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**MERGER OR SHARE EXCHANGE**

Disaster Recovery Solutions, Inc.

Certificate of Status	0
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**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>Disaster Recovery Solutions, Inc</u>	<u>Nevada</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Solar Verde Systems, Inc.</u>	<u>Florida</u>	
<u>Solar Verde Systems, Inc.</u>	<u>Texas</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 4/20/09

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

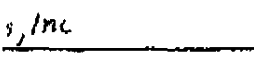
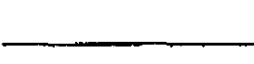

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 4/20/09

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)

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual &amp; Title</u>
<u>Disaster Recovery Solutions, Inc</u>		<u>H. Richard Hewitt</u>
<u>Solar Verde Systems, Inc</u> (FL)		<u>H. Richard Hewitt</u>
<u>Solar Verde Systems, Inc.</u> (TX)		<u>H. Richard Hewitt</u>

AGREEMENT AND PLAN OF MERGER  
BY AND AMONG  
DISASTER RECOVERY SOLUTIONS, INC.  
SOLAR VERDE SYSTEMS, INC. (FL)  
SVS FLORIDA ACQUISITION CORP.  
SOLAR VERDE SYSTEMS, INC. (TX)  
AND  
SVS TEXAS ACQUISITION CORP.

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of April 20, 2009, among Disaster Recovery Solutions, Inc., a Nevada corporation ("Parent"), Solar Verde Systems, Inc., a Florida corporation ("Solar Verde Florida"), SVS Florida Acquisition Corp., a Nevada corporation and a wholly-owned subsidiary of Parent ("SVS Florida"), Solar Verde Systems, Inc., a Texas corporation ("Solar Verde Texas") and SVS Texas Acquisition Corp., a Nevada corporation and a wholly-owned subsidiary of Parent ("SVS Texas").

#### RECITALS

A. Upon the terms and subject to the conditions of this Agreement and in accordance with the Nevada Revised Statutes ("Nevada Law"), Parent, Solar Verde Florida, SVS Florida, Solar Verde Texas and SVS Texas intend to enter into a business combination transaction.

B. The Board of Directors of Solar Verde Florida (i) has determined that the Mergers (as defined in Section 1.2 below) are consistent with and in furtherance of the long-term business strategy of Solar Verde Florida and fair to, and in the best interests of, Solar Verde Florida and its stockholders, (ii) has approved this Agreement, the Mergers and the other transactions contemplated by this Agreement, (iii) has adopted a resolution declaring the Mergers advisable and (iv) has determined to recommend that the stockholders of Solar Verde Florida adopt this Agreement.

C. The Board of Directors of Parent (i) has determined that the Mergers are consistent with and in furtherance of the long-term business strategy of Parent and fair to, and in the best interests of, Parent and its stockholders, (ii) has approved this Agreement, the Mergers and the other transactions contemplated by this Agreement, (iii) has adopted a resolution declaring the Mergers advisable and (iv) has determined to recommend that the stockholders of Parent approve the issuance of shares of Parent Common Stock (as defined below) pursuant to the Mergers (the "Share Issuance").

D. The Board of Directors of Solar Verde Texas (i) has determined that the Mergers are consistent with and in furtherance of the long-term business strategy of Solar Verde Texas and fair to, and in the best interests of, Solar Verde Texas and its stockholders, (ii) has approved this Agreement, the Mergers and the other transactions contemplated by this Agreement, (iii) has adopted a resolution declaring the Mergers advisable and (iv) has determined to recommend that the stockholders of Solar Verde Texas adopt this Agreement.

E. The Board of Directors of each of SVS Florida and SVS Texas (i) has determined that the Mergers are consistent with and in furtherance of the long-term business strategy of SVS Florida and SVS Texas, respectively, and fair to and in the best interests of, SVS Florida and SVS Texas, respectively, and their respective stockholders, (ii) has approved this Agreement, the Mergers and the other transactions contemplated by this Agreement; and (iii) has adopted a resolution declaring the Mergers advisable.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I THE MERGERS

1.1 The Florida Merger. At the Effective Time (as defined in Section 1.3 hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Florida Business Corporation Act ("FBCA"), SVS Florida shall be merged with and into Solar Verde Florida (the "Florida Merger"), the separate corporate existence of SVS Florida shall cease and Solar Verde Florida shall continue as the surviving corporation and shall become a wholly-owned subsidiary of Parent. The surviving corporation after the Florida Merger is sometimes referred to hereinafter as the "Florida Surviving Corporation."

1.2 The Texas Merger. At the Effective Time and subject to the terms and conditions of this Agreement and the applicable provisions of the Texas Business Corporation Act ("TBCA"), SVS Texas shall be merged with and into Solar Verde Texas (the "Texas Merger"), the separate corporate existence of SVS Texas shall cease and Solar Verde Texas shall continue as the surviving corporation and shall become a wholly-owned subsidiary of Parent. The surviving corporation after the Texas Merger is sometimes referred to hereinafter as the "Texas Surviving Corporation." The Florida Merger and the Texas Merger are collectively referred to as the "Mergers."

1.3 Effective Time. Unless this Agreement is earlier terminated pursuant to Article VII hereof, the closing of the Mergers and the other transactions contemplated by this Agreement (the "Closing") will take place at the offices of Sichenzia Ross Friedman Ference LLP, 61 Broadway, 32<sup>nd</sup> Floor, New York, NY 10006, at a time and date to be specified by the parties, but in no event later than two (2) business days following satisfaction or waiver of the conditions set forth in Article VI hereof. The date upon which the Closing actually occurs is herein referred to as the "Closing Date." On the Closing Date, the parties hereto shall cause each of the Mergers to be consummated by filing a Certificate of Merger (or like instrument) (each, a "Certificate of Merger" with respect to one of the Mergers, and collectively with respect to both Mergers the "Certificates of Merger") with the Secretary of State of the State of Florida, in accordance with the relevant provisions of the FBCA with respect to the Florida Merger and the Secretary of State of the State of Texas, in accordance with the relevant provisions of the TBCA with respect to the Texas Merger (the times at which both Mergers have become fully effective (or such later time as may be agreed in writing by Parent and specified in the Certificates of Merger) is referred to herein as the "Effective Time").

1.4 Effect of the Mergers. (a) At the Effective Time, the effect of the Mergers shall be as provided in the applicable provisions of the FBCA and the TBCA, as the case may be. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as provided herein, (i) all the property, rights, privileges, powers and franchises of Solar Verde Florida and SVS Florida shall vest in the Florida Surviving Corporation, and all debts, liabilities and duties of Solar Verde Florida and SVS Florida shall become the debts, liabilities and duties of the Florida Surviving Corporation and (ii) all of the property, rights, privileges,

powers and franchises of Solar Verde Texas and SVS Texas shall vest in the Texas Surviving Corporation, and all debts, liabilities and duties of Solar Verde Texas and SVS Texas shall become the debts, liabilities and duties of the Texas Surviving Corporation.

(b) Prior to or at the Effective Time, the properties and assets of Solar Verde Texas and its Subsidiaries will be free and clear of any and all encumbrances, charges, claims equitable interests, liens, options, pledges, security interests, mortgages, rights of first refusal or restrictions of any kind and nature (collectively the "Encumbrances"), except for such liabilities, accounts payable, debts, adverse claims, duties, responsibilities and obligations of every kind or nature, whether accrued or unaccrued, known or unknown, direct or indirect, absolute, contingent, liquidated or unliquidated and whether arising under, pursuant to or in connection with any contract, tort, strict liability or otherwise (collectively the "Liabilities") of Solar Verde Texas, that the Texas Surviving Corporation will assume, which Liabilities Solar Verde Texas and Solar Verde Florida have jointly approved and which shall be set forth in Schedule 2.5. Prior to or at the Effective Time, the properties and assets of Solar Verde Florida and its Subsidiaries will be free and clear of any and all Encumbrances, except for such Liabilities of Solar Verde Florida that the Texas Surviving Corporation will assume which Liabilities Solar Verde Texas and Solar Verde Florida have jointly approved and which shall be set forth in Schedule 3.5.

1.5 Articles of Incorporation; Bylaws. (a) Unless otherwise determined by Solar Verde Florida prior to the Effective Time, at the Effective Time, (i) the Articles of Incorporation of SVS Florida as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Florida Surviving Corporation at and after the Effective Time until thereafter amended in accordance with the FBCA and the terms of such Articles of Incorporation; provided, however, that at the Effective Time, Article I of the Articles of Incorporation of the Florida Surviving Corporation shall be amended and restated in its entirety to read as follows: "The name of the corporation is Solar Verde Florida, Inc." and (ii) the Articles of Incorporation of SVS Texas as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Texas Surviving Corporation at and after the Effective Time until thereafter amended in accordance with the TBCA and the terms of such Articles of Incorporation; provided, however that at the Effective Time, Article I of the Articles of Incorporation of the Texas Surviving Corporation shall be amended and restated in its entirety to read as follows: "The name of the Corporation is Solar Verde Texas, Inc."

(b) Unless otherwise determined by Solar Verde Florida and Solar Verde Texas, respectively, prior to the Effective Time, (i) the Bylaws of SVS Florida as in effect immediately prior to the Effective Time shall be the Bylaws of the Florida Surviving Corporation at and after the Effective Time, until thereafter amended in accordance with the FBCA and the terms of the Articles of Incorporation of the Florida Surviving Corporation and such By Laws and (ii) the By Laws of SVS Texas as in effect immediately prior to the Effective Time shall be the Bylaws of the Texas Surviving Corporation at and after the Effective Time, until thereafter amended in accordance with the TBCA and the terms of the Articles of Incorporation of the Texas Surviving Corporation and such Bylaws.

1.6 Solar Verde Florida Directors and Officers. (a) Unless otherwise determined by Solar Verde Florida prior to the Effective Time, the directors of SVS Florida immediately prior to the Effective Time shall be the directors of the Florida Surviving Corporation and at and after the Effective Time, each to hold the office of a director of the Florida Surviving Corporation in accordance with the provisions of the FBCA and the Articles of Incorporation and Bylaws of the Florida Surviving Corporation until their successors are duly elected and qualified.

(b) Unless otherwise determined by Solar Verde Florida prior to the Effective Time, the officers of SVS Florida immediately prior to the Effective Time shall be the officers of the Florida Surviving Corporation at and after the Effective Time, each to hold office in accordance with the provisions of the Bylaws of the Florida Surviving Corporation.

1.7 Solar Verde Texas Directors and Officers. (a) Unless otherwise determined by Solar Verde Florida prior to the Effective Time, the directors of SVS Texas immediately prior to the Effective Time shall be the directors of the Texas Surviving Corporation at and after the Effective Time, each to hold the office of a director of the Texas Surviving Corporation in accordance with the provisions of the TBCA and the Articles of Incorporation and Bylaws of the Texas Surviving Corporation until their successors are duly elected and qualified.

(b) Unless otherwise determined by Solar Verde Florida prior to the Effective Time, the officers of SVS Texas immediately prior to the Effective Time shall be the officers of the Texas Surviving Corporation at and after the Effective Time, each to hold office in accordance with the provisions of the Bylaws of the Texas Surviving Corporation.

1.8 Effect on Capital Stock. Subject to the terms and conditions of this Agreement, at the Effective Time, by virtue of the Mergers and without any action on the part of Parent, Solar Verde Florida, Solar Verde Texas, SVS Florida, SVS Texas or the holders of any of the following securities, the following shall occur:

(a) Conversion of Solar Verde Florida Common Stock. Each 500 shares of Common Stock, par value \$0.001 per share of Solar Verde Florida (the "Solar Verde Florida Common Stock") issued and outstanding immediately prior to the Effective Time (excluding any share of Solar Verde Florida Common Stock to be canceled and extinguished pursuant to Section 1.9(b)) will be automatically converted (subject to Sections 1.9(i) and (j)) into one share of Common Stock, par value \$0.001 per share, of Parent (the "Parent Common Stock"), such that the holders of Solar Verde Florida Common Stock will, in the aggregate, receive one share of Parent Common Stock (such aggregate shares of Parent Common Stock being referred to in this Agreement as the "Solar Verde Florida Merger Consideration"). If any shares of Solar Verde Florida Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Solar Verde Florida, then the shares of Parent Common Stock issued in exchange for such shares of Solar Verde Florida Common Stock will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Parent Common Stock may accordingly be marked with appropriate legends.



(b) *Cancellation of Solar Verde Florida Stock.* Each share of Solar Verde Florida Common Stock held by Solar Verde Florida or any direct or indirect wholly-owned subsidiary of Solar Verde Florida immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof. Each share of Solar Verde Florida Common Stock held by Parent or any direct or indirect wholly-owned subsidiary of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(c) *Capital Stock of SVS Florida.* Each share of Common Stock, \$0.001 par value per share, of SVS Florida (the "SVS Florida Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock, \$0.001 par value per share, of the Solar Verde Florida Surviving Corporation. Each certificate evidencing ownership of shares of SVS Florida Common Stock shall evidence ownership of such shares of capital stock of the Solar Verde Florida Surviving Corporation.

(e) *Conversion of Solar Verde Texas Common Stock.* Each share of Common Stock, par value \$0.001 per share of Solar Verde Texas (the "Solar Verde Texas Common Stock") issued and outstanding immediately prior to the Effective Time (excluding any share of Solar Verde Texas Common Stock to be canceled and extinguished pursuant to Section 1.9(f)) will be automatically converted (subject to Sections 1.9(i) and (j)) into Parent Common Stock as set forth on Schedule 1.9(e) attached hereto, such that the holders of Solar Verde Texas Common Stock will, in the aggregate, receive one share of Parent Common Stock, (such aggregate shares of Parent Common Stock being referred to in this Agreement as the "Solar Verde Texas Merger Consideration"). If any shares of Solar Verde Texas Common Stock outstanding immediately prior to the Effective Time are unvested or are subject to a repurchase option, risk of forfeiture or other condition under any applicable restricted stock purchase agreement or other agreement with Solar Verde Texas, then the shares of Parent Common Stock issued in exchange for such shares of Solar Verde Texas Common Stock will also be unvested and subject to the same repurchase option, risk of forfeiture or other condition, and the certificates representing such shares of Parent Common Stock may accordingly be marked with appropriate legends.

(f) *Cancellation of Solar Verde Texas Common Stock.* Each share of Solar Verde Texas Common Stock held by Solar Verde Texas or any direct or indirect wholly-owned subsidiary of Solar Verde Texas immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof. Each share of Solar Verde Texas Common Stock held by Parent or any direct or indirect wholly-owned subsidiary of Parent immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

(g) *Capital Stock of SVS Texas.* Each share of Common Stock, \$0.001 par value per share, of SVS Texas (the "SVS Texas Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock, \$0.001 par value per share, of the Texas Surviving Corporation. Each certificate evidencing ownership of shares of SVS Texas Common Stock shall evidence ownership of such shares of capital stock of the Texas Surviving Corporation.

(i) *Adjustments to Solar Verde Florida and Solar Verde Texas Merger Consideration.* Except as described in Section 1.8, each of the Solar Verde Florida and Solar

Verde Texas Merger Consideration shall be adjusted to reflect appropriately the effect of any stock split, reverse stock split, stock dividend (including any dividend or distribution of securities convertible into or exercisable or exchangeable for Parent Common Stock, Solar Verde Florida Common Stock or Solar Verde Texas Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Parent Common Stock, Solar Verde Florida Common Stock or Solar Verde Texas Common Stock occurring or having a record date on or after the date hereof and prior to the Effective Time.

(j) *Fractional Shares.* No fraction of a share of Parent Common Stock will be issued by virtue of the Mergers. In lieu thereof any fractional share will be rounded to the nearest whole share of Parent Common Stock (with .5 being rounded up).

1.9 Surrender of Certificates.(a) *Parent to Provide Common Stock.* Promptly after the Effective Time, Parent shall make available in accordance with this Article I, the shares of Parent Common Stock issuable pursuant to Section 1.9(a) and (e) in exchange for outstanding shares of Solar Verde Florida Common Stock and Solar Verde Texas Common Stock.

(b) *Exchange Procedures.* Promptly after the Effective Time, Parent shall mail to each holder of record (as of the Effective Time) of a certificate or certificates, which immediately prior to the Effective Time represented outstanding shares of Solar Verde Florida Common Stock or Solar Verde Texas Common Stock (the "Certificates") (i) a letter of transmittal in customary form (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Parent and (ii) instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Common Stock pursuant to Section 1.9(a) and (e). Upon surrender of Certificates for cancellation to the Parent, together with such letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, the holders of such Certificates shall be entitled to receive in exchange therefor certificates representing the number of whole shares of Parent Common Stock into which their shares of Solar Verde Florida Common Stock and Solar Verde Texas Common Stock were converted pursuant to Section 1.9(a) and Section 1.9(e), respectively, and the Certificates so surrendered shall forthwith be canceled. Until so surrendered, outstanding Certificates will be deemed, from and after the Effective Time, to evidence only the ownership of the number of whole shares of Parent Common Stock into which such shares of Solar Verde Florida Common Stock and Solar Verde Texas Common Stock shall have been so converted (including any voting, notice or other rights associated with the ownership of such shares of Parent Common Stock under the Articles of Incorporation or Bylaws of Parent or under the Nevada Law).

(c) *Transfers of Ownership.* If certificates representing shares of Parent Common Stock are to be issued in a name other than that in which the Certificates surrendered in exchange therefor are registered, it will be a condition of the issuance thereof that the Certificates so surrendered will be properly endorsed and otherwise in proper form for transfer and that the persons requesting such exchange will have (i) paid to Parent or any agent designated by it any transfer or other taxes required by reason of the issuance of certificates representing shares of Parent Common Stock in any name other than that of the registered holder of the Certificates

surrendered, or (ii) established to the satisfaction of Parent or any agent designated by it that such tax has been paid or is not payable.

(d) *Required Withholding.* Each of the Parent, the Florida Surviving Corporation and the Texas Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Solar Verde Florida Common Stock or Solar Verde Texas Common Stock such amounts as may be required to be deducted or withheld therefrom under the Code or state, local or foreign tax law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.

(e) *No Liability.* Notwithstanding anything to the contrary in this Section 1.10, neither the Parent, the Florida Surviving Corporation, the Texas Surviving Corporation nor any party hereto shall be liable to a holder of shares of Parent Common Stock, Solar Verde Florida Common Stock or Solar Verde Texas Common Stock for any amount properly paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

1.10 No Further Ownership Rights in Solar Verde Florida Common Stock. All shares of Parent Common Stock issued in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Solar Verde Florida Common Stock. After the Effective Time, there shall be no further registration of transfers on the records of Florida Surviving Corporation of shares of Solar Verde Florida Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to Florida Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article I.

1.11 No Further Ownership Rights in Solar Verde Texas Common Stock. All shares of Parent Common Stock issued in accordance with the terms hereof shall be deemed to have been issued in full satisfaction of all rights pertaining to such shares of Solar Verde Texas Common Stock. After the Effective Time, there shall be no further registration of transfers on the records of Texas Surviving Corporation of shares of Solar Verde Texas Common Stock which were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to Texas Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Article I.

1.12 Lost, Stolen or Destroyed Certificates. In the event that any Certificates shall have been lost, stolen or destroyed, the Parent shall issue and pay in exchange for such lost, stolen or destroyed Certificates, upon the making of an affidavit of that fact by the holder thereof, certificates representing the shares of Parent Common Stock into which the shares of Solar Verde Florida Common Stock or Solar Verde Texas Common Stock represented by such Certificates were converted pursuant to Section 1.9(a) and (e), respectively; provided, however, that the Parent may, in its discretion and as a condition precedent to the issuance of such certificates representing shares of Parent Common Stock require the owner of such lost, stolen or destroyed Certificates to deliver a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against Parent, the Florida Surviving Corporation or the

Texas Surviving Corporation with respect to the Certificates alleged to have been lost, stolen or destroyed.

1.13 Tax Treatment. It is intended by the parties hereto that each of the Mergers shall constitute reorganizations within the meaning of Section 368(a) of the Code. Each of the parties hereto adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations. Both prior to and after the Closing, each party's books and records shall be maintained, and all federal, state and local income tax returns and schedules thereto shall be filed in a manner consistent with the Solar Verde Texas Merger being qualified as a reverse triangular merger under Section 368(a)(2)(E) of the Code (and comparable provisions of any applicable state or local laws) and with the Solar Verde Florida Merger being qualified as a reorganization described in Sections 368(a)(1)(A) and 368(a)(1)(D) of the Code (and comparable provisions of any applicable state or local laws).

1.14 Taking of Necessary Action; Further Action. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Florida Surviving Corporation or the Texas Surviving Corporation (and/or their respective successors in interest) with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas, the officers and directors of Parent, the Florida Surviving Corporation and the Texas Surviving Corporation shall be fully authorized (in the name of SVS Florida, SVS Texas, Solar Verde Florida, Solar Verde Texas and otherwise) to take all such necessary action.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF PARENT

Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to Solar Verde Texas and Solar Verde Florida by Parent on or prior to entering into this Agreement a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Parent Schedule"), Parent hereby represents and warrants to Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas that:

2.1 Organization of Solar Verde Texas. (a) Parent is a corporation duly organized, validly existing and in good standing under the laws of Nevada; has the corporate power and authority to own, lease and operate its assets and property and to carry on its business as now being conducted; and is duly qualified to do business and in good standing as a foreign corporation in each jurisdiction in which the failure to be so qualified would have a Parent Material Adverse Effect. As used in this Agreement, the term (i) "Subsidiary" means the subsidiaries of Parent set forth in Schedule 2.1 of the Parent Schedule and (ii) "Parent Material Adverse Effect" means a material adverse effect on the condition (financial or otherwise), business, assets or results of operations of Parent and its Subsidiaries as a whole, or on the ability of the Parent to consummate the transactions contemplated by this Agreement.

(b) Parent has delivered to Solar Verde Florida and Solar Verde Texas a true and complete list of all of Parent's Subsidiaries, indicating the jurisdiction of incorporation of each Subsidiary and Parent's equity interest therein.

(c) Parent has delivered or made available to Solar Verde Florida and Solar Verde Texas a true and correct copy of the Articles of Incorporation and Bylaws of Parent and similar governing instruments of each of its Subsidiaries, each as amended to date, and each such instrument is in full force and effect. Neither Parent nor any of its Subsidiaries is in violation of any of the provisions of its Articles of Incorporation or Bylaws or equivalent governing instruments.

2.2 Parent Capital Structure. The authorized capital stock of Parent consists of 120,000,000 shares of stock divided into 100,000,000 shares of Common Stock, par value \$0.001 per share, of which there were 13,000,000 shares issued and outstanding as of April 20, 2009. All outstanding shares of Parent Common Stock are duly authorized, validly issued, fully paid and non-assessable and are not subject to preemptive rights created by statute, the Articles of Incorporation or Bylaws of Parent, or any agreement or document to which Parent is a party or by which it is bound. All shares of Parent Common Stock subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instruments pursuant to which they are issuable, would be duly authorized, validly issued, fully paid and nonassessable.

2.3 Obligations With Respect to Capital Stock. Except as set forth in Section 2.2, there are no equity securities, partnership interests or similar ownership interests of any class of Parent, or any securities exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests issued, reserved for issuance or outstanding. Except for securities Parent owns, directly or indirectly through one or more Subsidiaries, there are no equity securities, partnership interests or similar ownership interests of any class of any Subsidiary of Parent, or any security exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests issued, reserved for issuance or outstanding. Except as set forth in Section 2.2, there are no options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Parent or any of its Subsidiaries is a party or by which it is bound obligating Parent or any of its Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition, of any shares of capital stock of Parent or any of its Subsidiaries or obligating Parent or any of its Subsidiaries to grant, extend, accelerate the vesting of or enter into any such option, warrant, equity security, partnership interest or similar ownership interest, call, right, commitment or agreement. Except as set forth in Schedule 2.3, there are no registration rights and, to the knowledge of Parent there are no voting trusts, proxies or other agreements or understandings with respect to any equity security of any class of Parent or with respect to any equity security, partnership interest or similar ownership interest of any class of any of its Subsidiaries.

2.4 Authority. (a) Parent has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Parent, subject only to the adoption of this Agreement by Parent's stockholders. This Agreement has been duly executed and delivered by Parent and, assuming the due authorization, execution and delivery by Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas, constitute

the valid and binding obligations of Parent, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws and general principles of equity. The execution and delivery of this Agreement by Parent does not, and the performance of this Agreement by Parent will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Parent (the "Parent Charter Documents") or the equivalent organizational documents of any of its Subsidiaries, (ii) subject to compliance with the requirements set forth in Section 2.4(b) below, conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Parent or any of its Subsidiaries or by which its or any of their respective properties is bound or affected, or (iii) except as set forth in Schedule 2.4, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair Parent's rights or alter the rights or obligations of any third party under, or to Parent's knowledge, give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance on any of the properties or assets of Parent or any of its Subsidiaries pursuant to; any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Parent or any of its Subsidiaries is a party or by which Parent or any of its Subsidiaries or its or any of their respective properties are bound or affected, except to the extent such conflict, violation, breach, default, impairment or other effect would not, in the case of clause (ii) or (iii), individually or in the aggregate, reasonably be expected to have a Parent Material Adverse Effect.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with any court, administrative agency or commission or other governmental authority or instrumentality ("Governmental Entity") is required by or with respect to Parent in connection with the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby, except for (i) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws and (ii) such other consents, authorizations, filings, approvals and registrations which, if not obtained or made, individually or in the aggregate, would not be reasonably likely to have a Parent Material Adverse Effect.

2.5 Litigation. Except as set forth on Schedule 2.10, as of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation pending, including derivative suits brought by or on behalf of Parent or as to which Parent or any of its Subsidiaries has received any notice of assertion nor, to Parent's knowledge, is there a threatened action, suit, proceeding, claim, arbitration or investigation against Parent or any of its Subsidiaries seeking to delay, limit or enjoin the transactions contemplated by this Agreement or which might reasonably be expected to have a Parent Material Adverse Effect.

2.6 Brokers' and Finders' Fees. Parent has not incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby.

2.7 Board Approval. The Board of Directors of Parent has, as of the date of this Agreement, (i) determined that the Mergers are fair to and in the best interests of Parent and (ii) duly approved the Mergers, this Agreement and the transactions contemplated hereby.

2.8 Disclosure. No representation or warranty of the parties to this Agreement and no statement in the Schedules omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES OF SOLAR VERDE FLORIDA, SOLAR**  
**VERDE TEXAS, SVS FLORIDA AND SVS TEXAS**

Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to Parent by Solar Verde Florida and Solar Verde Texas on or prior to entering into this Agreement a copy of which is attached hereto as Exhibit B and incorporated herein by this reference (the "Solar Verde Schedule"), each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas hereby represents and warrants to Parent that:

3.1 Organization of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas. (a) Each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; has the corporate power and authority to own, lease and operate its assets and property and to carry on its business as now being conducted; and is duly qualified to do business and in good standing as a foreign corporation in each jurisdiction in which the failure to be so qualified would have a Solar Verde Material Adverse Effect. As used in this Agreement, the term (i) "Subsidiary" means the subsidiaries of Solar Verde Florida and Solar Verde Texas set forth in Schedule 3.1 of the Solar Verde Schedule and (ii) "Solar Verde Material Adverse Effect" means a material adverse effect on the condition (financial or otherwise), business, assets or results of operations of Solar Verde Florida and its Subsidiaries or Solar Verde Texas and its Subsidiaries, as the case may be, as a whole or on the ability of Solar Verde Florida and Solar Verde Texas to consummate the transactions contemplated by this Agreement.

(b) Each of Solar Verde Florida and Solar Verde Texas has delivered to Parent a true and complete list of each of their respective Subsidiaries, indicating the jurisdiction of each Subsidiary and Solar Verde Florida's or Solar Verde Texas's equity interest therein.

(c) Each of Solar Verde Florida and Solar Verde Texas has delivered or made available to Parent a true and correct copy of the Articles of Incorporation and Bylaws of each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas and similar governing instruments of each of Solar Verde Florida's and Solar Verde Texas's Subsidiaries, each as amended to date, and each such instrument is in full force and effect. Neither Solar Verde Florida, Solar Verde Texas, SVS Florida, SVS Texas or any of Solar Verde Florida's or Solar Verde Texas's Subsidiaries is in violation of any of the provisions of its Articles of Incorporation or Bylaws or equivalent governing instruments.

3.2 Capital Structure. The authorized capital stock of Solar Verde Florida consists of 120,000,000 shares of Common Stock, par value \$0.001 per share, of which there were 57,249,501 shares issued and outstanding as of April 20, 2009 and 20,000,000 shares of Preferred Stock, par value \$0.001 per share, of which none were issued and outstanding as of April 20, 2009. The authorized capital stock of Solar Verde Texas consists of 120,000,000 shares of Common Stock, par value \$0.001 per share, of which there were 2,000 shares issued and outstanding as of April 20, 2009 and 20,000,000 shares of Preferred Stock, par value \$0.001 per share, of which none were issued and outstanding as of April 20, 2009. The authorized capital stock of SVS Florida consists of 100 shares of Common Stock, par value \$0.001 per



share, of which there were 100 shares issued and outstanding as of April 20, 2009. The authorized capital stock of SVS Texas consists of 100 shares of Common Stock, par value \$0.001 per share, of which there were 100 shares issued and outstanding as of April 20, 2009. All outstanding shares of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas Common Stock are duly authorized, validly issued, fully paid and nonassessable and are not subject to preemptive rights created by statute, the Articles of Incorporation or Bylaws of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas or any agreement or document to which Solar Verde Florida, Solar Verde Texas, SVS Florida or SVS Texas is a party or by which it is bound.

**3.3 Obligations With Respect to Capital Stock.** Except as set forth in Section 3.2 and Schedule 3.3, there are no equity securities, partnership interests or similar ownership interests of any class of Solar Verde Florida, Solar Verde Texas, SVS Florida or SVS Texas, or any securities exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests issued, reserved for issuance or outstanding. Except for securities Solar Verde Florida and Solar Verde Texas owns, directly or indirectly through one or more Subsidiaries, there are no equity securities, partnership interests or similar ownership interests of any class of any Subsidiary of Solar Verde Florida or Solar Verde Texas, or any security exchangeable or convertible into or exercisable for such equity securities, partnership interests or similar ownership interests issued, reserved for issuance or outstanding. Except as set forth in Section 3.2 and Schedule 3.3, there are no options, warrants, equity securities, partnership interests or similar ownership interests, calls, rights (including preemptive rights), commitments or agreements of any character to which Solar Verde Florida or Solar Verde Texas or any of their respective Subsidiaries is a party or by which it is bound obligating Solar Verde Florida or Solar Verde Texas or any of their respective Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, or repurchase, redeem or otherwise acquire, or cause the repurchase, redemption or acquisition, of any shares of capital stock of Solar Verde Florida or Solar Verde Texas or any of their respective Subsidiaries or obligating Solar Verde Florida or Solar Verde Texas or any of their respective Subsidiaries to grant, extend, accelerate the vesting of or enter into any such option, warrant, equity security, partnership interest or similar ownership interest, call, right, commitment or agreement. Except as set forth on Schedule 3.3, there are no registration rights and, to the knowledge of Solar Verde Florida and Solar Verde Texas, there are no voting trusts, proxies or other agreements or understandings with respect to any equity security of any class of Solar Verde Florida or Solar Verde Texas or with respect to any equity security partnership interest or similar ownership interest of any class of any of their respective Subsidiaries.

**3.4 Authority.** (a) Each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas, subject only to the adoption of this Agreement by Solar Verde Florida's and Solar Verde Texas's respective stockholders and the filing and recordation of the Certificates of Merger pursuant to the FBCA and TBCA, respectively. A vote of the holders of at least a majority of the outstanding shares of Solar Verde Florida's Common

Stock is required for Solar Verde Florida's stockholders to approve and adopt this Agreement and approve the Mergers. A vote of the holders of at least a majority of the outstanding shares of Solar Verde Texas's Common Stock is required for the stockholders of Solar Verde Texas to approve and adopt this Agreement and approve the Mergers. This Agreement has been duly executed and delivered by each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas and, assuming the due authorization, execution and delivery by Parent, constitutes the valid and binding obligations of each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas, enforceable in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws and general principles of equity. The execution and delivery of this Agreement by each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas, do not, and the performance of this Agreement by each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas, will not, (i) conflict with or violate the Articles of Incorporation or Bylaws of Solar Verde Florida, Solar Verde Texas, SVS Florida or SVS Texas, respectively, (collectively, the "Solar Verde Charter Documents"), (ii) subject to compliance with the requirements set forth in Section 3.4(b) below, conflict with or violate any law, rule, regulation, order, judgment or decree applicable to Solar Verde Florida, Solar Verde Texas, SVS Florida, SVS Texas or any of Solar Verde Florida's or Solar Verde Texas's respective Subsidiaries, respectively, or by which its or any of their respective properties is bound or affected, or (iii) except as set forth in Schedule 3.4, result in any breach of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or impair any of Solar Verde Florida's, Solar Verde Texas's, SVS Florida's or SVS Texas'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, or result in the creation of a lien or encumbrance on any of the properties or assets of Solar Verde Florida, Solar Verde Texas, SVS Florida, SVS Texas or any of Solar Verde Florida's or Solar Verde Texas's Subsidiaries, respectively, pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which any of Solar Verde Florida, Solar Verde Texas, SVS Florida, SVS Texas or any of Solar Verde Florida's or Solar Verde Texas's Subsidiaries is a party or by which Solar Verde Florida, Solar Verde Texas, SVS Florida, SVS Texas or any of Solar Verde Florida's or Solar Verde Texas's Subsidiaries, or any of their respective properties are bound or affected, except to the extent such conflict, violation, breach, default, impairment or other effect would not, in the case of clause (ii) or (iii), individually or in the aggregate, reasonably be expected to have a Solar Verde Material Adverse Effect.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with any Governmental Entity is required by or with respect to any of Solar Verde Florida, Solar Verde Texas, SVS Florida or SVS Texas in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (i) the filing of the Certificates of Merger with the Secretary of State of Florida and Texas, (ii) such consents, approvals, orders, authorizations, registrations, declarations and filings as may be required under applicable federal and state securities laws and (iii) such other consents, authorizations, filings, approvals and registrations which, if not obtained or made, individually or in the aggregate, would not be reasonably likely to have a Solar Verde Material Adverse Effect.

3.5 Litigation. Except as set forth on Schedule 3.10, as of the date of this Agreement, there is no action, suit, proceeding, claim, arbitration or investigation pending, including derivative suits brought by or on behalf of Solar Verde Florida or Solar Verde Texas, or as to which Solar Verde Florida, Solar Verde Texas or any of its respective Subsidiaries has received any written notice of assertion nor, to Solar Verde Florida's or Solar Verde Texas's knowledge, is there a threatened action, suit, proceeding, claim, arbitration or investigation against Solar Verde Florida, Solar Verde Texas or any of its respective Subsidiaries seeking to delay, limit or enjoin the transactions contemplated by this Agreement or which might reasonably be expected to have a Solar Verde Material Adverse Effect.

3.6 Brokers' and Finders' Fees. Neither Solar Verde Florida nor Solar Verde Texas has incurred, nor will it incur, directly or indirectly, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with this Agreement or any transaction contemplated hereby except as disclosed on Schedule 3.11.

3.7 Board Approval. Each of the Board of Directors of Solar Verde Florida and Solar Verde Texas has, as of the date of this Agreement, (i) determined that the Mergers are fair to, advisable and in the best interests of Solar Verde Florida and Solar Verde Texas and their respective stockholders, (ii) determined to recommend that the stockholders of each of Solar Verde Florida and Solar Verde Texas adopt this Agreement and (iii) duly approved the Mergers, this Agreement and the transactions contemplated hereby.

3.8 Interim Operations of SVS Florida and SVS Texas. Each of SVS Florida and SVS Texas was formed solely for the purpose of engaging in the transactions contemplated hereby and has engaged in no other business other than incident to its creation and this Agreement and the transactions contemplated hereby.

3.9 Disclosure. No representation or warranty of the parties to this Agreement and no statement in the Schedules omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

## ARTICLE IV

### CONDITIONS TO THE MERGERS

4.1 Conditions to Obligations of Each Party to Effect the Mergers. The respective obligations of each party to this Agreement to effect the Mergers shall be subject to the satisfaction at or prior to the Closing Date of the following conditions, any of which may be waived if waived in writing by both Solar Verde Florida and Solar Verde Texas:

(a) *Stockholder Approval.* This Agreement shall have been adopted and the Mergers shall have been duly approved (i) by the requisite vote under applicable law and the Solar Verde Florida Charter Documents by the stockholders of Solar Verde Florida and (ii) by the requisite vote under applicable law and the Solar Verde Texas Charter Documents by the stockholders of Solar Verde Texas.

(b) *No Order.* No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is in effect and which has the effect of making the Mergers illegal or otherwise prohibiting consummation of the Mergers.

(c) *Schedules.* Each of the parties hereto shall have delivered to each other complete and accurate Schedules to this Agreement and such Schedules shall have been approved by the recipient.

(d) *Exhibits.* The parties shall mutually agree upon the form and substance of all the agreement attached as Exhibits to this Agreement, which agreements shall be executed and delivered to each other at the Closing Date.

4.2 Additional Conditions to Obligations of Parent. The obligation of Parent to effect the Mergers shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Parent:

(a) *Representations and Warranties.* The representations and warranties of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (except to the extent any such representation and warranty expressly speaks as of an earlier date) and Parent shall have received a certificate signed on behalf of Solar Verde Florida and Solar Verde Texas by the Chief Executive Officer of Solar Verde Florida and Solar Verde Texas, respectively, to such effect; provided, however, that notwithstanding anything herein to the contrary, this Section 6.2(a) shall be deemed to have been satisfied even if such representations or warranties are not so true and correct unless the failure of such representations or warranties to be so true and correct, individually or in the aggregate, has had, or is reasonably likely to have, a Solar Verde Material Adverse Effect.

(b) *Agreements and Covenants.* Each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas shall have performed or complied with, in all material respects, all agreements and covenants required by this Agreement to be performed or complied

with by them on or prior to the Closing Date, and Parent shall have received a certificate to such effect signed on behalf of each of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas by an authorized officer of Solar Verde Florida and Solar Verde Texas.

4.3 Additional Conditions to the Obligations of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas. The obligations of Solar Verde Florida, Solar Verde Texas, SVS Florida and SVS Texas to effect the Mergers shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any of which may be waived, in writing, exclusively by Solar Verde Florida and Solar Verde Texas:

(a) *Representations and Warranties.* The representations and warranties of Parent set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date as if made on and as of the Closing Date (except to the extent any such representation and warranty expressly speaks as of an earlier date) and each of Solar Verde Florida and Solar Verde Texas shall have received a certificate signed on behalf of Parent by the Chief Executive Officer of Parent to such effect; provided, however, that notwithstanding anything herein to the contrary, this Section 6.3(a) shall be deemed to have been satisfied even if such representations or warranties are not so true and correct unless the failure of such representations or warranties to be so true and correct, individually or in the aggregate, has had, or is reasonably likely to have, a Parent Material Adverse Effect.

(b) *Agreements and Covenants.* Parent shall have performed or complied with, in all material respects, all agreements and covenants required by this Agreement to be performed or complied with by it at or prior to the Closing Date, and each of Solar Verde Florida and Solar Verde Texas shall have received a certificate to such effect signed on behalf of Parent by an authorized officer of Parent.

#### ARTICLE V TERMINATION, AMENDMENT AND WAIVER

5.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after the requisite approval of the stockholders of Solar Verde Florida and Solar Verde Texas:

(a) by mutual written consent duly authorized by the Boards of Directors of Solar Verde Florida and Solar Verde Texas;

(b) by either Solar Verde Florida or Solar Verde Texas if the Mergers shall not have been consummated by May 10, 2009, which date shall be automatically extended for an additional period of up to two (2) weeks, as it may be necessary to obtain the requisite stockholder approval by the stockholders of Solar Verde Florida and Solar Verde Texas (such date, or such other date that may be agreed by mutual written consent, being the "Outside Date") for any reason; provided, however, that the right to terminate this Agreement under this Section 7.1(b) shall not be available to any party whose action or failure to act has been a principal cause of or resulted in the failure of the Mergers to occur on or before such date if such action or failure to act constitutes a breach of this Agreement;

(c) by either Solar Verde Florida or Solar Verde Texas if a Governmental Entity shall have issued an order, decree or ruling or taken any other action, in any case having the effect of permanently restraining, enjoining or otherwise prohibiting the Mergers, which order, decree, ruling or other action shall have become final and nonappealable or any law, order, rule or regulation is in effect or is adopted or issued, which has the effect of prohibiting the Mergers;

5.2 Fees and Expenses. Except as set forth in this Section 7.2, all Expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such Expenses whether or not the Mergers are consummated. As used in this Agreement, "Expenses" shall include all reasonable out-of-pocket expenses (including, without limitation, all fees and expenses of counsel, accountants, experts and consultants to a party hereto and its affiliates) incurred by a party or on its behalf in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement and all other matters relating to the closing of the Mergers and the other transactions contemplated hereby.

5.3 Amendment. This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors at any time prior to the Effective Time; provided, however, that, after the approval and adoption of this Agreement by the stockholders of Solar Verde Florida and Solar Verde Texas, there shall not be any amendment that by law requires further approval by the stockholders of Solar Verde Florida or Solar Verde Texas without the further approval of such stockholders. This Agreement may not be amended by the parties hereto except by execution of an instrument in writing signed on behalf of each of Solar Verde Florida, Parent, Solar Verde Texas, SVS Florida and SVS Texas.

5.4 Extension; Waiver. At any time prior to the Effective Time, any party hereto may, to the extent legally allowed, (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties made to such party contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. Delay in exercising any right under this Agreement shall not constitute a waiver of such right.

ARTICLE VI  
GENERAL PROVISIONS

6.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given on the day of delivery if delivered personally or sent via telecopy (receipt confirmed) or on the second business day after being sent if delivered by commercial delivery service, to the parties at the following addresses or telecopy numbers (or at such other address or telecopy numbers for a party as shall be specified by like notice):

(a) if to Parent, Solar Verde Texas, Solar Verde Florida, SVS Florida or SVS Texas:

Disaster Recovery Solutions, Inc.  
9265 Oak Alley Drive  
Lake Worth, Florida 33467

With a copy to:

Andrea Cataneo  
Sichenzia Ross Friedman Ference, LLP  
61 Broadway, 32<sup>nd</sup> Floor  
New York, NY 10006

6.2 Interpretation. (a) When a reference is made in this Agreement to Exhibits, such reference shall be to an Exhibit to this Agreement unless otherwise indicated. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement. Unless otherwise indicated the words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When reference is made herein to "the business of" an entity, such reference shall be deemed to include the business of all direct and indirect subsidiaries of such entity. Reference to the subsidiaries of an entity shall be deemed to include all direct and indirect subsidiaries of such entity.

(b) For purposes of this Agreement, the term "knowledge" means with respect to a party hereto, with respect to any matter in question, that any of the officers of such party has actual knowledge of such matter.

(c) For purposes of this Agreement, the term "person" shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Entity.

(d) For purposes of this Agreement, an "agreement," "arrangement," "contract," "commitment" or "plan" shall mean a legally binding, written agreement, arrangement, contract, commitment or plan, as the case may be.

6.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

6.4 Entire Agreement; Third Party Beneficiaries. This Agreement and the documents and instruments and other agreements among the parties hereto as contemplated by or referred to herein, including the Solar Verde Schedule and the Parent Schedule constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

6.5 Severability. In the event that any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

6.6 Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. In any action at law or suit in equity to enforce this Agreement or the rights of any of the parties hereunder, the prevailing party in such action or suit shall be entitled to receive a reasonable sum for its attorneys' fees and all other reasonable costs and expenses incurred in such action or suit.

6.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

6.8 Rules of Construction. The parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in



an agreement or other document will be construed against the party drafting such agreement or document.

6.9 Assignment. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

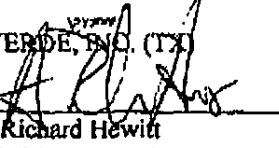
6.10 Waiver of Jury Trial. EACH OF SOLAR VERDE FLORIDA, SOLAR VERDE TEXAS, SOLAR VERDE TEXAS, SVS FLORIDA AND SV TEXAS HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SOLAR VERDE FLORIDA, PARENT, SOLAR VERDE TEXAS, SV FLORIDA AND SV TEXAS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.


SOLAR VERDE, INC. (FL)

By:   
Name: H. Richard Hewitt  
Title: Chief Executive Officer

SOLAR VERDE, INC. (TX)

By:   
Name: H. Richard Hewitt  
Title: Chief Executive Officer

DISASTER RECOVERY SOLUTIONS, INC.

By:   
Name: H. Richard Hewitt  
Title: Chief Executive Officer

SVS FLORIDA ACQUISITION CORP.

By:   
Name: Craig Huffman  
Title: President

SVS TEXAS ACQUISITION CORP.

By:   
Name: Craig Huffman  
Title: President