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SECRETARY OF STATE
DIVISION OF CORPORATIONS

C.L.
4-14-15

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: NVIROTECT PEST CONTROL SERVICES, 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:

MARK H. RUFF, ESQ.

Contact Person

THE LAW OFFICES OF MARK H. RUFF, P.A.

Firm/Company

711 NORTH ORLANDO AVE. STE. 101

Address

MAITLAND, FL 32751

City/State and Zip Code

MARK@MHRLAW.COM

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

For further information concerning this matter, please call:

CRAIG KURRACK

Name of Contact Person

At (813)

968-7031

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

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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)
NVIROTECT PEST CONTROL SER	LUTZ, HILLSBOROUGH	P08000051257

Vices, Inc.
Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
NEIGHBORHOOD PEST CONTROL	LUTZ, HILLSBOROUGH	P97000104877

<i>Lawn and Shrub Care Inc.</i>		

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 MARCH 31, 2015.

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 MARCH 31, 2015.

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)

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Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

NVIROTECT PEST CONTE

C. Lep

CRAIG KURRACK

NEIGHBORHOOD PEST C

C. Lep

CRAIG KURRACK

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DIVISION OF CORPORATIONS

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AGREEMENT AND PLAN OF MERGER

AMONG

NVIROTECT PEST CONTROL SERVICES, INC.

AND

NEIGHBORHOOD PEST CONTROL, LAWN AND

SHRUB CARE, INC.

MARCH 31, 2015

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Exhibit A — Articles of Merger

Disclosure Schedule—Exceptions to Representations and Warranties

AGREEMENT AND PLAN OF MERGER

This Merger Agreement (this “Agreement”) is entered into as of March 31, 2015, by and between NVIROTECT PEST CONTROL SERVICES, INC., a Florida corporation (“*Buyer*”), and NEIGHBORHOOD PEST CONTROL, LAWN AND SHRUB CARE, INC., a Florida corporation (“*Target*”). Buyer and Target are referred to collectively herein as the “*Parties*.”

This Agreement contemplates a tax-free merger of Target with and into Buyer in a reorganization pursuant to Code §368(a)(1)(A). Target Stockholders will receive Buyer stock in exchange for their Target stock. The Parties expect that the Merger will further certain of their business objectives (including, without limitation, increasing profitability through unified branding and cross-marketing).

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

§1. Definitions.

“*Articles of Merger*” has the meaning set forth in §2(c) below.

“*Buyer*” has the meaning set forth in the preface above.

“*Buyer-owned Share*” means any Target Share that Buyer owns beneficially.

“*Buyer Share*” means any share of the common stock, \$1.00 par value per share, of Buyer.

“*Closing*” has the meaning set forth in §2(b) below.

“*Closing Date*” has the meaning set forth in §2(b) below.

“*Confidential Information*” means any information concerning the business and affairs of Target and its Subsidiaries that is not already generally available to the public.

“*Conversion Ratio*” has the meaning set forth in §2(d)(v) below.

“*Florida Business Corporation Act*” means the corporation law of the State of Florida, as amended.

“*Disclosure Schedule*” has the meaning set forth in §3 below.

“*Effective Time*” has the meaning set forth in §2(d)(i) below.

“*GAAP*” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

“*IRS*” means the Internal Revenue Service.

“*Knowledge*” means actual knowledge after reasonable investigation.

“*Lien*” means any mortgage, pledge, lien, encumbrance, charge, or other security interest, other than (a) liens for Taxes not yet due and payable or for taxes that the taxpayer is contesting in good faith through

appropriate proceedings, (b) purchase money liens and liens securing rental payments under capital lease arrangements, and (c) other liens arising in the Ordinary Course of Business and not incurred in connection with the borrowing of money.

“*Material Adverse Effect*” or “*Material Adverse Change*” means any effect or change that would be materially adverse to the business, assets, condition (financial or otherwise), operating results, operations, or business prospects of Target taken as a whole, or to the ability of any Party to consummate timely the transactions contemplated hereby.

“*Merger*” has the meaning set forth in §2(a) below.

“*Ordinary Course of Business*” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

“*Party*” has the meaning set forth in the preface above.

“*Person*” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

“*Requisite Buyer Stockholder Approval*” means the affirmative vote of the holders of [a majority] of the Buyer Shares in favor of this Agreement and the Merger.

“*Requisite Target Stockholder Approval*” means the affirmative vote of the holders of [a majority] of the Target Shares in favor of this Agreement and the Merger.

“*SEC*” means the Securities and Exchange Commission.

“*Securities Act*” means the Securities Act of 1933, as amended.

“*Securities Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Special Buyer Meeting*” has the meaning set forth in §5(c)(ii) below.

“*Special Target Meeting*” has the meaning set forth in §5(c)(ii) below.

“*Surviving Corporation*” has the meaning set forth in §2(a) below.

“*Target*” has the meaning set forth in the preface above.

“*Target Share*” means any share of the common stock, \$1.00 par value per share, of Target.

“*Target Stockholder*” means any Person who or that holds any Target Shares.

§2. *Basic Transaction.*

(a) *The Merger.* On and subject to the terms and conditions of this Agreement, Target will merge with and into Buyer (the “*Merger*”) at the Effective Time. Buyer shall be the corporation surviving the Merger (the “*Surviving Corporation*”).

(b) *The Closing.* The closing of the transactions contemplated by this Agreement (the “*Closing*”) shall take place at The Law Offices of Mark H. Ruff, P.A., in Maitland, Florida, commencing at 9:00 a.m. local time on the second business day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) or such other date as the Parties may mutually determine (the

“Closing Date”); provided, however, that the Closing Date shall be no earlier than March 31, 2015.

(c) *Actions at the Closing.* At the Closing, (i) Target will deliver to Buyer the various certificates, instruments, and documents referred to in §6(a) below, (ii) Buyer will deliver to Target the various certificates, instruments, and documents referred to in §6(b) below, and (iii) Buyer and Target will file with the Secretary of State of the State of Florida a Articles of Merger in the form attached hereto as Exhibit B (the “*Articles of Merger*”).

(d) *Effect of Merger.*

(i) *General.* The Merger shall become effective at the time (the “*Effective Time*”) Buyer and Target file the Articles of Merger with the Secretary of State of the State of Florida. The Merger shall have the effect set forth in the Florida Business Corporation Act. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of either Buyer or Target in order to carry out and effectuate the transactions contemplated by this Agreement.

(ii) *Articles of Incorporation.* The articles of incorporation of Buyer in effect at and as of the Effective Time will remain the articles of incorporation of Surviving Corporation without any modification or amendment in the Merger.

(iii) *Bylaws.* The bylaws of Buyer in effect at and as of the Effective Time will remain the bylaws of Surviving Corporation without any modification or amendment in the Merger.

(iv) *Directors and Officers.* The directors and officers of Buyer in office at and as of the Effective Time will remain the directors and officers of Surviving Corporation (retaining their respective positions and terms of office).

(v) *Conversion of Target Shares.* At and as of the Effective Time, (A) each Target Share shall be converted into the right to receive one (1) Buyer Share (the ratio of one Buyer Share to one Target Share is referred to herein as the “*Conversion Ratio*”), and (B) each Buyer-owned Share shall be canceled; provided, however, that the Conversion Ratio shall be subject to equitable adjustment in the event of any stock split, stock dividend, reverse stock split, or other change in the number of Target Shares outstanding. No Target Share shall be deemed to be outstanding or to have any rights other than those set forth above in this §2(d)(v) after the Effective Time.

(vi) *Buyer Shares.* Each Buyer Share issued and outstanding at and as of the Effective Time will remain issued and outstanding.

(e) *Payment Procedure.*

(i) Immediately after the Effective Time, (A) Buyer will furnish a stock certificate issued in the name of the record holder of outstanding Target Shares representing that number of Buyer Shares equal to the product of (I) the Conversion Ratio *times* (II) the number of outstanding Target Shares and (B) Buyer will notify each record holder of outstanding Target Shares and provide instructions for the holder to use in surrendering the certificates that represented his, her, or its Target Shares in exchange for a certificate representing the number of Buyer Shares to which he, she, or it is entitled.

(ii) Buyer will not pay any dividend or make any distribution on Buyer Shares (with a record date at or after the Effective Time) to any record holder of outstanding Target Shares until the holder surrenders for exchange his, her, or its certificates that represented Target Shares. Buyer instead will pay the dividend or make the distribution in escrow for the benefit of the holder pending surrender and exchange. Target Shares be entitled to any interest or earnings on the dividend or distribution pending receipt.

(iii) Buyer may cause the escrow agent to return any Buyer Shares and dividends and distributions

thereon remaining unclaimed 180 days after the Effective Time, and thereafter each remaining record holder of outstanding Target Shares shall be entitled to look to Buyer (subject to abandoned property, escheat, and other similar laws) as a general creditor thereof with respect to the Buyer Shares and dividends and distributions thereon to which he, she, or it is entitled upon surrender of his, her, or its certificates.

(iv) Buyer shall pay all charges and expenses of the escrow agent.

(f) *Closing of Transfer Records.* After the close of business on the Closing Date, transfers of Target Shares outstanding prior to the Effective Time shall not be made on the stock transfer books of Surviving Corporation.

§3. *Target's Representations and Warranties.* Target represents and warrants to Buyer that the statements contained in this §3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §3), except as set forth in the disclosure schedule accompanying this Agreement and initialed by the Parties (the "*Disclosure Schedule*"). The Disclosure Schedule will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this §3.

(a) *Organization, Qualification, and Corporate Power.* Target is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation. Target is duly authorized to conduct business and is in good standing under the laws of each jurisdiction where such qualification is required. Target has full corporate power and authority to carry on the business in which it is engaged and to own and use the properties owned and used by it.

(b) *Capitalization.* The entire authorized capital stock of Target consists of 100 Target Shares, of which 100 Target Shares are issued and outstanding and no Target Shares are held in treasury. All of the issued and outstanding Target Shares have been duly authorized and are validly issued, fully paid, and non-assessable. There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other contracts or commitments that could require Target to issue, sell, or otherwise cause to become outstanding any of its capital stock. There are no outstanding or authorized stock appreciations, phantom stock, profit participation, or similar rights with respect to Target.

(c) *Authorization of Transaction.* Target has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; provided, however, that Target cannot consummate the Merger unless and until it receives the Requisite Target Stockholder Approval. This Agreement constitutes the valid and legally binding obligation of Target, enforceable in accordance with its terms and conditions.

(d) *Non-contravention.* To the Knowledge of any director or officer of Target, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Target is subject or any provision of the charter or bylaws of Target or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Target is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Lien upon any of its assets). To the Knowledge of any director or officer of Target, and other than in connection with the provisions of the Florida Business Corporation Act, the Securities Exchange Act, the Securities Act, and the state securities laws, Target need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(e) *Undisclosed Liabilities.* Target has no undisclosed liabilities (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or

unliquidated, and whether due or to become due), including any liability for taxes, except for (i) liabilities set forth on the face of the balance sheet dated as of the most recent fiscal quarter end (rather than in any notes thereto) and (ii) liabilities that have arisen after the most recent fiscal quarter end in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of law).

(f) *Brokers' Fees.* Neither Target nor any of its Subsidiaries has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

(g) *Continuity of Business Enterprise.* Target operates at least one significant historic business line, or owns at least a significant portion of its historic business assets, in each case within the meaning of Reg. §1.368-1(d).

§4. *Buyer's Representations and Warranties.* Buyer represents and warrants to Target that the statements contained in this §4 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this §4), except as set forth in the Disclosure Schedule. The Disclosure Schedule will be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this §4.

(a) *Organization.* Buyer is a corporation (or other entity) duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation (or other formation).

(b) *Capitalization.* The entire authorized capital stock of Buyer consists of 100 Buyer Shares, of which 100 Buyer Shares are issued and outstanding and no Buyer Shares are held in treasury. All of the Buyer Shares to be issued in the Merger have been duly authorized and, upon consummation of the Merger, will be validly issued, fully paid, and non-assessable.

(c) *Authorization of Transaction.* Buyer has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder; provided, however, that Buyer cannot consummate the Merger unless and until it receives the Requisite Buyer Stockholder Approval. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

(d) *Non-contravention.* To the Knowledge of any director or officer of Buyer, neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject or any provision of the charter, bylaws, or other governing documents of Buyer or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject. To the Knowledge of any director or officer of Buyer, and other than in connection with the provisions of the Florida Business Corporation Act, the Securities Exchange Act, the Securities Act, and the state securities laws, Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(e) *Brokers' Fees.* Buyer does not have any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Target or any of its Subsidiaries could become liable or obligated.

(f) *Continuity of Business Enterprise.* It is the present intention of Buyer to continue at least one significant historic business line of Target, or to use at least a significant portion of Target's historic business assets in a business, in each case within the meaning of Reg. §1.368-1(d).

§5. *Covenants*. The Parties agree as follows with respect to the period from and after the execution of this Agreement.

(a) *General*. Each of the Parties will use its best efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the Closing conditions set forth in §6 below).

(b) *Notices and Consents*. Target will give any notices to third parties, and will use its best efforts to obtain any third-party consents referred to in §3(d) above and the items set forth in §5(b) of the Disclosure Schedule.

(c) *Regulatory Matters and Approvals*. Each of the Parties will give any notices to, make any filings with, and use its best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies in connection with the matters referred to in §3(d) and §4(d) above. Without limiting the generality of the foregoing:

(i) *Florida Business Corporation Act*. Target will call a special meeting of its stockholders (the “*Special Target Meeting*”) as soon as practicable in order that the stockholders may consider and vote upon the adoption of this Agreement and the approval of the Merger in accordance with the Florida Business Corporation Act. Buyer will call a special meeting of its stockholders (the “*Special Buyer Meeting*”) as soon as practicable in order that the stockholders may consider and vote upon the adoption of this Agreement and the approval of the Merger in accordance with the Florida Business Corporation Act.

(d) *Operation of Business*. Target will not engage in any practice, take any action, or enter into any transaction outside the Ordinary Course of Business. Without limiting the generality of the foregoing:

(i) Target will not authorize or effect any change in its charter or bylaws;

(ii) Target will not grant any options, warrants, or other rights to purchase or obtain any of its capital stock or issue, sell, or otherwise dispose of any of its stock (except upon the conversion or exercise of options, warrants, and other rights currently outstanding);

(iii) Target will not declare, set aside, or pay any dividend or distribution with respect to its stock (whether in cash or in kind), or redeem, repurchase, or otherwise acquire any of its capital stock, in either case outside the Ordinary Course of Business;

(iv) Target will not issue any note, bond, or other debt security or create, incur, assume, or guarantee any indebtedness for borrowed money or capitalized lease obligation outside the Ordinary Course of Business;

(v) Target will not impose any Lien upon any of its assets outside the Ordinary Course of Business;

(vi) Target will not make any capital investment in, make any loan to, or acquire the securities or assets of any other Person outside the Ordinary Course of Business;

(vii) Target will not make any change in employment terms for any of its directors, officers, and employees outside the Ordinary Course of Business; and

(viii) Target will not commit to any of the foregoing.

(e) *Full Access*. Target will permit representatives of Buyer (including legal counsel and accountants) to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of Target to all premises, properties, personnel, books, records (including tax records), contracts, and documents of or pertaining to Target. Buyer will treat and hold as such any Confidential Information it

receives from Target in the course of the reviews contemplated by this §5(e), will not use any of the Confidential Information except in connection with this Agreement, and, if this Agreement is terminated for any reason whatsoever, agrees to return to Target all tangible embodiments (and all copies) thereof that are in its possession.

(f) *Notice of Developments.* Each Party will give prompt written notice to the other of any material adverse development causing a breach of any of its own representations and warranties in §3 and §4 above. No disclosure by any Party pursuant to this §5(f), however, shall be deemed to amend or supplement the Disclosure Schedule or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

(g) *Exclusivity.* Target will not solicit, initiate, or encourage the submission of any proposal or offer from any Person relating to the acquisition of all or substantially all of the capital stock or assets of Target (including any acquisition structured as a merger, consolidation, or share exchange); provided, however, that Target and its directors and officers will remain free to participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing to the extent their fiduciary duties may require. Target shall notify Buyer immediately if any Person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.]

(h) *Indemnification.*

(i) Buyer, as the Surviving Corporation in the Merger, will observe any indemnification provisions now existing in the certificate of incorporation or bylaws of Target for the benefit of any individual who served as a director or officer of Target at any time prior to the Effective Time.

(ii) Buyer will indemnify each individual who served as a director or officer of Target at any time prior to the Effective Time from and against any and all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including all court costs and attorneys' fees and expenses, resulting from, arising out of, relating to, in the nature of, or caused by this Agreement or any of the transactions contemplated herein.

(i) *Continuity of Business Enterprise.* Buyer will continue at least one significant historic business line of Target, or use at least a significant portion of Target's historic business assets in a business, in each case within the meaning of Reg. §1.368-1(d), except that Buyer may transfer Target's historic business assets (i) to a corporation that is a member of Buyer's "qualified group," within the meaning of Reg. §1.368-1(d)(4)(ii), or (ii) to a partnership if (A) one or more members of Buyer's "qualified group" have active and substantial management functions as a partner with respect to Target's historic business or (B) members of Buyer's "qualified group" in the aggregate own an interest in the partnership representing a significant interest in Target's historic business, in each case within the meaning of Reg. §1.368-1(d)(4)(iii).

§6. *Conditions to Obligation to Close.*

(a) *Conditions to Buyer's Obligation.* The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) this Agreement and the Merger shall have received the Requisite Target Stockholder Approval;

(ii) Target shall have procured all of the third-party consents specified in §5(b) above;

(iii) the representations and warranties set forth in §3 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term "material," or contain terms such as "Material Adverse Effect" or "Material Adverse Change," in which case such representations and warranties (as so written, including the term

“material” or “Material”) shall be true and correct in all respects at and as of the Closing Date;

(iv) Target shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term “material,” or contain terms such as “Material Adverse Effect” or “Material Adverse Change,” in which case Target shall have performed and complied with all of such covenants (as so written, including the term “material” or “Material”) in all respects through the Closing;

(v) no action, suit, or proceeding shall be pending or threatened before (or that could come before) any court or quasi-judicial or administrative agency of any federal, state, local, or non-U.S. jurisdiction or before (or that could come before) any arbitrator wherein an unfavorable injunction, judgment, order, decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) adversely affect the right of Surviving Corporation to own the former assets, to operate the former business, and to control the former Subsidiaries of Target. There shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

(vi) this Agreement and the Merger shall have received the Requisite Buyer Stockholder Approval;

(vii) the Parties shall have received all other authorizations, consents, and approvals of governments and governmental agencies referred to in §3(d) and §4(d) above;

(viii) Buyer shall have received the resignations, effective as of the Closing, of each director and officer of Target other than those whom Buyer shall have specified in writing at least [5] business days prior to the Closing; and

(ix) all actions to be taken by Target in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to Buyer.

Buyer may waive any condition specified in this §6(a) if it executes a writing so stating at or prior to the Closing.

(b) *Conditions to Target's Obligation.* The obligation of Target to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) this Agreement and the Merger shall have received the Requisite Buyer Stockholder Approval;

(ii) the representations and warranties set forth in §4 above shall be true and correct in all material respects at and as of the Closing Date, except to the extent that such representations and warranties are qualified by the term “material,” or contain terms such as “Material Adverse Effect” or “Material Adverse Change,” in which case such representations and warranties (as so written, including the term “material” or “Material”) shall be true and correct in all respects at and as of the Closing Date;

(iii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing, except to the extent that such covenants are qualified by the term “material,” or contain terms such as “Material Adverse Effect” or “Material Adverse Change,” in which case Buyer shall have performed and complied with all of such covenants (as so written, including the term “material” or “Material”) in all respects through the Closing;

(vi) no action, suit, or proceeding shall be pending or threatened before (or that could come before) any court or quasi-judicial or administrative agency of any federal, state, local, or non-U.S. jurisdiction or before (or that could come before) any arbitrator wherein an unfavorable injunction, judgment, order,

decree, ruling, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) adversely affect the right of Surviving Corporation to own the former assets, to operate the former business, and to control the former Subsidiaries of Target. There shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

(vii) this Agreement and the Merger shall have received the Requisite Target Stockholder Approval;

(viii) all actions to be taken by Buyer in connection with consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be satisfactory in form and substance to Target.

Target may waive any condition specified in this §6(b) if it executes a writing so stating at or prior to the Closing.

§7. Termination.

(a) *Termination of Agreement.* Either of the Parties may terminate this Agreement with the prior authorization of its board of directors (whether before or after stockholder approval) as provided below:

(i) the Parties may terminate this Agreement by mutual written consent at any time prior to the Effective Time;

(ii) Buyer may terminate this Agreement by giving written notice to Target at any time prior to the Effective Time (A) in the event Target has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Buyer has notified Target of the breach, and the breach has continued without cure for a period of 10 days after the notice of breach or (B) if the Closing shall not have occurred on or before March 31, 2015, by reason of the failure of any condition precedent under §6(a) hereof (unless the failure results primarily from Buyer breaching any representation, warranty, or covenant contained in this Agreement);

(iii) Target may terminate this Agreement by giving written notice to Buyer at any time prior to the Effective Time (A) in the event Buyer has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Target has notified Buyer of the breach, and the breach has continued without cure for a period of 10 days after the notice of breach or (B) if the Closing shall not have occurred on or before March 31, 2015, by reason of the failure of any condition precedent under §6(b) hereof (unless the failure results primarily from Target breaching any representation, warranty, or covenant contained in this Agreement);

(iv) Target may terminate this Agreement by giving written notice to Buyer at any time prior to the Effective Time in the event Target's board of directors concludes that termination would be in the best interests of Target and its stockholders; or

(v) any Party may terminate this Agreement by giving written notice to the other Party at any time after the Special Buyer Meeting or the Special Target Meeting in the event this Agreement and the Merger fail to receive the Requisite Buyer Stockholder Approval or the Requisite Target Stockholder Approval respectively.

(b) *Effect of Termination.* If any Party terminates this Agreement pursuant to §7(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party to any other Party (except for any liability of any Party then in breach); provided, however, that the confidentiality provisions contained in §5(g) above shall survive any such termination.

§8. *Miscellaneous.*

(a) *Survival.* None of the representations, warranties, and covenants of the Parties (other than the provisions in §2 above concerning issuance of the Buyer Shares, the provisions in §5(h) above concerning indemnification, and the provisions in §5(i) above concerning certain requirements for a tax-free reorganization will survive the Effective Time.

(b) *Press Releases and Public Announcements.* No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its best efforts to advise the other Party prior to making the disclosure).

(c) *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns; provided, however, that (i) the provisions in §2 above concerning issuance of the Buyer Shares and the provisions in §5(i) above concerning certain requirements for a tax-free reorganization are intended for the benefit of Target Stockholders and (ii) the provisions in §5(h) above concerning indemnification are intended for the benefit of the individuals specified therein and their respective legal representatives.

(d) *Entire Agreement.* This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(e) *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(f) *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(g) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) *Notices.* All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) 1 business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) 1 business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) 4 business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Target:
Craig Kurrack
16210 N. Florida Ave.
Lutz, FL 33549

Copy to:
Cheryl Mitchell
Mitchell & Company, CPA'S PA
14502 North Dale Mabry Highway # 334
Tampa, FL 33618

If to Buyer:
Craig Kurrack
16210 N. Florida Ave.
Lutz, FL 33549

Copy to:
Cheryl Mitchell
Mitchell & Company, CPA'S PA
14502 North Dale Mabry Highway # 334
Tampa, FL 33618

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(i) *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

(j) *Amendments and Waivers.* The Parties may mutually amend any provision of this Agreement at any time prior to the Effective Time with the prior authorization of their respective boards of directors; provided, however, that any amendment effected subsequent to stockholder approval will be subject to the restrictions contained in the Florida Business Corporation Act. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both of the Parties. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such default, misrepresentation, or breach of warranty or covenant.

(k) *Severability.* Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(l) *Expenses.* Each of the Parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(m) *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or non-U.S. statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires. The word "including" shall mean including without limitation.

(n) *Incorporation of Exhibits and Schedules.* The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

NVIROTECT PEST CONTROL SERVICES, INC.

By: C. Ull

Title: President

NEIGHBORHOOD PEST CONTROL, LAWN AND SHRUB CARE, INC.

By: C. Ull

Title: President

RECEIVED
DIVISION OF CORPORATIONS
15 APR 10 PM 1:11

EXHIBIT "A"
ARTICLES OF MERGER

DISCLOSURE SCHEDULE

None