
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): February 27, 2009

N-VIRO INTERNATIONAL CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware	0-21802	34-1741211
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(IRS Employer Identification No.)

3450 W. Central Avenue, Suite 328 Toledo, Ohio	43606
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (419) 535-6374

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
-

Item 1.01 Entry Into a Material Definitive Agreement

On February 27, 2009, the Board of Directors (the "Board") of N-Viro International Corporation (the "Company") approved a one year extension of warrant agreements with four stockholders that participated in a private placement of our common stock in 2004 and were scheduled to terminate on March 1, 2009. All of the warrant agreements affected were extended for one (1) year to March 1, 2010. The warrant agreements are exercisable for shares of common stock at an exercise price of \$1.85 per share. A form of the warrant agreement is attached to this Form 8-K as Exhibit 4.1.

In exchange for the extension, each warrant holder agreed to exercise for cash 1% of their respective number of shares that were offered this extension. The holders exercised warrants for a total of 2,932 shares of common stock and the Company received \$5,424.20 in cash for such exercises. The remaining outstanding warrant agreements are exercisable for an aggregate of 382,953 shares of common stock.

The holders of warrants participating in this extension included the following affiliates of the Company: Carl Richard, a member of the Board, who extended 81 warrants, and The Cooke Family Trust, a holder of more than 10% of our outstanding common stock, which extended 450 warrants.

As part of the extension of the warrant agreement, the Board determined that it would make available the opportunity for a 1-year extension of warrant agreements to all holders who originally acquired the warrant agreements in the 2004 private placement of common stock. The remaining outstanding warrant agreements expire at the end of 2009 and 2010. As of April 30, 2009, there were outstanding warrant agreements exercisable for 148,054 shares of common stock that potentially would be eligible for an extension. Any offer to extend the warrants will be made by the Company directly to the holders of the warrant agreements under appropriate disclosure and offering documents.

THIS DESCRIPTION IN THIS FORM 8-K IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL ANY SECURITIES. ANY SUCH SOLICITATION TO SELL OR OFFER TO BUY ANY SECURITIES OF THE COMPANY WILL ONLY BE MADE PURSUANT TO APPROPRIATE OFFERING DOCUMENTS.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

N-VIRO INTERNATIONAL CORPORATION

Dated: May 1, 2009

By: /s/ James K. McHugh
James K. McHugh
Chief Financial Officer

WARRANT TO PURCHASE

SHARES OF COMMON STOCK

OF

N-VIRO INTERNATIONAL CORPORATION (the "Company")

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY HAVE BEEN ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISTRIBUTED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL, SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1993, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS.

Issuance No. _____

[Date]

THIS CERTIFIES THAT, for valuable consideration received, _____ (the "Holder"), or its successors or assigns, is entitled to purchase _____ (_____) fully paid and nonassessable shares of common stock, with par value of \$.01 per share, of the Company (the "Stock") at a purchase price of One and 85/100 Dollars (\$1.85) per share. The number of shares of Stock to be received upon exercise of this Warrant and the price to be paid per share of Stock may be adjusted, from time to time as hereinafter set forth. The shares of Stock deliverable upon such exercise, as adjusted from time to time, are hereinafter sometimes referred to as "Warrant Shares" and the exercise price for a share of Stock in effect at any time and as adjusted from time to time is hereinafter sometimes referred to as the "Warrant Price". The terms and provisions of Stock as of the date hereof are set forth in the Certificate of Incorporation of the Company.

1. ANTIDILUTION PROVISIONS.

(a) Adjustment of Number of Shares. This Warrant, the Warrant Price and the number of Warrant Shares are subject to adjustment under the following provisions:

(i) Dividends, Reclassification, etc. In case, prior to the expiration of this Warrant by exercise or by its terms, the Company shall at any time issue Stock as a stock dividend or other distribution or subdivide the number of outstanding shares of Stock into a greater number of shares, then, in either of such cases, the Warrant Price of the Warrant Shares purchasable pursuant to this Warrant in effect at the time of such action shall be proportionately reduced and the number of Warrant Shares at that time purchasable pursuant to this Warrant shall be proportionately increased; and conversely, in the event the Company shall contract the number of outstanding shares of Stock by combining such shares into a smaller number of shares, then, in such case, the Warrant Price of the Warrant Shares purchasable pursuant to this Warrant in effect at the time of such action shall be proportionately increased and the number of Warrant Shares at that time purchasable pursuant to this Warrant shall be proportionately

decreased. If the Company shall, at any time during the life of this Warrant, declare a dividend payable in cash on its Stock and shall at substantially the same time offer to the holders of its Stock the right to purchase new Stock from the proceeds of such dividend or for an amount substantially equal to the dividend, all shares of Stock so issued shall, for the purpose of this Warrant be deemed to have been issued as a stock dividend. Any dividend paid or distributed upon the Stock in shares of any other class of securities convertible into Stock shall be treated as a dividend paid in Stock to the extent that Stock is issuable upon the conversion thereof.

(ii) No Adjustment for Small Amounts. The Company shall not be required to give effect to any adjustment in the Warrant Price unless and until the net effect of one or more adjustments, determined as provided above, shall have required a change of the Warrant Price by at least thirteen cents (\$.12), but when the cumulative net effect of more than one adjustment so determined shall be to change the actual Warrant Price by at least twenty cents (\$.12), such change in the Warrant Price shall thereupon be given effect.

(b) Stock Defined. Whenever reference is made in this Section 1 to the issue or sale of shares of Stock, the term "Stock" shall mean the Stock of the Company of the class authorized as of the date hereof and any other class of stock ranking on a parity with such Stock. However, shares issuable upon exercise of this Warrant shall include only shares of the class designated as Stock of the Company as of the date hereof.

(c) Determination of Adjusted Purchase Price. Upon the occurrence of each event requiring an adjustment of the Warrant Price and of the number of Warrant Shares purchasable pursuant to this Warrant in accordance with, and as required by, the terms of this Warrant, the Company shall forthwith employ a firm of certified public accountants (who may be the regular accountants for the Company) who shall compute the adjusted Warrant Price and the adjusted number of shares purchasable at such adjusted Warrant Price by reason of such event in accordance with the provisions hereof. The Company shall mail forthwith to the holder of this Warrant a copy of such computation.

2. LIMITATIONS ON EXERCISE RIGHT.

This Warrant is exercisable only from the date of issuance through and including the expiration date of **March 1, 2010**.

3. EXERCISE OF WARRANT.

The terms and conditions upon which this Warrant may be exercised, and the Stock covered hereby may be purchased, are as follows:

(a) Method of Exercise. At any time after 12:01 a.m. Toledo, Ohio time on the date hereof and prior to 5:00 p.m., Toledo, Ohio time on March 1, 2010, the Holder may exercise in whole or in part this Warrant. Such exercise shall be effected by:

(i) the surrender of this Warrant, together with a duly executed copy of the Notice of Exercise attached hereto, to the Secretary or any Assistant Secretary of the Company at its principal offices.

(ii) the payment to the Company, by certified or cashier's check or bank draft payable to its order, of an amount equal to the aggregate Warrant Price for the number of Warrant Shares for which the purchase rights hereunder are being exercised.

(b) Issuance of Shares. The Company shall cause, at its expense, the issuance within five (5) business days of the date of exercise hereof to the Holder of such number of Warrant Shares as subscribed for by the Holder. All such Warrant Shares shall be unregistered, restricted securities. In the event that, pursuant to subparagraph 3(a), there is a partial exercise of a Warrant, a Warrant for the unexercised portion shall be issued to the Holder.

(c) Conditions Precedent to Obligations of the Company. The obligation of the Company under this Warrant to sell and deliver the Warrant Shares, is at its option, subject to (i) receiving an opinion of counsel for the Company that the Company has complied with or is exempt from (a) all applicable registration requirements under the Securities Act of 1933, (b) all applicable registration requirements under the securities laws of any state, and (c) all other requirements of law or of any regulatory body having jurisdiction over the issuance and delivery of the Warrant Shares; and (ii) the Holder's complying with all the terms and conditions of this Warrant.

(d) Restrictive Legend. Any stock certificates evidencing Warrant Shares acquired under this Warrant pursuant to an unregistered transaction shall bear the following restrictive legend and such other restrictive legends as are required or deemed advisable under the provisions of any applicable law:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. THEY HAVE BEEN ACQUIRED SOLELY FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE DISTRIBUTED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL, SATISFACTORY IN FORM AND SUBSTANCE TO THE COMPANY, THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1993, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS.

4. RESERVATION OF STOCK ISSUABLE UPON CONVERSION.

Solely for the purpose of effecting the exercise of this Warrant the Company shall at all times reserve and keep available out of its authorized but unissued shares of Stock such number of shares of Stock as shall from time to time be sufficient to effect the exercise of this Warrant.

5. TRANSFERS AND EXCHANGES.

(a) Subject only to limitations imposed by the Securities Act of 1933, as amended, and applicable state securities laws, this Warrant and all rights hereunder are transferable in whole, or in part, by the Holder. The transfer shall be recorded on the books of the Company upon the surrender of this Warrant, properly endorsed, to the Secretary or any Assistant Secretary of the Company at its principal offices and the payment to the Company of all transfer taxes and other governmental charges imposed on such transfer (if any) and a new Warrant shall be issued in the name of the transferee. In the event of a partial transfer, the Company shall issue to the Holders one or more appropriate new Warrants.

(b) Each Holder agrees that this Warrant when endorsed in blank shall be negotiable and that when so endorsed the Holder may be treated by the Company and all other persons dealing with this Warrant as the absolute owner for all purposes and as the person entitled to exercise the purchase

rights evidenced hereby; provided, however, that until such time as the transfer is recorded on the books of the Company, the Company may treat the registered Holder of this Warrant as the absolute owner.

(c) All Warrants issued in connection with transfers or exchanges of this Warrant shall bear the same date as this Warrant and shall be identical in form and provision to this Warrant except for the number of shares purchasable thereunder.

6. NO PRIVILEGES OF STOCK OWNERSHIP.

Prior to exercise of this Warrant, the Holder shall not be entitled to any rights of a shareholder of the Company, including (without limitation) the right to vote, receive dividends or other distributions, exercise preemptive rights or be notified of shareholder meetings, and such Holder shall not be entitled to any notice or other communication concerning the business or affairs of the Company except as otherwise provided herein.

7. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to the Holder as follows:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and the Company has all requisite corporate power and authority to own its properties and conduct its business as now being conducted. The Company is duly licensed or qualified to conduct business in each jurisdiction wherein the failure to be licensed or qualified could have a material adverse effect on the business or financial condition of the Company or its ability to execute, deliver or perform its obligations under this Warrant.

(b) Upon issuance thereof and payment therefore as contemplated in this Warrant, each Warrant Share will have been duly authorized and validly issued and will be fully paid and nonassessable and free of preemptive rights.

(c) The Company has all requisite corporate power and authority to execute, deliver and perform this Warrant and to consummate the transactions contemplated hereby. The Company has taken all requisite corporate action to authorize the execution, delivery and performance of this Warrant. This Warrant has been duly executed and delivered by the Company. This Warrant is the legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms.

(d) The execution, delivery and performance of this Warrant and the consummation of the transaction contemplated hereby; (i) do not violate any provisions of law applicable to the Company, (ii) will not conflict with, or result in the breach or termination of any provision of, or constitute a default under (in each case whether with or without the giving of notice or the lapse of time or both), the Company's Certificate of Incorporation or By-Laws, or any indenture, mortgage, lease, deed of trust, or other instrument, contract or agreement or any order, judgment, arbitration award, or decree to which the Company is a party or by which it or any of its assets and properties are bound and (iii) do not and will not result in the creation of any encumbrance upon any of the properties, assets, or business of the Company.

8. NOTICES.

All communications hereunder shall be in writing and shall be deemed duly given when delivered personally, when sent by facsimile transmission (receipt confirmed) or one day after being mailed by first class mail, postage prepaid or sent by overnight courier, properly addressed, if to the Company, to N-Viro International Corporation, 3450 W. Central Avenue, Suite 328, Toledo, Ohio 43606, Attention: Timothy R. Kasmoch President and CEO, fax 419-535-7008 or if to the Holder hereof, at the

address last appearing on the records of the Company. The Company or the Holder hereof may change such address and/or facsimile number at any time or times by notice hereunder to the other.

9. GOVERNING LAW.

This Warrant shall be binding upon any successors or assigns of the Company. This Warrant shall constitute a contract under the laws of Delaware and for all purposes shall be construed in accordance with and governed by the laws of said state, without giving effect to the conflict of laws principles.

10. ATTORNEY'S FEES.

In any litigation, arbitration or court proceeding between the Company and the Holder as the holder of this Warrant relating hereto, the prevailing party shall be entitled to reasonable attorney's fees and expenses incurred in enforcing this Warrant.

11. AMENDMENTS.

This Warrant may be amended and the observance of any term of this Warrant may be waived only with the written consent of the Company and the Holder as the holder hereof.

12. SUCCESSORS AND ASSIGNS

The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Company and the holder thereof and their respective successors and assigns.

N-VIRO INTERNATIONAL CORPORATION

By: _____
James K. McHugh
Secretary and Treasurer

Dated: _____

NOTICE OF EXERCISE

To: N-Viro International Corporation

1. The undersigned hereby elects to purchase _____ shares (the "Shares") of common stock \$.01 par value of N-Viro International Corporation, a Delaware Corporation (the "Company"), pursuant to the terms of the attached Warrant, and tenders herewith payment of the purchase price and any transfer taxes payable pursuant to the terms of the Warrant, together with an investment representation statement in form and substance satisfactory to legal counsel to the Company.

2. The Shares to be received by the undersigned upon exercise of the Warrant are being acquired for its own account not as a nominee or agent, and not with a view to resale or distribution of any part thereof, and the undersigned has no present intention of selling, granting any participation in, or otherwise distributing the same, except in compliance with applicable federal and state securities laws. The undersigned further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person or to any third person, with respect to the Shares. The undersigned believes it has received all the information it considers necessary or appropriate for deciding whether to purchase the Shares.

3. The undersigned understands that the Shares are characterized as "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in transactions not involving a public offering and that under such laws and applicable regulations such securities may be resold without registration under the Securities Act of 1933, as amended (the "Act"), only in certain limited circumstances. In this connection, the undersigned represents that it is familiar with Rule 144 of the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

4. The undersigned understands the certificates evidencing the Shares may bear one or all of the following legends:

(a) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT."

(b) Any legend required by applicable state law.

5. Please issue a certificate or certificates representing said Shares in the name of the undersigned.

6. Please issue a new Warrant for the unexercised portion of the attached Warrant in the name of the undersigned.

[Name]

[Date]

[Signature]