

Division of Corporations

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P0200013257E

Florida Department of State

Division of Corporations

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MERGER OR SHARE EXCHANGE

CONNELL & COMPANY, INC.

Certificate of Status	1
Certified Copy	1
Page Count	13
Estimated Charge	\$87.50

Merger
KRB
(16)
1/3

ARTICLES OF MERGER
Merger Sheet

MERGING:

CONNELL'S SUNRIDGE ORCHARDS, INC., a Wisconsin corporation qualified
in Florida #F01000003784

INTO

CONNELL & COMPANY, INC., a Florida entity, P02000132575

File date: January 3, 2003

Corporate Specialist: Karen Gibson



FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

January 3, 2003

CONNELL & COMPANY, INC.
6074 WESTBOROUGH DRIVE
NAPLES, FL 34112

SUBJECT: CONNELL & COMPANY, INC.
REF: P02000132575

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

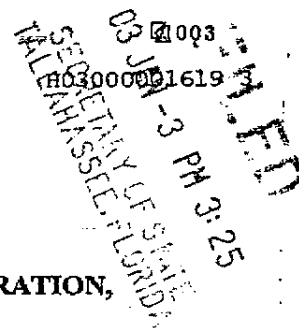
THE NAME OF THE WISCONSIN CORPORATION MUST BE CORRECTED THROUGHOUT THE DOCUMENT. IT SHOULD READ "CONNELL'S SUNRIDGE ORCHARDS, INC.". PLEASE ADD THE "S" TO ORCHARDS.

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

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson
Document Specialist

FAX Aud. #: H03000001619
Letter Number: 803A00000317



**ARTICLES OF MERGER
OF
CONNELL'S SUNRIDGE ORCHARDS, INC., A WISCONSIN CORPORATION,
INTO
CONNELL & COMPANY, INC., A FLORIDA CORPORATION**

ARTICLES OF MERGER between Connell & Company, Inc., a Florida corporation ("Florida Corporation") and Connell's Sunridge Orchards, Inc., a Wisconsin corporation (the "Wisconsin Corporation").

Under §607.1105 of the Florida Business Corporation Act (the "Florida Act") and §180 of the Wisconsin Business Corporation Act (the "Wisconsin Act"), Florida Corporation and the Wisconsin Corporation adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated December 17, 2002 ("Plan of Merger"), between Florida Corporation and the Wisconsin Corporation was approved and adopted by the shareholders of Florida Corporation on December 17, 2002, and was adopted by the shareholders of the Wisconsin Corporation on December 17, 2002.

2. The designation, number of outstanding shares, and number of votes entitled to be cast by each voting group entitled to vote separately on the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger as to each corporation is as follows:

<u>Designation of Group</u>	<u>Shares Outstanding</u>	<u>Number of Votes</u>
Florida Corporation Shareholders Common Stock	200	200
Wisconsin Corporation Shareholders Common Stock	200	200

3. The total number of votes cast for and against the Plan of Merger by each voting group entitled to vote separately on the Plan of Merger is as follows:

<u>Voting Group</u>	<u>Voting For</u>	<u>Voting Against</u>
Florida Corporation Shareholders Common Stock	200	0
Wisconsin Corporation Shareholders Common Stock	200	0

3. Under the Plan of Merger, all issued and outstanding shares of the Wisconsin Corporation's stock will be acquired by means of a merger of the Wisconsin Corporation into Florida Corporation with Florida Corporation, the surviving corporation (the "Merger").

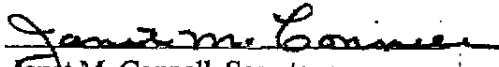
4. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth herein.

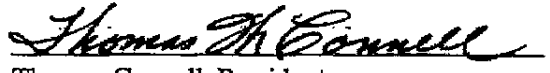
5. The date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida and the Secretary of State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed these Articles of Merger on December 17, 2002.

ATTEST:

Connell & Company, Inc., a Florida Corporation


Janet M. Connell, Secretary


Thomas Connell, President

ATTEST:

Connell's Sunridge Orchard, Inc., a Wisconsin Corporation


Mark T. Connell, Secretary


Janet M. Connell, President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made as of December 17, 2002, by and among:

- (i) Connell & Company, Inc., a Florida corporation (the "Florida Corporation"); and
- (iii) Connell's Sunridge Orchards, Inc., a Wisconsin corporation (the "Wisconsin Corporation").

Florida Corporation and Wisconsin Corporation are collectively referred to herein as the "Constituent Corporations."

Recitals

Whereas, the parties desire to adopt a plan of reorganization within the meaning of Section 368(a) of the 1986 Code, as amended;

Whereas, Constituent Corporations deem it advisable that Wisconsin Corporation be merged into Florida Corporation pursuant to this Agreement and in accordance with the applicable statutes of the States of Wisconsin and Florida;

Whereas, at or prior to the Effective Date as hereinafter defined, Florida Corporation will acquire from Parent the number of shares of Parent Common Stock necessary to complete the merger provided for herein.

Operative Provisions

Section 1 – The Merger

1.1 **Transfer of Property and Liabilities.** Upon the Effective Date (as defined in Section 12) of the merger, the separate existence of Wisconsin Corporation shall cease; all of the outstanding shares of stock of Wisconsin Corporation shall be exchanged for and converted into shares of stock of Florida Corporation, as hereinafter provided; and upon the filing of Articles of Merger and this Agreement, certified as to the requisite stockholder approval, with the Secretary of State of the State of Florida and with the Department of State of the State of Wisconsin, the Florida Corporation shall possess all the rights, privileges, immunities, powers, and purposes, and all the property, real and personal, causes of action, and every other asset of Wisconsin Corporation, and shall assume and be liable for all the liabilities, obligations, and penalties of Wisconsin Corporation, in accordance with the Wisconsin Business Corporation Act (the "Wisconsin Act") and the Florida Business Corporation Act (the "Florida Act").

1.2 **Florida Corporation.** Following the merger, the existence of the Florida Corporation shall continue unaffected and unimpaired by the merger, with all the rights, privileges, immunities, and powers, and subject to all the duties and liabilities, of a corporation

organized under the laws of the State of Florida. The Certificate of Incorporation and Bylaws of Florida Corporation, as in effect immediately prior to the Effective Date, shall continue in full force and effect and shall not be changed in any manner by the merger. The directors of Florida Corporation immediately prior to the Effective Date shall continue as the directors of the Florida Corporation, and the officers of Wisconsin Corporation immediately prior to the Effective Date shall become the officers of the Florida Corporation.

Section 2 – Conversion of Shares

2.1 Conversion Ratio. Each share of Wisconsin Corporation Common Stock issued and outstanding immediately prior to the Effective Date (exclusive of shares held in the treasury of Wisconsin Corporation, which shares shall be canceled upon the Effective Date) shall, without any action on the part of Florida Corporation, or any holder of such shares, be converted by the merger into an equal number of shares of Florida Corporation.

2.2 Shares of Florida Corporation. None of the issued shares of Florida Corporation shall be converted as a result of the merger, but all of such shares shall remain issued shares of capital stock of the Florida Corporation.

2.3 Exchange of Certificates. As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates that prior thereto represented shares of Wisconsin Corporation Common Stock shall surrender the same to the Florida Corporation as exchange agent for all such holders (the "Exchange Agent"), and such holders shall be entitled upon such surrender to receive in exchange therefore certificates representing the number of whole shares of Florida Corporation Common Stock into which the shares theretofore represented by the certificate or certificates so surrendered shall have been converted. Adoption of the Agreement by the shareholders of Wisconsin Corporation shall constitute ratification of the appointment of the Florida Corporation as Exchange Agent.

2.3.1 Until so surrendered, each outstanding certificate that, prior to the Effective Date, represented Wisconsin Corporation Common Stock, shall be deemed for all corporate purposes (except the payment of dividends) to evidence ownership of the number of whole shares of Florida Corporation Common Stock into which the shares of Wisconsin Corporation Common Stock presented thereby prior to such Effective Date shall have been converted.

2.3.2 After the Effective Date and until the outstanding certificates formerly representing shares of Wisconsin Corporation Common Stock are so surrendered, no dividend payable to holders of record of the Florida Corporation Common Stock shall be paid to the holders of such outstanding Wisconsin Corporation certificates in respect thereof. Upon surrender of such outstanding certificates, however, there shall be paid to the holders of the certificates for Florida Corporation Common Stock issued in exchange therefore the amount of dividends, if any, that theretofore became payable with respect to such full shares of Florida Corporation Common Stock, but that have not theretofore been paid on such stock. No interest shall be payable with respect to the payment of any dividends.

Section 3 – Representations and Warranties of Wisconsin Corporation

3.1 Corporate Organization and Good Standing. Wisconsin Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

3.2 Capitalization. Wisconsin Corporation's authorized capital stock consists of 200 shares of Wisconsin Corporation Common Stock, without par value, of which 200 shares are issued and outstanding, fully paid and non-assessable. There are no options, warrants, or rights outstanding to purchase shares of Wisconsin Corporation Common Stock from Wisconsin Corporation.

3.3 Subsidiaries. Wisconsin Corporation has no subsidiaries.

3.4 Financial Statements. Wisconsin Corporation's balance sheet as of December 31, 2001, and the related statements of income and retained earnings for the year then ended, and the unaudited balance sheets and related statements of income and retained earnings for the period ended June 30, 2002, copies of which have been delivered by Wisconsin Corporation to Florida Corporation, fairly present the financial condition of Wisconsin Corporation as of said dates and the results of its operations for the periods then ended, in conformity with generally accepted accounting principles consistently applied for the periods covered.

3.5 Absence of Undisclosed Liabilities. Except to the extent reflected or reserved against in Wisconsin Corporation's balance sheet as of June 30, 2002, Wisconsin Corporation did not have at that date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

3.6 Absence of Certain Changes. Except as heretofore disclosed in writing by Wisconsin Corporation to Florida Corporation, there has been no material adverse change in the business, properties, or financial condition of Wisconsin Corporation since June 30, 2002.

3.7 Litigation and Other Proceedings. Except as heretofore disclosed in writing by Wisconsin Corporation to Florida Corporation, there is no litigation, proceeding, or investigation pending or, to the knowledge of Florida Corporation, threatened against Wisconsin Corporation that, if successful, might result in a material adverse change in the business, properties, or financial condition of Wisconsin Corporation or which questions the validity or legality of the Agreement or of any action taken or to be taken by Wisconsin Corporation in connection with this Agreement.

3.8 Contracts. Except as heretofore disclosed in writing by Wisconsin Corporation to Florida Corporation, Wisconsin Corporation is not a party to any material contract not in the ordinary course of business that is to be performed in whole or in part at or after the date of this Agreement.

3.9 Title. Wisconsin Corporation has good and marketable title to all the real property and good and valid title to all other property included in the balance sheet of Wisconsin Corporation as of June 30, 2002, other than property disposed of in the ordinary course of business after said date. Except as heretofore disclosed in writing by Wisconsin Corporation to Florida Corporation, the properties of Wisconsin Corporation are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances that do not materially interfere with the use of the property in the conduct of the business of Wisconsin Corporation.

3.10 Tax Returns. All federal and state tax returns of Wisconsin Corporation have been properly prepared and filed for all periods through the Effective Date. Except as heretofore disclosed in writing by Wisconsin Corporation to Florida Corporation, the provisions for federal and state taxes reflected in the financial statements referred to in Section 3.4 hereof are adequate to cover any such taxes that may be assessed against Wisconsin Corporation in respect of its business and its operations during the periods covered by said financial statements and all prior periods.

3.11 No Violations. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Wisconsin Corporation is subject or by which Wisconsin Corporation is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Wisconsin Corporation's properties, business operations, or financial condition.

3.12 Authorization. Execution of this Agreement has been duly authorized and approved by Wisconsin Corporation's board of directors and shareholders

Section 4 – Representations and Warranties of Florida Corporation

4.1 Corporate Organization and Good Standing. Florida Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

4.2 Capitalization. Florida Corporation's authorized capital stock consists of ten thousand shares of Florida Corporation Common Stock, have one dollar (\$1.00) par value per share, of which two hundred (200) shares are issued and outstanding, fully paid and non-assessable. There are no options, warrants, or rights outstanding to purchase shares of Florida Corporation Common Stock from Surviving Corporation.

4.3 Subsidiaries. Florida Corporation has no subsidiaries.

4.4 Absence of Parent Liabilities. Prior the Effective Date, Florida Corporation will have engaged only in the transactions contemplated by the Agreement, will have no material liabilities, and will have incurred no obligations except in connection with its performance of the transactions provided for in this Agreement, except as may arise under substantially similar Agreements and Plans of Merger with its other subsidiaries.

4.5 No Violations. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Florida Corporation is subject or by which Florida Corporation is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Florida Corporation's properties, business operations, or financial condition.

4.6 Authorization. Execution of this Agreement has been duly authorized and approved by Florida Corporation's board of directors and shareholders

Section 5 – Representations and Warranties of Florida Corporation

5.1 Florida Corporation's Corporate Standing. Florida Corporation is a duly organized and validly existing corporation in good standing under the laws of the State of Florida with corporate power to own its property and to carry on its business as now conducted; and all of its outstanding shares of capital stock are validly issued and owned by Central.

5.2 Absence of Florida Corporation Liabilities. Prior to the Effective Date, Florida Corporation will have engaged only in the transactions contemplated by the Agreement, will have no material liabilities, and will have incurred no obligations except in connection with its performance of the transactions provided for in this Agreement.

5.3 No Violations. Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Wisconsin Corporation is subject or by which Wisconsin Corporation is bound, except for breaches or defaults that in the aggregate would not have a materially adverse effect on Wisconsin Corporation's properties, business operations, or financial condition.

5.4 Authorization. Execution of this Agreement has been duly authorized and approved by Wisconsin Corporation's board of directors.

Section 6 – Covenants of Wisconsin Corporation

Wisconsin Corporation covenants and agrees that between the date of this Agreement and the Effective Date:

6.1 Certificate of Incorporation and Bylaws. No change will be made in Wisconsin Corporation's certificate of incorporation or bylaws.

6.2 Capitalization. Wisconsin Corporation will not make any changes in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock.

6.3 Shareholders' Meeting. Wisconsin Corporation will submit this Agreement to the shareholders' meeting contemplated by Section 9 with a favorable recommendation by its board of directors and will use its best efforts to obtain the requisite shareholder approval.

6.4 Conduct of Business. Wisconsin Corporation will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Florida Corporation, enter into any material commitment except in the ordinary course of business.

Section 7 – Covenants of Florida Corporation

Florida Corporation covenants and agrees that between the date of this Agreement and the Effective Date:

7.1 Certificate of Incorporation and Bylaws. No change will be made in Florida Corporation's certificate of incorporation or bylaws.

7.2 Capitalization. Florida Corporation will not make any changes in its authorized or issued capital stock, declare or pay any dividend or other distribution, or issue, encumber, purchase, or otherwise acquire any of its capital stock.

7.3 Shareholders' Meeting. Florida Corporation will submit this Agreement to the shareholders' meeting contemplated by Section 8 with a favorable recommendation by its board of directors and will use its best efforts to obtain the requisite shareholder approval.

7.4 Conduct of Business. Florida Corporation will use its best efforts to maintain and preserve its business organization, employee relationships, and goodwill intact, and will not, without the written consent of Wisconsin Corporation, enter into any material commitment except in the ordinary course of business.

Section 8 – Access

From the date hereof to the Effective Date, the Constituent Corporations shall provide each other with such information and permit each other's officers and representatives such access to its properties and books and records as the other may from time to time reasonably request. If the merger is not consummated, all documents received in connection with this Agreement shall be returned to the party furnishing the same, and all information so received shall be treated as confidential.

Section 9 – Conditions Precedent to Obligations of Wisconsin Corporation

Wisconsin Corporation's obligation to consummate this merger shall be subject to the fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by Wisconsin Corporation:

9.1 Representations and Warranties of Wisconsin Corporation and Florida Corporation. The representations and warranties of Parent and Florida Corporation set forth in Section 4 and Section 5 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

9.2 Covenants of Wisconsin Corporation and Florida Corporation. Wisconsin Corporation and Florida Corporation shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

9.3 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock of the Constituent Corporations as set forth herein.

9.4 Dissenting Shareholders of Wisconsin Corporation. The number of shares of Common Stock of Wisconsin Corporation with respect to which objections to the merger and demands for payment of the fair value thereof shall have been made in accordance with the provisions the Wisconsin Business Corporation Law, and with respect to which such demands shall not have been withdrawn with the consent of Wisconsin Corporation, shall not exceed five percent (5%) of the number of shares entitled to object and make such demand.

Section 10 - Conditions Precedent to Obligations of Wisconsin Corporation and Florida Corporation

The obligations of Wisconsin Corporation and Florida Corporation under this Agreement are subject to the fulfillment, before or on the Effective Date, of each of the following conditions, unless waived in writing by Florida Corporation:

10.1 Representations and Warranties of Wisconsin Corporation. The representations and warranties of Wisconsin Corporation set forth in Section 3 hereof shall be true and correct at the Effective Date as though made at and as of that date, except as affected by transactions contemplated hereby.

10.2 Covenants of Wisconsin Corporation. Wisconsin Corporation shall have performed all covenants required by this Agreement to be performed by either on or before the Effective Date.

10.3 Shareholder Approval. This Agreement shall have been adopted by the necessary vote of holders of the capital stock of the Constituent Corporations as set forth herein.

10.4 Dissenting Shareholders of Wisconsin Corporation. The number of shares of Common Stock of Wisconsin Corporation with respect to which objections to the merger and demands for payment of the fair value thereof shall have been made in accordance with the provisions of the Wisconsin Business Corporation Law, and with respect to which such demands shall not have been withdrawn with the consent of Wisconsin Corporation, shall not exceed five percent (5%) of the number of shares entitled to object and make such demand.

Section 11 – Termination

11.1 Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the shareholders of any party hereto):

11.1.1. By the mutual consent in writing of the boards of directors of Wisconsin Corporation and Florida Corporation.

11.1.2. By the board of directors of Wisconsin Corporation, if any condition provided in Section 10 hereof has not been satisfied or waived on or before the Effective Date.

11.1.3. By the board of directors of Florida Corporation if any condition provided in Section 11 hereof has not been satisfied or waived on or before the Effective Date.

11.1.4. By the board of directors of either Wisconsin Corporation or Florida Corporation if the Effective Date has not occurred by December 31, 2002.

11.2 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 11.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any of its officers, directors, and shareholders) shall be liable to any other party for any costs, expenses, damage, or loss of anticipated profits hereunder.

Section 12 – Effective Date of Merger

12.1 After adoption and approval of this Agreement by the shareholders of the Constituent Corporations in accordance with the requirements of applicable law, and upon satisfaction of each of the conditions set forth in Sections 10 and 11 (unless waived in accordance with this Agreement) and in the absence of any facts that would give any party hereto a right to terminate this Agreement (which right has not been waived), executed Articles of Merger shall be submitted for filing with the Florida Secretary of State and the Wisconsin Secretary of State.

12.2 The date of the later of such filings, or such other date as the parties may agree upon in writing pursuant to applicable law, is referred to in this Agreement as the "Effective Date."

Section 13 – General Provisions

13.1 Law Applicable. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Florida.

13.2 Parties Bound. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, legal representatives, successors, assigns, creditors, receivers and all holders or possessors of any shares of the Constituent Corporation's Stock, including, but without limitation thereto, assignees, transferees,

pledgees, mortgagees, donees, trustees, and all other Persons with notice or knowledge, or chargeable with such notice or knowledge, of the provisions hereof.

13.3 Further Action. The parties hereto agree to take and perform such actions and execute, acknowledge, and deliver such other instruments or documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

13.4 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter contained herein, and supersedes any prior understanding or agreement, whether written or oral, between the parties with respect to the subject matter contained herein.

13.5 Notice. Whenever any notice is required or permitted to be given under any provision of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been given when delivered by personal delivery or mailed by certified or registered mail, postage prepaid, return receipt requested, addressed to the party to whom such notice is to be given (or at such other address as shall have been stated in a previous notice similarly given).

13.6 Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same Agreement which may be sufficiently evidenced by one counterpart.

13.7 Costs of Enforcement. If any action at law or in equity (including any appellate proceeding) is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to legal and accounting fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

13.8 Authority. All provisions, terms, and conditions of this Agreement have been duly consented to, ratified, approved, and adopted by the board of directors of the parties, and appropriate authority has been delegated to the undersigned officers of the parties to execute this Agreement.

13.9 Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

13.10 Brokers. Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

13.11 Headings. The headings of the various Sections herein contained are intended for ease of reference only and are not to be construed as evidence of the intent as to the content thereof.

13.12 Interpretation. In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

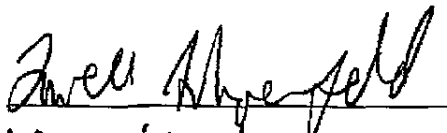
13.13 Time of the Essence. Time is of the essence of this Agreement.

13.14 Effect of Agreement. This Agreement supersedes any provision of the Articles of Incorporation or the Bylaws of the parties and other documents and agreements presently in effect as they relate the Merger and to the other matters covered herein.

13.15 Agreement Drafted by Counsel for the Florida Corporation. The parties acknowledge that Green Schoenfeld & Kyle LLP, counsel for the Florida Corporation, has prepared this Agreement on behalf of and in the course of its representation of the Florida Corporation and that: (a) they have been advised that a conflict may exist between the interests of the Florida Corporation and their interests; (b) they have been advised by Green Schoenfeld & Kyle LLP to seek the advice of independent counsel; and (d) they have had the opportunity to seek the advice of independent counsel.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last below written.

Witnesses:




FLORIDA CORPORATION:

Connell & Company, Inc.,
a Florida corporation

By: 
Thomas Connell, President

Address: 6074 Westborough Drive
Naples, Florida 34112

Date: 

Witnesses:

Inell M. [Signature]
Elizabeth [Signature]

WISCONSIN CORPORATION:

Connell's Sunridge Orchards, Inc.
an Wisconsin corporation

By: Janet M. Connell
Janet M. Connell, President

Address: 6074 Westborough Drive
Naples, Florida 34112

Date: December 17-2002