

GREENHECK LAW FIRM



ROBERT A. GREENHECK, ATTORNEY AT LAW

P94000014287

June 29, 1999

Florida Department of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

300002919823--8
-06/30/99--01068--001
*****70.00 *****70.00

Re: Articles of Merger
Brose's Decorative Greens, Inc., - J.W. Perry, Inc.

Dear Sirs or Ladies:

Enclosed please find duplicate originals of Articles of Merger for Brose's Decorative Greens, Inc., a Florida corporation and J.W. Perry, Inc., a Wisconsin corporation, along with the attached Plan of Merger. Also enclosed is a check in the amount of \$70.00, representing the filing fee.

If you have any questions, please feel free to call.

Very truly yours,

Robert A. Greenheck
Enclosures

cc: Brose's Decorative Greens, Inc.
J.W. Perry, Inc.

on Merger
P94000014287

FILED
99 JUN 30 AM 11:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

BROSE'S DECORATIVE GREENS, INC., a Florida corporation, #P94000014287

INTO

J.W. PERRY, INC., a Wisconsin corporation not qualified in Florida.

File date: June 30, 1999

Corporate Specialist: Carol Mustain

Sec. 180.1101,
180.1105 & 180.1107,
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF MERGER

(Domestic, for-profit Corporation with Foreign, for-profit corporation)

A. Name and state of incorporation of the merging (**non-surviving**) corporation(s):

Name: Brose's Decorative Greens, Inc.	State of Incorporation: Florida
Name:	State of Incorporation:

B. Name (prior to any amendment in the Plan of Merger to change the name) and state of incorporation of the **surviving** corporation:

Name: J.W. Perry, Inc.	State of Incorporation: Wisconsin
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C. The adopted Plan of Merger (the "Plan") is attached as Exhibit A.

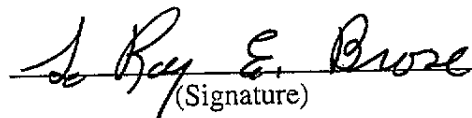
D. The Plan was approved by each foreign corporation that is a party to the merger in accordance with the laws of the state under which it was incorporated, and by each domestic corporation that is a party to the merger in accordance with (select and (X) mark one of the following)

(X) Sec. 180.1103, Wis. Stats. OR () Sec. 180.1104, Wis. Stats.

E. (OPTIONAL) These articles of merger, when filed, shall be effective (See instructions). Select, complete and (X) mark one of the following)

() At the time and date set by sec. 180.0123(1), Wis. Stats. OR (X) as of June 30, 1999
(date)

F. Executed on June 29, 1999 (date) by the surviving corporation on behalf of all parties to the merger.


(Signature)

Title: (X) President () Secretary
or other officer title _____

LeRoy E. Brose
(Printed Name)

This document was drafted by Attorney Robert A. Greenheck
(Name of the individual who drafted the document)

FILED
99 JUN 30 AM 11:15
STATE
SECRETARY OF
WISCONSIN

ARTICLES OF MERGER (Ch. 180, domestic, for-profit corporation with foreign, for-profit corporation)

Attorney Robert A. Greenheck
Greenheck Law Firm
P.O. Box 198
Weston, WI 54476-0198

Please indicate here where you would like the acknowledgment copy of the filed document sent. Please include complete name and mailing address.

Your phone number during the day: (715) 845 - 5552

INSTRUCTIONS (Ref. sec. 180.1101, 1105 and 180.1107, Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of \$50.00 or more**, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Av, 3rd Floor, Madison WI, 53703). This document can be made available in alternate formats upon request to qualifying individuals with disabilities. The original must include an original manual signature, per sec. 180.0120(3)(c), Wis. Stats. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577.

- A. State the name and state of incorporation of the merging (non-surviving) corporations in item A.
- B. State the name and state of incorporation of the surviving corporation in item B. If the Plan of Merger includes an amendment changing the name of the survivor, state the name prior to giving effect to the amendment.
- C. **PLAN OF MERGER:** Supply the **Plan of Merger** as Exhibit A to the articles of merger. The plan of merger must contain all the information asked for in items I thru IV. If the plan includes an amendment to the articles of incorporation of the surviving domestic corporation's, set forth the amendment in item V.
- D. In item D, indicate the statutory provision under which the Plan of Merger was approved with respect to the domestic corporation. Sec. 180.1103 generally requires that a merger be approved by the (voting) shareholders and directors of each domestic corporation that is a party to the merger. Sec. 180.1104 refers to parent-subsiary mergers. Review, select and mark (X) the applicable statutory reference.
- E. The effective date of the merger will be set by the provisions of sec. 180.0123(1), Wis. Stats., unless the articles declare a delayed effective date. Such delayed effective date must be within 90 days after the date the articles are received by the department for filing. There is no provision for declaring an effective date earlier than the date the articles of merger are received by the department for filing.
- F. Enter the date of execution and the name and title of the person signing the document. The document must be signed by one of the following: An **officer** of the corporation (or incorporator if directors have not been elected), or a court-appointed receiver, trustee or fiduciary. A director is **not** empowered to sign.
- G. If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner.

FILING FEE - Fee is **\$50.00** for each domestic and licensed foreign corporation that are parties to the merger. If the survivor is a domestic corporation, **add one cent** for each share it will have authorized to issue after the merger, **less a credit** at the same rate for each share presently authorized by each domestic corporation that is a party to the merger.

AGREEMENT AND PLAN OF MERGER

DATE: June 1, 1999

PARTIES: Brose's Decorative Greens, Inc., a Florida corporation

(Merging Corporation)

J.W. Perry, Inc., a Wisconsin corporation

(Surviving Corporation)



AGREEMENTS:

SECTION 1. MERGER

On the Effective Date, the Merging Corporation shall be merged with and into the Surviving Corporation. The separate existence of the Merging Corporation shall cease, and both the Merging and Surviving Corporation shall be a single corporation which shall be the Surviving Corporation. The title to all real estate and other property owned by the Merging Corporation and the Surviving Corporation shall be vested in the Surviving Corporation without reversion or impairment, and without further act or deed. The Surviving Corporation shall assume all liabilities and obligations of the Merging Corporation and the Surviving Corporation as of the Effective Date. Any proceeding pending against the Merging Corporation or the Surviving Corporation may be continued as if the merger did not occur, or the Surviving Corporation may be substituted in the proceeding for the Merging Corporation.

SECTION 2. SHAREHOLDER APPROVAL

Forthwith upon the full execution of this agreement, the Merging Corporation and the Surviving Corporation shall each submit this agreement to its shareholder(s) for approval in accordance with Business Corporation Acts of the states of Florida and Wisconsin, respectively.

SECTION 3. EFFECTIVE DATE AND CLOSING

3.1 Effective Date. The merger of the Merging Corporation and the Surviving Corporation shall be effective **June 30, 1999** upon the filing of the Articles of Merger in accordance with the Florida Business Corporation Act and the Wisconsin, Business Corporation Law, respectively.

3.2 Closing. Subject to the satisfaction of the conditions set forth in Sections 10 and 11 of this agreement, the closing of this merger shall take place at the office of the Surviving Corporation on June 29, 1999, or at such other place or at such other time as may be agreed upon by the Surviving Corporation and the Merging Corporation. At the time of the closing:

3.2.1 Filing of Articles of Merger. The Surviving Corporation and the Merging Corporation shall cause the Articles of Merger to be filed.

3.2.2 Certificates. The Merging Corporation and the Surviving Corporation shall each deliver to the other certified copies of the resolutions of the Board of Directors and Shareholders of the delivering corporation approving the merger.

3.3 *Further Assurances.* From time to time after the closing, the parties shall execute and deliver such other documents and take such other actions as may reasonably be required to accomplish the merger.

SECTION 4. SHARES OF STOCK

4.1 *Exchange of Shares.* On or after the Effective Date, the Surviving Corporation, (upon the receipt of properly endorsed stock certificates representing the outstanding shares of Class A Voting Common Stock and Class B Non-Voting Common stock of the Merging Corporation), shall issue to the shareholder of the Merging Corporation 138 shares of fully paid and non-assessable Class A Voting Common Stock of the Surviving Corporation, plus \$352.80 cash for his 250 shares of Class A Voting Common Stock of the Merging Corporation and 1,041 shares of fully paid and non-assessable Class B Non-Voting Common Stock of the Surviving Corporation, plus \$157.03 cash for his 1,000 shares of Class B Non-Voting Common Stock of the Merging Corporation.

4.2 *Cancellation of Shares.* On the Effective Date, each share of stock of the Merging Corporation that is then issued and outstanding shall, by virtue of the merger and without any action on the part of the Merging Corporation or the Surviving Corporation, be immediately canceled.

4.3 *Continuation of Shares.* Each share of stock of the Surviving Corporation that is issued and outstanding as of the Effective Date shall continue to be an issued and outstanding share of the Surviving Corporation notwithstanding the merger.

SECTION 5. CORPORATE INCIDENTS

5.1 *Articles of Incorporation.* The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation following this merger.

5.2 *Bylaws.* The Bylaws of the Surviving Corporation, as in effect immediately prior to the Effective Date, shall be the Bylaws of the Surviving Corporation following this merger.

5.3 *Board of Directors and Officers.* The Board of Directors of the Surviving Corporation following this merger shall consist of the persons who are members of the Board of Directors of the Surviving Corporation immediately prior to the Effective Date, and they shall hold office until their successors have been elected and qualified. The officers of the Surviving Corporation following this merger shall be the persons who are the officers of the Surviving Corporation immediately prior to the Effective Date, and they shall hold office at the pleasure of the Board of Directors of the Surviving Corporation.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF MERGING CORPORATION

6.1 *Organization.* The Merging Corporation is a corporation duly organized and existing in good standing under the laws of the state of Florida and has the corporate power to own its properties and to carry on its business as now conducted, and is qualified to do business in no other jurisdiction. No proceeding is pending or threatened involving the Merging Corporation in which it is alleged that the nature of its business makes qualification necessary in any additional jurisdiction.

6.2 *Capitalization.* The issued and outstanding stock of the Merging Corporation consists solely of 250 shares of Class A Voting Common Stock par value \$1.00 each and 1,000 Class B Non-Voting Commons Stock par value \$1.00 each. All of the issued and outstanding shares of the Merging Corporation are validly issued and outstanding, fully paid and non-assessable. There are no existing options, warrants, calls, preemptive rights (except certain statutory rights not affecting the transactions hereunder), or commitments of any kind relating to the Merging Corporation's authorized and unissued capital stock.

6.3 *Subsidiaries.* The Merging Corporation has no subsidiaries.

6.4 *Valid and Binding Agreement.* The execution and delivery of this agreement has been approved by the Board of Directors of the Merging Corporation, and this agreement constitutes a valid and binding obligation of the Merging Corporation in accordance with its terms. The execution and delivery of this agreement and the consummation thereof do not and will not violate any provision of any judicial or governmental decree, order, or judgment or conflict with, or result in a breach of, or constitute a default under the Articles of Incorporation or bylaws of the Merging Corporation, or any material agreement or instrument to which the Merging Corporation is a party or by which it is bound.

6.5 *Financial Statements.* The Merging Corporation has furnished Surviving Corporation with the Merging Corporation's balance sheet as of June 30, 1998 and its income statement for the year ended on such date, together with the report of Wipfli, Ullrich & Bertelson, LLP, independent certified public accountants. The Merging Corporation has also furnished the Merging Corporation's unaudited balance sheet as of June 30, 1999 (Latest Balance Sheet). All such financial statements (including the notes thereto) are correct and complete, and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present in the financial position of the Merging Corporation on the dates thereof and the results of its operations for the periods then ended.

6.6 *Undisclosed Liabilities.* Except as disclosed in Exhibit A or on the notes to the Merging Corporation's financial statements, the Merging Corporation has no liability or obligation, absolute or contingent, including without limitation, liabilities for federal, state, local or foreign taxes, that is not reflected on the Latest Balance Sheet, except for changes in the amounts of the liabilities shown on the Latest Balance Sheet that have arisen since the date of the Latest Balance Sheet in the ordinary course of business and that are not materially adverse to the business, assets, or operations of the Merging Corporation.

6.7 *Title to Properties.* Except as disclosed on the Merging Corporation's financial statements, the Merging Corporation has good and marketable title to all of its properties and assets, real and personal (including those reflected in the Latest Balance Sheet except as since sold or otherwise disposed of in the ordinary course of business), free and clear of all liens and encumbrances except, with respect to the real property, as set forth on Exhibit A. The Merging Corporation has received no notice of violation of any law, regulation, ordinance, or other requirement relating to its business or operations or its owned or leased real or personal properties.

6.8 *Condition of Personal Property.* Except as disclosed in the Latest Balance Sheet or on Exhibit A: (1) the machinery and equipment of the Merging Corporation is in good and useable condition, reasonable wear and tear excepted; (2) substantially all its inventories, as valued in the Latest Balance Sheet, are good and saleable, and not obsolete, and will be sold, used, or consumed in the usual and ordinary course of business of the Merging Corporation as now conducted; and (3) the accounts receivable of the Merging Corporation as shown on the Latest Balance Sheet are good and collectible at the aggregate recorded amount after reserves thereof, subject to no counterclaims or set-offs.

6.9 *Condition of Real Property.* The real property of the Merging Corporation, and to the best of the Merging Corporation's knowledge, the surrounding areas, are not currently and have not ever been subject to hazardous or toxic substances or wastes or to their effects, and there are no claims, litigation, administrative or other proceedings, whether actual or threatened, or judgment or orders, relating to any hazardous or toxic substances or wastes, discharges, emissions, or other forms of pollution relating in any way to the real property or improvements of the Merging Corporation.

6.10 *Adequacy of Rights; Patents and Trademarks.* The Merging Corporation owns or possesses adequate patents, franchises, licenses or other rights to use all trade names, trademarks, patents, copyrights, trade secrets, formulae, design rights, and other intangible assets necessary to conduct its business, and its business as it is expected to be conducted, to purchase and sell the products now being purchased and sold, and to perform the services now being performed by it.

6.11 Obligations; Litigation. Except as disclosed on Exhibit A, the Merging Corporation has performed all material obligations required to be performed by it to date, and is not in default under any agreement, lease or other document to which it is a party, or under any law or order of any court or other governmental agency, which has or may have a material effect on the business, operations, or financial conditions of the Merging Corporation. There are no claims, actions, suits, or proceedings pending or threatened at law or in equity or before or by any federal, state, or other governmental agency, which if adversely determined would have an adverse effect on the business, operations, or financial condition of the Merging Corporation or would prevent or hinder the consummation of the merger. No party with whom the Merging Corporation has an agreement, lease or other arrangement which is of material importance to the Merging Corporation is in default thereunder.

6.12 Compliance With Laws. The business of the Merging Corporation has been conducted consistent with the material provisions of all applicable laws and regulations of federal, state, and local governments (including, without limitation, any applicable building, zoning, health, safety, or environmental ordinance or regulation). No improper gifts or illegal payments have been made or received on behalf of the Merging Corporation by any of its officers, directors, employees, or agents.

6.13 Contracts. The Merging Corporation has disclosed to the Surviving Corporation all major contracts relating to the Merging Corporation's business including (1) all contracts with sales representatives which are not terminable on 30 days' notice or less; (2) any other contract or commitment, not in the ordinary course of business, involving a liability by or to the Merging Corporation to pay in the aggregate more than \$5,000.00 and (3) any other contract, agreement, or arrangement, not in the ordinary course of business, which is or may be material to the business, operations, or financial condition of the Merging Corporation. The Merging Corporation has not entered into any employment contract or any other contract, agreement, or commitment which will require the Merging Corporation to provide goods or services more than 90 days from the date hereof, whether in the ordinary course of business or otherwise.

6.14 Long-Term Debt. Except as disclosed in its Financial Statements, the Merging Corporation has no obligations for the repayment of borrowed money which has a maturity date of more than one year from the date such obligation was incurred.

6.15 Tax Matters. Copies of the state and federal tax returns of the Merging Corporation for its fiscal year ended June 30, 1998 have been furnished to the Surviving Corporation. The Merging Corporation has filed all federal, state, local, and foreign tax returns required to be filed by it and has paid all federal, state, local, and foreign tax required to be paid. All taxes and governmental charges levied or assessed against the property or the business of the Merging Corporation have been paid, other than taxes or charges the payment of which is not yet due or which, if due, are not yet delinquent or which have not been finally determined or which are being contested in good faith. Except as disclosed on Exhibit A, the amounts set up as provisions for taxes on the Latest Balance Sheet are sufficient for the payment of all unpaid taxes and other governmental charges applicable to the property or the business of the Merging Corporation for the period ended on the date of the Latest Balance Sheet and all periods prior thereto.

6.16 Labor Matters. The Merging Corporation is not a party to any collective bargaining agreement, and there is no pension or profit-sharing plan for the Merging Corporation's employees, except as described in Exhibit A. The Merging Corporation has complied with all laws and regulations which relate to employee civil rights and equal employment opportunities and there are no presently pending or threatened labor problems which do or may in the future adversely affect the business, operations, or financial condition of the Merging Corporation.

6.17 Insurance. During its past three fiscal years, the Merging Corporation has been adequately insured with reputable insurers with respect to its properties, assets and business against risks normally insured against by companies in similar lines of business.

6.18 Suppliers and Customers. Except as disclosed on Exhibit A, the Merging Corporation is not aware that any major customer or supplier of the Merging Corporation intends to discontinue or diminish its business relationship with the Merging Corporation on account of the transactions contemplated hereunder or otherwise.

6.19 Completeness of Disclosure. Neither this agreement nor any certificate, exhibit, schedule, or other instrument furnished or to be furnished by the Merging Corporation to the Surviving Corporation pursuant to this agreement, or in connection with the merger, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained not misleading. There is no fact which materially adversely affects or may, in the future, materially adversely affect the business, operations, or condition (financial or otherwise) of the Merging Corporation which has not been set forth in this agreement or in any Exhibit, certificate, or schedule furnished under this agreement.

SECTION 7. REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION

7.1 Organization. The Surviving Corporation is a corporation duly organized and existing in good standing under the laws of the state of Wisconsin and has the corporate power to own its properties and to carry on its business as now conducted.

7.2 Capitalization. The issued and outstanding stock of the Surviving Corporation consists solely of 150 shares of Class A Voting Common Stock par value \$1.00 each and 250 Class B Non-Voting Common stock par value \$1.00 each. All of the issued and outstanding shares of the Surviving Corporation are validly issued and outstanding, fully paid and non-assessable. There are no existing options, warrants, calls, preemptive rights (except certain statutory rights not affecting the transactions hereunder), or commitments of any kind relating to the Surviving Corporation's authorized and unissued capital stock.

7.3 Shares Issued in Merger. The shares of stock of the Surviving Corporation to be issued to the shareholder of the Merging Corporation in the merger shall be fully paid and non-assessable. However, the issuance of shares by the Surviving Corporation will not be registered under the Securities Act of 1933, as amended (Act), nor the securities law of any state, and the Certificate for the Shares shall bear a legend stating that the shares shall not be offered, sold, pledged, hypothecated, or otherwise transferred or disposed of without registration under the Act and any applicable state securities law or an opinion of counsel or other evidence satisfactory to counsel for the Corporation that an exemption from such registrations is available. The Surviving Corporation is under no obligation to register the shares or to assist shareholder of the Merging Corporation in complying with an exemption from registration.

7.4 Valid and Binding Agreement. The execution and delivery of this agreement has been approved by the Board of Directors of the Surviving Corporation, and this agreement constitutes a valid and binding obligation of the Surviving Corporation in accordance with its terms. The execution and delivery of this agreement and the consummation thereof do not and will not violate any provision of any judicial or governmental decree, order, or judgment or conflict with, or result in a breach of, or constitute a default under, the Articles of Incorporation or bylaws of the Surviving Corporation, or any material agreement or instrument to which the Surviving Corporation is a party or by which it is bound.

7.5 Financial Statements. The Surviving Corporation has furnished the Merging Corporation with the Surviving Corporation's balance sheet as of June 30, 1998 and its income statement for the year ended on such date, together with the appraisal valuation report dated June 30, 1998 of Wipfli, Ullrich & Bertelson, LLP, independent certified public accountants. All such financial statements (including the notes thereto) are correct and complete, and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present in the financial position of the Surviving Corporation on the dates thereof and the results of its operations for the periods then ended.

7.6 Litigation. There are no claims, actions, suits, or proceedings pending or threatened at law or in equity or before or by any federal, state, or other governmental agency, which if adversely determined would have an adverse effect on the business, operations, or financial condition of the Surviving Corporation or would prevent or hinder the consummation of the merger.

7.7 Completeness of Disclosure. Neither this agreement nor any certificate, exhibit, schedule, or other instrument furnished or to be furnished by the Surviving Corporation to the Merging Corporation pursuant to this agreement, or in connection with the merger contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained not misleading. There is no fact which materially adversely affects or may, in the future, materially adversely affect the business, operations, or condition (financial or otherwise) of the Surviving Corporation which has not been set forth in this agreement or in any exhibit, certificate, or schedule furnished under this agreement.

SECTION 8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties of the Merging Corporation and the Surviving Corporation shall be true and complete as of the closing and shall survive the closing.

SECTION 9. CONDUCT OF BUSINESS PENDING CLOSING

Pending the closing of the merger, the Merging Corporation and the Surviving Corporation shall each, without the prior written consent of the other, refrain from engaging in transactions other than in the ordinary course of business; entering into any transactions involving a capital expenditure (including any borrowings in connection with such transaction) of more than \$5,000.00 or the disposal of any property or asset (other than inventory) with a value of more than \$5,000.00 making any changes in their articles of incorporation or bylaws; issuing, reclassifying, or altering any shares of their outstanding or unissued capital stock; granting options, warrants, or other rights of any kind to purchase, or issuing any shares of their capital stock; purchasing, redeeming, or otherwise acquiring for a consideration any shares of their capital stock; declaring, paying, setting aside, or making any dividends or other distributions or payment in respect to their capital stock.

SECTION 10. CONDITIONS PRECEDENT TO OBLIGATIONS OF MERGING CORPORATION

The obligation of the Merging Corporation to consummate the merger is, at the option of the Merging Corporation, subject to the fulfillment, prior to or at the closing, of each of the following conditions:

10.1 Representations and Performance. The representations and warranties made under this agreement by the Surviving Corporation shall be true and correct in all material respects at the time of the closing, and the Surviving Corporation shall have performed and complied with all agreements, covenants, and conditions required of the Surviving Corporation by the closing under the terms of this agreement.

10.2 Adverse Changes. There shall not have been any material adverse changes in the conditions, financial or otherwise, or business of the Surviving Corporation since the date of the Latest Balance Sheet of the Surviving Corporation.

10.3 Shareholder Approval. This agreement shall have been approved by the holders of a majority of the issued and outstanding shares of the stock of the Merging Corporation as required under the Business Corporation Act of the state of Florida.

10.4 Dissenters' Rights. Prior to the approval of this agreement by the shareholders of the Merging Corporation, the Merging Corporation shall not have received written notice of intent to assert dissenters' rights and demand payment of fair value for shares by reason of this merger from the holders of more than five percent of the issued and outstanding shares of stock of the Merging Corporation.

10.5 Opinion of Counsel for Surviving Corporation. The Merging Corporation shall receive an opinion, addressed to the Merging Corporation and the shareholder of the Merging Corporation, dated as of the date of the closing, of Robert A. Greenheck, Esq., of Greenheck Law Firm, in form satisfactory to the Merging Corporation to the effect that:

10.5.1 The Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the states of Wisconsin.

10.5.2 The execution, delivery and performance of this agreement by the Surviving Corporation have been duly authorized by all requisite corporate action, and this agreement has been duly executed and delivered and constitutes a valid and binding obligation of the Surviving Corporation in accordance with its terms.

10.5.3 The authorized, issued and outstanding capital stock of the Merging Corporation is correctly set forth and described in Section 7.2 of this agreement.

10.5.4 The shares of stock of the Surviving Corporation to be received by the shareholders of the Merging Corporation pursuant to this agreement have been validly authorized and issued and upon delivery will be fully paid and non-assessable.

10.5.5 The execution and delivery of this agreement and the consummation of the merger do not conflict with, or result in a breach of, or constitute a default under, the Articles of Incorporation or bylaws of the Merging Corporation, or any agreement or instrument, of which such counsel has knowledge and to which the Merging Corporation is a party or by which it is bound.

10.5.6 Except as may be specified in writing by such counsel, counsel does not know of any material default or any meritorious basis for any claim of such default of any litigation, proceeding, or governmental investigation which is pending or threatened against or relates to the Merging Corporation, its property or business, or which seeks to restrain or obtain damages or other relief in connection with this agreement or the consummation of the merger.

SECTION 11. CONDITIONS PRECEDENT TO OBLIGATIONS OF SURVIVING CORPORATION

The obligation of the Surviving Corporation to consummate the merger is, at the option of the Surviving Corporation, subject to the fulfillment, prior to or at the closing, of each of the following conditions:

11.1 Representations and Performance. The representations and warranties made under this agreement by the Merging Corporation shall be true and correct in all material respects at the time of the closing, and the Merging Corporation shall have performed and complied with all agreements, covenants, and conditions required of the Merging Corporation by the closing under the terms of this agreement.

11.2 Adverse Changes. There shall not have been any material adverse changes in the conditions, financial or otherwise, or business of the Merging Corporation since the date of the Latest Balance Sheet of the Merging Corporation.

11.3 Shareholder Approval. This agreement shall have been approved by the holders of a majority of the issued and outstanding shares of the stock of the Surviving Corporation as required under the Business Corporation Act of the state of Wisconsin.

11.4 Dissenters' Rights. Prior to the approval of this agreement by the shareholders of the Surviving Corporation, the Surviving Corporation shall not have received written notice of intent to assert dissenters' rights and demand payment of fair value for shares by reason of this merger from the holders of more than five percent of the issued and outstanding shares of stock of the Surviving Corporation.

11.5 Investment Representations. The shareholder of the Merging Corporation receiving stock of the Surviving Corporation in the merger shall execute and deliver to Surviving Corporation an investment representation certificate warranting and representing that the shareholder:

11.5.1 Has sufficient knowledge and experience to evaluate the merits and risks of his investment in the shares of the Surviving Corporation.

11.5.2 Has been provided with, or given reasonable access to, full and fair disclosure of all information material to his investment in the shares of the Surviving Corporation.

11.5.3 Understands that no market is likely to exist for the shares of the Surviving Corporation and does not anticipate the need to sell the shares in the foreseeable future.

11.5.4 Is acquiring the shares of the Surviving Corporation for the shareholder's own account for investment purposes only and not with a view to their distribution.

11.5.5 Understands that the shares will not be registered under the Securities Act of 1933, as amended (Act), nor the securities law of any state, and accordingly these securities may not be offered, sold, pledged, hypothecated, or otherwise transferred or disposed of in the absence of registration or the availability of an exemption from registration under the Act and any applicable state securities law. The shareholder further understands that the Surviving Corporation is under no obligation to register the shares on behalf of the shareholder or to assist the shareholder in complying with an exemption from registration.

11.5.6 Understands that the certificate for the shares of the Surviving Corporation will bear a legend that the shares shall not be offered, sold, pledged, hypothecated, or otherwise transferred or disposed of without registration under the Act and any applicable state securities law or an opinion of counsel or other evidence satisfactory to counsel for the Corporation that an exemption from such registrations is available.

11.5.7 Is a resident of the state of Wisconsin.

11.6 Opinion of Counsel for Merging Corporation. The Surviving Corporation shall receive an opinion, addressed to the Surviving Corporation and dated as of the date of the closing, of Robert A. Greenheck, Esq., of Greenheck Law Firm, in form satisfactory to the Surviving Corporation to the effect that:

11.6.1 The Merging Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida and has the corporate power to own its property and to conduct its business as then being conducted.

11.6.2 The execution, delivery, and performance of this agreement by Merging Corporation have been duly authorized by all requisite corporate action, and this agreement has been duly executed and delivered and constitutes a valid and binding obligation of the Merging Corporation in accordance with its terms.

11.6.3 The authorized, issued, and outstanding capital stock of the Merging Corporation is correctly set forth and described in Section 6.2 of this agreement. All of the issued and outstanding shares of the Merging Corporation are duly authorized, validly issued and outstanding, fully paid, and non-assessable.

11.6.4 The execution and delivery of this agreement and the consummation of the merger do not conflict with, or result in a breach of, or constitute a default under, the Articles of Incorporation or bylaws of the Merging Corporation, or any agreement or instrument, of which such counsel has knowledge and to which the Merging Corporation is a party or by which it is bound.

11.6.5 Except as may be specified in writing by such counsel, counsel does not know of any material default or any meritorious basis for any claim of such default of any litigation, proceeding, or governmental investigation which is pending or threatened against or relates to the Merging Corporation, its property or business, or which seeks to restrain or obtain damages or other relief in connection with this agreement or the consummation of the merger.

11.7 *Condition to Obligations of Both Corporations.* The obligations of the Merging Corporation and the Surviving Corporation to consummate the merger are, at the option of either party, subject to the condition that, at the time of the closing, no suit, action, or other proceeding is pending or threatened before any court or other governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this agreement or the consummation of the merger.

SECTION 12. EXPENSES

The Surviving Corporation and the Merging Corporation shall each bear their own expenses, including legal and accounting fees, incurred in connection with this transaction.

SECTION 13. INTENT

It is the intent of the parties that the transaction contemplated by this agreement shall constitute a merger under the Florida Business Corporation Act and the Wisconsin Business Corporation Law and qualify as a tax-free corporate reorganization within the meaning of §368(a)(1)(A) of the Internal Revenue Code of 1986 as amended.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 *Time of Essence.* Time is of the essence of this agreement.

14.2 *Commissions.* Each of the parties represents to the other that, to the best of the party's knowledge, no person has right to a fee, commission, or other payment for services in connection with the merger. Each of the parties shall indemnify the other and hold the other harmless from any claim for any such fee, commission, or other payment arising out of the actual or purported act or agreement of the party.

14.3 *Binding Effect.* The provisions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

14.4 *Notice.* Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Brose's Decorative Greens, Inc.
5155 Audubon Avenue
DeLeon Springs, FL 32130-4409
(Merging Corporation)

J. W. Perry, Inc.
707 S. Center Avenue
Merrill, WI 54452
(Surviving Corporation)

All notices and other communications shall be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

14.5 *Litigation Expense.* In the event of a default under this agreement, the defaulting party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this agreement or with respect to this agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees at the trial level and on appeal.

14.6 *Waiver.* No waiver of any provision of this agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

14.7 *Applicable Law.* This agreement shall be governed by and shall be construed in accordance with the laws of the state of Wisconsin.

14.8 *Entire Agreement.* This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

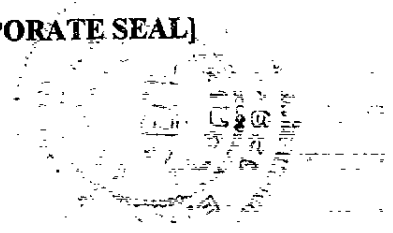
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IN WITNESS WHEREOF, this Agreement and Plan of Merger is dated this 1st day of June, 1999, in Merrill, Wisconsin.

Brose's Decorative Greens, Inc.
(Merging Corporation)

[CORPORATE SEAL]

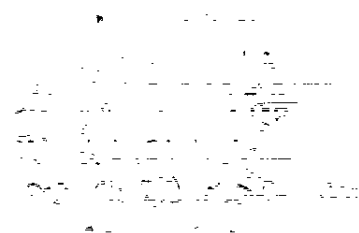
LeRoy E. Brose Pres.
LeRoy E. Brose, President



J.W. Perry, Inc.
(Surviving Corporation)

[CORPORATE SEAL]

LeRoy E. Brose Pres.
LeRoy E. Brose, President



STATE OF WISCONSIN)
) ss.
COUNTY OF MARATHON)

This Agreement and Plan of Merger was signed and acknowledged before me on the 1st day of June, 1999, by LeRoy E. Brose, known to me to be the President of both Brose's Decorative Greens, Inc., and J.W. Perry, Inc.

Robert A. Greenheck
Robert A. Greenheck, Notary Public
Marathon County, Wisconsin
My Commission is Permanent.