

P99 000 104168  
LAW OFFICES  
ENGLANDER & FISCHER, P.A.

721 First Avenue North  
St. Petersburg, FL 33701

Post Office Box 1954  
St. Petersburg, FL 33731-1954

Phone (727) 898-7210  
Fax (727) 898-7218

Leonard S. Englander <sup>1,2</sup>  
H. James Fischer  
Terry L. Hirsch  
Terrence S. Buchert  
Martha M. Collins  
William K. Bennett <sup>3</sup>  
Mark M. Wall

<sup>1</sup> Board Certified Business  
Litigation Lawyer  
<sup>2</sup> Also Licensed in Colorado  
<sup>3</sup> Certified Mediator

July 18, 2000

Office of the Secretary of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, FL 32301

VIA FEDERAL EXPRESS

Re: Seminole Sod, Inc./ Merger with Riverside Ranch, Inc.

600003328566--3  
-07/19/00--01110--004  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Dear Sir or Madam:

Pursuant to *Florida Statute* 607.1105, enclosed please find the following original documents:

1. Articles of Merger; and
2. Plan and Agreement of Merger.

The surviving corporation, Riverside Ranch, Inc., is providing the Articles of Merger with the Department of State for filing. The Articles of Merger set forth the plan of merger, the effective date of merger, and the date of the adoption of the plan of merger, are in accordance with Statute 607.1105.

I have also enclosed our firm's check in the amount of \$70.00 for the filing of the Articles of Merger.

Please contact me immediately if you have any questions or require anything further.

Sincerely,

LEONARD S. ENGLANDER

LSE/jdz

Enclosures

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
00 JUL 19 PM 1:31

Merger  
LSE  
9-15-2000

**ARTICLES OF MERGER**  
**Merger Sheet**

**MERGING:**

**SEMINOLE SOD, INC.,** a Florida corporation (Document #P99000111374)

**INTO**

**RIVERSIDE RANCH, INC.,** a Florida entity, P99000104168.

File date: July 19, 2000

Corporate Specialist: Louise Flemming-Jackson

LAW OFFICES

**ENGLANDER & FISCHER, P.A.**

721 First Avenue North  
St. Petersburg, FL 33701

Post Office Box 1954  
St. Petersburg, FL 33731-1954

Phone (727) 898-7210  
Fax (727) 898-7218

<sup>1</sup> Board Certified Business  
Litigation Lawyer  
<sup>2</sup> Also Licensed in Colorado  
<sup>3</sup> Certified Mediator

Leonard S. Englander <sup>1,2</sup>  
H. James Fischer  
Terry L. Hirsch  
Terrence S. Buchert  
Martha M. Collins  
William K. Bennett <sup>3</sup>  
Mark M. Wall

September 14, 2000

Louise Jackson  
Office of the Secretary of State  
409 East Gaines Street  
Tallahassee, FL 32301

**VIA FACSIMILE: (850) 487-6897**

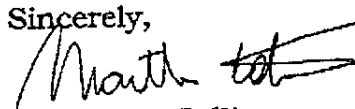
Re: Seminole Sod, Inc. / Merger with Riverside Ranch, Inc.

Dear Ms. Jackson:

Attached you will please find the amended pages 1,2, 3, and 6 for the Plan and Agreement of Merger for the above referenced matter. Please replace and add these pages into the Plan and Agreement of Merger, since the new pages reflect the correct dates. Please also make the Merger effective as originally planned in July.

If you have any questions, please call our office as soon as possible. Thank you for your assistance in this matter.

Sincerely,



Martha M. Collins

Attachment

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

## ARTICLES OF MERGER

00 JUL 19 PM 1:31

These Articles of Merger entered into this 1<sup>st</sup> day of July, 2000 by and between RIVERSIDE RANCH, Inc., a Florida corporation, (*hereinafter called "Riverside"*), and Seminole Sod, Inc., a Florida corporation, (*hereinafter called "Seminole"*).

### WITNESSETH:

WHEREAS, Riverside has an authorized capital stock consisting of 7,500 shares of Common Stock, par value \$1 per share, of which 100 shares have been duly issued and are now outstanding; and

WHEREAS, Seminole has an authorized capital stock consisting of 7,500 shares of Common Stock, par value \$1 per share, of which 100 shares were duly issued and outstanding; and

WHEREAS the Board of Directors of Riverside and of Seminole, respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that Seminole merge with Riverside under and pursuant to the provisions of the Florida Business Corporation Act; and

WHEREAS, the respective shareholders of Seminole and Riverside have approved the terms and conditions of the merger.

NOW, therefore, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. Approval. On July 1, 2000, the directors of Seminole and the directors of Riverside unanimously adopted and approved these Articles of Merger by Written Minutes containing Resolutions. These Articles of Merger were unanimously approved in their entirety by the shareholders of Seminole and Riverside by Written Minutes containing Resolutions, each dated July 1, 2000.

2. Merger. Seminole shall be and hereby is merged Riverside.

3. Effective Date. These Articles of Merger shall become effective immediately upon compliance with the laws of the State of Florida, the time of such effectiveness being hereinafter called the Effective Date.

4. Surviving Corporation. Riverside shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate corporate existence of Seminole shall cease forthwith upon the Effective Date.

5. Authorized Capital. The authorized capital stock of Riverside following the Effective Date shall be 7,500 shares of Common Stock, par value \$1 per share, unless and until the same shall be changed in accordance with the laws of the State of Florida.

6. Articles of Incorporation. The Articles of Incorporation of Riverside following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation of Riverside or upon any other person whomsoever are subject to this reserve power, shall continue as the Articles of Incorporation of Riverside as the surviving corporation. Such Articles of Incorporation shall constitute the Articles of Incorporation of Riverside separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of Riverside separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of Riverside.

7. Bylaws. The Bylaws of Riverside shall be the Bylaws of Riverside as the surviving corporation following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

8. Further Assurance of Title. If at any time, Riverside shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Riverside any right, title, or interest of Seminole held immediately prior to the Effective Date, Seminole and its proper officers and directors shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in Riverside as shall be necessary to carry out the purposes of these Articles of Merger, and Riverside and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Seminole or otherwise.

9. Retirement of Organization Stock. Forthwith upon the Effective Date, each of the 100 shares of the Common Stock of Seminole presently issued and outstanding shall be retired, and no shares of Common Stock or other securities of Seminole shall be issued in respect thereof.

10. Conversion of Outstanding Stock. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock of Seminole and all rights in respect thereof shall be converted into one full paid and nonassessable share of Common Stock of Riverside. The holders of such certificates shall not be required immediately to surrender the same in exchange for certificates of Common Stock of Riverside but, as certificates nominally representing shares of Common Stock of Seminole are presented, Riverside will cause to be issued therefor certificates for a like number of shares of Common Stock of it.

11. Book Entries. The merger contemplated hereby shall be treated as a pooling of interest and as of the Effective Date entries shall be made upon the books of Riverside in accordance with the following:

(a) The assets and liability of Seminole shall be recorded at the amounts at which they are carried on the books of Seminole immediately prior to the Effective Date with appropriate adjustment to reflect the retirement of the 100 shares of Common Stock of Riverside presently issued and outstanding.

(b) There shall be credited to Capital Surplus Account the aggregate amount of the par value per share of all of the Common Stock resulting from the conversion of the outstanding Common Shares of Seminole.

12. Directors. The names of the first directors of Riverside following the Effective Date, who shall be two (2) in number and who shall be elected and shall qualify, are as follows:

Name : RICHARD A. TAPPAN

Address: \_\_\_\_\_

Name : ROGER B. BRODERICK

Address: \_\_\_\_\_

13. Officers. The names of the first officers of Riverside following the Effective Date, who shall hold office from the Effective Date until their successors shall be appointed and shall qualify or until they shall resign or be removed from office, are as follows:

| <u>Name</u>        | <u>Offices</u> |
|--------------------|----------------|
| Richard A. Tappan  | President      |
| Roger B. Broderick | Vice President |
| Roger B. Broderick | Secretary      |
| Richard A. Tappan  | Treasurer      |


14. Vacancies. If, upon the Effective Date, a vacancy shall exist in the Board of Directors or in any of the offices of Riverside as the same are specified above, such vacancy shall thereafter be filled in the manner provided by law and the By-laws of Riverside.

15. Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

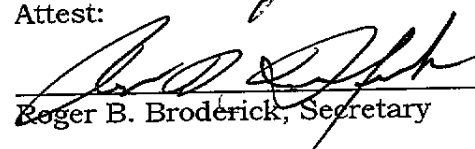
IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed by the President and Secretary of each of them pursuant to authority given by their respective Boards of Directors.

**"Riverside"**

Approved by the Board of Directors and sole Stockholder at a meeting duly held on July 1, 2000

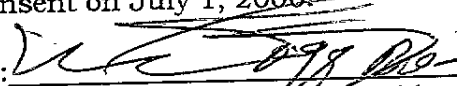
By:   
Richard A. Tappan, President

Attest:

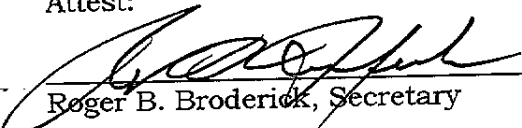
  
Roger B. Broderick, Secretary

**"Seminole"**

Approved by the Board of Directors and all of its Stockholders by written Consent on July 1, 2000.

By:   
Richard A. Tappan, President

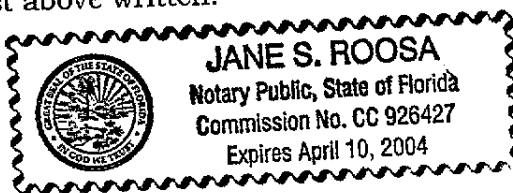
Attest:

  
Roger B. Broderick, Secretary

STATE OF FLORIDA §  
COUNTY OF PINELLAS §

On this 16<sup>th</sup> day of July, 2000, before me, the undersigned, personally appeared RICHARD A. TAPPAN and ROGER B. BRODERICK, known to me to be the President and Secretary, respectively, of RIVERSIDE RANCH, INC., a Florida corporation organized and existing under the laws of the State of Florida, and acknowledged to me that the foregoing constitutes the Articles of Merger of Seminole Sod, Inc., a Florida corporation and Riverside Ranch, Inc., a Florida corporation, and that they have executed the foregoing instrument in their capacity as officers of said corporation as the free act, deed, and agreement of said corporation.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first above written.



Jane S. Roosa  
Notary Public  
My Commission Expires: 4/10/2004

STATE OF FLORIDA §  
COUNTY OF PINELLAS §

On this 16<sup>th</sup> day of July, 2000, before me, the undersigned, personally appeared RICHARD A. TAPPAN and ROGER B. BRODERICK, known to me to be the President and Secretary, respectively, of Seminole Sod, Inc., a Florida corporation organized and existing under the laws of the State of Florida, and acknowledged to me that the foregoing constitutes the Articles of Merger of Seminole Sod, Inc. and RIVERSIDE RANCH, Inc., and that they have executed the foregoing instrument in their capacity as officers of said corporation as the free act, deed, and agreement of said corporation.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year first above written.



Jane S. Roosa  
Notary Public  
My Commission Expires: 4/10/2004

## **SEMINOLE SOD - Merger with RIVERSIDE RANCH**

### **PLAN AND AGREEMENT OF MERGER**

PLAN AND AGREEMENT OF MERGER ("**Agreement**") dated as of July 1, 2000, between Seminole Sod, Inc., a Florida corporation ("**Seminole**"), and Riverside Ranch, Inc., a Florida corporation ("**Riverside**").

WITNESSETH:

**1. Merger of Seminole into RIVERSIDE.** Upon the Effective Date (as defined in Section 4) Seminole shall be merged with and into RIVERSIDE and the separate existence of Seminole shall cease. RIVERSIDE (the Surviving Corporation) shall continue its corporate existence under, and shall be governed by, the laws of the State of Florida and the directors and officers of RIVERSIDE shall continue as the directors and officers of the Surviving Corporation. The address of the registered or principal office of the Surviving Corporation in Florida is Corey Avenue, St. Pete Beach, Florida.

**2. Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of RIVERSIDE shall be the Certificate of Incorporation of the Surviving Corporation following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Bylaws of RIVERSIDE as in effect on the effective date, shall be the Bylaws of the Surviving Corporation until altered, amended or repealed, as provided therein.

**3. Status and Conversion of Shares.** Upon the Effective Date, each issued and outstanding share of RIVERSIDE common stock, par value \$1 per share, shall be and continue to be an issued and outstanding share of common stock, par value \$1 per share, of the Surviving Corporation.

After the Effective Date, each holder of an outstanding certificate or certificates theretofore representing common stock of Seminole may surrender the same to RIVERSIDE, or its designated exchange agent, and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of RIVERSIDE into which the Seminole shares theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate which prior to the effective date represented Seminole shares, shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of RIVERSIDE into which the Seminole shares shall have been converted.

**4. Shareholder's Approval; Effective Date.** This Agreement shall be submitted for approval to the shareholders of Seminole and RIVERSIDE, respectively, at meeting thereof held on or prior to July 1, 2000 (or such late date as the respective boards of directors shall mutually approve), called and held separately in accordance with laws of Florida, and, if approved by such shareholders by the votes required by



law, then Articles of Merger, reflecting this Agreement in the form required under Sections 607.1105 and 607.1107 of the Florida Business Corporation Act shall be delivered to the Florida Department of State. The delivery of the Articles of Merger to the Florida Department of State shall not be made until the fulfillment of the conditions set forth in Sections 10 and 11. Evidence of compliance with such conditions shall be submitted to each company not later than the closing date which in turn shall be on or before July 1, 2000, or such later date as the boards of directors of both Seminole and RIVERSIDE shall mutually decide. The merger of Seminole and RIVERSIDE shall become effective on the date the Florida Secretary of State issues its certificate of merger ("**Effective Date**").

**5. Further Assurance.** Before the effective date, Seminole and RIVERSIDE shall, subject to the terms and conditions of this Agreement, take all such action as shall be necessary or appropriate in order to effectuate the merger. In case, at any time after the effective date, RIVERSIDE shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to RIVERSIDE full title to and possession of all the properties, assets, rights, privileges and franchises of Seminole, then the persons who were officers and directors of Seminole as of the effective date shall as such officers and directors take all such action and execute and deliver all such instruments as RIVERSIDE may so determine to be necessary or desirable.

**6. Representations and Warranties by Seminole.** Seminole represents and warrants as follows:

(a) Seminole is a corporation duly organized, validly existing and in good standing under the laws of Florida and has corporate power to carry on its business as it is now being conducted, and is duly qualified to do business and is in good standing in the state of Florida.

(b) Seminole's authorized capital stock consists of 7500 shares of common stock, par value of \$1 per share. The numbers of shares issued and outstanding at July 1, 2000, were 100 shares of common stock. At the meeting of Seminole's shareholders called to vote upon this Agreement, the shareholders entitled to vote thereon will be the holders of all shares of every class outstanding on the record date for such meeting. Holders of stock of each class outstanding on such record date will be entitled to vote as a class. There are no existing options, calls or commitments of any character relating to Seminole's authorized and unissued stock.

(c) The copies of Seminole's Articles of Incorporation and Bylaws which have been delivered to RIVERSIDE are complete and correct. The consummation of the transactions contemplated by this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, agreement, indenture or other instrument applicable to Seminole or any of its subsidiaries.

(d) Seminole has no subsidiaries or affiliates.

(e) The execution, delivery and performance of this Agreement by Seminole have been duly approved by Seminole's board of directors, subject to approval by holders of two-thirds of the common stock in the manner required by Florida law.

(f) Seminole has delivered to RIVERSIDE copies of all of its financial statements, all of which are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principle consistently followed (except as stated in the explanatory notes attached to such statements and, in the case of interim statements, except for year-end adjustments) throughout the periods covered by such statements, and present fairly the financial position of Seminole as at the dates, covered by such financial statements:

Seminole has exhibited to RIVERSIDE complete and correct copies of the Federal Income Tax and State Income Tax and Franchise Tax returns relative to the operations of Seminole.

(g) Seminole does not have any material liabilities or obligations (whether accrued, absolute, contingent or otherwise), including, without limitation thereto, any uninsured liabilities resulting from failure to comply with any law applicable to Seminole or to the conduct of its business of one or more of them, and any tax liabilities due to become due and whether (i) incurred in respect of Seminole's income for any period prior to the close of business on July 1, 2000, or (ii) arising out of transactions entered into, or any state of facts existing, prior thereto.

(h) Since January 1, 2000, (other than as consented to by in writing), there has not been:

(1) Any material and adverse change in Seminole's financial condition, assets, liabilities or business (other than changes in the ordinary course of business);

(2) Any declaration, setting aside or payment of any dividend or other distribution in respect of Seminole's common stock;

(3) Any pension, retirement or similar benefit arrangement made or agreed to by Seminole; or

(4) Any significant labor trouble, or any other event or condition of any character (whether or not covered by insurance) which has materially and adversely affected or will so affect the property or results of operations of.

(i) The provisions made for taxes on Seminole's consolidated balance sheet is sufficient for the payment of all then accrued unpaid federal, state, county and local taxes of Seminole and its subsidiaries, whether or not disputed.

(j) The accounts and notes receivable of Seminole, if any, are current and collectible at the aggregate recorded amounts thereof less applicable reserves (which reserves are adequate).

(k) Seminole has good, valid and defensible title to all its properties and assets, real and personal (including those reflected in Seminole's consolidated balance sheet, except as since sold or otherwise disposed of in the ordinary course of business or as consented to by RIVERSIDE in writing), free and clear of all liens and

encumbrances except the lien of current taxes not yet due and payable and except such defects of title, easements and encumbrances as are not of a character, amount or extent as to materially detract from the value, or interfere with the prospective use, of the property subject thereto or affected thereby, or otherwise materially impair business operations. All leases pursuant to which Seminole leases real or personal property are in good standing, valid and effective in accordance with their respective terms, and there is not under any of such leases any existing default, or any event which with notice or lapse of time or both would constitute a default in respect of which Seminole has not taken adequate steps to prevent a default from occurring. Seminole, has not received notice of violation of any applicable zoning regulation, ordinance or other law, order, regulation or requirement relating to its operations or its owned or leased properties except such as have been or are being complied with or are being contested in faith.

(l) Seminole has delivered to RIVERSIDE accurate lists of the following, unless RIVERSIDE has waived delivery:

- (1) All real property owned or leased by Seminole.
- (2) All major items of machinery and equipment owned or leased by Seminole;
- (3) All patents, patent applications, trademarks, trademark registrations and applications therefor, trade names, copyrights and copyright registrations and applications therefor, presently owned, in whole or in part, by Seminole, and any patent, trademark or copyright licenses to which it may be a party;
- (4) By summary groupings, or property records, all automobiles, trucks, or other conveyances owned by Seminole;
- (5) All policies of insurance (including fidelity bonds covering officers and employees) in force with respect to Seminole and, without restricting generality of the foregoing, those covering its respective properties, buildings, machinery, equipment, furniture, fixtures and operations;

(m) Except for suits, if any, of a character incident to the normal conduct of Seminole's business and involving a potential recovery against Seminole of not more than \$10,000 in the aggregate, there is no litigation, proceeding or other government investigation pending, or so far as known to the executive officers of Seminole, in prospect or threatened, against or relating to Seminole or any of its subsidiaries or their respective properties or businesses, or the transactions contemplated by this Agreement.

**7. Representations and Warranties by RIVERSIDE.** RIVERSIDE hereby represents and warrants as follows:

- (a) RIVERSIDE is a corporation duly organized, validly existing and in good standing under the laws of Florida. The consummation of any transactions contemplated in this Agreement will not result in any breach or violation of or default

under any judgment, decree, mortgage, agreement, indenture, or other instrument applicable to RIVERSIDE.

(b) RIVERSIDE's authorized capital stock consists of 7,500 shares of common stock, par value \$1 per share of which, on July 1, 2000, 100 shares were validly issued and outstanding, fully paid and nonassessable. At the meeting of RIVERSIDE shareholders called to vote on this Agreement, the shareholders entitled to vote thereon will be the holders of shares of common stock outstanding on the record date for such meeting.

(c) RIVERSIDE has delivered to Seminole copies of all of its financial statements, all of which are true and complete in all material respects, have been prepared in accordance with generally accepted accounting principles consistently followed (except as stated in the explanatory notes attached to such statements) throughout the periods covered by such statements and present fairly the consolidated financial position of RIVERSIDE as at the dates, covered by such financial statements.

(d) The execution, delivery and performance of this Agreement by RIVERSIDE have been duly and effectively authorized and consented to by RIVERSIDE's board of directors, subject to approval by RIVERSIDE's shareholders as required by law.

(e) The shares of RIVERSIDE's common stock to be issued pursuant to this Agreement will, when so issued, be validly issued and outstanding, fully paid and nonassessable.

**8. Access and Information Concerning Properties and Records, etc.** Seminole will give to RIVERSIDE and to RIVERSIDE's accountants, engineers, counsel, consultants, consultants and other representatives full access during normal business hours throughout the period prior to the effective date to all of Seminole's and its subsidiaries' properties, books, contracts, commitments and records. Seminole will furnish RIVERSIDE during such period with such information concerning Seminole's and its subsidiaries affairs as RIVERSIDE may reasonably request. Unless and until the Effective Date has occurred RIVERSIDE and its representatives will hold in strict confidence all data and information obtained in confidence from Seminole (to the extent that such data and information are not in the public domain or in RIVERSIDE's possession at the time of its receipt or subsequent thereto without RIVERSIDE's violation of this confidence), and if the transactions herein provided for are not consummated as contemplated herein, RIVERSIDE will continue to hold such confidential information in confidence and will return to Seminole all of Seminole's documents containing such data as Seminole may request. Pending the Effective Date, the officers of Seminole shall keep the officers of RIVERSIDE informed as to the affairs of Seminole and its subsidiaries and shall consult with the officers of RIVERSIDE on important matters pertaining to the businesses of Seminole and its subsidiaries.

**9. Conduct of Business Pending the Effective Date.** Seminole hereby agrees that, from the date of this Agreement pending the effective date and except as otherwise permitted by this Agreement or as consented to by RIVERSIDE in writing:

(a) Seminole's business shall be conducted in ordinary course.

(b) No change shall be made in the Articles of Incorporation or Bylaws of Seminole.

(c) No change shall be made in Seminole's authorized and unissued stock or in the ownership by Seminole of its subsidiaries' issued and outstanding capital stocks nor shall any option or commitment be granted or made relating to Seminole's authorized capital stock.

(d) No dividend or other distribution or payment shall be made in respect of Seminole's common stock.

(e) No increase shall be made in the regular rate of compensation payable by Seminole to any officer or employee, if in any case after such increases the total annual salary rate payable by Seminole and/or its subsidiaries would exceed \$25,000; no bonus in excess of the bonus paid to any such officer or employee for the fiscal year ended December 31, 1999 shall be paid by Seminole; and no pension, retirement or similar benefits shall accrue or be paid to any officer or employee of Seminole.

(f) No borrowing shall be made by Seminole except borrowing in the ordinary course of business.

(g) Seminole will use its best effort, consistent with conducting its business in accordance with its own business judgment, to preserve its business organization; to keep available to RIVERSIDE the services of Seminole's and each of its subsidiaries' present officers and employees; and to preserve for RIVERSIDE the good will of Seminole's suppliers, customers and others having business relations with it.

**10. Conditions Precedent to Obligations of RIVERSIDE.** All obligations of RIVERSIDE under this Agreement are subject to the fulfillment (or waiver by RIVERSIDE), prior to or at the Effective Date, of each of the following conditions:

(a) RIVERSIDE shall not have discovered any error, misstatement or omission in the representations and warranties made in Section 6 by Seminole (i) which alone is, or in the aggregate are, materially adverse to RIVERSIDE, (ii) of which RIVERSIDE promptly gave notice to Seminole upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of RIVERSIDE so that RIVERSIDE incurs no detriment therefrom.

(b) Seminole's representations and warranties contained in this Agreement shall be deemed to have been made again at and as of the time of the Effective Date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; Seminole shall have performed and complied with all agreements and conditions by this Agreement to be performed or complied with by it prior to or at the effective date; and RIVERSIDE shall have been furnished with a certificate of the appropriate officers of Seminole dated prior to the Effective Date certifying to the fulfillment of the foregoing conditions.

(c) The merger of Seminole with and into RIVERSIDE, in accordance with the provisions of this Agreement, shall have been authorized and approved by the

holders of Seminole's and RIVERSIDE's outstanding stock in the manner required by applicable law.

(d) RIVERSIDE shall have been furnished with an opinion, dated prior to the effective date, of counsel for Seminole to the effect that:

(1) Seminole is a corporation duly organized and existing and in good standing under the laws of Florida and has corporate power to carry on its business as it is then being conducted;

(2) Seminole's authorized capital stock is as listed under Section 6(b);

(3) The execution, delivery and performance of this Agreement by Seminole have been duly authorized and approved by all requisite action of Seminole's board of directors and shareholders, and this Agreement has been duly executed and delivered by Seminole and constitutes a valid and binding obligation of Seminole in accordance with its terms;

(4) All other actions and proceedings required by law or this Agreement to be taken by Seminole, at or prior to the effective date, in connection with this Agreement and the transactions provided for herein, have been duly and validly taken; and

(5) That the title to such property of Seminole and RIVERSIDE shall designate is as represented by Seminole under Section 6(m).

(e) Seminole shall have obtained all necessary consents, in writing in form satisfactory to RIVERSIDE, to RIVERSIDE's accession to any contracts or commitments of Seminole.

(f) Seminole shall have delivered to RIVERSIDE appropriate certificates of good standing with respect to Seminole from all jurisdictions in which Seminole is qualified to do business.

(g) No court of competent jurisdiction has issued in an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on Seminole pending final disposition of such action or proceeding.

(h) RIVERSIDE shall have received from each shareholder of Seminole who, at the time of the meeting of shareholders referred to in Section 4, may, in the opinion of counsel for RIVERSIDE, be deemed an "affiliate" of Seminole as defined in Rule 144(a)(1) of the General Rules and Regulations of the Securities and Exchange Commission under the Securities Act of 1933, as amended, an agreement, satisfactory in form and substance to RIVERSIDE, in which such shareholder:

(1) represents and warrants to RIVERSIDE that the capital stock of RIVERSIDE which such shareholder is acquiring in exchange for his Seminole stock is not being acquired by him with a view to distribution; and

(2) agrees with RIVERSIDE not to dispose of any such common stock of RIVERSIDE without complying with the Securities Act of 1933, as amended, and all applicable rules and regulations promulgated thereunder.

**11. Conditions Precedent to the Obligations of Seminole.** All obligations of Seminole under this Agreement are subject to the fulfillment (or waiver in writing by Seminole), prior to or at the effective date, of each of the following conditions:

(a) Seminole shall not have discovered any error, misstatement or omission in the representations and warranties made in Section 7 by RIVERSIDE (i) which alone is, or in the aggregate are, materially adverse to Seminole, (ii) of which Seminole promptly gave notice to RIVERSIDE upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of Seminole so that Seminole incurs no detriment therefrom.

(b) RIVERSIDE's representations and warranties contained in this Agreement shall be deemed to have been made at and as of the time of the Effective Date and, except as otherwise contemplated by this Agreement, shall then be true in all material respects; RIVERSIDE shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Effective Date, and Seminole shall have been furnished with a certificate of one of RIVERSIDE's Vice Presidents, dated prior to the effective date, certifying to the fulfillment of the foregoing conditions.

(c) RIVERSIDE shall have delivered to Seminole an opinion, dated prior to the effective date, of Seminole's counsel to the effect that:

(1) That RIVERSIDE is a corporation duly organized and existing and in good standing under the laws of Florida;

(2) The execution, delivery and performance of this Agreement (i) have been duly authorized and approved by all requisite action of RIVERSIDE's board of directors and shareholders, and this Agreement has been duly executed and delivered by RIVERSIDE and constitutes a valid and binding obligation of RIVERSIDE in accordance with its terms;

(3) The shares of RIVERSIDE's common stock issuable upon conversion of the shares of Seminole in accordance with this Agreement (i) have been duly authorized, and (ii) will be fully paid and nonassessable when so issued upon such conversions.

(d) The merger of Seminole with and into RIVERSIDE as contemplated by this Agreement shall have been authorized and approved by the holders of not less than a majority of RIVERSIDE's outstanding common stock.

(e) No court of competent jurisdiction has issued an injunction or restraining order in an action or proceeding against the merger, brought at the instance of any federal, state or other governmental department, commission, board, bureau, agency or similar instrumentality, which will be binding on RIVERSIDE pending final disposition of such action or proceeding.

**12. Termination of Representations and Warranties.** The respective representations and warranties of Seminole and RIVERSIDE contained in Sections 6 and 7) shall expire with, and be terminated and extinguished by, the merger of Seminole with and into RIVERSIDE, and neither Seminole nor RIVERSIDE shall be under any liability whatsoever with respect to any such representation or warranty, it being intended that the sole remedy of either party for a breach of such representation or warranty shall be to elect not to proceed with the merger if such breach has resulted in a condition of such party's obligations hereunder not being satisfied. This Section shall have no effect upon any other obligation of Seminole or RIVERSIDE in this Agreement, whether to be performed before or after the Effective Date.

**13. Certain Effects of Merger.** On the Effective Date, all the rights, privileges, powers and franchises, of a public or private nature, of Seminole shall be possessed by RIVERSIDE, subject to the restrictions, disabilities, and duties of Seminole, and all and singular rights, the rights, privileges, powers and franchises of Seminole and all property, real personal and mixed and all debts due to Seminole on whatever account, as well for stock subscriptions as all other things in action or belonging to Seminole, shall be vested in RIVERSIDE, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of RIVERSIDE as they were of Seminole, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in Seminole shall not revert or be in any way impaired by reason of the merger herein provided for; but all rights of creditors and all liens upon any property of Seminole shall be preserved unimpaired by reason of the merger herein provided for; but all rights of creditors and all liens upon any property of Seminole shall be preserved unimpaired, and all debts, liabilities, and duties of Seminole shall upon the effective date attach to RIVERSIDE, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

**14. Expenses.** If the merger contemplated herein is not consummated, the expenses of preparing this Agreement and related documents will be shared equally by Seminole and RIVERSIDE and all other expenses will be paid by the party incurring them (including, but not limited to, legal fees for the respective corporations). If the merger contemplated herein is consummated, all expense incident thereto not theretofore paid by the parties will be paid by RIVERSIDE.

**15. Entire Agreement; Waiver; Abandonment.** This Agreement embodies the entire agreement between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth herein or herein provided for. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if authorized or ratified by the board of directors or executive committee of such party. At any time prior to the delivery of Articles of Merger to the Department of State, the merger herein contemplated may be abandoned by action of the boards of directors of both Seminole and RIVERSIDE and upon such notice to said State Department as may be required by law.



**15. Notices.** All notices, requests, demands and other communications herein shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class postage prepaid to the respective principal office of the other party.

**16. General.** The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement shall not be assignable by either party without the prior consent of the other. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

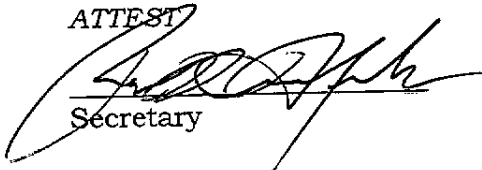
In Witness Whereof, the undersigned parties have duly executed this Agreement as of the date first above written.

SEMINOLE SOD, INC., a Florida corporation

By: 

Its President

ATTEST

  
Secretary

RIVERSIDE RANCH, INC., a Florida corporation

By: 

Its President

ATTEST

  
Secretary