

WESTON HURD
FALLON PAISLEY & HOWLEY LLP.
COUNSELLORS AT LAW

Todd G. Jackson
216/687-3340
TGJ2500@mcimail.com

P93000037698

December 26, 1996

VIA UPS OVERNIGHT DELIVERY

400002040104--4
-12/27/96--01131--001
*****70.00 *****70.00

Department of State
409 East Gaines Street
Tallahassee, FL 32399

Attention: Amendments Section

Re: Magical Farms, Inc.
Our File No.: 17093-17791

Dear Ladies and Gentlemen:

I have enclosed Articles of Merger of Magical Farms, Inc. together with a check in the amount of \$70.00 to cover the filing fee. Please file this in your usual manner.

Thank you for your time and attention to this matter. If there are any questions or problems, please feel free to contact the undersigned by telephone, toll free, at (800)336-4952.

Very truly yours,


Todd G. Jackson

TGJ/ag
Enclosure

FILED
96 DEC 27 PM 2:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SH 1/31
Neger



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 9, 1997

Todd G. Jackson
Weston, Hurd et al
2500 Terminal Tower, 50 Public Square
Cleveland, OH 44113-2241

SUBJECT: MAGICAL FARMS, INC.
Ref. Number: P93000037698

We have received your document for MAGICAL FARMS, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

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 (904) 487-6908.

Steven Harris
Corporate Specialist

Letter Number: 697A00001107

WESTON HURD
FALLON PAISLEY & HOWLEY LLP.
COUNSELLORS AT LAW

Todd G. Jackson
216/687-3340
TGJ2500@mcimail.com

January 20, 1997

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Attn: Steven Harris
Corporate Specialist

Re: Magical Farms, Inc.
Our File No. 17093-17791

Dear Mr. Harris:

Enclosed please find a photocopy of your letter dated January 9, 1997, together with the originally executed copy of the Articles of Merger for Magical Farms, Inc. which now has a copy of the Agreement and Plan of Merger attached as Exhibit A. Accordingly, please see that this is filed in the ordinary course.

Thank you for your cooperation.

Sincerely,



Todd G. Jackson

TDG/bjr
Enclosure

ARTICLES OF MERGER
Merger Sheet

MERGING:

MAGICAL FARMS, INC., a Florida corporation, P93000037698

into

MAGICAL FARMS, INC., an Ohio corporation not qualified in Florida.

File date: December 27, 1996

Corporate Specialist: Steven Harris

**ARTICLES OF MERGER
MAGICAL FARMS, INC.**

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of merging:

1. The names of the corporations which are parties to the within merger are Magical Farms, Inc., a Florida corporation (Document No. P93000037698), and Magical Farms, Inc., an Ohio corporation. Magical Farms, Inc., an Ohio Corporation, is the surviving corporation.

2. On October 20, 1996, the Agreement and Plan of Merger attached hereto as Exhibit "A" was approved by the shareholders of Magical Farms, Inc., a Florida corporation in the manner prescribed by the Florida Business Corporation Act. Since Magical Farms, Inc., an Ohio corporation, is the surviving corporation of the merger, the approval of its shareholders is not required by the provisions of the Ohio General Corporation Law.

3. As to each of the undersigned corporations, the number of shares outstanding, and the designation and number of the shares of each class entitled to vote as a class, are as follows:

NAME OF CORPORATION	TOTAL NUMBER OF SHARES OUTSTANDING	DESIGNATION OF CLASS	NUMBER OF SHARES
Magical Farms, Inc., an Ohio corporation	200	Common	200
Magical Farms, Inc. a Florida corporation	200	Common	200

4. As to each of the undersigned corporations, the total number of shares voted for and against the plan, respectively, are as follows:

NAME OF CORPORATION	TOTAL VOTED FOR	TOTAL VOTED AGAINST
Magical Farms, Inc. an Ohio Corporation	200	-0-
Magical Farms, Inc. a Florida corporation	200	-0-

FILED
95 DEC 27 PM 2:33
CLERK OF STATE
TALLAHASSEE, FLORIDA

Dated October 20, 1996.

MAGICAL FARMS, INC., an Ohio corporation

By: Libby M. Forstner

Its: President

And By: [Signature]

Its: Secretary

MAGICAL FARMS, INC., a Florida corporation

By: Libby M. Forstner

Its: President

And By: [Signature]

Its: Secretary

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

FILED
96 DEC 27 PM 2:33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger (the "Agreement"), dated October 20, 1996, is entered into by and between Magical Farms, Inc., an Ohio corporation ("Magical Farms (Ohio)") and Magical Farms, Inc., a Florida corporation ("Magical Farms (Florida)").

Recitals:

A. WHEREAS, on the date of this Agreement, Magical Farms (Ohio) is authorized to have outstanding eight hundred fifty (850) shares of common stock, no par value (the "Ohio Common Stock"), of which two hundred (200) shares are issued and outstanding and six hundred fifty (650) shares are authorized but unissued; and

B. WHEREAS, on the date of this Agreement, Magical Farms (Florida) is authorized to have outstanding one thousand (1,000) common shares, \$1.00 par value (the "Florida Common Stock"), of which two hundred (200) shares are issued and outstanding and eight hundred (800) shares are authorized but unissued; and

C. WHEREAS, the boards of directors of Magical Farms (Ohio) and Magical Farms (Florida) believe it is in their companies' mutual best interests that Magical Farms (Florida) be merged with and into Magical Farms (Ohio); and

D. WHEREAS, the terms and provisions of this Agreement have been approved by the directors of Magical Farms (Ohio) and the shareholders and directors of Magical Farms (Florida);

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived from this Agreement and the covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as provided below.

Terms and Provisions:

**ARTICLE 1
THE MERGER**

1.01 The Merger. Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 1.02 hereof), Magical Farms (Florida) shall be merged with and into Magical Farms (Ohio) (the "Merger") in accordance with the provisions hereof, the Ohio Revised Code (the "Ohio Act"), and the Florida Business Corporation Act (the "Florida Act") and the separate corporate existence of Magical Farms (Florida) shall cease. Magical Farms (Ohio) shall continue as the surviving entity in the Merger (sometimes referred to hereinafter as the "Surviving Entity") under the laws of the state of Ohio and under its present name.

12/31/96

1.02 Effective Time. The Merger shall become effective on 11:59p.m. (the "Effective Time"). As soon as practicable following the execution and delivery of this Agreement by both parties, Magical Farms (Ohio) and Magical Farms (Florida) will cause a certificate of merger (the "Certificate of Merger") to be filed with the Ohio secretary of state as provided in section 1701.81 of the Ohio Act and articles of merger (the "Articles of Merger") to be filed with the Florida Department of State as provided in section 607.1105 of the Florida Act.

1.03 Effects of the Merger. The Merger shall have the effects set forth in section 1701.78 of the Ohio Act and section 607.1106 of the Florida Act.

1.04 Articles of Incorporation and Regulations.

(a) The articles of incorporation of Magical Farms (Ohio) in effect immediately prior to the Effective Time (the "Articles") shall be the articles of incorporation of the Surviving Entity, unless and until amended as provided therein or by law.

(b) The regulations of Magical Farms (Ohio) in effect immediately prior to the Effective Time (the "Regulations") shall be the Regulations of the Surviving Entity, unless and until amended as provided therein, in the Articles of the Surviving Entity or by law.

1.05 Officers and Directors. The initial board of directors of the Surviving Entity shall be Gerald C. Forstner and Libby M. Forstner, and the initial officers of the Surviving Entity shall be Libby M. Forstner as president and treasurer and Gerald C. Forstner, Jr. as vice president and secretary. The initial officers and directors shall serve until such time as they may be replaced as provided in the Articles or Regulations of the Surviving Entity or by law.

1.06 Conversion of Magical Farms (Florida)'s Capital Stock. Each share of Florida Common Stock which is authorized but unissued, or which is held in treasury immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of Magical Farms (Florida) or Magical Farms (Ohio), be cancelled and retired and cease to exist. Each share of Florida Common Stock which is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Magical Farms (Florida) or Magical Farms (Ohio), be converted into one-half ($\frac{1}{2}$) of a share of the common stock, no par value, of the Surviving Entity.

1.07 Conversion of Magical Farms (Ohio)'s Capital Stock. Each share of Ohio Common Stock which is authorized but unissued, or which is held in treasury immediately prior to the Effective Time shall, at the Effective Time, by virtue of the Merger and without any action on the part of Magical Farms (Florida) or Magical Farms (Ohio), be converted into one (1) share of authorized but unissued share of the common stock, no par value of the Surviving Entity. Each share of Ohio Common Stock which is issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of Magical Farms (Florida) or Magical Farms (Ohio), be converted into one-half ($\frac{1}{2}$) of a share of the common stock, no par value, of the Surviving Entity.

1.08 Filing of Certificate and Articles of Merger. Upon the terms and subject to the conditions hereof, as soon as practicable following the execution and delivery of this Agreement, Magical Farms (Ohio) and Magical Farms (Florida) shall execute and file the Certificate of Merger in the manner required by the Ohio Act and Articles of Merger in the manner required by the Florida Act, and the parties hereto shall take all such other and further actions as may be required by law to make the Merger effective.

1.09 Additional Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any conveyance, assignment, transfer, deed or other instrument or act is necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of either Magical Farms (Ohio) or Magical Farms (Florida) acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the officers and directors of the Surviving Entity shall and will be authorized to execute, acknowledge and deliver, in the name and on behalf of Magical Farms (Ohio) or Magical Farms (Florida) or otherwise, all such instruments and do such acts.

ARTICLE 2 MISCELLANEOUS

2.01 Entire Agreement; Assignment. This Agreement, (i) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other written or oral prior agreements and understandings between the parties or any of them with respect to such subject matter and (ii) shall not be assigned by operation of law or otherwise.

2.02 Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions of this Agreement, all of which shall remain in full force and effect.

2.03 Governing Law. This Agreement shall be governed by and the rights of the parties construed in accordance with the laws of the state of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

2.04 Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and not intended to be part of or to affect the meaning or interpretation of this Agreement.

2.05 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or persons any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

2.06 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and

the same agreement.

2.07 Incorporation of Recitals. The recitals appearing at the beginning of this Agreement are incorporated into this Agreement and expressly made a part hereof by this reference, the same as if fully rewritten.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed on the date first written above.

MAGICAL FARMS (OHIO):

Magical Farms, Inc.

By: Libby M. Forstner

Title: President

By: [Signature]

Title: Sec

MAGICAL FARMS (FLORIDA):

Magical Farms, Inc.

By: Libby M. Forstner

Title: President

By: [Signature]

Title: Sec