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(Requestor's Name)

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(City/State/Zip/Phone #)

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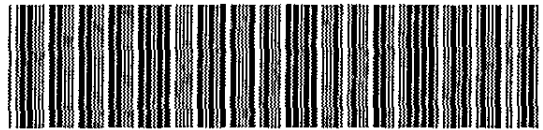
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SP
merger
5/4/04

JONATHAN W. SKIBA
ATTORNEY AT LAW
7 BRANDING IRON LANE
P.O. BOX 949
GLEN COVE, NEW YORK 11542

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April 22, 2004

BY CERTIFIED MAIL

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

**RE: Articles of Merger
OTREERRE, INC. (a Florida corporation) with and into
OTREERRE, INC. (a New York corporation)**

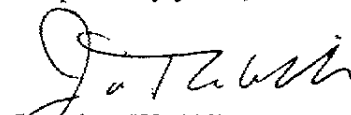
Dear Madam/Sir:

Enclosed are the following documents pertaining to the above-referenced merger of a foreign and domestic business corporation:

1. Articles of Merger;
2. Attorney's check in the amount of \$70.00, payable to "FL Department of State."

OTREERRE, INC., a New York corporation, is the surviving corporation. Please file the Articles of Merger, and return to the undersigned an acknowledgement of, or receipt for, the Articles as filed. A preaddressed envelope is enclosed for your convenience.

Respectfully yours,


Jonathan W. Skiba

JWS/mm
Enclosures (2)

Cc: Otreerre, Inc.
James Lebenns, CPA

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
OTREERRE, INC.	NEW YORK	N/A

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
OTREERRE, INC.	FLORIDA	P00000069974

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Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on MARCH 12, 2004

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on MARCH 12, 2004

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

OTREERRE, INC. (FL)

Flourens

GIORGIO RIZZI, PRESIDENT

OTREERRE, INC. (NY)

Conclusion

GIORGIO RIZZI, PRESIDENT

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

OTREERRE, INC.

NEW YORK

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

OTREERRE, INC.

FLORIDA

Third: The terms and conditions of the merger are as follows:

SEE ATTACHED

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHED

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

N/A

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

**AGREEMENT AND PLAN OF MERGER OF
OTREERRE, INC.
(a Florida corporation)
with and into
OTREERRE, INC.
(a New York corporation)**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of March 12, 2004, by and between OTREERRE, INC., a corporation organized and existing under the law of the State of Florida (hereinafter referred to as the "Merging Corporation" or "OTREERRE FLORIDA") and OTREERRE, INC., a corporation organized and existing under the law of the State of New York (hereinafter sometimes referred to as the "Surviving Corporation" or "OTREERRE NEW YORK"), and the said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations."

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that OTREERRE FLORIDA be merged with and into OTREERRE NEW YORK, with OTREERRE NEW YORK being the Surviving Corporation, under and pursuant to the law of the State of Florida and the law of the State of New York, and on the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1
MERGER**

1.1 OTREERRE FLORIDA shall be merged with and into OTREERRE NEW YORK in accordance with the law of the State of Florida and the law of the State of

New York. The separate corporate existence of OTREERRE FLORIDA shall thereby cease, and OTREERRE NEW YORK shall be the Surviving Corporation.

1.2 The name of the Surviving Corporation after the merger shall be "OTREERRE, INC."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time, the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Certificate of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Business Corporation Law of New York and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary

herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE 2 TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective as of the date of the filing of the Certificate of Merger by the New York Department of State and the filing of the Articles of Merger by the Florida Secretary of State. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."

2.2 Prior to the Effective Time, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

ARTICLE 3
CERTIFICATE OF INCORPORATION AND BYLAWS;
DIRECTORS AND OFFICERS

3.1 The Certificate of Incorporation of OTREERRE NEW YORK, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Certificate of Incorporation shall be effected by the merger.

3.2 The Bylaws of OTREERRE NEW YORK, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the directors and officers of OTREERRE NEW YORK immediately prior to the Effective Time shall, after the merger, continue as the directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the law of the State of New York and the Certificate of Incorporation and Bylaws of the Surviving Corporation.

ARTICLE 4
CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued and outstanding one hundred (100) shares of common stock, no par value ("OTREERRE NEW YORK Common"), which shares are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued and outstanding one hundred (100) shares of common stock, no par value ("Merging Corporation Common").

4.3 At the Effective Time, each issued and outstanding share of Merging Corporation Common shall be converted into one (1) fully paid share of OTREERRE NEW YORK Common. Outstanding certificates representing shares of Merging Corporation Common shall thereafter represent shares of OTREERRE NEW YORK Common. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

No other cash, shares, securities or obligations will be distributed or issued upon conversion of Merging Corporation Common.

ARTICLE 5 MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of any of the Constituent Corporations may, in its sole discretion and at any time prior to the filing with the New York Department of State of the necessary Certificate of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of any of the Constituent Corporations or its directors, officers or shareholders in respect of this Agreement and Plan.

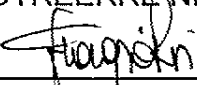
5.2 The shareholders of the Constituent Corporations dissenting to the Agreement and Plan pursuant to Florida law, and comparable provision in the New

York Business Corporation Law, as applicable, shall be entitled to be paid the fair value of their shares upon compliance with such applicable statutory section.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

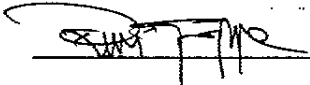
IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

OTREERRE, INC.
(OTREERRE NEW YORK)

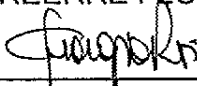


GIORGIO RIZZI,
President

Attest:



OTREERRE, INC.
(OTREERRE FLORIDA)



GIORGIO RIZZI,
President

Attest:

