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MERGER OR SHARE EXCHANGE

2815 Grand Realty Corp.

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Merger

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ARTICLES OF MERGER
OF
2815 GRAND REALTY CORP.,
A New York Corporation,
INTO
2815 GRAND REALTY CORP.,
A Florida Corporation

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), 2815 GRAND REALTY CORP., a New York Corporation ("New York Corporation") and 2815 GRAND REALTY CORP., a Florida Corporation ("Florida Corporation"), hereby certify to the Florida Secretary of State as follows:

FIRST: The Agreement and Plan of Merger dated January 20, 2006 ("Plan of Merger"), between the New York Corporation and the Florida Corporation was approved and adopted by the Board of Directors and Shareholders of the New York Corporation on January 20, 2006, and was approved and adopted by the Board of Directors and Shareholders of the Florida Corporation on January 20, 2006.

SECOND: Under the Plan of Merger, all issued and outstanding shares of the New York Corporation's stock will be acquired by means of merger of the New York Corporation into the Florida Corporation with the Florida Corporation being the surviving corporation.

THIRD: The Plan of Merger is attached as Exhibit A and incorporated herein by reference.

FOURTH: The laws of the State of New York under which the New York Corporation is organized permit such merger.

FIFTH: Pursuant to Section 607.1105(1)(b) of the Act, the effective date and time of the merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be duly executed on this 20 day of Jan, 2006.

2815 GRAND REALTY CORP., a New York Corporation

By: Alan R. Blair
Alan Blair, President

2815 GRAND REALTY CORP., a Florida Corporation

By: Alan R. Blair
Alan Blair, President

PLAN OF MERGER

Between

2815 GRAND REALTY CORP.,
A New York Corporation

and

2815 GRAND REALTY CORP.,
A Florida Corporation

THIS PLAN OF MERGER ("Plan of Merger") is dated as of January 20, 2006, by and between 2815 GRAND REALTY CORP., a New York corporation ("Disappearing Corporation"), and 2815 GRAND REALTY CORP., a Florida corporation ("Surviving Corporation" and collectively with the Disappearing Corporation, the "Constituent Corporations"). This Merger is being effected under this Plan of Merger in accordance with Sections 607.1101, *et seq.*, of the Florida Business Corporation Act (the "Act").

1. **Articles of Incorporation.** The Articles of Incorporation of Surviving Corporation, in effect immediately before the effective date of the Merger ("Effective Date"), shall, without any changes, be the Articles of Incorporation of the Surviving Corporation from and after the Effective Date until further amended as permitted by law.

2. **Distribution to Shareholders of the Constituent Corporations.** On the Effective Date, each share of the Disappearing Corporation's common stock that shall be issued or outstanding at that time shall without more be converted into and exchanged for shares of Surviving Corporation in accordance with this Plan of Merger. Each share of Surviving Corporation's stock that is issued and outstanding on the Effective Date, if any, shall continue as outstanding shares of Surviving Corporation's stock.

3. **Satisfaction of Rights of Disappearing Corporations Shareholders.** All shares of Surviving Corporation's stock into which shares of Disappearing Corporation's stock shall have been converted and become exchangeable for under this Plan of Merger shall be deemed to have been paid in full satisfaction of such converted shares.

4. **Effect of Merger.** On the Effective Date, the separate existence of Disappearing Corporation shall cease and Surviving Corporation shall be fully vested in Disappearing Corporation's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 607.1106 of the Act.

5. **Supplemental Action.** If at any time after the Effective Date Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan of Merger, the appropriate officers of the Surviving Corporation or Disappearing Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on request of Surviving Corporation, any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary of proper

acts to vest, perfect, confirm or record such title thereto in Surviving Corporation, or to otherwise carry out the provisions of this Plan of Merger.

6. **Filing with the Florida Secretary of State and Effective Date.** Disappearing Corporation and Surviving Corporation shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Plan of Merger as Exhibit A and upon such execution this Plan of Merger shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to the Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corporation to the Florida Secretary of State. In accordance with Section 607.1105(1)(b) of the Act, the Articles of Merger shall specify the Effective Date, which shall be the date of filing of the Articles of Merger.

7. **Amendment and Waiver.** Any of the terms of this Plan of Merger may be waived at any time by the Constituent Corporation that is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with Section 607.1103 of the Act.

8. **Termination.** At any time before the Effective Date, this Plan of Merger may be terminated and the Merger abandoned by mutual consent of the Board of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.

9. **Rules of Construction.** Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Plan of Merger: (i) references to the singular include the plural, and references to the plural include the singular; (ii) words of the masculine include correlative words of the feminine and neuter genders, or vice versa; and (iii) the headings or captions used in this Plan of Merger are for convenience of reference only and do not constitute a part of this Plan of Merger, nor affect its meaning, construction, or effect.

10. **Governing Law.** This Plan of Merger shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to its conflicts of laws provisions.

11. **Severability.** If any provision (or any part of any provision) contained in this Plan of Merger shall for any reason be held invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision) of this Plan of Merger, and this Plan of Merger shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein, but only to the extent such provision (or part thereof) is invalid, illegal, or unenforceable.

12. **Entire Agreement; Amendment; Waiver.** This Plan of Merger contains the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supercedes all prior discussions, understandings, and agreements (whether written or oral) between them with respect thereto. No amendment to, or modification or waiver of, any of the terms of this Plan of Merger shall be valid unless in writing and signed by the party against whom enforcement of such

amendment, modification or waiver is sought.

13. **Further Assurances.** Each of the parties hereto agrees to furnish such information, to do all acts and things, and to execute and deliver such agreements, documents, certificates, and instruments as shall from time to time be reasonably required to effectuate the terms and provisions of this Plan of Merger.

14. **Counterparts.** This Plan of Merger may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Plan of Merger as of the date first above written.

2815 GRAND REALTY CORP., a New York Corporation

By: Alan R. Blair
Alan Blair, President

2815 GRAND REALTY CORP., a Florida Corporation

By: Alan R. Blair
Alan Blair, President