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(Requestor's Name)

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Devis Fishman GAVE
AUTHORIZATION BY PHONE TO
CORRECT *- off. date*
DATE *8/16/07*
FOR FILING *clerk*

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
07 AUG 15 PM 2:33

BLT

LAW OFFICES OF DENIS FISHMAN, LLC

1250 E. Hallandale Beach Blvd., Suite 605
Hallandale, FL 33009
Tel: 954-455-5033 Fax: 954-455-5034
fishmanlaw@bellsouth.net

Denis Fishman, Esq.*

*Member of New York, New Jersey and Florida Bar

August 13, 2007

Via Overnight Express Mail

Florida Department of State
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Merger, Resignation of Managing Member, Resignation of Managers.
Project Novations, LLC, Prime PB 90 LLC, Prime PB 16, LLC.

Dear Sir/Madam,

Enclosed please find the above the referenced documents plus a filing fee check for \$675.00.
Due to the fact that we request several certified copies of each filing, below please find a list of documents with the corresponding fee and number of certified copies requested.

1. Certificate of Merger – filing fee \$165.00 (\$75.00 filing fee for three companies plus \$90.00 for three certified copies);
2. Resignation of Prime Development FLA, LLC Managing Member of Prime PB 16, LLC \$85.00 (\$25.00 filing fee plus \$60.00 for two certified copies);
3. Resignation of Prime Development FLA, LLC as Managing Member of Prime PB 90, LLC \$85.00 (\$25.00 filing fee plus \$60.00 for two certified copies);
4. Resignation of Allen Kahan as Manager of Prime PB 16, LLC \$85.00 (\$25.00 filing fee plus \$60.00 for two certified copies);
5. Resignation of Allen Kahan as Manager of Prime PB 90, LLC \$85.00 (\$25.00 filing fee plus \$60.00 for two certified copies);
6. Resignation of Guennadi Oks as Manager of Prime PB 16, LLC \$85.00 (\$25.00 filing fee plus \$60.00 for two certified copies);
7. Resignation of Guennadi Oks as Manager of Prime PB 90, LLC \$85.00 (\$25.00 filing fee plus \$60.00 for two certified copies);

Please file the documents in the usual manner and return the certified copies to our office.

Also please do not hesitate to contact us for any additional information or with any questions.

Very Truly Yours,



Law Offices of Denis Fishman, LLC


Denis Fishman, Esq.

Law Offices of Denis Fishman, LLC

1250 E. Hallandale Beach Blvd., Suite 605, Hallandale FL 33009

Tel. 954-455-5033; Fax 954-455-5034

fishmanlaw@bellsouth.net

Date:	Thursday, August 16, 2007
FAXIMILE TRANSMISSION	
Number dialed:	850-245-6030
Attn: Brenda	
RE: Project Novations, LLC Plan of Merger	
Total number of pages to be sent:	8 including cover
Message:	
<p>Dear Brenda,</p> <p>Enclosed please file the amended Plan of Merger per our discussion.</p> <p>Thank you for your attention to this matter,</p>  <p>Denis Fishman, Esq.</p>	

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: PROJECT NOVATIONS, LLC

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Denis Fishman, Esq.
1250 East Hallandale Beach Boulevard, Suite 605
Hallandale, Florida 33009

For further information concerning this matter, please call:

Denis Fishman, Esq. at (718) 753-5789

Certified copy (optional) \$30.00

STREET ADDRESS:
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

**Certificate of Merger
For
Florida Limited Liability Company**

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DIVISION OF CORPORATIONS
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The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact names, form/entity types, and jurisdictions for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
✓ Prime PB 16, LLC L05-94568	Broward County, FL	Limited Liability Company
✓ Prime PB 90, LLC L06-31897	Broward County, FL	Limited Liability Company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
✓ Project Novations, LLC L07-13275	Broward County, FL	Limited Liability Company

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

May 29, 2007, for accounting purposes only

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:


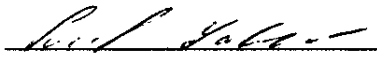
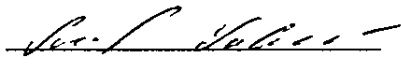
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address:

Mailing address:

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signatures for Each Party:

<u>Name of Entity/Organization:</u>	<u>Signatures:</u>	<u>Typed or Printed Name of Individual:</u>
Prime PB 16, LLC		Juzef Yakobi
Prime PB 90, LLC		Juzef Yakobi
Project Novations, LLC		Juzef Yakobi

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>		
For each Limited Liability Company:		\$25.00
For each Corporation:		\$35.00
For each Limited Partnership:		\$52.50
For each General Partnership:		\$25.00
For each Other Business Entity:		\$25.00

<u>Certified Copy (optional):</u>		\$30.00
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Plan of Merger

Prime PB 16, LLC and Prime PB 90, LLC, both Florida Limited Liability Companies, each has one class of units consisting of 200 units in total, all of which are issued and outstanding, presently held entirely by Project Novations, LLC, a Florida Limited Liability Company.

Project Novations, LLC is a Florida Limited Liability Company has one class of units consisting of 1000 units in total, all of which are issued and outstanding.

The Managing Members of Prime PB 16, LLC and Prime PB 90, LLC and Project Novations, LLC have determined that, for the purpose of effecting the most efficient progress of these entities, it is advisable and in the best interests of Prime PB 16, LLC and Prime PB 90, LLC into Project Novations, LLC upon the terms and conditions herein provided.

The respective Managing Members and Members of Prime PB 16, LLC, Prime PB 90, LLC and Project Novations, LLC have approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Prime PB 16, LLC, Prime PB 90, LLC and Project Novations, LLC hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Department of State Division of Corporations and the Florida Limited Liability Company Act, Prime PB 16, LLC and Prime PB 90, LLC shall be merged with and into Project Novations, LLC (the "Merger"), the separate existence of Prime PB 16, LLC and Prime PB 90, LLC shall cease and Project Novations, LLC shall survive the Merger and shall continue to be governed by

the laws of the State of Florida, and Project Novations, LLC shall be, and is herein sometimes referred to as, the "Surviving Company."

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed: (a) The purchase of all units of ownership of Prime PB 16, LLC and Prime PB 90, LLC, whether issued, subscribed or otherwise by Project Novations, LLC; b) The within Plan of Merger shall have been adopted and approved by the Managing Members of Prime PB 16, LLC , Prime PB 90, LLC and Project Novations, LLC in accordance with the requirements of the Florida Limited Liability Act. An executed Certificate of Merger or an executed, acknowledged and certified counterpart of this Agreement meeting the requirements of the Florida Limited Liability Company Act shall have been filed with the Florida Department of State Division of Corporations of the State of Florida within the required ninety (90) days. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Prime PB 16, LLC and Prime PB 90, LLC shall cease and Project Novations, LLC, as the Surviving Company, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and Prime PB 16, LLC and Prime PB 90, LLC's Managing Members, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Prime PB 16, LLC and Prime PB 90, LLC in the manner set forth more fully in the Florida Limited Liability Company Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the

Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Prime PB 16, LLC and Prime PB 90, LLC in the same manner as if Project Novations, LLC had itself incurred them, all as more fully provided under the applicable provisions of the Florida Limited Liability Company Act.

II CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Bylaws, Operating Agreement and Certificate of Organization. Upon the effectiveness of the Merger, the Bylaws, Operating Agreement and Certificate of Organization of Project Novations, LLC as in effect immediately prior to the effective Date of the Merger shall continue in full force and effect as the Bylaws, Operating Agreement and Certificate of Organization of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

III MANNER OF CONVERSION

3.1 Units of Ownership of Prime PB 16, LLC and Prime PB 90, LLC. Upon the Effective Date of the Merger, each 200 units of Prime PB 16, LLC and Prime PB 90, LLC, outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the parties, the holder of such units or any other person, be changed and converted into and exchanged for one fully paid unit, respectively, of the Surviving Company.

3.2 Units of Ownership of Project Novations, LLC. Upon the Effective Date of the Merger, each unit of ownership of Project Novations, LLC issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by Project Novations, LLC, shall represent ownership of proportionate ownership of all Prime PB 16, LLC and Prime

PB 90, LLC units. Therefore, ownership of one unit of Project Novations, LLC is made up entirely of one half unit of Prime PB 16, LLC and one half unit of Prime PB 90, LLC. The registered owner on the books and records of the Surviving Company of any such units shall be deemed owner of such converted units and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Company represented by such outstanding certificate as provided above. Each certificate representing capital stock of the Surviving Company so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of Prime PB 16, LLC and Prime PB 90, LLC so converted and given in exchange therefor, unless otherwise determined by the Managing Members of the Surviving Company in compliance with applicable laws. If any certificate for units of Project Novations, LLC stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to Project Novations, LLC any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of Project Novations, LLC that such tax has been paid or is not payable.

IV GENERAL

4.1 Covenants of Project Novations, LLC. Project Novations, LLC covenants and agrees that it will on or before the Effective Date of the Merger: (a) File any and all documents with the

appropriate Florida tax authorities necessary for the assumption by Project Novations, LLC of all of the franchise tax liabilities of Prime PB 16, LLC and Prime PB 90, LLC, if any; and (b) Take such other actions as may be required by the Florida Limited Liability Company Act.

4.2 Further Assurances. From time to time, as and when required by Project Novations, LLC or by its successors or assigns, there shall be executed and delivered on behalf of Prime PB 16, LLC and Prime PB 90, LLC such deeds and other instruments, and there shall be taken or caused to be taken by Project Novations, LLC and Prime PB 16, LLC and Prime PB 90, LLC such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Project Novations, LLC the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Prime PB 16, LLC and Prime PB 90, LLC and otherwise to carry out the purposes of this Agreement, and the Managing Members and officers of Project Novations, LLC are fully authorized in the name and on behalf of Prime PB 16, LLC and Prime PB 90, LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the filing of this Agreement with the Secretary of State of the State of Florida, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Managing Members of either Prime PB 16, LLC, Prime PB 90, LLC or Project Novations, LLC, or both, notwithstanding the approval of this Agreement by the Members of Prime PB 16, LLC, Prime PB 90, LLC or Project Novations, LLC.

4.4 Amendment. The Managing Members of the Constituent Companies may amend this

Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the Members of either Constituent Company shall not: (1) alter or change the amount or kind of units/shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the units/shares of any class or series thereof of such Constituent Company, (2) alter or change any term of the Bylaws, Operating Agreement and Certificate of Organization of the Surviving Company to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any units of ownership of such Constituent Company.

4.5 Registered Office. The registered office of the Surviving Company in the State of Florida is located at 1250 E. Hallandale Beach Boulevard, Suite 605, Hallandale 33009, County of Broward and Denis Fishman, Esq. is the registered agent of the Surviving Company at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company at 1250 E. Hallandale Beach Boulevard, Suite 605, Hallandale 33009 and copies thereof will be furnished to any shareholder of either Constituent Company, upon request and without cost.

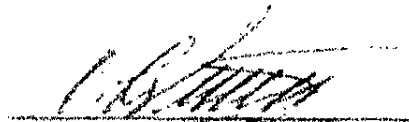
4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida and, so far as applicable, the merger provisions of the Florida Limited Liability Company Act.

4.8 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement and Plan of Merger, having first been approved by resolutions of the Managing Members of Project Novations, LLC and Prime PB 16, LLC and Prime PB 90, LLC, is hereby executed on behalf of each of such two corporations and attested by their respective Managing Members thereunto duly authorized

Prime PB 16, LLC

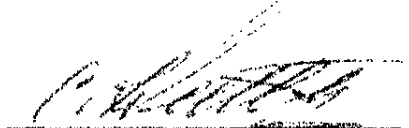
Prime PB 90, LLC



By: Solomon Edelman
Managing Member

By: Solomon Edelman
Managing Member

Project Novations, LLC



By: Solomon Edelman
Managing Member