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Amakalt

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Prime Capital Resources, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

(Contact Person)

Robert C. Laskowski
Attorney At Law
520 S.W. Yamhill Ste. 600
Portland, Oregon 97204-1329

Robert C. Laskowski
Attorney At Law
520 S.W. Yamhill Ste. 600
Portland, Oregon 97204-1329

(Address)

(City/State and Zip Code)

For further information concerning this matter, please call:

Robert C. Laskowski

(Name of Contact Person)

At (503)

241-0780

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

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, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Prime Capital Resources, Inc.	Nevada	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Prime Capital Resources, Inc.	Florida	P95000026458

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 after merger file date.)

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 _____.

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 _____.

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)

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05 SEP 15 AM 11:39
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Seventh: SIGNATURES FOR EACH CORPORATION

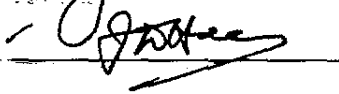
<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
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Prime Capital
Resources, Inc.



Jim D. Holmes

Prime Capital
Resources, Inc.



Jim D. Holmes

PLAN OF MERGER

(Non Subsidiaries)

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

First: The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

Prime Capital Resources, Inc. Nevada

Second: The name and jurisdiction of each merging corporation:

Name

Jurisdiction

Prime Capital Resources, Inc. Florida

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

See attached Articles and Agreement of Merger

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 Articles and Agreement of Merger

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

ARTICLES AND AGREEMENT OF MERGER

DATED: September 14, 2005

BETWEEN: **PRIME CAPITAL RESOURCES, INC.**
a Florida corporation ("PCRC-Florida")

AND: **PRIME CAPITAL RESOURCES, INC.**
a Nevada corporation ("PCRC-Nevada")

WHEREAS, PCRC-Florida and PCRC-Nevada wish to provide for the terms and conditions upon which a merger of PCRC-Florida with and into PCRC-Nevada would be consummated for the sole purpose of changing the corporate domicile of PCRC-Florida from Florida to Nevada; and

WHEREAS, the Board of Directors of PCRC-Florida and PCRC-Nevada, respectively, have deemed it desirable and in the best interests of the corporations and their shareholders that the merger should take place, and have approved the merger pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

ARTICLE I

THE MERGER AND RELATED MATTERS

1.01 The Merger

- (a) Subject to the terms and conditions of this Agreement, at the Effective Date, as defined in Section 1.01(b), PCRC-Florida shall be merged with and into PCRC-Nevada in accordance with the provisions of the Business Corporation Acts of the States of Florida and Nevada, respectively ("Corporation Acts"), and the separate existence of PCRC-Florida shall cease and PCRC-Nevada shall continue as the surviving corporation under the laws of the State of Nevada. ("Surviving Corporation").
- (b) The merger shall become effective at the time of filing Articles of Merger under the Corporation Acts. The date when the merger shall become effective is hereinafter referred to as the "Effective Date."
- (c) On the Effective Date, the Surviving Corporation shall thereafter possess all assets and property of every description, and the rights, privileges, powers and authority of PCRC-Florida and PCRC-Nevada, and all obligations belonging to or due to each of PCRC-Florida and PCRC-Nevada. The Surviving Corporation shall be liable for all obligations of each of PCRC-Florida and PCRC-Nevada.

1.02 Exchange of Shares

On the Effective Date, the then issued and outstanding shares of voting common stock of PCRC-Florida shall be exchanged for an equal number of shares of fully paid and nonassessable voting common stock in the Surviving Corporation. The voting common stock of PCRC-Florida so exchanged shall be cancelled and returned and shall no longer be considered issued or outstanding. On the Effective Date, there shall be outstanding shares of the common stock of the Surviving Corporation.

1.03 Articles of Incorporation and Bylaws of Surviving Corporation

The Articles of Incorporation and Bylaws of PCRC-Nevada, as in effect on the Effective Date, shall be the Articles of Incorporation and Bylaws of the Surviving Corporation until amended as provided by law.

1.04 Directors and Officers of the Surviving Corporation

The officers and directors of the Surviving Corporation shall be as follows:

<u>Name</u>	<u>Title</u>
-------------	--------------

J.D. Holmes	President, Director
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A.K. Holmes	Secretary/Director
-------------	--------------------

The directors shall hold office subject to the provisions of the Bylaws of the Surviving Corporation until the next annual shareholders' meeting of the Surviving Corporation and until their respective successors have been duly elected or appointed and qualified. Such officers shall hold office subject to the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation until their respective successors have been duly elected or appointed, and have been duly qualified.

ARTICLE II

WARRANTIES AND REPRESENTATIONS

2.01 Warranties and Representations of PCRC-Florida

PCRC-Florida hereby warrants and represents to PCRC-Nevada as follows:

- (a) Due Organization; Good Standing and Corporate Power. PCRC-Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as now being conducted.
- (b) Capitalization. On the Effective Date, the authorized capital stock shall consist of 50,000,000 shares of voting common stock, no par value, and 1,000,000 shares of preferred stock. All issued and outstanding shares of common stock have been validly issued and are fully paid and nonassessable. There are 200,000 shares of preferred stock issued and outstanding.

- (c) Authorization and Validity of Agreement. PCRC- Florida has full corporate power and authority to execute and deliver this Agreement, and has obtained the necessary approval of its shareholders, to consummate the merger. The execution, delivery and performance by the Company of this Agreement have been authorized by its Board of Directors. This Agreement is a valid and binding obligation of the Company, enforceable against it in accordance with its terms.
- (d) No Consents or Approvals Required. The execution and delivery of this Agreement will not (i) conflict with, or violate any provision of the Articles of Incorporation or Bylaws of PCRC- Florida, (ii) conflict with or violate any law, rule, regulation, order, writ, injunction, judgment or decree applicable to PCRC- Florida or by which any of its properties or assets are found or affected; or (iii) conflict with or result in any breach of or constitute a default under, or give to others any rights of termination or cancellation of or result in the creation of any lien, charge or encumbrance on any of the properties or assets of PCRC- Florida pursuant to any note, bond, mortgage, indenture, deed of trust, lease, or any other instrument to which PCRC-Florida is a party.
- (e) Litigation or Administrative Proceedings. There are no suits, actions, legal or administrative proceedings or investigations pending or threatened against PCRC- Florida of which PCRC-Nevada has not been advised, which, if adversely determined, would materially and adversely affect the financial condition of PCRC- Florida or the conduct of its business.

2.02 Warranties and Representations of PCRC-Nevada

PCRC-Nevada hereby warrants and represents to PCRC- Florida as follows:

- (a) Due Organization: Good Standing and Corporate Power. PCRC-Nevada is a corporation duly organized and validly existing and in good standing under the laws of the state of Nevada and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on the business as now being conducted.
- (b) Capitalization. The authorized capital stock consists of 5,000,000,000 shares of voting common stock, no par value, and 100,000,000 shares of preferred stock. All issued and outstanding shares of common stock and preferred have been validly issued and are fully paid and nonassessable.
- (c) Authorization and Validity of Agreement. PCRC-Nevada has full corporate power and authority to execute and deliver this Agreement and to consummate the merger. The execution, delivery and performance by PCRC-Nevada of this Agreement have been authorized by the Board of Directors. This Agreement is a valid and binding obligation of PCRC-Nevada, enforceable against it in accordance with its terms.
- (d) No Consents or Approvals Required. Neither the execution nor the delivery of this Agreement will (i) conflict with, violate, or result in a breach of any provision of the Articles of Incorporation or Bylaws of PCRC-Nevada, (ii) conflict with, or violate any law, rule, regulation, order, writ, injunction, judgment or decree applicable to PCRC-Nevada, or by which any of its properties or assets may be found or affected; or (iii) conflict with or result in any breach of or constitute a default under or give to others any rights of termination or cancellation of or

result in the creation of any lien, charge or encumbrance on any of the properties or assets of PCRC-Nevada pursuant to any note, bond, mortgage, indenture, deed of trust, lease or any other instrument to which PCRC-Nevada is a party.

- (e) Litigation or Administrative Proceedings. There are no suits, actions, legal or administrative proceedings or investigations pending or threatened against PCRC-Nevada of which PCRC-Florida has not been advised, which, if adversely determined, would materially and adversely affect the financial condition of PCRC-Nevada or the conduct of its business.

ARTICLE III

REVERSE SPLIT AND NAME CHANGE

3.01 As soon as practicable after the consummation of the merger, the Surviving Corporation shall (i) file Articles of Amendment to change its name to "Via Dux, Inc."; and (ii) undertake a reverse split of its issued and outstanding common stock in a ratio to be determined by the board of directors in its discretion.

ARTICLE IV

CONDITIONS TO THE MERGER

4.01 Conditions Precedent to Obligations of PCRC- Florida and PCRC-Nevada

The respective obligations of PCRC-Florida and PCRC-Nevada to consummate the merger under this Agreement are subject to the satisfaction or waiver of each of the following conditions:

- (a) The approval of the shareholders of PCRC- Florida shall have been obtained in accordance with the Corporation Acts.
- (b) No order, statute, regulation, injunction, decree or restraining order shall have been enacted, entered or enforced by any court of competent jurisdiction or governmental authority that prohibits the consummation of the merger.
- (c) All regulatory authorizations necessary to carry out the merger shall have been received.

PCRC-Florida and PCRC-Nevada each agree to use their best efforts to fulfill all conditions precedent referred to herein and to do all things necessary to consummate the merger.

ARTICLE V

TERMINATION AND ABANDONMENT

5.01 Termination

This Agreement may be terminated and the merger abandoned, at any time prior to the Effective Date, whether before or after the approval of the merger by the shareholders of PCRC-Florida and PCRC-Nevada, respectively, by mutual consent of the Board of Directors of PCRC-Florida and PCRC-Nevada.

5.02 Effect of Termination

In the event of the termination of this Agreement pursuant to Section 5.01, this Agreement shall become void and have no effect and there shall be no liability hereunder on the part of PCRC-Florida or PCRC-Nevada or any of their respective officers, directors, employees, agents or shareholders.

ARTICLE VI

MISCELLANEOUS

6.01 Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the merger and supercedes all prior agreements and understandings oral and written with respect thereto.

6.02 Amendment and Modification

To the extent permitted by applicable law, at or prior to the Effective Date this Agreement may be amended, modified or supplemented by written agreement of the respective Boards of Directors of PCRC-Florida and PCRC-Nevada, whether before or after the vote of the shareholders of PCRC- Florida and PCRC-Nevada.

6.03 Counterparts


This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

6.04 Applicable Law

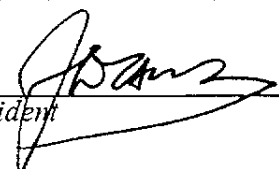
This Agreement and the legal relations between PCRC-Florida and PCRC-Nevada shall be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, PCRC-Florida and PCRC-Nevada have each caused this Agreement to be executed by their respective officers duly authorized as of the date first above written.

PRIME CAPITAL RESOURCES., a Florida corporation

By:  _____
President

PRIME CAPITAL RESOURCES, INC., Nevada corporation

By:  _____
President