

P95000087374

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(Business Entity Name)

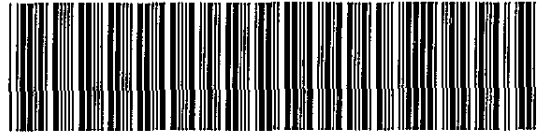
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12/14/05--01028--004 **78.75

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05 DEC 14 PM 12:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Merges 12-14-05
*Outgoing *12-31-05
cc

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Prime Management Group, Inc.

(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Catherine Conneely

(Name of person)

Ferrante & Associates

(Name of firm/company)

126 Prospect Street

(Address)

Cambridge, MA 02139

(City/state and zip code)

For further information concerning this matter, please call:

Catherine Conneely

(Name of person)

at (617) 868-5000

(Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER
(Profit Corporations)

** eff 12-31-05*

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)
Prime Management Group, Inc.	Florida	P95000087374

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Dickinson Management, Inc.	Florida	P00000115765

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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 12 / 31 / 05 (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 12/09/05.

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 12/09/05.

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)

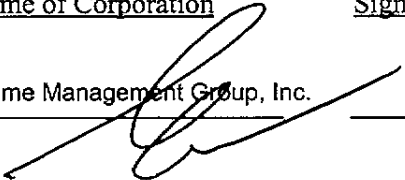
Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation


Signature

Typed or Printed Name of Individual & Title

Prime Management Group, Inc.

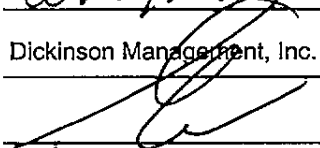


Charles D. Sollins, President



Wendy Lang, Secretary/Treasurer

Dickinson Management, Inc.



Charles D. Sollins, President



Wendy Lang, Secretary/Treasurer

PLAN OF MERGER

THIS PLAN OF MERGER is made and entered into by and between Prime Management Group, Inc., a Florida corporation (the "Surviving Corporation") and Dickinson Management, Inc., a Florida corporation (the "Merged Corporation") (the "Agreement").

RECITALS

- A. The Merged Corporation and the Surviving Corporation (individually sometimes called a "Constituent Corporation" and together called the "Constituent Corporations") desire that the Merged Corporation merge with and into the Surviving Corporation with the Surviving Corporation being the surviving corporation.
- B. The Surviving Corporation is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Secretary of State of the State of Florida to conduct business, with authorized capital of 2,000,000 shares of common stock with par value of \$0.01 per share of which, on the date hereof, there are Forty Nine and 495/1000 (49.495) shares issued and outstanding (the "Surviving Corporation Common Stock").
- C. The Merged Corporation is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Secretary of State of the State of Florida to conduct business, with authorized capital of 10,000 shares of common stock with par value of \$1.00 per share of which, on the date hereof, there are One Thousand (1,000) shares issued and outstanding (the "Merged Corporation Common Stock").
- D. The respective shareholders and boards of directors of the Merged Corporation and the Surviving Corporation deem it desirable and in the best interest of their respective corporations and stockholders that the Merged Corporation be merged with and into the Surviving Corporation as provided in this Agreement pursuant to the laws of the State of Florida and that the Surviving Corporation be the surviving corporation (the "Surviving Corporation").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

- 1. **THE MERGER.** Upon consummation of the merger contemplated herein, at the Effective Time (as defined herein) the Merged Corporation shall be merged with and into the Surviving Corporation which shall thereupon be the surviving corporation, and the separate corporation existence of the Merged Corporation shall cease (the "Merger"). The Merger will become effective on December 31, 2005, which date is referred to herein as the "Effective Time".
- 2. **THE NAME.** The name of the Surviving Corporation shall be:

Prime Management Group, Inc.

3. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

4. **BY-LAWS.** The By-Laws of the Surviving Corporation as in effect immediately prior to the Effective Time, shall at and after the Effective Time, continue to be the By-Laws of the Surviving Corporation.

5. **DIRECTORS AND OFFICERS.** The board of directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, at and after the Effective Time, serve as the board of directors and officers of the Surviving Corporation until its next annual meeting of shareholders or until such time as their successors have been elected and qualified.

6. **RIGHTS AND DUTIES OF SURVIVING CORPORATION.** At and after the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property rights, and every other interest of Surviving Corporation and the Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporation, respectively. All rights of creditors of the Merged Corporation and all liens upon any property of the Merged Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Merged Corporation may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of the Merged Corporation, or the corresponding officers of the Surviving Corporation, may, in the name of the Merged Corporation, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

7. **CONVERSION OF SHARES.** In and by virtue of the Merger and at the Effective Time, pursuant to this Agreement, the shares of each of the Constituent Corporations shall be converted into the shares or other securities of the Surviving Corporation as follows:

7.1 Effect on the Merged Corporation Stock. Every share of the Merged Corporation Common Stock that is issued and outstanding (other than shares of the Merged Corporation Common Stock, if any, held in the treasury of Merged Corporation) immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled. Each share of the Merged Corporation Common Stock, if any, that shall then be held in the treasury of the Merged Corporation immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled. On or after the Effective Time of the Merger, each holder of an outstanding certificate

representing shares of the Merged Corporation Common Stock shall surrender the same to the Surviving Corporation.

7.2 Effect on the Surviving Corporation Stock. Each share of the Surviving Corporation Stock issued and outstanding immediately prior to the Effective Time, shall be unaffected and continue to be shares of the Surviving Corporation.

8. MISCELLANEOUS.

8.1 Governing Law. This Agreement has been executed in the State of Florida, and the laws of the State of Florida shall govern the validity and interpretation hereof and the performance by the parties hereto.

8.2 Notice. The Surviving Corporation hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the Merged Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Merged Corporation.

8.3 Further Action. The Surviving Corporation and the Merged Corporation each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

8.4 Successors and Assigns. This Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement may not be assigned by either party without the written consent of the other.


8.5 Termination. This Agreement may, by the mutual consent and action of the boards of directors of the Surviving Corporation and Merged Corporation, be abandoned at any time before or after approval thereof by the shareholders of Merged Corporation, but not later than the filing of this Agreement with the Secretary of State of the State of Florida.

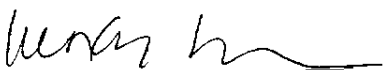
8.6 Notification. The principal business address of the Surviving Corporation is 6300 Park of Commerce Blvd., Boca Raton FL 33487.

8.7 Statement Required by Florida Law. The Surviving Corporation agrees to promptly pay to the dissenting shareholders of the Merged Corporation the amount, if any, to which they are entitled under Florida Statutes s. 607.1302.

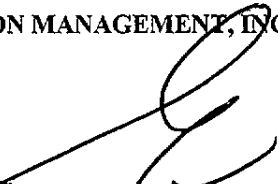
IN WITNESS WHEREOF, the parties to this Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused this Plan of Merger to be executed by their respective President and Secretary/Treasurer effective this 9th day of December, 2005.

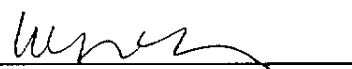
PRIME MANAGEMENT GROUP, INC.

Per: 
Charles D. Sollins, President

Per: 
Wendy Lang, Secretary/Treasurer

DICKINSON MANAGEMENT, INC.

Per: 
Charles D. Sollins, President

Per: 
Wendy Lang, Secretary/Treasurer