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12/31/08 Merger

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TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

VISTA PROPERTIES MANAGEMENT, INC.

WITH AND INTO

PRIME MANAGEMENT GROUP, INC.

Pursuant to the provisions of Section 607.1104 of the Florida Business Corporation Act, the undersigned Vista Properties Management, Inc. and Prime Management Group, Inc. adopt the following Articles of Merger:

1. The name of the surviving entity of the merger is Prime Management Group, Inc., a Florida corporation (the "Surviving Entity"). The name of the merging entity is Vista Properties Management, Inc., a Florida corporation (the "Merging Entity"), which is 100% held by the Surviving Entity.

2. A copy of the Agreement and Plan of Merger, dated December 18, 2008, by and between the Surviving Entity and the Merging Entity, is attached hereto as Exhibit "A" and incorporated herein by reference.

3. This merger shall become effective as at 2:01 p.m. on December 31, 2008.

4. The Agreement and Plan of Merger was adopted on December 18, 2008 by the shareholders and the Board of Directors of the Surviving Entity by written consent without a meeting in the manner prescribed by the Florida Business Corporation Act.

5. The Agreement and Plan of Merger was adopted on December 18, 2008 by the sole shareholder and the Board of Directors of the Merging Entity by written consent without a meeting in the manner prescribed by the Florida Business Corporation Act.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 18th day of December, 2008.

MERGING ENTITY

VISTA PROPERTIES MANAGEMENT, INC., a Florida corporation

By: ______________________

Tomas Roses
President

SURVIVING ENTITY

PRIME MANAGEMENT GROUP, INC., a Florida corporation

By: ______________________

Anthony Kalliche
Secretary

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 18th day of December, 2008, by and between Vista Properties Management, Inc., a Florida corporation with its principal office located at 100 Vista Royale Blvd., Vero Beach, Florida 32962 (the "Merging Entity"), and Prime Management Group, Inc., a Florida corporation with its principal office located at 2950 North 28th Terrace, Hollywood, Florida 33020 (the "Surviving Entity").

WHEREAS, the Merging Entity is a corporation organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is a corporation organized and existing under and by virtue of the laws of the State of Florida;

AND WHEREAS, the Surviving Entity is the sole shareholder of the Merging Entity;

AND WHEREAS, pursuant to the duly authorized action by the shareholders and the Board of Directors of the Surviving Entity and by the sole shareholder and Board of Directors of the Merging Entity, the Surviving Entity and the Merging Entity have determined that they shall merge (the "Merger") upon the terms and subject to the conditions and in the manner set forth in this Agreement and in accordance with Section 607.1104 of the Florida Business Corporation Act.

NOW THEREFORE, in consideration of the premises and the terms, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Merging Entity and the Surviving Entity hereby mutually agree as follows:

1. Merger. The Merging Entity and the Surviving Entity agree that the Merging Entity shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and subject to the conditions and in the manner set forth in this Agreement, and that the Surviving Entity shall continue under the laws of the State of Florida as the surviving entity. The Merger shall be effective as at 2:01 p.m. on December 31, 2008 (the "Effective Time").

2. Survival; Existence. At and after the Effective Time: (a) the Surviving Entity shall be the surviving entity, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Business Corporation Act; and (b) the Merging Entity shall cease to exist and its assets, property and obligations shall become the assets, property and obligations of the Surviving Entity as the surviving entity.

3. Articles; Bylaws. At and after the Effective Time: (a) the Articles of Incorporation of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Entity until duly amended; and (b) the Bylaws of the Surviving Entity in existence immediately prior to the Effective Time shall continue to be the Bylaws of the Surviving Entity until duly amended.

4. Manner and Basis of Converting Securities. At the Effective Time: (a) all of the issued and outstanding shares in the capital stock of the Merging Entity, and all rights to acquire securities, of the Merging Entity shall be cancelled and no longer be issued or outstanding; and (b) all of the issued and outstanding shares of common stock and other securities, and all rights to acquire securities, of the Surviving Entity shall remain unaffected and the shareholders of the Surviving Entity shall remain the shareholders of the Surviving Entity.

5. Approval. The Merger contemplated by this Agreement has previously been submitted to and approved by the shareholders and the Board of Directors of the Surviving Entity and by the sole shareholder and the Board of Directors of the Merging Entity. Subsequent to the execution of this Agreement by the appropriate representatives of the Merging Entity and the Surviving Entity, the proper representatives of the Merging Entity and the Surviving Entity shall, and are hereby authorized and directed to, perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. Miscellaneous. Prior to the Effective Time, this Agreement may be amended or terminated by the written agreement of the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same agreement. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to the conflict of laws principles thereof. The terms and conditions of this Agreement are solely for the benefit of the parties hereto, and no individual who or entity which is not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Merging Entity and the Surviving Entity have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

MERGING ENTITY

VISTA PROPERTIES MANAGEMENT, INC., a Florida corporation

By: ______________________
Tomas Roses
President

SURVIVING ENTITY

PRIME MANAGEMENT GROUP, INC., a Florida corporation

By: ______________________
Anthony Kalliche
Secretary