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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 30, 2007

BBM HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

| UTAH | 333-88480 | #04-3648721 |
|---|---|---|
| (State or other jurisdiction of incorporation or organization) | (Commission File Number) | (I.R.S. Employer Identification Number) |

| 61 Broadway, Suite 1905, New York, NY | 10006 |
|---|---|
| (Address of Principal Executive Offices) | (Zip Code) |

(212) 430 6369
Registrant's Telephone Number, Including Area Code

PRIME RESOURCE, INC.

| 1245 E. Brickyard Road, Suite 590, Salt Lake City, UT | 84106 |
|---|---|
| (Address of Principal Executive Offices) | (Zip Code) |

(Former name or former address, if changed since the last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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SECTION 2 - FINANCIAL INFORMATION

ITEM 2.01. COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

On March 30, 2007 at 7:43 p.m. ET, BBM Holdings, Inc. f/k/a Prime Resource, Inc. (the "Registrant" or "BBM") completed the acquisition of Broadband Maritime Inc., a Delaware corporation, with operations in New York, New York ("Broadband"). The acquisition was made pursuant to an Agreement and Plan of Merger, dated January 15, 2007, by and among Prime Resource, Inc., Prime Acquisition, Inc., a wholly-owned subsidiary of Prime Resource, Inc. ("Merger Sub") and Broadband, as amended by the First Amendment to the Agreement and Plan of Merger, dated February 13, 2007, and the Second Amendment to the Agreement and Plan of Merger, dated March 16, 2007 (the "Merger Agreement").

Pursuant to the Merger Agreement, at 7:43 p.m. ET on March 30, 2007, the effective time of the merger (the "Effective Time"), Merger Sub merged with and into Broadband, with Broadband continuing as the surviving entity and sole wholly-owned subsidiary of Prime Resource, Inc. (the "Merger"). Broadband is a telecommunications engineering and service company offering turn key, always-on Internet access to commercial shipping fleets.

The requisite Broadband stockholder approval of the Merger (majority of

outstanding common and preferred, as converted, and at least sixty-seven percent of the outstanding Class A Preferred voting as a class) was obtained on March 22, 2007. The Board of Directors of the Registrant voted to voluntarily extend to its shareholders dissenters' rights pursuant to the applicable provisions of Utah law; the corresponding shareholder approval was obtained on January 15, 2007.

Prior to completion of the acquisition, on March 22, 2007, Prime Resource, Inc. amended its Articles of Incorporation to increase its total authorized capital from 50,000,000 shares to 60,000,000 shares, of which 50,000,000 shares are common stock, no par value, ("Common Stock") and 10,000,000 shares are preferred stock, no par value, ("Preferred Stock") 1,454,090 of which are designated as Series A Preferred Stock. On March 30, 2007, Prime Resource, Inc. declared and paid a dividend payable in shares of Series A Preferred Stock at the rate of one share of Series A Preferred Stock per issued and outstanding share of Common Stock.

On March 22, 2007, Prime Resource, Inc. amended its Articles of Incorporation to change its name to BBM Holdings, Inc.

In accordance with the Merger Agreement, BBM issued an aggregate of 23,773,144.074562 shares Common Stock to the shareholders of Broadband in consideration for their surrender of their Broadband shares. BBM issued one share of Common Stock per 0.0595589330784 share of Broadband Preferred Stock issued and outstanding immediately prior to the Effective Time, and one share of Common Stock per 59.5589330784 shares of Broadband Common Stock issued and outstanding immediately prior to the Effective Time. In connection with the Merger, BBM also issued, or reserved for issuance upon surrender of outstanding warrants or options, warrants and options to purchase an aggregate of 14,979,835.3539571 shares Common Stock in consideration for the surrender of warrants and options to purchase Broadband Common Stock. Each warrant and option to purchase Broadband Common Stock granted and unexercised immediately prior to the Effective Time (a "Broadband Option"), vested or unvested, represents the right to receive an option or warrant, as the case may be, to acquire Common Stock at the rate of one share of Common Stock per 59.5589330784 shares Broadband Common Stock upon exercise of the Broadband Option. The substituted warrants will retain the exercise period provided for at the time of their original issuance, which in each case was 5 years. The per share exercise price of the warrants, which ranged from $0.01 to $0.02, has been adjusted proportionately.

Prior to the Effective Time, BBM was an inactive public company without significant assets, liabilities or any business purpose. Broadband is a company with a substantial accumulated deficit and no profits to date.

For a period of approximately twelve months following the Effective Time and subject to the terms and conditions of the Merger Agreement, three principals of BBM (Andrew W. Limpert, Terry M. Deru, and Scott E. Deru) are required to indemnify BBM for certain matters, including breaches of representations and warranties and covenants included in the Merger Agreement.

Background of the Registrant

BBM (formerly Prime Resource, Inc.) is a Utah corporation that was organized on March 29, 2002 as a successor entity to Prime, LLC, a Utah limited liability company. Prime Resource, Inc. (n/k/a BBM Holdings, Inc.) was primarily engaged in group insurance brokerage as well as investment and pension consulting, through its wholly-owned subsidiaries, Belsen Getty, LLC and Fringe Benefit Analysts, LLC.

Prime Resource, Inc. (n/k/a BBM Holdings, Inc.) completed a public offering of 150,000 shares of its Common Stock in July 2002. BBM has reporting obligations under Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

As of April 30, 2006, substantially all the assets (other than approximately $35,000 of cash or other liquid assets and common stock and warrants to purchase common stock of Lightspace Corporation having an approximate value of $372,000 as of September 30, 2006) and liabilities of Prime Resource, Inc. were transferred to a private business entity controlled by the principal shareholders of Prime Resource, Inc. (pre-Merger) in exchange for a reduction in the number of the Registrant's shares held by such shareholders and other consideration.

Immediately prior to the Effective Time, the Registrant was a "shell" corporation that did not have any active business purpose or active business assets.

Background of Broadband

Broadband Maritime Inc., formerly ePCX.com Inc., is incorporated under the laws of the State of Delaware. It was formed as a New Hampshire corporation in November 1999. Broadband was founded to develop innovative, cost-effective voice and data network solutions for use in niche markets. Its operations are managed

from its New York, NY office.

Broadband is a US-based telecommunications service provider. Broadband has developed a broadband internet service for the maritime industry. Application of its model enables the maritime sector to shift the industry standard from low speed dial up services to higher speed Internet and voice communication services. Broadband anticipates that this service will provide online utility to the ships with such service and remote management to the ship owner.

## DESCRIPTION OF BUSINESS

Broadband is a telecommunications engineering and service company offering a turn key solution providing always-on Internet access to commercial shipping fleets, as well as ship-to-shore telephone service with worldwide termination. Broadband's technology provides online connectivity to global traveling vessels as well as international telephone service from the ship to worldwide destinations. The system provides the connection that could also support incremental revenue opportunities from the sale of additional communication and entertainment services.

Based in New York City, Broadband has 39 full-time employees, more than a third of whom are engineers, and four part-time employees. Broadband has developed proprietary technology (both in hardware and software) that constitute the core of Broadband's product offerings. As of March 30, 2007, Broadband had completed fourteen full installations. Broadband also had approximately 100 systems in the pipeline.

Broadband has representation throughout Europe, Asia and the United States with resellers who represent complementary products and services.

The Service.

Broadband's global communications system delivers redundant, global broadband Internet access and unlimited data transmission to commercial ships at sea for a flat monthly fee. Service offerings start with bi-directional speed of 64Kbps up to 512Kbps. An upgrade in speed does not require a change of hardware.

Broadband's product and service affords its customer a "one stop shop" service, as compared to contracting with four or more separate vendors for other equipment, service and billing.

The service includes telephony between the ship and the customer's management office at a current rate of $0.10 per minute, compared to approximate current rates of $1.00 to $5.00 per minute for other providers. The crew may also benefit from low cost telephone rates to call home. Broadband provides the ship owner with incentive to sell telephone cards to the crew through a 10% commission on the retail price of the card.

Broadband's hardware, software and proprietary network are expected to deliver significant operational and financial savings for ship owners and operators through enhanced real-time fleet management, reduced fuel consumption, enhanced equipment monitoring and improved crew retention.

Intellectual Property.

Broadband has developed its own shipboard antenna system. Broadband initiated its system deployment in February 2003 by integrating off-the-shelf stabilized antenna and radio communication systems. In May 2003, Danaos Management Consultants and Danaos Shipping developed an interest in the Broadband solution and participated in providing the operational and commercial requirements for Broadband's product. During the following year, Broadband combined in-house and outsourced engineering resources to develop an antenna to meet its combination of technical, operational and financial requirements.

Broadband also designed and implemented a global satellite network which includes network management utilities. The global coverage area limits are approximately 75 degrees north to 65 degrees south. The current network plan includes eleven satellites and six teleports.

Broadband produced its first prototype antenna system in July 2004. The system was installed aboard several vessels on a test basis and operated for two years until the production system was introduced in August 2006. Incorporating test results from prototype testing, the production antenna system now provides service to a variety of categories of merchant ships trading in oceanic regions around the world. Broadband's radio frequency communication system has been designed to achieve efficiency in recurring costs while delivering global broadband coverage at sea.

Trademarks.

On March 26, 2003 Broadband applied for a service mark for BROADBAND MARITIME (and Design) to the United States Patent and Trademark Office. The mark was granted federal registration on December 13, 2005, Reg. No. 3,025,044.

On May 16, 2006 Broadband applied for trademark for its C-Bird product name and design to the United States Patent and Trademark Office. The application was filed on May 22, 2006, and is currently pending.

Market Profile.

There are 92,000 sea-going, self-propelled vessels of 100 gross tons or more (source: Lloyds Register of Ships 2005-2006). Of these, 40,000 or more are potential candidates for the Broadband solution based upon size, age of ship, cargo and route. It is estimated that more than 3,000 new ships will be built to be delivered from 2007 to 2009. The industry is highly fragmented. There are more than 14,000 ship operators and more than 1,000 ship managers worldwide.

Competitive Landscape.

The competitive maritime VSAT (very small aperture terminal) solutions are generally targeted to oil and gas platforms or service vessels, cruise and ferry ships, and naval or research vessels. Competitive market participants, including Telenor, ShipEquip, MCP, Caprock and Stratos, integrate mainly off-the-shelf equipment. MCP has focused mainly on the cruise, ferry and naval markets, while the other companies have focused more on the oil and gas industry. One main distinction among these providers is geographical location.

Broadband has concentrated its initial marketing efforts on those companies in the merchant sector which it believes have the highest data communication needs and monthly spending budgets. These shipping companies represent over 10,000 ships. Broadband expects to compete in the maritime VSAT solutions market by focusing on top tier merchant customers.

## MANAGEMENT DISCUSSION AND ANALYSIS

### REVENUE

Broadband has two main revenue recognition policies in place: 1) recognition of revenue from the sale of equipment after installation and acceptance by its customer and 2) recognition of revenue in connection with services and maintenance contracts as they are earned. Broadband defers revenue in connection with prepaid calling cards until the customer has actually utilized the service.

Broadband's revenue for the fiscal year ended September 30, 2006 was $124,311, compared to $296,730 for the prior year. Revenue decreased from 2005 to 2006 primarily because Broadband delayed invoicing in 2006 in response to a delay in customer acceptance of products. Customer acceptance was delayed due to product and satellite vendor issues which have been addressed. This portion of the contracts has been invoiced in the first quarter of fiscal year 2007. Revenue for the first quarter of fiscal year ending September 30, 2007 (unaudited) shows significant growth from the same period a year earlier, an increase from $47,500 to $462,000. The significant increase in revenue is mainly due to the fact that the production system has been accepted by clients who are paying the Non-Recurring Revenue portion of the contracts. The Recurring Revenue portion, which includes internet and voice services, is also beginning to increase.

Broadband has relied on a limited number of customers for a substantial portion of total revenues. Revenues from major customers, each of which accounts for more than 10% or greater of total revenues, accounted for 73% for three customers and 92% for four customers in fiscal 2006 and 2005, respectively.

Broadband contracts with certain service providers to supply manufacturing, technology and communication services for its operations. Services from two major suppliers accounted for 32% and 24% in fiscal 2006 and 2005, respectively.

### GROSS MARGIN

Gross margin on Broadband's historical operations is not a meaningful measure of financial performance in view of low revenue during Broadband's development stage. Gross revenue consists of revenue less cost of goods and services, and the gross margin figure is negative. Gross margin is expected to become positive throughout the current fiscal year as revenue grows.

### OPERATING EXPENSES

Operating expenses for the fiscal year ended September 30, 2006 were $4,963,645 compared to $4,901,968 a year earlier. This increase of approximately 1.3%, despite reduced annual revenues, reflects an increase in selling, general and administrative expense. Broadband spent approximately $1,226,000 on research and development for the fiscal year ended September 30, 2005 compared to approximately $1,222,000 for the fiscal year ended September 30, 2006.

### INCOME TAX

At September 30, 2006, Broadband had net operating loss carry forwards for U.S federal and state tax purposes of approximately $14,374,000, expiring at varying times from years ending September 30, 2022 through September 30, 2026.

Under Section 382 of the Internal Revenue Code, if a corporation undergoes an "ownership change" (generally defined as greater than 50% change (by value) in its equity ownership over a three year period), the corporation's ability to use its pre-change of control net operating loss carry forward and other pre-change attributes against its post-change income may be limited. The Section 382 limitation is applied

annually so as to limit the use of pre-change net operating loss carry forwards to an amount that generally equals the value of a corporation's stock immediately before the ownership change multiplied by a designated federal long-term tax-exempt rate. In addition, Broadband may be able to increase the base Section 382 limitation amount during the first five years following ownership change to the extent Broadband realizes built-in gains during that time period. A built-in gain generally is gain or income attributable to an asset that was held at the date of the ownership change and that had a fair market value in excess of the tax basis at the date of the ownership change.

NET LOSS

The net loss for the fiscal year ended September 30, 2006 was $4,738,483, or $0.05 per common share, compared to a net loss of $4,745,483, or $0.17 per common share, the prior year. Broadband has experienced net losses during fiscal 2005 and 2006 primarily because of significant product development costs, for the reasons discussed above.

LIQUIDITY

Cash and cash equivalents at fiscal year ended September 30, 2006 were $34,105, compared to $3,918,981 at September 30, 2005. Broadband completed a private placement of its equity securities with gross proceeds of approximately $2,500,000 in October 2006 and completed an additional private placement of its equity securities with gross proceeds of approximately $4,500,000 in March 2007. The Registrant anticipates that in order for Broadband to continue its planned operations it will need to raise additional funds before September 30, 2007, either through the sale of debt or equity. It currently has received no commitments to receive either debt or equity financing.

Between January and June 2005, Broadband borrowed a total of $650,000 in bridge loans from investors. In August 2005, in connection with a reorganization and equity financing, the total of the bridge loans of $680,970 (which included accrued interest) was converted into 68,097,000 shares of common stock based on a ratio of 100 shares of common stock for each $1.00 of bridge loans and accrued interest. Between July and September 2006, Broadband borrowed a total of $815,000 in zero coupon loans from investors. In connection with an equity financing, approximately $457,000 of zero coupon loans were converted to Class A Preferred stock.

ACCOUNTS RECEIVABLE

Accounts receivable, net, represents uncollateralized customer obligations due under normal trade terms generally requiring payment within 30 days from the invoice date. Follow-up correspondence is made if unpaid accounts receivable go beyond the invoice due date. Payments of accounts receivable are allocated to specific invoices identified on the customer's remittance advice.

Accounts receivable, net, are stated at the amount management expects to collect from outstanding balances. The carrying amount of accounts receivable is reduced by a valuation allowance that reflects management's best estimate of the amount that will not be collected. Management individually reviews all accounts receivable balances that exceed the due date and estimates the portion, if any, of the balances that will not be collected. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable-trade.

Accounts receivable net of an allowance for doubtful accounts were approximately $10,000 and $35,000 at September 30, 2006 and 2005, respectively.

FORWARD LOOKING STATEMENTS

Safe Harbor Statements under The Private Securities Litigation Reform Act of 1995: This report contains forward-looking statements, including statements regarding funding, product performance, market acceptance and earnings. Such statements are subject to certain risks and uncertainties, and actual circumstances, events or results may differ materially from those projected in such forward-looking statements. Factors that could cause or contribute to differences include lack of access to funding sources, environmental factors, level of performance of vendors' products/service, availability of other products and competition in the marketplace. We caution investors not to place undue reliance on any forward-looking statements. We do not undertake, and specifically disclaim any obligation, to update or revise such statements to

reflect new circumstances or unanticipated events as they occur.

## AVAILABLE INFORMATION

Registrant is subject to the information requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith, files annual and quarterly reports and other information with the Securities and Exchange Commission (the "SEC"). Reports and other information filed by Registrant with the SEC can be inspected and copied at the public reference room maintained by the SEC at 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. Information on the operation of the public reference room may be obtained by calling 1-800-SEC-0330. The SEC also maintains a site on the World Wide Web at www.sec.gov that contains reports and other information regarding registrants that file electronically with the SEC, and certain of Registrant's filings are available on the website.

## DESCRIPTION OF PROPERTY

Neither the Registrant nor Broadband owns any real estate. Broadband leases office facilities under operating leases, which expire at various times through July 31, 2010 for the following locations:

a. Newmark & Co. Real Estate, Inc. - Lease for office space at 61 Broadway, New York, New York.

b. AM Property Management. - Lease for office space at 65 Broadway, New York, New York.

c. Preston Wilkins & Martin PLLC. - Sublease for office space at 65 Broadway, New York, New York.

Future aggregate annual minimum lease payments under these operating leases are approximately as follows:

<TABLE>
<S>
<C>
<C>

| Years ending September 30: | 2007 | $ 300,000 |
|---|---|---|
| | 2008 | $ 286,000 |
| | 2009 | $ 252,000 |
| | 2010 | $ 214,000 |
| TOTAL: | | $1,052,000 |

</TABLE>

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The tables below set forth, as of March 30, 2007, the date of the Merger, the beneficial owners of five percent (5%) or more of any class of voting securities of the Registrant as well as the number of shares of equity securities of the Registrant owned by the directors and executive officers of the Registrant:

### BENEFICIAL OWNERS OF 5% OR MORE OF REGISTRANT'S VOTING SECURITIES

<TABLE>
<CAPTION>

| (1) Title of Class | (2) Name and Address of Beneficial Owner | (3) Amount and Nature of Beneficial Owner(*) | (4) Percent of Class |
|---|---|---|---|
| <S> | <C> | <C> | <C> |
| Common Stock | AIGH Investment Partners, LLC<br>6006 Berkeley Avenue<br>Baltimore MD 21209 | 3,153,294 Common<br>1,511,107 Warrants | 17.44% |
| Common Stock | Asia Marketing Limited<br>P.O. Box 3236<br>Ramat Gam 52131 Israel | 1,815,311 Common<br>881,480 Warrants | 10.33% |
| Common Stock | Camco<br>c/o Charles Alpert 466 Arbuckle Avenue<br>Cedarhurst, NY 11516 | 1,014,951 Common<br>487,848 Warrants | 5.84% |
| Common Stock | FAME Associates<br>111 Broadway, 20th Floor<br>New York, NY 10006 | 1,091,356 Common<br>545,678 Warrants | 6.35% |
| Common Stock | Ganot Corporation<br>4000 Hollywood Blvd 530 N<br>Hollywood, FL 33021 | 1,479,205 Common<br>713,427 Warrants | 8.45% |
| Common Stock | Globis entities (**)<br>60 Broad Street<br>New York NY 10004 | 2,437,507 Common<br>1,248,900 Warrants | 14.24% |
| Common Stock | LaPlace Group, LLC | 1,098,901 Common | 6.32% |

| | | | |
|---|---|---|---|
| | 3666 Shannon Road<br>Cleveland Hts, OH 44118 | 529,823 Warrants | |
| Common Stock | South Ferry #2, LP<br>1 State Street Plaza 29th Floor<br>New York NY 10004 | 2,845,917 Common<br>1,357,519 Warrants | 15.81% |
| Common Stock | St. Lucia Investment & Trade Corp<br>C/O Broadband Maritime Inc.<br>61 Broadway, Suite 1905<br>New York, NY 10006 | 1,306,943 Common<br>620,756 Warrants | 7.46% |

(*) Rounded to nearest share; warrants are warrants to purchase common stock of the Registrant.

(**) Includes shares held by Globis Capital Partners and Globis Overseas Fund Ltd.

MANAGEMENT COMMON STOCK OWNERSHIP

| (1) Title of Class | (2) Name of Beneficial Owner | (3) Amount and Nature of Beneficial Owner(*) | (4) Percent of Class |
|---|---|---|---|
| Common Stock | Mary Ellen Kramer & Zevi Kramer, JTEN | 277,036 | 1.10% |
| Common Stock | Ira A. Greenstein | 96,523.36 | 0.38% |
| Common Stock | Andrew W. Limpert | 321,495 | 1.27% |
| Series A Preferred Stock | Andrew W. Limpert(**) | 321,495 | 22.11% |

(*) Rounded to nearest share. Shares listed for individuals may include spouse or grantor trust.

(**) Dividend in the form of preferred shares declared, but shares not yet issued.

DIRECTORS, EXECUTIVE OFFICERS AND CONTROL PERSONS

DIRECTORS AND EXECUTIVE OFFICERS

The following individuals are the directors and executive officers of the Registrant:

1. MARY ELLEN KRAMER, age 49, Director, President and Chief Executive Officer.

Ms. Kramer has served as Director, President and Chief Executive Officer of the Registrant since March 30, 2007. Ms. Kramer also currently serves as a director, President and Chief Executive Officer for Broadband Maritime Inc. Ms. Kramer began her career in the financial world by becoming Vice President of Management Information Systems and Telecommunications for Central National Bank and Meadowlands National Bank from 1980 to 1985. In these positions she was responsible for all data and item processing and telecommunications for 2 banks with a total of 11 branches. She has also managed telecommunications services for building tenants at 900 Third Avenue, New York, NY, which the bank owned.

Subsequently, from 1985 to 1994, she became a financial systems consultant serving many banking and financial clients such as Bank of China, Broadway National Bank, Bank of New England, the FDIC, The Bedford House Companies and Beacon Hill Services Corporation. In these capacities she developed and implemented private banking systems, multi-currency financial reporting systems, precious metals and foreign exchange trading packages and the first automated IRS 4789 reporting system to be accepted by the Internal Revenue Service.

As founder and President of Itel Inc. from 1994 to 1997, Ms. Kramer established an international callback network in 65 worldwide locations servicing 8,000 customers such as Chrysler, Fiat, Pepsi, Sheraton Hotels, Ministry of Justice - Argentina, Globosat, and Journal do Brazil.

Ms. Kramer, as President of Allied Communication Holdings LLC, from 1997 to 1998, developed an all digital private network in Sao Paulo, Brazil.

As President of Americom Networks International, from 1998 to 1999, Ms.

Kramer developed voice network into 5 cities in 4 countries - Argentina, Israel, The Philippines and Thailand.

Ms. Kramer, as the current President and founder of Broadband, has also acted as its sales manager, negotiating agreements with vendors and customers and has been responsible for operations.

Ms. Kramer received a B.S. in Management and Computer Science from New York University.

Mary Ellen Kramer and Zevi Kramer are married to one another.

2. ZEVI KRAMER, age 50, Director and Chief Innovation Officer.

Mr. Kramer has served as Director and Chief Innovation Officer of the Registrant since March 30, 2007. Mr. Kramer also currently serves as a director and Chief Innovation Officer for Broadband Maritime Inc. From 1980 to 1985, Mr. Kramer began his career designing Communication and Navigation Systems for the Israeli Air Force. Projects included the development of a radar direction finding systems for guided bomb units, an electronic navigation system for guided

bomb units, and a high security airborne data and video communication link. Mr. Kramer managed a technical staff of 15.

Mr. Kramer became project manager at ECI Telecom from 1985 to 1988 where he was involved in the development of the automatic gear for the Israeli Tank Merkava.

From 1988 to 1993, Mr. Kramer was the retail manager of 11 electronic appliance stores. Subsequently, from 1993 to 1994, Mr. Kramer served as the President of Sky Telecom Ltd., an international callback company, handling its systems, operations and marketing.

Subsequently, from 1994 to 1997, Mr. Kramer served as President of Electroflow, a leading Israeli power quality consulting firm. His duties included designing and implementing power solutions for industrial plants and offices in highly computerized environments.

From 1998 to 1999 he served as Director of Network Development for Americom Networks International, which headed the deployment of both satellite and fiber voice networks between New York and the Far East, Middle East and South America. During his tenure, he established foreign partnerships in network node countries and he developed joint ventures with several vendors to produce unique and innovative network solutions for Americom Networks.

Mr. Kramer has been associated with Broadband from 1999 to the present in developing both business models and network designs required for Broadband's specific market applications in developing countries and the maritime industry.

Mr. Kramer received his B.S. in Electronic Engineering from Tel Aviv University.

Mary Ellen Kramer and Zevi Kramer are married to one another.

3. IRA A. GREENSTEIN, age 46, Director and Chairman of the Board.

Mr. Greenstein has served as a Director of the Registrant since March 30, 2007. Mr. Greenstein also currently serves as a director and Chairman of the Board for Broadband Maritime Inc. Mr. Greenstein has since 2001 been the President of IDT Corporation (NYSE: IDT), a local, long distance and calling card services provider. Prior to joining IDT in 2000, Mr. Greenstein was a partner in the law firm of Morrison & Foerster LLP, where he served as the Chairman of that firm's New York office's Business Department. Concurrently, Mr. Greenstein served as General Counsel and Secretary of Net2Phone, Inc.

Prior to joining Morrison & Foerster, Mr. Greenstein was an associate in the New York and Toronto offices of Skadden, Arps, Slate, Meagher & Flom LLP. Mr. Greenstein served on the Securities Advisory Committee and as second counsel to the Ontario Securities Commission.

Mr. Greenstein serves on the Board of Document Security Systems, Inc. (AMEX:DMC), is a Director of Zedge, Inc. and is on the Board of Advisors of the Columbia Law School Center on Corporate Governance. Mr. Greenstein received a B.S. from Cornell University and a J.D. from Columbia University Law School.

4. JARLE PEDERSEN, age 45, Vice President Operations.

Mr. Pedersen has served as Vice President Operations of the Registrant since March 30, 2007. Mr. Pedersen also currently serves as a Vice President of Operations for Broadband Maritime Inc. Mr. Pedersen has more than 20 years experience in the information technology and financial services industries. He has broad strategic, financial, operational and international leadership background. Mr. Pedersen has comprehensive experience in finance, accounting,

reporting and treasury functions as Chief Financial Officer for companies and international business units. He also has strategy and corporate development experience, including start-ups, turnarounds and M&A activity. He has operational and administrative management experience as Country General Manager of a business unit of StorageTek and Chief Executive Officer of an e-business software company.

Prior to joining Broadband in February 2007, from 2005 to 2007, Mr. Pedersen was Chief Financial Officer of Hudson Systems, and from 2004 to 2005, he served as Chief Financial Officer of Contopronto - a Pan-European mobile payments provider. From 1990 to 2000, Mr. Pedersen was a member of the Norwegian senior management team of Computer Associates, heading finance and operations during the 10 year period when the company experienced annual revenue growth from $5M to $100M.

Mr. Pedersen holds a Bachelor of Commerce degree from Dalhousie University, Canada, and a Masters in Business Studies from Canterbury Business School. He is a former member of the Supervisory Board of DnBNor Kort, the credit card subsidiary of the largest financial services group in Norway.

5. ANDREW W. LIMPERT, age 37, Director.

Mr. Limpert has served as a Director of the Registrant since 2002. Mr. Limpert also currently serves as a director for Broadband Maritime Inc. He has been a financial and retirement planner with Belsen Getty, LLC since 1998 and continues in this role as well as acting as a business and financial consultant to various small public and private companies. From 1993 to 1998, he worked with Prosource Software of Park City, Utah, as a software sales agent. In 1998, Mr. Limpert served briefly as an interim outside director in a small public company, then known as Mt. Olympus Resources, Inc. He resigned as part of a reorganization of Olympus in November 1998.

Mr. Limpert received a Bachelor of Science degree in Finance from the University of Utah and an MBA in Finance from Westminister College.

Each director serves until the next annual meeting of shareholders and each executive officer serves until the next annual meeting of directors. Dates for the next annual meeting of shareholders and annual meeting of directors have not yet been set.

## EXECUTIVE COMPENSATION

All information required to be disclosed by Item 402 of Regulation S-B is incorporated by reference to Item 10 of Part III of the Registrant's annual report on Form 10-KSB for the year ended December 31, 2006.

## CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Broadband Maritime Services, Inc. ("Services"), which is owned by an officer of Broadband (the "Owner"), was formed to provide customer service to Broadband's customers in accordance with the Sabbath Work Rules and other requirements of Orthodox Jewish Law. Broadband entered into a Management Services Agreement with Services on August 4, 2005, in which Services provides management services to Broadband in exchange for a fee. Broadband has transferred to Services all of its existing agreements with customers to provide broadband satellite services and Services has agreed to assume Broadband's obligations under the customer agreements. The management fee is equal to the revenues received by Services less related expenses paid by Services. Broadband has an option to acquire ownership of Services for $1.00 upon the occurrence of the following events: the Owner ceasing to be employed by Broadband or certain reorganizations of Broadband, such as a public offering or merger. This arrangement has remained in place since the Effective Time.

See also Executive Compensation section regarding certain promissory notes of Broadband with certain of its officers.

## DESCRIPTION OF SECURITIES

The following description is a summary of the rights, powers and preferences of the Registrant's Common Stock and Preferred Stock and is qualified in its entirety by the provisions of our Articles of Incorporation and Bylaws, copies of which are attached as exhibits to this Report.

### General

The Registrant is authorized to issue 60,000,000 shares of capital stock, of which 50,000,000 shares are Common Stock and 10,000,000 shares are Preferred Stock, no par value. The Preferred Stock may be issued from time to time in one or more classes as may be determined by the Board of Directors. The Board of Directors is authorized to fix the number of shares of any class of Preferred Stock and to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued class of Preferred Stock.

All shares of Common Stock outstanding are validly issued, fully paid and non-assessable.

Series A Preferred Stock

1,454,090 shares of the authorized Preferred Stock are classified as Series A Preferred Stock, which shares are (a) not entitled to any dividends (except with respect to the Lightspace Securities), (b) not entitled to vote on any matter except as required by law or which adversely impacts the Series A Stock disproportionately from any other class or series of capital stock and (c) not entitled to be paid any amount in cash or other assets of the Registrant upon the occurrence of any liquidation, dissolution or winding-up of the Registrant. Each share of Series A Stock represents the right to exchange such share for a proportionate amount of the Lightspace Securities.

All shares of Series A Preferred Stock outstanding are validly issued, fully paid and non-assessable.

Voting Rights

Each share of Common Stock entitles the holder to one vote, either in person or by proxy, at meetings of the shareholders. The holders are not permitted to vote their shares cumulatively. Accordingly, the holders of Common Stock holding, in the aggregate, more than fifty percent of the total voting rights can elect all of our directors and, in such event, the holders of the remaining minority shares will not be able to elect any of such directors. The vote of the holders of a majority of the issued and outstanding shares of Common Stock entitled to vote thereon is sufficient to authorize, affirm, ratify or consent to any corporate act or action, except as otherwise provided by mergers or sale company law.

Series A Preferred Stock is non-voting and is not convertible into Common Stock.

Dividends

All shares of Common Stock will participate proportionally in dividends if the Registrant's Board of Directors declares dividends. Dividends may be paid in cash, property or additional shares of Common Stock. With the exception of the issuance of Series A Preferred Stock to holders of Common Stock (at a ratio of 1:1) prior to the Effective Time, the Registrant has not paid any dividends since its inception and presently anticipates that all earnings, if any, will be retained for development of its business. Any future dividends will be at the discretion of the Board of Directors and will depend upon, among other things, our future earnings, operating and financial condition, capital requirements, and other factors. There can be no assurance that any dividends on the Common Stock will be paid in the future.

Miscellaneous Rights and Provisions

The holders of Common Stock have no preemptive or other subscription rights, conversion rights, redemption or sinking fund provisions. In the event of the Registrant's dissolution, whether voluntary or involuntary, each share of Common Stock is entitled to share proportionally in any assets available for distribution to holders of the Registrant's equity after satisfaction of all liabilities and payment of the

applicable liquidation preference and preference of any outstanding shares of preferred stock as may be created, if any.

MARKET FOR COMMON STOCK AND RELATED STOCKHOLDER MATTERS

The Registrant's Common Stock is not traded on any exchange and there are no current plans to seek listing of the Common Stock on any exchange. There is no active trading activity in the Registrant's Common Stock and there are no assurances that an active trading market for the Common Stock will develop.

Prime commenced trading on the over the counter Electronic Bulletin Board (OTCBB) on May 28, 2004. Its trading symbol is PRRO. Following are the quarterly high and low sales prices for the Registrant's shares in calendar years 2006 and 2005:

<TABLE>
<CAPTION>

| | High | Low |
|---|---|---|
| <S> | <C> | <C> |
| Q1 2006 | $1.50 | $1.15 |
| Q2 | $2.00 | $1.25 |
| Q3 | $1.25 | $1.25 |
| Q4 | $1.30 | $1.25 |

</TABLE>

<TABLE>
<CAPTION>

| | High | Low |
|---|---|---|
| <C> | <C> | <C> |
| Q1 2005 | $6.15 | $4.00 |
| Q2 | $6.00 | $2.50 |
| Q3 | $5.25 | $1.10 |
| Q4 | $5.25 | $1.50 |

</TABLE>

There are approximately 220 record holders of the Registrant's Common Stock.

The Registrant does not anticipate paying any dividends, whether in cash, stock or other property, in the foreseeable future. The Registrant plans to retain any future earnings and any future earnings of Broadband for use in Broadband's business. Any decisions as to future payment of dividends will depend on the Registrant's earnings and financial position and such other factors, as the Registrant's Board of Directors deems relevant.

## EQUITY COMPENSATION PLAN INFORMATION

<TABLE>
<CAPTION>

| Plan Category | Number of securities to be issued upon exercise of outstanding options, warrants and rights (a) | Weighted-average exercise price of outstanding options, warrants and rights (b) |
|---|---|---|
| <S> | <C> | <C> |
| Options Granted to Employees | 265,080 | $ 0.595589 |
| Options Granted to Directors | 519,829 | $ 0.595589 |
| Options Granted to Finders | 14,362 | $ 0.595589 |
| Founder Performance Options | 1,696,929 | $ 0.595589 |
| Director Warrants | 257,396 | $ 1.191179 |
| Investor Warrants | 11,575,356 | $ 1.191179 |
| Griffin Securities Warrants | 650,883 | $0.7941189 |

</TABLE>

## LEGAL PROCEEDINGS

The Registrant is not a party to any pending legal proceedings and its property is not the subject of any pending legal proceedings.

## CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

The Registrant has not changed its accountants in the last two years. Broadband has employed the services of Rothstein, Kass & Company P.C. in connection with the audits of its September 30, 2006 and 2005 financial statements. Neither the Registrant nor Broadband has a conflict or disagreement with its current accountants concerning any accounting policies or financial disclosures.

## RECENT SALES OF UNREGISTERRED SECURITIES

Common Stock Offering Together with Warrants and Options to Acquire Common Stock

Pursuant to the Merger Agreement, the Registrant offered up to 23,773,144.074562 shares of Common Stock, together with warrants and options to acquire up to 14,979,835.3539571 shares of Common Stock, of the Registrant (the "Offering"). Warrants to purchase 12,483,634.9225525 shares of Common Stock and options to acquire 2,496,200.43140469 shares of Common Stock (the "Warrants" and "Options," respectively) were issuable pursuant to a merger (the "Merger") in accordance with the Merger Agreement. The Offering was made by the Registrant only to existing shareholders of Broadband with respect to the Common Stock and existing holders of options and warrants to acquire shares of Broadband with respect to the Warrants and Options pursuant to Rule 506, Regulation D as promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Act"). Therefore, the Common Stock, Warrants and Options offered and issued in connection with the Merger have not been registered under the Act or any state or foreign securities laws and were issued in reliance on exemptions therefrom. No public market exists for the Common Stock, Warrants or Options, and there can be no assurance that a public market for the Common Stock, Warrants or Options of the Registrant will develop in the future.

## DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITIES

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be available to the Registrant's directors, officers and controlling persons, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed by the SEC and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities, other than the payment by the Registrant of expenses incurred

or paid by its directors, officers or controlling persons in the successful defense of any action, suit or proceedings, is asserted by such director, officer, or controlling person in connection with any securities being registered, the Registrant may, unless in the opinion of our counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by the Registrant is against public policy as expressed by the SEC and will be governed by the final adjudication of such issues.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Registrant believes (i) that it has normal and customary indemnification provisions under its By-laws and Articles of Incorporation, as well as those generally provided by Utah law and (ii) that Broadband has normal and customary indemnification provisions under its By-laws and Certificate of Incorporation, as well as those generally provided by Delaware law. It is believed these provisions would indemnify all officers and directors from any good faith mistake or omission in the performance of his or her duties including cost of defense. Such indemnity would not extend to intentionally wrongful acts including fraud or misappropriation.

SECTION 5 - CORPORATE GOVERNANCE AND MANAGEMENT

ITEM 5.01 CHANGE IN CONTROL OF REGISTRANT

In connection with the Registrant's acquisition of Broadband that closed on March 30, 2007, there has been a change in the control of the Registrant as a result of the 23,773,144.074562 shares issued as merger consideration to the shareholders of Broadband immediately prior to the Effective Time in exchange for 100% of the issued and outstanding shares of all classes of Broadband capital stock. Immediately following the Effective Time, former shareholders of Broadband held approximately 94.24% of the issued and outstanding shares of Common Stock.

Prior to the Merger the Registrant was controlled by three principal shareholders (Mr. Terry Deru, Mr. Scott Deru and Mr. Andrew Limpert) who collectively owned or controlled approximately 83% of the issued and outstanding shares of the Registrant's common stock and currently own or control approximately 4.79% of the issued and outstanding shares of the Registrant's common stock.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

In accordance with the Merger Agreement, the three members of the Board of Directors of Broadband immediately prior to the Effective Time and one of the members of BBM's board of directors immediately prior to the Effective Time (Mr. Andrew W. Limpert) became the board of directors of BBM upon the Effective Time. In accordance with the Merger Agreement, Mr. Limpert submitted his resignation as an officer of the Registrant, effective at the Effective Time, and Messrs. Terry Deru and Scott Deru each submitted resignations from their positions as directors and officers of the Registrant, effective at the Effective Time.

In accordance with the Merger Agreement, the executive officers of Broadband immediately prior to the Effective Time became the executive officers of BBM and it's wholly-owned subsidiary upon the Effective Time.

Information required to be disclosed pursuant to Items 401(a)(4), (a)(5), (c) and Items 404(a) of Regulation S-B are disclosed in Item 2.01 of this current report.

ITEM 5.06 CHANGE IN SHELL COMPANY STATUS

On March 30, 2007 (the "Effective Date"), Prime Acquisition, Inc., a Delaware corporation formed on December 18, 2006 and a wholly-owned subsidiary of the Registrant, merged with and into Broadband, ceasing its separate existence. As a result of the Merger, Broadband is the surviving corporation and the Registrant's only wholly-owned subsidiary and sole operating entity.

In connection with the Merger, the Articles of Incorporation of the Registrant were amended on March 22, 2007, to (1) change its name to "BBM Holdings, Inc." and (2) increase the total authorized capital stock of the Registrant to 60,000,000 shares of which 50,000,000 shares were designated common stock, no par value, and 10,000,000 shares were designated preferred stock, no par value. 1,454,090 shares of the Preferred Stock were designated Series A Preferred Stock (the "Series A Stock"), all of which Series A Stock are to be issued to the pre-merger shareholders of the Registrant at the rate of one share of Series A Stock per share of Common Stock outstanding. Each share of Series A Stock represents the right to exchange such share for a pro rata share (among the issued and outstanding Series A Stock) of whatever right, title and interest is held by the Registrant in the Units consisting of 465,000 shares of common stock of Lightspace Corporation, a Delaware corporation and warrants to purchase common stock of Lightspace Corporation (the "Lightspace Securities"), described

in the Form 10QSB-A filed by the Registrant on November 16, 2006.

Broadband's certificate of incorporation, its Bylaws and the persons serving as Broadband's officers and directors remain unchanged from immediately prior to March 30, 2007. In addition, in connection with the Merger, the directors of Broadband immediately prior to the Merger (with the addition of one director who was a director of BBM immediately prior to the effective time of the Merger) are the directors of the Registrant and Broadband. Also in connection with the Merger, the officers of Broadband immediately prior to the Merger are the officers of the Registrant and Broadband.

The Merger was effectuated by the exchange of shares, excluding, if any, those shares owned by shareholders of Broadband who properly exercised their appraisal rights under Section 262 of the Delaware General Corporation Law (the "DGCL"). Pursuant to the Merger Agreement, (A) one share of Common Stock was issued per 0.0595589330784 share of Broadband Preferred Stock issued and outstanding immediately prior to the Effective Date, (B) one share of Common Stock was issued per 59.5589330784 shares of Broadband Common Stock issued and outstanding immediately prior to the Effective Date and (C) each debenture, warrant, option and other right with respect to shares of any class of the Broadband granted and unexercised immediately prior to the Effective Time (a "Broadband Option"), vested or unvested, was converted into a debenture, warrant, option or other right, as the case may be, to acquire Common Stock at the rate of one share of Common Stock per 59.5589330784 shares of Broadband Common Stock equivalent and one share of Common Stock per 0.0595589330784 shares of Broadband Preferred Stock equivalent issuable upon exercise of the Broadband Option, with the exercise price adjusted accordingly.

Moreover, at the Effective Time, each share of common stock, no par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time was converted into the right to receive one share of Broadband Common Stock. Therefore, the Registrant owns all of the issued outstanding capital stock of the surviving corporation (i.e., 10,000 shares of Broadband Common Stock) and the pre-Merger shareholders of Broadband own shares of Common Stock in the parent of Broadband only. Subject to exchange, all share certificates that formerly represented Broadband capital stock represent only the right to receive shares of the Registrant's Common Stock into which such shares of Broadband capital stock have been converted in accordance with the terms of the Merger.

In the Merger Agreement, Broadband made customary representations and warranties to the Registrant and the Merger Sub, including with regard to capitalization, corporate authority, litigation, compliance with laws, environmental matters, intellectual property and taxes. Similarly, the Registrant made customary representation and warranties to Broadband, including with regard to capitalization, corporate authority, litigation, compliance with laws, environmental matters, taxes, SEC documents and financial statements. These representation and warranties must be true and correct in all material respects as of the Closing Date (as that term is defined and used in the Merger Agreement) as a condition to effectuating the Merger.

In accordance with the Merger Agreement, each of Broadband's directors and officers and each holder of ten percent or more of its outstanding voting securities entered into a Lock-up Agreement pursuant to which they agreed not to sell their Common Stock for a period of 180 days from the effective date of a registration statement on Form SB-2 filed with the SEC regarding the Common Stock.

In the Merger Agreement, the principal officers of the Registrant immediately prior to the effective time of the Merger, jointly and severally, agreed to defend, indemnify and hold harmless, to the fullest extent permitted under applicable law (and, jointly and severally, also advance expenses as incurred to the fullest extent permitted under applicable law), Broadband against any Costs (as that term is defined and used in the Merger Agreement) incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to (a) any inaccuracy in or breach of any representation and warranty made by the Registrant or the Merger Sub in the Merger Agreement or in any closing document delivered to Broadband in connection therewith; (b) any breach by the Registrant or the Merger Sub or failure by the Registrant or the Merger Sub to comply with, any of their covenants or obligations thereunder; and (c) any claims by parties other than the Registrant to the extent caused by acts or omissions of the Registrant or the Merger Sub on or prior to the Closing Date, including for Costs which arise or arose out of the Registrant's operation or disposition of its business. The indemnification obligations are subject to the following limitations: (a) claims thereunder must be delivered to the indemnifying parties on the first anniversary of the earlier of the date on which the Registrant's 2006 audited financial statements and opinion of its auditors are delivered or March 31, 2007, with limited exceptions for Costs and breaches of environmental representations and (b) Broadband shall not be entitled to recover its Costs in excess of $5,000,000, with limited exceptions for breaches of environmental representations.

In connection with the Merger, the Registrant will issue to Griffin Securities,

Inc. (or its assignee), as financial advisor to Broadband in connection with the Merger, the following:

- warrants to purchase 433,922 shares of Common Stock with an anticipated exercise price of $0.595589.

- warrants to purchase 216,961 shares of Common Stock with an anticipated exercise price of $1.191179.

In each case, the warrants will terminate, to the extent not exercised, on or before the date which is five years from the date of issuance.

Information required to be disclosed pursuant to Items 401 and 404 of Regulation S-B are disclosed in Item 2.01 of this current report.

SECTION 9 - FINANCIAL STATEMENTS AND EXHIBITS

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements of Broadband Maritime Inc. for Fiscal Years Ending September 30, 2005 and September 30, 2006.

BROADBAND MARITIME INC.

Financial Statements
And
Report of Independent Registered
Public Accounting Firm

September 30, 2006 and 2005

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<TABLE>
<S> <C>

</TABLE>

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Broadband Maritime Inc.

We have audited the accompanying balance sheets of Broadband Maritime Inc. as of September 30, 2006 and 2005, and the related statements of operations, changes in stockholders' equity (deficit), and cash flows for each of the years in the two year period ended September 30, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Broadband Maritime Inc. as of September 30, 2006 and 2005, and the results of its operations and its cash flows for each of the years in the two year period ended September 30, 2006, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company's ability to continue in the normal course of business is dependent upon the success of future operations. The Company has

incurred cumulative losses of approximately $15,325,000 since inception and utilized cash of approximately $8,370,000 for operating activities during the two years ended September 30, 2006. These conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding those matters are also described in Note 2. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Rothstein, Kass & Company, P.C.

Roseland, New Jersey
November 25, 2006



BROADBAND MARITIME INC.
BALANCE SHEETS

<TABLE>
<CAPTION>

| | SEPTEMBER 30, | |
|---|---|---|
| | 2006 | 2005 |
| <S> | <C> | <C> |
| ASSETS | | |
| CURRENT ASSETS | | |
| CASH AND CASH EQUIVALENTS | $ 34,105 | $ 3,918,981 |
| ACCOUNTS RECEIVABLE, NET | 9,930 | 35,150 |
| INVENTORIES | 1,037,927 | 818,681 |
| PREPAID EXPENSES AND OTHER CURRENT ASSETS | 153,384 | 140,962 |
| TOTAL CURRENT ASSETS | 1,235,346 | 4,913,774 |
| MACHINERY AND EQUIPMENT, NET | 312,074 | 462,805 |
| SECURITY DEPOSITS | 226,497 | 225,041 |
| | $ 1,773,917 | $ 5,601,620 |
| LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT) | | |
| CURRENT LIABILITIES | | |
| ACCOUNTS PAYABLE | $ 653,918 | $ 528,280 |
| ACCRUED EXPENSES | 797,729 | 858,286 |
| DEFERRED REVENUE | 24,383 | 25,706 |
| NOTE PAYABLE AND OTHER LOANS | 971,946 | 156,946 |
| TOTAL CURRENT LIABILITIES | 2,447,976 | 1,569,218 |
| LONG-TERM LIABILITIES | 9,250 | 9,250 |
| | 2,457,226 | 1,578,468 |
| STOCKHOLDERS' EQUITY (DEFICIT) | | |
| CONVERTIBLE PREFERRED STOCK; CLASS A $0.0001 PAR VALUE, 700,000 AUTHORIZED SHARES; ISSUED AND OUTSTANDING 572,021 IN 2006 AND 572,021 IN 2005 | 57 | 57 |
| COMMON STOCK, $0.0001 PAR VALUE, 1,300,000,000 AUTHORIZED SHARES; ISSUED AND OUTSTANDING 97,459,217 IN 2006 AND 96,808,941 IN 2005 - SEE NOTE 10 | 9,746 | 9,681 |
| ADDITIONAL PAID-IN CAPITAL | 14,632,073 | 14,600,115 |
| ACCUMULATED DEFICIT | (15,325,185) | (10,586,701) |
| TOTAL STOCKHOLDERS' EQUITY (DEFICIT) | (683,309) | 4,023,152 |
| | $ 1,773,917 | $ 5,601,620 |

</TABLE>

SEE ACCOMPANYING NOTES TO THE FINANCIAL STATEMENT.

BROADBAND MARITIME INC.
STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

| | YEARS ENDED SEPTEMBER 30, | |
|---|---|---|
| | 2006 | 2005 |
| <S> | <C> | <C> |
| NET REVENUES | $ 124,311 | $ 296,730 |

| | | |
|---|---|---|
| OPERATING EXPENSES | | |
| COST OF REVENUES | 1,202,925 | 1,204,550 |
| SELLING, GENERAL AND ADMINISTRATIVE | 2,513,523 | 2,462,532 |
| RESEARCH AND DEVELOPMENT COSTS | 1,221,675 | 1,225,686 |
| STOCK-BASED COMPENSATION | 25,521 | 9,200 |
| TOTAL OPERATING EXPENSES | 4,963,644 | 4,901,968 |
| OPERATING LOSS | (4,839,333) | (4,605,238) |
| INTEREST INCOME | 58,945 | 13,787 |
| INTEREST EXPENSE | -- | (154,032) |
| OTHER INCOME | 41,905 | -- |
| NET LOSS | $(4,738,484) | $(4,745,483) |
| NET LOSS PER COMMON SHARE | | |
| BASIC AND DILUTED | $ (0.05) | $ (0.17) |
| WEIGHTED AVERAGE COMMON SHARES OUTSTANDING | | |
| BASIC AND DILUTED | 97,012,412 | 27,155,172 |

</TABLE>

SEE ACCOMPANYING NOTES TO FINANCIAL STATEMENTS.

BROADBAND MARITIME INC.
STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY (DEFICIT)
YEARS ENDED SEPTEMBER 30, 2006 AND 2005

<TABLE>
<CAPTION>

| | Class A $1.50 Par Value Preferred Stock | | Class A 5% Convertible Preferred Stock | | Broadband - Pre-Merger Common Stock | |
|---|---|---|---|---|---|---|
| | | Redemption | | Redemption | | |
| | Shares | Value | Shares | Value | Shares | Amount |
| <S> | <C> | <C> | <C> | <C> | <C> | <C> |
| BALANCES OCTOBER 1, 2004 | 383,809 | $ 575,713 | -- | $-- | 14,346,679 | $ 3,451,192 |
| Forfeiture of employee common stock awards | | | | | | |
| Cancellation of common stock for services related to convertible debentures | | | | | (33,892) | (22,030) |
| Cancellation of common stock for directors fees | | | | | (20,001) | (13,001) |
| 40,000 shares of employee vested common stock awards | | | | | | |
| Forfeiture of common stock by founders | | | | | (6,370,000) | (153,581) |
| Issuance of vested employee shares | | | | | | |
| Issuance of common stock for cash @ $0.01 per share | | | | | | |
| Issuance of common stock from debt conversion | | | | | | |
| Issuance of common stock in preferred stock conversion | (383,809) | (575,713) | | | | |
| Issuance of common stock in loan conversion | | | | | | |
| Issuance of common stock in merger | | | | | (7,922,786) | (3,262,580) |
| Issuance of preferred class A stock @ $10.00 per share | | | 572,021 | 57 | | |
| Legal fees incurred in issuance of preferred class A stock | | | | | | |
| Net loss | | | | | | |
| BALANCES SEPTEMBER 30, 2005 | -- | -- | 572,021 | 57 | -- | -- |
| Issuance of common stock under ESOP @ $0.01 per share employee shares | | | | | | |
| Issuance of common stock under option exercise @ $0.01 per share | | | | | | |
| Stock-based compensation on 14,506,500 employee options granted | | | | | | |
| Stock based compensation on 1,170,406 finder/director options granted | | | | | | |
| Net loss | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| BALANCES SEPTEMBER 30, 2006 | -- | $ -- | 572,021 | $57 | -- | $ -- |

<CAPTION>

| | Broadband - Post Merger Common Stock | | Additional Paid-In | Deferred |
|---|---|---|---|---|
| | Shares | Amount | Capital | Compensation |
| <S> | <C> | <C> | <C> | <C> |
| BALANCES OCTOBER 1, 2004 | -- | $ -- | $ 525,894 | (203,100) |
| Forfeiture of employee common stock awards | | | (193,900) | 193,900 |
| Cancellation of common stock for services related to convertible debentures | | | | |
| Cancellation of common stock for directors fees | | | | |
| 40,000 shares of employee vested common stock awards | | | | 9,200 |
| Forfeiture of common stock by founders | | | 153,581 | |
| Issuance of vested employee shares | 40,000 | 4 | (4) | |
| Issuance of common stock for cash @ $0.01 per share | 17,500 | 2 | 173 | |
| Issuance of common stock from debt conversion | 20,347,846 | 2,035 | 4,067,534 | |
| Issuance of common stock in preferred stock conversion | 383,809 | 38 | 575,675 | |
| Issuance of common stock in loan conversion | 68,097,000 | 6,810 | 674,160 | |
| Issuance of common stock in merger | 7,922,786 | 792 | 3,261,788 | |
| Issuance of preferred class A stock @ $10.00 per share | | | 5,720,151 | |
| Legal fees incurred in issuance of preferred class A stock | | | (184,937) | |
| Net loss | | | | |
| BALANCES SEPTEMBER 30, 2005 | 96,808,941 | 9,681 | 14,600,115 | -- |
| Issuance of common stock under ESOP @ $0.01 per share employee shares | 650,276 | 65 | 6,437 | |
| Stock-based compensation on 14,506,500 employee options granted | | | 22,200 | |
| Stock based compensation on 1,170,406 finder/director options granted | | | 3,321 | |
| Net loss | | | | |
| BALANCES SEPTEMBER 30, 2006 | 97,459,217 | $ 9,746 | $14,632,073 | $ -- |

<CAPTION>

| | Accumulated Deficit | Total Stockholders' Equity(Deficit) |
|---|---|---|
| <S> | <C> | <C> |
| BALANCES OCTOBER 1, 2004 | $ (5,841,218) | $(1,491,519) |
| Forfeiture of employee common stock awards | | -- |
| Cancellation of common stock for services related to convertible debentures | | (22,030) |
| Cancellation of common stock for directors fees | | (13,001) |
| 40,000 shares of employee vested common stock awards | | 9,200 |
| Forfeiture of common stock by founders | | -- |
| Issuance of vested employee shares | | -- |
| Issuance of common stock for cash @ $0.01 per share | | 175 |
| Issuance of common stock from debt conversion | | 4,069,569 |
| Issuance of common stock in preferred stock conversion | | -- |
| Issuance of common stock in loan conversion | | 680,970 |
| Issuance of common stock in merger | | -- |
| Issuance of preferred class A stock @ $10.00 per share | | 5,720,208 |
| Legal fees incurred in issuance of preferred class A stock | | (184,937) |
| Net loss | (4,745,483) | (4,745,483) |
| BALANCES SEPTEMBER 30, 2005 | $(10,586,701) | $ 4,023,152 |
| Issuance of common stock under ESOP @ $0.01 per share employee shares | | 6,502 |

| | | |
|---|---|---|
| Stock-based compensation on 14,506,500 employee options granted | | 22,200 |
| Stock based compensation on 1,170,406 finder/director options granted | | 3,321 |
| Net loss | (4,738,484) | (4,738,484) |
| BALANCES SEPTEMBER 30, 2006 | $(15,325,185) | $ (683,309) |

See accompanying notes to financial statements.

BROADBAND MARITIME INC.
STATEMENTS OF CASH FLOWS

| | SEPTEMBER 30, | |
|---|---|---|
| | 2006 | 2005 |
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Net loss | $(4,738,484) | $(4,745,483) |
| Adjustments to reconcile net loss to net cash used in operating activities: | | |
| Inventory obsolescence | (271,759) | 424,728 |
| Depreciation | 263,459 | 203,869 |
| Loss on disposal of fixed asset | 43,406 | |
| Directors fees reversed | | (13,001) |
| Cancellation of accrued compensation | (270,000) | |
| Stock based compensation | 25,521 | 9,200 |
| Employee compensation for services | | 175 |
| Fees related to convertible debt issuance reversed | | (22,030) |
| Accrued interest related to common stock conversion of convertible debentures | | 181,069 |
| Accrued interest related to common stock conversion of bridge loans | | 30,970 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 25,220 | 211,705 |
| Inventories | 52,513 | (542,565) |
| Prepaid expense and other current assets | (13,878) | (49,744) |
| Accounts payable | 125,638 | 245,539 |
| Accrued expenses | (60,551) | 506,735 |
| Other liabilities and deferred revenue | (1,323) | 9,270 |
| Net cash used in operating activities | (4,550,244) | (3,819,563) |
| INVESTING ACTIVITIES | | |
| Purchases of machinery and equipment - net | (156,134) | (345,394) |
| Payment for security deposits | 0 | (11,324) |
| Net cash used in investing activities | (156,134) | (356,718) |
| FINANCING ACTIVITIES | | |
| Proceeds from the issuance of common stock | 6,502 | |
| Proceeds from the issuance of convertible debentures | 0 | 1,524,000 |
| Proceeds from bridge loans | 815,000 | 650,000 |
| Proceeds from the issuance of preferred stock | 0 | 5,535,271 |
| Net cash provided by financing activities | 821,502 | 7,709,271 |
| Net increase (decrease) in cash and cash equivalents | (3,884,876) | 3,532,990 |
| Cash and cash equivalents, beginning of year | 3,918,981 | 385,991 |
| Cash and cash equivalents, end of year | $ 34,105 | $3,918,981 |
| SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES: | | |
| Issuance of common stock in convertible debt conversion | | 4,069,569 |
| Issuance of common stock in bridge loan conversion | | 680,970 |
| Issuance of common stock in preferred stock conversion | | 575,713 |
| Forfeiture of common stock by founders | | (153,581) |

See accompanying notes to financial statements.

BROADBAND MARITIME INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS

Broadband Maritime Inc. (the "Company" or "BBMDE") was organized under the laws of Delaware in July 2005. The Company previously operated under Broadband

Maritime Inc., a New Hampshire corporation ("BBMNH") (See Note 7 for further details). The Company is a United States based telecommunications service provider who provides global high speed internet and voice communications equipment and services to customers in the maritime industry.

NOTE 2 - GOING CONCERN

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America, which contemplate continuation of the Company as a going concern. The Company has incurred cumulative losses of approximately $15,325,000 since inception and has utilized cash of approximately $8,370,000 for operating activities during the two years ended September 30, 2006. The recoverability of a major portion of the recorded asset amounts shown in the accompanying balance sheets is dependent upon the Company's completion of its product development, product acceptance and the ability to obtain additional financing on an as needed basis. The Company's financial condition raises substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue in existence.

Management recognizes that the Company must generate additional revenue to achieve profitable operations. Management's plans to increase revenue include the completion of the development of its transmission equipment and the continued building of its customer base. Management will also seek to increase revenue through the development of alternate uses of its equipment.

There can be no assurance that the Company will be able to successfully complete its product development, or that it will be successful in obtaining product acceptance or that it will be able to obtain sufficient debt or equity financing.

In September 2006, the Company entered into a Preliminary Letter of Intent for Merger Agreement (the "Merger Agreement") with Prime Resources, Inc. ("Prime"), a public "shell" company. It is anticipated that this merger will be in the form of a reverse triangular merger whereby a wholly-owned subsidiary of Prime will merge with the Company leaving the Company as the surviving entity wholly-owned by Prime. As a condition of the closing, the Company is required to complete a private placement financing of not less than $2,500,000 in the form of preferred stock. This private placement was completed on October 31, 2006 and $2,500,000 was raised.

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

CASH AND CASH EQUIVALENTS

The Company considers all highly-liquid investments purchased with an original maturity date of three months or less to be cash equivalents. The Company held approximately nil and $3,898,000 in money market and bank savings accounts as of September 30, 2006 and 2005, respectively.





NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, represents uncollateralized customer obligations due under normal trade terms generally requiring payment within 30 days from the invoice date. Follow-up correspondence is made if unpaid accounts receivable go beyond the invoice due date. Payments of accounts receivable are allocated to specific invoices identified on the customer's remittance advice.

Accounts receivable, net, are stated at the amount management expects to collect from outstanding balances. The carrying amount of accounts receivable is reduced by a valuation allowance that reflects management's best estimate of the amount that will not be collected. Management individually reviews all accounts receivable balances that exceed the due date and estimates the portion, if any, of the balances that will not be collected. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable- trade.

Accounts receivable is presented net of an allowance for doubtful accounts of $6,000 and $8,000 at September 30, 2006 and 2005, respectively.

INVENTORIES, NET

Inventories are stated at the lower of cost or market, with cost determined on the last-in first-out method.

MACHINERY AND EQUIPMENT, NET

Machinery and equipment, net is stated at cost less accumulated depreciation. Machinery and equipment, net is depreciated on the straight-line method over the estimated useful lives of the respective asset, which is currently three years for all assets. Maintenance and repairs are charged to operations, while betterments and improvements are capitalized.

IMPAIRMENT OF LONG-LIVED ASSETS

The Company adheres to Statement of Financial Accounting Standards ("SFAS") No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" and periodically assesses the recoverability of the carrying amounts of long-lived assets, including intangible assets. A loss is recognized when expected undiscounted future cash flows are less than the carrying amount of the asset. The impairment loss is the difference by which the carrying amount of the asset exceeds its fair value.





NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

REVENUE RECOGNITION

The Company recognizes revenue from the sale of equipment after installation and acceptance by its customer. The Company recognizes revenue in connection with services and maintenance contracts over the course of the related contracts with the customers. The Company defers the revenue from prepaid calling cards, until the customers have utilized the prepaid minutes purchased on the cards.

The Company's revenue recognition policy complies with the Securities and Exchange Commission Staff Accounting Bulletin No. 101 ("SAB 101"), "Revenue Recognition", amended by SAB 104. Revenue is recognized when all of the following criteria are met:

- Persuasive evidence of an arrangement exists - A non-cancelable signed agreement between the Company and the customer is considered to be evidence of an arrangement.

- Delivery has occurred or services have been rendered - Revenues are recognized only on the delivery of equipment and acceptance by customers or on the delivery of service.

- The seller's price to the buyer is fixed or determinable - The Company generally considers payments that are due within a year to be fixed or determinable based upon its successful collection history on such arrangements.

- Collectibility is reasonably assured - The Company runs normal business credit checks on unknown new customers to minimize the risk of a customer avoiding payment. Collection is deemed probable if the Company expects that the customer will be able to pay amounts under the arrangement as payments become due. If the Company determines that collection is not probable, the revenue is deferred and recognized upon cash collection. The Company also seeks a deposit wherever possible before commencing work on a new contract.

ADVERTISING

The Company complies with the requirements of AICPA Statement of Position (SOP) 93-7, "Reporting on Advertising Costs," in which advertising costs are charged to operations as incurred. Advertising expenses included in selling, general and administrative expenses for the years ended September 30, 2006 and 2005, were approximately $44,000 and $145,000, respectively.

RESEARCH AND DEVELOPMENT COSTS

The Company complies with the provisions of SFAS No. 2, "Accounting for Research and Development Costs". Expenditures for research, development and engineering of products and manufacturing processes are charged to operations as incurred.

STOCK-BASED COMPENSATION

As allowed by SFAS No. 123 "Accounting for Stock-Based Compensation" (amended by SFAS No.148 "Accounting for Stock-Based Compensation-Transition and Disclosure

an amendment of Financial



BROADBAND MARITIME INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

STOCK-BASED COMPENSATION (CONTINUED)

Accounting Standards Board ("FASB") Statement No. 123"), the Company has elected to measure stock-based compensation expense using the intrinsic value method prescribed by Accounting Principles Board ("APB") No. 25 "Accounting for Stock Issued to Employees" and provide disclosure-only provisions of SFAS No. 123. Accordingly, compensation expense for stock options is measured as the excess, if any, of the estimated fair value for the Company's common stock at the date of the grant over the exercise price an employee or other individual must pay to acquire stock. If the Company had determined compensation expense based on the fair value using the Black Scholes option-pricing model at the grant dates consistent with SFAS Nos. 123 and 148, there would have been an increase in the Company's net loss due to the nominal market value of the Company's stock of approximately $26,000 and nil as of September 30, 2006 and 2005, respectively.

INCOME TAXES

The Company complies with SFAS No. 109, "Accounting for Income Taxes", which requires an asset and liability approach to financial reporting for income taxes. The asset and liability approach requires the recognition of deferred tax assets and liabilities for the expected future consequences of temporary differences between the carrying amounts and the tax bases of the assets and liabilities. Deferred taxes are classified as current or noncurrent, depending on the classification of the assets and liabilities to which they relate, including the recognition of income tax benefits for loss carry forwards, credit carry forwards and certain temporary differences for which tax benefits have not previously been recorded. Valuation allowances are established, when necessary, to reduce the deferred income tax assets to the amount expected to be realized.

LOSS PER COMMON SHARE

The Company complies with SFAS No. 128 "Earnings per Share." Under SFAS No. 128, basic loss per common share is computed by dividing net loss by the weighted average number of common shares outstanding during the period. Diluted loss per common share incorporates the dilutive effect of common stock equivalents on an average basis during the period. The calculation of diluted loss per common share excludes potential common shares if the effect is anti-dilutive. Therefore, basic and diluted loss per share were the same for the years ended September 30, 2006 and 2005.

FAIR VALUE OF FINANCIAL INSTRUMENTS

The Company complies with the requirements of SFAS No. 107, "Disclosure about Fair Value of Financial Instruments", which includes cash and cash equivalents, accounts receivable, accounts payable and other current liabilities, for which the carrying amounts approximate fair value due to their short maturities.



BROADBAND MARITIME INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

CONCENTRATION OF CREDIT RISK

The Company extends credit based on an evaluation of the customer's financial condition, generally without requiring collateral. Exposure to losses on receivables is principally dependent on each customer's financial condition. The Company monitors its exposure for credit losses and maintains allowances for anticipated losses when required. Substantially all of the Company's receivables are expected to be collected within one year. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalent accounts in financial institutions and accounts receivable. The Company places its cash primarily in checking and money market accounts.

Cash and cash equivalents are maintained at financial institutions, which from time to time exceed the federal depository insurance coverage limit, the composition and maturities of which are regularly monitored by management.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In November 2004, the FASB issued SFAS No. 151, "Inventory Costs-an amendment of ARB No. 43, Chapter 4". SFAS No. 151 has been issued to clarify the accounting for abnormal amounts of idle facility expense, freight, handling costs, and wasted material (spoilage), which requires that those items be recognized as current-period charges regardless of whether they meet the criterion of "so abnormal." In addition, this Statement requires that allocation of fixed production overheads to the costs of conversion be based on the normal capacity of the production facilities. Management of the Company does not believe the effects of SFAS No. 151 have a material effect on the financial statements, as the Company has not incurred any inventory costs that meet the definition of "so abnormal."

In December 2004, the FASB issued SFAS No. 123(R), "Accounting for Stock-Based Compensation (Revised)". SFAS No. 123(R) establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments. SFAS No. 123(R) focuses primarily on accounting for transactions in which an entity obtains employee services in share-based payment transactions. SFAS No. 123(R) requires a public entity to measure the cost of employee services received in exchange for an award of equity instruments based on the grant-date fair value of the award (with limited exceptions). That cost will be recognized over the period during which an employee is required to provide service in exchange for the award over the requisite service period (usually the vesting period). No compensation costs are recognized for equity instruments for which employees do not render the requisite service. The grant-date fair value of employee share options and similar instruments will be estimated using option-pricing models adjusted for the unique characteristics of those instruments (unless observable market prices for the same or similar instruments are available). If an equity award is modified after the grant date, incremental compensation cost will be recognized in an amount equal to the excess of the fair value of the modified award over the fair value of the original award immediately before the modification. The Company will prospectively adopt SFAS No. 123(R) effective October 1, 2006.





NOTE 3 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS (CONTINUED)

In May 2005, the FASB issued SFAS No.154 ("SFAS No. 154"), "Accounting Changes and Error Correction Replacement of APB Opinion No. 20 and FASB Statement No. 3". SFAS No. 154 replaces APB Opinion No. 20, "Accounting Changes" (Opinion 20), and FASB Statement No. 3, "Reporting Accounting Changes in Interim Financial Statements", and changes the requirements for the accounting for and reporting of a change in accounting principle. Opinion 20 previously required that most voluntary changes in accounting principle be recognized by including in net income of the period of the change the cumulative effect of changing to the new accounting principle. SFAS No. 154 requires retrospective application to prior periods' financial statements of changes in accounting principle. SFAS No. 154 defines retrospective application as an application of a different accounting principle to prior accounting periods as if that principle had always been used. SFAS No. 154 also requires that a change in depreciation, amortization, or depletion method for long-lived, non-financial assets be accounted for as a change in accounting estimate affected by a change in accounting principle. We are required to adopt the provisions of SFAS No. 154 by October 1, 2006, although earlier adoption is permitted. We are currently evaluating the provisions of SFAS No. 154.

In July 2006, the FASB published FASB Interpretation ("FIN") No. 48 ("FIN 48"), "Accounting for Uncertainty in Income Taxes", to address the noncomparability in reporting tax assets and liabilities resulting from a lack of specific guidance in SFAS 109, "Accounting for Income Taxes", on the uncertainty in income taxes recognized in an enterprise's financial statements. FIN 48 will apply to fiscal years beginning after December 15, 2006, with earlier adoption permitted. The Company does not expect this new FIN to have any impact upon its financial position, results of operations or cash flows.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

RECLASSIFICATION

Certain 2005 amounts have been reclassified in order to conform to the 2006 presentation.





NOTE 4 - INVENTORIES, NET

Inventories, net consist of the following at September 30, 2006 and 2005:

| | 2006 | 2005 |
|---|---|---|
| Raw materials | $ 655,271 | $506,938 |
| Work-in-process | 198,860 | 191,024 |
| Finished goods | 183,796 | 120,719 |
| | $1,037,927 | $818,681 |

The Company has provided an inventory valuation allowance in the amount of approximately $144,000 and $416,000 at September 30, 2006 and 2005, respectively, for inventory items that have become obsolete in relationship to the final product design.

NOTE 5 - MACHINERY AND EQUIPMENT, NET

Machinery and equipment, net consist of the following at September 30, 2006 and 2005:

| | 2006 | 2005 |
|---|---|---|
| Equipment and computers | $829,154 | $718,197 |
| Furniture and fixtures | 36,513 | 43,779 |
| | 865,667 | 761,976 |
| Less: accumulated depreciation | 553,593 | 299,171 |
| | $312,074 | $462,805 |

Repairs and maintenance expenses for the years ended September 30, 2006 and 2005 were approximately $12,000 and $6,000, respectively.





NOTE 6 - ACCRUED EXPENSES

Accrued expenses consist of the following at September 30, 2006 and 2005:

| | | |
|---|---|---|
| Rent | $139,133 | $157,890 |
| Customer claims | 120,443 | 156,275 |
| Research and development contracts | | 150,000 |
| Upgrade costs | 218,444 | 150,000 |
| Vacation | 82,643 | 58,190 |
| Professional fees | 132,268 | 63,634 |
| Other | 104,798 | 122,297 |
| | $797,729 | $858,286 |

NOTE 7 - REORGANIZATION AND EQUITY REFINANCING

In July 2005, the Board of Directors authorized the formation of Broadband

Maritime Inc., a Delaware corporation ("BBMDE"). In August 2005, in connection with the acquiring of additional equity financing, BBMNH merged with BBMDE, with BBMDE remaining as the surviving corporation. Concurrent with the merger, BBMNH converted all of its outstanding convertible debentures into its own common stock.

In addition, all of BBMNH's outstanding bridge financing and outstanding convertible preferred Class A stock, $1.50 par value were converted into its own common stock. All unissued preferred stock (Class A and B) of BBMNH were then cancelled. BBMNH then exchanged all of its common stock for common stock of BBMDE on a one for one basis.

This transaction between the Company and BBMNH, which are entities under common control, was accounted for in a manner similar to a pooling of interests whereby the assets and liabilities of BBMNH were transferred to the Company at historical amounts. The financial statements are prepared as if the transaction had occurred at the beginning of the periods presented herein, and present the financial data of previously separate entities.

In August 2005, BBMDE sold 572,021 shares of new convertible preferred Class A stock, $0.0001 par value, for aggregate proceeds of $5,720,208 to both new and existing shareholders. The convertible preferred Class A stock has a 5% cumulative annual dividend. In connection with this sale, the founders of BBMNH agreed to surrender 6,370,000 shares of common stock in BBMDE. The founders further agreed to convert $156,946 of accrued compensation into a note payable (the "Deferred Compensation Conversion Agreement"). The note is payable together with simple interest at 2% upon attaining certain defined financial milestones prior to June 30, 2007. If these financial milestones are not met, then the note will become null and void.

NOTE 8 - SHORT-TERM FINANCING

Between January and June 2005, the Company borrowed a total of $650,000 in bridge loans from investors. In August 2005, in connection with the reorganization and equity financing (See Note 7), the total of the bridge loans $680,970 (including accrued interest) was converted into 68,097,000 shares of common stock based on a ratio of 100 shares of common stock for each $1.00 of bridge loans and accrued interest.





NOTE 8 - SHORT-TERM FINANCING (CONTINUED)

Between July and September 2006, the Company was provided a total of $815,000 in bridge loans from investors. In connection with the equity financing (See Note 15) approximately $457,000 of the bridge loans were converted into Convertible Preferred Class A Stock.

NOTE 9 - CONVERTIBLE DEBENTURES

During the year ended September 30, 2005, the Company sold $1,524,000 of additional convertible debentures under a Securities Purchase Agreement (the "Agreement") entered into during the year ended September 30, 2004 with several investors that were convertible on demand, bore interest at a rate of 8% per annum, had a $1,000 face value and matured in March 2007, which was subsequently modified to March 2008, and convertible at the rate of one share of the Company's common stock for each $3.00 of convertible debentures and accrued interest. In March 2005, the conversion rate for the debentures issued under the Agreement was modified to 1 share of common stock for each $1.19 of convertible debentures and accrued interest. In connection with the March 2005 modification in conversion rate, the founders of the Company agreed to cancel $270,000 of their accrued compensation as of September 30, 2005.

In August 2005, pursuant to the reorganization and equity refinancing (See Note 7), the Company further adjusted the conversion rate for all of its issued and outstanding convertible debentures, amounting to $4,069,569 (including interest of $181,069), to 1 share of the Company's common stock for each $0.20 of convertible debentures and accrued interest. All convertible debentures outstanding as of the August 2005 reorganization and equity refinancing were converted to 20,347,846 shares of the Company's common stock. The Company issued 33,892 shares of common stock for services rendered in connection with the sale of the debentures and these shares were cancelled effective September 30, 2005 and subsequently replaced with stock options.

The accrued interest added to the principal amount of the convertible debentures and charged to operations amounted nil and $119,731 for the years ended September 30, 2006 and 2005, respectively.

NOTE 10 - STOCKHOLDERS' EQUITY (DEFICIT)

In anticipation of the merger with BBMDE (See Note 7), in July 2005 BBMNH amended its certificate of incorporation providing for the authorized number common shares to be increased to 1,300,000,000 with a par value of $0.0001 and the authorized number of Class A convertible preferred shares to be increased to 700,000 with a par value of $0.0001.

Preferred Stock:

Class A 5% Convertible $0.0001 par value

Dividends: The Class A stockholders are entitled to receive, when and as declared by the board of directors, cash dividends at the rate of 5% per share per year, accruing semi-annually on January 15th and July 15th, and such dividends shall be cumulative. Class A stockholders are entitle to participate with the common stockholders in any dividend or distribution declared on common stock. The Company had dividends in arrears related to Class A convertible $0.0001 par value of approximately $335,000 and $45,000 for the years ended September 30, 2006 and 2005, respectively.





NOTE 10 - STOCKHOLDERS' EQUITY (DEFICIT) (CONTINUED)

Preferred Stock (continued):

Conversion: Class A preferred stock is convertible at a ratio of 1,000 shares of common stock for each share of Class A preferred stock.

Control: The Class A stockholders are entitled to vote upon any matter submitted for approval of common shareholders, have the right to approve certain material events of the corporation by a 67% vote as described in the Certificate of Incorporation and have the right to designate two members of the board of directors.

Liquidation: In the event of the liquidation of the Company, holders of Class A preferred stock shall be entitled to receive, prior to and in preference to any distributions to common stockholders, an amount equal to the consideration paid to acquire the stock plus all accrued but unpaid dividends, on a per share basis.

Common Stock:

During the year ended September 30, 2004, the Company issued 20,001 common shares to three directors for services rendered to the Company. The fair value of the shares of $13,001 was charged to operations in 2004. These shares were cancelled effective September 30, 2005 and subsequently replaced with Company stock options.

During the year ended September 30, 2005, in connection with the conversion of the convertible debentures issued from the Agreement (See Note 9), the Company issued 20,347,846 common shares. Also during the year ended September 30, 2005, the Company issued 383,809 common shares as a result of all of the BBMNH Class A preferred stock $1.50 par value shareholders converting their preferred shares into common shares due to the merger of BBMNH and BBMDE (See Note 7). In addition, the Company issued 175 common shares to a former employee for services. The Company cancelled 20,001 shares of common stock awarded to directors for services for the year ended September 30, 2004 and were subsequently replaced with stock options. Lastly, during the year ended September 30, 2005, the Company issued 68,097,000 common shares resulting from the conversion of all outstanding bridge loans from investors.

In addition, as a requirement of the Class A 5% Preferred Subscription Agreement, the founders entered into a surrender agreement with respect to all of their 6,370,000 common shares.

During the year ended September 30, 2005, in connection with the reorganization as per Note 7, the Company exchanged 7,922,786 shares of pre-merger common stock for 7,922,786 shares of post-merger common stock.

During the year ended September 30, 2006 the Company issued 635,275 common shares to employees from the exercise of stock options under the Employee Stock Option Plan, adopted in December 2005, at $0.01 per share. In addition, 12,500 shares of common stock were sold from the exercise of stock options relating to services rendered in connection with the sale of convertible debentures (Note 8). The Company

NOTE 10 - STOCKHOLDERS' EQUITY (DEFICIT) (CONTINUED)

Common Stock (continued):

also sold 2,500 common shares to an individual under a stock option exercise relating to the conversion of a bridge loan.

Common Stock Awards, Options and Deferred Compensation:

The Company has entered into a Performance Option Agreement (the "Option Agreement") with the founders granting them approximately 101,000,000 options which will vest and become exercisable only if the Company achieves certain defined financial targets through June 30, 2007. The exercise price is equal to $0.01 per share subject to adjustments in exercise price due to merger, consolidation, capital readjustments or other similar transactions The options granted under the Option Agreement will terminate on the sooner of July 26, 2008, or June 30, 2007, to the extent the options have not become exercisable by such date.

During January 2005, the Company entered into a warrant agreement entitling an investor to purchase 25,000 shares of common stock at an exercise price of $1.50 per share subject to adjustment. As of September 30, 2005, the number of shares and exercise price were adjusted as per the warrant agreement to 3,750,000 shares at $0.01 per share, respectively.

The Company discontinued a promotional stock award program effective September 30, 2005 and the remaining 193,900 non-vested shares were forfeited.

In December 2005, the Company adopted an Employee Stock Option Plan ("ESOP") in which eligible employees enter into a Stock Option Agreement (the "SOA") allowing them to purchase a specific number of shares, as determined by length of service and compensation level, at an exercise price of $0.01 per share. Eligibility is based upon full-time service. The options may be exercised beginning on the first anniversary of the commencement of the term of employee's employment to a maximum of one-fifth of the stock subject to their SOA and subsequently exercised over the next four years at the anniversary date. To the extent that the options under the SOA have not been exercised as of the seventh anniversary of the commencement of the term of the employee's employment, the option will expire. The Board of Directors may, in its sole discretion, accelerate the exercisability of any outstanding options. The Board has allocated approximately 67,000,000 shares of common stock to the ESOP.

In April 2006, the Company entered into a stock option agreement with certain Company directors granting them 300,000 options exercisable through April 30, 2007 at $0.01 for services rendered during the year ended September 30, 2004 in lieu of stock issued and subsequently cancelled.

In April 2006, the Company entered into a stock option agreement with certain individuals granting them 867,906 options exercisable through April 30, 2007 at $0.01 for services rendered in connection with the sale of convertible debentures during the years ended September 30, 2005 and 2004 in lieu of stock issued and subsequently cancelled, as per Note 9.

In April 2006, the Company entered into a stock option agreement with an individual granting 2,500 options exercisable through April 30, 2007 at $0.01 for services in connection with the bridge financing, as per Note 8, during the year ended September 30, 2005.





NOTE 10 - STOCKHOLDERS' EQUITY (DEFICIT) (CONTINUED)

Common Stock Awards, Options and Deferred Compensation (continued)

The following is a summary at September 30, 2006 and 2005:

<TABLE>
<CAPTION>

| | PROMOTIONAL COMMON STOCK AWARDS | OPTIONS | EMPLOYEE ESOP | PER SHARE STOCK/OPTION PRICE | WEIGHTED AVERAGE STOCK/OPTION PRICE |
|---|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> | <C> |
| Outstanding October 1, 2004 | 390,000 | 150,000 | -- | $0.23-$1.50 | $0.79 |
| Granted | | 101,067,300 | | $ 0.01 | $0.01 |
| Forfeited | (40,000) | | | $ 0.23 | $0.23 |

| | | | | | |
|---|---|---|---|---|---|
| Expired | (350,000) | | | $0.23-$0.65 | $0.55 |
| Outstanding September 30, 2005 | -- | 101,217,300 | -- | $0.01-$1.50 | $0.01 |
| Granted | | 1,170,406 | 14,506,500 | $ 0.01 | $0.01 |
| Exercised | | (15,000) | (635,275) | $ 0.01 | $0.01 |
| Expired | | (150,000) | | $ 1.50 | $1.50 |
| Outstanding September 30, 2006 | -- | 102,222,706 | 13,871,225 | $ 0.01 | $0.01 |
| Shares/Options exercisable at September 30, 2006 | | 1,155,406 | 3,001,285 | $ 0.01 | $0.01 |
| Shares/Options exercisable at September 30, 2005 | | 150,000 | | $ 1.50 | $1.50 |

</TABLE>

The following table summarizes information about stock options outstanding at September 30, 2006

<TABLE>
<CAPTION>

| | OPTIONS OUTSTANDING | | | OPTIONS EXERCISABLE | |
|---|---|---|---|---|---|
| EXERCISE PRICE | NUMBER OUTSTANDING AT SEPTEMBER 30, 2006 | WEIGHTED AVERAGE REMAINING CONTRACTUAL LIFE | WEIGHTED AVERAGE EXERCISE PRICE | NUMBER EXERCISABLE AT SEPTEMBER 30, 2006 | WEIGHTED AVERAGE EXERCISE PRICE |
| <S> | <C> | <C> | <C> | <C> | <C> |
| $0.01 | 101,066,800 | 2.8 years | -- | -- | -- |
| $0.01 | 13,871,225 | 6.4 years | $0.01 | 3,001,285 | $0.01 |
| $0.01 | 1,155,906 | 0.6 years | $0.01 | 1,155,406 | $0.01 |
| | 116,093,931 | | | 4,156,691 | |

</TABLE>



BROADBAND MARITIME INC.
NOTES TO THE FINANCIAL STATEMENTS

NOTE 10 - STOCKHOLDERS' EQUITY (DEFICIT) (CONTINUED)

Loss Per Common Share

The loss per common share at September 30, 2006 and 2005 includes the current outstanding common shares in the aggregate of 97,459,217 and 96,808,941, respectively. It does not include 572,021 shares of Preferred Class A $0.0001 par value which can be converted into 572,021,000 common shares, 3,750,000 warrants which can be converted into 3,750,000 common shares, and 116,093,931 and 101,217,300, options which can be converted into 116,093,931 and 101,217,300 common shares as of September 30, 2006 and 2005, respectively.

NOTE 11 - INCOME TAXES

At September 30, 2006, the Company has net operating loss carryforwards for U.S federal and state tax purposes of approximately $14,374,000, expiring at varying times from years ending September 2022 through September 2026.

Under Section 382 of the Internal Revenue Code, if a corporation undergoes an "ownership change" (generally defined as greater than 50% change (by value) in its equity ownership over a three year period), the corporation's ability to use its pre-change of control net operating loss carry forward and other pre-change attributes against its post-change income may be limited. The Section 382 limitation is applied annually so as to limit the use of pre-change net operating loss carry forwards to an amount that generally equals the value of a corporation's stock immediately before the ownership change multiplied by a designated federal long-term tax-exempt rate. In addition, the Company may be able to increase the base Section 382 limitation amount during the first five years following ownership change to the extent the Company realizes built-in gains during that time period. A built-in gain generally is a gain or income attributable to an asset that was held at the date of the ownership change and that had a fair market value in excess of the tax basis at the date of the ownership change.

A reconciliation of income tax expense to the benefit computed at the expected rate of 44% for the years ended September 30, 2006 and 2005 is approximately as follows:

<TABLE>
<CAPTION>

| | 2006 | 2005 |
|---|---|---|
| <S> | <C> | <C> |
| Benefit at statutory rate | $ 2,085,000 | $ 2,088,000 |
| Non-cash interest on convertible debentures | | (53,000) |
| Stock-based compensation | 7,000 | (22,000) |
| Other | 90,000 | (12,000) |
| Valuation allowance | (2,182,000) | (2,001,000) |
| | $ -- | $ -- |

</TABLE>





NOTE 11 - INCOME TAXES (CONTINUED)

Deferred tax assets consist of the following at September 30, 2006 and 2005:

<TABLE>
<CAPTION>

| | 2006 | 2005 |
|---|---|---|
| <S> | <C> | <C> |
| Net operating loss carryforward | $ 6,325,000 | $ 4,157,000 |
| Deferred compensation | 69,000 | 68,000 |
| Inventory reserve | 63,000 | 187,000 |
| Upgrade reserve | 96,000 | 66,000 |
| Product warranty | 17,000 | (4,000) |
| Research and development credits | 219,000 | 116,000 |
| | 6,789,000 | 4,590,000 |
| Valuation allowance | (6,789,000) | (4,590,000) |
| | $ -- | $ -- |

</TABLE>

The Company has provided a full valuation allowance against its net deferred tax asset since realization of these benefits cannot be reasonably assured.

The Company will continue to periodically assess the realization of its deferred tax assets based on actual and forecasted operating results.

NOTE 12 - COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases office facilities under non-cancellable operating leases, which expire at various times through July 31, 2010.

The Company has entered into contracts for communication space on satellites to provide its customers with adequate telecommunication capability ("bandwidth"). These contracts expire at various dates through October 2010.

Future aggregate minimum lease payments under these operating leases are approximately as follows:

<TABLE>
<CAPTION>

| Years Ending September 30, | Office Facilities | Bandwidth | Total |
|---|---|---|---|
| <S> | <C> | <C> | <C> |
| 2007 | $ 300,000 | $ 975,000 | $1,275,000 |
| 2008 | 286,000 | 692,000 | 978,000 |
| 2009 | 252,000 | 405,000 | 657,000 |
| 2010 | 214,000 | 65,000 | 279,000 |
| 2011 | | 8,000 | 8,000 |
| Total | $1,052,000 | $2,145,000 | $3,197,000 |

</TABLE>

NOTE 12 - COMMITMENTS AND CONTINGENCIES (CONTINUED)

Operating Leases (continued)

The Company has subleased one of its office facilities for approximately $3,000 per month through May 2008.

Rent expense, net charged to operations for the years ended September 30, 2006 and 2005, was approximately $230,000 and $296,000, respectively.

Bandwidth expense charged to cost of revenues for the years ended September 30, 2006 and 2005 was approximately $709,000 and $544,000, respectively.

Employment agreements

On November 29, 1999, the Company entered into employment agreements with its President and its Chief Innovation Officer (the "Founders"), which provide for annual compensation plus participation in future benefit programs. Under the terms of the agreements each officer is to receive an annual base salary of $180,000. These employment agreements were amended on August 4, 2005 eliminating the termination dates and provide for termination upon three months notification. Also on August 4, 2005, the Company and the Founders entered into a Deferred Compensation Conversion Agreement (See Note 7).

Contingencies

Various lawsuits and claims arising in the ordinary course of business have been instituted against the Company. While the ultimate effects of such litigation cannot be determined at the present time, it is management's opinion, based on the advice of legal counsel, that any liabilities resulting from the actions would not have a material effect on the Company's financial position, results of operations or cash flows.

NOTE 13 - RETIREMENT PLAN

In January 2004, the Company adopted a 401(K) plan (the "Plan") in which eligible employees may elect to defer a certain percentage of their salary to a qualified retirement plan. Eligibility is based on an age requirement, as defined in the Plan's document. All employee contributions vest immediately. Employer contributions to the Plan are at the discretion of the Company's Board of Directors. No employer matching contributions were made for the years ended September 30, 2006 and 2005.

NOTE 14 - CUSTOMER AND SUPPLIER CONCENTRATIONS

The Company has relied on a limited number of customers for a substantial portion of total revenues. Revenues from three and four customers, 10% or greater of total revenues, accounted for 73% and 92% in fiscal years ended September 30, 2006 and 2005, respectively.





NOTE 14 - CUSTOMER AND SUPPLIER CONCENTRATIONS (CONTINUED)

The Company contracts with certain service providers to supply manufacturing, technology and communication services for its operations. Services from two suppliers accounted for 32% and 24% in fiscal years ended September 30, 2006 and 2005, respectively.

NOTE 15 - SUBSEQUENT EVENTS

Between July and September 2006, the Company was provided a total of $815,000 in bridge loans from investors. In connection with the October 2006 private placement financing (see Note 2), approximately $457,000 of these bridge loans was converted to Preferred Class A 5% stock. The remaining shareholder bridge loans of $358,000 were repaid to the investors as these bridge loans were in excess of the allowable allocation to the individual shareholder.

The Option Agreement (see Note 10) with the Founders was amended on October 31, 2006, whereby the achievement of certain defined financial targets was extended to September 30, 2008. The termination date of the options granted under the Option Agreement was also amended to the sooner of September 30, 2008, or September 30, 2009, to the extent the options have not become exercisable by such date.

In October 2006, the Company entered into a Subscription Agreement to sell to the Investors an aggregate of up to 500,000 shares of convertible preferred Class A stock, $0.0001 par value, in Units with 5-year warrants, exercisable to purchase an aggregate of up to 250,000,000 shares of common stock at $.02 per

share, in two tranches of up to 250,000 Units each, for an aggregate price of up to $2,500,000 per tranche.

The first tranche was closed on October 31, 2006 and $2,500,000 was received from investors. The second tranche may be called by the Company upon meeting certain conditions as defined in the Subscription Agreement. The investors that are eligible to participate in the second tranche have the right to waive the conditions defined in the Subscription Agreement.

In anticipation of the Subscription Agreement, the Company amended its certificate of incorporation providing for the authorized number of common stock to be increased to 2,200,000,000 with a par value of $0.0001 and Class A convertible preferred shares to be increased to 1,072,000 with a par value of $0.0001.

In connection with the Subscription Agreement, the Performance Option Agreement (Note 10) with the founders was amended October 31, 2006 whereby the achievement of certain defined financial targets was extended to September 30, 2008. The termination date of the options was also amended to the sooner of September 30, 2008, or September 30, 2009, to the extent the options have not become exercisable by such date.



(b) PRO FORMA FINANCIAL INFORMATION

On March 30, 2007, BBM Holdings, Inc. f/k/a Prime Resource, Inc. completed the acquisition of Broadband Maritime Inc. The pro forma financial information below is based on audited financial statements for Prime Resource Inc. for fiscal years ended December 2005 and 2006 and audited financial statements for Broadband Maritime Inc. for fiscal year ended September 2006 and un audited financial statements for Broadband Maritime Inc. for the first three months of fiscal year ending September 30, 2007. The pro forma statements should be read in conjunction with the historical financial statements used in the preparation of such pro forma statements. The pro forma information presented is not necessarily indicative of that which would have been attained had the transaction occurred at an earlier date.



PRIME RESOURCE INC. AND BROADBAND MARITIME INC.
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE PERIOD OCTOBER 1, 2005 - SEPTEMBER 30, 2006

<TABLE>
<CAPTION>

| | PRIME RESOURCE | BROADBAND MARITIME | PRO FORMA ADJUSTMENTS | CONDENSED COMBINED PROFORMA |
|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> |
| Net Revenues | $ 0 | $ 124,311 | | $ 124,311 |
| Operating Expenses | | | | |
| Cost of revenues | 0 | 1,202,925 | | 1,202,925 |
| SG&A | 83,091 | 2,513,523 | | 2,596,614 |
| R&D | 0 | 1,221,675 | | 1,221,675 |
| Stock-based compensation | 0 | 25,521 | | 25,521 |
| Total operating expense | 83,091 | 4,963,644 | | 5,046,735 |
| Interest income | 0 | 58,945 | | 58,945 |
| Interest expense | 0 | 0 | | 360,000 |
| Other income | 0 | 41,904 | 360,000 | 41,904 |

</TABLE>



<TABLE>

| | | | | |
|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> |
| Net operating income | -83,091 | -4,738,484 | | -5,181,575 |
| Net operating income before taxes | -83,091 | -4,738,484 | | -5,181,575 |
| Income taxes | -27,800 | 0 | | -27,800 |
| NET INCOME | $ -55,291 | $ -4,738,484 | | $ -5,153,775 |

a) To show the effect of interest expense of the $4,500,000 financing (assuming an annual interest rate of 8%) which was contingent on satisfaction of conditions to closing the Merger.
</TABLE>

PRIME RESOURCE INC. AND BROADBAND MARITIME INC.
UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF DECEMBER 31, 2006

<TABLE>
<CAPTION>

| | PRIME RESOURCE | BROADBAND MARITIME | PRO FORMA ADJUSTMENTS | CONDENSED COMBINED PROFORMA |
|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> |
| ASSETS | | | | |
| Current Assets | | | | |
| Cash and cash equivalents | $ 15,079 | $ 149,918 | | $ 164,997 |
| Accounts receivable, net | 0 | 413,473 | | 413,473 |
| Inventories, net | 0 | 981,248 | | 981,248 |
| Prepaid expenses and other | 0 | 124,503 | | 124,503 |
| Total current assets | 15,079 | 1,669,142 | | 1,684,221 |
| Machinery and equipment, net | 0 | 307,683 | | 307,683 |
| Investments in non-trading securities | 372,268 | 0 | | 372,268 |
| Other assets | 0 | 0 | | 0 |

</TABLE>



<TABLE>

| | | | | |
|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> |
| Security deposits | 0 | 226,496 | | 226,496 |
| TOTAL ASSETS | $ 387,347 | $ 2,203,321 | | $ 2,590,668 |
| LIABILITIES AND STOCKHOLDERS' EQUITY | | | | |
| Current Liabilities | | | | |
| Accounts payable | $ 23,284 | $ 645,800 | | $ 669,084 |
| Accrued expenses | 0 | 821,763 | | 821,763 |
| Deferred revenue | 0 | 25,137 | | 25,137 |
| Dividend payable | 372,268 | 0 | | 372,268 |
| Note payable and other loans | 0 | 381,946 | | 381,946 |
| Total current liabilities | 395,552 | 1,874,646 | | 2,270,198 |
| Long Term Liabilities | 0 | 9,250 | | 9,250 |
| TOTAL LIABILITIES | 395,552 | 1,883,896 | | 2,279,448 |
| Stockholders' equity (Deficit) | | | | |
| Convertible preferred stock: | | | | |
| Class A | 0 | 82 | -82 a) | 0 |
| Treasury stock | -849,316 | 0 | | -849,316 |
| Common stock | 964,802 | 9,761 | -9,761 b) | 964,802 |
| Additional paid-in capital | 0 | 16,889,823 | -113,848 b)c) | 16,775,975 |
| Deficit incurred from re-entering the dev. Stage | -43,206 | 0 | 43,206 c) | 0 |
| Retained Earnings | -80,485 | -16,580,241 | 80,485 c) | -16,580,241 |
| Total stockholders' equity (deficit) | -8,205 | 319,425 | 0 | 311,220 |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | $ 387,347 | $ 2,203,321 | 0 | $ 2,590,668 |

</TABLE>

a) Preferred stock Class A converted to Additional Paid-in capital.

b) Common Stock converted to Additional Paid-in capital.

c) Elimmation of Prime Resource Retained Earnings and Deficit incurred from re-entering the dev. Stage transferred to Additional paid-in capital.

PRIME RESOURCE INC. AND BROADBAND MARITIME INC.
UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
FOR THE QUARTER ENDED DECEMBER 31, 2006

<TABLE>
<CAPTION>

| | PRIME RESOURCE | BROADBAND MARITIME | PRO FORMA ADJUSTMENTS | CONDENSED COMBINED PROFORMA |
|---|---|---|---|---|
| <S> | <C> | <C> | <C> | <C> |
| Net Revenues | $ 0 | $ 462,443 | | $ 462,443 |

</TABLE>



<TABLE>

| <S> | <C> | <C> | <C> | <C> |
|---|---|---|---|---|
| Operating Expenses | | | | |
| Cost of revenues | 0 | 587,660 | | 587,660 |
| SG&A | 29,909 | 772,962 | | 802,871 |
| R&D | 0 | 356,879 | | 356,879 |
| Total operating expense | 29,909 | 1,717,501 | | 1,747,410 |
| Interest income | 0 | 2 | | 2 |
| Interest expense | 0 | 1 | 60,000 a) | 60,001 |
| Net operating income | -29,909 | -1,255,057 | | -1,344,965 |
| Net operating income before taxes | -29,909 | -1,255,057 | | -1,344,965 |
| Income taxes | -24,687 | 0 | | -24,687 |
| NET INCOME (LOSS) | -5,222 | -1,255,057 | | -1,320,278 |

</TABLE>

a) To show the effect of interest expense of the $4,500,000 financing (assuming an annual interest rate of 8%) which was contingent on satisfaction of conditions to closing the Merger.

(c) LIST OF EXHIBITS

2.1 Agreement and Plan of Merger among Prime Resource, Inc., Prime Acquisition, Inc. and Broadband Maritime Inc., dated as of January 15, 2007

2.2 First Amendment to Agreement and Plan of Merger among Prime Resource, Inc., Prime Acquisition, Inc., and Broadband Maritime Inc., dated as of February 13, 2007

2.3 Second Amendment to Agreement and Plan of Merger among Prime Resource, Inc., Prime Acquisition, Inc., and Broadband Maritime Inc., dated as of March 16, 2007.

3.1 Articles of Incorporation of Prime Resource, Inc. n\k\a BBM Holdings, Inc.

3.2 Amendment to the Articles of Incorporation of Prime Resource, Inc. n\k\a BBM Holdings, Inc.

3.3 Bylaws of BBM Holdings, Inc. f/k/a Prime Resource, Inc.



10.1 Employment Agreement between Broadband Maritime Inc. and Jarle Pedersen effective as of February 8, 2007

10.2 Employment Agreement between Broadband Maritime Inc. and Zevi Kramer dated November 29, 1999.

10.3 Employment Agreement between Broadband Maritime Inc. and Mary Ellen Kramer dated November 29, 1999

21 List of Subsidiaries

99.1 Press Release, dated April 1, 2007

FORWARD LOOKING STATEMENTS

Safe Harbor Statements under The Private Securities Litigation Reform Act of 1995: This report contains forward-looking statements, including statements regarding funding, product performance, market acceptance and earnings. Such statements are subject to certain risks and uncertainties, and actual circumstances, events or results may differ materially from those projected in such forward-looking statements. Factors that could cause or contribute to differences include lack of access to funding sources, environmental factors, level of performance of vendors' products/service, availability of other products and competition in the marketplace. We caution investors not to place undue reliance on any forward-looking statements. We do not undertake, and specifically disclaim any obligation, to update or revise such statements to reflect new circumstances or unanticipated events as they occur.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

BBM Holdings, Inc.
f/k/a PRIME RESOURCE, INC.

Date: April 5, 2007

/s/ Mary Ellen Kramer
---
Mary Ellen Kramer, President



INDEX TO EXHIBITS; DESCRIPTION OF EXHIBITS

<TABLE>
<CAPTION>

| Exhibit Number | Description |
|---|---|
| <S> | <C> |
| 2.1 | Agreement and Plan of Merger among Prime Resource, Inc., Prime Acquisition, Inc. and Broadband Maritime Inc., dated as of January 15, 2007 |
| 2.2 | First Amendment to Agreement and Plan of Merger among Prime Resource, Inc., Prime Acquisition, Inc., and Broadband Maritime Inc., dated as of February 13, 2007 |
| 2.3 | Second Amendment to Agreement and Plan of Merger among Prime Resource, Inc., Prime Acquisition, Inc., and Broadband Maritime Inc., dated as of March 16, 2007. |
| 3.1 | Articles of Incorporation of Prime Resource, Inc. n\k\a BBM Holdings, Inc. |
| 3.2 | Amendment to the Articles of Incorporation of Prime Resource, Inc. n\k\a BBM Holdings, Inc. |
| 3.3 | Bylaws of BBM Holdings, Inc. f/k/a Prime Resource, Inc. |
| 10.1 | Employment Agreement between Broadband Maritime Inc. and Jarle Pedersen effective as of February 8, 2007 |
| 10.2 | Employment Agreement between Broadband Maritime Inc. and Zevi Kramer dated November 29, 1999. |
| 10.3 | Employment Agreement between Broadband Maritime Inc. and Mary Ellen Kramer dated November 29, 1999 |
| 21 | List of Subsidiaries |
| 99.1 | Press Release, dated April 1, 2007 |

</TABLE>

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

AMONG

BROADBAND MARITIME, INC.

PRIME RESOURCE, INC.

and

PRIME ACQUISITION, INC.

Dated as of January 15, 2007

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 15th day of January, 2007, among BROADBAND MARITIME, INC., a Delaware corporation (the "Company"), PRIME RESOURCE, INC., a Utah corporation ("Parent"), and PRIME ACQUISITION, INC., a Utah corporation and a wholly owned subsidiary of Parent ("Merger Sub," the Company, Parent, and Merger Sub together are referred to as the "Constituent Corporations").

RECITALS

WHEREAS, the respective boards of directors of each of Parent, Merger Sub and the Company have approved the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement and have adopted, approved and declared advisable this Agreement;

WHEREAS, it is the intent of the Constituent Corporations that immediately following the Effective Time of the Merger, the Merger Sub will have merged with and into the Company; that the Company shall be known as Broadband Maritime, Inc. and be the sole surviving wholly owned subsidiary of the Parent; and that the directors and officers of both the Surviving Corporation and the Parent will be the directors and officers of the Company plus one current director of the Parent;

WHEREAS, the Parent intends to recommend to its shareholders certain amendments to its Articles of Incorporation to be effected at or prior to the closing of the Merger; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with this Agreement;

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

ARTICLE I

The Merger; Closing; Effective Time

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3) Merger Sub shall be merged with and into the Company and the separate corporate existence of Merger Sub shall thereupon cease. The Company shall be the surviving corporation in the Merger (sometimes referred to as the "Surviving Corporation"), such that, at the Effective Time the Company will be a wholly owned operating subsidiary of the Parent, and the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in Article II. The Merger shall have the effects specified in the Delaware General Corporation Law, as amended (the "DGCL"). Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all of the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, restrictions, disabilities and duties of each of the Company and Merger Sub shall become the debts, liabilities, restrictions, disabilities and duties of the Surviving Corporation.

1.2. Closing. Unless otherwise mutually agreed in writing between the Company and Parent, the closing of the Merger (the "Closing") shall take place (i) at the offices of Broadband Maritime Inc., 61 Broadway, Suite 1905, New York, NY 10006, at 10:00 a.m. (Eastern Time) on February 16, 2007 (the "Closing Date") or at such other location or on such other date as the parties shall mutually agree.

1.3. Effective Time. As promptly as practicable following the Closing, the Company and Parent will (a) cause a Certificate of Merger (the "Delaware Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware as provided in Section 252 of the DGCL and (b) cause the Articles of Merger (the "Utah Articles of Merger"), so executed and in such form as is required under the Utah Revised Business Corporation Act (the "UTRBCA"), to be delivered to the Secretary of State of the State of Utah for filing as provided in Section 16-10a-1105 of the UTRBCA. The Merger shall become effective as of the date on which the last of the following occurs: (x) the Utah Articles of Merger have been duly filed with the Secretary of State of the State of Utah and (y) Delaware Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware, or at such later time as may be agreed by the parties and specified in the Delaware Certificate of Merger (the "Effective Time").



ARTICLE II

Certificate of Incorporation and By-Laws
of the Surviving Corporation and Parent

2.1. The Certificate of Incorporation. The certificate of incorporation of the Company as in effect immediately prior to the Effective Time shall be the certificate of incorporation of the Surviving Corporation (the "Charter"), until duly amended as provided therein or by applicable Law.

2.2. The By-Laws. The parties hereto shall take all actions necessary so that the by-laws of Merger Sub in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation (the "By-Laws"), until thereafter amended as provided therein or by applicable Law.

2.3. Articles of Incorporation of Parent. Parent shall take all actions necessary so that its Articles of Incorporation are amended, at or prior to the Effective Time, to change its name to "BBM Holdings, Inc.," to create a class and series of preferred capital stock (shares of the series to be declared to be issuable as a distribution to Parent shareholders prior to the Effective Time, and to include certain shareholder voting supermajority provisions, all as set forth in Exhibit 2.3 to this Agreement (the "Parent Articles Amendments").

ARTICLE III

Officers and Directors
of the Surviving Corporation

3.1. Directors of Surviving Corporation. The parties hereto shall take all actions necessary so that Andrew Limpert and the members of the board of directors of the Company at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-Laws.

3.2. Officers. The parties hereto shall take all actions necessary so that the officers of the Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Charter and the By-Laws.

3.3. Directors of Parent. The parties hereto shall take all actions necessary so that Andrew Limpert and the members of the board of directors of the



Company at the Effective Time shall, from and after the Effective Time, be the directors of the Parent until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles of Incorporation of Parent and the By-Laws of Parent.

ARTICLE IV

Effect of the Merger on Capital Stock;
Exchange of Certificates

4.1. Effect on Capital Stock. At the Effective Time, as a result of the Merger and without any action on the part of the Company, Parent, Merger Sub or any holder of any capital stock of the Company:

(a) Merger Consideration. Each share of Common Stock, par value $0.0001 per share, of the Company (each, a "Common Share") and each share of Class A 5% Convertible Preferred Stock, par value $0.0001 per share, of the Company (each, a "Preferred Share") (the Common Shares and the Preferred Shares, collectively, the "Shares") issued and outstanding immediately prior to the Effective Time (other than the Shares that are owned by shareholders of the Company ("Dissenting Shareholders") who have perfected and not withdrawn a demand for, or otherwise lost, the appraisal rights pursuant to Section 262 of the DGCL (each, an "Excluded Share" and collectively, "Excluded Shares")) shall be converted into the right to receive, respectively: (i) in the case of a Preferred Share, one (1) share of Common Stock, no par value, of Parent ("Parent Common Stock") per 0.0595589330784 Class A Share (the "Preferred Merger Consideration") and (ii) in the case of a Common Share, one (1) share of Parent Common Stock per 59.5589330784 Common Shares (the "Common Merger Consideration"). At the Effective Time, all of the Shares shall cease to be outstanding, shall be cancelled and shall cease to exist, and each certificate (a "Certificate") formerly representing any of such Shares (other than Excluded Shares) shall thereafter represent only the right to receive the Class A Merger Consideration or the Common Merger Consideration, as applicable, and each certificate formerly representing Shares owned by Dissenting Shareholders shall thereafter represent only the right to receive the payments set forth in Section 4.3. Schedule 4.1(a) to this Agreement, incorporated herein by reference, sets forth the issued and outstanding capital stock of Parent immediately following the Effective Time, assuming that there are no Dissenting Shareholders, that no shareholders of Parent have dissented and demanded to be paid for their shares and that the Company issues five hundred thousand (500,000) additional shares of Class A 5% Convertible Preferred Stock (together with Warrants for the purchase of up to two hundred fifty million (250,000,000) shares of Common Stock of the Company.

(b) Cancellation of Shares. Subject to Section 4.3, each Excluded Share shall, by virtue of the Merger and without any action on the part of the holder



thereof, cease to be outstanding, shall be cancelled without payment of any consideration therefor and shall cease to exist.

(c) Merger Sub. At the Effective Time, each share of common stock, no par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into the right to receive one share of common stock of the Surviving Corporation. At the Effective Time, all of the stock of Merger Sub of any class shall cease to be outstanding, shall be cancelled and shall cease to exist, and each Certificate formerly representing any share of common stock, no par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall thereafter represent only the right to receive one share of common stock of the Surviving Corporation. The Parent shall surrender to the Surviving Corporation the certificate representing all the issued and outstanding shares of the Merger Sub or, in the event such certificate is lost, stolen or destroyed, an Affidavit and Indemnity of Lost Certificate in a form acceptable to the Surviving Corporation in exchange for a certificate issued to the Parent representing all the issued and outstanding shares of the Surviving Corporation.

(d) Restricted Stock. The shares of Parent common stock issued to shareholders of the Company as Preferred Merger Consideration and Common Merger Consideration will be "restricted securities" within the meaning of Securities and Exchange Commission Rule 144 (Reg. Section 230.144).

(e) Post-Merger Capitalization of Surviving Corporation. The authorized capital stock of the Surviving Corporation will consist of one hundred thousand (100,000) shares of Common Stock, par value $0.0001 per share, ten thousand (10,000) of which will be validly issued and outstanding and the Parent will be the sole shareholder of the Surviving Corporation.

(f) Post-Merger Capitalization of Parent. The authorized capital stock of the Parent will consist of (i) fifty million (50,000,000) shares of Common Stock, no par value per share, twenty-five million eight hundred ninety-three thousand six hundred twenty-one (25,893,621) of which (assuming that there are no Dissenting Shareholders and that no shareholders of the Parent have dissented and demanded to be paid for their shares and that no shares have been issued or redeemed by either Parent or the Company other than the issuance by the Company of five hundred thousand (500,000) additional shares of Class A 5% Convertible Preferred Stock (together with Warrants for the purchase of up to two hundred fifty million (250,000,000) shares of Common Stock of the Company)) will be validly issued and outstanding and (ii) ten million (10,000,000) shares of Preferred Stock, no par value per share, one million four hundred fifty-four thousand ninety (1,454,090) of which shares are designated as Series A Preferred Shares, all of which Series A Preferred Shares will have been issued as a dividend pro rata to holders of Common Stock prior to the Effective Time.

4.2. Exchange of Certificates.

(a) Immediately after the Effective Time, upon surrender by a holder of Shares to the Surviving Corporation of the certificates which immediately prior to the Effective Time represented shares of Common Shares or Preferred Shares, together with a duly executed stock power relating to such Shares, the Surviving Corporation shall deliver to such holder such holder's Common Merger Consideration or Preferred Merger Consideration, as applicable. In the event of any lost, stolen or destroyed certificate representing Shares, the record owner of such certificate may tender in lieu of such certificate an Affidavit and Indemnity of Lost Certificate in a form acceptable to the Surviving Corporation.

(b) Transfers. From and after the Effective Time, there shall be no transfers on the stock transfer books of the Company of the Shares that were outstanding immediately prior to the Effective Time. If, after the Effective Time, any Certificate is presented to the Surviving Corporation or Parent for transfer, it shall be cancelled and exchanged for Common Merger Consideration or Preferred Merger Consideration, as applicable, to which the holder thereof is entitled pursuant to this Article IV.

(c) Withholding Rights. Each of Parent and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of the Shares such amounts as it is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any other applicable state, local or foreign Tax (as defined in Section 5.1(l)) law. To the extent that amounts are so withheld by the Surviving Corporation or Parent, as the case may be, such withheld amounts (i) shall be remitted by Parent or the Surviving Corporation, as applicable, to the applicable Governmental Entity, and (ii) shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares in respect of which such deduction and withholding was made by the Surviving Corporation or Parent, as the case may be.

4.3. Appraisal Rights. (a) Company Appraisal Rights. No Person who has perfected a demand for appraisal rights pursuant to DEGCL Section 262 shall be entitled to receive the Common Merger Consideration, the Preferred Merger Consideration or any dividends or other distributions pursuant to this Article IV unless and until the holder thereof shall have effectively withdrawn the demand for, or otherwise lost such holder's right to, appraisal under the DEGCL, and any Dissenting Shareholder shall be entitled to receive only the payment provided by DEGCL Section 262 with respect to Shares owned by such Dissenting Shareholder. For the purposes of this Agreement, the term "Person" shall mean any individual, corporation (including not-for-profit), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, governmental entity or other entity of any kind or nature. If any Dissenting Shareholder shall have effectively withdrawn the demand for, or otherwise lost the right to, appraisal with respect to any Shares, such Dissenting Shareholder shall be entitled to



receive only the amount to which such shareholder would be entitled pursuant to this Article IV. The Company shall give Parent (i) prompt notice of any written demands for appraisal, attempted withdrawals of such demands, and any other instruments served pursuant to applicable law received by the Company relating to shareholders' rights of appraisal and (ii) the opportunity to direct all negotiations and proceedings with respect to demand for appraisal under the DEGCL. The Company shall provide such notices and take such actions as are required by law with respect to the administration of the appraisal rights provided pursuant to the DEGCL.

(b) Parent Appraisal Rights. Any Person who has perfected a demand for appraisal rights pursuant to Utah Revised Business Corporation Act (URBCA) Section 16-10(a)-1301-1333 (a "Prime Dissenter") shall be entitled to receive the fair value of their shares unless and until the holder thereof shall have effectively withdrawn the demand for, or otherwise lost such holder's right to, appraisal under the URBCA. The Parent shall give Company (i) prompt notice of any written demands for appraisal, attempted withdrawals of such demands, and any other instruments served pursuant to applicable law received by the Parent relating to shareholders' rights of appraisal. The Parent shall provide such notices and take such actions as are required by law with respect to extending appraisal rights pursuant to the UTRBCA with respect to the transactions contemplated by this Agreement. The Parent shall provide the Company with a reasonable opportunity to review and comment on written material provided to shareholders in connection with the granting and administration of appraisal rights.

4.4. Treatment of Stock Plans, Phantom Shares and Share Loans

(a) Treatment of Options and Warrants. At the Effective Time, each debenture, warrant, option and other right with respect to shares of any class of the Company granted and unexercised immediately prior to the Effective Time (a "Company Option"), vested or unvested, shall be converted into a debenture, warrant, option or other right, as the case may be, to acquire Common Stock of the Parent at the rate of one (1) share of Parent Common Stock per 59.5589330784 Common Shares and one (1) share of Parent Common Stock per 0.0595589330784 Preferred Share issuable upon exercise of the Company Option. The debentures, warrants, options or other rights that will be granted and exercisable for shares of Parent Common Stock at the Effective Time, in the aggregate, are set forth on Schedule 4.1(a) to this Agreement.

(b) Corporate Actions. At or prior to the Effective Time, the Company, the board of directors of the Company shall adopt any resolutions and take any actions which are necessary or appropriate to effectuate the provisions of Section 4.4(a).



ARTICLE V

Representations and Warranties

5.1. Representations and Warranties of the Company. Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to Parent by the Company prior to entering into this Agreement (the "Company Disclosure Letter"), (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Letter shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent), the Company hereby represents and warrants to Parent and Merger Sub that:

(a) Organization, Good Standing and Qualification. The Company is a legal entity duly organized, validly existing and in good standing (where applicable) under the Laws (as defined in Section 5.1(i)) of its jurisdiction of organization and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in such good standing, or to have such power or authority, are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect (as defined below). As used in this Agreement, the term "Company Material Adverse Effect" means a material adverse effect on the financial condition, business or results of operations of the Company, taken as a whole; provided, however, that none of the following, or the results thereof, shall constitute a Company Material Adverse Effect:

(A) any change in the economy, capital markets, financial markets, regulatory or political conditions (including any change in foreign exchange rates) generally in the United States or other countries in which the Company conducts material operations or as a result of an act of war, terrorism, civil unrest of similar event, in each case, that does not have a materially disproportionate effect on the Company relative to other business entities affected in the relevant jurisdiction or market;

(B) any change that is the result of factors generally affecting the industries in which the Company operate that does not have a materially disproportionate effect on the Company relative to other business entities affected in the relevant jurisdiction or market;

(C) any loss of, or adverse change in, the relationship of the Company, contractual or otherwise, with its customers, employees or suppliers arising out of the execution, delivery or performance of this Agreement, the consummation of the transactions contemplated by this Agreement or the announcement of any of the foregoing;



(D) any change in the applicable GAAP or in any statute, rule or regulation (or the official interpretation thereof) unrelated to the Merger and of general applicability after the date hereof that does not have a materially disproportionate effect on the Company relative to other business entities affected in the relevant jurisdiction or market;

(E) any action, suit or claim brought, or any public campaign started, by or on behalf of a competitor of the Company, in each case, after the date of this Agreement;

(F) any action or omission by the Company required or expressly

permitted by the terms of this Agreement or taken with the consent of Parent;

(G) any failure by the Company to meet any estimates of revenues or earnings for any period ending on or after the date of this Agreement and prior to the Closing; provided, that the exception in this clause (G) shall not prevent or otherwise affect a determination that any change, effect, event, occurrence, state of facts or development underlying such failure has resulted in, or contributed to, a Company Material Adverse Effect;

(H) any existing event or occurrence or circumstance with respect to which Parent has knowledge as of the date hereof; and

(I) any action taken, or any omission to act, by Parent or any of its Affiliates.

(b) Capitalization.

(i) The authorized capital stock of the Company consists of two billion two hundred million (2,200,000,000) shares of Common Stock, par value $0.0001 per share, and one million seventy-two thousand twenty (1,072,020) shares of Preferred Stock, par value $0.0001 per share, of which all are designated Class A 5% Convertible Preferred Stock.

(ii) The Company has fewer than thirty-five non-accredited shareholders, all of whom are sophisticated, within the meaning of Rule 501 under Regulation D of the Securities Act of 1933 ("Securities Act"). The Company will prepare and deliver offering materials, with respect to the Parent common stock constituting the Common Merger Consideration and the Preferred Merger Consideration, that satisfy the requirements of Rule 502 under Regulation D of the Securities Act.

(c) Corporate Authority; Approval and Fairness. (i) The Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement, subject only to approval of the plan of Merger contained in this Agreement by the holders of (A) a majority of the outstanding Preferred Shares, voting as a single class, and (B) a



majority of the outstanding Common Shares, voting as a single class, in each case, entitled to vote on such matter at a shareholders' meeting duly called and held for such purpose (together, the "Requisite Company Vote"), and to consummate the Merger. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by Parent and Merger Sub, constitutes a valid and binding agreement of the Company enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Bankruptcy and Equity Exception").

(ii) On or prior to the date of this Agreement, the board of directors of the Company has (A) determined that the Merger is in the best interests of the Company and its shareholders, adopted a plan of Merger contained in this Agreement, approved the Merger and the other transactions contemplated hereby and, subject to Section 6.2(c), resolved to recommend approval of the plan of Merger contained in this Agreement to the holders of Shares entitled to vote thereon (the "Company Recommendation") and (B) directed that the plan of Merger contained in this Agreement be submitted to the holders of Shares entitled to vote thereon for their approval.

(d) Governmental Filings; No Violations; Certain Contracts, Etc. To the Company's knowledge (except with respect to any state or federal securities law filings or approvals):

(i) No notices, reports or other filings are required to be made by the Company with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by the Company from, any domestic (including federal, state or local) or foreign governmental or regulatory authority, agency, commission, body, court or other legislative, executive or judicial governmental entity (each, a "Governmental Entity"), in connection with the execution, delivery and performance of this Agreement by the Company and the consummation of the Merger and the other transactions contemplated hereby, except those that the failure to make or obtain are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

(ii) The execution, delivery and performance of this Agreement by the Company do not, and the consummation of the Merger and the other transactions contemplated hereby will not, constitute or result in (A) a breach or violation of, a termination (or right of termination) or a default under, the creation or acceleration of any obligations or the creation of a Lien on any of the assets

of the Company pursuant to any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation not otherwise terminable by the other party thereto on 90 days' or less notice (each, a "Contract") binding upon the Company or, assuming (solely with respect to performance of this Agreement and consummation of the Merger and the other transactions contemplated hereby) compliance with the matters referred to in Section



5.1(d)(i), under any Law to which the Company is subject or (B) any change in the rights or obligations of any party under any Contract binding on the Company, except for any such breach, violation, termination, default, creation, acceleration or change that, individually or in the aggregate, is not reasonably likely to have a Company Material Adverse Effect or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

The term "knowledge" when used in this Agreement with respect to: (1) the Company or the executive officers of the Company shall mean the actual knowledge of Mary Ellen Kramer, President and (2) the Parent or the Merger Sub or the executive officers of Parent shall mean the actual knowledge of Andrew Limpert, Terry Deru, and Scott Deru, in each case, having made reasonable review and inquiry.

(e) Litigation. As of the date of this Agreement, there are no civil, criminal or administrative actions, suits, claims, hearings, arbitrations, inquiries, investigations or other proceedings pending or, to the knowledge of the executive officers of the Company, threatened against the Company, except for those that are not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect. As of the date of this Agreement, the Company is not a party to or subject to the provisions of any judgment, order, writ, injunction, decision, determination, decree or award of any Governmental Entity which is, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement.

(f) Employee Benefits.

(i) The Company (i) has satisfied all contribution obligations in respect of each of its employee benefit plans, and (ii) is and has at all times been in compliance in all material respects with all applicable provisions of the federal Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code of 1986, as amended (the "Code"), with respect to each such plan. No employee benefit plan or trust created thereunder has at no time incurred any accumulated funding deficiency (as such term is defined in Section 302 of ERISA), whether or not waived.

(ii) Neither the Company nor any employee benefit plan thereof, or any trust created thereunder or any trustee or administrator thereof, has engaged in any prohibited transaction (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) that would subject any person to the penalty or tax on such transactions imposed by Section 502 of ERISA or 4975 of the Code. As used in this Section, the term "employee benefit plan" shall have the meaning specified in Section 3 of ERISA.

(g) Compliance with Laws; Licenses. To the Company's knowledge, the businesses of the Company is not being conducted in violation of any United States (federal, state or local) or non-United States law, statute or ordinance, common law or



any rule, regulation, standard, judgment, order, writ, injunction, decree, agency requirement, license or permit of any Governmental Entity or any award or directive of any arbitration or mediation panel (collectively, "Laws"), except for violations that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect. The Company has obtained and is in compliance with all permits, licenses, certifications, approvals, authorizations, registrations, consents, authorizations, franchises, variances, exemptions and orders issued or granted by a Governmental Entity ("Licenses") necessary to conduct its business as presently conducted except for the absence of such Licenses or such non-compliance which is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(h) Takeover Statutes. Assuming the accuracy of Parent's and Merger Sub's representations in Section 5.2(j), no "fair price," "moratorium," "control share acquisition" or other similar anti-takeover statute or regulation (each a "Takeover Statute") or any anti-takeover provision in the Company's articles of incorporation and by-laws is applicable to Parent, the Shares, the Merger or the other transactions contemplated by this Agreement.

(i) Environmental Matters.

(A) The Company is in compliance with all applicable Environmental Laws, except for such noncompliance as is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(B) The Company possesses all permits, licenses, registrations, identification numbers, authorizations and approvals required under applicable Environmental Laws for the operation of the business as presently conducted, other than as is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(C) The Company has not received any written claim, notice of violation or citation concerning any violation or alleged violation of any applicable Environmental Law during the past three years, except as is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(D) There are no writs, injunctions, decrees, orders or judgments outstanding, or any actions, suits or proceedings pending or, to the knowledge of the executive officers of the Company, threatened, concerning compliance by the Company with any Environmental Law, except as is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect.

(ii) Notwithstanding any other representation and warranty in Article V, the representations and warranties contained in this Section constitute the sole representations and warranties of the Company relating to any Environmental Law.



(iii) As used herein, the term "Environmental Law" means any applicable law, regulation, code, license, permit, order, decree or injunction from any Governmental Entity relating to the protection of the environment (including air, water, soil and natural resources).

(j) Taxes. Except as would not, individually or in the aggregate, reasonably be likely to have a Company Material Adverse Effect, the Company (i) has duly and timely filed (taking into account any extension of time within which to file) all Tax Returns (as defined below) required to be filed it and all such filed Tax Returns are complete and accurate in all material respects; (ii) has paid all Taxes (as defined below) that are shown as due on such filed Tax Returns or that the Company is obligated to withhold from amounts owing to any employee, creditor or third party, except with respect to matters contested in good faith or for which adequate reserves have been established; and (iii) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. Except as is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect, as of the date hereof, there are not pending or, to the knowledge of the executive officers of the Company threatened in writing, any audits, examinations, investigations or other proceedings in respect of Taxes or Tax matters.

As used in this Agreement, (i) the term "Tax" (including, with correlative meaning, the term "Taxes") includes all federal, state, local and foreign income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, together with all interest, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions, and (ii) the term "Tax Return" includes all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

(k) Labor Matters. As of the date of this Agreement, (i) the Company is not a party to or otherwise bound by any collective bargaining agreement or other Contract with a labor union or labor organization, nor is the Company subject of any material proceeding asserting that the Company has committed an unfair labor practice or seeking to compel it to bargain with any labor union or labor organization nor is there pending or, to the knowledge of the executive officers of the Company, threatened, nor has there been for the past five years, any labor strike, dispute, walk-out, work stoppage, slow-down or lockout involving the Company, and (ii) to the knowledge of the executive officers of the Company, there are no organizational efforts with respect to the formation of a collective bargaining unit presently being made involving employees of the Company.

(l) Intellectual Property. Except as is not, individually or in the aggregate, reasonably likely to have a Company Material Adverse Effect:

(i) the Company has sufficient rights to use all Intellectual Property used in its business as presently conducted and there is no litigation, opposition, cancellation, proceeding, objection or claim pending, asserted or, to the knowledge of the executive officers of the Company, threatened, concerning the ownership, validity, registerability, enforceability, infringement or use of, or licensed right to use, any Intellectual Property.

(ii) the Company has not granted any licenses or other rights to third parties to use its Intellectual Property, other than non-exclusive licenses granted in the ordinary course of business pursuant to standard terms.

(iii) (A) the IT Assets operate and perform in accordance with their documentation and functional specifications and otherwise as required by the Company in connection with its business; (B) to the knowledge of the executive officers of the Company, as of the date hereof, no person has gained unauthorized access to the IT Assets; and (C) the Company has implemented reasonable backup and disaster recovery technology consistent with industry practices.

For purposes of this Agreement, the following terms have the following meanings:

"Intellectual Property" means all (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, trade names, and other indicia of origin, all applications and registrations for the foregoing, and all goodwill associated therewith and symbolized thereby, including all renewals of same; (ii) inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (iii) confidential information, trade secrets and know-how, including processes, schematics, business methods, formulae, drawings, prototypes, models, designs, customer lists and supplier lists (collectively, "Trade Secrets"); (iv) published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof; and (v) all other intellectual property or proprietary rights, in each case, to the extent recognized by applicable Law.

"IT Assets" of a Person means computers, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, and other information technology equipment owned by such Person.

(m) Insurance. As of the date of this Agreement, each of the Company's insurance policies is in full force and effect and all premiums due with respect to such insurance policies have been paid, with such exceptions that, individually or in the aggregate, are not reasonably likely to have a Company Material Adverse Effect.



(n) Brokers and Finders. Neither the Company nor any of its officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders, fees in connection with the Merger or the other transactions contemplated by this Agreement, except that the Company has employed Griffin Securities, Inc. as its financial advisor, the arrangements with which have been disclosed in writing to the Parent prior to the date hereof.

(o) No Other Representations and Warranties. Except as expressly set forth in this Section 5.1, the Company makes no representation or warranty, express or implied, at law or in equity, in respect of the Company or its assets, liabilities or operations, on which Parent or Merger Sub may rely, and any such other representations or warranties are hereby expressly disclaimed.

5.2. Representations and Warranties of Parent and Merger Sub. Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to the Company by Parent prior to entering into this Agreement (the "Parent Disclosure Letter"), (it being agreed that disclosure of any item in any section or subsection of the Parent Disclosure Letter shall be deemed disclosure with respect to any other section or subsection to which the relevance of such item is reasonably apparent), Parent and Merger Sub each hereby represent and warrant to the Company that:

(a) Organization, Good Standing and Qualification. Each of Parent and Merger Sub is a legal entity duly organized, validly existing and in good standing (where applicable) under the Laws of its respective jurisdiction of organization and has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as presently conducted and is qualified to do business and is in good standing as a foreign

corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so organized, qualified or in such good standing, or to have such power or authority, are not, individually or in the aggregate, reasonably likely to have a Parent Material Adverse Effect (as defined below). As used in this Agreement, the term "Parent Material Adverse Effect" means a material adverse effect on the financial condition, business or results of operations of the Parent and/or the Merger Sub, taken as a whole or delay or impair the ability of the Parent and/or the Merger Sub to consummate the Merger and the other transactions contemplated by this Agreement provided, however, that none of the following, or the results thereof, shall constitute a Parent Material Adverse Effect:

(A) any change in the economy, capital markets, financial markets, regulatory or political conditions (including any change in foreign exchange rates) generally in the United States or other countries in which the Parent and/or the Merger Sub conducts material operations or as a result of an act of war, terrorism, civil unrest of similar event, in each case, that does not have a materially disproportionate effect on the Parent and/or the Merger Sub relative to other business entities affected in the relevant jurisdiction or market;



(B) any change that is the result of factors generally affecting the industries in which the Parent and/or the Merger Sub operate that does not have a materially disproportionate effect on the Parent and/or the Merger Sub relative to other business entities affected in the relevant jurisdiction or market;

(C) any loss of, or adverse change in, the relationship of the Parent and/or the Merger Sub, contractual or otherwise, with its customers, employees or suppliers arising out of the execution, delivery or performance of this Agreement, the consummation of the transactions contemplated by this Agreement or the announcement of any of the foregoing;

(D) any change in the applicable GAAP or in any statute, rule or regulation (or the official interpretation thereof) unrelated to the Merger and of general applicability after the date hereof that does not have a materially disproportionate effect on the Parent and/or the Merger Sub relative to other business entities affected in the relevant jurisdiction or market;

(E) any action, suit or claim brought, or any public campaign started, by or on behalf of a competitor of the Parent and/or the Merger Sub, in each case, after the date of this Agreement;

(F) any action or omission by the Parent and/or the Merger Sub required or expressly permitted by the terms of this Agreement or taken with the consent of the Company;

(G) any failure by the Parent and/or the Merger Sub to meet any estimates of revenues or earnings for any period ending on or after the date of this Agreement and prior to the Closing; provided, that the exception in this clause (G) shall not prevent or otherwise affect a determination that any change, effect, event, occurrence, state of facts or development underlying such failure has resulted in, or contributed to, a Parent Material Adverse Effect;

(H) any existing event or occurrence or circumstance with respect to which the Company has knowledge as of the date hereof; and

(I) any action taken, or any omission to act, by the Company or any of its Affiliates..

Parent has made available to the Company a complete and correct copy of Parent's and Merger Sub's certificates of incorporation and by-laws or comparable governing documents, each as amended to the date hereof, and each as so delivered is in full force and effect.



(b) Capitalization

(i) Capitalization of Parent; Subsidiary. The authorized capital stock of Parent consists of (i) fifty million (50,000,000) shares of Parent Common Stock, one million five hundred eighteen thousand eight hundred sixty (1,518,860) of which are validly issued treasury shares, but are not outstanding, and one million four hundred fifty-four thousand ninety (1,454,090) of which are validly issued and outstanding and (ii) ten million (10,000,000) shares of Preferred Stock, no par value per share, one million four hundred fifty-four thousand ninety (1,454,090) of which shares are designated as Series A Preferred Shares, which will have been declared as a distributable to

shareholders of record prior to the Effective Time but which are not issued and outstanding. The authorized and issued capital stock of Parent is set forth in Schedule 5.2(b)(i) to this Agreement. There are (i) no other shares of capital stock or voting securities of Parent, (ii) no securities of Parent convertible into or exchangeable for shares of capital stock or voting securities of Parent and (iii) no options or other rights to acquire from Parent, and no obligations of Parent to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of Parent. Except as set forth in Section 5.2 (b)(ii) of the Parent Disclosure Letter, Parent has not conducted any business since May 1, 2006 and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement. Other than the Merger Sub, the Parent does not have any subsidiaries and does not own any capital stock or membership interest in any other entity.

(ii) Capitalization of Merger Sub. The authorized capital stock of Merger Sub consists of 100,000 shares of Common Stock, no par value per share, 10,000 of which are validly issued and outstanding. All of the issued and outstanding capital stock of Merger Sub is, and at the Effective Time will be, owned by Parent, and there are (i) no other shares of capital stock or voting securities of Merger Sub, (ii) no securities of Merger Sub convertible into or exchangeable for shares of capital stock or voting securities of Merger Sub and (iii) no options or other rights to acquire from Merger Sub, and no obligations of Merger Sub to issue, any capital stock, voting securities or securities convertible into or exchangeable for capital stock or voting securities of Merger Sub. Merger Sub has not conducted any business prior to the date hereof and has no, and prior to the Effective Time will have no, assets, liabilities or obligations of any nature other than those incident to its formation and pursuant to this Agreement and the Merger and the other transactions contemplated by this Agreement.

(c) Corporate Authority.

(i) No vote of holders of capital stock of Parent is necessary to approve this Agreement and the Merger or any of the other transactions contemplated hereby. Each of Parent and Merger Sub has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its



obligations under this Agreement, subject only to the adoption of this Agreement by Parent as the sole stockholder of Merger Sub (the "Requisite Parent Vote"), and to consummate the Merger. This Agreement has been duly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery by the Company, constitutes a valid and binding agreement of Parent and Merger Sub, enforceable against each of Parent and Merger Sub in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(ii) On or prior to the date of this Agreement, the board of directors of the Merger Sub has determined that the Merger is in the best interests of the Merger Sub and its shareholders, adopted a plan of Merger contained in this Agreement, approved the Merger and the other transactions contemplated hereby and, subject to Section 6.2(c), resolved to recommend approval of the plan of Merger contained in this Agreement to the holders of Shares entitled to vote thereon (the "Board Recommendation")

(d) Governmental Filings; No Violations; Etc. To the Parent's knowledge (except with respect to any state or federal securities law filings or approvals):

(i) No notices, reports or other filings are required to be made by Parent or Merger Sub with, nor are any consents, registrations, approvals, permits or authorizations required to be obtained by Parent or Merger Sub from, any Governmental Entity in connection with the execution, delivery and performance of this Agreement by Parent and Merger Sub and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby or in connection with the continuing operation of the business of Parent following the Effective Time, except those that the failure to make or obtain are not, individually or in the aggregate, reasonably likely to prevent, materially delay or materially impair Parent's or Merger Sub's ability to consummate the Merger and the other transactions contemplated by this Agreement.

(ii) The execution, delivery and performance of this Agreement by Parent and Merger Sub do not, and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby will not, constitute or result in (A) a material breach or violation of the certificate of incorporation or by-laws or equivalent organizational documents of Parent and Merger Sub or the comparable governing instruments of any of its Subsidiaries, (B) with or without notice, lapse of time or both, a breach or violation of, a termination (or right of termination) or a default under, the creation or acceleration of any obligations or the creation of a Lien on any of the assets

of Parent or any of its Subsidiaries pursuant to, any Contracts binding upon Parent or any of its Subsidiaries, or, assuming (solely with respect to performance of this Agreement and consummation of the Merger and the other transactions contemplated hereby) compliance with the matters referred to in Section 5.2(d)(i), under any Laws or governmental or non-governmental permits or licenses to which Parent or any of its Subsidiaries is subject or (C) any change in the rights or obligations of any party under any Contract binding on Parent or any of its Subsidiaries, except, in the case of clause (B)



or (C) above, for any such breach, violation, termination, default, creation, acceleration or change that, individually or in the aggregate, is not reasonably likely to prevent, materially delay or materially impair Parent's or Merger Sub's ability to consummate the Merger and the other transactions contemplated by this Agreement.

(e) Litigation. As of the date of this Agreement, there are no civil, criminal, administrative or legislative actions, suits, claims, hearings, arbitrations, inquiries, investigations or other proceedings pending or, to the knowledge of the executive officers of Parent, threatened against, and no Law (including any Orders of any Governmental Entity) involving, Parent or Merger Sub that enjoin or have, or seek to enjoin or are reasonably likely to have, the effect of preventing, making illegal or otherwise interfering with, the Merger or any of the other transactions contemplated by this Agreement, except for those that are not, individually or in the aggregate, reasonably likely to prevent, materially delay or materially impair Parent's or Merger Sub's ability to consummate the Merger and the other transactions contemplated by this Agreement. As of the date of this Agreement, neither the Parent nor any of its Subsidiaries is a party to or subject to the provisions of any judgment, order, writ, injunction, decision, determination, decree or award of any Governmental Entity which is, individually or in the aggregate, reasonably likely to prevent, materially delay or materially impair Parent's or Merger Sub's ability to consummate the transactions contemplated by this Agreement.

(f) Employee Benefits.

(i) The Parent (i) has satisfied all contribution obligations in respect of each of its employee benefit plans, and (ii) is and has at all times been in compliance in all material respects with all applicable provisions of ERISA and Code, with respect to each such plan. No employee benefit plan or trust created thereunder has at no time incurred any accumulated funding deficiency (as such term is defined in Section 302 of ERISA), whether or not waived.

(ii) Neither the Parent nor any employee benefit plan thereof, or any trust created thereunder or any trustee or administrator thereof, has engaged in any prohibited transaction (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) that would subject any person to the penalty or tax on such transactions imposed by Section 502 of ERISA or 4975 of the Code. As used in this Section, the term "employee benefit plan" shall have the meaning specified in Section 3 of ERISA.

(iii) Since January 1, 2007, Parent has had no employees, no payroll with respect to its or any other Person's employees and no payroll obligations of any nature.

(g) Compliance with Laws; Licenses. To the Parent's knowledge, the business of the Parent has not at any time been conducted in violation of any Laws (as defined in Section 5.1(g)).

(h) Environmental Matters.



(A) The Parent and Merger Sub are in compliance with all applicable Environmental Laws, except for such noncompliance as is not, individually or in the aggregate, reasonably likely to have a Parent Material Adverse Effect.

(B) The Parent and the Merger Sub possess all permits, licenses, registrations, identification numbers, authorizations and approvals required under applicable Environmental Laws for the operation of their respective business as presently conducted, other than as is not, individually or in the aggregate, reasonably likely to have a Parent Material Adverse Effect.

(C) Neither the Parent nor the Merger Sub has received any written claim, notice of violation or citation concerning any violation or alleged violation of any applicable Environmental Law during the past three years, except as is not, individually or in the aggregate, reasonably likely to have a Parent Material Adverse Effect.

(D) To the Parent's knowledge, there are no writs, injunctions, decrees, orders or judgments outstanding, or any actions, suits or proceedings pending or, to the knowledge of the executive officers of the Parent, threatened, concerning compliance by either the Parent or the Merger Sub with any Environmental Law, except as is not, individually or in the aggregate, reasonably likely to have a Parent Material Adverse Effect.

(ii) Notwithstanding any other representation and warranty in Article V, the representations and warranties contained in this Section constitute the sole representations and warranties of the Parent and the Merger Sub relating to any Environmental Law.

(i) Taxes.

(A) The Parent (i) has duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed it and all such filed Tax Returns are complete and accurate in all material respects; (ii) has paid all Taxes that are shown as due on such filed Tax Returns or that the Parent is obligated to withhold from amounts owing to any employee, creditor or third party, except with respect to matters contested in good faith or for which adequate reserves have been established; and (iii) has not waived any statute of limitations with respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. As of the date hereof, there are not pending or, to the knowledge of the executive officers of the Parent threatened in writing, any audits, examinations, investigations or other proceedings in respect of Taxes or Tax matters.

(B) The Parent and the Parent's subsidiaries have complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes.



(C) The Parent has not received any written notice of any action, suit, proceeding, audit or claim now proposed or pending against or with respect to the Parent or any subsidiary of the Parent.

(D) There are no liens or encumbrances for Taxes on any of the assets of the Parent or its subsidiaries.

(E) Neither the Parent nor any of its subsidiaries is a party to any tax allocation, tax sharing, tax indemnity or similar agreement (whether or not in writing), arrangement or practice with respect to Taxes.

(j) Ownership of Shares. Neither Parent nor any of its Subsidiaries "beneficially owns," or is the "beneficial owner" of, any Shares (terms in quotation marks in this Section 5.2(j) having the meaning ascribed to such terms under Rule 13d-3(a) under the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act")).

(k) Brokers and Finders. Neither the Parent nor the Merger Sub nor any of their respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finders fees in connection with the Merger or the other transactions contemplated in this Agreement.

(l) Available Funds. Parent has, and as of the Closing Date will have, available to it all funds necessary to satisfy all of its obligations hereunder and in connection with the Merger and any other transactions contemplated hereunder

(m) Parent SEC Documents

(i) The Parent has made available to the Company all reports, filings, registration statements and other documents required to be filed by Parent with the SEC (collectively, the "Parent SEC Documents"). The Parent has filed all reports, filings, registration statements and other documents required to be filed by it with the SEC. No subsidiary of the Parent is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and no subsidiary of the Parent is an investment company registered or required to be registered under the Investment Company Act of 1940.

(ii) As of its filing date, each Parent SEC Document complied as to form in all material respects with the applicable requirements of the Securities Act and/or the Exchange Act, as the case may be.

(iii) No Parent SEC Document filed pursuant to the Exchange Act contained, as of its filing date, any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. No Parent SEC Document, as amended or supplemented, if applicable, filed pursuant to the Securities Act contained, as of the date such document or amendment became effective, any untrue

statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(n) Financial Statements; No Material Undisclosed Liabilities.

(A) The audited consolidated financial statements and unaudited consolidated interim financial statements of the Parent included in the Company 10-KSB and the Company 10-QSB fairly present in all material respects, in conformity with generally accepted accounting principles applied on a consistent basis ("GAAP") (except as may be indicated in the notes thereto), the consolidated financial position of the Parent and its consolidated Parent subsidiaries as of the dates thereof and their consolidated results of operations and changes in financial position for the periods then ended (subject to normal year-end adjustments in the case of any unaudited interim financial statements).

(B) There are no liabilities of the Parent or any Parent subsidiary of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, in each case, that are required by GAAP to be set forth on a consolidated balance sheet of the Parent, other than:

a. liabilities or obligations disclosed or provided for in the Parent's most recent balance sheet or disclosed in the notes thereto; and

b. liabilities or obligations under this Merger Agreement or incurred in connection with the transactions contemplated hereby

(o) Contracts.

(A) As of the date hereof, the exhibit index to the Parent's most recently filed Annual Report on Form 10-KSB, includes each contract (including all amendments thereto) to which the Parent or any Parent subsidiaries is a party or by which any of them is bound and (i) which would be required, pursuant to the Exchange Act and the rules and regulations thereunder, to be filed as an exhibit to an Annual Report of the Parent on Form 10-KSB, a Quarterly Report of the Parent on Form 10-QSB or a Current Report of the Parent on Form 8-K (without regard to whether such report is now due to be filed) or (ii) involves payments by or to the Parent or any Parent subsidiary in calendar year 2006 or any subsequent calendar year (collectively, the "Parent Contracts").

(B) Each Parent Contract is in full force and effect, constitutes a valid and binding obligation of and is legally enforceable in accordance with its terms against the Parent or Parent Subsidiary, as applicable and, to the knowledge of the Parent, (i) the Parent Contracts are valid, binding and enforceable obligations of the other parties thereto, except as such enforceability may be subject to the effects of any applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws affecting creditors' rights generally or subject to the effects of general equitable



principles (whether considered in a proceeding in equity or at law); (ii) the Parent and/or each Parent Subsidiary, as the case may be, has complied with all of the provisions of such Parent Contracts and is not in default thereunder, and there has not occurred any event which (whether with or without notice, lapse of time, or the happening or occurrence of any other event) would constitute such a default, and the execution of this Merger Agreement by the Parent and its performance hereunder will not cause, or result in, a breach or default under any Parent Contract; (iii) there has not been (A) any failure by the Parent or any Parent Subsidiary or, to the knowledge of the Parent or any Parent Subsidiary, any other party to any such Parent Contract to comply with all material provisions thereof, (B) any default by the Parent or any Parent Subsidiary or, to the knowledge of the Parent or any Parent Subsidiary, any other party thereunder or (C) to the knowledge of the Parent (1) any cancellation thereof in writing which has not been cured or (2) any outstanding dispute thereunder which has not been cured.

(C) Neither the Parent nor any Parent subsidiary is a guarantor or otherwise liable for any liability or obligation (including any indebtedness of any kind) of any Person.

(D) No officer, director or significant stockholder of the Parent or any Parent subsidiary, or affiliate of such officer, director or significant stockholder, is currently a party to any transaction, understanding or commitment with the Parent or any Parent subsidiary, including, without limitation, any Agreement providing for the employment of, furnishing of

services by, rental of assets from or to, requiring payments on a change of control of the Parent or otherwise requiring payments to, any such officer, director, significant stockholder or affiliate.

(E) Neither the Parent nor any Parent subsidiary is a party to any contract with the United States government or to any other material government contract.

(p) Certain Agreements. None of the Parent, any subsidiary of Parent or any of their respective affiliates are parties to or otherwise bound by any agreement or arrangement that limits or otherwise restricts, in any material respect, the Parent, any subsidiary of Parent or any of their respective affiliates from engaging or competing in any line of business or in any locations.

(q) Affiliates. Except as set forth in Section 5.2(q) of the Parent Disclosure Letter (the "Parent Affiliates"), there are no affiliates of the Parent as of the date hereof as that term is used in SEC Rule 145.

(r) No Other Representations and Warranties. Except as expressly set forth in this Section 5.2, neither Parent nor Merger Sub makes any representation or warranty, express or implied, at law or in equity, in respect of Parent, Merger Sub or any of their respective Subsidiaries or any of their respective assets, liabilities or operations, on which the Company may rely, and any such other representations or warranties are hereby expressly disclaimed.



ARTICLE VI

Covenants

6.1. Publicity. The initial press release regarding the Merger shall be a joint press release and thereafter the Company and Parent each shall consult with each other prior to issuing any press releases or otherwise making public announcements with respect to the Merger and the other transactions contemplated by this Agreement and prior to making any filings with any third party and/or any Governmental Entity (including any national securities exchange or interdealer quotation service) with respect thereto, except (x) for any statements or announcements made in connection with any litigation between the parties to this Agreement or (y) as may be required by Law or by obligations pursuant to any listing agreement with or rules of any national securities exchange or interdealer quotation service or by the instruction or request of any Government Entity, provided that nothing in this Section shall amend, modify or limit in any manner the Parent's reporting obligations under the Exchange Act..

6.2. Employee Benefits. Parent shall, and shall cause the Surviving Corporation to, honor all employee benefit obligations to current and former employees under the Company Benefit Plans in existence on the date hereof.

6.3. Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the Merger and the other transactions contemplated by this Agreement shall be paid by the party incurring such expense.

6.4. Takeover Statutes. If any Takeover Statute is or may become applicable to the Merger or the other transactions contemplated by this Agreement, the Company and its board of directors shall grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise act to eliminate or minimize the effects of such statute or regulation on such transactions.

6.5. Parent Vote. Parent shall vote (or majority consent with respect to) or cause to be voted (or a consent to be given with respect to) any Shares and any shares of common stock of Merger Sub beneficially owned by it or any of its Subsidiaries or with respect to which it or any of its Subsidiaries has the power (by agreement, proxy or otherwise) to cause to be voted (or to provide a consent), in favor of the adoption and approval of this Agreement at any meeting of shareholders of the Merger Sub at which this Agreement shall be submitted for adoption and approval and at all adjournments or postponements thereof (or, if applicable, by any action of shareholders the Merger Sub by majority consent in lieu of a meeting). Parent shall hold a meeting (or obtain the written majority consent) of its shareholders to adopt and approve this Agreement and the Merger and to adopt the Parent Articles Amendments, in the manner and as required under the Articles of Incorporation and Bylaws of Parent and the URBCA.



6.6. Control of Operations. Nothing contained in this Agreement shall give Parent or Merger Sub, directly or indirectly, the right to control or

direct the operations of the Company prior to the Effective Time. Prior to the Effective Time, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its operations.

6.7. Investigation by Parent and the Company; No Knowledge of Misrepresentations or Omissions.

(a) Parent and the Company each agrees and acknowledges that they have conducted its own independent investigation, review and analysis of the business, operations, assets, liabilities and prospects of the other party, which investigation, review and analysis was done by the respective party and its respective representatives. Parent agrees and acknowledges that it and its representatives have been provided access to the personnel, properties, premises and records of the Company for such purpose. Company agrees and acknowledges that it and its representatives have been provided access to the personnel and records of the Parent and Merger Sub for such purpose. In entering into this Agreement, Parent agrees and acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations of the Company, or their respective agents or representatives (except for the specific representations and warranties of the Company set forth in Section 5.1).

(b) Parent and Company each agrees and acknowledges that none of the Company or Parent, respectively, or any of its directors, officers, stockholders, employees, Affiliates, controlling persons, attorneys or agents or representatives makes or has made any representation or warranty, either express or implied, as to the Company or Parent, respectively, or as to the accuracy or completeness of any of the information regarding the Company or Parent, respectively, provided or made available to Parent or Company, respectively or its directors, officers, employees, Affiliates, controlling persons, attorneys or agents or representatives (except for the specific representations and warranties of the Company set forth in Section 5.1), and neither the Company or Parent, respectively, nor any of its directors, officers, employees, Affiliates, controlling persons, attorneys or agents or representatives shall have or be subject to any liability to Parent, Merger Sub or the Company, respectively, or any other Person resulting from the distribution to such Person, or such Person's use of or reliance on, any such information or any information, documents or material made available to Parent, Merger Sub, or the Company, respectively, or any other in expectation of, or in connection with, the transactions contemplated hereby. Parent and Company each further agrees and acknowledges that, as of the date hereof, neither Parent nor Company, respectively, is aware of (x) any representation and warranty of the Company or Parent, respectively, being inaccurate, or (y) a breach of any provision of this Agreement by the Company or Parent, respectively.

(c) Without limiting the generality of the foregoing Sections 6.7(a) and (b), in connection with Parent's investigation of the Company, Parent has received



from the Company and its Affiliates, agents and/or representatives certain projections and other forecasts, including projected financial statements, cash flow items and other data of the Company and certain business plan information of the Company. Parent agrees and acknowledges that (1) there are uncertainties inherent in attempting to make such projections and other forecasts and plans and accordingly is not relying on them, (2) Parent is familiar with such uncertainties, (3) Parent is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections and other forecasts and plans so furnished to it, and (4) Parent shall have no claim against any Person with respect thereto.

(d) The Company agrees and acknowledges that the Company has conducted its own independent investigation, review and analysis of the business, operations, assets, liabilities and prospects of Parent, which investigation, review and analysis was done by the Company and its representatives. The Company agrees and acknowledges that it and its representatives have been provided access to the records of Parent for such purpose. In entering into this Agreement, the Company agrees and acknowledges that it has relied solely upon the aforementioned investigation, review and analysis and not on any factual representations of Parent or its agents or representatives (except for the specific representations and warranties of Parent and Merger Sub set forth in Section 5.2).

6.8. Fiscal Year. As soon as practicable following the Effective Time, the Parent will take such actions as are reasonably necessary or required to effect a change of its fiscal year from a December 31 year end to a September 30 year end.

6.9. Exchange Act Filings.

(a) The Parent will file a current report on Form 8-K and a

corresponding press release within four days of executing this Agreement and a supplemental Form 8-K to be filed within four days of the Effective Time and including the financial information required by Form 8-K.

(b) As soon as practicable following the Effective Time, the Parent will prepare and file with the Securities and Exchange Commission such documents and registration statements as reasonably required to effect the registration of the shares delivered to former Company shareholders as Common Merger Consideration and Preferred Merger Consideration. The principals and management of the Parent prior to the Effective Time shall have a continuing duty to supply information and documents relating to the Parent to the Parent and to reasonably cooperate in such registration process.

6.10. Non-Disclosure. The parties acknowledge the existence of that certain Non-Disclosure Agreement, dated May 11, 2006 ("Confidentiality Agreement"). The Parent and the Merger Sub, until such time as the transactions contemplated by this Agreement are consummated, agree to be bound by the terms and conditions of the NDA



as though an original "Party 1" thereto. This Section shall survive any termination or expiration of this Agreement.

## ARTICLE VII

## Conditions

7.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

(a) Shareholder Approval. (i) The plan of Merger contained in this Agreement shall have been duly approved by holders of Shares in accordance with applicable law and the certificate of incorporation and by-laws of the Company and by the shareholders of Prime in accordance with applicable law, the resolution of the directors of Prime submitting the Merger to majority shareholder vote (or majority consent) and to URBCA Section 16-10(a)-1301 et seq., and the Articles of Incorporation and by-laws of Parent.

(b) Litigation. No court or other Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law, (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Merger or the other transactions contemplated by this Agreement (collectively, an "Order").

(c) Private Equity Financing. On or before February 15, 2007, the Company shall have, in a private offering of its capital stock, sold or entered into binding subscriptions for the sale by it contemporaneously with the Closing, shares of its capital stock in an amount that will result in gross proceeds to the Company of at least four million five hundred thousand dollars ($4,500,000).

7.2. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver by Parent at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company set forth in this Agreement shall be true and correct (giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" or any similar limitation contained herein) as of the Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date); and (ii) Parent shall have received at the Closing a certificate signed on behalf of the Company by an authorized officer of the



Company to the effect that the conditions set forth in this Section 7.2(a) have been satisfied.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and Parent shall have received a certificate signed on behalf of the Company by an authorized officer of the Company to such effect.

(c) No Material Adverse Effect. Since the date of this Agreement,

there shall not have occurred a Company Material Adverse Effect.

(d) Lock-Up Agreements. The Company shall have delivered to Parent, at the Closing, agreements in a form substantially similar to Exhibit 7.2(d) from each of the Company's directors, executive officers (as defined in Exchange Act Rule 3b-7) and holders of ten percent (10%) or more of the outstanding Company voting securities (to be determined consistent with Exchange Act Rule 13d-3) pursuant to which each undertakes to not sell his, her or its shares of Parent Common Stock received as Common or Preferred Merger Consideration on any public, secondary market for a period of 180 days from the effective date of a registration statement on Form SB-2 filed with the Securities and Exchange Commission registering such shares of Parent Common Stock.

(e) Articles of Merger. The Company shall have executed and delivered in a form satisfactory for filing with the Secretary of State's Office for the State of Delaware a Certificate of Merger satisfying the requirements of the DEGCL, and any other documents necessary to effect the Merger.

7.3. Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company at or prior to the Effective Time of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent set forth in this Agreement shall be true and correct (giving effect in the representations and warranties to any qualification or limitation as to "material," "materiality," or "Parent Material Adverse Effect") in all respects as of the Closing Date as though made on and as of such date and time (except to the extent that any such representation and warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct as of such earlier date); and (ii) the Company shall have received at the Closing a certificate signed on behalf of Parent by an authorized officer of Parent to the effect that the conditions set forth in this Section 7.3(a) have been satisfied.

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date, and



the Company shall have received a certificate signed on behalf of Parent and Merger Sub by an authorized officer of Parent to such effect.

(c) Opinion of Counsel. The Company shall have received an opinion from legal counsel to Parent, reasonably satisfactory to the Company, including an opinion that the sale and issuance of Parent capital stock pursuant to this Agreement constitutes a private placement transaction exempt from registration under federal and state securities laws.

(d) Articles of Merger. The Merger Sub shall have executed and delivered in a form satisfactory for filing with the Secretary of State's Office for the State of Utah a Certificate of Merger satisfying the requirements of the UTRBCA, and any other documents necessary to effect the Merger.

(e) Lock-Up Agreements. Messrs. Andrew Limpert, Terry Deru and Scott Deru shall have delivered to the Company, at the Closing, and acknowledgement and consent in a form reasonably satisfactory to the Parent and the Company with respect to each of the agreements required to be delivered under Section 7.2(d).

(f) Appraisal Rights. The Parent and the Prime Indemnifying Parties shall have provided such written material and taken proper action, or properly refrained from taking action in connection with the granting of, and administration of, dissenters' appraisal rights pursuant to the UTRBCA with respect to the merger transaction contemplated by this Agreement.

## ARTICLE VIII

## Termination

8.1. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the approval by shareholders of the Company referred to in Section 7.1(a), by mutual written consent of the Company and Parent by action of their respective boards of directors.

8.2. Termination by Either Parent or the Company. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the board of directors of either Parent or the Company if the Merger shall not have been consummated by April 30, 2007, whether such date is before or after the date of approval by the shareholders of the Company referred to in Section 7.1(a) (the "Termination Date").

8.3. Effect of Termination and Abandonment. (a) In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article VIII, this Agreement shall become void and of no effect with no liability to any



Person on the part of any party hereto (or of any of its Representatives or Affiliates); provided, however, and notwithstanding anything in the foregoing to the contrary, that (i) except as otherwise provided herein, no such termination shall relieve any party hereto of any liability or damages to the other party hereto resulting from any willful or intentional material breach of this Agreement and (ii) the provisions set forth in the second sentence of Section 9.1 shall survive termination of this Agreement; and further provided that, notwithstanding anything to the contrary in this Agreement, there shall be no continuing indemnification liability of any individual in the event that this Agreement is terminated.

ARTICLE IX

Indemnification

9.1. Indemnification Obligations of Parent Officers. From and after the Effective Time, the persons set forth on Schedule 9.1, being the principal officers of Parent immediately prior to the Effective Time (the "Prime Indemnifying Parties") shall, jointly and severally, defend, indemnify and hold harmless, to the fullest extent permitted under applicable Law (and shall, jointly and severally, also advance expenses as incurred to the fullest extent permitted under applicable Law), the Surviving Corporation against any Costs incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to (a) any material inaccuracy in or breach of any representation and warranty made by Parent or the Merger Sub in this Agreement or in any closing document delivered to Company in connection with this Agreement, of which any Prime Indemnifying Party had knowledge (without giving effect to any qualification or limitation in the representation or warranty as to "material," "materiality," or Parent Material Adverse Effect"); (b) any material breach by Parent or the Merger Sub or material failure by Parent or the Merger Sub to comply with any of their covenants or obligations under this Agreement provided, however, that no personal indemnity liability shall attach under this Article as to the indemnifying individuals for any untrue material statement or omission of the Parent referenced by Paragraph 5.2(m)(ii) and (iii) of this Agreement, unless the indemnifying individuals actually knew, or should have known through reasonable inquiry, of such untrue material statements or omissions (without giving effect to any qualification or limitation in the covenant or obligation as to "material," "materiality," or "Parent Material Adverse Effect"); (c) the defense of claims of and payment pursuant to URBCA Section 16-10(a)-1301 et seq. to Prime Dissenters; (d) any material claims by parties other than the Company to the extent caused by acts or omissions of the Parent or the Merger Sub on or prior to the Closing Date, including for Costs which arise or arose out of the Parent's operation or disposition of its business, (e) any Cost related to filings, delinquencies, or failures to file reports under Section 16 of the Exchange Act by affiliates of the Parent and the reporting of such failures or delinquencies by Parent and (f) any Costs arising from third party claims asserted against Parent for any transfers of property or interests or payments of money by Parent or its affiliates for which Prime would be liable. "Costs"



means all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, losses, fines, penalties, damages, costs and expenses, including reasonable attorneys', accountants', investigators', and experts' fees and expenses, sustained or incurred in connection with the defense or investigation of any claim, but shall not include any indirect or consequential damages of any nature.

9.2. Limitations on Indemnification Obligations of Prime Indemnifying Parties. Prime Indemnifying Parties' obligations pursuant to the provisions of Section 9.1 hereof are subject to the following limitations:

(a) The Surviving Corporation shall not be entitled to recover under Section 9.1 unless a claim has been asserted by written notice, setting forth the basis for such claim (a "Notice of Loss"), delivered to the Prime Indemnifying Parties on or prior to the first anniversary of the earlier of the date on which the 2006 Parent audited financial statements and opinion of the auditors of such audited statements are delivered to Parent or March 31, 2007; provided, however, that the foregoing time limitation shall not apply to recovery for Costs described in Section 9.1(f) to the extent such Costs do not

exceed $50,000 and are asserted on or before May 1, 2009, or any inaccuracy in a representation or breach of a warranty contained in Section 5.1(i) (the "Excluded Rep"); provided, further, that in the case of any inaccuracy in a representation or breach of a warranty contained in Section 5.1(i), the time limitation for the assertion of such claims shall be the expiration of the applicable statute of limitations;

(b) The Surviving Corporation shall not be entitled to recover under Section 9.1 to the extent that the aggregate claims actually paid by Prime Indemnifying Parties to the Surviving Corporation thereunder would thereby exceed $5,000,000); provided, however, that the foregoing limitation shall not apply to recovery for any inaccuracy in a representation or breach of a warranty contained in any Excluded Rep;

(c) Prime Indemnifying Parties hereby waive and release any and all rights they may have under this Agreement or otherwise to assert claims of contribution against the Company or the Parent or the Surviving Corporation, except for material omissions or misrepresentations by the Company or its principals which directly cause or contribute to third party claims against the Surviving Corporation under the terms of this Article 9 for which the Prime Indemnifying Parties may be liable.



ARTICLE X

General

10.1. Non-Survival of Representations, Warranties and Agreements. None of the representations, warranties, covenants or agreements in this Agreement and in any certificate delivered pursuant to this Agreement (other than those contained in Article IV, Article V, Article, VI, Article IX and this Article X) shall survive the consummation of the Merger. This Article X, the agreements of the Company, Parent and Merger Sub contained in Section 6.3 (Expenses), Section 8.3 (Effect of Termination and Abandonment), Section 6.10 (Non-Disclosure) and the Confidentiality Agreement shall survive the termination of this Agreement. No other representations, warranties, covenants or agreements in this Agreement shall survive the termination of this Agreement.

10.2. Modification or Amendment. Subject to the provisions of applicable Laws, at any time prior to the Effective Time, this Agreement may be amended, modified or supplemented in writing by the parties hereto, by action of the board of directors of the respective parties.

10.3. Waiver of Conditions. The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

10.4. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

10.5. GOVERNING LAW AND VENUE; SPECIFIC PERFORMANCE. (a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, EXCEPT THAT THE PROVISIONS OF THE DGCL SHALL GOVERN THE MERGER. Notwithstanding the forgoing, the law of the principal place of business of each of the Constituent Corporations shall govern any internal or corporate affairs of the respective Constituent Corporation. The parties hereby irrevocably submit to the personal jurisdiction of the United States District Court for the Southern District of New York ("S.D.N.Y.") and of any court in which appeals from judgments by that court may be heard and, if the S.D.N.Y. lacks subject matter jurisdiction over the action, then the Supreme Court of the State of New York, New York County, and of any court in which appeals from judgments of that court may be heard



(the "Designated Courts") solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated by this Agreement (including the pursuit of injunctive (whether temporary, preliminary or permanent) monetary or other, relief), and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement or of any such document, that that party is not subject to personal jurisdiction in that court or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard

and determined in one of the Designated Courts. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.6 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Designated Courts, this being in addition to any other remedy to which such party is entitled at law or in equity.

10.6. Notices. Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, or by facsimile:

if to Parent or Merger Sub:

Prime Resource, Inc.
1245 Brickyard Road
Salt Lake City UT 84106
Attention: Andrew W. Limpert
Ph. 801-433-2000
fax: 801-433-2222

with a copy to:

Jensen Duffin & Dibb LLP
311 S. State Street, Suite 380
Salt Lake City, Utah 84111
Attention: Julian D. Jensen, Esq.
Telephone: (801) 531-6600



Fax number: (801) 521-3731

if to the Company or the Surviving Corporation:

Broadband Maritime Inc.
61 Broadway, Suite 1905
New York, New York 10006
Attention: Mary Ellen Kramer, President
Telephone: 212-430-6369
Fax number: 212-898-1221

with a copy to:

McLane, Graf, Raulerson & Middleton,
Professional Association
900 Elm Street, P.O. Box 326
Manchester, NH 03105-0326
Attention: Daniel J. Norris
Telephone: 603-628-1408
Fax number: 603-625-5650

if to the Prime Indemnifying Parties:

Terry M. Deru
99 Cove Lane
Layton, Utah 84040
Ph. 801-433-2000
fax: 801-433-2222

Scott E. Deru
6855 Frontier Drive
Morgan, Utah 84050
Ph. 801-433-2000
fax: 801-433-2222

Andrew W. Limpert
8395 Park Hurst
Circle in Sandy, Utah 84094
Ph. 801-433-2000
fax: 801-433-2222

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above. Any notice, request, instruction

or other document given as provided above shall be deemed given to the receiving party upon



actual receipt, if delivered personally; three business days after deposit in the mail, if sent by registered or certified mail; upon confirmation of successful transmission if sent by facsimile (provided that if given by facsimile such notice, request, instruction or other document shall be followed up within one business day by dispatch pursuant to one of the other methods described herein); or on the next business day after deposit with an overnight courier, if sent by an overnight courier. For purposes of this Agreement, the term "business day" shall mean any day ending at 11:59 p.m. (Eastern Time) other than a Saturday or Sunday or a day on which banks are required or authorized to close in the City of New York, New York.

10.7. Entire Agreement. This Agreement (including any exhibits hereto), the Company Disclosure Letter, the Parent Disclosure Letter and the Confidentiality Agreement constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof. EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER PARENT AND MERGER SUB NOR THE COMPANY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY OTHER INFORMATION MADE BY, OR MADE AVAILABLE BY, ITSELF OR ANY OF ITS REPRESENTATIVES WITH RESPECT TO, OR IN CONNECTION WITH, THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING.

10.8. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

10.9. Interpretation; Construction. (a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or



Exhibit to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(c) Each party hereto has or may have set forth information in its respective Disclosure Letter in a section thereof that corresponds to the section of this Agreement to which it relates. The fact that any item of information is disclosed in a Disclosure Letter to this Agreement shall not be construed to mean that such information is required to be disclosed by this Agreement.

(d) The following terms, when used in this Agreement, shall have the following respective meanings: "USD" or "$" shall mean United States dollars.

(e) The terms defined in the singular shall have a correlative meaning when used in the plural and vice versa.

(f) References herein to any gender include each other gender.

10.10. Assignment. This Agreement shall not be assignable by operation of law or otherwise. Any purported assignment in violation of this Agreement is

void.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

BROADBAND MARITIME, INC.

By: /s/ Mary Ellen Kramer
Mary Ellen Kramer, President

PRIME INDEMNIFYING PARTIES:

/s/ Terry M. Deru
Terry M. Deru, Individually

PRIME RESOURCE, INC.

By: /s/ Terry M. Deru
Terry M. Deru, President

/s/ Scott E. Deru
Scott E. Deru, Individually

PRIME ACQUISITION, INC.

By: /s/ Terry M. Deru
Terry M. Deru, President

/s/ Andrew W. Limpert
Andrew W. Limpert, Individually

[Signature page to the Agreement and Plan of Merger.]



A copy of the following Exhibits and Schedules will be submitted to the Commission supplementally upon request:

LIST OF EXHIBITS AND SCHEDULES

<TABLE>
<CAPTION>

| Exhibit/Schedule | Description |
|---|---|
| <S> | <C> |
| Exhibit 2.3 | Amendments to the Articles of Incorporation of Parent |
| Exhibit 7.2(d) | Form of Lock-up Agreement |
| Schedule 4.1(a) | Post-Merger Capitalization of Parent |
| Schedule 5.2(b)(i) | Pre-Merger Capitalization of Parent |
| Schedule 9.1 | Prime Indemnifying Parties |

</TABLE>

Exhibit 2.2

# FIRST AMENDMENT
# TO
# AGREEMENT AND PLAN OF MERGER
# AMONG
# BROADBAND MARITIME INC.,
# PRIME RESOURCE, INC. AND
# PRIME ACQUISITION, INC.

FIRST AMENDMENT, dated as of February 13, 2007 ("Amendment"), by and among BROADBAND MARITIME INC., a Delaware corporation (the "Company"), PRIME RESOURCE, INC., a Utah corporation ("Parent"), and PRIME ACQUISITION, INC., a Utah corporation and a wholly owned subsidiary of Parent ("Merger Sub," the Company, Parent, and Merger Sub together are referred to as the "Constituent Corporations").

WHEREAS, the Constituent Corporations have previously entered into an Agreement and Plan of Merger (the "Merger Agreement"), dated as of January 15, 2007 (the "Signing Date"), and capitalized terms used in this Amendment but not defined shall have the meaning set forth in the Merger Agreement;

WHEREAS, the Merger Agreement provides that the parties may amend such agreement at any time by written agreement of each party; and

WHEREAS, the Parties now mutually desire to amend the Merger Agreement to, among other things, (1) change the Closing Date to March 16, 2007, (2) change the deadline by which the Company must raise additional capital and (3) clarify and correct certain other provisions.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. AMENDMENT TO SECTION 1.2 OF MERGER AGREEMENT. Section 1.2 to the Merger Agreement is hereby deleted in its entirety and replaced with the following:

> "Closing. Unless otherwise mutually agreed in writing between the Company and Parent, the closing of the Merger (the "Closing") shall take place (i) at the offices of Broadband Maritime Inc., 61 Broadway, Suite 1905, New York, NY 10006, at 10:00 a.m. (Eastern Time) on March 16, 2007 (the "Closing Date") or at such other location or on such other date as the parties shall mutually agree."

2. AMENDMENT TO SECTION 7.1(C) OF THE MERGER AGREEMENT. Section 7.1(c) of the Merger Agreement is hereby deleted in its entirety and replaced with the following:

> "Private Equity Financing. On or before March 13, 2007, the Company shall have, in private offerings of its capital stock, since October 31, 2006, sold or entered into binding subscriptions for the sale by it contemporaneously with the Closing, shares of its capital stock in an amount that will result in gross proceeds to the Company of at least four million five hundred thousand dollars ($4,500,000)."

3. AMENDMENT TO SCHEDULE 4.1(A) OF THE MERGER AGREEMENT. Schedule 4.1(a) of the Merger Agreement is hereby deleted in its entirety and replaced with the Schedule 4.1(a) attached to this Amendment.

4. MISCELLANEOUS.

a. Except as specifically provided for in this Amendment, the terms of the Merger Agreement shall be unmodified and shall remain in full force and effect. For purposes of determining the accuracy of, or the occurrence of a breach of, a Party's representations and warranties in the Merger Agreement as of the Signing Date, only those representations and warranties set forth in the Merger Agreement in its form as of the Signing Date shall apply and the modifications or supplements set forth in the Amendment shall have no effect. For purposes of determining the accuracy of a Party's representations and warranties in the Merger Agreement as of the Closing Date, only those representations and warranties set forth in the Merger Agreement in its form as of the Closing Date shall apply. For purposes of determining the compliance with, or the occurrence of a breach of, a Party's covenants in the Merger Agreement prior to the date of this Amendment, only those covenants set forth in the Merger Agreement in its form as of the Signing Date shall apply and the modifications or supplements set forth in this Amendment shall have no effect. For purposes of determining the compliance with, or the occurrence of a breach of, a Party's covenants in the Merger Agreement after the date of this Amendment, only those covenants set forth in the Merger Agreement in its form as

after being amended by this Amendment shall apply.

b. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Amendment nor any rights or obligations hereunder shall be assigned or delegated by either Party except in connection with an assignment of the Merger Agreement in accordance with the terms thereof. Any purported assignment in violation of this provision is void.

c. This Amendment is not intended to confer upon any person or entity other than the Parties and their permitted assigns any rights or remedies.

d. This Amendment may be amended only by a written instrument signed by each of the Parties.

e. This Amendment may be executed in counterparts, each of which when so

executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

f. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

BROADBAND MARITIME, INC.

By: /s/ Mary Ellen Kramer
---
Mary Ellen Kramer, President

PRIME RESOURCE, INC.

By: /s/ Terry M. Deru
---
Terry M. Deru, President

PRIME ACQUISITION, INC.

By: /s/ Terry M. Deru
---
Terry M. Deru, President

[Signature page to the First Amendment to the Agreement and Plan of Merger.]

A copy of the following omitted Schedule will be submitted to the Commission supplementally upon request:

SCHEDULE 4.1(A) CAPITALIZATION TABLE

Exhibit 2.3

SECOND AMENDMENT
TO
AGREEMENT AND PLAN OF MERGER
AMONG
BROADBAND MARITIME INC.,
PRIME RESOURCE, INC. AND
PRIME ACQUISITION, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER is made this 16th day of March, 2007 ("Second Amendment"), by and among BROADBAND MARITIME INC., a Delaware corporation (the "Company"), PRIME RESOURCE, INC., a Utah corporation ("Parent"), and PRIME ACQUISITION, INC., a Utah corporation and a wholly owned subsidiary of Parent ("Merger Sub," the Company, Parent, and Merger Sub together are referred to as the "Constituent Corporations").

WHEREAS, the Constituent Corporations have previously entered into an Agreement and Plan of Merger, dated as of January 15, 2007, as amended by the First Amendment to the Agreement and Plan of Merger, dated February 13, 2007, (the "Merger Agreement") and capitalized terms used in this Second Amendment but not defined shall have the meaning set forth in the Merger Agreement;

WHEREAS, the Merger Agreement provides that the parties may amend such agreement at any time by written agreement of each party; and

WHEREAS, the Parties now mutually desire to amend the Merger Agreement to change the Closing Date to as soon as practicable on or before March 31, 2007.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. AMENDMENT TO SECTION 1.2 OF MERGER AGREEMENT. Section 1.2 to the Merger Agreement is hereby deleted in its entirety and replaced with the following:

> "Closing. Unless otherwise mutually agreed in writing between the Company and Parent, the closing of the Merger (the "Closing") shall take place (i) at the offices of Broadband Maritime Inc., 61 Broadway, Suite 1905, New York, NY 10006, at 10:00 a.m. (Eastern Time) as soon as practicable on or before March 31, 2007 (the "Closing Date") or at such other location or on such other date as the parties shall mutually agree."

2. MISCELLANEOUS.

a. Except as specifically provided for in this Amendment, the terms of the Merger Agreement shall be unmodified and shall remain in full force and effect. For purposes of determining the accuracy of, or the occurrence of a breach of, a Party's representations and warranties in the Merger Agreement as of the Signing Date, only those representations and warranties set forth in the Merger Agreement in its form as of the Signing Date shall apply and the modifications or supplements set forth in the Amendment shall have no effect. For purposes of determining the accuracy of a Party's representations and warranties in the Merger Agreement as of the Closing Date, only those representations and warranties set forth in the Merger Agreement in its form as of the Closing Date shall apply. For purposes of determining the compliance with, or the occurrence of a breach of, a Party's covenants in the Merger Agreement prior to the date of this Amendment, only those covenants set forth in the Merger Agreement in its form as of the Signing Date shall apply and the modifications or supplements set forth in this Amendment shall have no effect. For purposes of determining the compliance with, or the occurrence of a breach of, a Party's covenants in the Merger Agreement after the date of this Amendment, only those covenants set forth in the Merger Agreement in its form as after being amended by this Amendment shall apply.

b. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Amendment nor any rights or obligations hereunder shall be assigned or delegated by either Party except in connection with an assignment of the Merger Agreement in accordance with the terms thereof. Any purported assignment in violation of this provision is void.

c. This Amendment is not intended to confer upon any person or entity other than the Parties and their permitted assigns any rights or remedies.

d. This Amendment may be amended only by a written instrument signed by each of the Parties.

e. This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall

together constitute one and the same instrument.

f. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

BROADBAND MARITIME, INC.

By: /s/ Mary Ellen Kramer
---
Mary Ellen Kramer, President

PRIME RESOURCE, INC.

By: /s/ Terry M. Deru
---
Terry M. Deru, President

PRIME ACQUISITION, INC.

By: /s/ Terry M. Deru
---
Terry M. Deru, President

[Signature page to the Second Amendment to the Agreement and Plan of Merger.]

Exhibit 3.1

# ARTICLES OF INCORPORATION

# OF

# Prime Resources, Inc.

The undersigned natural person, who is more than eighteen (18) years of age, hereby establishes a business corporation pursuant to the laws of the State of Utah and adopts the following Articles of Incorporation:

## ARTICLE I

## Corporate Name and Office

The name of the corporation is Prime Resources, Inc. The initial office address for the corporation shall be 22 East 100 South, Fourth Floor, Salt Lake City, Utah 84111.

## ARTICLE II

## Duration

The corporation shall have perpetual existence.

## ARTICLE III

## Purposes

The initial specific purposes of the corporation shall be to provide insurance products and securities, business and individual financial consulting and related planning services, such as retirement and health plans through one or more subsidiaries. The corporation may conduct the foregoing specific enterprises, and any other business activities, in any jurisdiction or location where it is authorized to conduct any designated business activity by its Board of Directors to include, though not limited to:

3.1 Enter into any lawful arrangement for sharing profits, union of interest, reciprocal association or cooperative associations with any corporation, association, limited liability company, partnership, individual, or other legal entity for carrying on any business; or to enter into any general or limited partnership or joint venture for the carrying on of any business.

3.2 To enter into any lawful merger, consolidation, asset acquisition or sale, or related transaction. To borrow or lend money and to issue securities, or engage in other security transactions for its business purposes.



## ARTICLE IV

## Powers

In furtherance of the foregoing purposes the corporation shall have, and may exercise, all of the rights, powers and privileges now or hereafter conferred upon a corporation by any state where it is authorized to conduct business. In addition, it may do everything necessary, suitable, or proper for the accomplishment of any of its corporate purposes.

## ARTICLE V

## Authorized Shares and Voting

The corporation shall have one class of stock being Fifty Million (50,000,000) shares of common, voting stock having no designated par value. All shares of stock shall be issued by the corporation for cash, tangible or intangible property, services actually performed, notes or other interests having actual value, at a rate of consideration as may be affixed, from time to time, by the Board of Directors. Fully paid stock of this corporation shall not be liable to any call and is nonassessable. There are no pre-emptive rights provision adopted by these Articles; though the By-Laws may contain provisions for adopting pre-emptive rights by the Board of Directors or the shareholders without amendment to these Articles, so far as permissible under Utah law. Each common shareholder of record shall have one vote for each share of stock standing in his, her or its name on the books of the corporation; provided that the Board of Directors may subsequently adopt standard provisions for cumulative voting without amendment to these Articles, so far as permissible under Utah law. At all meetings of the shareholders, the majority of the common shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.

ARTICLE VI

Registered Agent and Office

The name of the registered agent for the corporation is Terry Deru at 22 East 100 South, Fourth Floor, Salt Lake City, Utah 84111. The knowledgeable consent of the registered agent to such appointment is evidenced by his signature at the end of this document.

ARTICLE VII

Internal Affairs

Provisions for the regulation of the internal affairs of the corporation are to be determined as set forth in the By-Laws as adopted by the initial Board of Directors of the Corporation. Thereafter, the By-Laws may be adopted, amended, or repealed by a majority vote of the Board of Directors or shareholders of the Corporation; except as to any action provided for in these Articles, the By-Laws or by statute, if any, specifying a higher voting requirement as to that provision.



ARTICLE VIII

Directors

The initial Board of Directors shall consist of three (3) individuals identified below. These initial Directors are:

1. Mr. Terry Deru 22 East 100 South, Fourth Floor
Salt Lake City, UT 84111

2. Mr. Scott Deru 22 East 100 South, Fourth Floor
Salt Lake City, UT 84111

3. Mr. Andrew Limpert 22 East 100 South, Fourth Floor
Salt Lake City, UT 84111

The number and term of Directors shall be subsequently set-out in the By-Laws provided that there shall not be less than three directors.

ARTICLE IX

Limited Liability of Directors

To the fullest extent permitted by the Utah Business Corporation Act, as the same exists or may hereafter be amended, no director of the corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability: (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for actions under Section 16-10-44 of the Utah Business Corporation Act, or successor provision, or (iv) for any transaction from which a director derived an improper benefit.

ARTICLE X

Meeting of Shareholders

At any meeting of the shareholders, a majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum, unless these Articles are hereafter amended to provide for different classes of stock with variable quorum requirements. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders; unless the vote of a greater number is required by law, or by amendment to these Articles.

ARTICLE XI

Incorporators

The name and address of the incorporator is as follows:

Mr. Terry Deru
22 East 100 South, Fourth Floor
Salt Lake City, Utah 84111



DONE this 26thday of March, 2002.

INCORPORATOR & REGISTERED AGENT:

Mr. Terry Deru

Incorporator & Registered Agent

STATE OF UTAH )
: ss.
COUNTY OF SALT LAKE )

I hereby certify that on the day of March, 2002, personally appeared before me, a Notary Public, Mr. Terry Deru who being by me first duly sworn, declared that he is the persons who signed the foregoing document as the Incorporator and Registered Agent and that the statements therein contained are true.

NOTARY PUBLIC

Exhibit 3.2

AMENDMENTS TO ARTICLES OF INCORPORATION OF
PRIME RESOURCE, INC.

The within Articles of Amendment are filed of record with the Utah Division of Corporations in accordance with the Utah Revised Business Corporation Act ("URBCA") Section 16-10a-1006 on this 22nd day of March, 2007 to: (i) change the name of the existing Utah Corporation, PRIME RESOURCE, Inc. to BBM Holdings, Inc.; (ii) create a new class of preferred shares and designate a portion as Series "A" for present distribution to existing shareholders; and (iii) amend certain terms of the authorized common stock upon the filing of these Articles of Amendment as adopted on January 15, 2007 and described below.

The undersigned represents that he is the President of the within Corporation and that he has been fully and duly authorized to file these Articles of Amendment pursuant to resolution of the Board of Directors and a Majority Shareholder Consent Resolution in which 1,209,533 of all issued and outstanding shares, 83%, voted in favor of the items as set-out below. Prior to this Amendment, the Company had only one class of stock, being 50,000,000 authorized voting common stock of which 1,459,090 were outstanding. There were no dissenting or withheld votes and the vote constituted a majority consent of shareholders in favor of such change of name after which notice was given to all shareholder in accordance with the URBCA Section 16-10a-704(2).

The provisions of the First Amendment to the Articles of Incorporation of Prime Resource, Inc., a Utah corporation, (the "Corporation") are as follows:

1. The first sentence of Article I of the Articles of Incorporation of the Corporation, which previously read as follows:

The name of the corporation is Prime Resource, Inc.

is hereby amended and restated so that, as amended restated, the first sentence of Article I shall be and read as follows:

The name of the corporation is BBM HOLDINGS, INC.

2. The Article V of the Articles of Incorporation of the Corporation, which previously read as follows:

ARTICLE V

Authorized Shares and Voting

The corporation shall have one class of stock being Fifty Million (50,000,000) shares of common, voting stock having no designated par value. All shares of stock shall be issued by the corporation for cash, tangible or intangible property, services actually performed, notes or other interests having actual value, at a rate of consideration as may be affixed, from time to time, by the Board of Directors. Fully paid stock of this corporation shall not be liable to any call and is nonassessable. There are no pre-emptive rights provision adopted by these Articles; though the By-Laws may contain provisions for adopting pre-emptive rights by the Board of Directors or the shareholders without amendment to these Articles, so far as permissible under Utah law. Each common shareholder of record shall have one vote for each share of stock standing in his, her or its name on the books of the corporation; provided that the Board of Directors may subsequently adopt standard provisions for cumulative voting without amendment to these Articles, so far as permissible under Utah law. At all meetings of the shareholders, the majority of the common shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum.

is hereby amended and restated so that, as amended restated, Article V shall be and read as follows:

ARTICLE V
AUTHORIZED CAPITAL

The Corporation is authorized to issue two classes of capital stock to be designated, respectively, "Common Stock" and "Preferred Stock". The total number of shares that the Corporation is authorized to issue is sixty million (60,000,000). Fifty million (50,000,000) shares shall be Common Stock, no par value, and ten million (10,000,000) shares shall be Preferred Stock, no par value.

The Preferred Stock may be issued from time to time in one or more classes as may be determined by the Board of Directors. The Board of Directors is authorized to fix the number of shares of any class of Preferred Stock and to determine or alter the rights, preferences, privileges, and restrictions granted to or imposed upon any wholly unissued class of Preferred Stock and, within the limits and

restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any class, to increase or decrease (but not below the number of shares of any such class then outstanding) the number of shares of any such class subsequent to the issuance of shares of that class.



All shares of stock shall be issued by the corporation for cash, tangible or intangible property, services actually performed, notes or other interests having actual value, at a rate of consideration as may be affixed, from time to time, by the Board of Directors. Fully paid stock of this corporation shall not be liable to any call and is nonassessable. There are no pre-emptive rights provision adopted by these Articles; though the By-Laws may contain provisions for adopting pre-emptive rights by the Board of Directors or the shareholders without amendment to these Articles, so far as permissible under Utah law.

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

Section 5A. COMMON STOCK.

5A.1. General. Subject to the powers, preferences and rights of any Preferred Stock having any preference priority over, or rights superior to, the Common Stock and except as otherwise provided by law and this Article, the holders of the Common Stock shall have and possess all powers and voting and other rights pertaining to the stock of the Corporation and each share of Common Stock shall be entitled to one vote. Except as otherwise provided by the Utah Revised Business Corporation Act ("URBCA") or these Articles of Incorporation, the holders of record of Common Stock shall share ratably in all dividends payable in cash, stock or otherwise and other distributions, whether in respect of liquidation or dissolution (voluntary or involuntary) or otherwise.

5A.2. Voting.

A. Generally. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders. There shall be no cumulative voting.

5A.3 Number. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote.

5A.4 Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor as and when determined by the Board of Directors of the Corporation (the "Board of Directors"), subject to any preferential dividend rights of any then outstanding Preferred Stock.



5A.5 Liquidation. Upon the dissolution or liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to participate ratably in all assets of the Corporation available for distribution to its stockholders, subject to any preferential rights of any then outstanding Preferred Stock.

Section 5B. SERIES A PREFERRED STOCK.

One million four hundred fifty-four thousand ninety (1,454,090) shares of Preferred Stock are hereby designated the Series A Exchangeable Preferred Stock (the "Series A Stock"). The rights, preferences, privileges and restrictions of Series A Stock are set forth as follows:

5B.1. Changes to Number of Shares in Series. Any increase or decrease in the number of authorized shares of the Series shall be effectuated by filing an amendment to these Articles of Incorporation that has been duly adopted by the Board of Directors and approved by the stockholders of the Corporation pursuant to the provisions of the URBCA and that states that such increase or reduction has been so authorized.

5B.2. No Dividends. Except to the extent that exercise of

the Exchange Right set forth in Section 5B.5 are deemed or characterized as a dividend, the Series A Holders shall not be entitled to receive any dividend or distribution.

5B.3. No Voting Rights. The Series A Holders shall not be entitled to vote on any matters other than matters which adversely impact Series A disproportionately from any other class or series of capital stock.

5B.4. No Preference Upon Liquidation. Upon the occurrence of any liquidation, dissolution or winding up of the Corporation, each Series A Holder will be entitled to retain its proportionate right to receive the Series A Consideration, before any distribution or payment is made upon any other Securities of the Corporation, but shall not be paid any amount in cash or other assets of the Corporation in any distribution or payment on a pro rata basis to holders of any other Securities of the Corporation.

5B.5. Exchange Right and Obligation. Each share of Series A Stock represents the right to exchange such share for a pro rata share (among the issued and outstanding Series A Stock) of whatever right, title and interest is held by the Corporation in the 465,000 shares of common stock and other securities of LightSpace Corporation, a Delaware corporation, ("LightSpace") described in the Form 10QSB-A filed by the Corporation on November 16, 2006 (the "Series A Consideration"). The



Corporation shall have the right to distribute the Series A Consideration to the holder(s) of Series A Stock and cancel the corresponding outstanding share(s) of Series A Stock from time to time at its option and in its discretion.

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VERIFICATION

The undersigned Terry Deru, acting as the President and Chairman of the Board of Prime Resource, Inc., and being first duly sworn and upon oath, affirms and verifies that the foregoing Articles of Amendment were made and entered by the Company's Board of Directors, ratified by the required and stated majority shareholder vote and are filed in accordance with Utah law.

/s/ Terry Deru
---
Mr. Terry Deru
President

STATE OF UTAH )
:ss.
COUNTY OF Salt Lake City )

Personally appeared before me, a Notary Public, Terry Deru, who affirmed to me upon oath that he his the President and Chairman of the Board of Prime Resource, Inc., and who executed the foregoing Amended Articles in my presence on this 22nd day of March, 2007.

/s/ Susan L. Furca
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NOTARY PUBLIC

Exhibit 3.3

# BYLAWS

# OF

# PRIME RESOURCE, INC.

## ARTICLE I

## Offices

Section 1. Principal Executive Office. The principal executive office of the corporation shall be located at 22 East First South/Fourth Floor, Salt Lake City, Utah 84111. The Board of Directors is hereby granted full power and authority to change the principal executive office from one location to another. Any such change shall be noted in the corporate minutes by the secretary, or this Section may be amended to state the new location.

Section 2. Other Offices. Other business offices may at any time be established by the Board of Directors at such other places both within and without the State of Utah as the Board of Directors may, from time to time, determine or the business of the corporation may require.

## ARTICLE II

## Meetings of Stockholders

Section 1. Place of Meetings. All annual or other meetings of stockholders shall be held at the principal executive office of the corporation, or at any other place within or without the State of Utah which may be designated by the Board of Directors and stated in the notice of the meeting.

Section 2. Annual Meetings. Annual meetings shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meetings, Directors shall be elected, reports of the affairs of the corporation shall be considered and any other business may be transacted which is within the powers of the stockholders.

Section 3. Special Meetings. Special meetings of the stockholders, for the purpose of taking any action permitted by the stockholders under the Utah Revised Statutes and the Articles of Incorporation, may be called at any time by



the chairman of the board or the president, by the Board of Directors or by one or more stockholders holding not less than a ten per cent (10%) of the shares of capital stock of the corporation issued and outstanding and entitled to vote at the meeting; or as otherwise required or allowed by Utah Law. Upon request in writing that a special meeting of stockholders be called for any proper purpose, directed to the chairman of the board, the president, any vice president or the secretary, the officer forthwith shall cause notice, subject to any requirement to file a proxy statement, to be given to stockholders entitled to vote at the meeting. The meeting will be held at a time requested by the person or person calling the meeting, not less than 20 nor more than 60 days after receipt of the request. If the notice is not given within 30 days after receipt of the request, or submitted to the SEC by such date, if a proxy solicitation will be required, the person or persons entitled to call the meeting may give the notice and file any proxy material required. If a special meeting is called by any person or persons other than the Board of Directors, the written request to an appropriate officer of the corporation shall specify the time of such meeting and the nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or facsimile transmission.

Section 4. Notice of Meetings of Stockholders and Delivery of Reports to Stockholders. Written notice of any meeting of stockholders shall be given to each stockholder entitled to vote and a copy of each report to the stockholders shall be given to each stockholder, in each case either personally or by mail or other means of written communication, charges prepaid, addressed to such stockholder at his physical address. Any notice, reports or other documents to shareholders may be delivered in electronic format approved by the Board if earlier consented to in writing by the shareholder. If any notice or report addressed to the stockholder at the address of such stockholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the stockholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if such notice or report shall be available for the stockholder upon written demand of the stockholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other stockholders. If a stockholder gives no address, any notice or report shall be deemed to have been given to such stockholder if sent

by mail or other means of written communication addressed to any electronic address for the shareholder and the place where the principal executive office of the corporation is situated, or if published at least once in a newspaper of general circulation in the county in which the principal executive office is located.

All such notices of meetings shall be given to each stockholder entitled thereto not less than 10 days nor more than 60 days before each meeting, or as otherwise provided by applicable law, and all reports shall be given to each stockholder entitled thereto at the times provided in Section 3 of Article VII of the Bylaws, or as otherwise provided by applicable law. Any such notice or report shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written or electronic communication. An affidavit of mailing or other verifiable means of communication of any such notice or report in accordance with the provisions of



this Section, executed by a responsible employee or any agent of the corporation, shall be prima facie evidence of the giving of the notice or report. Any notice given shall be sent only after any required approval or filing of any required proxy notice.

Each such notice shall specify:

(a) the place, the date and the hour of the meeting;

(b) in the case of special meetings, the nature of the business to be transacted (and no other business may be transacted at such meeting);

(c) in the case of annual meetings, those matters which the Board of Directors, at the time of the mailing of the notice, intends to present for action by the stockholders;

(d) if directors are to be elected, the names of nominees intended at the time of the notice to be presented by the Board of Directors or management for election; and

(e) such other matters, if any, as may be expressly required by applicable law.

Section 5. Quorum. The presence in person or by proxy of the persons entitled to vote a majority of the voting shares at any meeting shall constitute a quorum for the transaction of business, except as otherwise provided by applicable law or by the Articles of Incorporation. The stockholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum, or by any greater number of shares required to take such action by applicable law or the Articles of Incorporation. Whenever under the Utah Revised Statutes any shares are disqualified from voting on any matter, they shall not be considered outstanding for purposes of determining the quorum required at a meeting held to act upon, or the required vote to approve action upon, that matter.

Section 6. Adjourned Meeting and Notice Thereof. Any stockholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the voting shares, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at such meeting, except as provided in the preceding Section 5. When any stockholders' meeting, annual or special, is adjourned for more than 30 days, or if after adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of an original meeting to each stockholder of record entitled to vote at the meeting. Except as provided above, it shall not be necessary to give notice of the time and place of the adjourned meeting or of the business to be transacted thereat if the time and place thereof are announced at the meeting at which such adjournment is taken. At the adjourned meeting, provided the foregoing notice requirements, if applicable, and the



quorum requirements of the preceding Section 5 are satisfied, the stockholders may transact any business which might have been transacted at the original meeting.

Section 7. Voting. Pursuant to Section 1 of Article VI of these Bylaws, the Board of Directors may fix a record date for the determination of the stockholders entitled to vote at any meeting of stockholders.

Unless the Articles of Incorporation provide for more or less than one vote per share, each outstanding common share, regardless of class, shall be entitled to one vote on each matter on which such share is entitled to be voted. Any holder of shares entitled to vote on any matter may vote part of his shares in favor of the proposal and refrain from voting the remaining shares or (except in voting upon election of Directors) vote them against the proposal, but, if the stockholder fails to specify the number of shares such stockholder is voting affirmatively, it will be conclusively presumed that the stockholder's approving vote is with respect to all shares such stockholder is entitled to vote. Voting by the stockholders may be a voice vote or by ballot; provided, however, that all elections for Directors must be by ballot upon demand made by a stockholder at the meeting and before the voting begins.

Except as otherwise provided in the last two sentences of Section 5 of this Article II:

(a) the affirmative vote of a majority of the shares actually voted for or against a matter at a duly held meeting at which a quorum is present (without giving effect to abstentions and broker non-votes) shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required for such act by applicable law, the Articles of Incorporation or the Bylaws; and

(b) in the election of Directors, the candidates receiving the highest number of affirmative votes of shares entitled to be voted, up to the number of Directors to be elected by such shares, shall be elected. Votes against a candidate for Director and votes withheld shall have no legal effect.

If the Articles of Incorporation provide for more or less than one vote for any shares on any matter, the references in this Section and in Section 5 of this Article II to a majority or other proportion of shares means, as to such matter, a majority or other proportion of the votes entitled to be cast by such shares.

Section 8. Validation of Defectively Called or Noticed Meetings. The transactions of any meeting of stockholders, annual or special, however called and noticed and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present pursuant to Section 5 of this Article II, either in person or by proxy, and if, either before or after the meeting, each of the following persons signs a written waiver of notice, a consent to the holding of such meeting or an approval of the minutes thereof:



(a) any person entitled to vote at the meeting not present at the meeting in person or by proxy;

(b) any person who, though present, has, at the beginning of the meeting, properly objected to the transaction of any business because the meeting was not lawfully called or convened; or

(c) any person who, though present, during the meeting has properly objected to the consideration of particular matters of business required by the Utah Revised Statutes or the Bylaws or otherwise to be included in the notice of the meeting, but not so included.

Except as otherwise provided in the Articles of Incorporation, neither the business to be transacted at, nor the purpose of, any annual or special meeting of stockholders need be specified in any written waiver of notice, consent to the holding of the meeting or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Action Without Meeting.

(a) Unless otherwise provided in the Articles of Incorporation and subject to prevailing proxy statutes and regulations:

(i) Directors may be elected without a meeting only by a written consent signed by all the stockholders who would be entitled to vote for the election of such Directors; provided, that with appropriate notice as hereinafter set forth, a Director may be elected at any time to fill a vacancy not filled by the Directors by a written consent signed by the holders of a majority of the outstanding shares entitled to vote for the election of the Directorship or Directorships which are vacant; and

(ii) any other action which, under any provision of the Utah Revised Statutes, may be taken at a meeting of the stockholders, may be taken without a meeting, upon notice as hereinafter set forth, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

(b) Unless the consents of all stockholders entitled to vote have been solicited in writing, prompt written notice shall be given of the taking of any corporate action approved by stockholders without a meeting by less than unanimous written consent to those stockholders entitled to vote who have not consented in writing. Such notices shall be given in the manner and shall be deemed to have been given as provided in Section 4 of Article II of the Bylaws.



(c) All such written consents shall be filed with the secretary of the corporation.

(d) Pursuant to Section 1 of Article VI of the Bylaws, the Board of Directors may fix a record date for the determination of stockholders entitled to give such written consent.

(e) Any stockholder giving a written consent, or the stockholder's proxyholders, or a transferee of the shares of a personal representative of the stockholder or their respective proxyholders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the secretary of the corporation.

Section 10. Proxies. No meeting of shareholders will be conducted without compliance with any applicable state or federal proxy statutes or regulations.

(a) At any meeting of stockholders, any stockholder may designate another person or persons to act as a proxy or proxies. If any stockholder designates two or more persons to act as proxies, a majority of those persons present at the meeting or, if only one is present, then that one, has and may exercise all of the powers conferred by the stockholder upon all of the persons so designated unless the stockholder provides otherwise.

(b) Without limiting the manner in which a stockholder may authorize another person or persons to act for him as proxy pursuant to subsection (a), the following constitute valid means by which a stockholder may grant such authority:

(i) a stockholder may execute a writing authorizing another person or persons to act for him as proxy. Execution may be accomplished by the signing of the writing by the stockholder or his authorized officer, Director, employee or agent or by causing the signature of the stockholder to be affixed to the writing by any reasonable means, including, but not limited to, a facsimile signature; or

(ii) a stockholder may authorize another person or persons to act for him as proxy by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the person who will be the holder of the proxy or to a firm which solicits proxies or like agent who is authorized by the person who will be the holder of the proxy to receive the transmission. Any such telegram, cablegram or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. If it is determined that the telegram, cablegram or other electronic transmission is valid, the persons appointed by the corporation to count the votes of



stockholders and determine the validity of proxies and ballots or other persons making those determinations must specify the information upon which they relied.

(c) Any copy, communication by telecopier or other reliable reproduction of the writing or transmission created pursuant to subsection (b) may be substituted for the original writing or transmission for any purpose for which the original writing or transmission could be used, if the copy, communication by telecopier or other reproduction is a complete reproduction of the entire original writing or transmission.

(d) No such proxy is valid after the expiration of six months from the date of its creation, unless it is coupled with an interest, or unless the stockholder specifies in it the length of time for which it is to continue in force, which may not exceed seven years from the date of its creation, or as otherwise provided by applicable law. Subject to these restrictions, any proxy properly created is not revoked and continues in full force and effect until another instrument or transmission revoking it or a properly created proxy bearing a later date is filed with or transmitted to the secretary of the corporation or another person or persons appointed by the corporation to count

the votes of stockholders and determine the validity of proxies and ballots.

Section 11. Inspectors of Election. In advance of any meeting of stockholders, the Board of Directors may appoint any persons other than nominees for office as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election are not so appointed, the chairman of any



such meeting may, and on the request of any stockholder or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more stockholders or their respective proxies, the majority of shares entitled to vote represented in person or by proxy shall determine whether one or three inspectors are to be appointed. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may, and on the request of any stockholder or a proxy of any stockholder entitled to vote shall, be filled by appointment by the Board of Directors in advance of the meeting, or at the meeting by the chairman of the meeting.

The duties of such inspectors shall include: determining the number of shares outstanding and the voting power of each; the shares represented at the meeting; the existence of a quorum; the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to vote; counting and tabulating all votes or consents; determining when the polls shall close; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all stockholders. In the determination of the validity and effect of proxies, the dates contained on the forms of proxy shall presumptively determine the order of execution of the proxies, regardless of the postmark dates on the envelopes in which they are mailed.

The inspectors of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

Section 12. Presiding Officer; Order of Business; Conduct of Meeting.

(a) Meetings of the stockholders shall be presided over by such person as shall be designated by the Board of Directors, if no designation is made, then by the chairman of the Board of Directors, or if there is no chairman of the Board of Directors, then the president. The secretary of the corporation, or in his absence, an assistant secretary, shall act as secretary of the meeting.

(b) Subject to the following, meetings of stockholders shall generally follow accepted rules of parliamentary procedure.

(i) The chairman of the meeting shall have absolute authority over matters of procedure and there shall be no appeal from the ruling of the chairman. If the chairman, in his absolute discretion, deems it advisable to dispense with the rules of parliamentary procedure as to any one meeting of stockholders or a part thereof, the chairman shall so state and shall clearly state the rules under which the meeting or appropriate part thereof shall be conducted.

(ii) If disorder shall arise which prevents continuation of the legitimate business of the meeting, the chairman may quit the chair and announce the adjournment of the meeting, and upon his so doing, the meeting is immediately adjourned.

(iii) The chairman may ask or require that anyone not a bona fide stockholder or proxyholder leave the meeting.

(iv) A resolution or motion shall be only considered for a vote if proposed by a stockholder or duly authorized proxyholder, and seconded by an individual, who is a stockholder or duly authorized proxyholder, other than the individual who proposed the resolution or motion.

## ARTICLE III

## Directors

Section 1. Powers. Subject to the limitations of the Utah Revised Statutes and any limitations in the Articles of Incorporation relating to action required to be authorized or approved by the stockholders, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers:

First - To select and remove all the officers, agents and employees of the corporation; prescribe such powers and duties for them as may not be inconsistent with applicable law, the Articles of Incorporation or the Bylaws; fix their compensation and term of service and require from them security for faithful service.

Second - To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefore, not inconsistent with applicable law, the Articles of Incorporation or the Bylaws, as they may deem appropriate.

Third - To change the principal executive office of the corporation from one location to another as provided in Section 1 of Article I of the Bylaws; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of Utah, as provided in Section 2 of Article I of the Bylaws; to designate any place within or without the State of Utah for the holding of any stockholders' meeting or meetings; and to adopt, make and use a corporate seal, and to prescribe the forms of certificates of stock and to alter the form of such seal and of such certificates from time to time, as in their judgment they may deem appropriate, provided such seal and such certificates shall at all times comply with the provisions of applicable law.

Fourth - To authorize the issue of shares of stock of the corporation from time to time, upon such terms as may be lawful and to retain counsel and other experts to comply with all federal and state securities laws and regulation incident to the issuance of stock of the company.

Fifth - To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation or other evidences of debt and security therefore.

Sixth - To review, negotiate, and propose for ratification by the shareholders, all proposals for merger, acquisition, reorganization, sale of most or all assets or other acts requiring shareholder vote. Preliminary negotiations or such transactions may be delegated to one or more officers or agents of the company.

Seventh - To retain, through its officers, various experts, such as attorneys and accountants, to render securities and tax opinions and like legal or accounting advice to the Board.

Section 2. Number and Qualification of Directors. The number of Directors of the corporation shall be any number not less than three nor more than seven until changed by a By-law amending this Section or the Articles. The exact number of Directors shall be fixed from to time, within the limits specified in this Section, by a resolution adopted by the Board of Directors or by shareholder vote.



Subject to the foregoing provisions for changing the number of Directors, the number of Directors of this corporation has been fixed at three at the time of adopting the Amended By-laws.

Section 3. Election and Term of Office. Except as noted below, Directors shall be elected to hold office until the succeeding annual meeting of stockholders, and until their respective successors have been elected and qualified. Directors shall be elected at each annual meeting of stockholders, but if any such annual meeting is not held or Directors are not elected thereat, Directors may be elected at any special meeting of stockholders held for that purpose. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which such Director was elected, and until a successor has been elected and qualified, subject to the Utah Revised Statutes and the provisions of the Bylaws with respect to vacancies on the Board of Directors. Provided further, if there be an initial sole director he may appoint up to two other directors without election who shall hold office until the first regular special election of directors.

Section 4. Vacancies.

(a) A vacancy on the Board of Directors shall be deemed to exist in case of the death, resignation, incapacity or removal of any Director, if the authorized number of Directors is increased or if the stockholders fail, at any annual or special meeting of stockholders at which any Director or Directors are to be elected, to elect the full authorized number of Directors to be voted for at that meeting.

(b) Except as otherwise provided in the Articles of Incorporation, any or all of the Directors may be removed with or without cause if such removal is approved by the affirmative vote of at least two-thirds of the outstanding shares entitled to vote on the election of Directors, provided that when by the provisions of the Articles of Incorporation the holders of the shares of any class or series, voting as a class or series, are entitled to elect one or more Directors, any Directors so elected may be removed only by the applicable vote of the holders of the shares of that class or series.

No reduction in the authorized number of classes of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

(c) Any Director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board of Directors shall have power to elect a successor to take office when the resignation is to become effective.

(d) Vacancies in the Board of Directors may be filled (i) by the affirmative vote of a majority of the Directors then in office present at a duly held meeting at which a quorum is present or the unanimous written consent of the Directors then in office or (ii) if the number of Directors then in office is less than a quorum, by the unanimous written consent of the Directors



then in office, or the affirmative vote of a majority of the Directors then in office at a duly held meeting of such Directors or a sole remaining Director; and each Director so elected shall hold office until his successor is elected and qualified. The stockholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent shall require the consent of holders of a majority of the outstanding shares entitled to vote for the election of such Directors.

Section 5. Annual Meeting. Immediately following each annual meeting of stockholders, the Board of Directors shall hold a regular meeting at the place of said annual meeting, or at such other place as shall be fixed by the Board of Directors, for the purpose of organization, election of officers and the transaction of other business. Call and notice of such meetings are hereby dispensed with.

Section 6. Other Regular Meetings. Other regular meetings of the Board of Directors shall be held during each year, at such times and places as the Board of Directors may from time to time provide by resolution, either within or without the State of Utah, without other notice than such resolution.

Section 7. Special Meetings. Special meetings of the Board of Directors for the purpose of taking any action permitted by the Directors under the Utah Revised Statutes and the Articles of Incorporation may be called at any time by the chairman of the board, the president, the secretary or any two Directors. Notice of the date, hour and place of special meetings shall be given to each Director (a) personally or by telephone, telegraph or facsimile transmission, in each case at least 48 hours prior to the holding of the meeting or (b) by first class mail, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation or, if it is not so shown on such records and is not readily ascertainable, at the place at which the meetings of the Directors are regularly held, at least three days prior to the holding or the meeting. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the Unites States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient. Any notice shall state the date, place and hour of the meeting and may, but shall not be required to, state the general nature of the business to be transacted.

Section 8. Waiver of Defectively Called or Noticed Meetings. Notice of a meeting need not be given to a Director who signs a waiver of notice, or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice to him. Any such waiver or consent shall state the date, place and hour of the meeting, but need not specify the purpose of the meeting. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. Place of Meeting. Regular and special meetings of the Board of Directors shall be held at any place within or without the State of Utah which has been designated from time to time by resolution of the Board of Directors. In the absence of such designation, regular and special meetings shall be held at the principal executive office of the corporation.

Section 10. Action at a Meeting; Quorum and Required Vote. Presence in person of a majority of the authorized number of Directors at a meeting of the Board of Directors constitutes a quorum for the transaction of business, except as hereinafter provided. Members of the board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting as permitted by the preceding sentence constitutes presence in person at such meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number, or the same number after disqualifying one or more Directors from voting, is required by the Utah Revised Statutes, the Articles of Incorporation or the Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of a Director, provided that any action taken is approved by at least a majority of the required quorum for such meeting.

Section 11. Adjournment. A majority of the Directors present at any meeting, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to meet again at a stated date, hour and place. If any meeting is adjourned for more than 48 hours, notice of any adjournment to another date, hour or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of adjournment. Otherwise, notice of the date, hour and place of holding an adjourned meeting need not be given to absent Directors if the date, hour and place are fixed at the meeting adjourned.

Section 12 Action Without Meeting. Any action by the Board of Directors may be taken without a meeting if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors and shall have the same force and effect as a unanimous vote of the Directors.

Section 13. Committees of the Board. By resolution adopted by the Board of Directors, the Board of Directors may designate an executive committee, an audit committee and such other committees as it shall determine, each consisting of at least one Director and which may include one or more other persons who need not be Directors, to serve at the pleasure of the Board of Directors, and prescribe the manner in which proceedings of such committees shall be conducted. The appointment of members or alternate members of a committee shall be made by a majority vote of the Board of Directors. For purposes of the Bylaws, the term "audit committee" shall mean any committee of the Board of Directors to which is



delegated the function of periodically reviewing the financial condition, and the results of audit examinations, of the corporation with the corporation's independent public accountants. The audit committee, if appointed, shall not include any officer or employee of the corporation or its subsidiaries unless the Board of Directors shall specifically designate an officer or employee to serve on such committee. Unless the Board of Directors shall otherwise prescribe the manner of proceedings of any such committee, meetings of such committee may be scheduled in advance, in which case call and notice of any such meetings are hereby dispensed with, and may be called at any time by any member thereof; otherwise, the provisions of the Bylaws with respect to notice and conduct of meetings of the Board of Directors shall govern. Any such committee, to the extent provided in a resolution of the Board of Directors, may have all of the authority of the Board of Directors, expect with respect to:

(a) the approval of any action for which the Utah Revised Statutes, the Articles of Incorporation or the Bylaws also requires approval of the stockholders;

(b) the filling of vacancies on the Board of Directors or on any committee;

(c) the fixing of compensation of the Directors for serving on the Board of Directors or on any committee;

(d) the adoption, amendment or repeal of Bylaws;

(e) the amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable;

(f) any distribution to the stockholders, except at a rate or in a periodic amount or within a range determined by the Board of

Directors; and

(g) the appointment of other committees of the Board of Directors or the members thereof.

Section 14. Compensation. Directors, and members of any committee of the Board of Directors, shall be entitled to such compensation for their services as Directors and members of any such committee as shall be fixed from time to time by resolution of the Board of Directors and shall also be entitled to reimbursement for any reasonable expenses incurred in attending such meetings. Any Director receiving compensation under these provisions shall not be barred from serving the corporation in any other capacity and receiving compensation for such other services.

Section 15. Transfer Agents and Registrars. The Board of Directors may appoint one or more transfer agents and one or more registrars, either domestic or foreign, at such times and places as the requirements of the corporation may necessitate.



## ARTICLE IV

## Officers

Section 1. Officers. The required officers of the corporation shall be a president, a secretary and a treasurer. The corporation may also have, at the discretion of the Board of Directors, a chairman of the board, a chief financial officer, a chief executive officer, a chief operating officer, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of Article IV. One person may hold any two or more offices.

Section 2. Election. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article IV, shall be chosen annually by the Board of Directors; provided, however, that the Board may prescribe a longer term with or without an employment contract. Each officer of the corporation shall hold his office at the pleasure of the Board of Directors, or until he shall resign or shall become disqualified to serve, or until his successor shall be elected and qualified, subject, in each case, to the rights, if any, of the corporation and any such officer under any contract of employment between the corporation and the officer.

Section 3. Subordinate Officers, Etc. The Board of Directors may appoint, and may empower the chairman of the board, the president or any vice president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. Removal and Resignation.

(a) Any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting thereof, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors, subject, in each case, to the rights, if any, of an officer under any contract of employment with the corporation.

(b) Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary of the corporation, without prejudice, however, to the rights, if any, of the corporation under any contract to which such officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office as a result of any cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. Chairman of the Board. The chairman of the board, if there shall be such an officer, shall be elected from among the Directors and shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws.

Section 7. President and CEO. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws. The duties and office of the CEO, if separated from the President, shall include any act which could be discharged by the President as specifically set-out by the Board in writing.

Section 8. Vice President(s). In the absence or disability of the president, the vice presidents in order of their rank as fixed by the Board of Directors or, if not ranked, the vice president designated by the Board of Directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as are incident to the office of corporate vice president and as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws.

Section 9. Secretary. The secretary shall record or cause to be recorded, and shall keep or cause to be kept, at the principal executive office and such other place or places as the Board of Directors may order, a book of minutes of actions taken at all meetings of, and by all written consents of, Directors and stockholders, together with, in the case of meetings, the time and place of holding, whether regular or special and, if special, how authorized, the notice thereof given, the names of those present at meetings of stockholders and the proceedings thereof. The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, a stock ledger, or a duplicate stock ledger, showing the names of the stockholders, alphabetically arranged, and their address, the number and classes of shares held by each, the number and date of certificates issued for such shares and the number and date of cancellation of every certificate surrendered for cancellation. If the stock ledger or duplicate stock ledger is kept at the office of the corporation's transfer agent or registrar, a statement containing the name and address of the custodian of the stock ledger or duplicate stock ledger shall be kept at the corporation's principal executive office. The secretary shall give, or cause to be given, notice of all the meetings of the stockholders and of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as are incident to the office of corporate secretary and as may be prescribed by the Board of Directors or the Bylaws.



Section 10. Treasurer and CFO. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. The books of account shall at all reasonable times be open to inspection by any Director. The treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the president and the Board of Directors, whenever they request it, an account of all of his transactions as treasurer and of such other duties as are incident to the office of corporate treasurer and as may be prescribed by the Board of Directors or the Bylaws. As CFO the office shall require all general strategic financial planning and review for the Board and supervision of auditing functions. The Board may separate the office of CFO from the treasurer and specify any duties in addition to those listed above.

Section 11. Compensation. The salaries and other compensation for the principal officers of the corporation shall be fixed, from time to time, by the Board of Directors. No officer shall be disqualified from receiving a salary or such other compensation by reason of his also being a Director of the corporation.

Section 12. Multiple Offices. Any one person may hold up to two offices described by this section, except the president may not hold any other office. It is initially intended the Secretary/Treasurer will be a combined office. Officers need not, but may be shareholders and/or Directors in the company.

Section 13. Other Officers. The duties of any other principal officer shall be described in the Board resolution appointing such officer or by amendment or supplement to these By-laws.

ARTICLE V

Indemnification of Corporate Agents;

Purchase of Liability Insurance

Section 1. Indemnification of Agents of the Corporation; Purchase of Liability Insurance.

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the act that he is or was a Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with the action, suit or proceeding, if he acted



in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

(b) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including amounts paid in settlement and attorneys' fees, actually and reasonably incurred by him in connection with the defense or settlement of the action or suit, if he acted in good faith and in a manner which he reasonably incurred by him in connection with the defense or settlement of the action or suit, if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. However, indemnification shall not be made for any claim, issue or matter as to which a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fair and reasonably entitled to indemnify for such expenses as the court deems proper.

(c) To the extent that a Director, officer, employee or agent of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) or (b), or in defense of any claim, issue or matter therein, he shall be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

(d) Any indemnification under subsection (a) or (b), unless ordered by a court or advanced pursuant to subsection (e), shall be made by the corporation only as authorized in the specified case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances, The determination shall be made: (i) by the stockholders; (ii) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding; (iii) if a majority vote of a quorum consisting of Directors who were not parties to the action, suit or proceeding so orders, by independent legal counsel in a written opinion; or (iv) if a quorum consisting of Directors who were not parties to the action, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion.

(e) The expenses of officers and Directors incurred in defending a civil or criminal action, suit or proceeding shall be paid by the corporation as they are incurred and in advance of the final disposition of the

action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. The provisions of this subsection (e) do not affect any rights to advancement of expenses to which corporate personnel other than Directors or officers may be entitled under any contract or otherwise by law.

(f) The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this Article V (i) does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, the Bylaws or any agreement, vote of stockholders or disinterested Directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to subsection (b) or for the advancement of expenses made pursuant to subsection (e), shall not be made to or on behalf of any Director or officer if a final adjudication establishes that his acts or omissions involved intentional misconduct, fraud or knowing violation of the law and were material to the cause of action (ii) continues for a person who has ceased to be a Director, officer, employee or agent and inures to the benefit of the heirs, executors and administrators of such a person.

(g) The corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, for any liability asserted against him and liability and expenses incurred by him in his capacity as a Director, officer, employee or agent, or arising out of his status as such, whether or not the corporation has the authority to indemnify him against such liability and expenses. The other financial arrangements made by the corporation may include any now or hereafter permitted by applicable law.

(h) In the event that the Utah Revised Statutes shall hereafter permit or authorize indemnification by the corporation of the Directors, officers, employees or agents of the corporation for any reason or purpose or in any manner not otherwise provided for in this Article V, then such Directors, officers, employees and agents shall be entitled to such indemnification by making written demand therefore upon the corporation, it being the intention of this Article V at all times to provide the most comprehensive indemnification coverage to the corporation's Directors, officers, employees and agents as may now or hereafter be permitted by the Utah Revised Statutes.

(i) The foregoing indemnification provisions shall inure to the benefit of all present and future Directors, officers, employees and agents of the corporation and all persons now or hereafter serving at the request of the corporation as Directors, officers, employees or agents of another



corporation, partnership, joint venture, trust or other enterprise and their heirs, executors and administrators, and shall be applicable to all acts or omissions to act of any such persons, whether such acts or omissions to act are alleged to have or actually occurred prior to or subsequent to the adoption of this Article V.

Section 2. Vested Rights. Neither the amendment nor repeal of this Article V, nor the adoption of any provision of the Articles of Incorporation or the Bylaws or of any statute inconsistent with this Article V, shall adversely affect any right or protection of a Director, officer, employee or agent of the corporation existing at the time of such amendment, repeal or adoption of such inconsistent provision.

## ARTICLE VI

## Shares and Share Certificates

Section 1. Record Date.

(a) The Board of Directors may fix a time in the future as a record date for the determination of the stockholders entitled to notice of and to vote at any meeting of stockholders or entitled to give consent to corporate action in writing without a meeting, to receive any report, to receive any dividend or distribution or any allotment of rights or to exercise any rights in respect of any other lawful action. The record date so fixed shall be not more than 60 days nor less than 10 days prior to the date of any meeting, nor more than 60 days prior to any other event for the purposes of which it is fixed.

(b) A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting

is adjourned for more than 30 days from the date set for the original meeting.

(c) When a record date is fixed, only stockholders of record on the close of business on that date are entitled to notice of and to vote at any such meeting, to give consent without a meeting, to receive any report, to receive a dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the Articles of Incorporation, by agreement, by the Utah Revised Statutes or in Section 4 of this Article VI.

Section 2. Certificate for Shares. Every holder of shares in the corporation shall be entitled to have a certificate signed in the name of the corporation by the chairman of the board or the president or a vice president and by the treasurer or an assistant treasurer or the secretary or an assistant secretary, certifying the number of shares and the class or series of shares owned by the stockholder. Any of the signatures on the certificate may be by facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased



to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issuance.

Any certificate for shares shall contain such legend or other statement as may be required by the Utah Revised Statutes, applicable federal or state securities laws, other applicable law or regulation or any agreement between the corporation and the issuee thereof.

Certificates for shares may be issued prior to full payment under such restrictions and for such purposes as the Board of Directors or the Bylaws may provide; provided, however, that any such certificate so issued prior to full payment shall state on the face thereof the amount theretofore paid, the amount remaining unpaid and the terms of payment thereof.

No new certificate for shares shall be issued in lieu of an old certificate unless the latter is surrendered and cancelled at the same time; provided, however, that a new certificate shall be issued without the surrender and cancellation of the old certificate if: (i) the old certificate is lost, apparently destroyed or wrongfully taken; (ii) the request for the issuance of the new certificate is made within a reasonable time after the owner of the old certificate has notice of its loss, destruction or the; (iii) the request for the issuance of a new certificate is made prior to the receipt of notice by the corporation that the old certificate has been acquired by a bona fide purchaser; (iv) if required by the corporation, the owner of the old certificate furnishes sufficient indemnity to or provides other adequate security to the corporation; and (v) the owner of the old certificate satisfies any other reasonable requirements imposed by the corporation. In the event of the issuance of a new certificate, the rights and liabilities of the corporation, and of the holders of the old and new certificates, shall be governed by the provisions of the Utah Uniform Commercial Code.

When the Articles of Incorporation are amended in any way affecting the statements contained in the certificates for outstanding shares, or it becomes desirable for any reason, in the discretion of the Board of Directors, to cancel any outstanding certificate for shares and issue a new certificate therefore conforming to the rights of the holder, the Board of Directors may order any holders of outstanding certificates for share to surrender and exchange them for new certificates within a reasonable time to be fixed by the Board of Directors. The order may provide that a holder of any certificates so ordered to be surrendered is not entitled to vote or to receive dividends or exercise any of the other rights of stockholders until the holder has complied with the order, but such order operates to suspend such rights only after notice and until compliance. The duty of surrender of any outstanding certificates may also be enforced by civil action.

Section 3. Transfer of Shares. Upon surrender to the secretary or transfer agent or registrar of the corporation of a certificate for shares fully endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, unless under applicable federal or state securities laws or otherwise such transfer would be adverse to the best



interests of the corporation or unless the corporation has notice of an adverse claim, which may be an adverse claim of the corporation, to the certificate.

Section 4. Stockholders of Record. Voting by stockholders shall in all cases be subject to the following provisions:

(a) Subject to subsection (h) of this Section 4, shares held by an administrator, executor, guardian, conservator or custodian may be voted by such holder either in person or by proxy, without a transfer of such shares into the holder's name, and shares standing in the name of a trustee may be voted by the trustee, either in person or by proxy, but no trustee shall be entitled to vote shares held by such trustee without a transfer of such shares into the trustee's name.

(b) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into the receiver's name if authority to do so is contained in the order of the court by which such receiver was appointed.

(c) Except where otherwise agreed in writing between the parties, a stockholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledge shall be entitled to vote the shares so transferred.

(d) Shares standing in the name of a minor may be voted and the corporation may treat all rights incident thereto as exercisable by the minor, in person or by proxy, whether or not the corporation has notice, actual or constructive, of the nonage, unless a guardian of the minor's property has been appointed or there is a grantor under the Uniform Transfer to Minors Act and written notice of such appointment is given to the corporation.

(e) If authorized to vote the shares by the power of attorney by which the attorney-in-fact was appointed, shares held by or under control of an attorney-in-fact may be voted and the corporation may treat all rights incident thereto as exercisable by the attorney-in-fact, in person or by proxy, without transfer of the shares into the name of the attorney-in-fact.

(f) Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxyholder as the Articles of Incorporation or the Bylaws of such other corporation may prescribed or, in the absence of such provision, as the Board of Directors of such other corporation may determine or, in the absence of such determination, by the chairman of the board, president or any vice president of such other corporation, or by any other person authorized to do so by the Board of Directors, president or any vice president of such other corporation. Shares which are purported to be voted or any proxy purported to be executed in the name of a corporation (whether or not any title of the person signing is indicated) shall be presumed to be voted or the proxy executed in accordance with the provisions of this subsection, unless the contrary is shown.

(g) Subject to subsection (h) below, shares of the corporation owned by the corporation or any subsidiary shall not be entitled to vote on any matter and shall not be counted in determining the total number of outstanding shares. Solely for purposes of this subsection and subsection (h) below, a "subsidiary" of the corporation shall mean a corporation, shares of which possessing a majority of the power to vote for the election of Directors at the time determination of such voting power is made, are owned directly, or indirectly through one or more subsidiaries, by the corporation.



(h) Shares held by the corporation in a fiduciary capacity, and shares of the corporation held in a fiduciary capacity by any subsidiary, shall not be entitled to vote on any matter, except to the extent that the settlor or beneficial owner possesses and exercises a right to vote or give the corporation binding instructions as to how to vote such shares.

(i) If shares stand of record in the names of two or more persons, whether fiduciaries, members of a partnership, joint tenants, tenants in common, husband and wife as community property, tenants by the entirety, voting trustees, persons entitled to vote under a stockholder voting agreement or otherwise, or if two or more persons (including proxyholders) have the same fiduciary relationship respecting the same shares, unless the secretary of the corporation is given written notice to the contrary and is furnished with a copy of the instrument or order appointing them or creating the relationship wherein it is so provided, their acts with respect to voting shall have the following effect:

(a) If only one votes, such act binds all;

(b) If more than one vote, the act of the majority so voting binds all; and

(c) If more than one vote, but the vote is evenly split on any particular matter, each faction may vote the securities in

question proportionately.

If the instrument so filed or the registration of the shares shows that any such tenancy is held in unequal interests, a majority or even split for the purposes of this Section shall mean a majority or even split in interest.

ARTICLE VII

Records and Reports

Section 1. Maintenance of Books and Records. The corporation shall keep adequate and correct books and records of account and shall keep minutes of the proceedings of its stockholders, Board of Directors and committees of the Board of Directors and shall keep at its principal executive office, or at the office of its transfer agent or registrar, a record of its stockholders, giving the names and addresses of all stockholders and the number and class of shares held



by each stockholder. Such minutes shall be kept in written form. Such other books and records may be kept either in written form or in any other form capable of being converted into written form within a reasonable time. The corporation shall keep at its principal executive office, or if its principal executive office is not in Utah, then at its principal office, if any, in Utah, a copy of the Articles of Incorporation, as amended to date, certified by the Secretary of State, and the original or a copy of the Bylaws, as amended to date, certified by an officer of the corporation.

Section 2. Inspection of Corporate Records. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation and its subsidiaries. Such inspection by a Director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 3. Annual Reports.

(a) At such times as the corporation is subject to the Securities Exchange Act of 1934, as amended, the Board of Directors shall cause an annual report to be sent to the stockholders not later than 120 days after the close of the fiscal year; provided that such report shall be sent to the stockholders at least 10 days prior to the annual meeting of stockholders. Such report shall contain all matters required by the Securities Exchange Act of 1934, as amended and other applicable laws.

(b) Any report required by this Section shall be given in the manner and shall be deemed to have been given by the corporation as provided in Section 4 of Article II of the Bylaws.

Section 4. Annual Statement of Information. The corporation shall file annually with the Secretary of State of the State of Utah, on the prescribed form, a statement in compliance with Section 78.150 of the Utah Revised Statutes.

ARTICLE VIII

Miscellaneous

Section 1. Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 2. Contracts, Etc., How Executed. The Board of Directors, except as otherwise provided in the Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or



authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, share certificate, conveyance or other document or instrument in writing and any assignment or endorsements thereof executed or entered into between the corporation and any other person, when signed by the chairman of the board, the president, any vice president, the chief financial officer, the treasurer or any assistant treasurer of the corporation shall be valid and

binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same.

Section 3. Representation of Shares of Other Corporations. Any officer of the corporation is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the corporation. The authority herein granted to such officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by such officers.

Section 4. Seal. The corporation shall adopt and may, but shall not be required to, use a corporate seal consisting of a circle setting forth on its circumference the name of the corporation and showing the state and date of incorporation.

Section 5. Fiscal Year. Unless changed by resolution of the Board of Directors, the fiscal year of the corporation shall end on the last day of December.

Section 6. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors, which authority may be general or confined to specific instances.

Section 7. Deposits. The Board of Directors shall select banks, trust companies or other depositories in which all funds of the corporation not otherwise employed shall, from time to time, be deposited to the credit of the corporation.

Section 8. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Utah Revised Statutes shall govern the construction of the Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural number and the plural number includes the singular and the term "person" includes a corporation or other entity as well as a natural person.

Section 9. Preclusion of Acquisition of Controlling Interest--Statute. The Incorporators and initial Directors, being fully advised of the Utah Statutory Provisions related to treatment of the acquisition of controlling sharehold interest pursuant to subsequent share transactions, wish to invoke the provisions of Utah Revised Statutes Utah Code Annot ss.61-6-6, or any subsequent provision or section, to hereby elect out of any application of the Acquisition of Controlling Sharehold Interest Provisions under Utah Code Annot ss.61-1-1 et. seq., or other or subsequent related statutory provisions.



ARTICLE IX

Amendments

Section 1. Power of Stockholders. New Bylaws may be adopted or the Bylaws may be amended or repealed by the affirmative vote or written consent of a majority of the outstanding shares entitled to vote, except as otherwise expressly provided by applicable law, the Articles of Incorporation or elsewhere in the Bylaws.

Section 2. Power of Directors. Subject to the right of the stockholders as provided in Section 1 of this Article IX to adopt, amend or repeal Bylaws, Bylaws may be adopted, amended or repealed by the Board of Directors.

The undersigned Directors affirms adoption of these By-Laws by majority vote of the Board of Directors on May ____, 2002.

/s/ Mr. Terry Deru
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Mr. Terry Deru
Director and Chairman of the Board
Date: May ____, 2002

/s/ Mr. Andrew Limpert
---
Director/Secretary
Date: May ____, 2002

Exhibit 10.1

BROADBAND MARITIME INC.
EMPLOYMENTAGREEMENT

EMPLOYMENT AGREEMENT (this "Agreement") made effective as of February 8, 2006 by and between Broadband Maritime Inc. (f/k/a Broadband Maritime of Delaware Inc.), a Delaware corporation with its principal offices located at 61 Broadway, 19th Floor, New York, New York 10006 ("Employer"), and Jarle Pedersen an individual with a residence address 68 Gardenia Drive, Maple Shade, NJ ("Employee").

WITNESSETH:

WHEREAS, in order to protect the rights of Broadband Maritime with respect to its proprietary rights and legitimate business interests;

WHEREAS, Employee will derive substantial benefit from the success of Broadband Maritime; and

WHEREAS, it is a condition and in consideration of Employee's employment by Employer that Employee agrees to the terms hereof.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Proprietary Information

(a) Proprietary Information Defined. Employee understands that during Employee's employment by Employer or any of its affiliates Employee may produce, obtain, make known or learn about certain information which has commercial value in the business in which Employer is engaged and which is treated by Employer as confidential. This information may have been created, discovered or developed by Employer, its predecessors, or otherwise received by Employer from third parties, including but not limited to clients or potential clients of Employer, or representatives of clients or potential clients of Employer, subject to a duty to maintain the confidentiality of such information. All such information is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes trade secrets, ideas, processes, formulas, source code, object code, executable code, data, programs, software, other original works of authorship, know-how, improvements, discoveries, developments, designs, inventions, techniques, marketing plans, strategies, forecasts, new products, unpublished financial statements, budgets, projections, licenses, prices, costs, and customer and supplier lists.

(b) Assignment and Protection of Proprietary Information. Employee understands that all Proprietary Information shall be the sole property of Employer and its assigns, and Employer and its assigns shall be the sole. owner of all patents, copyrights, trademarks, and other rights in connection therewith. Employee hereby assigns to Employer any rights Employee may have or acquire in such Proprietary Information from the date of this Agreement through the

termination of Employee's employment with Employer. At all times, during both Employee's employment by Employer and after its termination, Employee will keep in strictest confidence and trust all Proprietary Information, and will not use, reproduce or disclose any Proprietary Information without the written consent of Employer, except as may be necessary in the ordinary course of performing Employee's duties as an employee of Employer. Employee agrees to keep and maintain adequate and current records of all Proprietary Information developed by Employee (in the form of notes, sketches, drawings and as may be specified by Employer) which records shall be available to and remain the sole property of Employer at all times.

(c) Disclosure of Proprietary Information. Employee agrees that Employee will not, without the written permission of Employer, use the Proprietary Information for any purpose other than as may be necessary in the ordinary course of performing Employee's duties as an employee of Employer. Employee represents that Employee has no obligations or commitments inconsistent with this Agreement. Employee shall use all reasonable safeguards to prevent the unauthorized disclosure of such Proprietary Information. Employee confirms that such Proprietary Information constitutes the exclusive property of Employer. Employee agrees to return all tangible evidence of such Proprietary Information to Employer within three (3) business days of the earlier of (i) the termination of Employee's employment or (ii) the request of Employer.

Section 2. Conflicting Activities

Employee agrees that during Employee's employment by Employer, Employee will not engage in any other employment, occupation, consulting or other activity relating to the business in which Employer is now or may hereafter become engaged, or which would otherwise conflict with Employee's obligations to Employer.

Section 3. Trade Secrets of Others

Employee represents that Employee's performance of all of the terms of this Agreement and as an employee of Employer do not and will not breach any agreement to keep confidential proprietary information, knowledge or data acquired by Employee in confidence or in trust prior to Employee's services to Employer, and Employee will not disclose to Employer, or induce Employer to use, any confidential or proprietary information or material belonging to any previous client, employer or others.

Section 4. Employer's Provision of Specialized Training and Proprietary Information

Employee understands that Employer will provide Employee with specialized training and access to non-public and Proprietary Information regarding Employer and Employer's activities.

Section 5. Inventions

Employee understands that during Employee's employment with Employer, Employee may make, conceive of or reduce to practice various discoveries, developments, designs,



improvements, inventions, formulas, processes, techniques, programs, other works of authorship, know-how and data which are related to the business of Employer including products and services that are offered or being developed by Employer (all of which shall be referred to as "Inventions" throughout this Agreement, whether or not patentable or registrable under copyright, mask work or similar statutes).

(a) Assignment of Inventions.

Employee hereby assigns and transfers to Employer Employee's entire right, title and interest in and to all Inventions made or conceived or reduced to practice by Employee either alone or jointly with others during the period of Employee's employment with Employer. Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of Employee's employment and which are protectable by copyright are "works made for hire", as that term is defined in the United States Copyright Act as in effect as of this date. Employee will, at Employer's request, promptly execute a written assignment of title to Employer for any such Invention and will preserve any such Invention as Proprietary Information of Employer.

(b) Maintenance of Records.

Employee agrees to keep and maintain adequate and current records of all Inventions made by Employee (in the form of notes, sketches, drawings and as may be specified by Employer) which records shall be available to and remain the sole property of Employer at all times.

(c) Disclosure of Inventions.

During the period of Employee's employment and for six months after termination of Employee's employment with Employer, Employee will promptly disclose in writing to Employer all Inventions made or conceived or reduced to practice by Employee, either alone or jointly with others, during the period of Employee's employment with Employer.

(d) Execution of Documents.

Employee further agrees as to all Inventions to assist Employer in every proper way (but at Employer's expense) to obtain and from time to time enforce patents, copyrights, mask works, and other rights and protections relating to Inventions in any and all countries, and to that end will execute all documents for use in applying for and obtaining such patents, copyrights, mask works, and other rights and protections on and enforcing Inventions as Employer may desire, together with any assignments thereof to Employer or persons designated by it. Employee's obligation to assist Employer in obtaining and enforcing patents, copyrights, mask works, and other rights and protections relating to Inventions in any and all countries shall continue beyond the termination of Employee's employment, but Employer shall compensate Employee at a reasonable rate after such termination for time actually spent by Employee at Employer's request on such assistance. In the event Employer is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to obtain or enforce any patent, copyright, mask

work, or other right or protection relating to an Invention, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints Employer and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any application or assignment and to do all other lawfully permitted acts to further the protection and issuance to Employer of patents, copyrights, mask works, or similar protections thereon with the same legal force and effect as if executed by Employee.

Section 6. Non-Competition

(a) Restrictions. In order to protect Employer's Proprietary Information, for a period of one (1) year after the termination or expiration, for any reason, of Employee's employment with Employer hereunder (the "Post-Employment Period"), Employee will not directly or indirectly engage in activities similar or reasonably related to those in which Employee shall have engaged hereunder during Employee's employment with Employer preceding termination or expiration for, nor render services similar or reasonably related to those which Employee shall have rendered hereunder during such employment to, any person or entity whether now existing or hereafter established that directly competes with (or proposes or plans to directly compete with) Employer ("Direct Competitor") in any line of business engaged in or under development by Employer in any territory where Employer markets, sells, designs, or distributes its products or services. Further, Employee shall not, either directly or indirectly, (i) solicit clients or customers of Employer during the Post-Employment Period or (ii) entice, induce or encourage any of Employer's other employees to engage in any activity which, were it done by Employee, would violate any provision of this Agreement. Employee understands that as used in this Section,. the term "any line of business engaged in or under development by Employer" shall be applied as of the date of termination of Employee's employment, or, if later, as of the date of termination of any post-employment consultation. Direct Competitors shall include companies engaged in, and providing, telecommunications engineering and related services for the maritime/merchant ship industry similar to those provided by Employer. This section shall not be construed as to limit Employee's right to be engaged in telecommunications engineering and related services in another field (i.e., not related to the ship industry) in which Employee would not be directly competing with Employer's target market. The Post-Employment Period may be extended by Employer in its sole discretion for an additional period of up to one (1) year upon payment of $24,000, payable $2,000 per month of the additional period.

(b) Reasonability of Restrictions. The parties hereto each agree that the foregoing paragraph imposes a reasonable restraint on Employee in light of the activities and business of Employer, and that such restraint is intended only to protect the goodwill and other legitimate business interests of Employer. Employee agrees that this Agreement is reasonable and enforceable. Employee acknowledges that Employee will receive significant value and advantage as a result of Employee's access to Employer's Proprietary Information, including, without limitation, knowledge of and contact with customers, suppliers and employees of Employer, which, if used improperly, would cause irreparable harm to Employer and negatively impact the good will of Employer. Employee acknowledges and agrees that the consideration offered by Employer under this Agreement give rise to Employer's interest in restraining and prohibiting Employee from engaging in the prohibited activities in the foregoing paragraph.



Employee further agrees that the limitations imposed upon Employee in the foregoing paragraph are reasonable as to time, geographic area and scope of activity prohibited and do not impose a greater restraint than is necessary to protect the goodwill and other legitimate business interests of Employer.

(c) Enforceability. It is the desire and intent of each of the parties that the provisions of this Section 6 shall be enforced to the fullest extent permissible under the laws and public policies applied in the State of New York. Accordingly, if any particular portion of this Section 6 shall be adjudicated to be invalid or unenforceable, Section 6 shall be deemed amended (i) to reform the particular portion to provide for such maximum restrictions as will be valid and enforceable or, if that is not possible, then (ii) to delete therefrom only the portion thus adjudicated to be invalid or unenforceable.

Section 7. Prior Inventions.

Employee understands that all Inventions, if any, patented or unpatented, which Employee made prior to Employee's employment with Employer, are excluded from the scope of this Agreement. To preclude any possible uncertainty, Employee has set forth on Exhibit A attached hereto a complete list of all of Employee's prior Inventions, including numbers of all patents and patent applications, and those that are a property of a previous employer. Employee represents and covenants that the list is complete and that, if no items are on the list, Employee has no such prior Inventions.

Section 8. Term of Agreement: Termination of Employment.

Employee's employment by Employer shall be on an at-will basis and accordingly may be terminated at any time by Employer. Except as otherwise specifically provided in this Agreement, such as under Sections 5(d) and 6(a) hereof, this Agreement shall automatically extend for as long as Employee continues to be employed by Employer. In the event of the termination of Employee's employment by Employee or by Employer for any reason, Employee will deliver to Employer all documents, notes, drawings, specifications, programs, data, devices and other materials of any nature pertaining to Employee's work with Employer and Employee will neither take with Employee nor recreate any of the foregoing, any reproduction of any of the foregoing, or any Proprietary Information that is embodied in a tangible medium of expression. Employee shall notify Employer at least two weeks prior to voluntarily terminating Employee's employment with Employer.

Section 9. Modification.

This Agreement may not be changed, modified, released, discharged, abandoned or otherwise amended, in whole or in part, except by an instrument in writing, signed by Employee and Employer. Employee agrees that any subsequent change or changes in Employee's duties, salary or compensation shall not affect the validity or scope of this Agreement.



Section 10. Entire Agreement.

Employee acknowledges receipt of this Agreement and agrees that with respect to the subject matter hereof it is Employee's entire agreement with Employer, superseding any previous oral or written communications, representations, understanding or agreements with Employer or any officer or representative.

Section 11. Severability.

In the event that any paragraph or provision of this Agreement shall be held to be illegal or unenforceable, such paragraph or provision shall be severed from this Agreement and the entire Agreement shall not fail on account thereof, but shall otherwise remain in full force and effect. If anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

Section 12. Successors and Assigns.

This Agreement shall be binding upon Employee's heirs, executors, administrators or other legal representatives and is for the benefit of Employer, and will inure to its successors and assigns.

Section 13. Employment Relationship Not Modified.

Except as provided herein, this Agreement shall in no way alter, modify, change or amend any existing at-will or contractual employment relationship that exists between Employer and Employee.

Section 14. Governing Law.

This Agreement shall be governed by the internal laws of the State of New York, excluding its conflict of laws principles. The parties hereto consent to the jurisdiction and venue of the courts located in New York County, New York for the resolution of any disputes arising under or related to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the 8th of February, 2006.

| EMPLOYEE: | BROADBAND MARITIME INC. |
|---|---|
| /s/ Jarle Pedersen | By: /s/ Mary Ellen Kramer |
| [Jarle Pedersen] | Name: Mary Ellen Kramer<br>Title: President |

EXHIBIT A

PRIOR INVENTIONS OF EMPLOYEE

Exhibit 10.2

# EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made this 29th day of November, 1999 by and between ePCX.com, Inc. d/b/a Broadband Maritime, a New Hampshire business corporation with its principal offices located at 690 East 18th Street, Brooklyn, New York 11230 ("ePCX" or "Employer"), and Zev Kramer, an individual with a residence address of 690 East 18th Street, Brooklyn, New York 11230 ("Employee").

WITNESSETH:

WHEREAS Employer is a company providing innovative international Internet, Internet-telephony and telecommunications service to the maritime market, represented by its Board of Directors;

WHEREAS Employer has assembled a small, focused team of experienced professionals, which has extensive knowledge of satellite engineering, telephony engineering and switching, network deployment, foreign origination telecommunications marketing, maritime management as well as international accounting and operations:

WHEREAS Employee has credentials indicating substantial knowledge in areas important to the success of Employer;

WHEREAS Employee has certified that he is knowledgeable in the areas in which Employer intends to operate;

WHEREAS Employer wishes to employ Employee and Employee wishes to be employed; and

WHEREAS the parties to this employment agreement wish to enter into a written expression of their relationship as Employer and Employee.

NOW, THEREEORE, in consideration of the agreements contained in this Employment Agreement, the parties, intending to be legally bound, agree as follows:

SECTION 1. EMPLOYMENT OF EMPLOYEE. Employer agrees to employ Employee, and Employee accepts employment with Employer, commencing on the date shown above, on and subject to the terms and conditions set forth in this Employment Agreement.

SECTION 2. DUTIES OF EMPLOYEE.

SECTION 2.1 POSITION AND DUTIES. Employer agrees to employ Employee to act as Chief Information Officer for Employer. Employee shall be responsible for performing the following duties:

SECTION 2.1.1 overall responsibility for network integrity and operations

SECTION 2.1.2 development and improvement of proprietary network configuration and associated algorithms and software

SECTION 2.1.3 development and maintenance of vendor relations as relates to network equipment and resources

SECTION 2.1.4 direction of network and satellite engineering staff

Employee's success in performing assigned tasks shall be measured by industry standards for performance of mission critical systems including; without limitation, reliability of the Company's deployed network. Employee shall also be evaluated on his ability to take direction and his ability to work as an integral part of a team. Employer reserves the right from time to time to change the nature of Employee's duties and job title.

SECTION 2.2 TIME DEVOTED TO WORK. Employee agrees to devote Employee's entire business time, attention, and energies, as well as Employee's best talents and abilities to the business of Employer in accordance with Employer's instructions and directions and shall not be engaged in any other business activity, whether or not the activity is pursued for gain, profit, or other pecuniary advantage, during the term of this employment agreement without Employer's prior written consent. Nothing contained herein shall prevent Employee from serving as a director or trustee of any corporation or other organization, or in another capacity, with any non-commercial enterprise provided that such service does not materially interfere with the performance of Employee's duties hereunder and such business or organization does not have business relations with or compete with the Employer or any of its subsidiaries or affiliates.

SECTION 3. PLACE OF EMPLOYMENT. Employee shall be based at Employer's principal office but shall be required to' travel away from that office on business as

needed by Employer. If Employer relocates its principal office to a different metropolitan area or requests that Employee relocate to one of its offices in a different metropolitan area and Employee consents to relocate to that new location, Employer shall promptly pay or reimburse Employee for all reasonable moving expenses incurred by Employee in connection with the relocation plus an amount to reimburse Employee for any federal and state income taxes that Employee has to pay on amounts reimbursed. Employer also shall indemnify Employee against any loss incurred in connection with the sale of Employee's principal residence. The amount of any loss shall be determined by taking the difference between the average of two appraisal prices set by two independent appraisers agreed to by Employer and Employee and the actual sales price of Employee's principal residence.

SECTION 4. Compensation of Employee.

SECTION 4.1 BASE SALARY. For all services rendered by Employee under this employment agreement, Employer agrees to pay Employee an annual base salary of one hundred eighty thousand ($180,000) dollars, which shall be payable to Employee in such installments, but not less frequently than monthly, as are consistent with Employer's practice for its other Employees.



SECTION 4.2 BENEFITS; INCENTIVES. During the term of his employment, Employee shall be entitled to participate in all bonus, incentive compensation, stock option or stock related right, retirement, profit-sharing, medical payment, disability, health or life insurance and other benefit plans and arrangements which may be or become available to employees of the Employer in general; provided, that Employee shall be required to comply with the conditions attendant to coverage by such plans and arrangements.

SECTION 4.3 BUSINESS EXPENSES. Employer shall promptly pay or reimburse Employee for all reasonable business expenses incurred by Employee in performing Employee's duties and obligations under this employment agreement, but only if Employee properly accounts for expenses in accordance with Employer's policies. Employer and Employee agree specifically that biweekly reimbursement shall be considered prompt for the purposes of this Section.

SECTION 4.4 VACATIONS AND OTHER PAID ABSENCES. Employee shall be entitled to fifteen (15) paid vacation days each calendar year during the term of this Employment Agreement. Such vacation shall be taken at such time or times as may be mutually agreed upon by the Employer and Employee. Employee shall be entitled to the same paid holidays as authorized by Employer for its other Employees. Employee shall be entitled to the same number of paid sick days and personal absence days authorized by Employer for its other Employees.

SECTION 5. TERMINATION OF EMPLOYMENT. Employee's employment shall commence on November 29, 1999 and shall terminate on November 29, 2005, unless extended or terminated sooner, as provided by this section (Section) of the Employment Agreement. On November 28, 2005, and on each anniversary thereafter, Employee's employment with Employer shall be extended automatically for an additional year unless, at least ninety (90) days prior to the termination date, Employer or Employee delivers to the other written notice that Employee's employment with Employer is not to be extended.

SECTION 5.1 TERMINATION AT EMPLOYEE'S DEATH. Employee's employment with Employer shall terminate at Employee's death.

SECTION 5.2 TERMINATION UPON EMPLOYEE'S DISABILITY. If, because of illness or injury, Employee becomes unable to work full time for Employer for a period of more than thirty (30) days, Employer may, in its sole discretion at any time after that period give Employee thirty (30) days written notice that it will replace Employee if Employee is unable to return to work full time before the date specified in the written notice.

SECTION 5.3 TERMINATION BY EMPLOYEE. Employee may, but is not obligated to, terminate this employment agreement at any time under the following circumstances:

SECTION 5.3.1 Employee's health becomes so impaired that continued performance of Employee's duties under this employment agreement would be hazardous to Employee's physical or mental health.



SECTION 5.3.2 There is a change in control of Employer such that someone other than the current majority shareholder of Employer becomes the beneficial owner of 50 percent or more of the voting power

of Employer. No transaction or event will be deemed to have caused a change in control if Employee gives prior consent to the transaction or event.

SECTION 5.3.3 Employer becomes insolvent or files a bankruptcy petition.

SECTION 5.4 TERMINATION BY EMPLOYER. Employer may terminate Employee's employment for cause. For the purposes of this Employment Agreement, "Cause" shall be defined as follows: Employer shall have cause to terminate Employee's employment if Employee repeatedly or willfully fails to perform any duties required by this Employment Agreement, Employee is consistently, flagrantly, or grossly negligent in the performance of required duties, Employee engages in conduct that demonstrably or substantially damages Employer, Employee is convicted of a felonious act of moral turpitude, or Employee discloses material confidential information in violation of Section 6 of this Employment Agreement.

SECTION 5.5 NOTICE OF TERMINATION. Any termination of Employee's employment by Employer or Employee must be communicated to the other party by a written notice of termination. The notice must specify the provision of this Employment Agreement authorizing the termination and must set forth in reasonable detail the facts and circumstances providing the basis for termination of Employee's employment.

SECTION 5.6 DATE TERMINATION IS EFFECTIVE. If Employee's employment terminates because this Employment Agreement expires, then Employee's employment will be considered to have terminated on that expiration date. If Employee's employment terminates because of Employee's death, then Employee's employment will be considered to have terminated on the date of Employee's death. If Employee's employment is terminated by Employee, then Employee's employment will be considered to have terminated on the date that notice of termination is given. If Employee's employment is terminated by Employer for cause, then Employee's employment will be considered to have terminated on the date specified by the notice of termination.

SECTION 5.7 COMPENSATION FOLLOWING TERMINATION. Regardless of the reason for termination, Employer shall pay Employee Employee's then current base salary through the date employment is terminated and Employer shall have no further obligations to Employee under this Employment Agreement.

SECTION 5.8 ACCELERATED VESTING OF SHARES. Notwithstanding the provisions of Section 4.4, above, all shares of common stock issued to Employee by Employer shall vest in full upon a change of control of ePCX as defined un Section 5.3.2., hereof. In the event of Employee's termination of employment with Employer, or an affiliate, for any reason, with or without cause, Employee shall be entitled to a pro rated share of the issued shares calculated



based on Section 4.4, hereof, and Employee's tenure with Employer. All of Employee's unvested issued shares then remaining shall be tendered to the Employer at the price of one ($.01) cent per share.

SECTION 6. CONFIDENTIAL INFORMATION. While employed by Employer, Employee shall not disclose any material confidential information about Employer to anyone other than an Employee of Employer or someone to whom disclosure is reasonably necessary to perform Employee's duties without the written consent of Employer. The president of ePCX is authorized by Employer to give such consent. "Confidential information" does not include any information that is known generally by the public, other than as a result of unauthorized disclosure by Employee, or information that is not the type of information considered confidential by persons engaged in a business that is the same or similar to that conducted by Employer. Confidential information is material if its disclosure would be materially damaging to Employer. For two (2) years after Employee's employment with Employer terminates or, if longer, the period of time remaining in the term of this Employment Agreement, Employee shall not disclose any material confidential information, as described herein, except as required in connection with any judicial or administrative proceeding or inquiry.

SECTION 7. NONCOMPETITION AGREEMENT. For two (2) years after Employee's employment with Employer terminates, Employee agrees not to directly or indirectly own, manage, control, or operate, serve as an officer, director, partner, or employee of, or have any direct or indirect financial interest in, or help anyone, either conduct any of Employer's businesses or assist any other entity that competes with any business conducted by Employer or any of its subsidiaries. No business will be considered conducted by Employer unless at least ten (10%) percent of Employer's assets are devoted to the business or at least ten (10%) percent of Employer's gross sales are derived from the business. Whether an entity competes with a business conducted by Employer is determined as of the date that Employee terminates employment with Employer.

SECTION 8. NOTICES. Any notice given under this Employment Agreement to either party shall be made in writing. Notices shall be deemed given when delivered by hand or when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party at the address set forth below.

Employee's address: Zev Kramer
690 East 18th Street
Brooklyn, New York 11230

Employer's address: ePCX.com, Inc. d/b/a Broadband Maritime
690 East 18th Street
Brooklyn, New York 11230

Each party may designate a different address for receiving notices by giving written notice of the different address to the other party. The written notice of the different address will be deemed given when it is received by the other party.



SECTION 9. BINDING AGREEMENT. The rights and obligations of Employer under this employment agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. This Employment Agreement shall inure to the benefit and be enforceable by Employee's personal representatives, legatees, and heirs. If Employee dies while amounts are still owed, such amounts shall be paid to Employee's legatees or, if no such person or persons have been designated, to Employee's estate.

SECTION 10. ATTORNEY'S FEES. If either party hereto shall breach any of the terms hereof, such party shall pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorneys' fees, incurred by such party enforcing the term of this Agreement.

SECTION 11. FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by either party hereto, such party shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws and regulations or any other cause whatsoever beyond the control of such party.

SECTION 12. AMENDMENT AND WAIVER. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any amendment or waiver will be binding on Client only if such amendment or waiver is set forth in a writing executed by Client, and provided that any amendment or waiver will be binding upon Agency only if such amendment or waiver is set forth in a writing executed by Agency. The waiver of any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

SECTION 13. CONSTRUCTION & APPLICABLE LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York as if the Agreement were fully executed and performed under the laws of the State of New York so that the principles of conflicts of laws would not apply.

SECTION 14. SEVERABILITY. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be amended by the parties hereto so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible. The invalidity, illegality or unenforceability of any provision shall not affect in any manner the other provisions herein contained, which remain in full force and effect

SECTION 15. GRAMMATICAL USAGE. Throughout this Agreement, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

SECTION 16. HEADINGS; CONTEXT. The headings of the sections (Sections) and paragraphs (P. P.) contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

SECTION 17. COUNTERPARTS. This Agreement may be executed in numerous counterparts, all of which shall be considered one and the same agreement.



SECTION 18. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations and warranties of the parties as to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties to this Employment Agreement have executed this Agreement in multiple originals as of the day and year first above written.

EMPLOYER: EPCX.COM, INC.
D/B/A BROADBAND MARITIME

BY: /S/ MARYELLEN KRAMER
MARY ELLEN KRAMER, PRESIDENT

WITNESS: LEONORA RENNIE

EMPLOYEE:

/S/ ZEV KRAMER

WITNESS: /S/ LEONORA RENNIE

Exhibit 10.3

# EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made this 29th day of November, 1999 by and between ePCX.com, Inc. d/b/a Broadband Maritime, a New Hampshire business corporation with its principal offices located at 690 East 18th Street, Brooklyn, New York 11230 ("ePCX" or "Employer"), and Mary Ellen Kramer, an individual with a residence address of 690 East 18th Street, Brooklyn, New York 11230 ("Employee").

WITNESSETH:

WHEREAS Employer is a company providing innovative international Internet, Internet-telephony and telecommunications service to the maritime market, represented by its Board of Directors;

WHEREAS Employer has assembled a small, focused team of experienced professionals, which has extensive knowledge of satellite engineering, telephony engineering and switching, network deployment, foreign origination telecommunications marketing, maritime management as well as international accounting and operations;

WHEREAS Employee has credentials indicating substantial knowledge in areas important to the success of Employer;

WHEREAS Employee has certified that she is knowledgeable in the areas in which Employer intends to operate;

WHEREAS Employer wishes to employ Employee and Employee wishes to be employed; and

WHEREAS the parties to this employment agreement wish to enter into a written expression of their relationship as Employer and Employee.

NOW, THEREFORE, in consideration of the agreements contained in this Employment Agreement, the parties, intending to be legally bound, agree as follows:

SECTION 1. EMPLOYMENT OF EMPLOYEE. Employer agrees to employ Employee, and Employee accepts employment with Employer, commencing on the date shown above, on and subject to the terms and conditions set forth in this Employment Agreement.

SECTION 2. DUTIES OF EMPLOYEE.

SECTION 2.1. POSITION AND DUTIES. Employer agrees to employ Employee to act as President/Chief Executive Officer for Employer. Employee shall be responsible for performing the following duties:

SECTION 2.1.1. overall executive responsibility for management of company

SECTION 2.1.2. management of investor relations

SECTION 2.1.3. liaison to legal and accounting professionals

SECTION 2.1.4. overall responsibility for shareholder and SEC reporting

SECTION 2.1.5. responsibility for all contract negotiation on corporate purchases and sales

Employee's success in performing assigned tasks shall be measured by the Board of Directors. Employer reserves the right from time to time to change the nature of Employee's duties and job title.

SECTION 2.2. Time Devoted to Work. Employee agrees to devote Employee's entire business time, attention, and energies, as well as Employee's best talents and abilities to the business of Employer in accordance with Employer's instructions and directions and shall not be engaged in any other business activity, whether or not the activity is pursued for gain, profit, or other pecuniary advantage, during the term of this employment agreement without Employer's prior written consent Nothing contained herein shall prevent Employee from serving as a director or trustee of any corporation or other organization, or in another capacity, with any non-commercial enterprise provided that sud1 service does not materially interfere with tl1e performance of Employee's duties hereunder and such business or organization does not have business relations with or compete with the Employer or any of its subsidiaries or affiliates.

SECTION 3. PLACE OF EMPLOYMENT. Employee shall be based at Employer's principal office but shall be required to travel away from that office on business as needed by Employer.

If Employer relocates its principal office to a different metropolitan area or requests that Employee relocate to one of its offices in a different metropolitan area and Employee consents to relocate to that new location, Employer shall promptly pay or reimburse Employee for all reasonable moving expenses incurred by Employee in connection with the relocation plus an amount to reimburse Employee for any federal and state income taxes that Employee has to pay on amounts reimbursed. Employer also shall indemnify Employee against any loss incurred in connection with the sale of Employee's principal residence. The amount of any loss shall be determined by taking the difference between the average of two appraisal prices set by two independent appraisers agreed to by Employer and Employee and the actual sales price of Employee's principal residence.

SECTION 4. COMPENSATION OF EMPLOYEE.

SECTION 4.1. BASE SALARY. For all services rendered by Employee under this employment agreement, Employer agrees to pay Employee an annual base salary of one hundred eighty thousand ($180,000) dollars, which shall be payable to Employee in such installments, but not less frequently than montl1ly, as are consistent with Employer's practice for its other Employees.

SECTION 4.2. BENEFITS; INCENTIVES. During the term of her employment, Employee shall be entitled to participate in all bonus, incentive compensation, stock option or stock related

right, retirement, profit-sharing, medical payment, disability, health or life insurance and other benefit plans and arrangements which may be or become available to employees of the Employer in general; provided, that Employee shall be required to comply with the conditions attendant to coverage by such plans and arrangements.

SECTION 4.3. BUSINESS EXPENSES. Employer shall promptly pay or reimburse Employee for all reasonable business expenses incurred by Employee in performing Employee's duties and obligations under this employment agreement, but only if Employee properly accounts for expenses in accordance with Employer's policies. Employer and Employee agree specifically that biweekly reimbursement shall be considered prompt for tl1e purposes of this Section.

SECTION 4.4. VACATIONS AND OTHER PAID ABSENCES. Employee shall be entitled to fifteen (15) paid vacation days each calendar year during the term of this Employment Agreement. Such vacation shall be taken at such time or times as may be mutually agreed upon by the Employer and Employee. Employee shall be entitled to the same paid holidays as authorized by Employer for its other Employees. Employee shall be entitled to the same number of paid sick days and personal absence days authorized by Employer for its other Employees.

SECTION 5. TERMINATION OF EMPLOYMENT. Employee's employment shall conm1ence on November 29, 1999 and shall terminate on November 29, 2005, unless extended or terminated sooner, as provided by this section (Section) of the Employment Agreement. On November 28,2005, and on each anniversary thereafter, Employee's employment with Employer shall be extended automatically for an additional year unless, at least ninety (90) days prior to the termination date, Employer or Employee delivers to the other written notice that Employee's employment with Employer is not to be extended.

SECTION 5.1 TERMINATION AT EMPLOYEE'S DEATH. Employee's employment with Employer shall terminate at Employee's death.

SECTION 5.2. TERMINATION UPON EMPLOYEE'S DISABILITY. If, because of illness or injury, Employee becomes unable to work full time for Employer for a period of more than thirty (30) days, Employer may, in its sole discretion at any time after that period give Employee thirty (30) days written notice that it will replace Employee if Employee is unable to return to work full time before the date specified in the written notice.

SECTION 5.3. TERMINATION BY EMPLOYEE. Employee may, but is not obligated to, terminate this employment agreement at any time under tl1.e following circumstances:

SECTION 5.3.1. Employee's health becomes so impaired that continued performance of Employee's duties under this employment agreement, would be hazardous to Employee's physical or mental health.

SECTION 5.3.2. There is a change in control of Employer such that someone other than the current majority shareholder of Employer becomes the beneficial owner of 50 percent or more of the voting power of Employer. No transaction or event will be deemed to have caused a change in control if Employee gives prior

consent to the transaction or event.

SECTION 5.3.3. Employer becomes insolvent or .files a bankruptcy petition

SECTION 5.4 TERMINATION BY EMPLOYER. Employer may terminate Employee's employment for cause. For the purposes of this Employment Agreement, "Cause" shall be defined as follows: Employer shall have cause to terminate Employee's employment if Employee repeatedly or willfully fails to perform any duties required by this Employment Agreement, Employee is consistently, flagrantly, or grossly negligent in the performance of required duties, Employee engages in conduct that demonstrably or substantially damages Employer, Employee is convicted of a felonious act of moral turpitude, or Employee discloses material confidential information in violation of Section 6 of this Employment Agreement.

SECTION 5.5. NOTICE OF TERMINATION. Any termination of Employee's employment by Employer or Employee must be communicated to the other party by a written notice of termination. The notice must specify the provision of tllis Employment Agreement authorizing the termination and must set forth in reasonable detail the facts and circumstances providing the basis for termination of Employee's employment.

SECTION 5.6. DATE TERMINATION IS EFFECTIVE. If Employee's employment terminates because this Employment Agreement expires, then Employee's employment will be considered to have terminated on that expiration date. If Employee's employment terminates because of Employee's death, then Employee's employment will be considered to have terminated on the date of Employee's death. If Employee's employment is terminated by Employee, then Employee's employment will be considered to have terminated on the date that notice of termination is given. If Employee's employment is terminated by Employer for cause, then Employee's employment will be considered to have terminated on the date specified by the notice of termination.

SECTION 5.7 COMPENSATION FOLLOWING TERMINATION. Regardless of the reason for termination, Employer shall pay Employee Employee's then current base salary through the date employment is terminated and Employer shall have no further obligations to Employee under this Employment Agreement.

SECTION 5.8 ACCELERATED VESTING OF SHARES. Notwithstanding the provisions of Section 4.4, above, all shares of common stock issued to Employee by Employer shall vest in full upon a change of control of ePCX as defined un Section 5.3.2., hereof. In the event of Employee's termination of employment with Employer, or an affiliate, for any reason, with or without cause, Employee shall be entitled to a pro rated share of the issued shares calculated based on Section 4.4, hereof and Employee's tenure with Employer. All of Employee's unvested issued shares then remaining shall be tendered to the Employer at the price of one ($.01) cent per share.

SECTION 6. CONFIDENTIAL INFORMATION. While employed by Employer, Employee shall not disclose any material confidential information about Employer to anyone other than an Employee of Employer or someone to whom disclosure is reasonably necessary to perform Employee's duties

without the written consent of Employer. The president of ePCX is authorized by Employer to give such consent. "Confidential information" does not include any information that is known generally by the public} other than as a result of unauthorized disclosure by Employee, or information that is not the type of information considered confidential by persons engaged in a business that is the same or similar to that conducted by Employer. Confidential information is material if its disclosure would be materially damaging to Employer. For two (2) years after Employee' s employment with Employer terminates or, if longer, the period of time remaining in the term of this Employment Agreement, Employee shall not disclose any material confidential information, as described herein, except as required in connection with any judicial or administrative proceeding or inquiry.

SECTION 7. NONCOMPETITION AGREEMENT. For two (2) years after Employee}s employment with Employer terminates, Employee agrees not to directly or indirectly own, manage, control, or operate, serve as an officer, director, partner, or employee of, or have any direct or indirect financial interest in, or help anyone, either conduct any of Employer's businesses or assist any other entity that competes with any business conducted by Employer or any of its subsidiaries. No business will be considered conducted by Employer unless at least ten (10%) percent of Employer's assets are devoted to the business or at least ten (10%) percent of Employer's gross sales are derived from the business. Whether an entity competes with a business conducted by Employer is determined as of the date that Employee terminates employment with Employer.

SECTION 8. NOTICES. Any notice given under this Employment Agreement to either party shall be made in writing. Notices shall be deemed given when delivered by hand or when mailed by registered or certified mail} return receipt requested} postage prepaid} and addressed to the party at the address set forth below.

Employee's address: Mary Ellen Kramer

690 East 18th Street
Brooklyn, New York 11230

Employer's address: ePCX.com, Inc. d/b/ a Broadband Maritime
690 East 18th Street
Brooklyn, New York 11230

Each party may designate a different address for receiving notices by giving written notice of the different address to the other party. The written notice of the different address will be deemed given when it is received by the other party.

SECTION 9. BINDING AGREEMENT. The rights and obligations of Employer under this employment agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer. This Employment Agreement shall inure to the benefit and be enforceable by Employee's personal representatives, legatees, and heirs. If Employee dies while amounts are still owed, such amounts shall be paid to Employee's legatees or, if no such person or persons have been designated, to Employee's estate.

SECTION 10. ATTORNEY'S FEES. If either party hereto shall breach any of the terms hereof, such party shall

pay to the non-defaulting party all of the non-defaulting party's costs and expenses, including reasonable attorneys' fees, incurred by such party enforcing the terms of this Agreement.

SECTION 11. FORCE MAJEURE. Whenever a period of time is herein prescribed for the taking of any action by either party hereto, such party shall not be liable or responsible for any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws and regulations or any other cause whatsoever beyond the control of such party.

SECTION 12. AMENDMENT AND WAIVER. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any amendment or waiver will be binding on Client only if such amendment or waiver is set forth in a writing executed by Client, and provided that any amendment or waiver will be binding upon Agency only if such amendment or waiver is set forth in a writing executed by Agency. The waiver of any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

SECTION 13. CONSTRUCTION & APPLICABLE LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York as if the Agreement were fully executed and performed under the laws of the State of New York so that the principles of conflicts of laws would not apply.

SECTION 14. SEVERABILITY. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be amended by the parties hereto so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible. The invalidity, illegality or unenforceability of any provision shall not affect in any manner the other provisions herein contained, which remain in full force and effect

SECTION 15. GRAMMATICAL USAGE. Throughout this Agreement, reference to the neuter gender shall be deemed to include the masculine and feminine, the singular the plural and the plural the singular, as indicated by the context in which used.

SECTION 16. HEADINGS; CONTEXT. The headings of the sections (Sections) and paragraphs (P. P.) contained in this Agreement are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of this Agreement.

SECTION 17. COUNTERPARTS. This Agreement may be executed in numerous counterparts, all of which shall be considered one and the same agreement.

SECTION 18. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations and warranties of the parties as to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties to this Employment Agreement have executed this Agreement in multiple originals as of the day and year first above Written.

EMPLOYER: EPCX.COM, INC.
D/B/A BROADBAND MARITIME

EMPLOYEE:
---

By: /s/ Zev Kramer
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/s/ Mary Ellen Kramer
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Zev Kramer, Secretary

WITNESS: /S/ LEONORA RENNIE
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WITNESS: /S/ LEONORA RENNIE
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Exhibit 21

SUBSIDIARIES OF BBM HOLDINGS, INC.

<TABLE>
<CAPTION>

| Name of Subsidiary | Jurisdiction of Organization |
| --- | --- |
| <S> | <C> |
| Broadband Maritime Inc. (Wholly owned subsidiary of BBM Holdings, Inc.) | Delaware |

</TABLE>

Exhibit 99.1

FOR IMMEDIATE RELEASE
Contact: Mary Ellen Kramer, President
(212) 430-6369

BBM HOLDINGS, INC. F/K/A PRIME RESOURCE, INC.

AND BROADBAND MARITIME INC. ANNOUNCE MERGER

New York, NY (April 1, 2007) BBM Holdings, Inc. f/k/a Prime Resource, Inc. (OTCBB: PRRO) announced the closing of a merger of Prime Acquisition, Inc., a wholly owned subsidiary of BBM Holdings, Inc., with and into Broadband Maritime, Inc. pursuant to a merger agreement previously entered into by the companies on January 15, 2007 and amended on February 13, 2007 and March 16, 2007 (the "Merger Agreement").

The surviving corporation, Broadband Maritime Inc. ("Broadband Maritime"), is wholly owned by and the sole subsidiary of BBM Holdings, Inc. ("BBM Holdings"). All of the outstanding capital stock of Broadband Maritime immediately prior to the merger (other than shares as to which holders have perfected as assert dissenter's rights) has been converted into the right to receive, in the case of a Class A Preferred Share of Broadband Maritime, one share of common stock, no par value, of BBM Holdings per 0.0595589330784 Class A Preferred Share and in the case of a Common Share of Broadband Maritime, one share of common stock, no par value, of BBM Holdings per 59.5589330784 Common Shares. As a result, control of BBM Holdings has changed because former holders of Broadband Maritime capital stock will own approximately 94.236% of the outstanding common stock of BBM Holdings immediately after the closing (assuming no dissenting shareholders).

Immediately following the merger, the pre-merger Broadband Maritime management team assumed the executive and other management positions of both BBM Holdings and its wholly-owned operating subsidiary. Mary Ellen Kramer will serve as president of both BBM Holdings and Broadband Maritime. The directors of Broadband Maritime prior to the merger, with the addition of Andrew Limpert, will serve as members of the Board of Directors of BBM Holdings.

WHERE TO FIND ADDITIONAL INFORMATION ABOUT BBM HOLDINGS, INC.

Documents filed by BBM Holdings, Inc. f/k/a Prime Resource, Inc. with the Securities and Exchange Commission, may be obtained free of charge at the Commission's web site at www.sec.gov. In addition, investors and security holders may obtain copies of the documents filed with the Commission by Prime by contacting BBM Holdings, Inc.'s corporate secretary at (212) 430-6369.

ABOUT BBM HOLDINGS, INC. F/K/A PRIME RESOURCE, INC.

BBM Holdings, Inc. f/k/a Prime Resource, Inc. is a Utah corporation organized on March 29, 2002, as a successor entity to Prime, LLC, a Utah limited liability company. BBM Holdings had been engaged in group insurance brokerage and investment and pension consulting through its wholly owned subsidiaries, Belsen Getty, LLC and Fringe Benefit Analysts, LLC. As of April 30, 2006, substantially all of the assets and liabilities of PRIME RESOURCE, INC. were sold.

ABOUT BROADBAND MARITIME INC.

Broadband Maritime Inc. is a telecommunications engineering and service company offering turn key, always-on Internet access to commercial shipping fleets. Broadband Maritime was founded to develop innovative, cost-effective voice and data network solutions for use in niche markets. Its operations are managed from its New York, NY office(s). Additional information about Broadband Maritime Inc. can be found at www.broadbandmaritime.com.

This press release may include forward-looking statements. While BBM Holdings believes that any forward looking expectations, assumptions, estimates and projections are reasonable, such forward-looking statements are only predictions and involve known and unknown risks and uncertainties, many of which are beyond our control. These risks include: the future financial condition of BBM Holdings, the continued qualification of the common stock of BBM Holdings for listing on the OTC Bulletin Board, risks associated with the discontinuance of the former Prime Resource operations, risks associated with unsatisfactory results from the deployment of acquired Broadband Maritime products, the successful integration of BBM Holdings and Broadband Maritime, and industry-wide changes. These and other factors, including those discussed in PRIME RESOURCE, INC.'S ANNUAL REPORT ON FORM 10-KSB FOR THE FISCAL YEAR ENDED DECEMBER 31, 2006, may cause the actual results, performance or achievements to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements.

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