

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): February 13, 2007

PRIME RESOURCE, 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)

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

(801) 433-2000  
Registrant's Telephone Number, Including Area Code

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))

Item 1.01. Entry Into A Material Definitive Agreement

On February 13, 2007, Prime Resource, Inc. ("Prime"), entered into a First Amendment to the Agreement and Plan of Merger (the "Amendment") with Prime Acquisition, Inc., a wholly-owned subsidiary of Prime ("Merger Sub") and Broadband Maritime Inc. ("Broadband Maritime").

The Amendment amends the Agreement and Plan of Merger, dated as of January 15, 2007 (the "Merger Agreement") among Prime, Merger Sub and Broadband Maritime, as further set forth in the Amendment to, among other things, (1) change the Closing Date to March 16, 2007, (2) change the deadline by which Broadband Maritime must raise additional capital to March 13, 2007, and (3) clarify and correct certain other provisions.

Forward Looking Statements

Safe Harbor Statements under The Private Securities Litigation Reform Act of 1995: This report contains forward-looking statements, including statements regarding expectations for the acquisition of Broadband Maritime. 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, but are not limited to, the risk that the merger transaction may not be completed by April 30, 2007, or at all; risks related to the inability to obtain, or meet conditions imposed for, governmental and other approvals of the transaction; and risks related to any uncertainty surrounding the transaction. 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.

EXHIBITS:

- 2. First Amendment to Agreement and Plan of Merger dated February 13, 2007, with incorporated schedules.
- 99. Press Release, dated February 13, 2007

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.

PRIME RESOURCE, INC.

Date: February 13, 2007

/s/ Terry M. Deru

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Terry M. Deru  
President

PRIME RESOURCE AND BROADBAND MARITIME ANNOUNCE SIGNING OF  
THE FIRST AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER

Salt Lake City, UT (February 13, 2007) Prime Resource, Inc. (OTCBB: PRRO) and Broadband Maritime Inc., a privately-held Delaware corporation offering turn key, always-on Internet access to commercial shipping fleets, today announced the signing of an amendment to the merger agreement previously entered into by the companies on Monday, January 15, 2007.

On February 13, 2007, Prime Resource, Inc. ("Prime"), entered into a First Amendment to the Agreement and Plan of Merger (the "Amendment") with Prime Acquisition, Inc., a wholly-owned subsidiary of Prime ("Merger Sub") and Broadband Maritime Inc. ("Broadband Maritime").

The Amendment amends the Agreement and Plan of Merger, dated as of January 15, 2007, among Prime, Merger Sub and Broadband Maritime, as further set forth in the Amendment to, among other things, (1) change the Closing Date to March 16, 2007, (2) change the deadline by which Broadband Maritime must raise additional capital to March 13, 2007, and (3) clarify and correct certain other provisions. Where to Find Additional Information about Prime

Documents filed by 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](http://www.sec.gov). In addition, investors and security holders may obtain copies of the documents filed with the Commission by Prime by contacting Prime Resource, Inc.'s corporate secretary via email ([andrew@belsengetty.com](mailto:andrew@belsengetty.com)), or via telephone at (801) 433-2000.

#### About Prime Resource

Prime Resource, Inc. is a Utah Corporation which was organized on March 29, 2002, as a successor entity to Prime, LLC, a Utah limited liability company. Prime was an integrated business entity primarily engaged in group insurance brokerage as well as investment and pension consulting. It previously conducted all of its business activities through its wholly owned subsidiaries: Belsen Getty, LLC ("Belsen Getty") and Fringe Benefit Analysts, LLC ("FBA"). As of APRIL 30, 2006, all assets (other than approximately \$35,000 of cash or liquid assets for ongoing reporting and operating expenses and LightSpace Corporation stock in the estimated amount of \$372,268), and liabilities of PRIME RESOURCE, INC. were transferred to a private business entity controlled by the Prime principal shareholders for a reduction of their Prime shares by 55% and other consideration pursuant to a majority shareholder vote as well as a "Majority of the Minority" shareholder vote.

#### About Broadband Maritime

Broadband Maritime Inc. is a telecommunications engineering and service company offering turn key, always-on Internet access to commercial shipping fleets. Additional information about Broadband Maritime Inc. can be found at [www.broadbandmaritime.com](http://www.broadbandmaritime.com). The company must be considered a development stage enterprise with no profits to date.

This press release includes forward-looking statements. These statements may be identified by the use of forward-looking terminology such as "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "might," "plan," "potential," "predict," "should," or "will," or the negative thereof or other variations thereon or comparable terminology. In particular, forward-looking statements include, without limitation, statements related to the expected closing date of the merger, future financial and operating results, expected benefits and synergies of the merger, tax and accounting treatment of the merger, future opportunities, potential clinical trial results, management changes and any other effect, result or aspect of the transaction. Prime Resource has based these forward-looking statements on current expectations, assumptions, estimates and projections. While Prime Resource believes these 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 Prime Resource (either before or after the merger), the continued qualification of the common stock of Prime Resource for listing on the OTC Bulletin Board, (either before or after the merger), risks associated with the discontinuance of the existing Prime Resource operations, risks associated with unsatisfactory results from the deployment of acquired Broadband Maritime products, the successful integration of Prime Resource and Broadband Maritime, costs and potential litigation associated with the merger, industry-wide changes and other causes, the risk that the transaction may not be completed, the failure of either party to meet the closing conditions set forth

in the merger agreement or that the closing of the transaction may be delayed due to failure to obtain required approvals. These and other important 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. Given these risks and uncertainties, you are cautioned not to place undue reliance on such forward-looking statements. We do not undertake any obligation to update any such statements or to publicly announce the results of any revisions to any such statements to reflect future events or developments.

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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.]