

383983

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PICK-UP WAIT MAIL

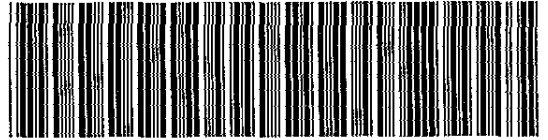
(Business Entity Name)

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merger

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06 JAN 25 PM 4:39
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TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATION

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1/26/06

DEPARTMENT OF STATE
ACCOUNT FILING COVER SHEET

Account Number FCA000000017
Reference: _____
(Sub Account) _____
Date: 1/25/06
Requestor Name: Carlton Fields
Address: Post Office Drawer 190
Tallahassee, Florida 32302
Telephone: (850) 224-1585
Contact Name: Kim Pullen, CLA (ext. 5261)

Corporation Name: Continental Shelf Associates, I

Entity Number: 383983

Authorization: Kim Pullen

Articles of Merger / need 4 Merger
 Certified Copy _____ Certificate of Status
 New Filings _____ Plain Stamped Copy _____ Annual Report
 Fictitious Name _____ Amendments _____ Registration

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Name: Debbie Carlisle Office: St. Pete

**ARTICLES OF MERGER
OF
T S C HOLDINGS GROUP, INC.
(a Florida corporation - Doc #P00000055289)
WITH AND INTO
CONTINENTAL SHELF ASSOCIATES, INC.
(a Florida corporation - Doc #383983)**

**FILED
06 JAN 25 PM 4: 39
SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

Pursuant to Florida Statutes
Sections 607.1101 and 607.1105

Pursuant to Sections 607.1103 and 607.1105 of the Florida Statutes, these Articles of Merger provide as follows:

**ARTICLE I
State of Organization; Surviving Entity**

The name and state of organization of each of the constituent entities of the merger is as follows:

Name	State of Organization
T S C Holdings Group, Inc.	Florida
Continental Shelf Associates, Inc.	Florida

Continental Shelf Associates, Inc., a Florida corporation, shall be the surviving entity.

**ARTICLE II
Plan of Merger**

The Agreement and Plan of Merger is attached hereto as Exhibit A.

**ARTICLE III
Approval of Merger**

The Agreement and Plan of Merger was approved by the shareholders of T S C Holdings Group, Inc., in accordance with Chapter 607, Florida Statutes, on January 20 2006.

The Agreement and Plan of Merger was approved by the shareholders of Continental Shelf Associates, Inc., in accordance with Chapter 607, Florida Statutes, on January 20 2006.

ARTICLE IV
Effective Time

These Articles of Merger shall become effective on January 20, 2006, at 11:59pm Eastern Standard Time.

IN WITNESS WHEREOF, the undersigned authorized representatives of the constituent corporations have caused these Articles of Merger to be executed this 20th day of January, 2006.

T S C Holdings Group, Inc.
a Florida corporation

By: 
Name: ~~Don White~~ *KEVIN PETERSON*
Title: President

Continental Shelf Associates, Inc.
a Florida corporation

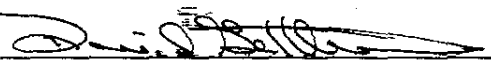
By: 
Name: David Gettleson
Title: President

EXHIBIT A
AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER, dated as of the 20th day of January, 2006, by and between **CONTINENTAL SHELF ASSOCIATES, INC.**, a Florida corporation (hereinafter referred to as the "CSA"), and **TSC HOLDINGS GROUP, INC.**, a Florida corporation (hereinafter referred to as the "TSCHG"), and "CSA" and "TSCHG" being hereinafter collectively referred to as the "Constituent Corporations").

RECITALS

A. Prior to the execution of this Merger Agreement, CSA and TSCHG have entered into an Agreement and Plan of Reorganization dated as of the 20th day of January, 2006, (the "Plan of Reorganization") providing for certain representations, warranties, and agreements in connection with the transaction contemplated.

B. The Boards of Directors and Shareholders of CSA and TSCHG have approved the acquisition of TSCHG by CSA.

C. The Boards of Directors and Shareholders of CSA and TSCHG have approved the statutory merger of TSCHG into CSA (the "Merger") upon the terms and subject to the conditions set forth herein and in the Plan of Reorganization.

D. For federal income tax purposes, it is intended that the Merger shall qualify as reorganization and a tax free transfer of assets by TSCHG to CSA within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENT

Therefore, for good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 *The Merger.*

(a) At the Effective Time (as defined in Section 1.2) and subject to the terms and conditions of this Agreement and the Plan of reorganization, TSCHG shall be merged into CSA and the separate existence of TSCHG shall thereupon cease, in accordance with the applicable provisions of the Florida Business Corporation Act (the "FBCA").

(b) CSA will be the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation") and will continue to be governed by the laws of the State of Florida, and the separate corporate existence of CSA and all of its rights, privileges, immunities and franchises, public or private, and all its duties and liabilities as a corporation organized under the FBCA, will continue unaffected by the Merger.

(c) The assets of TSCHG acquired by CSA will be transferred to CSA pursuant to Section 368(a)(1)(A) of the Code.

(d) The Merger will have the effects specified by the FBCA.

1.2 *Effective Time.* As soon as practicable following fulfillment or waiver of the conditions specified in Article IX and Article X of the Plan of Reorganization and provided that this Agreement has not been terminated or abandoned pursuant to Article IX hereof, the Constituent Corporations will cause a Certificate of Merger (the "Certificate of Merger") to be filed with the office of the Secretary of State of the State of Florida as provided in Section 607 of the FBCA, and will cause this Agreement together with a duly executed Certificate of Approval of Merger, certificates of the officers of CSA and the Constituent Corporations and tax clearance certificates to be filed with the office of the Secretary of State of the State of Florida, as required by the FBCA. Subject to and in accordance with the laws of the State of Florida, the Merger will become effective at the date and time the Certificate of Merger is filed with the office of the Secretary of State of the State of Florida or such later time or date as may be specified in the Certificate of Merger (the "Effective Time" or "Closing").

ARTICLE II

THE SURVIVING CORPORATION

2.1 *Certificate of Incorporation.* The Certificate of Incorporation of CSA as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation immediately after the Effective Time.

2.2 *By-Laws.* The By-Laws of CSA as in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation immediately after the Effective Time.

2.3 *Board of Directors.* From and after the Effective Time, the Board of Directors of CSA shall be the Board of Directors of the Surviving Corporation.

ARTICLE III

CONVERSION OF SHARES

3.1 *Conversion of TSCHG Shares in the Merger.* Pursuant to the Merger Agreement, at the Effective Time, by virtue of the Merger and without any action on the part of any holder of any capital stock of TSCHG:

(a) All of the issued and outstanding shares of stock of TSCHG ("TSCHG Stock") shall be cancelled and shall cease to exist from and after the Effective Time; and

(b) All of the issued and outstanding shares of common stock of TSCHG ("TSCHG Common Stock") shall be converted into, and become exchangeable for, the number of share of validly issued, fully paid and nonassessable common stock of CSA ("CSA Common Stock") necessary so as to convey and issue to the TSCHG shareholders, a fifty percent (50%) ownership interest in CSA immediately after Closing. In the event the number of shares of CSA to be issued to any one or more of the TSCHG shareholders (or being held by any CSA shareholder) contains a fraction of a share then, in that event, CSA agrees to a stock split of its shares prior to closing so as to eliminate any fractional shares of CSA Common Stock being held by any of the TSCHG shareholders or any of the CSA shareholders. The consideration referred to in this Section 3.1, is hereinafter referred to as the "Merger Consideration."

3.2 *Status of Shares of CSA.* After the Effective Time, by virtue of the Merger and without any action of the part of any holder of any capital stock of CSA, each issued and outstanding share of common stock of CSA shall continue unchanged and remain outstanding as a share of common stock of the Surviving Corporation.

3.3 *Exchange of Company Capital Stock Certificates.* (a) At Closing, TSCHG and the TSCHG Controlling Shareholders shall tender the certificates representing shares of TSCHG Common Stock required to effect the exchange referred to in Section 3.3(b). The shares of CSA Common Stock into which the shares of TSCHG Common Stock shall be converted in the Merger, shall be deemed to have been issued at the Effective Time.

(b) From and after the Effective Time, each holder of a certificate which immediately prior to the Effective Time represented outstanding shares of TSCHG Common Stock shall be entitled to receive in exchange therefore, upon surrender thereof at Closing, a certificate or certificates representing the number of whole shares of CSA Common Stock into which such holder's shares of TSCHG Common Stock were converted pursuant to Section 3.1. From and after the Effective Time, CSA shall be entitled to treat the certificates which immediately prior to the Effective Time represented shares of TSCHG Common Stock and which have not yet been surrendered for exchange as evidencing the ownership of the number of full shares of CSA Common Stock into which the shares of TSCHG Common Stock represented by such certificates shall have been converted pursuant to Section 3.1, notwithstanding the failure to surrender such certificates. However, notwithstanding any other provision of this Agreement, until holders or transferees of certificates which immediately prior to the Effective Time represented shares of TSCHG Common Stock have surrendered them for exchange as provided herein, no dividends shall be paid with respect to any shares represented by such certificates and no payment for fractional shares shall be made. Upon surrender of a certificate which immediately prior to the Effective Time represented outstanding shares of TSCHG Common Stock, there shall be paid to the holder of such certificate the amount of any dividends which theretofore became payable, but which were not paid by reason of the foregoing, with respect to the number of whole shares of CSA Common Stock represented by the certificate or certificates issued upon such surrender.

3.4 *Dissenting Shares.* Notwithstanding anything to the contrary contained in this Agreement or the Merger Agreement, holders of shares of TSCHG Common Stock with respect to which dissenters' rights, if any, are granted by reason of the Merger under the FBCA and who do not vote in favor of the Merger and otherwise comply with the FBCA ("TSCHG Dissenting Shares"), shall not be entitled to shares of CSA Common Stock pursuant to Section 3.1, unless and until the holder thereof shall have failed to perfect or shall have effectively withdrawn or lost such holder's right to dissent from the Merger under the FBCA, and shall be entitled to receive only the payment provided for pursuant to the FBCA. If any such holder shall have failed to perfect or shall have effectively withdrawn or lost such holder's dissenters' rights under the FBCA, such

holder's TSCHG Dissenting Shares shall thereupon be deemed to have been converted into and to have become exchangeable for, as of the Effective Time, the right to receive the Merger Consideration.

3.5 *Closing of Transfer Books.* From and after the Effective Time, the stock transfer books of TSCHG shall be closed and no transfer of shares of TSCHG stock shall thereafter be made. If, after the Effective Time, TSCHG Certificates are presented to CSA, they shall be cancelled and exchanged for the Merger Consideration in accordance with the procedures set forth in this Article III.

ARTICLE IV

TERMINATION, AMENDMENT AND WAIVER

4.1 *Termination and Amendment.* Anything herein to the contrary notwithstanding, this Agreement shall terminate in the event of and upon termination of the Plan of Reorganization. This Agreement may be amended by the parties hereto, at any time before or after approval hereof by the stockholders of TSCHG, but, after any such approval, no amendment shall be made which: (a) changes the ratio at which TSCHG Common Stock is to be converted into CSA Common Stock pursuant to Section 3.1; (b) in any way materially adversely affects the rights of holders of TSCHG Common Stock; or (c) changes any of the principal terms of this Agreement, in each case, without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

4.2 *Waiver.* At any time prior to the Effective Time, the parties hereto may: (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto; (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto; and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf CSA and TSCHG.

4.3 *Non-Waiver.* The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and

effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

ARTICLE V

MISCELLANEOUS

5.1 *Notices.* All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered in person or sent by confirmed facsimile, or when received if given by Federal Express or other nationally recognized overnight courier service, or five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party as follows:

Continental Shelf Associates, Inc.
759 Parkway Street
Jupiter, FL 33477
Attn. Robert C. Stevens, Chairman

TSC Holdings Group, Inc.
7897 SW Jack James Drive, Suite A
Stuart, FL 34997
Attn. Kevin Peterson, President

5.2 *Entire Agreement.* This Agreement and the Plan of Reorganization constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of both parties hereto and their respective legal representatives, successors and permitted assigns. The parties and their respective affiliates make no representations or warranties to each other, except as contained in the Plan of Reorganization, and any and all prior representations and statements made by any party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement and the Plan of Reorganization, it being intended that no such representations or statements shall survive the execution and delivery of this Agreement and the Plan of Reorganization.

5.3 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

5.4 *Severability.* The invalidity of any provision of this Agreement or portion of a provision shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision so long as the overall intent and objective of the Agreement can be carried out.

5.5 *Governing Law.* This Agreement and the Plan of Reorganization shall be construed in accordance with the laws of the State of Florida applicable to contracts made to be performed entirely therein.

5.6 *Binding Effect; Benefit.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

5.7 *Assignability.* This Agreement shall not be assignable by either party without the prior written consent of the other party, except that CSA may assign this Agreement to a wholly-owned subsidiary of CSA, but such assignment shall not relieve CSA of any of its liabilities hereunder.

5.8 *Headings.* The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

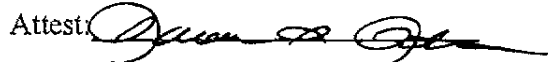
IN WITNESS WHEREOF, the parties have executed this Agreement of Merger on the date first above written.

Continental Shelf Associates, Inc.



Name: David A. Getteson

Title: President

Attest: 

Date: 1-20-06

TSC Holdings Group, Inc.



Name: Kevin Peterson

Title: President & CEO

Attest: 

Date: 1/20/06