P07000015242

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Merger

08/31/12--01016--003 **43.75

09/10/12--01048--001 **35.00

FILED
2012 AUG 31 PM 2:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PDR
9/10/12

35.00

*00678, 02775, 00524, 00671

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: TexStar Holdings, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Mark A. Wood
Contact Person

TexStar Holdings, Inc.
Firm/Company

249 NW 15th Street
Address

Boca Raton, FL 33432
City/State and Zip Code

markalanwood@att.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Mark A. Wood At (561) 866-4357
Name of Contact Person Area Code & Daytime Telephone Number

☑ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Sept 7, 2012

Annette Ramsey
Personal and Confidential
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Dear Annette:

I wanted to personally thank you for your help in getting this issue resolved so we can get the Merger approved and posted in a timely manner. Even though you already have a copy of the Reorganization and Acquisition Agreement which is our Merger Plan, I am forwarding a separate document for this filing.

I have also included a Check for the additional $35.00 made out to the Secretary of State.

If there is any additional information you require or have any questions, please do not hesitate to contact me either via email at markalanwood@att.net, or via my cell phone at (561) 866-4357.

Thanks again and best regards,

Mark A.Wood, P.E.
Secretary and Director
TexStar Holdings, Inc.
249 NW 15th Street
Boca Raton, FL 33432

ARTICLES OF MERGER

(Profit Corporations)

FILED
2012 AUG 31 PM 2:21
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
TexStar Holdings, Inc.	Florida	P7000015242

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
TexStar Energy Corp.	Texas	801554173

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the surviving corporation on _____.

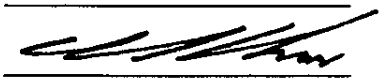
The Plan of Merger was adopted by the board of directors of the surviving corporation on 5/30/2012 and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) **(COMPLETE ONLY ONE STATEMENT)**
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 5/30/2012 and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation	Signature of an Officer or Director	Typed or Printed Name of Individual & Title
TexStar Holdings, Inc.		Mark A. Wood, Secretary and Director
TexStar Energy, Inc.		Charles A. Burris, President

PLAN OF MERGER

(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name	Jurisdiction
TexStar Holdings, Inc.	Florida

The name and jurisdiction of each **subsidiary** corporation:

Name	Jurisdiction
TexStar Energy Corp.	Texas

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

TexStar Holdings, Inc. receives 100% of the shares of shareholders of TexStar Energy Corp in exchange for 90% of the issued shares of TexStar Holdings, Inc. (See Attached Document)

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

N/A

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See Attached Document

REORGANIZATION & SHARE ACQUISITION AGREEMENT

THIS REORGANIZATION and SHARE ACQUISITION AGREEMENT (the "**Agreement**") is made and entered into by and between **Southern Cross Resources Group, Inc.** (a reorganization company resulting from the Stassi Interaxx, Inc. Chapter 11 confirmed Reorganization Plan), a Florida corporation with its principal place of business at 249 NW 15th Street, Boca Raton, FL 33432 (the "**Corporation**") and **Charles Burris**, (President, TexStar Entergy Corporation **(TEXSTAR))**, a Texas corporation with its principal place of business at 402 West Davis Street, Luling, TX), Attorney-in-fact for all the individuals set forth in Exhibit A (hereinafter referred to as the "**Subscribers**") (the **Corporation** and the **Subscribers** being collectively referred to as the "**Parties**").

P R E A M B L E:

WHEREAS, the **Subscribers** own all of the authorized issued and outstanding Common Stock of **TEXSTAR.**, a privately held corporation organized under the laws of the State of Texas (the "**Subsidiary**"); and

WHEREAS, the **Subscribers** desire to acquire the estimated 12,457,944 Shares of the **Corporation's** common stock, $.001 par value (the "**Stock**") which, upon issuance, would constitute approximately 90% of the **Corporation's** authorized, issued and outstanding common stock; and

WHEREAS, the **Subscribers** desire to acquire the Stock, in consideration for their conveyance of all of their common stock in the **Subsidiary**, which stock constitutes all of the Subsidiary's authorized, issued and outstanding securities (the "**Subsidiary Stock**"), provided that such conveyance meets the tax free exchange requirements of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "**Code**").

NOW, THEREFORE, in consideration of the premises, as well as the mutual covenants hereinafter set forth, the **Parties**, intending to be legally bound, hereby agree as follows:

W I T N E S S E T H:

ARTICLE ONE
EXCHANGE PROVISIONS

1.1 Exchange

Subject to the hereinafter described conditions, the Corporation hereby agrees to exchange 12,457,944 shares of its common stock, $.001 par value, with the Subscribers for all of the capital stock of the **Subsidiary**.

1.2 Closing

The exchange of the Stock for the **Subsidiary Stock** shall take place at the offices of Thomas Capital Funding, Inc., advisor to the **Corporation** on the fifth business day after the hereinafter defined Conditions have been met, or at such later time or different place as the **Parties** may mutually select. At the Closing:

(a) The **Subscribers** shall tender to the **Corporation** certificates representing all of the **Subsidiary's** authorized, issued and outstanding common stock, duly executed and in proper form for transfer to the **Corporation**, together with such executed consents, powers of attorney, stock powers and other items as shall be required to convey such stock to the **Corporation**, in compliance with all applicable laws; and

(b) The **Corporation** shall tender to the Subscribers 12,457,944* shares (Ninety percent (90%) distribution calculated based on the conversion of approved creditor debt to shares, the previously completed court ordered audit of returned Stassi Interaxx, Inc. shares and the resulting Transfer Agent shareholder list and share distribution) of the Stock on a pro-rata basis and such other items as shall be required to convey the Stock to the Subscribers. *This amount shall be recalculated, if necessary, to achieve 90% of the outstanding common shares, once that amount is determined.

1.3 Exemption From Registration

(a) The **Subscribers** hereby represent, warrant, covenant and acknowledge that:

(1) The Stock is being issued without registration under the provisions of Section 5 of the Securities Act of 1933, as amended (the "Act") pursuant to exemptions provided in Sections 3(b), 4(2) or 4(6) thereof;

(2) All of the Stock will bear legends restricting its transfer to United States residents, or its transfer, sale, conveyance or hypothecation within the jurisdictional boundaries of the United States, unless such Stock is either registered under the provisions of Section 5 of the Act and under applicable State securities laws, or an opinion of legal counsel, in form and substance satisfactory to legal counsel to the **Corporation** is provided certifying that such registration is not required as a result of applicable exemptions therefrom;

(3) The **Subscribers** are acquiring the Stock for investment purposes only and not with a view to further sale or distribution; and

(4) The **Subscribers** and their advisors have examined all of the **Corporation's** books and records and have fully and completely questioned the **Corporation's** officers and directors as to all matters involving the **Corporation**, except as to such matters as are disclosed, answered or provided after the date hereof.

(b) The **Corporation** hereby represents, warrants, covenants and acknowledges that:

(1) The **Subsidiary Stock** is being transferred without registration under the provisions of Section 5 of the Act pursuant to exemptions provided in Sections 3(b), 4(2) or 4(6) thereof;

(2) All of the **Subsidiary Stock** will bear legends restricting its transfer to United States residents, or its transfer, sale, conveyance or hypothecation within the jurisdictional boundaries of the United States, unless such **Subsidiary Stock** is either registered under the provisions of Section 5 of the Act and under applicable State securities laws, or an opinion of legal counsel is provided certifying that such registration is not required as a result of applicable exemptions therefrom; such opinion of legal counsel to be provided by counsel of **Corporation** that is acceptable to **TEXSTAR** (said approval to not be unreasonably withheld);

(3) The **Corporation** is acquiring the **Subsidiary Stock** for investment purposes only and not with a view to further sale or distribution.

ARTICLE TWO
REPRESENTATIONS AND WARRANTIES

2.1 The Corporation

The **Corporation** hereby represents and warrants to the **Subscribers**, as a material inducement to their entry into this Agreement, that:

(a) The **Corporation** will be, as of the date of the final Share Acquisition Agreement, a validly existing **Corporation**, organized pursuant to the laws of the State of Florida, with all legal and corporate authority and power to conduct its business and to own its properties and that it possesses all necessary permits and licenses required in connection with the conduct of its business;

(b) The conduct of the **Corporation's** business is in full compliance with all applicable Federal, state and local governmental statutes, rules, regulations, ordinances and decrees;

(c) Pursuant to its Articles of Incorporation, the **Corporation** is authorized to issue 60,000,000 Shares of Capital Stock, of which 50,000,000 shares are Common Stock, $0.001 par value and 10,000,000 Shares of Preferred Stock, $0.001 par value. Pursuant to the Bankruptcy Court Approved and confirmed Reorganization Plan and Share Dilution Matrix, there are a total of 1,384,216 shares of Common Stock exempt from registration under Rule 1145 authorized for issuance to **Corporation** creditors, shareholders and for professional services. This authorized share distribution is detailed in Exhibit D – Share Dilution Matrix. Except as reflected in this Agreement, there are no outstanding subscriptions, options, warrants or other agreements or commitments obligating the **Corporation** to issue or sell any additional shares of the **Corporation's** capital stock or any options or rights with respect thereto, or any securities

convertible into any shares of Stock of any class. There are no shares of Preferred stock issued and outstanding. Further, pursuant to the Bankruptcy Court Approved and Confirmed Reorganization Plan and Share Matrix Distribution there is an additional approved, 5,750,000 Common shares authorized for issuance as Rule 1145 shares, for post confirmation use and 2,000,000 shares approved for a future registration. **Corporation** agrees to provide a legal opinion, from legal counsel approved by **TEXSTAR** (said approval to not be unreasonably withheld) as to the free tradability of said shares once issued.

(d) Upon issuance of the Stock, the **Subscribers** will become the owner of approximately 90% of the **Corporation's** authorized, issued and outstanding Common Stock which includes the stock shown in the Court approved Share Distribution Matrix; upon complete capitalization of the company, the post-Share Acquisition TexStar shareholders or designees will have control of approximately 92.9% ownership and Southern Cross Shareholders will retain control of approximately 7% ownership of the company;

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under the Articles of Incorporation or By-laws of the **Corporation**; any indenture, other agreement or instrument to which the **Corporation** is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the **Corporation**, its securities or its properties;

(f) The **Corporation** is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of the Stock or to any agreement that affects the voting rights of any of the Stock, nor has the **Corporation** made any commitment of any kind relating to the issuance of shares of any of its Stock, whether by subscription, right of conversion, option or otherwise;

(g) The **Corporation** is not a party to any agreement or understanding for the sale or exchange of inventory or services for consideration other than cash or at a discount in excess of normal discount for quantity or cash payment;

(h) The **Corporation** is a fresh start corporation created as a component of the Bankruptcy Court approved Chapter 11 reorganization plan for Stassi Interaxx, Inc., has had no operations since its formation in February 2007 and has not been required to file any Federal or State tax returns; further that the **Corporation** is not a party to any action or proceeding by any governmental authority for assessment or collection of taxes, nor has any claim for assessments been asserted against it;

(i) There are presently no contingent liabilities, factual circumstances, threatened or pending litigation, contractually assumed obligations or unasserted possible claims which are known to the **Corporation**, which might result in a material adverse change in the future financial condition or operations of the **Corporation** other than as previously disclosed to the **Subscribers** or reflected in the **Corporation's** financial statements provided to the **Subscribers**;

(j) The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not (except for the consents described in Article Four hereof) require the consent, authority or approval of any other person or entity except such as have been obtained;

(k) No transactions have been entered into either by or on behalf of the **Corporation**, other than in the ordinary course of business nor have any acts been performed (including within the definition of the term performed the failure to perform any required acts) which would adversely affect the good will of the **Corporation**;

(l) The entering into of this Agreement and the performance thereof has been duly and validly authorized by all required Corporate action and does not require any corporate consents other than such as have been unconditionally obtained;

(m) The **Corporation** does not have substantial Financial Statements since the **Corporation** has been a fresh start company created as a component of the Bankruptcy Court approved reorganization plan and since the confirmation of the plan has had no operations. The company has no bank accounts. The **Corporation**, as a reorganized company under a Chapter 11 reorganization plan, it is not a "shell" company as defined by Rule 405 under the Securities Act of 1933.

(n) The **Corporation** does not have any subsidiaries; and

(o) The Minute Books of the **Corporation** contain true, correct and complete copies of the minutes of all meetings of its organizers, shareholders and Board of Directors from the date of its organization to the present.

(p) The Reorganization Corporation will increase the capital structure of the Corporation at the time of the Share Acquisition which will be submitted to the State of Florida. Further, it shall have available for its' capitalization a total of 5,250,000 shares of its' common stock that are exempt from registration under the provisions set forth by the Court as a result of the Court's approval of the Confirmed Plan and the Share Dilution Matrix under its interpretation of Rule 1145 of the Federal Bankruptcy Code, as it applies to the Court approval of the Confirmed plan and the use of Rule 1145, for Post Confirmation expenses necessary to conform to the approved plan. These Rule 1145 shares are freely tradable, to be used for capital formation purposes and other functions as deemed appropriate by the Board of Directors. Specifications and details of these court authorized shares, exempt from registration under Rule 1145, are incorporated in the court approved Disclosure Statement and the Plan of Reorganization for Stassi Interaxx, Inc. (Chapter 11 Case No. 05-37002-BKC-PGH) and all subsequent court approved revisions and amendments.

2.2 The Subscribers

The **Subscribers** hereby represent and warrant to the **Corporation**, as a material inducement to the **Corporation's** entry into this Agreement, that, to the best of their knowledge after reasonable inquiry:

(a) The **Subsidiary** owns or leases all of the assets described in the schedule of assets, a copy of which is annexed hereto and made a part hereof as Exhibit B, and as of the date of this Agreement no events have occurred nor have any facts been discovered which materially alters the **Subsidiary's** assets;

(b) The **Subsidiary** is, as of the date of this Agreement, a validly existing corporation, organized pursuant to the laws of the State of Texas and has all corporate authority and power to conduct its business and to own its properties and possesses all necessary permits and licenses required in connection with the conduct of its business;

(c) The conduct of the **Subsidiary's** business is in full compliance with all applicable governmental statutes, rules, regulations, ordinances and decrees;

(d) The **Subsidiary** has 100,000,000 shares of Common Stock, $0.0001 par value, authorized and 10,000,000 shares of Preferred Stock, $0.0001 par value, authorized, of which 10,000,000 shares of Common Shares and no shares of Preferred Stock are currently issued and outstanding. There being no other outstanding securities of any class or of any kind or character of the **Subsidiary** and, except as reflected in this Agreement, there being no other outstanding subscriptions, options, warrants or other agreements or commitments obligating the **Subsidiary**, to issue or sell any additional shares of the **Subsidiary's Stock** or any options or rights with respect thereto, or any securities convertible into any shares of Stock of any class;

(e) The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms of this Agreement will not result in a breach of any of the terms or provisions of, or constitute a default under, the Articles of Incorporation or By-laws of the **Subsidiary**; any indenture, other agreement or instrument to which the **Subsidiary** is a party or by which it or its assets are bound; or any applicable regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, having jurisdiction over the **Subsidiary**, its securities or its properties;

(f) The **Subsidiary** is not a party to any written or oral agreement which grants an option or right of first refusal or other arrangement to acquire any of its securities or to any agreement that affects the voting rights of any of its securities except as detailed above, nor has the **Corporation** made any commitment of any kind relating to the issuance of shares of any of its securities, whether by subscription, right of conversion, option or otherwise, except as detailed above;

(g) The **Subsidiary** is not a party to any agreement or understanding for the sale or exchange of inventory or services for consideration other than cash or at a discount in excess of normal discount for quantity or cash payment;

(h) The **Subsidiary** has filed with the appropriate governmental agencies all tax returns and tax reports required to be filed; all income, franchise, sales, use, occupation or other taxes due have been fully paid or adequately reserved for; and the **Subsidiary** is not a party to

any action or proceeding by any governmental authority for assessment or collection of taxes, nor has any claim for assessments been asserted against the **Subsidiary**;

(i) There are presently no contingent liabilities, factual circumstances, threatened or pending litigation, contractually assumed obligations or unasserted possible claims which might result in a material adverse change in the future financial condition or operations of the **Subsidiary**;

(j) The execution, delivery and performance of this Agreement and the transactions contemplated hereby do not require the consent, authority or approval of any other person or entity except such as have been obtained;

(k) No transactions have been entered into either by or on behalf of the **Subsidiary**, other than in the ordinary course of business nor have any acts been performed (including within the definition of the term performed the failure to perform any required acts) which would adversely affect the goodwill of the **Subsidiary**;

(l) The entering into of this Agreement and the performance thereof has been duly and validly authorized by all required corporate action and does not require any consents other than such as have been unconditionally obtained.

ARTICLE THREE
IMPLEMENTATION

3.1 Stassi Interaxx, Inc. Chapter 11 Reorganization Plan

This Agreement will form part of the Bankruptcy Court approved Reorganization Plan for Stassi Interaxx, Inc. (Chapter 11 Case No. 05-37002-BKC-PGH) which was submitted to court on or about February 14, 2006 based on the unanimous approval of the company's creditors and so ordered by the court in a written order, including the court approval of the Share Distribution of the six reorganization companies of the Plan of Reorganization as detailed by the letter from counsel to the Transfer Agent on the 3rd day of May 2007.

3.2 Required Steps for Completion of the Share Acquisition

For this Agreement to comply with the requirements of the Court Approved Plan of Reorganization of Stassi Interaxx, Inc., the merged entity desires to become a fully reporting company, eligible to trade on a recognized exchange. The merged company shall, upon completion, and within a reasonable time, file the company's financial audits, and any and all necessary forms to the SEC and FINRA, in order for the merged entity to comply with said trading requirements. As such, management shall make its best efforts to complete the following steps in a timely manner, including the submission of all applicable and necessary forms required to be filed in accordance with the most current regulations of the SEC, FINRA and the trading exchange.

(a) This agreement will be signed by both companies.

(b) The Reorganization Company will be remain incorporated in Florida under the name selected by the Subscribers.

(c) The existing officers of the **Corporation** will resign. The Board of Directors of the **Corporation** will appoint the **Subsidiary's** officers as officers of the merged entity. The Directors of the **Subsidiary** will be appointed to the Board of the Corporation and one **Corporation** Director will remain on the Board for a minimum of 1 year for continuity purposes, or until all agreed to fees have been paid to Agent. Unless this Agreement is terminated pursuant to Section 5.15, these appointments will not be changed, except by mutual agreement of the **Corporation** and the **Subsidiary**.

(d) The post-transaction company will ultimately have the financial statements audited to be included in the SEC filings.

(e) All necessary paperwork and applications will be submitted to FINRA and CUSIP Services to order to obtain an approved trading symbol for the company and CUSIP Numbers for the company's securities. Since Southern Cross Research Group's securities are currently in the Depository Trust Corporation (DTC) electronic trading system, no application for eligibility of the merged company's securities is required. Confirmation of DTC eligibility will be provided by **Corporation** within ten (10) business days of the date hereof.

(f) Since the company's former transfer agent, Florida Atlantic Stock Transfer (FAST) transferred its business to Pacific Stock Transfer, Corporation, prior to the closing herein contemplated, will produce written confirmation of a current and active account with Pacific Stock Transfer. A certification letter has been provided by Stassi Interaxx's Bankruptcy Attorney, Susan Lasky to the transfer agent, certifying the court approved shareholder and creditor list per the Reorganization Plan. A certified Shareholder list, and share issuance history, will be provided to **Subsidiary**, within ten (10) business days of the date hereof.

(g) The following items will be provided to **Subsidiary** within ten (10) business days of the date hereof:

(i) Current Opinion letter of Bankruptcy counsel as to the items outlined on Exhibit C.
(ii) Rule 144 availability opinion letter of counsel.
(iii) Articles, By-laws, and all amendments thereto, together with all Resolutions of the Board of Directors and Shareholders and affirmation from the Corporation's Board of Directors as to the authenticity and accuracy of the same.

(iv) Current financial statements of the company through the most recent period end.

3.3 Completion of the Share Acquisition Agreement and Final Approval of the Share Acquisition.

Upon completion of the tasks (a) through (g) the Share Acquisition will be considered complete.

Upon completion of the audited financials, all necessary and required forms will be generated and submitted to the SEC so the company may become fully reporting. Upon the submitted forms becoming effective, the company will submit a new 15c 2-11 via a sponsoring broker dealer to become eligible to trade on the Over The Counter Bulletin Board (OTC:BB) or other such recognized exchange.

Nothing in this agreement will preclude company post-Share Acquisition management from applying to trade on the "Pink Sheets" prior to becoming fully reporting for the purpose of establishing market value for its securities, realizing that this is an interim step towards becoming fully reporting until such time that the company's financials, capitalization, and share value will allow it to trade on a recognized exchange.

In order to maintain continuity of management, one Director of the **Corporation** will serve a minimum of one (1) year on the board of the Reorganization Company or until such time after one (1) year that a new board is voted on by the company shareholders. The current Directors of the **Corporation** are on notice that said board position is currently uncompensated and may remain so for an indefinite period.

ARTICLE FOUR
SPECIAL CONDITIONS

4.1 Each Party

The obligations of each **Party** to this Agreement are subject to the condition precedent that the other **Party's** representations and warranties contained in this Agreement shall be true, correct and complete on and as of the date of Closing with the same effect as though such representations and warranties were made on and as of such date.

4.2 Capital Funding

This Agreement is not contingent upon the Reorganization Corporation obtaining funding after the execution of this Agreement; provided however should the Reorganization Corporation need to raise capital it will have available a total of 5,250,000 shares of it's' common stock that are exempt from registration under provisions as set forth under Rule 1145 of the Federal Bankruptcy Code. These shares are freely tradable, to be used for capital formation purposes and other functions as deemed appropriate by the Board of Directors. Specifications

and details of these court authorized shares, exempt from registration under Rule 1145, are incorporated in the court approved Disclosure Statement, Reorganization Plan, and Share distribution matrix for the Bankruptcy Court approved Reorganization Plan for Stassi Interaxx, Inc. (Chapter 11 Case No. 05-37002-BKC-PGH.

4.3 Tradability of Shares Issued to Creditors and Shareholders

Once all restrictions have expired from any shares issued to creditors and/or shareholders of the **Corporation** as detailed in the Reorganization Plan, with the exception of the Lock-Up/Leak-Out agreement of paragraph 4.4, no additional restrictions will be applied unless the shareholder is offered a voluntary beneficial exchange.

4.4 Lock-Up/Leak-Out Agreement

In order to assist post-transaction company management with establishing a market for the company's stock, **Corporation** management will work with post-transaction company management to develop and support a Lock-Up/Leak-Out agreement for all **Corporation** shareholders holding in excess of 100,000 shares of company stock.

4.5 Cancellation of Officer/Director Shares

The reorganized company will not cancel or further restrict any shares issued to the Officers/Directors of the **Corporation** prior to the date hereof and previously disclosed to Subscribers, as compensation for their efforts in assisting in the consummation of the Share Acquisition and the execution and implementation of the reorganization plan.

ARTICLE FIVE
MISCELLANEOUS

5.1 Amendment

No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is evinced by a written instrument, subscribed by the **Party** against which such modification, waiver, amendment, discharge or change is sought.

5.2 Notice

All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given on the first business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO THE CORPORATION: **Mark A. Wood**
Southern Cross Resources Group, Inc.
249 NW 15th Street
Boca Raton, FL 33432

TO THE SUBSCRIBERS: **Charles Burris**
TexStar Energy Corporation
402 West Davis Street
Luling, TX

or such other address or to such other person as any **Party** shall designate to the other for such purpose in the manner hereinafter set forth.

5.3 Share Acquisition

This instrument, together with the instruments referred to herein, contains all of the understandings and agreements of the **Parties** with respect to the subject matter discussed herein. All prior agreements whether written or oral are merged herein and shall be of no force or effect.

5.4 Survival

The several representations, warranties and covenants of the Parties contained herein shall survive the execution hereof and shall be effective regardless of any investigation that may have been made or may be made by or on behalf of any **Party**.

5.5 Severability

If any provision or any portion of any provision of this Agreement, other than one of the conditions precedent, or the application of such provision or any portion thereof to any person or circumstance shall be held invalid or unenforceable, the remaining portions of such provision and the remaining provisions of this Agreement or the application of such provision or portion of such provision as is held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

5.6 Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the Parties in any matter pertaining or related to this Agreement shall, to the extent permitted by law, be held in the City of West Palm Beach, Florida.

5.7 Indemnification

Each **Party** hereby irrevocably agrees to indemnify and hold the other **Parties** harmless from any and all liabilities and damages (including legal or other expenses incidental thereto), contingent, current, or inchoate to which they or any one of them may become subject as a direct, indirect or incidental consequence of any action by the indemnifying **Party** or as a consequence of the failure of the indemnifying **Party** to act, whether pursuant to requirements of this Agreement or otherwise. In the event it becomes necessary to enforce this indemnity through an attorney, with or without litigation, the successful **Party** shall be entitled to recover from the

indemnifying **Party**, all costs incurred including reasonable attorneys' fees throughout any negotiations, trials or appeals, whether or not any suit is instituted.

5.8 Litigation

In any action between the **Parties** to enforce any of the terms of this Agreement or any other matter arising from this Agreement, the prevailing **Party** shall be entitled to recover its costs and expenses, including reasonable attorneys' fees up to and including all negotiations, trials and appeals, whether or not litigation is initiated.

5.9 Benefit of Agreement

The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the **Parties**, their successors, assigns, personal representatives, estate, heirs and legatees.

5.10 Captions

The captions in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of this Agreement or the intent of any provisions hereof.

5.11 Number and Gender

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the **Party** or **Parties**, or their personal representatives, successors and assigns may require.

5.12 Further Assurances

The **Parties** agree to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered and to perform all such acts and deliver all such deeds, assignments, transfers, conveyances, powers of attorney, assurances, stock certificates and other documents, as may, from time to time, be required herein to effect the intent and purpose of this Agreement.

5.13 Status

Nothing in this Agreement shall be construed or shall constitute a partnership, joint venture, employer-employee relationship, lessor-lessee relationship, or principal-agent relationship.

5.14 Counterparts

This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one Agreement notwithstanding that all signatories are not signatories to the original or the same counterpart.

5.15 Unwind Provisions

Prior to Closing, while performing its due diligence, if the **Corporation** discovers material inaccuracies and discrepancies with the information and/or financial data provided by the **Subsidiary**, and upon notification of such inaccuracies and discrepancies the **Subsidiary** is unable to provide the necessary information to correct the inaccuracies and discrepancies in a timely manner, the **Corporation** has the right to cancel this Agreement effective immediately.

In the event that the **Subsidiary** is unable to fully comply with the provisions as set forth in Article Three, Implementation, paragraph 3.2, Required Steps for Completion of the Share Acquisition, as a result of inaccuracies or false information and/or financial data provided to the SEC and FINRA for the purpose of becoming fully reporting and as a result, the SEC and FINRA refuse to allow the company to become fully reporting and eligible to trade, this Agreement shall become null and void

Notwithstanding the above, this provision shall not apply in the event such failure to become fully reporting is due to the inability to obtain required information from the **Corporation** or its counsel, or other third party, not within the control of the **Subsidiary**.

IN WITNESS WHEREOF, the **Parties** have caused this Agreement to be executed effective as of the 30th day of May 2012.

Signed, sealed and delivered
In Our Presence:

CORPORATION:
Southern Cross Resources Group, Inc.

By: _____
Mark A. Wood, P.E., Vice President

SUBSCRIBERS:

By: _____
Charles Burris
TexStar Energy Corporation
Attorney-In-Fact for all shareholders

Exhibit A

TexStar Energy Corp. Schedule of Subscribers and Ownership Percentage:

Charles Burris – President 100%

TexStar Energy Corp. Approved Distribution of Southern Cross Shares (12,457,944)

Name	Shares	
Charles A. Burris 402 West Davis Street Luling, TX 78648 459-78-0898	9,391,356	(Restricted per Rule 144)
Petro Drill Inc. 2100 Rodman Blvd Gallatin, TN 37066 EIN 45-2957486	1,245,794	(exempt under Rule 1145)
Integrated Ventures LLC 1861 N. University Dr. Coral Springs, Fl., 33071 EIN 46-0720195	910,397	(exempt under Rule 1145)
M&A Advisors LLC 8050 N. University Dr. Ste. 202 Tamarac, Fl., 33321 EIN 26-2638997	910,397	(exempt under Rule 1145)

Exhibit B

Schedule of Subsidiary Assets

Capital Assets: On June 27, 2012, Burris Oil & Gas, LLC formerly known as Apache Energy, LLC transferred its 20% working interest of twenty (20) AJ Carter Oil & Gas Leases at a value of $51,600 to the Corporation. The transfer value is based on 20% of $258,000 which represents the total purchase priceof an agreement with Kidd Production Company and Quest Energy Management Group, Inc. for thepurchase of twenty (20) AJ Carter leases' working interest.

Acquisition of Additional Assets: The company plans to acquire a 20% carried working interest in the NJ Carter leasehold shallow and deeper rights associated with the Edwards Reservoir. It is the Company's strategy to acquire certain significant working interests and assets with productive Austin Chalk and Edwards reservoirs, and to additionally acquire additional rights associated with its targeted leases, to obtain secondary development opportunities.

Exhibit C
Bankruptcy Counsel Opinion Letter

LASKY, BIGGE, & RODRIGUEZ
Attorneys at Law
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Suite 405
Wilton Manors, FL 33311
(954) 565-5854
Fax: (954) 462-8411

Susan D. Lasky, Esq.
Robert J. Bigge, Esq.
Raysa I. Rodriguez, Esq.

May 3, 2007

Rene Garcia
Florida Atlantic Stock Transfer
7130 Nob Hill Drive
Tamarac, FL 33321

Subj: Stassi Interaxx, Inc. Bankruptcy Case No. 05-37002-BKC-PGH

Dear Mr. Garcia:

This information is being provided to assist you in carrying out your duties as the transfer agent for Stassi Interaxx, Inc. (Stassi) and the five (5) new companies that have been created pursuant to the terms and conditions of Stassi's court approved plan of reorganization (hereinafter the "Plan"). This firm served as bankruptcy counsel for Stassi during its recent Chapter 11 case. The time line of events and details of the Plan are provided to you for reference purposes.

Procedural History

On October 13, 2005, Stassi filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code. On December 20, 2006, the Bankruptcy Court entered an order confirming the company's the Plan based on the vote of the Stassi's creditors and former shareholders. On January 9, 2007 a letter was mailed to Stassi's Common shareholders and Series A Unit holders requiring them to surrender their share certificates to this office by February 9, 2007 so that a new shareholder list could be created for the six companies which were a products of the Stassi reorganization and its court approved Plan. Share certificates not surrendered are to be cancelled and not included in the new shareholder lists.

Effect of the Bankruptcy Discharge

Upon confirmation of the Plan, Stassi was discharged from any debt that arose before December 20, 2006, and any debt of a kind specified in 11 U.S.C §§ 502(g), 502(h), or 502(i), whether or not (i) a proof of the claim based on such debt is filed or deemed filed under 11 U.S.C. § 501; (ii) such claim is allowed under 11 U.S.C. § 502; or (iii) the holder of such claim has accepted the Plan. The Plan provided for a swap of debt for stock, and required all existing shareholders and unit holders to surrender their share and unit certificates to undersigned counsel for cancellation, and an exchange for Reorganization Securities as is detailed below.

A discharge in Chapter 11: (1) voids any judgment at any time obtained, to the extent that such judgment is a determination of the personal liability of Stassi with respect to any debt discharged; (2) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect, recover, or offset any such debt as a personal liability of Stassi; and (3) operates as an injunction against the commencement or continuation of an action, the employment of process, or an act, to collect or recover from, or offset against, property of Stassi. As a result of the confirmation of the Plan, neither Stassi nor the five (5) new stand alone companies created by the Plan, are threatened by any litigation, claims, and assessments which may have existed prior to December 20, 2006.

Distributions of Securities Exempt From Registration

Pursuant to Section 1145 of the Bankruptcy Code, 11 U.S.C. §1145, securities issued in accordance with the Plan in exchange for a claim against, an interest in, or a claim for an administrative expense in the case are exempt from registration under Section 5 of the Securities Act of 1933, 15 U.S.C 77(c), as amended, and any State or local laws requiring registration of an offer or sale of a security or registration or licensing of an issuer of, underwriter, or broker or dealer in, a security , pertaining to: a) the offer or sale under the Plan of a security of the debtor, or successor t the debtor (which in this case includes the six Reorganized Companies); b) the offer of a security through any warrant, option, right or privilege. Thus, there is no need to include any legend on the stock issued pursuant to the Plan, except as specifically described below.

Identification of Insiders

The term "insider" is defined in 11 U.S.C. §101 (31), as follows:

"insider" includes...(B) if the debtor is a corporation – (i) director of the debtor; (i i) officer of the debtor; (iii) person in control of the debtor; (iv) partnership in which the debtor is a general partner; (v) general partner of the debtor; (vi) relative of a general partner, director, officer, or person in control of the debtor...

The Disclosure Statement, filed with the Bankruptcy Court revealed that the only two insiders of the Company to be Daniel Martinez and Mark A. Wood, the company's two officers and directors.

Terms of the Plan

The Plan provides for the division of Creditors and Interest Holders into classes, as described below.

Class 1 consists of the Allowed Claims of **General Unsecured Creditors.** This class is impaired. Claimants in this class shall receive a *pro rata* distribution of Post-Reorganization Common Shares which shall be determined upon final reconciliation of Allowed Claims. The total amount of general unsecured claims, plus Allowed Administrative Claims electing stock is anticipated to be $5,850,898. The *pro rata* distribution may be as much as one Common Share for each $2.00 of Allowed Claim or Administrative Claim. Thus creditors will exchange the approved debt for 487,575 Post-Reorganization Common Shares in each of the six (6) reorganization companies.

Class 2 consists of the interests of **Common Stockholders.** This class is impaired. The Interest Holders in this class include persons who received common stock exempt from registration under

Rule 1145 pursuant to the confirmed and amended chapter 11 plan of Interaxx Technologies. The Interest Holders in this class shall exchange their 2,786,314 shares of common stock for 432,256 Common Shares in each of the six (6) Post-Reorganization Companies.

Class 3 consists of the interests of holders of **Series A Convertible Units .** This class is impaired. Interest Holders in this class shall exchange their 2,593,533 Series A Convertible Unit for 432,256 Common Shares in each of the six (6) Post-Reorganization Companies. The warrants associated with the existing Stassi Interaxx Series A Convertible Units have all expired effective November 15, 2005, and thus there is no additional consideration given for these Warrants.

Reorganization Companies Created by the Approved Plan

Per the Plan voted on by the creditors and approved by Bankruptcy Court order on December 20, 2006 Stassi and five (5) new stand alone reorganization companies will emerge from the bankruptcy. These five (5) new companies are not successors or alter egos of Stassi, but rather have been created by the Plan and approved by the Court as a means to distribute approved creditor debt and shareholder equity equally across six stand alone business entities for the purpose of reducing the debt load of the debtor and maximizing the ability of each company to complete a reverse merger with a suitable, revenue producing merger candidate, in order to become fully reporting and eligible to have its stock listed on a recognized stock exchange.

The post-confirmation shareholder list for each of the six (6) emerging stand alone companies, as determined by the audit of the shares and units surrendered by Stassi's existing shareholders as well as the determination of those shares to be issued to approved creditors will contain one sixth ($1/6^{th}$) of the total of the shares returned by Stassi shareholders plus the total of the shares assigned to the approved creditors.

Per the confirmed Plan, Stassi Interaxx, Inc. will change its name to Geo-Finance Corp. The other five (5) stand alone, fresh start companies have been or will be incorporated in Florida under the following names with the intent that each will become a publicly traded company for the benefit of its respective shareholders:

Harbrew Imports Ltd. Corp.	P07000001711
TransferOrbit Corporation	P07000009068
Southern Cross Resources Group, Inc.	P07000015242
Christian Fellowship Council	
Three Palms Capital, Inc. (This may change upon completion of due diligence)	

Description of Reorganization Securities

The reorganization security for the approved Plan is a Common Share. The total of the shares and units returned by Stassi shareholders plus the total shares assigned to approved creditors will form the post-confirmation shareholder list. These shares will then be divided by six (6) so that an equal amount of common shares are distributed to the six (6) stand alone reorganization companies.

In order for each company to have sufficient time to establish its trading market, all shares will be subject to a lock-up agreement that restricts the selling of shares for 90 days from the date that the respective reorganization company begins to trade on a recognized exchange. Upon becoming eligible to trade after 90 days, shareholders will be restricted to selling no more than 5% of their shares during any 10 day period for 90 additional days. This lock up agreement will expire for each respective company, 180 days after it begins trading.

Florida Atlantic Stock Transfer (F.A.S.T)

Per the requirements of the Plan, and per the information packet you have provided to Mark Wood, accounts for each of the six (6) companies will be opened with F.A.S.T so that you can set up the necessary accounts for each company, have stock certificates printed and issue shares to the shareholders and creditors.

Conclusion

This letter has been provided to ensure that sufficient information regarding the issuance of securities in the six (6) stand alone reorganization Companies emerging from the Bankruptcy Court approved Stassi Interaxx, Inc. reorganization Plan, has been provided to you, so that you can issue the proper securities to the approved shareholders and creditors. Should you have any questions or require additional information or documentation, please contact either Daniel Martinez or Mark A. Wood, or the undersigned.

Thank you.

Very Truly Yours,

Susan D. Lasky, P.A.

Exhibit D

Simplified Share Distribution Matrix for Southern Cross Resources Group

The shareholder distribution shown below was approved by the U.S. Bankruptcy Court as part of the Stassi Interaxx Reorganization Plan and is identical for the reorganized Stassi Interaxx and the 5 fresh start reorganization companies created by the plan.

As a result of the Chap 11 reorganization, the following shares in Stassi were surrendered to the court for distribution in the 6 post reorg companies.

	Shares Surrendered	Shares Distributed To Each Company
Unsecured creditors: ($5,850,898 in debt converted at $2 per share)	2,925,449	487,575
Common Shareholders:	2,786,314	464,386
Series A Unit Shareholders:	2,593,533	432,256
TOTAL SHARES	8,305,296	1,384,216
TOTAL SHARE DISTRIBUTION PER REORG COMPANY:	1,384,216	

Southern Cross Reverse Merger Share Distribution: (All shares are exempt from registration per Rule 1145 of the U.S. Bankruptcy Code)

		Ownership Post Merg	Ownership/Control Post Capitalization
Shareholders of Southern Cross:	1,384,216	**10.0%**	**7.1%**
Shares issued to rerverse merger candidate (subscribers)	12,457,944	**90.0%**	**92.9%**
TOTAL SHARES TO BE ISSUED DURING REVERSE MERGER	13,842,160		
Share Set Aside Categories Authorized by the U.S. Bankruptcy Court per the Court Confirmed Reorg Plan			
Rule 1145 Shares set aside as employee/management/consulting incentives	500,000		
Rule 1145 Private Placement Offering to enable compliance with the approved plan	5,000,000		
Rule 1145 Shares set aside for incentives for Underwriters and Other Professionals	250,000		
TOTAL Rule 1145 Set Asides	5,750,000		
TOTAL Post Capitalization Share Distribution	19,592,160		
Registration for a future offering (Non-rule 1145)	2,000,000		