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SECRETARY OF STATE  
TALLAHASSEE, FL

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**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Sterling Fin. & Mgmt, Inc.  
\_\_\_\_\_  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Catherine Conneely  
\_\_\_\_\_  
(Name of person)

Ferrante & Associates  
\_\_\_\_\_  
(Name of firm/company)

126 Prospect Street  
\_\_\_\_\_  
(Address)

Cambridge, MA 02138  
\_\_\_\_\_  
(City/state and zip code)

For further information concerning this matter, please call:

Catherine Conneely at ( 617 ) 868-5000  
(Name of person) (Area code & daytime telephone number)

Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

**Mailing Address:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**  
Amendment Section  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, FL 32399

**ARTICLES OF MERGER**  
(Profit Corporations)

04 JAN 23 2004  
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, F.S.

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Sterling Fin. &amp; Mgmt, Inc.</u>	<u>Florida</u>	<u>S33099</u>

*Effective*  
1-31-2004

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>F.C.L.S., Inc.</u>	<u>Florida</u>	<u>P94000025183</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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** 01 / 31 / 04 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**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 01/15/04

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ 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 01/15/04

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*



## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into by and between Sterling Fin. & Mgmt, Inc., a Florida corporation (the "Surviving Corporation") and F.C.L.S., Inc., a Florida corporation (the "Merged Corporation") (the "Agreement").

### **RECITALS**

- A. The Merged Corporation and the Surviving Corporation (individually sometimes called a "Constituent Corporation" and together called the "Constituent Corporations") desire that the Merged Corporation merge with and into the Surviving Corporation with the Surviving Corporation being the surviving corporation.
- B. The Surviving Corporation is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Secretary of State of the State of Florida to conduct business, with authorized capital of 1,000 shares of common stock with par value of \$1.00 per share of which, on the date hereof, there are One Hundred (100) shares issued and outstanding (the "Surviving Corporation Common Stock").
- C. The Merged Corporation is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Secretary of State of the State of Florida to conduct business, with authorized capital of 1,000 shares of common stock with no par value per share of which, on the date hereof, there are One Hundred(100) shares issued and outstanding (the "Merged Corporation Common Stock").
- D. The respective boards of directors of the Merged Corporation and the Surviving Corporation deem it desirable and in the best interest of their respective corporations and stockholders that the Merged Corporation be merged with and into the Surviving Corporation as provided in this Agreement pursuant to the laws of the State of Florida and that the Surviving Corporation be the surviving corporation (the "Surviving Corporation").

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the parties do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

**ARTICLE 1. THE MERGER**

1.1 Upon consummation of the merger contemplated herein, at the Effective Time (as defined in Article 4.0 hereof) the Merged Corporation shall be merged with and into the Surviving Corporation which shall thereupon be the surviving corporation, and the separate corporation existence of the Merged Corporation shall cease (the "Merger").

**ARTICLE 2. THE NAME**

2.1 The name of the Surviving Corporation shall be "Sterling Fin. & Mgmt, Inc.".

**ARTICLE 3. ARTICLES OF INCORPORATION**

3.1 The Certificate of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time provided for in this Agreement shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

**ARTICLE 4. EFFECTIVE TIME**

4.1 The Merger will become effective on January 31, 2004, which date is referred to herein as the "Effective Time".

**ARTICLE 5. BY-LAWS**

5.1 The By-Laws of the Surviving Corporation as in effect immediately prior to the Effective Time, shall at and after the Effective Time, continue to be the By-Laws of the Surviving Corporation.

**ARTICLE 6. DIRECTORS AND OFFICERS**

6.1 The board of directors and officers of the Surviving Corporation immediately prior to the Effective Time shall, at and after the Effective Time, serve as the board of directors and officers of the Surviving Corporation until its next annual meeting of shareholders or until such time as their successors have been elected and qualified.

## **ARTICLE 7. RIGHTS AND DUTIES OF SURVIVING CORPORATION**

7.1 At and after the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation shall be transferred to, vested in and devolved upon the Surviving Corporation without further act or deed and all property rights, and every other interest of Surviving Corporation and the Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporation, respectively. All rights of creditors of the Merged Corporation and all liens upon any property of the Merged Corporation shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Merged Corporation may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of the Merged Corporation, or the corresponding officers of the Surviving Corporation, may, in the name of the Merged Corporation, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest in the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

## **ARTICLE 8. CONVERSION OF SHARES**

8.1 In and by virtue of the Merger and at the Effective Time, pursuant to this Agreement, the shares of each of the Constituent Corporations shall be converted into the shares or other securities of the Surviving Corporation as follows:

- (a) Effect on the Merged Corporation Stock:
  - (i) Each share of the Merged Corporation Common Stock that is issued and outstanding (other than shares of the Merged Corporation Common Stock, if any, held in the treasury of Merged) immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and shall be converted into one (1) share of the

common stock of The Continental Group, Inc. (formerly known as TCG 2002, Inc.), the sole shareholder of the Surviving Corporation. There shall not be any issued and outstanding stock of the Merged Corporation that will not be so converted.

- (ii) Each share of the Merged Corporation Common Stock, if any, that shall then be held in the treasury of the Merged Corporation immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled.
- (iii) On or after the Effective Time of the Merger, each holder of an outstanding certificate representing shares of the Merged Corporation Common Stock shall surrender the same to the Surviving Corporation and each holder shall be entitled upon such surrender to receive certificates for the number of shares of the Surviving Corporation Common Stock on the basis provided herein. Until so surrendered, the outstanding shares of the capital stock of the Merged Corporation to be converted into the capital stock of the Surviving Corporation as provided herein may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation, as though said surrender and exchange had taken place.

(b) Effect on the Surviving Corporation Stock:

- (i) Each share of the Surviving Corporation Stock issued and outstanding immediately prior to the Effective Time, shall be unaffected and continue to be shares of the Surviving Corporation.

**ARTICLE 9. MISCELLANEOUS**

9.1 GOVERNING LAW. This Agreement has been executed in the State of Florida, and the laws of the State of Florida shall govern the validity and interpretation hereof and the performance by the parties hereto.

9.2 NOTICE. The Surviving Corporation hereby agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of the Merged Corporation and in any proceeding for the enforcement of the rights of a dissenting stockholder of the Merged Corporation.

9.3 FURTHER ACTION. The Surviving Corporation and the Merged Corporation each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

9.4 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement may not be assigned by either party without the written consent of the other.

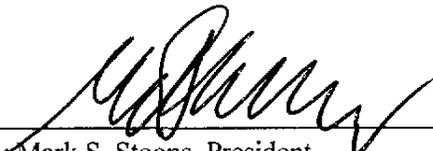
9.5 TERMINATION. This Agreement may, by the mutual consent and action of the boards of directors of the Surviving Corporation and Merged Corporation, be abandoned at any time before or after approval thereof by the shareholders of Merged Corporation, but not later than the filing of this Agreement with the Secretary of State of the State of Florida.

9.6 NOTIFICATION. The principal business address of the Surviving Corporation is 2950 North 28<sup>th</sup> Terrace, Hollywood, Florida 33020.

9.7 STATEMENT REQUIRED BY FLORIDA LAW. The Surviving Corporation agrees to promptly pay to the dissenting shareholders of the Merged Corporation the amount, if any, to which they are entitled under Florida Statutes s. 607.1302.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused this Agreement and Plan of Merger to be executed by their respective President and Secretary effective this 15th day of January, 2004.

**STERLING FIN. & MGMT, INC.**

Per:   
Mark S. Stoops, President

Per:   
Richard Strunin, Secretary

**F.C.L.S., INC.**

Per:   
John B. Friedrichsen, President

Per:   
Douglas G. Cooke, Secretary