

Dec. 28. 2010 9:41 AM

No. 2054 Pp. 2 of 1

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MERGER OR SHARE EXCHANGE
Palm Bay Northstar, LLC

Certificate of Status	0
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EXAMINER

DEC 29 2010

PMD/121310
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CERTIFICATE OF MERGER
of
PBNS MERGER, LLC
(A Florida Limited Liability Company)
with and into
PALM BAY NORTHSTAR, LLC
(A Florida Limited Liability Company)

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The following Certificate of Merger is being submitted by the parties in accordance with Section 608.4382 of the Florida Statutes:

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document No.</u>
PALM BAY NORTHSTAR, LLC	Florida	Limited Liability Company	#L06000081055
PBNS MERGER, LLC	Florida	Limited Liability Company	#L10000125585

SECOND: The exact name, street address of its principal office, jurisdiction and entity type of the Surviving Company are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>Document No.</u>
PALM BAY NORTHSTAR, LLC 7900 SE Bridge Road Hobe Sound, FL 33455	Florida	Limited Liability Company	#L06000081055

THIRD: The attached Agreement and Plan of Merger was approved by each domestic limited liability company that is a party to the merger in accordance with the requirements of Section 608.438 of the Florida Statutes.

FOURTH: The members of each of the limited liability company unanimously approved the Agreement and Plan of Merger by written consent and waived any and rights to notice and appraisal rights, as provided in Sections 608.438; 608.4351 and 608.4381, Florida Statutes.

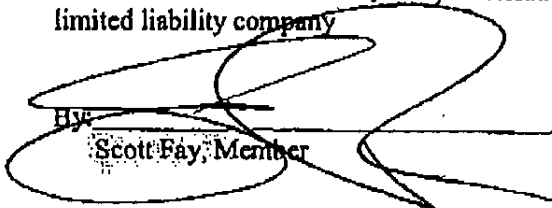
FIFTH: The merger shall become effective upon filing of this Certificate of Merger with the Secretary of State of the State of Florida.

[See Next Page for Signatures]

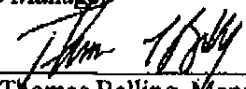
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Witness the following signatures and seals, as of this 21st of December, 2010.

PALM BAY NORTHSTAR, LLC, a Florida
limited liability company


By: Scott Fay, Member

PBNS MERGER, LLC,
a Florida limited liability company
By: TCIL Holdings, LLC, a Florida
limited liability company, as
sole Manager

By: 
Thomas Balling, Manager

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TALLAHASSEE, FLORIDA

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**AGREEMENT AND PLAN OF MERGER
OF**

PALM BAY NORTHSTAR, LLC
(a Florida limited liability company)

AND

TCIL HOLDINGS, LLC
(a Florida limited liability company)

AND

PBNS MERGER, LLC
(a Florida limited liability company)

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TALLAHASSEE, FLORIDA

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of January 1, 2010, between TCIL HOLDINGS, LLC, a Florida limited liability company ("Parent"), PBNS MERGER, LLC, a Florida limited liability company ("Merger Sub"), and PALM BAY NORTHSTAR, LLC, a Florida limited liability company ("Northstar") (Merger Sub and Northstar, collectively the "Companies").

WHEREAS, Parent is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 7900 SE Bridge Road, Hobe Sound, Florida 33455; and

WHEREAS, Northstar is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 7900 SE Bridge Road, Hobe Sound, Florida 33455; and

WHEREAS, Merger Sub is a limited liability company organized under the laws of the State of Florida with its principal place of business located at 7900 SE Bridge Road, Hobe Sound, Florida 33455; and

WHEREAS, Merger Sub is a wholly-owned subsidiary of Parent; and

WHEREAS, the Companies desire to merge under and pursuant to the applicable provisions of the laws of the State of Florida which laws permit such a merger, and which merger is intended to constitute a tax-free reincorporation under Section 708(b)(2)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the members of Merger Sub and the members of Northstar have determined that it is in the best interest of each of the Companies to merge and such members have duly

FAN: H10-2726463

FAN: H10-2726463

approved and authorized the execution and delivery of this Agreement and the business combination described herein in which Northstar will become a subsidiary of Parent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. THE MERGER: EFFECTIVE TIME

Section 1.1 The Merger. Subject to the terms and conditions contained in this Agreement, at the Effective Time (as defined in Section 1.2) Merger Sub shall be merged with and into Northstar and the separate existence of Merger Sub shall thereupon cease (the "Merger"). Northstar shall be the surviving entity in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), shall be a wholly-owned subsidiary of Parent, shall continue to be governed by the laws of the State of Florida, shall succeed to all rights, assets, liabilities and obligations of Merger Sub and Northstar, and the separate corporate existence of Northstar with all its rights, privileges, powers, immunities, purposes and franchises shall continue unaffected by the Merger.

Section 1.2 Effective Time. The Merger shall become effective at the time (the "Effective Time") of the filing of the Certificate of Merger in accordance with the Florida Business Corporation Act (the "Act").

II. ARTICLES OF FORMATION OF THE SURVIVING CORPORATION

Section 2.1 Articles of Formation. The Articles of Formation of Northstar shall be the Articles of Formation of the Surviving Corporation, until duly amended in accordance with its terms and the Act. The name of the surviving corporation shall remain "Palm Bay Northstar Systems, LLC"

III. CONVERSION OF MEMBER INTERESTS IN THE MERGER; NO APPRAISAL RIGHTS

Section 3.1 Conversion of Member Interests. At the Effective Time, each unit of member interests of Northstar outstanding immediately prior to the Effective Time, shall by virtue of the Merger and without the surrender of certificates or any other action by the holder of such member interests, be converted into and exchangeable for one (1) fully paid and nonassessable unit of membership interests of Parent. Upon such conversion, each unit of membership interests of Merger Sub outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be automatically canceled and retired and cease to exist.

Section 3.2 No Appraisal Rights. Holders of the member interests of the Companies do not and shall not have any dissenter's rights or appraisal rights under the Act in connection with the Merger.

FAN: H10-2726463

FAN: H10-2726463

IV. TERMINATION AND AMENDMENT

Section 4.1 Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, before or after the approval of this Agreement by the mutual consent of the Companies by action of their respective Members.

Section 4.2 Effect of Termination and Abandonment. In the event of termination of this Agreement and abandonment of the Merger pursuant to this Article IV, no party hereto (or any of its members) shall have any liability or further obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

Section 4.3 Amendment. The Members of each Company may amend this Agreement at any time prior to the filing of Certificate of Merger with the Secretary of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the Members of either of the Companies shall not, without further approval by the Members, (i) alter or change the amount or kind of shares, securities, and/or rights to be received by Northstar members in exchange for or on conversion of all or any of their member interests of Northstar; (ii) alter or change any term of the Articles of Formation of the Surviving Corporation to be effected by the Merger, or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the members of Northstar. This Agreement shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties hereto.

V. MISCELLANEOUS AND GENERAL

Section 5.1 Counterparts. For the convenience of the parties hereto, this Agreement may be executed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

Section 5.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 5.3 Entire Agreement, etc. This Agreement (a) constitutes the entire agreement, and supersedes all other prior agreements and understanding, both written and oral, among the parties, with respect to the subject matter hereof, (b) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, and (c) shall not be assignable by operation of law or otherwise.

Section 5.4 Captions. The captions and headings used herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

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No. 2054 P. 8

FAN: H10-2726463

Section 5.5 Tax Treatment. The parties to this Agreement intend that the Merger and the sale of Surviving Corporation stock to certain investors following the Merger shall be treated as a single transaction within the meaning of Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code").

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

TCIL HOLDINGS, LLC,
a Florida limited liability company

By: 
Thomas Balling, Manager

PBNS MERGER, LLC,
a Florida limited liability company

By: TCIL HOLDINGS, LLC

By: 
Thomas Balling, Manager

PALM BAY NORTHSTAR, LLC,
a Florida limited liability company

By: NORTHSTAR VENTURES, LLC

By: 
Scott Fay, Managing Member

By: 
Thomas Balling, Managing Member

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