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11 MAY - 9 PM 3:44

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** PACIFIC TOMATO GROWERS, LTD.  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Robert P. Saltsman

Contact Person

Robert P. Saltsman, P.A.

Firm/Company

Post Office Box 2146

Address

Winter Park, Florida 32790-2146

City, State and Zip Code

aimee@saltsmanpa.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert P. Saltsman

Name of Contact Person

at ( 407 ) 647-2899

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**ARTICLES OF MERGER OF  
SUNRIPE REAL ESTATE, LLC WITH AND INTO PACIFIC TOMATO GROWERS, LTD.**

The following **ARTICLES OF MERGER** by and between **SUNRIPE REAL ESTATE LLC**, a Florida limited liability company and **PACIFIC TOMATO GROWERS, LTD.**, a Florida limited partnership, are being submitted in accordance with Sections 608.438 and 620.2108, Florida Statutes.

**FIRST:** The exact name, street address of each principal office, jurisdiction, and entity type of the entities being merged are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
SUNRIPE REAL ESTATE, LLC 503 10 <sup>th</sup> Street West Palmetto, FL 34221	Florida	limited liability company

Florida Document No.: L05000056688      FEI: 20-2967093

**SECOND:** The exact name, street address of each principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
PACIFIC TOMATO GROWERS, LTD. 503 10 <sup>th</sup> Street West Palmetto, FL 34221	Florida	limited partnership

Florida Document No.: A93000000629      FEI: 59-2155225

**THIRD:** The Agreement and Plan of Merger dated May 1, 2011 ("Plan of Merger"), a copy of which is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, meets the requirements of Section 620.2107, Florida Statutes.

**FOURTH:** The Plan of Merger was unanimously approved and adopted by the members of SUNRIPE REAL ESTATE, LLC, the merging limited liability company, on May 1, 2011, by written Consents to Action of Members.

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TALLAHASSEE, FLORIDA

**FIFTH:** The Plan of Merger was unanimously approved and adopted by all the partners of PACIFIC TOMATO GROWERS, LTD., the surviving limited partnership, on May 1, 2011, by Written Consent to Action of Partners.

**SIXTH:** The merger is permitted under the laws of the State of Florida and is not prohibited by any agreement of any party to the merger.

**SEVENTH:** Pursuant to and in compliance with s. 620.2107 of the Act, the date and time of the effectiveness of the merger shall be on the date of the filing of these Articles of Merger with the State of Florida.

**IN WITNESS WHEREOF,** the parties hereto have caused these Articles of Merger to be executed by an authorized person this 1st day of May, 2011.

**PACIFIC TOMATO GROWERS, LTD.,** a Florida limited partnership by its General Partner PTG Management Company, a Florida corporation

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

**SUNRIPE REAL ESTATE, LLC,** a Florida limited liability company by its Manager, PTG Management Company, a Florida corporation

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

**AGREEMENT AND PLAN OF MERGER OF  
SUNRIPE REAL ESTATE, LLC WITH AND INTO PACIFIC TOMATO GROWERS, LTD.**

**THIS AGREEMENT AND PLAN OF MERGER**, dated this 1st day of May, 2011, made by and among **SUNRIPE REAL ESTATE, LLC**, a Florida limited liability company (the "MERGING COMPANY") and **PACIFIC TOMATO GROWERS, LTD.**, a Florida limited partnership ("PACIFIC TOMATO GROWERS").

**WITNESSETH:**

**WHEREAS**, MERGING COMPANY desires to merge with and into PACIFIC TOMATO GROWERS, with PACIFIC TOMATO GROWERS being the surviving entity (the "Merger"), upon the terms, and subject to the conditions herein, set forth in this Plan of Merger (the "Plan") and in accordance with Section 620.2108 of the Florida Revised Uniform Limited Partnership Act (the "Act") and Section 608.438 of the Florida Limited Liability Act (the "Act II"); and

**WHEREAS**, the General Partner of PACIFIC TOMATO GROWERS has determined that it is advisable that the MERGING COMPANY be merged into PACIFIC TOMATO GROWERS, on the terms and conditions set forth, in this Plan of Merger, and in accordance with Section 620.2107 of the Act.

**WHEREAS**, the exact name, street address of the principal office, jurisdiction, and entity type of the entity being merged is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
SUNRIPE REAL ESTATE, LLC 503 W. 10 <sup>th</sup> Street West Palmetto, FL 34221	Florida	limited liability company
Florida Doc. No.: L05000056688	FEI: 20-2967093	

**WHEREAS**, the exact name, street address of the principal office, jurisdiction, and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
PACIFIC TOMATO GROWERS, LTD. 503 10 <sup>th</sup> Street West Palmetto, FL 34221	Florida	limited partnership
Florida Document No: A93000000629	FEI: 59-2155225	

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

## **ARTICLE I**

### **EFFECTIVE DATE; MERGER; ADOPTION AND APPROVAL**

1. The above recitals are hereby incorporated into this Plan.
2. The term "Effective Date" shall mean the date of the filing of the Articles of Merger with the State of Florida.
3. On the Effective Date, the MERGING COMPANY shall be merged with and into PACIFIC TOMATO GROWERS. The separate existence of the MERGING COMPANY shall cease at the Effective Date and the existence of PACIFIC TOMATO GROWERS shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of limited partnerships organized under the law of the State of Florida.
4. The Plan of Merger has been approved and adopted by the Manager of MERGING COMPANY in accordance with Section 608.4381 of the Act II. All of the members have consented to the merger on May 1, 2011 and waived notice thereof by their signatures below.
5. The Plan of Merger has been approved and adopted by the General Partner of PACIFIC TOMATO GROWERS in accordance with Section 620.2107 of the Act. All of the partners have consented to the merger on May 1, 2011 and waived notice thereof by their signatures below.

## **ARTICLE II**

### **EFFECTS OF THE MERGER**

At and after the merger, PACIFIC TOMATO GROWERS shall possess all of the rights, privileges, immunities and franchises of a public and private nature of the MERGING COMPANY; any and all property, real, personal and mixed, and any and all debts due of the MERGING COMPANY on whatever account, and all other choses in action, and all and every other interest of the MERGING COMPANY shall be taken and transferred to and vested in the surviving PACIFIC TOMATO GROWERS without further act or deed; and the title to any real estate, or any interest therein, vested in the MERGING COMPANY shall not prevent or be in any way impaired by reason of the merger, all as more particularly set forth in and pursuant to Section 620.2109 of the Act.

### **ARTICLE III**

#### **TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES**

The manner and basis of converting units of the MERGING COMPANY membership certificates into limited partnership units of PACIFIC TOMATO GROWERS partnership units shall be as follows:

Since PACIFIC TOMATO GROWERS owns One Hundred Ninety-eight (198) Units which is Ninety-nine percent (99%) of the MERGING COMPANY and simultaneous with this Merger, PACIFIC TOMATO GROWERS is purchasing the remaining Two (2) Units which is One percent (1%) of the MERGING COMPANY from PTG Management Company, a Florida corporation ("PTG MANAGEMENT"), PACIFIC TOMATO GROWERS will own all of the membership units of the MERGING COMPANY. Therefore, upon completion of the Merger, all units of the MERGING COMPANY will be cancelled.

### **ARTICLE IV**

#### **DISSENTERS' RIGHTS**

Members of the MERGING COMPANY who would be entitled to vote on the Merger and who wish to dissent thereto, are entitled, if the member complies with the provisions of the Act I and II regarding the rights of dissenting members, to be paid the fair value of such member's units.

### **ARTICLE V**

#### **ASSIGNMENT**

If at any time PACIFIC TOMATO GROWERS shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in PACIFIC TOMATO GROWERS the title to any property or rights of the MERGING COMPANY, or to otherwise carry out the provisions hereof, the Members, Manager or Officers of the MERGING COMPANY as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, or conform title to such property or rights in PACIFIC TOMATO GROWERS, and the General Partner of PACIFIC TOMATO GROWERS is fully authorized in the name and on behalf of the MERGING COMPANY or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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TALLAHASSEE, FLORIDA

## **ARTICLE VI**

### **EXPENSES**

PACIFIC TOMATO GROWERS shall pay all expenses of accomplishing the Merger.

## **ARTICLE VII**

### **CERTIFICATE OF LIMITED PARTNERSHIP**

The Certificate of Limited Partnership of PACIFIC TOMATO GROWERS, as in effect on the date of the Merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Limited Partnership of PACIFIC TOMATO GROWERS surviving this merger without change or amendment until further amended in accordance with the provisions thereof and applicable laws. The General Partner of PACIFIC TOMATO GROWERS surviving this merger shall be the same upon the Merger as it is for said limited partnership immediately prior thereto. The Limited Partnership Agreement of the surviving PACIFIC TOMATO GROWERS as in effect at the time of Merger, shall continue to be the Limited Partnership Agreement of PACIFIC TOMATO GROWERS, as the surviving limited partnership, without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

## **ARTICLE VIII**

### **GENERAL PARTNER/MANAGEMENT**

Management of PACIFIC TOMATO GROWERS is vested in its General Partner and the name and address of the General Partner is as set forth below.

PTG MANAGEMENT COMPANY  
503 10<sup>th</sup> Street West  
Palmetto, FL 34221

## **ARTICLE IX**

### **AMENDMENT**

At any time before the filing with the Florida Department of State of Florida of the Articles of Merger to be filed in connection herewith, the General Partner of PACIFIC TOMATO GROWERS may amend this Plan. If the Articles of Merger have already been filed, amended Articles of Merger shall be filed with the Department of State, but only if such amended Articles of Merger can be filed before the Effective Date.



**ARTICLE X**

**TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the General Partner of PACIFIC TOMATO GROWERS, this Plan may be terminated at any time before the Effective Date by resolution of the General Partner of PACIFIC TOMATO GROWERS. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of PACIFIC TOMATO GROWERS or the MERGING COMPANY, or their directors, officers, employees, agents, or partners.

**IN WITNESS WHEREOF**, the parties have set their hands this 1st day of May, 2011.

“PACIFIC TOMATO GROWERS”

**PACIFIC TOMATO GROWERS, LTD.**, a Florida limited partnership by its General Partner, PTG Management Company, a Florida corporation

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

“MERGING COMPANY”

**SUNRIPE REAL ESTATE, LLC**, a Florida limited liability company by its Manager, PTG Management Company, a Florida company

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

**CONSENT AND WAIVER OF NOTICE OF MEMBERS**

The undersigned members of the **MERGING COMPANY** hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

**PTG MANAGEMENT COMPANY**, as Manager of Sunripe Real Estate LLC, a Florida limited liability company

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

**MEMBERS:**

**PTG MANAGEMENT COMPANY**, a Florida corporation

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

**PACIFIC TOMATO GROWERS, LTD.**, a Florida limited partnership by its General Partner, PTG Management Company, a Florida corporation

By: \_\_\_\_\_

HARVEY R. HELLER, as Vice President

**CONSENT AND WAIVER OF NOTICE OF PARTNERS**

The undersigned partners of **PACIFIC TOMATO GROWERS, LTD.** hereby consent to and acknowledge this Agreement and Plan of Merger and waive notice thereof.

**PTG MANAGEMENT COMPANY**, as General Partner of  
Pacific Tomato Growers, Ltd., a Florida limited partnership

By: \_\_\_\_\_

  
HARVEY R. HELLER, as Vice President

**LIMITED PARTNERS:**

**HELLER BROS. PACKING CORP.**, a Florida corporation

By: \_\_\_\_\_

  
HARVEY R. HELLER, as President

**ESFORMES PROPERTIES, INC.**, a Florida corporation

By: \_\_\_\_\_

  
ELIZABETH ESFORMES, as Vice President