

A96000001753

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

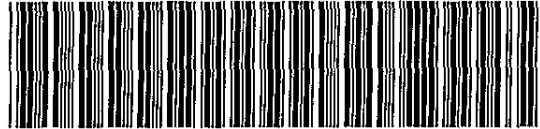
(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600048818546

03/24/05--01045--026 **1750.00

FILED
2005 APR -6 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

J. BRYAN MAR 25 2005



March 18, 2005

Florida Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, Florida 32314

RE: **Nobles Immokalee Tomatoes, Ltd. - Amended & Restated Partnership Agreement**

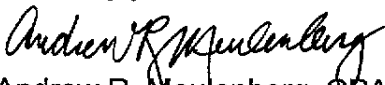
Gentlemen:

Enclosed please find are two sets of documents along with checks as follows:

- **Immokalee Tomato Growers** – Partnership Registration Statement – Check \$52.50
- **Nobles Immokalee Tomatoes, Ltd.** – Amended and Restated Limited Partnership Agreement, along with check in amount of \$1,750.

If you have any questions, comments or concerns, please call me at my office (239-403-6781).

Sincerely yours,


Andrew R. Meulenberg, CPA
Director of Taxation

ARM
Enclosure

FILED
2005 APR -6 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

March 25, 2005

ANDREW R. MEULENBERT, CPA
BARRON COLLIER COMPANIES
2600 GOLDEN GATE PARKWAY
NAPLES, FL 34105

SUBJECT: NOBLES IMMOKALEE TOMATOES, LTD.
Ref. Number: A96000001753

We have received your document for NOBLES IMMOKALEE TOMATOES, LTD. and your check(s) totaling \$1750.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

We don't file Amended Partnership Agreement, you can file a Amended Certificate

We are enclosing the proper form(s) with instructions for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan
Document Specialist

Letter Number: 405A00020606

FILED
2005 APR -6 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA



BARRON COLLIER PARTNERSHIP

April 1, 2005

Florida Department of State
Mr. Joey Bryan
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

re: **Nobles Immokalee Tomatoes, Ltd. - Amended & Restated Certificate of Limited Partnership**

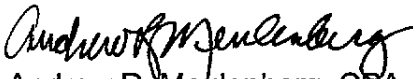
Dear Mr. Bryan:

I previously sent a document that attempted to modify and restate the partnership agreement, as well as provide an affidavit of capital contributions. Included with that filing was a check in the amount of \$1,750. After our telephone conversation of today, it appears that we do not need to revise our affidavit of capital contribution, but simply need to modify and restate our certificate. In light of this, enclosed is an **Amended and Restated Certificate of Limited Partnership for Nobles Immokalee Tomatoes, Ltd.**

Since the check in the amount of \$1,750 that was previously sent to you was not returned with the documents, I assume that you are holding it until I responded to your instructions. As such, **please apply the filing fee of \$52.50 and refund the balance.**

I very much appreciate your assistance by walking me through this process. If you have any questions, comments or concerns, please call me at my office (239-403-6781).

Sincerely yours,


Andrew R. Meulenberg, CPA
Director of Taxation

ARM
Enclosure

FILED
2005 APR -6 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED OF CERTIFICATE OF LIMITED PARTNERSHIP

NOBLES IMMOKALEE TOMATOES, LTD.

Whereas, Nobles Immokalee Tomatoes, Ltd. (hereinafter "the Partnership") was initially formed on September 13, 1996, and its Certificate of Limited Partnership (document number A96000001753) was issued by the State of Florida on September 23, 1996.

Whereas, the Partnership was originally scheduled to terminate on June 30, 1999, however on June 2, 1999, a Certificate of Amendment was filed with the State of Florida, thereby amending Article 2 of the Partnership Agreement to extend the dissolution date until June 30, 2004.

Now, the partners have continued with the Partnership's farming operations and do hereby affirm and agree to Amend and Restate the Limited Partnership Agreement of Nobles Immokalee Tomatoes, Ltd. to be effective at the time of its filing with the Florida Department of State. Pursuant to Chapter 620 of the Florida Statutes, all such partners have further hereby sworn to tell the truth and are certifying the following Restatement and Amendment with their signatures below:

1. Name: The name of the Partnership shall remain Nobles Immokalee Tomatoes, Ltd.
2. Registered Agent: The name and address of the registered agent for service of process on this limited partnership are: Lewis J. Nobles, Jr., 212 Jerome Street, Immokalee, Florida 34142.
3. Principal Address: The principal office and mailing address of the Partnership is 212 Jerome Street, Immokalee, Florida 34142.
4. Duration: The Partnership began its business on September 13, 1996, and shall otherwise end on June 30, 2025 and thereafter be dissolved, unless otherwise terminated sooner. If one or more partners wish to terminate the Partnership and do thereby notify the other partners in writing 30 days prior to the beginning of the next growing season (by May 31st), the Partnership shall be cease as of the end of that growing season (June 30th) and thereupon all its affairs being finalized, it shall be dissolved.
5. Business of the Partnership: The only business to be conducted by the Partnership is the planting, growing, harvesting and selling of tomatoes. All tomatoes shall be delivered to, packed, and sold by Nobles-Collier, Inc. of Immokalee, Florida.
6. Accounting and Tax Periods: The Partnership shall operate and account for its financial results using a crop year basis comprising a fiscal year that begins on July 1st and ends on June 30th (hereinafter "crop year"). Nonetheless, for income tax reporting purposes it shall account for its results on a calendar year basis, one that begins on January 1st and ends on December 31st.
7. General Partner: The name of the sole general partner of the Partnership is Immokalee Tomato Growers Partnership, a Florida General Partnership, with business address of 212 Jerome Street, Immokalee, Florida 34142 and a mailing address of P.O. Drawer 2310, LaBelle, Florida 33935

A general partner shall not withdraw from the Partnership during its term except as described in paragraph 4. above.

GP0500000852

FILED
2005 APR -6 PM 2:50
TALLAHASSEE, FLORIDA
OFFICE OF THE CLERK OF THE SUPREME COURT

8. Limited Partner: The name of the sole limited partner of the Partnership is Barron Collier Partnership, Ltd., a Florida Limited Partnership, with a business address of 2600 Golden Gate Parkway, Naples, Florida 34105.

A limited partner shall not withdraw from the Partnership during its term except as described in 4. above.

9. Capital Accounts: The partners capital accounts as of December 31, 2004, are as follows:

Immokalee Tomato Growers Partnership
Barron Collier Partnership, Ltd.

<\$38,461>
<\$38,463>

10. Capital Contributions: The partners agree to make the below contributions of cash and other property and services:

General Partner: The general partner agrees to annually contribute other property and services comprised of the ongoing and continual supervisory and management services as required to plant, grow, harvest, haul and market tomatoes, along with all machinery necessary to plant, grow, harvest and haul tomatoes to market (Nobles-Collier, Inc.)

Limited Partner: The limited partner agrees to annually lease 3,253 acres of farmland, as described Exhibit A of this agreement; "Real Property Subject To Annual Lease". The lease value of this contribution (the Lease) is agreed to be \$1,089,755 per year.

11. Additional Capital Contributions: The Partnership shall incur certain costs and expenses in connection with the operation of its business, including payments to third parties for plants, fuel, maintenance of equipment (but not replacements), labor, sprays, fertilizer, materials, plastic, stakes, and other things necessary too plant, grow, harvest, haul, and market crops of tomatoes.

General Partner: The general partner will make additional contributions of cash as required by this agreement and by the law.

Limited Partner: The limited partner will make additional contributions in cash equal to the additional cash contributions that the Partnership receives from its general partner by reason of this paragraph. However, the limited partner's requirement to make such additional capital contribution in connection with any crop year shall be limited to and in no circumstance exceed \$2,000,000.

12. Allocation of Profits and Losses:

General Partner: The share of profits and losses that the general partner will receive or bear by reason of its contributions is fifty percent (50%) of the profits or losses of the Partnership.

Limited Partner: The share of profits and losses that the limited partner will receive or bear by reason of its contributions is fifty percent (50%) of the profits or losses of the Partnership.

FILED
2005 APR -6 PM 2:50
IMMOKALEE TOMATO GROWERS PARTNERSHIP, FLORIDA

13. Direct Payments To Creditors: If the limited partner makes payment to a creditor of the Partnership by reason of a guaranty, the limited partner shall be a creditor of the Partnership for each and all those payments, and be repaid as a creditor of the Partnership in the distribution of assets.
14. Assignability: No partnership interest is assignable.
15. Distributions: All amounts guaranteed shall be paid before any distributions are made to the partners. Profits shall be distributed to all the partners, pro rata, in June of each calendar year. No drawing accounts are permitted.

Signed in the presence of:

**FOR IMMOKALEE TOMATO GROWERS
PARTNERSHIP, SOLE GENERAL PARTNER**

Carolina V. Arriola
Print Name: Carolina V. Arriola

Lewis J. Nobles, Jr. (L.S.)
By Lewis J. Nobles, Jr., General Partner

Christina C Banda
Print Name: Christina C Banda

Carolina V. Arriola
Print Name: Carolina V. Arriola

Lewis J. Nobles, III (L.S.)
Lewis J. Nobles, III, General Partner

Christina C Banda
Print Name: Christina C Banda

Carolina V. Arriola
Print Name: Carolina V. Arriola

G. David Murrah (L.S.)
G. David Murrah, General Partner

Christina C Banda
Print Name: Christina C Banda

**FOR BARRON COLLIER PARTNERSHIP,
LTD., SOLE LIMITED PARTNER**

Andrew R. Kulenberg
Print Name: ANDREW R. KULENBERG

Paul J. Marinelli (L.S.)
By Paul J. Marinelli, Administrative Agent

Lamar Gable
Print Name: LAMAR GABLE

I accept designation as a Registered Agent for service of process upon Nobles Immokalee Tomatoes, Ltd.

Lewis J. Nobles, Jr.
Lewis J. Nobles, Jr., As Registered Agent
STATE OF FLORIDA

FILED
2005 APR 26 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

COUNTY OF COLLIER

Sworn to and subscribed to before me on February 16, 2005 by Lewis J. Nobles, Jr. (✓) who is personally known to me or () who produced _____ as identification.

Carolina V. Arriola
Print Name: Carolina V. Arriola
Notary Public, State of Florida at Large
Commission No:
My commission expires:



Carolina V. Arriola
My Commission DD237277
Expires August 16, 2007

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed to before me on February 16, 2005 by Lewis J. Nobles, III (✓) who is personally known to me or () who produced _____ as identification.

Carolina V. Arriola
Print Name: Carolina V. Arriola
Notary Public, State of Florida at Large
Commission No:
My commission expires:



Carolina V. Arriola
My Commission DD237277
Expires August 16, 2007

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed to before me on February 16, 2005 by G. David Murrah (✓) who is personally known to me or () who produced _____ as identification.

Carolina V. Arriola
Print Name: Carolina V. Arriola
Notary Public, State of Florida at Large
Commission No:
My commission expires:

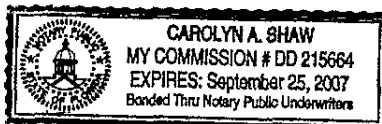


Carolina V. Arriola
My Commission DD237277
Expires August 16, 2007

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed to before me on April 18, 2005 by Paul J. Marinelli, as administrative agent of Barron Collier Partnership, Ltd., a Florida limited partnership, and (✓) who is personally known to me or () who produced _____ as identification.

Carolyn A. Shaw
Print Name: CAROLYN A. SHAW
Notary Public, State of Florida at Large
Commission No:
My commission expires:



FILED
2005 APR -6 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

NOBLES-COLLIER FARM AGREEMENT
EXHIBIT A
REAL PROPERTY SUBJECT TO ANNUAL LEASE
2004 - 2005 FARM SEASON

2	acres in the	SW	1/4	of Section	5	Township 47 South, Range	28 East
3	acres in the	SE	1/4	of Section	6	Township 47 South, Range	28 East
171	acres in the	E	1/2	of Section	7	Township 47 South, Range	28 East
64	acres in the	W	1/2	of Section	8	Township 47 South, Range	28 East
142	acres in the	S	1/2	of Section	9	Township 47 South, Range	28 East
33	acres in the	SW	1/4	of Section	10	Township 47 South, Range	28 East
102	acres in the	W	1/2	of Section	15	Township 47 South, Range	28 East
230	acres in the	S	1/2	of Section	15	Township 47 South, Range	28 East
280	acres in the	W	1/2	of Section	16	Township 47 South, Range	28 East
259	acres in the	E	1/2	of Section	16	Township 47 South, Range	28 East
95	acres in the	N	1/2	of Section	17	Township 47 South, Range	28 East
198	acres in the	S	1/2	of Section	17	Township 47 South, Range	28 East
110	acres in the	S	1/2	of Section	18	Township 47 South, Range	28 East
34	acres in the	NE	1/4	of Section	18	Township 47 South, Range	28 East
241	acres in the	N	1/2	of Section	19	Township 47 South, Range	28 East
223	acres in the	S	1/2	of Section	19	Township 47 South, Range	28 East
230	acres in the	N	1/2	of Section	20	Township 47 South, Range	28 East
21	acres in the	S	1/2	of Section	20	Township 47 South, Range	28 East
77	acres in the	W	1/2	of Section	21	Township 47 South, Range	28 East
62	acres in the	NE	1/4	of Section	22	Township 47 South, Range	28 East
190	acres in the	E	1/2	of Section	12	Township 47 South, Range	28 East
210	acres in the	E	1/2	of Section	13	Township 49 South, Range	28 East
138	acres in the	N	1/2	of Section	14	Township 49 South, Range	28 East
138	acres in the	S	1/2	of Section	14	Township 49 South, Range	28 East

Totaling 3,253

FILED
2005 APR - 6 PM 2:50
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA