

# A96000002023

## GRAVES, DOUGHERTY, HEARON & MOODY

A PROFESSIONAL CORPORATION

CRAIG HOPPER

WRITER'S DIRECT NUMBER:  
(512) 480-5603

E-MAIL ADDRESS:  
chopper@gdhm.com

515 CONGRESS AVENUE

SUITE 2300

AUSTIN, TEXAS 78701

(512) 480-5600

FAX: (512) 478-1976

OTHER LOCATION:  
KERRVILLE

MAILING ADDRESS:  
POST OFFICE BOX 98  
AUSTIN, TEXAS 78767

April 18, 2000

**By certified mail, return receipt requested, No. 7099 3220 0001 5850 8843**

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

100003219221--2  
-04/21/00--01120--002  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Re: Merger of Ancker-Johnson Family Limited Partnership  
with and into Ancker-Johnson, Ltd.

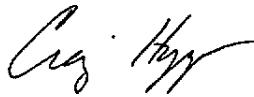
100003219221--2  
-05/11/00--01016--004  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Dear Sir or Madam:

Enclosed please find an original Certificate and Articles of Merger and Plan of Merger in accordance with §620.201, *et seq.*, of the Florida Revised Uniform Limited Partnership Act (1986) for the purpose of merging Ancker-Johnson Family Limited Partnership, a Florida limited partnership created on October 22, 1996, with and into Ancker-Johnson, Ltd., a Texas limited partnership created on December 21, 1999. Please file the enclosed original documents, and return the file-stamped copy to us in the enclosed self-addressed envelope. Also enclosed is our filing fee in the amount of \$52.50.

Thank you for your attention to this matter. If you have any questions or comments, please do not hesitate to contact me or my secretary, Nancy Davis, at the above number.

Sincerely,



Craig Hopper

Name Availability	
Document Examiner	DCC
Updater JCH/nbd	DCC
Enclosure	
Updatercc: Mr. and Mrs. Harold Hunt Johnson (w/o encl.)	
Verifier	DCC
Acknowledgement	DCC
W. P. Verifier	DCC

FILED  
APR 21 10 PM 3:00  
STATE OF FLORIDA  
2 LPS 52.50  
C. TAX \_\_\_\_\_  
FILING 52.50  
R. AGENT FEE \_\_\_\_\_  
C. COPY \_\_\_\_\_  
T. \_\_\_\_\_  
U. Hopper/Johnson/Florida, Inc. 4/18/2000  
BALANCE DUE \_\_\_\_\_  
REFUND \_\_\_\_\_

GRAVES, DOUGHERTY, HEARON & MOODY

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515 CONGRESS AVENUE

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chopper@gdhn.com

(512) 480-5600

FAX: (512) 478-1976

WEB ADDRESS:  
www.gdhn.com

May 4, 2000

***By certified mail, return receipt requested, No. 7099 3220 0001 5850 8775***

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

ATTN: DIANE CUSHING

Re: Merger of Ancker-Johnson Family Limited Partnership  
with and into Ancker-Johnson, Ltd.  
Ref. Number: A96000002023

Dear Ms. Cushing:

Thank you for your recent letter informing us of the need to send an additional \$52.50 for the filing of the above-referenced merger. Enclosed is our firm's check in that amount along with a copy of your original letter. We apologize for having misunderstood your fee schedule and thank you for your consideration. If you need further information, please do not hesitate to call me.

Sincerely,



Craig Hopper

JCH/nbd  
Enclosure



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

April 28, 2000

CRAIG HOPPER  
GRAVES DOUGHERTY HEARON & MOODY  
P.O. BOX 98  
AUSTIN, TX 78767

SUBJECT: ANCKER-JOHNSON FAMILY LIMITED PARTNERSHIP  
Ref. Number: A96000002023

We have received your document for ANCKER-JOHNSON FAMILY LIMITED PARTNERSHIP and your check(s) totaling \$52.50. However, the document has not been filed and is being retained in this office for the following:

The filing fee for this merger is \$52.50 for each limited partnership involved. Therefore, we will need an additional \$52.50 before we can file the merger documents.

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) 487-6913.

Diane Cushing  
Corporate Specialist

Letter Number: 500A00023438

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

ANCKER-JOHNSON FAMILY LIMITED PARTNERSHIP, A FLORIDA LIMITED  
PARTNERSHIP (A96000002023)

,

INTO

**ANCKER-JOHNSON, LTD.,** entity not qualified in Florida.

File date: May 10, 2000

Corporate Specialist: Diane Cushing

**PLAN OF MERGER OF ANCKER-JOHNSON FAMILY LIMITED PARTNERSHIP  
WITH AND INTO ANCKER-JOHNSON, LTD.**

FILED  
MAR 10 AM 3:00  
CLERK OF DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Pursuant to Article 2.11 of the Texas Revised Limited Partnership Act and Section 620.201, et seq. of the Florida Revised Uniform Limited Partnership Act (1986), this Plan of Merger (this "Plan") is made as of this 20th day of March, 2000, by and between Ancker-Johnson Family Limited Partnership, a Florida limited partnership ("AJFLP"), and Ancker-Johnson, Ltd., a Texas limited partnership ("AJL"), such limited partnerships hereinafter collectively called the "Merging Limited Partnerships."

WITNESSETH:

WHEREAS, AJFLP is a limited partnership duly organized and existing under the laws of the State of Florida, having been formed on October 22, 1996; and

WHEREAS, AJL is a limited partnership duly organized and existing under the laws of the State of Texas, having been formed on December 21, 1999;

WHEREAS, the respective general partners and limited partners of AJFLP and AJL deem it advisable and in the best interest of said partnerships that AJFLP be merged with and into AJL, with AJL, as the surviving limited partnership, as authorized by the statutes of the States of Texas and Florida, under and pursuant to the terms and conditions hereinafter set forth, and each general partner and limited partner of the Merging Limited Partnerships has duly approved of this Plan;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of said merger, the mode of carrying the same into effect, the manner and basis of converting the units of each Merging Limited Partnership into other units and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree subject to the conditions hereinafter set forth, as follows:

## ARTICLE I.

### Merger and Surviving Limited Partnership

At the Effective Time of the Merger, as hereinafter defined, AJFLP shall be merged with and into AJL, which is hereby designated the "Surviving Limited Partnership," which shall not be a new partnership, and which shall continue its existence as a limited partnership to be governed by the laws of the State of Texas.

## ARTICLE II.

### Terms and Conditions of Merger

The terms and conditions of the merger are (in addition to those set forth elsewhere in this Plan) as follows:

At the Effective Time of the Merger:

(1) The Merging Limited Partnership shall be a single limited partnership, which shall be AJL, the partnership designated herein as the Surviving Limited Partnership.

(2) The separate existence of AJFLP shall cease.

(3) The Surviving Limited Partnership shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as a private nature, and be subject to all the liabilities and duties of each Merging Limited Partnership; and all and singular, the rights, privileges, powers and franchises of each Merging Limited Partnership, and all property, real, personal and mixed, and all debts due to each Merging Limited Partnership on whatever account, as well as all other things in action or belonging to any Merging Limited Partnership, shall be vested in the Surviving Limited Partnership; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Limited Partnership as they were of the respective Merging Limited Partnerships, and the title to any real estate vested by deed or otherwise in any Merging Limited Partnership shall not revert or be in any way impaired by reason of the merger; but all rights of creditors and all liens upon any property of any Merging Limited Partnership shall be preserved unimpaired, and all debts, liabilities and duties of the respective Merging Limited Partnerships shall thenceforth attach to the Surviving Limited Partnership and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding, whether civil, criminal or administrative, pending by or against any Merging Limited Partnership shall be prosecuted as if the

merger had not taken place, or the Surviving Limited Partnership may be substituted in such action or proceeding.

(4) All acts, plans, policies, contracts, approvals and authorizations of each Merging Limited Partnership and its partners, officers and agents, which were valid and effective immediately prior to the Effective Time of the Merger shall be taken for all purpose as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Limited Partnership and shall be as effective and binding thereon as the same were with respect to each Merging Limited Partnership.

(6) The assets, liabilities, reserves and accounts of each Merging Limited Partnership shall be recorded on the books of the Surviving Limited Partnership at the amounts at which they, respectively, shall then be carried on the books of such Merging Limited Partnership subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the merger.

### ARTICLE III.

#### Manner and Basis of Converting Partnership Interests

The manner and basis of converting the partnership interests of each Merging Limited Partnership into partnership interests of the Surviving Limited Partnership and the mode of carrying the merger into effect are as follows:

(1) Each partnership unit of AJFLP existing at the Effective Time of the Merger shall be converted into one (1) partnership unit of the Surviving Limited Partnership, without any action on the part of the holder thereof.

(2) Each partnership unit of AJL existing at the Effective Time of the Merger shall be converted into one (1) partnership unit of the Surviving Limited Partnership, without any action on the part of the holder thereof.

### ARTICLE IV.

#### Certificate of Limited Partnership and Limited Partnership Agreement

The Certificate of Limited Partnership and the Limited Partnership Agreement of AJL as existing and constituted immediately prior to the Effective Time of the Merger shall, upon the merger's becoming effective, be and constitute the Certificate of Limited Partnership and the Limited

Partnership Agreement of the Surviving Limited Partnership until amended in the manner provided by law.

## ARTICLE V.

### Approval and Effective Time of the Merger

The merger shall become effective upon the issuance of the Certificate of Merger by the Secretary of State of Texas (such date and time being herein referred to as the "Effective Time of the Merger"), by which time all the following actions shall have been taken:

(1) This Plan shall have been adopted and approved on behalf of each Merging Limited Partnership in accordance with Texas Revised Limited Partnership Act and the Florida Revised Uniform Limited Partnership Act (1986); and

(2) A Certificate and Articles of Merger (with this Plan attached as part thereof), setting forth the information required by, and executed and verified in accordance with, the Texas Revised Limited Partnership Act and the Florida Revised Uniform Limited Partnership Act (1986), shall have been filed in the office of the Secretary of State of the States of Texas and Florida.

## ARTICLE VI.

### Miscellaneous

(1) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed; each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one agreement.

(2) The notification required by the Florida Revised Uniform Limited Partnership Act (1986), Section 620.202(3) to all partners of AJFLP of any meeting or other action with request to the approval of this Plan is hereby specifically waived by all such partners.

(3) The Betsy Ancker-Johnson Revocable Trust dated June 8, 1985 and the Harold Hunt Johnson Revocable Trust dated June 8, 1985, partners of AJFLP, specifically consent to becoming general partners in the Surviving Limited Partnership.

(4) The names and addresses of the general partners of the Surviving Limited Partnership are (1) The Betsy Ancker-Johnson Revocable Trust dated June 8, 1985, 3502 Mount Bonnell Road,



Austin, Texas 78731, and (2) The Harold Hunt Johnson Revocable Trust dated June 8, 1985, 3502 Mount Bonnell Road, Austin, Texas 78731.

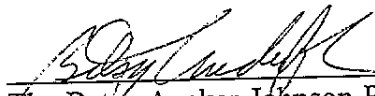
(5) This Plan and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas.

(6) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

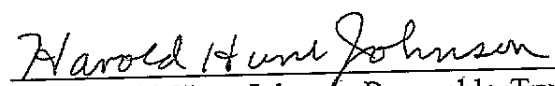
EXECUTED as of the date first above written.

**ANCKER-JOHNSON, LTD.**

By:

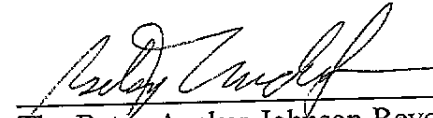
  
The Betsy Ancker-Johnson Revocable Trust  
dated June 8, 1985, General Partner  
Betsy Ancker-Johnson, Trustee

By:

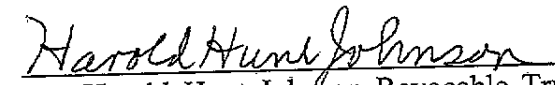
  
The Harold Hunt Johnson Revocable Trust  
dated June 8, 1985, General Partner  
Harold Hunt Johnson, Trustee

**THE ANCKER-JOHNSON FAMILY LIMITED PARTNERSHIP**

By:

  
The Betsy Ancker-Johnson Revocable Trust  
dated June 8, 1985, General and Limited  
Partner  
Betsy Ancker-Johnson, Trustee

By:

  
The Harold Hunt Johnson Revocable Trust  
dated June 8, 1985, General and Limited  
Partner  
Harold Hunt Johnson, Trustee

FILED  
00 MAY 10 PM 3:00  
CLERK OF DISTRICT COURT  
HARRIS COUNTY TEXAS

## CERTIFICATE AND ARTICLES OF MERGER

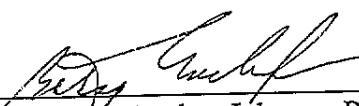
Pursuant to the provisions of Article 2.11 of the Texas Revised Limited Partnership Act and Section 620.201, et seq. of the Florida Revised Uniform Limited Partnership Act (1986), the undersigned limited partnerships adopt this Certificate and Articles of Merger for the purpose of effecting a merger in accordance with the provisions of the Texas Revised Limited Partnership Act and the Florida Revised Uniform Limited Partnership Act (1986).

1. Ancker-Johnson Family Limited Partnership, a Florida limited partnership, is merging with and into Ancker-Johnson, Ltd., a Texas limited partnership.
2. The Plan of Merger attached hereto as Exhibit A and incorporated herein by reference was approved by the general and/or limited partners of each of the undersigned limited partnerships in the manner prescribed by the Texas Revised Limited Partnership Act and the Florida Revised Uniform Limited Partnership Act (1986). The Plan of Merger was duly authorized by all action required by the laws under which each of the undersigned limited partnerships was formed or organized and by each of the undersigned limited partnerships' constituent documents. The written consent of each person who, as a result of this merger, will become a general partner of the surviving entity has been obtained pursuant to Section 620.202(2) of the Florida Revised Uniform Limited Partnership Act (1986).
3. The address of Ancker-Johnson, Ltd.'s principal office in the State of Texas is 3502 Mt. Bonnell Road, Austin, Texas 78731.
4. In accordance with the requirements of Section 620.203(1)(g) of the Florida Revised Uniform Limited Partnership Act (1986), Ancker-Johnson, Ltd. is deemed to have appointed the Secretary of State of Florida as its agent for service of process in any proceeding to enforce any obligation or the rights of dissenting partners of each Florida limited partnership that is a party to the merger. Ancker-Johnson, Ltd. has further agreed to promptly pay to the dissenting partners of each Florida limited partnership that is a party to the merger the amount, if any, to which they are entitled under Section 620.205 of the Florida Revised Uniform Limited Partnership Act (1986).
5. The merger shall become effective upon the issuance of the Certificate of Merger by the Secretary of State of Texas.

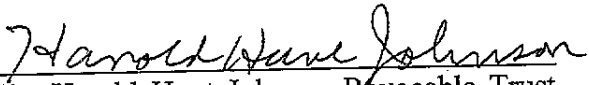
Signed this 20th day of March, 2000.

**ANCKER-JOHNSON, LTD.**

By:

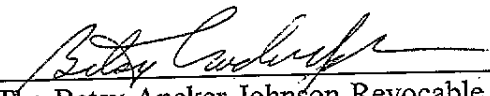
  
The Betsy Ancker-Johnson Revocable Trust  
dated June 8, 1985, General Partner  
Betsy Ancker-Johnson, Trustee

By:

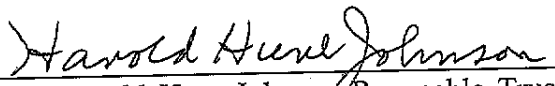
  
The Harold Hunt Johnson Revocable Trust  
dated June 8, 1985, General Partner  
Harold Hunt Johnson, Trustee

**THE ANCKER-JOHNSON FAMILY LIMITED  
PARTNERSHIP**

By:

  
The Betsy Ancker-Johnson Revocable Trust  
dated June 8, 1985, General Partner  
Betsy Ancker-Johnson, Trustee

By:

  
The Harold Hunt Johnson Revocable Trust  
dated June 8, 1985, General Partner  
Harold Hunt Johnson, Trustee