

A99000000671

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2/26 eff 2/26

March 4, 2002

Florida Department of State  
Division of Corporations  
409 East Gaines Street  
Tallahassee, Florida 32399

A99-671

500005064265--6  
-03/07/02--01050--029  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Attn: Merger Department

500005064265--6  
-02/28/02--01025--008  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Re: Turnbull Family Limited Partnership, a Florida limited partnership merging  
with Turnbull Family Texas Limited Partnership, a Texas limited partnership

Dear Sir/Madam:

Enclosed please find the check for \$52.50 in order to complete the Merger pursuant to the Articles of Merger in your possession merging the Turnbull Family Limited Partnership, a Florida limited partnership into the Turnbull Family Texas Limited Partnership, a Texas family limited partnership. Attached please find a courtesy copy of the Articles of Merger, in addition I would like the file to reflect that the Merger was effective on or after February 27, 2002.

If you have any questions or comments, please call.

Sincerely,

WPT

Harry Teichman

Enclosure

FILED  
02 FEB 26 PM 12:21  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

March 4, 2002

AUGUST & KULUNAS  
250 AUSTRALIAN AVE. S., STE. 1100  
WEST PALM BEACH, FL 33401

SUBJECT: THE TURNBULL FAMILY LIMITED PARTNERSHIP  
Ref. Number: A99000000671

We have received your document for THE TURNBULL 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 fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	25.00
For each Corporation:	35.00
For each General Partnership:	25.00
All Others:	No Charge

There is a balance due of \$52.50.

Please return 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) 245-6967.

Michelle Hodges  
Document Specialist

Letter Number: 002A00012904

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

TURNBULL FAMILY LIMITED PARTNERSHIP, A99000000671, A FLORIDA  
LIMITED PARTNERSHIP

INTO

**TURNBULL FAMILY TEXAS LIMITED PARTNERSHIP,** entity not qualified in  
Florida.

File date: February 26, 2002, effective February 26, 2002

Corporate Specialist: Michelle Hodges

## ARTICLES OF MERGER

The General Partners of the Turnbull Family Limited Partnership, a Florida limited partnership and the Turnbull Family Texas Limited Partnership, a Texas limited partnership (hereinafter the "Merging Entities") hereby file these Articles of Merger pursuant to the Florida Revised Uniform Limited Partnership Act §620.203 and state:

1. The Plan. The Agreement and Plan of Merger (the "Plan") is attached hereto as Exhibit "A".
2. Approval of the Plan. The Plan was approved by all of the General Partners and Limited Partners of the Merging Entities in accordance Ch. 620, F.S. and Ch. 607, F.S. as applicable and the laws of the State of Texas on February 21, 2002.
2. Effective Date. The merger shall be effective on February 26<sup>th</sup>, 2002.
3. Surviving Entity Information and Required Statements.
  - A. The name of the Surviving Entity shall be: Turnbull Family Texas Limited Partnership, a Texas limited partnership.
  - B. The address of the principal office of the Surviving Entity shall be : 551 Guadalupe Drive, Allen, TX 75002
  - C. The Surviving Entity is deemed, pursuant to §620.203 F.S., to have appointed the Secretary of State of the State of Florida as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting partners of each domestic limited partnership that is a party to the merger.
  - D. The Surviving Entity has agreed to promptly pay to the dissenting partners of each domestic limited partnership that is a party to the merger the amount, if any, to which they are entitled under §620.205 F.S.

Subscribed to this 21<sup>st</sup> day of February, 2002

Turnbull Family Limited Partnership, a  
Florida Limited Partnership

By: Turnbull Family GP Inc., a  
Florida Corporation  
General Partner

By: Lois Turnbull  
Lois Turnbull, President

By: Len-Turn Family GP Inc.,  
Florida Corporation  
General Partner

By: Scott Turnbull  
Scott Turnbull, President

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

02 FEB 26 PM 12:21

FILED

Turnbull Family Texas Limited  
Partnership, a Texas Limited Partnership

By: Turnbull Family GP Inc., a  
Florida Corporation  
General Partner

By: *Lois Turnbull*  
Lois Turnbull, President

By: Len-Turn Family GP Inc., a  
Florida Corporation  
General Partner

By: *Scott Turnbull*  
Scott Turnbull, President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement") shall be effective as of the Effective Time as defined herein, by and between THE TURNBULL FAMILY TEXAS LIMITED PARTNERSHIP, a Texas limited partnership ((*non qualified* "TT") or after the Effective Time (as defined in Article IV hereof), the "Surviving Partnership"), and THE TURNBULL FAMILY LIMITED PARTNERSHIP, a Florida limited partnership ("TF").  
*AM9000000671*

WHEREAS, TF is a limited partnership duly formed and validly existing under the laws of the State of Florida;

WHEREAS, TT is a limited partnership duly organized and validly existing under the laws of the State of Texas;

WHEREAS, each of the Florida Revised Uniform Limited Partnership Act (the "FRULPA") and the Texas Revised Limited Partnership Act (the "TRLPA") permits a limited partnership organized and existing under the FRULPA to merge with and into a limited partnership organized and existing under the TRLPA;

WHEREAS, the General Partner and the Limited Partners of TF and the General Partner and Limited Partners of TT have duly authorized the merger of TF with and into TT pursuant to the terms of this Agreement; and

WHEREAS, all other conditions precedent to the merger of TF with and into TT have been, or, prior to the Effective Time, will be, satisfied or validly waived, including any notice requirements contained in the TRLPA or FRULPA;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that, in accordance with the applicable statutes of the State of Texas and the State of Florida, TF shall be, and hereby is, at the Effective Time, merged with and into TT (the "Merger"), with TT to be the Surviving Partnership. The mode of carrying the Merger into effect shall be as follows:

#### ARTICLE I MERGER

Prior to the Effective Time, TT and TF shall take all such additional action as shall be necessary or appropriate in order to effectuate the Merger.

At the Effective Time, TF shall be merged with and into TT, the separate existence of TF shall cease, TT shall continue in existence, and the Merger shall in all respects have the effects provided for in the TRLPA and the FRULPA.

The name and addresses of the General Partners of the Surviving Partnership shall be:

Len-Turn Family GP, Inc., a Florida corporation

551 Guadalupe Drive

Allen, TX 75002

Turnbull Family GP, Inc., a Florida corporation

551 Guadalupe Drive

Allen, TX 75002

If at any time after the Effective Time the Surviving Partnership shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers, directors or other agents of TF shall

execute and deliver any and all proper deeds, assignments and assurances in law, and do all such additional things, as are necessary or proper to carry out the provisions hereof.

## ARTICLE II TERMS OF THE TRANSACTION

At the Effective Time, (i) each one percent limited partner limited partnership interest or portion thereof in TF existing and held immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into an identical percentage limited partner limited partnership interest in TT and (ii) each once percent general partner limited partnership interest or portion thereof in TF existing and held immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into an identical percentage general partner limited partnership interest in TT. The TT partnership interests, both general and limited, shall have the identical designations, preferences, limitations and relative rights as the TF partnership interests in effect prior to the Effective Time.

At the Effective Time, the Partners of TT shall own the same relative partnership interests in TT as they did immediately prior to the Effective Time.

## ARTICLE III ARTICLES OF LIMITED PARTNERSHIP AND AGREEMENTS OF LIMITED PARTNERSHIP

From and after the Effective Time, and until thereafter amended as provided by law, the Articles of Limited Partnership of TT as in effect immediately prior to the Effective Time shall be the Articles of Limited Partnership of the Surviving Partnership. From and after the Effective Time, and until thereafter amended as provided by law, the Limited Partnership Agreement of TT as in effect immediately prior to the Effective Time shall be the Limited Partnership Agreement of the Surviving Partnership. The Limited Partnership Agreement of TF and all amendments thereto, as of the Effective Time, shall become null and void.



#### ARTICLE IV EFFECTIVE TIME

The "Effective Time" shall be the later to occur of (i) the execution of a certificate of merger in accordance with Section 2.11 of the TRLPA, (ii) the filing in the office of the Department of State of the State of Florida of articles of merger in accordance with Section 620.203 of the FRULPA, or (iii) February 26, 2002.

#### ARTICLE V TERMINATION

At any time prior to the Effective Time, either the General Partners of TT or TF may terminate or abandon this Agreement.

#### ARTICLE VI AMENDMENTS

Subject to the applicable provisions of the TRLPA and the FRULPA, at any time prior to the Effective Time, the parties hereto may amend, modify or supplement this Agreement in such manner as they jointly may determine.

#### ARTICLE VII GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the states of Florida and Texas, as applicable.

ARTICLE VIII  
COUNTERPARTS

This agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

THE TURNBULL FAMILY TEXAS  
LIMITED PARTNERSHIP, a Texas Limited  
Partnership

General Partners

By: Turnbull Family GP, Inc., a Florida  
corporation,  
General Partner

By: Lois Turnbull  
Lois Turnbull, President

By: Len-Turn Family GP, Inc, a Florida  
corporation,  
General Partner

By: Scott Turnbull  
Scott Turnbull, President

Limited Partners

By: Scott Turnbull  
Scott Turnbull, Limited Partner

By: Lois Turnbull  
Lois Turnbull, Limited Partner

The Turnbull Family Limited Partnership, A  
Florida Limited Partnership

General Partners

By: Turnbull Family GP, Inc., a Florida  
corporation,  
General Partner

By: Lois Turnbull  
Lois Turnbull, President

By: Len-Turn Family GP, Inc, a Florida  
corporation,  
General Partner

By: Scott Turnbull  
Scott Turnbull, President

Limited Partners

By: Scott Turnbull  
Scott Turnbull, Limited Partner

By: Lois Turnbull  
Lois Turnbull, Limited Partner