

03/27/2007 07:03

850-245-8000

FL DEPT OF STATE

PAGE 1/10

03/26/2007

19:59

192 5258

BCW/OLSS

01

Division of Corporations

L07000004896

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000078730 3)))



H07000078730ABC%

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 305-0380

From: Account Name : FORD, JETER & BOWLUS, P.A.
Account Number : 078380000442
Phone : (904) 268-7227
Fax Number : (904) 262-3327

2007 MAR 27 10:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

998-5262

MERGER OR SHARE EXCHANGE

Hallmark Senior Housing, L.L.C.

Certificate of Status	1
Certified Copy	0
Page Count	09
Estimated Charge	396.38

AL

\$55.00

RECEIVED

07 MAR 27 AM 8:00

FLORIDA DEPARTMENT OF STATE

Electronic Filing Menu

Corporate Filing Menu

Help

**ARTICLES OF CROSS ENTITY MERGER OF
HALLMARK SENIOR HOUSING, INC., A FLORIDA CORPORATION
INTO**

HALLMARK SENIOR HOUSING, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

Pursuant to the provisions of the Florida Business Corporation Act and the Florida Limited Liability Company Act, the undersigned domestic Corporation and domestic limited liability company adopt the following Articles of Merger for the purpose of merging them into a single limited liability company:

First: The names of the undersigned business entities, type of entity and the States under the laws of which they are respectively organized are:

Name of Corporation	State	Entity Type
Hallmark Senior Housing, Inc. Document Number: P98000005262	FLORIDA	CORPORATION
Hallmark Senior Housing, L.L.C. Document Number: L07000004896	FLORIDA	LIMITED LIABILITY COMPANY

Second: The laws of the state of Florida permit such a merger.

Third: The name of the surviving business entity is Hallmark Senior Housing, L.L.C., a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: Hallmark Senior Housing, L.L.C.
Street Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63103
Jurisdiction: Florida
Entity Type: Florida limited liability company
Florida Document Number: L07000004896

Fourth: The following Plan of Merger was approved by all of the shareholders of the undersigned domestic Corporation and all of the members of the surviving limited liability company in the manner prescribed by the Florida Business Corporation Act and the Florida Limited Liability Company Act, respectively, and complies with the requirements of Florida Statutes Sections, 607.1108, 608.438, and 617.1103 (2005).

See Attachment I

FILED
2007 MAR 2
10 38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

03/27/2007 07:03 850-245-6897

FL DEPT OF STATE

PAGE 04/10

03/26/2007 19:59 19042626898

FORD, BOWLLS, DUSS, PA

PAGE 04/10

Eighth: The merger shall be effective as of the date of filing of these Articles of Cross Entity of Merger with the Florida Secretary of State, Division of Corporations.

Peter Schitter Print Name

Hallmark Senior Housing, Inc., a Florida corporation

Alane Morabit Print Name

By: Douglas S. Schiffer President

Carney Mawdsley Print Name

Hallmark Senior Housing, L.L.C., a Florida limited liability company

Rexa L. Cunningham Print Name

By: Hallmark Investment Corporation, a Missouri corporation, its sole and managing member

By: David L. Kirkland President

FILED
2007 MAR 27 A 10:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated March 26, 2007, is between Hallmark Senior Housing, Inc., a Florida corporation ("HSH INC") and Hallmark Senior Housing, L.L.C., a Florida limited liability company ("HSH LLC") and Hallmark Investment Corporation, a Missouri corporation ("HIC") having an address of 212 South Central Avenue, Suite 301, St. Louis, MO 63105. This Plan and Agreement of Merger is intended to merge HSH INC into HSH LLC on the date and at the time specified in Section 2.2 of this Agreement. Capitalized terms used herein shall have the meanings set forth herein.

WITNESSETH

Whereas, HIC is the sole shareholder of HSH INC; and

Whereas, HIC desires to merge HSH LLC and HSH INC, with HSH LLC becoming the surviving entity (a limited liability company);

Whereas, as the ownership of the membership interests in HSH LLC by HIC as the sole member thereof is identical to the ownership of shares in HSH INC by the shareholders (both in percentage ownership and identity of the owners), this Agreement provides for the cancellation of the shares of the shareholders in HSH INC upon the merger becoming effective.

NOW, THEREFORE, for and in consideration of the payment of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1: RECITALS-CAPITALIZED TERMS

Section 1.1. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2. Capitalized terms used herein shall have the meanings set forth herein.

Article 2: MERGER OF HSH INC INTO HSH LLC

Section 2.1. The merging party is:

Name: Hallmark Senior Housing, Inc.
Street Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105
Jurisdiction: Florida
Entity Type: Florida corporation
Florida Document Number: P98000005262

Section 2.2. The target date for completion of the transaction contemplated by this Agreement is March 26, 2007. Articles of Merger reflecting this agreement in the form required under the Florida Business Corporation Act and the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State and a Certificate of Merger reflecting this Agreement shall be delivered to the Florida Department of State. The delivery of the Articles of Merger to the Florida Secretary of State and of

FILED
2007 MAR 27 A 10:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

the Certificate of Merger to the Florida Department of State may be made anytime following execution of this Plan of Merger and the Articles of Merger prepared in contemplation herewith. HSH LLC and HSH INC shall use their best efforts to the end that the entry by the Florida Secretary of State of an order issuing a Certificate of Merger and the filing by the Florida Department of State of a Certificate of Merger shall take place on the same date. If such entry and filing take place on the same date, the merger of HSH INC into HSH LLC shall become effective on such date; if such entry and filing take place on different dates, the merger shall become effective on the later of said dates.

Section 2.3. Subject to the other material terms of this Agreement, the date set forth in Section 2.2 or at such other time as HSH LLC and HSH INC shall designate, HSH LLC and HSH INC shall execute and HSH LLC shall promptly file with the Secretary of State of the State of Florida a plan of merger of which this Agreement shall be a part.

Section 2.4.

2.4.1 The Articles of Organization and Certificate of Formation of HSH LLC shall be the Articles of Organization and Certificate of Formation of the Surviving Limited Liability Company following the date set forth in Section 2.2, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this agreement with the same force and effect as though herein set forth in full.

2.4.2 The Operating Agreement of HSH LLC as in effect on the date set forth in Section 2.2 shall be the Operating Agreement of the Surviving Limited Liability Company until altered, amended or repealed, as provided therein.

2.4.3 The Manager/Managing Member of HSH LLC as in effect on the date set forth in Section 2.2, to wit, Hallmark Investment Corporation, shall be the Manager/Managing Member of the Surviving Limited Liability Company until terminated, replaced or supplemented pursuant to the terms of the Operating Agreement of HSH LLC.

Section 2.5. On the date set forth in Section 2.2, HSH INC shall cancel all its shares then issued and outstanding.

Section 2.6. The name of the surviving business entity is Hallmark Senior Housing, L.L.C., a Florida limited liability company and it is to be governed by the laws of the State of Florida. Its exact name, street address of its principal office, jurisdiction and entity type are as follows:

Name: Hallmark Senior Housing, L.L.C.

Street Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105

Jurisdiction: Florida

Entity Type: Florida limited liability company

Florida Document Number: P07000004896

Section 2.7. The transaction contemplated by this Agreement was approved by the unanimous written consent of the shareholders of HSH INC and all of the members of HSH LLC in the manner prescribed by the laws of the state of Florida.

(c) balance sheets, profit and loss statements, and statements of the source and application of funds for the five most recent fiscal years.

These financial statements have been prepared in accordance with accepted accounting methods and present fairly the financial condition of HSH INC as of the dates of the balance sheets, and the profit and loss statements present fairly the results of HSH INC's operations for the periods covered.

4.1.4 **Liabilities.** HSH INC's shareholders have delivered to HSH LLC an accurate list as of the balance sheet date, of all liabilities of which they are, or should be, aware.

4.1.5 **Accounts Receivable.** HSH INC's shareholders have delivered to HSH LLC an accurate list, as of the balance sheet date, of HSH INC's accounts and notes receivable, except to the extent of a reasonable reserve for bad debts.

4.1.6 **Fixed Assets.** HSH INC's shareholders have delivered to HSH LLC an accurate list and complete description, as of HSH INC's balance sheet date, of all the fixed assets of HSH INC, including copies of leases on properties used in HSH INC's business. Substantially all of the real and personal property listed is believed to be in reasonably good working condition. All leases are in full force and effect and are valid agreements between the parties to them.

4.1.7 Since HSH INC's balance sheet date, HSH INC has neither acquired, sold, nor otherwise disposed of any fixed assets, except in the ordinary course of business. All fixed assets used by HSH INC in its business are either owned by HSH INC or leased.

4.1.8 **Title.** HSH INC has marketable title to all property and leases used in its business, except that sold or otherwise disposed of in the ordinary course of business, not subject to any encumbrance, except for:

- (a) liens and security interests securing specified liabilities that are not in default;
- (b) liens for current taxes and assessments not in default; and
- (c) liens, arising by operation of law, about which HSH INC's shareholders do not know.

Article 5: GENERAL

Section 5.1. Additional Documents. The parties to this Agreement shall cause to be delivered on the effective date, or at such other times and places as shall be agreed upon, such additional documents as a party may reasonably require for the purpose of carrying out this Agreement. HSH LLC and HSH INC shall exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence, testimony, and other assistance in connection with resolution of any disputes arising from this Agreement.

Section 5.2. Assignment. This Agreement and the rights accorded the shareholders pursuant to it may not be assigned, except by operation of law. HSH LLC shall have the right, on the effective date or

FILED
 2007 MAR 27 A
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

subsequently thereto, to transfer ownership of the shares of HSH INC to a wholly-owned subsidiary of HSH LLC.

Section 5.3. Entire Agreement. This Agreement, including its schedules and annexes, is the entire agreement of the parties. All prior agreements and understandings are superseded by it and are not to be considered in interpreting it. Ambiguity in the terms of this Agreement is to be resolved exclusively with reference to the circumstances surrounding its formation, and meaning determined in accordance with the reasonably identifiable expectations of the parties at the time the agreement was entered into. This Agreement may be amended only by a writing executed by all parties. Oral modification is expressly disallowed. Course of performance and trade usage shall [not] be considered in resolving ambiguity of terms.

Section 5.4. Further Assurance. Before the date set forth in Section 2.2, HSH LLC, HSH INC, and HIC, subject to the terms and conditions of this Agreement, shall take all such action as may be necessary or appropriate in order to effectuate the merger contemplated by this Agreement. In case, at any time after the effective date, HSH LLC shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to HSH LLC full title to and possession of all the properties, assets, rights, privileges and franchises of HSH INC, then the persons who were officers and directors of HSH INC as of the date set forth in Section 2.2 shall, as such officers and directors, take all such action and execute and deliver all such instruments as HSH LLC may so determine to be necessary or desirable.

Section 5.5. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and each constituting part of the same agreement. It shall not be necessary for each counterpart to be executed separately by all parties, so long as at least one counterpart is executed by each party.

Section 5.6. Notices. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be given to the party at its address or facsimile number set forth below. Each notice shall be deemed to have been duly given and received: (a) as of the date and time the same is personally delivered with a receipted copy, (b) if given by facsimile, when the facsimile is transmitted to the party's facsimile number specified below and confirmation of complete receipt is received by that transmitting party during normal business hours or the next Business Day if not confirmed during normal business hours with an additional original sent simultaneously by any other means permitted hereunder; (c) if delivered by U. S. Mail, within three (3) days after depositing with the United States Postal Service, postage prepaid by certified mail, return receipt requested, or (d) if given by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

If to HSH LLC

212 South Central Avenue
Suite 301
St. Louis, MO 63105

If to: HSH INC

212 South Central Avenue
Suite 301
St. Louis, MO 63105

FILED
2007 MAR 27 A 10:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

