

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)))

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

Division of Corporations

Fax Number 1 (850)205-0360

Ascount Name : FORD, JETER & BOWLUE, P.A.

07\$380000442. Account Number Phone (904) 368 - 7327 Pax Number

(904) 282-3327

MERGER OR SHARE EXCHANGE

Hallmark Senior Housing, L.L.C.

Certificate of Status Certified Copy 0 Page Count 09 Estimated Charge

Electronic Filing Menu

Corporate Filing Menu

Help

PAGE 02/10

.03/26/2007 19:59

19842625898

FORD. BOWLUS, DUSS, PA

PAGE 82/18

ARTICLES OF CROSS ENTITY MERGER OF

HALLMARK SENIOR HOUSING, INC., A FLORIDA CORFORATION

INTO

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

Pursuant to the provisions of the Fiorida 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 Sanlor Houston Inc.

FLORIDA

CORPORATION

Document Number: P98000005262

Hallmark Senior Housing, L.L.C.

FLORIDA

Document Number: L07000004896

LIMITED LIABILITY COMPANY

8

Second: The laws of the state of Floride permit such a merger,

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

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

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

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

Jurisdiction: Florida

Batity 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 dementic Corporation and all of the members of the surviving limited liability company in the manner prescribed by the Florida Susiness Corporation Act and the Florida Limited Liability Company Act, respectively, and compiles with the requirements of Florida Statutes Sections, 607.1108, 608.438, and 617.1103 (2005).

See Attachment I

O.C.Bergull at, List ar Elik (SOLLITTON) Purishing Press sorty may havinen island, 19. 2007 (4)2 (1904)

850-245-6897

FL DEPT OF STATE

PAGE 83/18

03/26/2007 19:59

19842626898

FORD, BOWLLS, DUSS, PA

PAGE 03/18

Fifth: As to the undersigned Corporation, the number of shares outstanding, and the designation and mumber of outstanding shares of each class entitled to vote as a class on such Plan, are as follows:

Authorized Shares (Common Stock Hallmark Investment

Only)

Corporation Ownership

Hallmark Senior Housing, Inc.

Corporation

1,000

1,000

As to the surviving limited liability company, the percentage of membership interests, and the ownership thereof are as set forth below:

Total Membership

Hallmark investment

Interest

Corporation Ownership

Hallmark Scalor Housing, L.L.C.

Corporation

100%

100%

Sixth: The merger and the plan of merger were unanimously approved by all charalfidders of the corporation and all of the members of the limited liability company in accordance with their respective governing documents and the laws of the State of Florida. There are no dissenting characteristical as the mass may be.

Seventh: The surviving limited liability company is to be governed by the laws of the State of Florida. In any proceeding for the enforcement of the rights of a dissenting shareholder or member of such domestic corporation against the limited liability company, both the superation and the liability company irrevenably appoint Theresa M. Kenney, Esq., 10110 San Jose Boulevard, Jacksteville, Florida 32257 as its agent to socept service of process in any much proceeding.

(THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

FILED

9£

03/27/2007 07:03

850-245-6897

FL DEPT OF STATE

PAGE 04/10

03/25/2007 19:59

19842625898

FORD, BOWLUS, DUSS, PA

PAGE 84/10

Bighth: The merger shall be efficulte as of the date of filing of these Articles of Cross Emity of Serger with the Florida Secretary of State, Division of Corporations.

Peter Schiffer James

(Alane Marabit)

Carbiney Man Wing _ John Home

Reken L. Chroneshedmann

Hallmark Sepler Housing, Inc., a Florida corporation

Dougle S. Schiffer, President

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

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

David L. Kirkland, President

7001 MAR 27 A ID 36 SECRETARY OF STATE TALLAHASSEE, FI ORIO

PAGE 05/10

03/26/2007 19:59

19542525898

FORD, BOWLUS, DUSS, PA

FAGE 06/18

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated March 26, 2007, is between Hallmark Sentor Housing, Inc., a Florida corporation ("HSH INC") and Hallmark Sentor 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 Control Avenue, Suite 301, St. Louis, MO 63105. This Plan and Agreement of Merger is intended to marge 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.

WITHESSETH

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

Whereas, HIC desires to marge 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 DIC 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 60/100 DOLLARS (\$10,00) and other good and valuable consideration, the receipt and sufficiency of which is bereby 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 harsin by this reference.

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

Article 2: MERGER OF RSH INC INTO HSH LLC

Section 2.1. The merging party is:

Name: Hallmark Senior Housing, Inc.

Street Address: 212 South Contral Avenue, Spite 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 Morth 26, 2007. Articles of Merger reflecting this agreement to 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

GOCTOMORALLMARINGE/SOLUTION/Floridates of exemples the 16 L/LC red [Revised March 15, 2007 (2):73(re)

PAGE 05/10

.1. .

,93/26/2007 19:59

19842526898

FORD, BOWLUS, DUSS, PA

PAGE 86/18

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. H9H LLC and H9H 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 filling by the Florida Department of State of a Certificate of Merger shall take place on the same date. If such entry and filling take place on the same date, the merger of H9H INC lute H9H LLC shall become effective on such date; if such entry and filling take place on different dates, the merger shall become effective on the latter 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 designete, 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 <u>Section 2.2</u>, 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 offset 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 Ulmited Liability Company until altered, amonded discrete, as provided therein.
- 2.4.3 The Manager/Managing Member of HSH LLC as in effect on the data self-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 start then jumed 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 Plorida.

850-245-6897

FL DEPT OF STATE

PAGE 07/10

03/26/2007 19:59

19042626898

FORD . SOWLUS . DUSS . PA

PAGE 87/18

3

- There are no dissenting shareholders or members of either cruity. Section 2.8.
- HSH LLC as the surviving entity increby: Section 1.9.
- 2.9.1 agrees that it may be served with process in the State of Floridz in any proceeding for the enforcement of any obligation of HSH INC; and
- 2.9.2 in any proceeding for the enforcement of the rights of a dissenting shareholder or member of HSH INC or HSH LLC, as the case may be, against the limited liability company, both HSH INC and HSH LLC irrevocably appoint Theresa M. Kenney, Esq., 10110 San Jose Boulevard, Jacksonville, Florida 32257 as their respective agent to accept service of process in any such proceeding.

Article 31 STATUS AND CONVERSION OF SHARES

As of the date set forth in Section 2.2, all issued and outstanding membership interestin and Section 3.1. to HSH LLC shall be and continues to be issued and outstanding membership interest in site to HSFFLC.

As of the date set forth in Section 2.2 each issued and outstanding shaff of HSR INC common stock, shall be forthwith cancelled. EST STST

Article 4: HISH INC'S WARRANTIES

Werranties of HSH INC and HSH INC's shereholders. HSH INC and HSH INC's Section 4.1. shareholders, jointly and severally, warrant to HSH LLC that, as of the date of this Agreement and on the date specified in Section 2.2:

- 4.1.) Good Standing. HSH INC is duly organized and validity existing in good standing under the taws of the state of Florids, and it is authorized under all applicable statutes, regulations, ordinances, and orders of public authorities to carry on its business in the places and in the manner now conducted. The character and location of the sesets now owned or lessed by HISH TNC in the conduct of its business do not require HSH INC's qualification as a foreign corporation in any jurisdiction.
- 4.1.2 Shareholders and Shares. The authorized shares of HSH INC consist solely of 1,000 common shares. The following is a complete and accurate list of all the shareholders in HSH INC and the shares held by each are free and clear of all Hens, engumbrances, and claims of every kind. Bach share is validly authorized and was not issued in violation of the proemptive rights of any shareholder. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating HSH INC to laste any shares exists.

HIC 1.000

- Financial Statements. HSH INC's shareholder has delivered to HSH LLC copies of the following financial statements of HSH INC:
 - balance short as of December 31, 2006 ("HSH INC's balance sheet date"); (a)
 - profit and loss statement for the period ending on HSH INC's balance sheet date; **(b)**

PAGE 08/10

03/26/2007 19:59

19842626898

FORD BOWLUS DUSS PA

PAGE 28/18

(c) balance shoets, 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 attements present fairly the results of HSH INC's operations for the periods covered.

- A.1.4 Liabilities. HSH INC's shareholders have delivered to HSH LLC an accurate list as of the balance sheet data, of all liabilities of which they are, or should be, aware.
- 4.1.5 Accounts Receivable. HSH INC's abareholders 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 data, 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 in 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 shoot date, HSH INC has neither sequired, 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) Hens and security interests someting specified Habilities that are not in default;
 - (b) Here for current taxes, and assessments not in default; and
 - (5) liens, arising by operation of law, about which H9H INC's shareholder do not know.

Article 5: GENERAL

Section 5.1. Additional Documents. The parties to this Agreement shall cause to Declinated on the effective date, or et such other times and places as shall be agreed upon, such additional discinnents as a party may reasonably require for the purpose of carrying out this Agreement. HSHLLC and HSH INCOMAII exert best efforts in cooperating with such requests, and shall direct officers, directors, agents, and employees to furnish information, evidence, ustimony, 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 affective date or

G:CHARRICATISCLUTED/Stratiscution for in LLC, and A Review beautiff, 1987 (3:31pm)

03/26/2007 19:59

19842626898

FORD, BOWLUS, DUES, PA

PAGE 09/18

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

Section 5.3. Britise 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 amered into. This Agreement may be amended only by a writing executed by all parties. One modification is expressly disallowed. Course of performance and trade usage shall [not] be considered in resolving ambiguity of terms.

Section 5.4. Purther Assurance. Before the date set forth in <u>Section 2.2</u>, 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 data, HSH LLC shall determine that any further sction or instruments of conveyance are necessary or desirable in order to vest in and confirm to HSH LLC full this 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 <u>Section 2.2</u> 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. Commercians. This Agreement may be executed simultaneously in two or more counterparts, cach 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 facelimite 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 faceimite, which the faceimite is transmitted to the party's faceimite 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. Mali, 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 Contral Avenue

Stalte 301

St. Louis, MO 63105 1

If to: HSH INC

212 South Central Avenue

Suita 301

St. Louis, MO 63105

1001 MAR 27 A IC 38
SECRETARY OF STATE

G. COLUMN HALLINAR INTESCRUTTON PARTIES of marginophia fac to LLC. 496 Revised Minute 15, 2007 (2):23(4))

PAGE 18/18

93/26/2007 19:59

19842526898

FORD BOWLUS DUSS PA

PAGE 19/19

I to HIC:

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

or at such other address as the parties may specify from time to time by written notice to the other party.

Section 5.7. Durability of Warranties. All warranties in this Agreement shall survive the closing and execution of documents contemplated by this Agreement. The parties executing and earlying out the terms of this Agreement are relying solely on the warranties contained in this Agreement or in any writing delivered pursuant to the provisions of this Agreement.

Section 5.3. There are no intended third party beneficiaries of this Plan of Marger or the transactions contemplated hereby.

Section 5.9. Law. This Agreement shall be subject to the law of the state of Florida Agreement to concepts of choice of law.

IN WITNESS WHEREOF, the parties have excouted this Agreement as of the day and year specified line destion L. 2 above.

Hallmark Senior Housing, Inc., a Fibrida ocaporation.

By: Doughty'S. Schiffer, Projectant

Hallmark Senior Housing, L.L.C., a Florida limited Hability congruency

By: Hallmark Investment Corporation, a Missouri corporation, its sole and Marketing Member

By: David L. Kirkland, Projectat

Hallmark Investment Corporation, a Missouri corporation.

By: David L. Kirkland, Projectat

Hallmark Investment Corporation, a Missouri corporation.

David L. Kirkland, President

Oncommendable ARRESOLVITOSI Promises of mireposites that is 1640, man & Establish 18, 1887 (1839)