

Florida Department of  
Division of Corporations  
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## To:

Division of Corporations  
Fax Number : (850) 617-6380

## From:

Account Name : DUSS, KENNEY, SAFER, HAMPTON & JOOS, P.A.  
Account Number : I20090000089  
Phone : (904) 543-4300  
Fax Number : (904) 543-4301

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

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TALLAHASSEE, FLORIDA

10 DEC 22 PM 1:51

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MERGER OR SHARE EXCHANGE  
The Allegro at Harbour Island, L.L.C.

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$67.50

85.00

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Corporate Filing Menu

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DEC 23 2010

EFFECTIVE DATE 12/22/10

EXAMINER

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** The Allegro at Harbour Island, L.L.C.  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Theresa M. Kenney

Contact Person

Duss, Kenney, Safer, Hampton & Joos, PA

Firm/Company

4348 Southpoint Blvd., Suite 101

Address

Jacksonville, Florida 32216

City, State and Zip Code

gheinz@allegroliving.com

E-mail address: (to be used for future annual report notification)

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CLERK OF STATE  
TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Theresa Marie Kenney

Name of Contact Person

at ( 904 )

543-4300

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**CERTIFICATE OF MERGER OF ST. AUGUSTINE SENIOR HOUSING, LLC  
INTO ALLEGRO SENIOR LIVING, LLC**

The following Certificate of Merger is submitted to merge the following foreign limited liability company into the following Florida limited liability company in accordance with s. 608.4382, Florida Statutes.

**First:** The name, jurisdiction, and entity type of the merging party is:

NAME	STATE	ENTITY TYPE
ST. AUGUSTINE SENIOR HOUSING, LLC	Missouri	limited liability company

**Second:** The name, jurisdiction, and entity type of the surviving party is:

NAME	STATE	ENTITY TYPE
THE ALLEGRO AT HARBOUR ISLAND, L.L.C.	Florida	limited liability company

**Third:** The attached Plan of Merger was approved by the sole member of the undersigned domestic limited company in the manner prescribed by the Florida Limited Liability Company Act, and was approved by the members of the undersigned foreign limited liability company in the manner prescribed by the laws of the state under which it is organized:

See Attachment I

**Fourth:** The surviving party's principal office address is as follows:

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

**Fifth:** The effective date of the merger shall be December 22, 2010

**Sixth:** ALLEGRO SENIOR LIVING, LLC as the sole member of the merging party and as the sole member of the surviving party has waived appraisal rights pursuant to Sections 609.4351-609.43595, Florida Statutes (2010).

**Seventh:** The surviving party, a Florida limited liability company, is qualified to transact business in Florida, as evidenced by Document No. L10000079179.

{SIGNATURE PAGE TO FOLLOW}

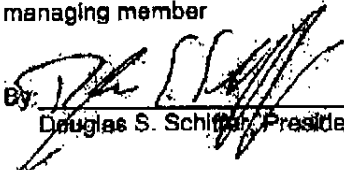
EFFECTIVE DATE 12/22/10

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TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF the undersigned merging and surviving parties executed this Certificate of Merger effective as of the 20th day of December 2010

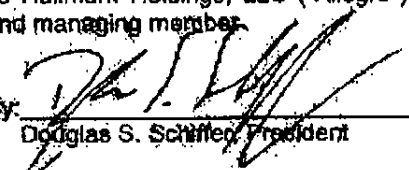
**ST. AUGUSTINE SENIOR HOUSING, LLC, a Missouri limited liability company ("SASH")**

By: Allegro Senior Living, LLC, a Delaware limited liability company, formerly known as Hallmark Holdings, LLC, its sole and managing member

By:   
Douglas S. Schiffer, President

**THE ALLEGRO AT HARBOUR ISLAND, L.L.C., a Florida limited liability company formerly known as The Allegro Senior Housing, L.L.C., a Delaware limited liability company**

By: ALLEGRO SENIOR LIVING, LLC, a Delaware limited liability company formerly known as Hallmark Holdings, LLC ("Allegro"), its sole and managing member

By:   
Douglas S. Schiffer, President

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TALLAHASSEE, FLORIDA

## PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), made effective as of December 20, 2010, between THE ALLEGRO AT HARBOUR ISLAND, L.L.C., a Florida limited liability company ("Allegro") and ST. AUGUSTINE SENIOR HOUSING, LLC, a Missouri limited liability company ("SASH"). This Plan and Agreement of Merger is intended to merge SASH into Allegro 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, The sole and Managing Member of Allegro, ALLEGRO SENIOR LIVING, LLC, a Delaware limited liability company (formerly known as Hallmark Holdings, LLC) is also the sole member of SASH;

Whereas, Allegro desires to merge SASH into Allegro, with Allegro becoming the surviving limited liability company; and

Whereas, this Agreement provides for the cancellation of the membership interest in SASH 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 SASH INTO ALLEGRO

Section 2.1. The merging party is:

Name: St. Augustine Senior Housing, LLC.  
Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105  
Jurisdiction: Missouri  
Entity Type: Limited Liability Company

Section 2.2. The target date for completion of the transaction contemplated by this Agreement is December 22, 2010. A Certificate of Merger reflecting this Agreement and a Notice of Merger in the form required under the Missouri Limited Liability Company Act shall be delivered to the Missouri Secretary of State and a Certificate of Merger reflecting this Agreement in the form required under the Florida Limited Liability Company Act shall be delivered to the Florida Secretary of State.

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CLERK OF THE COURT

**Section 2.3. Custody and Filing of this Agreement.**

2.3.1 Upon filing the Certificate of Merger and Notice of Merger with the Missouri Secretary of State, Allegro shall maintain a copy of this Agreement at 212 South Central, Suite 301, St. Louis, MO 63105.

2.3.2 Allegro shall promptly file with the Secretary of State of the State of Florida this Plan and Agreement of Merger.

**Section 2.4.** The Certificate of Formation of Allegro shall be the Certificate of Formation of the surviving 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. The Operating Agreement of Allegro, as in effect on the date set forth in Section 2.2, shall be the Operating Agreement of the surviving company until altered, amended or repealed, as provided therein.

**Section 2.5.** The membership of Allegro shall be unchanged by the transaction contemplated hereby. On the date set forth in Section 2.2, SASH shall cancel all its membership interests.

**Section 2.6.** The surviving party is:

Name: The Allegro at Harbour Island, L.L.C.  
Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105  
Jurisdiction: Florida  
Entity Type: Limited Liability Company  
Document #: L10000079179 (Florida)

**Section 2.7.** The transaction contemplated by this Agreement was approved by the members of Allegro in the manner prescribed by the laws of the state of Florida.

**Section 2.8.** Allegro, as the surviving company, hereby:

2.8.1 agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of SASH; and

2.8.2 appoints Theresa M. Kenney, Esq., Duss, Kenney, Safer, Hampton & Joos, P.A., 4348 Southpoint Boulevard, Suite 101, Jacksonville, Florida 32216, as its registered agent for service of process in Florida.

**Article 3: STATUS AND CONVERSION OF MEMBERSHIP INTEREST**

**Section 3.1.** As of the date set forth in Section 2.2, outstanding membership interests in Allegro shall be and continue to be outstanding membership interests in Allegro.

**Section 3.2.** As of the date set forth in Section 2.2, SASH shall cease to exist, and membership interests in SASH shall be cancelled.

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#### Article 4: GENERAL

**Section 4.1. 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. Allegro and SASH 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 4.2. 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 4.3. Further Assurance.** Before the date set forth in Section 2.2, Allegro and SASH, 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, Allegro shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to Allegro full title to and possession of all the properties, assets, rights, privileges and franchises of SASH, then the persons who were officers and directors of SASH as of the date set forth in Section 2.2 shall, as such officers, take all such action and execute and deliver all such instruments as Allegro may so determine to be necessary or desirable.

**Section 4.4. 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 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 (c) if delivered by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

If to Allegro

The Allegro at Harbour Island, L.L.C.  
212 South Central Ave, Suite 301  
St. Louis, MO 63105

with a copy to:

Theresa Marie Kenney, Esq.  
Duas, Kenney, Safer, Hampton & Joos, P.A.  
4348 Southpoint Boulevard, Suite 101  
Jacksonville, Florida 32216

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TALLAHASSEE, FLORIDA

If to SASH

St. Augustine Senior Housing, LLC  
212 South Central Ave, Suite 301  
St. Louis, MO 63105

with a copy to:  
Theresa Marie Kenney, Esq.  
Duss, Kenney, Safer, Hampton & Joos, P.A.  
4348 Southpoint Boulevard, Suite 101  
Jacksonville, Florida 32216

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

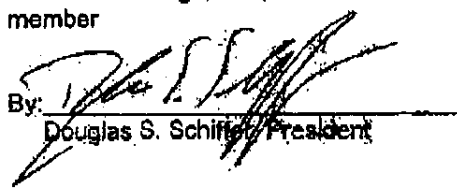
**Section 4.5. Law.** This Agreement shall be subject to the laws of the state of Florida without regard to concepts of choice of law.

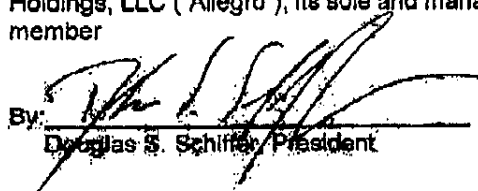
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**ST. AUGUSTINE SENIOR HOUSING, LLC, a Missouri limited liability company ("SASH")** **THE ALLEGRO AT HARBOUR ISLAND, L.L.C., a Florida limited liability company formerly known as The Allegro Senior Housing, L.L.C., a Delaware limited liability company**

By: Allegro Senior Living, LLC, a Delaware limited liability company, formerly known as Hallmark Holdings, LLC, its sole and managing member

By: Allegro Senior Living, LLC, a Delaware limited liability company formerly known as Hallmark Holdings, LLC ("Allegro"), its sole and managing member

By:   
Douglas S. Schiffer, President

By:   
Douglas S. Schiffer, President

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