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TO:

Division of Corporations

Fax Number

: (850)617-6380

Promi

: DUSS, KENNEY, SAPER, HAMPTON & JOOS, P.A. Account Name

Account Number : 120090000089

1 (904)543-4300 Phone

Fax Number 1 (904)543-4301 Effective Date

annual report mailings, Shear only one small address please.** **Entor the email address for this business entity to be used for future Ž 2810 JUL 119

MERGER OR SHARE EXCHANGE Allegro Senior Living, LLC

Cartificate of Status Certified Copy Page Count Estimated Charge -650.7

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CERTIFICATE OF MERGER OF HALLMARK SENIOR HOUSING, L.L.G. INTO ALLEGRO SENIOR LIVING, LLC

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

First

The name, jurisdiction, and entity type of the marging party is:

, #L0700000 4896

STATE

ENTITY TYPE

HALLMARK SENIOR HOUSING, L.L.C.

Florida

limited liability company

Sacond:

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

NAME #M07000002513
ALLEGRO SENIOR LIVING, LLC

STATE Delaware ENTITY TYPE

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 (

Egyrib:

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

212 South Central, Suite 301

St. Louis, MO 63105

Effective Date

Eitth:

The effective date of the merger shall be July 20, 2010

Sixth:

ALLEGRO SENIOR LIVING, LLC as the sole member of the merging party and as the surviving party has waived appraisal rights pursuant to Sections 609.4351-

608.43596, Florida Statutes (2010).

Seventh:

The surviving pany, a foreign limited liability company, is qualified to transact

business in Floride, as evidenced by Document No. M07000002513.

(SIGNATURE PAGE TO FOLLOW)

DICTION TO BE STRUCTED BEFORE AND DESCRIPTIONS OF MERCHANISM

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31412 TO 1930 JA

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IN WITNESS WHEREOF the undersigned merging and surviving paintes executed this Cardicate of Merganthia (Mayor, May 2010)

HALLMARK SENIOR HOUSING, LLC., a Florida limited liability company ("HSH")

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

Tradelas S. Slatelike S.

ALLEGRO-SENTOR LIVING, LLC, a Belaware amited liability company formerly known as Helimark Holdings, LLC ("Allegro")

Douglas & Schiffer Frasident

10 JUL 19 AM 8: 30
SECRETARY OF STATE
FALL AHASSEF, FLORIO

PERMITS THE PROPERTY OF THE PROPERTY OF MINISTERS AND AND

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated July & 2010, between ALLEGRO SENIOR LIVING, LLC, a Delewere limited liability company formarly known as Hallmark Holdings, LLC ("Allegro") and HALLMARK SENIOR HOUSING, L.L.C., a Florida limited liability company ("HSH"). This Plan and Agreement of Merger is Intended to merge HSH 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 sat forth herein.

WITHEBBETH

Whereas, Allegro is the sole member of HSH;

Whereas, Allegra desires to merge HSH into Allegra, with Allegra becoming the surviving ilmited liability company, and

Whereas, this Agreement provides for the cancellation of the membership interest in HSH 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 scree as follows:

Article 1: RECITALS-CAPITALIZED TERMS

Section 1.1. The racitals set forth above are true and correct and are incorporated herein by this SECRETARY OF STAT reference.

Section 1.2. Capite/ized terms used herein shall have the meanings set forth herein.

Article 21 MERGER OF HISH INTO THE ALLEGRO

Section 2.1. The marging party is:

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

Address: 212 South Central Avenue, Suite 301, St. Louis, MO 83103

Jurisdiction: Florida

Entity Type: Limited Liability Company Document #: 1,07000004888 (Florida)

Section 2.2. The target date for completion of the transaction contemplated by this Agreement is July 20, 2010. A Certificate of Margar reflecting this Agreement in this form required under the Delaware Limited Liability Company Act shall be delivered to the Delaware Secretary of State and a Cartificate 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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- Section 2.3. Custody and Filing of this Agreement.
- 2.3.1 Upon filing the Certificate of Merger with the Delaware Secretary of State, Allegro shall maintain a copy of this Agreement at 212 South Central, Suite 301, St. Louis, MO 63105.
- 2.3.2 Allegre 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 sitered, amended or repeated, as provided therein.

Section 2.5. The membership of Allegra shall be unchanged by the transaction contemplated needly. On the date set forth in Section 2.2, HSH shall cancel all its membership interesters.

Section 2.5. The surviving party is:

Nama:

Allegro Senior Living, LLC

Address:

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

Jurisalction:

Delaware

Entity Type: Limited Liability Company Decument #: 4280097 (Delaware)

Document#: #280097 (Delaware)
Document#: M0700002513 (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 states of Delaware and Florids.

Section 2.8. Allegro, se the surviving company, hareby:

- 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 HSH; and
- 2.8.2 appoints Theress M. Kenney, Esq., Duss, Kenney, Safer, Hampton & Joos, P.A., 4348 Southpoint Boulevard, Builte 101, Jacksonville, Florida 32218, as its registered agent for service of process in Florida.

Article J: 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, H5H shall cease to exist, and membership interests in H5H shall be cancelled.

PARAMETAT INSTRUMBANAN PROBUSTON AND ASSESSMENT ASSESSMENT AND ASSESSMENT ASS

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 HSH shall exent 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 readived exclusively with reference to the circumstances surrounding its formation, and meaning determined in accordance with the reasonably identifiable experiations 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 HSH, 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 HSH, then the persons who were officers and directors of HSH as of the date set forth in Section 2.2 shall, as such afflors, 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 faceimile number set forth below. Each notice shall be deemed to have been duly given and received: (e) as of the date and time the same is personally delivered with a receipted copy, (b) if given by faceimile, when the faceimile is transmitted to the party's faceimile number specified below and confirmation of complate 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 cent simultaneously by any other means permitted hereunder; (c) if delivered by U. S. Mali, within three (3) days after depositing with the United States Posts; Service, postage prepaid by cartified mail, return receipt requested, or (d) if delivered by a nationally recognized or reputable overnight delivery service within one (1) day after deposit with such delivery service.

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If to Allegro

Allegro Benier Living, LLC 212 South Control Suite 301 St. Louis, MO 63105 Facalmile: (314) 312-7851

with a odpy to: Thereis Warts Konney, Esq.
Dups, Kenney, Safes, Hampton & Joos, P.A.
4348 Southpoint Bhulevard, Suffe 101
Jacobsprykle, Florida (2218) Feesimile (804) 549-4201

If to HSH.

Hallmark Senior Housing, L.L.C. 212 South Central Sute 301 St. Laule, M.O 63106 Facetrillo: (314) 512-7851

may a cook to. Theresa Marie Kanney, Esq. Clara, Kenney, Safar, Hampion & Joos, P.A. 4348 Sputhpelint Boulevard, Suite 101 Jahrachville, Piorida 32216 Pacelimite (904) 5/3-4301

or at such other address as the perdex may appeally from time to simpley written notice to the other party.

Section 4.6. Law. This Agreement shall be subject to the laws of the state of Florida without regard to gorroupts of choice of law.

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

HALLMARK SENIOR HOUSING, L.L.C., a Florida ilraited Hability company ("HBH")

By: Allegro Senior Liking, LLC, a Delawaretimiles liability company, formerly known as Helimark Holdings, LLC, its sole and

กระกอยักฐาห้อยเรื่องก

President

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ALLEGRA SERIGR LIVING, LLC, a Delaware limited flability company formerly known as

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Hallmark Holdings, LLC ("A)sgro")

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