

M07000002513

Florida Department of State
Division of Corporations
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.

((H10000165003 3)))



H100001650033A5C0

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)617-6380

FROM:

Account Name : DUSH, KENNEY, SAPER, HAMPTON & JOOS, P.A.
Account Number : T20090000089
Phone : (904)543-4300
Fax Number : (904)543-4301

Effective Date

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

Email Address: _____

RECEIVED

2010 JUL 19 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
Allegro Senior Living, LLC

Certificate of Status	1
Certified Copy	0
Page Count	10
Estimated Charge	\$55.00

\$55.00

FILED
10 JUL 19 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help J. BRYAN

JUL 20 2010

<https://efile.sunbiz.org/scripts/efilcovr.exe>

EXAMINER

2010/7/19

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

The following Certificate of Merger is submitted to merge 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 merging party is:

NAME	STATE	ENTITY TYPE
#L07000004896 HALLMARK SENIOR HOUSING, L.L.C.	Florida	limited liability company

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

NAME	STATE	ENTITY TYPE
#M07000002513 ALLEGRO SENIOR LIVING, LLC	Delaware	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

Effective Date

Fifth: 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 608.4351-608.4366, Florida Statutes (2010).

Seventh: The surviving party, a foreign limited liability company, is qualified to transact business in Florida, as evidenced by Document No. M07000002513.

(SIGNATURE PAGE TO FOLLOW)


FILED
10 JUL 19 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED IN THE OFFICE OF THE SECRETARY OF STATE, TALLAHASSEE, FLORIDA

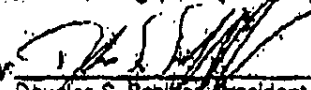
IN WITNESS WHEREOF the undersigned merging and surviving parties executed this Certificate of Merger this 19th day of July 2010

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

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

ALLEGRO SENIOR LIVING, LLC, a Delaware
limited liability company formerly known as
Hallmark Holdings, LLC ("Allegro")

By: 
Douglas S. Schiffer, President

FILED

10 JUL 19 AM 8:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED IN WITNESS WHEREOF the undersigned merging and surviving parties executed this Certificate of Merger this 19th day of July 2010

201

201

201

201

201

201

201

201

201

201

201

201

201

201

201

201

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 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, HSH shall cancel all its membership interests.

Section 2.6. The surviving party is:

Name: Allegro Senior Living, LLC
Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105
Jurisdiction: Delaware
Entity Type: Limited Liability Company
Document #: 4280087 (Delaware)
Document #: M07000002513 (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 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 HSH; and

2.8.2 appoints Theresa M. Kenney, Esq., Dusa, 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, HSH shall cease to exist, and membership interests in HSH shall be cancelled.

*New/121: DAT'S HARRY/HFORU-Plan and Agreement of Merger HSH-1/31-11 and
Revised April 18, 2004 (13) (11mm)

FILED
10 JUL 19 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

NOT A FIDELITY BOND. This is a contract. Read and understand the terms of this contract before signing. It is not a contract if you are under 18 years of age. Revised April 19, 2005 (12/12/04)

FILED
10 JUL 19 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

If to Allegro

Allegro Senior Living, LLC
212 South Central
Suite 301
St. Louis, MO 63105
Facsimile: (314) 512-7851

With a copy to:

Theresa Marie Kenney, Esq.
Dora, Kenney, Saffer, Hampton & Jones, P.A.
4348 Southpoint Boulevard, Suite 101
Jacksonville, Florida 32216
Facsimile (904) 543-4301

If to HSH

Hallmark Senior Housing, L.L.C.
212 South Central
Suite 301
St. Louis, MO 63105
Facsimile: (314) 512-7851

With a copy to:

Theresa Marie Kenney, Esq.
Dora, Kenney, Saffer, Hampton & Jones, P.A.
4348 Southpoint Boulevard, Suite 101
Jacksonville, Florida 32216
Facsimile (904) 543-4301

FILED
10 JUL 19 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

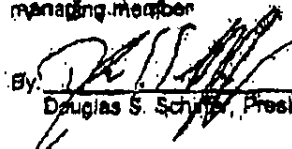
or at such other address as the parties may specify from time to time by written notice to the other party.

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

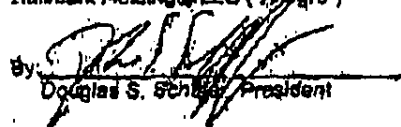
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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

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

By: 
Douglas S. Schuler, President

ALLEGRO SENIOR LIVING, LLC, a Delaware
limited liability company formerly known as
Hallmark Holdings, LLC ("Allegro")

By: 
Douglas S. Schuler, President

Supersedes Hallmark RECORD Form and Agreement of Member-LLC and
Revised April 18, 2008 (11/1/2008)