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PAGE 01/05

Division of Corporations

Page 1 of 1

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MERGER OR SHARE EXCHANGE

The Allegro at Fleming Island, L.L.C.

Certificate of Status	1
Certified Copy	0
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55.00

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**CERTIFICATE OF MERGER OF FLEMING ISLAND HOLDINGS, L.L.C.
INTO THE ALLEGRO AT FLEMING ISLAND, L.L.C.**

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
Fleming Island Holdings, L.L.C.	Florida	limited liability company

LD5-70605

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

NAME	STATE	ENTITY TYPE
The Allegro at Fleming Island, L.L.C.	Delaware	limited liability company

M98-1230

Third: The attached Plan of Merger was approved by the Members 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:

c/o Hallmark Senior Housing, L.L.C.
212 South Central, Suite 301
St. Louis, MO 63105

Fifth: The effective date of the merger shall be May 14, 2008.

Sixth: Hallmark Senior Housing, L.L.C. as the sole member of the merging party and of the surviving party has waived appraisal rights pursuant to Sections 609.4351-608.43595, Florida Statutes (2006).

Seventh: The surviving party, a foreign limited liability company, is qualified to transact business in Florida, as evidenced by Document No. M98000001230.

{SIGNATURE PAGE TO FOLLOW}

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08 MAY 12 AM 8:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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IN WITNESS WHEREOF the undersigned merging and surviving parties executed this Certificate of Merger this 30 day of April, 2008.

FLEMING ISLAND HOLDINGS, L.L.C.,
a Florida limited liability company

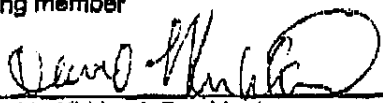
The Allegro at Fleming Island, L.L.C., a
Delaware limited liability company

By: Hallmark Senior Housing, L.L.C., a
Florida limited liability company, its sole and
managing member

By: Hallmark Senior Housing, L.L.C., a Florida
limited liability company, its sole and managing
member

By: Hallmark Holdings, LLC, a Delaware
limited liability company, its sole and
managing member

By: Hallmark Holdings, LLC, a Delaware limited
liability company, its sole and managing
member

By: 
David L. Kirkland, President

By: 
David L. Kirkland, President

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PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger ("Agreement"), dated April 30, 2008, between THE ALLEGRO AT FLEMING ISLAND, L.L.C., a Delaware limited liability company ("The Allegro") and FLEMING ISLAND HOLDINGS, L.L.C., a Florida limited liability company ("FIH") and HALLMARK SENIOR HOUSING, L.L.C., a Florida limited liability company ("HSH"). This Plan and Agreement of Merger is intended to merge FIH 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, HSH is the sole member of both The Allegro and FIH;

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

Whereas, as the ownership of the membership interests in both The Allegro and FIH are identical, this Agreement provides for the cancellation of the membership interests in FIH 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 FIH INTO THE ALLEGRO

Section 2.1. The merging party is:

Name: Fleming Island Holdings, L.L.C.
Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105
Jurisdiction: Florida
Entity Type: Limited Liability Company
Document #: L05000070605 (Florida)

Section 2.2. The target date for completion of the transaction contemplated by this Agreement is May 14, 2008. A Certificate of Merger reflecting this Agreement in the form required under the Delaware Limited Liability Company Act shall be delivered to the Delaware 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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Section 2.3. Custody and Filing of this Agreement.

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

2.3.2 The 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 The 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 The 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 sole member of The Allegro shall remain HSH. On the date set forth in Section 2.2, FIH shall cancel all its membership interests.

Section 2.6. The surviving party is:

Name: The Allegro at Fleming Island, L.L.C.
Address: 212 South Central Avenue, Suite 301, St. Louis, MO 63105
Jurisdiction: Delaware
Entity Type: Limited Liability Company
Document #: 2871409 (Delaware)
Document #: M98000001230 (Florida)

Section 2.7. The transaction contemplated by this Agreement was approved by unanimous written consent of the members of both The Allegro and FIH, in the manner prescribed by the laws of the states of Delaware and Florida.

Section 2.8. The 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 FIH; and

2.8.2 appoints Theresa M. Kenney, Esq., 10110 San Jose Blvd., Jacksonville, FL 32257, 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 The Allegro shall be and continues to be outstanding membership interests in The Allegro.

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

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Article 4: WARRANTIES OF FIH AND HSH

FIH and HSH, jointly and severally, warrant to The Allegro that, as of the date of this Agreement and on the date specified in Section 2.2:

Section 4.1. Good Standing. FIH is duly organized and validly existing in good standing under the laws of the state of Florida, 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 assets now owned or leased by FIH in the conduct of its business do not require FIH's qualification as a foreign corporation in any jurisdiction.

Section 4.2. Members and Membership Interests. HSH owns 100% of the membership interests in FIH. The membership interests held by HSH are free and clear of all liens, encumbrances, and claims of every kind. The membership interests are validly authorized and was not issued in violation of the preemptive rights of any other party. Further, no such rights come into being as a result of this merger. No option, warrant, call, or commitment of any kind obligating FIH to issue any membership interests exists.

Section 4.3. Financial Statements. HSH has delivered to The Allegro copies of the following financial statements of FIH:

4.3.1 balance sheet as of March 31, 2008 ("FIH's balance sheet date");

4.3.2 profit and loss statement for the period ending on FIH's balance sheet date;

4.3.3 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 FIH as of the dates of the balance sheets, and the profit and loss statements present fairly the results of FIH's operations for the periods covered.

Section 4.4. Liabilities. HSH has delivered to The Allegro an accurate list as of the balance sheet date, of all liabilities of which they are, or should be, aware.

Section 4.5. Accounts Receivable. HSH has delivered to The Allegro an accurate list, as of the balance sheet date, of FIH's accounts and notes receivable, except to the extent of a reasonable reserve for bad debts.

Section 4.6. Fixed Assets. HSH has delivered to The Allegro an accurate list and complete description, as of FIH's balance sheet date, of all the fixed assets of FIH, including copies of leases on properties used in FIH'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.

Section 4.7. Since FIH's balance sheet date, FIH has neither acquired, sold, nor otherwise disposed of any fixed assets, except in the ordinary course of business. All fixed assets used by FIH in its business are either owned by FIH or leased.

Section 4.8. Title. FIH 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:

- 4.8.1 liens and security interests securing specified liabilities that are not in default;
- 4.8.2 liens for current taxes and assessments not in default; and
- 4.8.3 liens, arising by operation of law, about which HSH does 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. The Allegro and FIH 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 members pursuant to it may not be assigned, except by operation of law. The Allegro shall have the right, on the effective date or subsequently thereto, to transfer ownership of the shares of FIH to a wholly-owned subsidiary of The Allegro.

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, The Allegro, FIH, 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, The Allegro shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to The Allegro full title to and Possession of all the properties, assets, rights, privileges and franchises of FIH, then the persons who were officers and directors of FIH 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 The Allegro may so determine to be necessary or desirable.

Section 5.5. 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

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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.

If to The Allegro

The Allegro at Fleming Island, L.L.C.
212 South Central
Suite 301
St. Louis, MO 63105
Facsimile: (314) 512-7951

with a copy to:

Theresa Marie Kenney, Esq.
Ford, Bowlus, Duss, Morgan, Kenney, Safer &
Hampton, P.A.
10110 San Jose Boulevard
Jacksonville, Florida 32257
Facsimile (904) 262-3337

If to FIH

Fleming Island Holdings, L.L.C.
212 South Central
Suite 301
St. Louis, MO 63105
Facsimile: (314) 512-7951

with a copy to:

Theresa Marie Kenney, Esq.
Ford, Bowlus, Duss, Morgan, Kenney, Safer &
Hampton, P.A.
10110 San Jose Boulevard
Jacksonville, Florida 32257
Facsimile (904) 262-3337

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

Section 5.6. Law. This Agreement shall be subject to the laws of the state of Florida without regard to concepts of choice of law.

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

THE ALLEGRO AT FLEMING ISLAND, L.L.C.,
a Florida limited liability company ("The Allegro")

By: Hallmark Senior Housing, L.L.C., a Florida limited liability company, its sole and managing member

By: Hallmark Holdings, LLC, a Delaware limited liability company, its sole and managing member

By: 
David L. Kirkland, President

FLEMING ISLAND HOLDINGS, L.L.C., a
Florida limited liability company ("FIH")

By: Hallmark Senior Housing, L.L.C., a Florida limited liability company, its sole and managing member

By: Hallmark Holdings, LLC, a Delaware limited liability company, its sole and managing member

By: 
David L. Kirkland, President

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

By: Hallmark Holdings, LLC, a Delaware limited liability company, its sole and managing member

By: 
David L. Kirkland, President

08 MAY 12 AM 8:30
SECRETARY OF STATE
TALLAHASSEE FLORIDA

FILED

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