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(Requestor's Name)

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(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

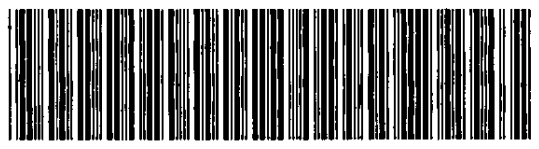
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: HS-Pompano FL, LLC
Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Peter Alevizos

Contact Person

HS-Pompano FL, LLC

Firm/Company

162 Spyglass Lane

Address

Jupiter, FL 33477

City, State and Zip Code

pzos@yahoo.com

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

For further information concerning this matter, please call:

Lawrence J. Marks at (860) 521-0569

Name of Contact Person

Area Code and Daytime Telephone Number

Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

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TALLAHASSEE, FLORIDA

**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HS-Tallahassee FL, LLC	Florida	LLC L13 - 168112
HS-Tallahassee FL, LLC	Delaware	LLC m04 - 1004

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HS-Tallahassee FL, LLC	Florida	LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and 620, Florida Statutes.

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 TALLAHASSEE, FLORIDA

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

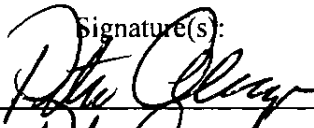
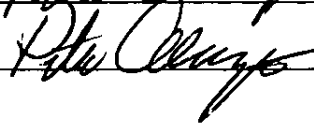
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
HS-Tallahassee FL, LLC		Peter Alevizos
HS-Tallahassee FL, LLC		Peter Alevizos

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: For each Limited Liability Company: \$25.00
 For each Corporation: \$35.00
 For each Limited Partnership: \$52.50
 For each General Partnership: \$25.00
 For each Other Business Entity: \$25.00

Certified Copy (optional): \$30.00

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is entered into as of the 29th day of November, 2013, pursuant to the provisions of Del. Code Ann. Tit. 6 §18-209 of the Delaware Limited Liability Company Act and Florida Statutes §§605.1021-1026, by and among the following parties:

HS-Tallahassee FL, LLC, a Delaware limited liability company ("HS-Tallahassee Delaware"); and

HS-Tallahassee FL, LLC, a Florida limited liability company ("HS-Tallahassee Florida");

(together, the "Constituent Entities").

WITNESSETH:

WHEREAS, the Members and Managers of HS-Tallahassee Delaware and the Members and Managers of HS-Tallahassee Florida declare it advisable and to the advantage, welfare, and best interests of the Constituent Entities to merge each of the Constituent Entities into a single limited liability company existing under the laws of the State of Florida, to wit, HS-Tallahassee Florida, which shall be the surviving limited liability company (HS-Tallahassee Florida in this capacity being referred to as the "Surviving Company"), pursuant to the provisions of the Florida Limited Liability Company Act and the Delaware Limited Liability Company Act (the "Florida Act", and the "Delaware Act", respectively);

WHEREAS, the Members and Managers of each of the Constituent Entities have approved the merger of HS-Tallahassee Delaware with and into the Surviving Company (the "Merger") upon the terms and conditions set forth in this Plan; and

WHEREAS, the Surviving Company shall operate as a limited liability company owned by its Members and be manager-managed;

NOW, THEREFORE, the Constituent Entities, in consideration of the premises and of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of the Merger and the mode of carrying the same into effect as follows:

FIRST: The terms and conditions of the Merger are as follows:

(a) On the Effective Date (as hereinafter defined) and subject to the terms and conditions set forth herein, HS-Tallahassee Delaware shall be merged with and into HS-Tallahassee Florida. The separate existence of HS-Tallahassee Delaware shall cease, and HS-Tallahassee Florida shall continue its existence as the Surviving Company in the Merger. On the Effective Date, the Surviving Company shall thereupon and thereafter

possess all the rights, privileges, immunities and powers of HS-Tallahassee Delaware and shall be subject to all of the restrictions, disabilities, and duties of HS-Tallahassee Delaware.

(b) The name of the Surviving Company in the Merger is "HS-Tallahassee FL, LLC." The Operating Agreement of HS-Tallahassee FL, LLC, as now in force and effect, shall continue to be the Company Agreement of the Surviving Company. The Operating Agreement of the Surviving Company shall continue in full force and effect until further amended and changed in the manner prescribed by the provisions of the Florida Act.

(c) On the Effective Date:

(i) all of the property, real, personal and mixed, and all of the rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of HS-Tallahassee Delaware shall be transferred to, vested in, and devolved upon the Surviving Company, without further act or deed; and

(ii) all debts due on whatever account, including promises to make capital contributions, and all and every other interest of or belonging to or due to HS-Tallahassee Delaware shall be vested in the Surviving Company without further act or deed.

(d) The title to all real estate, and any interest therein, vested in any of the Constituent Entities shall not revert, or be in any way impaired, by reason of the Merger.

(e) HS-Tallahassee Florida shall be responsible and liable for all liabilities and obligations of HS-Tallahassee Delaware, and any claim existing or action or proceeding pending by or against any of the Constituent Entities may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in the action.

(f) Neither the rights of creditors nor any liens on the property of any Constituent Entities shall be impaired by the Merger.

(g) Provided this Plan has not been terminated or abandoned as permitted by the provisions hereof, Articles of Merger or a Certificate of Merger, as applicable, shall be executed and filed in accordance with Florida Act Section 605.1025, and Delaware Act Title 6, Section 18-209. The Merger shall become effective on the date of filing, such date to be the "Effective Date."

SECOND: As of the Effective Date, all of the Company interests in HS-Tallahassee Delaware shall automatically, by virtue of the Merger and without any further action of the

Members of HS-Tallahassee Delaware, be cancelled, and no consideration shall be delivered in exchange therefor.

THIRD: HS-Tallahassee Delaware hereby agrees from time to time, as and when requested by the Surviving Company or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Company may deem necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of any property of HS-Tallahassee Delaware acquired or to be acquired by reason of or as a result of the Merger herein provided for and otherwise to carry out the interests and purposes hereof, and the Members of the Surviving Company are fully authorized in the name of each of the Constituent Entities or otherwise to take any and all such action.

FOURTH: Notwithstanding the full authorization and approval of this Plan, this Plan may be terminated or abandoned by the Members of the Constituent Entities at any time prior to the Effective Date.

FIFTH: The Members of the Surviving Company are hereby authorized, empowered, and directed by each of the Constituent Entities to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan or the Merger.

SIXTH: This Plan may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same instrument.

SEVENTH: This Plan was adopted by the unanimous written consent of the Members and Managers of HS-Tallahassee Delaware dated as of November 29, 2013 and the unanimous written consent of the Members and Managers of HS-Tallahassee Florida dated as of November 29, 2013.

EIGHTH: The Constituent Entities have the same members who own the same percentage interests in each such Constituent Entity. Therefore, as a result of the merger, the members of the Surviving Company will maintain their present ownership interests in the Surviving Company.

NINTH: The street address of the Surviving Company is 162 Spyglass Lane, Jupiter, Florida 33477.

Signatures on following Page

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Members and Managers, has caused this Plan to be executed by such Members and Managers this 21st day of November, 2013.

**HS-TALLAHASSEE FL, LLC
(Florida Limited Liability Company)**

MEMBERS:

ALEVIZOS HERITAGE IRREVOCABLE TRUST
U/T/A DATED DECEMBER 31, 2006

By: Nancy A. Alevizos
Nancy A. Alevizos
Trustee

ALEVIZOS HERITAGE TRUST U/T/A DATED
DECEMBER 31, 2006

By: Nancy A. Alevizos
Nancy A. Alevizos
Trustee

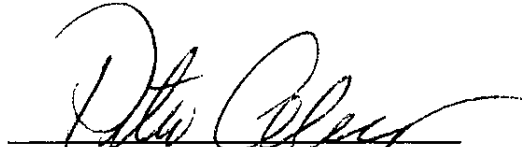
ALEVIZOS AND ASSOCIATES, INC.

By: Peter Alevizos
Peter Alevizos
President

Peter Alevizos
Peter Alevizos


Nicole Alevizos
Nicole Alevizos

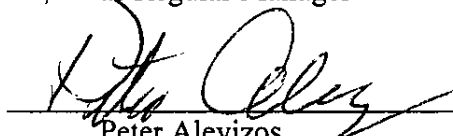

Alexander Alevizos

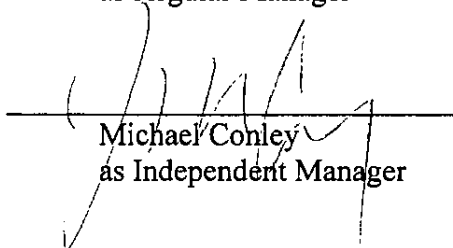

Lauren Alevizos, by Peter Alevizos, as
custodian for Lauren Alevizos under the
Florida Uniform Transfers to Minors Act

MANAGERS:


Nancy Alevizos
as Regular Manager


Robert Alevizos
as Regular Manager


Peter Alevizos
as Regular Manager


Michael Conley
as Independent Manager

HS-TALLAHASSEE FL, LLC
(Delaware Limited Liability Company)

MEMBERS:

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U/T/A DATED DECEMBER 31, 2006

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Nancy A. Alevizos
Trustee

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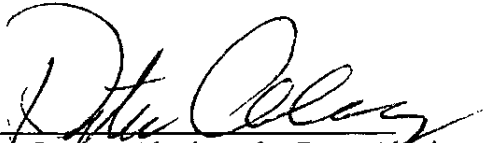
ALEVIZOS AND ASSOCIATES, INC.

By: Peter Alevizos
Peter Alevizos
President

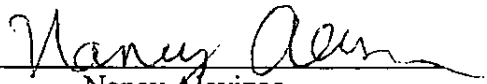
Peter Alevizos
Peter Alevizos

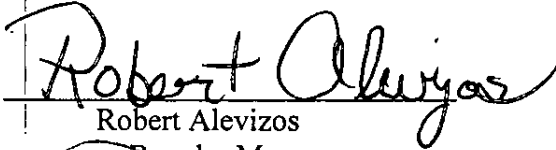
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