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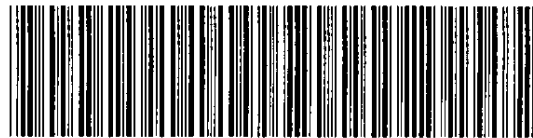
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**DATE: 01-20-10**

**NAME: WASHINGTON SQUARE FINANCIAL LLC**

**TYPE OF FILING: MERGER**

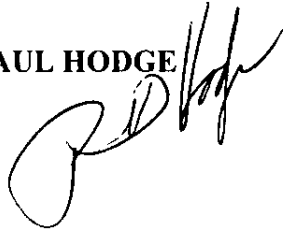
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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**



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SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
10 JAN 20 PM 1:02

**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>
Washington Square Financial, LLC	Florida	LLC

**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>
Washington Square Financial, LLC	Georgia	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/or 620, Florida Statutes.

**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:

5:00 p.m., January 20<sup>th</sup> 2010

**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:

191 Peachtree Street NE, Suite 3300

Atlanta, GA 30303

**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 entitled 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: 191 Peachtree Street NE, Suite 3300

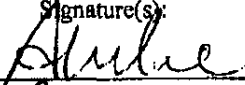

Atlanta, GA 30303

Mailing address: 191 Peachtree Street NE, Suite 3300

Atlanta, GA 30303

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:
Washington Square Financial, LLC	<input checked="" type="checkbox"/> 	Antony Mitchell, authorized representative of Surviving Entity
Washington Square Financial, LLC	<input checked="" type="checkbox"/> 	Antony Mitchell, authorized representative of Merging Entity

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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

<b><u>Fees:</u></b>	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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## **PLAN AND AGREEMENT OF MERGER**

This Plan and Agreement of Merger is dated as of January 19, 2010, between Washington Square Financial, LLC, a Florida limited liability company (the "Merging Entity") and Washington Square Financial, LLC, a Georgia limited liability company (the "Surviving Entity").

### **WITNESSETH:**

WHEREAS, the Merging Entity and the Surviving Entity deem it advisable, upon the terms and subject to the conditions set forth herein, that the Merging Entity be merged with and into the Surviving Entity, and that the Surviving Entity be the surviving business entity.

NOW, THEREFORE, it is agreed as follows:

#### **Section 1**

##### **Terms**

1.1. On the effective date of the merger (as hereinafter defined), the Merging Entity shall be merged with and into the Surviving Entity, with the Surviving Entity as the surviving business entity.

1.2. Upon the effective date of the merger, all Membership Interests in the Merging Entity shall, by virtue of the merger and without any action on the part of the holders thereof, be converted into all the Membership Interests in the Surviving Entity (the "Merger Consideration").

1.3. Each holder of a Membership Interest in the Merging Entity immediately prior to the effective date of the merger shall, upon the effective date of the merger, be entitled to receive its pro rata share of the Merger Consideration.

#### **Section 2**

2.1. The Articles of Organization of the Surviving Entity shall continue to be the articles of organization of the Surviving Entity on and after the effective date of the merger:

#### **Section 3**

##### **Effective Date**

3.1. The merger shall become effective on the time and date specified in the Articles of Merger filed with the Secretary of State of the State of Georgia and Certificate of

Merger filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "effective date of the merger."

#### **Section 4**

##### **Effect of Merger**

4.1. At the effective time of the merger, the effect of the merger shall be as provided in the applicable provisions of Chapter 11 of the Official Code of Georgia Annotated (the "Georgia Act") and Chapter 608, Florida Statutes (the "Florida Act"). Without limiting the generality of such provisions, at the effective time of the merger, all the real and personal property, interests, assets, rights, privileges, immunities, powers and franchises of the Merging Entity shall vest in the Surviving Entity, and all debts, liabilities, duties and obligations of the Merging Entity shall become the debts, liabilities, duties and obligations of the Surviving Entity.

#### **Section 5**

##### **Amendment and Termination**

5.1. At any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Georgia and Certificate of Merger with the Secretary of State of the State of Florida, this Agreement may be amended by the Surviving Entity and the Merging Entity to the extent permitted by Georgia and Florida law.

5.2. At any time prior to the filing of the Articles of Merger with the Secretary of State of the State of Georgia and Certificate of Merger with the Secretary of State of the State of Florida, this Agreement may be terminated and abandoned by the Surviving Entity and the Merging Entity.

#### **Section 6**

##### **Covenants and Agreements**

6.1. The parties hereto shall each use reasonable best efforts to take all such action as may be necessary or appropriate to effectuate the merger under the Georgia Act and the Florida Act. If, at any time after the effective time of the merger, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Entity with full right, title and possession to all properties, interests, assets, rights, privileges, immunities, powers and franchises of the Merging Entity, the Manager Member of the Surviving Entity is fully authorized, in the name of the Merging Entity or otherwise, to take all such lawful and necessary action.

**Section 7**

**Counterpart Execution**

7.1. The parties may execute this Plan and Agreement of Merger in counterparts. Each executed counterpart will be considered an original document, and all executed counterparts, together, will constitute the same agreement. Facsimile transmission of this Plan and Agreement of Merger and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of any party, the parties shall confirm facsimile transmitted signatures by signing an original document.

IN WITNESS WHEREOF, the Surviving Entity and the Merging Entity have caused this Agreement to be executed by its authorized representative, all as of the date first above written.

**The Merging Entity:**

WASHINGTON SQUARE FINANCIAL, LLC,  
a Florida limited liability company

By: IMPERIAL HOLDINGS, LLC,  
a Florida limited liability company,  
its Managing Member

By:   
Anthony Mitchell, CEO

**The Surviving Entity:**

WASHINGTON SQUARE FINANCIAL, LLC,  
a Georgia limited liability company

By: IMPERIAL HOLDINGS, LLC,  
a Florida limited liability company,  
its Managing Member

By:   
Anthony Mitchell, CEO