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**MERGER OR SHARE EXCHANGE
LSQ FUNDING GROUP, L.C.**

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ARTICLES OF MERGER

The following Articles of Merger are submitted to merge the following Florida Limited Liability Companies in accordance with s. 605.1025, *Florida Statutes*.

FIRST: The names and jurisdictions of formation of each of the merging parties are as follows:

LSQ II, LLC, a Florida limited liability company ("Merging Entity").

LSQ FUNDING GROUP, L.C., a Florida limited liability company (the "Surviving Company").

SECOND: The surviving entity is LSQ FUNDING GROUP, L.C., a Florida limited liability company.

THIRD: The attached Agreement and Plan of Merger has been authorized, approved and executed by the Surviving Company and the Merging Entity in accordance with applicable provisions of ss. 605.1021 - 605.1026, *Florida Statutes*, and by each member thereof who, as a result of the merger, will have interest holder liability under s. 605.1023(1)(b), *Florida Statutes*, and whose approval is required.

FOURTH: The Articles of Organization and Operating Agreement of the Surviving Company as they existed immediately prior to giving effect to the merger shall survive the merger until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

FIFTH: The Surviving Company agrees to pay any members of any constituent entity with appraisal rights the amount to which members with appraisal rights are entitled under ss. 605.1006 and 605.1061 - 605.1072, *Florida Statutes*.

SIXTH: The merger is to become effective as of 12:01:01 a.m. Eastern Time (United States of America) on June 12, 2015.

IN WITNESS WHEREOF, each of the merging parties has caused these Articles of Merger to be executed on its behalf by its duly authorized representative this 12 day of June, 2015.

LSQ II, LLC,
a Florida limited liability company

By: Hugh A. Ragsdale III

Hugh A. Ragsdale III, Chief Financial
Officer and Treasurer

LSQ FUNDING GROUP, L.C.,
a Florida limited liability company

By: Hugh A. Ragsdale III

Hugh A. Ragsdale III, Chief Financial
Officer and Treasurer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated this 12 day of June, 2015, is made and entered into by and between **LSQ II, LLC**, a Florida limited liability company (the "Merging Entity"), and **LSQ FUNDING GROUP, L.C.**, a Florida limited liability company (the "Surviving Company"). The Merging Entity and the Surviving Company are sometimes referred to herein as the "Constituent Companies."

WITNESSETH:

WHEREAS, the Merging Entity and the Surviving Company are each a Florida limited liability company duly organized under the laws of the State of Florida; and

WHEREAS, the owner of each of the Constituent Companies deems it advisable for the general welfare of such Constituent Companies that the Merging Entity be merged into the Surviving Company, which Surviving Company shall be the surviving entity of the Merger (as defined below); and

WHEREAS, for state law purposes, the transaction shall qualify as a statutory merger under the laws of the State of Florida;

NOW, THEREFORE, the Constituent Companies hereby agree that the Merging Entity shall be merged with and into the Surviving Company in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Agreement and Plan of Merger:

ARTICLE I**The Constituent Companies**

The names of the Constituent Companies to the merger are **LSQ II, LLC** (Florida Document No. L00000001980) and **LSQ FUNDING GROUP, L.C.** (Florida Document No. L96000000645).

ARTICLE II**The Merger**

On the Effective Date (as hereinafter defined), the Merging Entity shall be merged with and into the Surviving Company (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of Chapter 605, *Florida Statutes* (the "Act").

ARTICLE III**Effect of Merger**

From and after the filing of the Articles of Merger with the Florida Secretary of State in accordance with Article VIII hereof, the Constituent Entities shall be a single limited liability company which shall be the Surviving Company. From and after such filing, the separate existence of the Merging Entity shall cease, while the existence of the Surviving Company shall continue unaffected and unimpaired. The Surviving Company shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a limited

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liability company organized under the Act. The Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Companies. All property, real, personal and mixed, and all debts due on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Companies shall be taken and deemed to be transferred to and vested in the Surviving Company without further act or deed. The title to any real estate, or any interest therein vested in any of the Constituent Companies, shall not revert or be in any way impaired by reason of such Merger. The Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and any claim existing or action or proceeding pending by or against any of the Constituent Companies may be prosecuted as if such Merger had not taken place, or the Surviving Company may be substituted in its place. Neither the rights of creditors nor any liens upon the property of any of the Constituent Companies shall be impaired by such Merger.

ARTICLE IV

Articles of Organization and Operating Agreement of the Surviving Company

The Articles of Organization and Operating Agreement of the Surviving Company as they existed immediately prior to giving effect to the Merger shall survive the Merger, and until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

The sole Member of the Surviving Company shall be:

Name	Address
LSQ Group, LLC	2600 Lucien Way, Suite 100 Maitland, FL 32751

The persons who shall serve as officers of the Surviving Company and the offices in which they shall serve are as follows:

Name	Office
A. Maxwell Eliscu	President and Chief Executive Officer
Hugh A. Ragsdale III	Chief Financial Officer and Treasurer
Luz Hernandez	Senior Vice President, Chief Accounting Officer and Secretary

ARTICLE V

Treatment of Ownership Interests of Constituent Companies

By virtue of the Merger and without any action on the part of the owner of the Constituent Companies, upon the Effective Date pursuant to this Agreement and Plan of Merger, the ownership in the Constituent Companies shall be treated in the following manner:

1. Each Membership Unit of the Surviving Company owned immediately prior to the filing of the Articles of Merger in accordance with Article VIII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, continue in existence as a Membership Unit of the Surviving Company.

2. Each Membership Unit of the Merging Entity owned immediately prior to the filing of the Articles of Merger in accordance with Article VIII hereof shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and no Membership Units of the Surviving Company shall be issued therefor.

ARTICLE VI

Further Assurance

If at any time after the Effective Date the Surviving Company shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the Surviving Company, according to the terms hereof, the title to any property or rights of the Merging Entity, the sole Member of the Merging Entity shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the Surviving Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE VII

Approvals

This Agreement and Plan of Merger shall be approved by the sole Member of the Surviving Company and the sole Member of the Merging Entity, and submitted to the unit holders thereof for approval as provided by the Act. If duly adopted, Articles of Merger meeting the requirements of the Act shall be filed immediately with the Florida Secretary of State.

ARTICLE VIII

Effective Date

The Merger of the Merging Entity into the Surviving Company shall become effective upon the filing of the Articles of Merger with the Florida Secretary of State in accordance with the Act. The date on which the Merger shall become effective is herein called the "Effective Date."

ARTICLE IX

Covenants of Merging Entity

The Merging Entity covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership units or rights to acquire any such membership units prior to the Effective Date.

ARTICLE X

Covenants of the Surviving Company

The Surviving Company covenants and agrees that (a) it will not further amend its Articles of Organization prior to the Effective Date; and (b) it will not issue any new membership units or rights to acquire any such membership units prior to the Effective Date.

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H15000143486 3**ARTICLE XI**
Termination

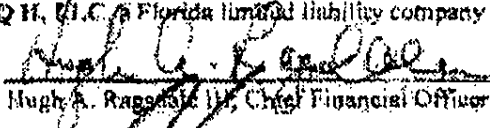
Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by either of the Constituent Companies at any time prior to the filing of the Articles of Merger with the Florida Secretary of State.

ARTICLE XII
Counterparts

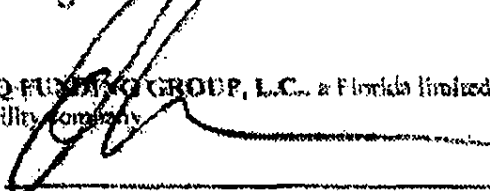
This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

LSQ H, L.C., a Florida limited liability company

By: 
Hugh A. Ragosta III, Chief Financial Officer

LSQ FUNDING GROUP, L.C., a Florida limited liability company

By: 
A. Maxwell Eliseu, President and CEO

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