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(City/State/Zip/Phone #)

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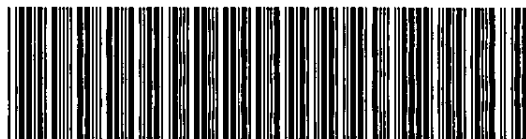
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*Merger &
Name Change*

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FILED
16 JAN 19 PM 2:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JAN 20 2016
A RAMSEY

*00789,07015,00671

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Klein Mendez & Rothbard LLC
Name of Surviving Party

Please return all correspondence concerning this matter to:

Martin A. Rothbard

Contact Person

Klein Mendez & Rothbard LLC

Firm/Company

2875 NE 191st Street, Suite 703

Address

Aventura, FL 33180

City, State and Zip Code

mrothbard@kmr-cpa.com

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

For further information concerning this matter, please call:

_____ at (_____) _____
Name of Contact Person Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

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



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 11, 2016

Martin A. Rothbard
Klein Mendez & Rothbard LLC
2875 NE 191st St., Ste 703
Aventura, FL 33180

SUBJECT: KLEIN, MENDEZ & ROTHBARD, LLC
Ref. Number: L06000052170

We have received your document for KLEIN, MENDEZ & ROTHBARD, LLC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey
Regulatory Specialist II

Letter Number: 116A00000615

FILED

16 JAN 19 PM 2:31

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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>
Molieri & Co., P.A.	Florida	Corporation
Klein Mendez & Rothbard LLC	Florida	Limited Liability Company

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>
Klein Mendez & Rothbard LLC	Florida	Limited Liability Company

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, 605, 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:

December 31, 2015

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

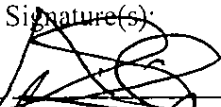
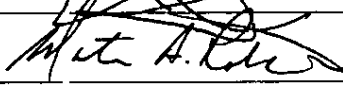
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Molieri & Co., P.A.		Alejandro Molieri
Klein Mendez & Rothbard LLC		Martin A. Rothbard

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: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, is made and entered into on December 3, 2015 (this "Agreement"), is entered into by and between Molieri & Co., P.A., a Florida corporation (Molieri") and Klein, Mendez & Rothbard, LLC, a Florida limited liability company ("Buyer").

RECITALS

This Agreement provides for the merger (the "Merger") of Molieri and Buyer with Buyer being the surviving entity as a limited liability company (such surviving limited liability company, the "Surviving Company"). As part of the Merger, one hundred percent (100%) of the issued and outstanding shares of Molieri (the "Molieri Shares") will be converted into a right to receive the Merger Consideration (as defined below), on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in this Agreement, Molieri and Buyer hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. For purposes of this Agreement, in addition to the terms defined in other sections, the following words and phrases will have the meanings set forth below:

"Articles of Merger" has the meaning set forth in Section 2.2.

"Basket" has the meaning set forth in Section 8.1(c).

"Benefit Arrangement" means any employment, severance or similar Contract (as defined below), arrangement or policy, and each plan or arrangement providing for insurance coverage, workers compensation, disability benefits, supplementary unemployment benefits, vacation benefits, pension or retirement benefits or for deferred compensation, profit sharing, bonuses, or other forms of incentive compensation or post retirement insurance, compensation or benefits that (i) is not an Employee Plan (as defined below), and (ii) is maintained or contributed to by Molieri.

"Books and Records" means the books and records pertaining to the operation of Molieri and its property and equipment, including, but not limited to, financial records, tax returns, shareholder and vendor lists, correspondence files, operating standards and procedures, appraisals, maintenance, repair and asset history and depreciation records.

"Molieri Financial Statements" has the meaning set forth in Section 4.10.

"Molieri Disclosure Schedule" has the meaning set forth in Article IV.

"Molieri Shares" means any equity interest in Molieri held of record by any person.

"Business Day" means any day except Saturdays, Sundays and days that national banks operating in Miami-Dade County, Florida, are authorized to be closed.

"Buyer" means Klein, Mendez & Rothbard, LLC, a Florida limited liability company ("Buyer").

"Closing" has the meaning set forth in Section 2.2.

"Closing Date" has the meaning set forth in Section 2.2.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contracts" has the meaning set forth in Section 4.14.

"Damages" has the meaning set forth in Section 8.1(b).

"Effective Time" has the meaning set forth in Section 2.2.

"Employee Plan" means each employee benefit plan as such term is defined in Section 3(3) of ERISA (as defined below), that is subject to that of any provision of ERISA and is maintained or contributed to by Molieri.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"FBCA" has the meaning set forth in Section 2.1.

"GAAP" means U.S. generally accepted accounting principles, consistently applied.

"Indemnified Party" has the meaning set forth in Section 8.1(b).

"Indemnifying Party" has the meaning set forth in Section 8.1(c).

"Inspection Period" has the meaning set forth in Section 5.3.

"Intangible Personal Property" means all of Molieri's right, title and interest in and to all intangible personal property and other transferable rights of Molieri including any common law or registered trademark, service marks or fictitious names, all Licenses and Permits (as defined below), all Books and Records and all Contracts of Molieri.

"Intellectual Property Rights" means (i) all trademarks, trade names, service marks, copyrights, trade secrets, processes, inventions, know-how, technology, computer software, customer and supplier lists, formulas, franchises, licenses, rights to use, drawings, telephone numbers and other intellectual property of Molieri; and (ii) all registrations and applications for the registration of the aforesaid intellectual property rights.

"Leased Tangible Property" means all tangible personal property which is leased, rented or otherwise entrusted to Molieri and owned by unrelated third parties.

"Licenses and Permits" means all licenses, permits, certificates of occupancy and other authorizations relating to the ownership of the assets of Molieri.

"Liens" means, with respect to any property or asset, any mortgage, pledge, security interest, lien (statutory or other), charge, encumbrance or other similar restriction or limitation of any kind or nature whatsoever on or with respect to such property or asset.

"Merger Consideration" has the meaning set forth in Section 2.4.

"Owned Tangible Property" means all tangible personal property of Molieri, including equipment, vehicles, furnishings, fixtures, computer hardware and software, spare parts, supplies and other items inventoried by Molieri in the normal course of its operation.

"Survival Period" has the meaning set forth in Section 8.1(a).

"Surviving Company" has the meaning set forth in Section 2.1.

"Taxes" means, collectively, any tax imposed by any governmental authority, including all income taxes, alternative or add on minimum tax, gross receipts, sales, use, ad valorem, franchise capital, capital, profits, license, withholding, payroll, employment, excise, unemployment, insurance, social security, severance, stamp, occupation, premium, property, environmental, windfall profit, customer duty transfer, documentary or other tax, governmental fee or like assessment or charge of any kind whatsoever, any information, reporting or backup withholding obligation, liability or penalty, together with any interest or any penalty, addition to tax or additional amount imposed by any governmental authority responsible for the imposition of such taxes.

"Tax Returns" means all returns, reports, filings, estimates, declarations, claims for refund, information returns or statements required to be filed by Molieri with respect to Taxes.

"Termination Notice" has the meaning set forth in Section 5.3.

ARTICLE II THE MERGER

2.1 The Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the Florida Business Corporation Act, §§607.0101 et of the 2006 Florida Statutes (the "FBCA"), Molieri shall be merged with and into Buyer at the Effective Time. From and after the Effective Time, the separate corporate existence of Molieri shall cease and Buyer shall continue the Surviving Company under the name "Mendez Rothbard Molieri & Co., LLC" and shall succeed to and assume all the rights and obligations of Molieri in accordance with the FBCA.

2.2 The Closing.

The closing of the Merger (the "Closing") will take place at 10:00 a.m. Eastern Daylight Time at the offices of the Surviving Company on December 31, 2015, or on such other mutually agreeable date as soon as practicable after the satisfaction or waiver of all conditions to the obligations of the parties to consummate the transactions contemplated hereby as set forth herein (the "Closing Date").

Effective Time. Subject to the provisions of this Agreement, the parties shall file articles of merger in form and substance mutually agreeable to the Buyer and Molieri (the "Articles of Merger") executed in accordance with the relevant provisions of the FBCA and shall make all other filings or recordings required under the FBCA or Florida law as soon as practicable on or after the Closing Date. The Merger shall become effective at such time as the Articles of Merger are duly filed with the Florida Secretary of State, or at such later time as the parties shall agree should be specified in the Articles of Merger (the "Effective Time").

2.3 Effect of the Merger. From and after the Effective Time, the Surviving Company shall possess all the property, rights, privileges, powers and franchises and be subject to all of the restrictions, debts, liabilities, disabilities, obligations and duties of Molieri and the Buyer, and the Merger shall otherwise have the effects set forth in §607.1106 of the FBCA.

2.4 Effect on Capital Stock/Membership Interests. At the Effective Time, by virtue of the Merger and without any further action on the part of the Buyer, Molieri, the Surviving Company or any holder of Molieri Shares or any holder of the membership interests of the Buyer:

(i) By virtue of the Merger and at the Effective Time, automatically and without any action on the part of the holder thereof, all of the Molieri Shares issued and outstanding immediately prior to the Effective Time shall be canceled, extinguished and converted into and become a right to receive the Merger Consideration (as defined below).

(ii) The consideration (the "Merger Consideration") to be paid at Closing in exchange for one hundred percent (100%) of the issued and outstanding Molieri

Shares shall consist of issuance by the Surviving Company to Alejandro Molieri of a 33.33% membership interest in the Surviving Company.

2.5 Amended and Restated Operating Agreement. The operating agreement of the Surviving Company, shall be in form and substance mutually agreeable to the Buyer and Molieri, including the change of name to "Mendez Rothbard Molieri & Co., LLC" which shall be the amended and restated for the Surviving Company (the "Surviving Articles").

2.6 Managing Members of Surviving Company. The managing members of the Surviving Company shall be as set forth in the Surviving Articles, each to hold office in accordance with the terms thereof.

2.7 At the Effective Time, the Commercial Sublease & Shared Services Agreement, between the Buyer, as sublandlord and Molieri as subtenant, shall be deemed cancelled and terminated without any further action.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer hereby represents and warrants to Molieri as follows:

3.1 Organization. The Buyer is a limited liability company, duly organized and validly existing under the laws of the State of Florida. The Buyer has the power to own its properties and assets and to carry on its business as now being conducted. The Buyer is duly qualified to do business and is in good standing in every jurisdiction in which the nature of its business makes such qualification necessary.

3.2 Authority. The Buyer has the corporate authority and power to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated or required under this Agreement have been duly authorized by all necessary internal action on the part of the Buyer. This Agreement constitutes a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms.

3.3 No Violation. Neither the execution and delivery of this Agreement by the Buyer nor the performance of this Agreement by the Buyer and the consummation by the Buyer or the Merger Entity of the Merger will: (a) conflict with or violate the organizational documents of the Buyer; (b) result in a violation or breach of, constitute a default (with or without notice or lapse of time, or both) under, give rise to any right of termination, cancellation or acceleration of, or result in the imposition of any lien on any assets or property of the Buyer pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Buyer or the Merger Entity is a party or by which the Buyer or any of their respective assets or properties is bound, or (c) conflict with or violate any order, writ, injunction,

decree, statute, rule or regulation applicable to the Buyer, or any of their respective assets and properties.

3.4 Compliance with Laws. The Buyer has complied or will comply in all material respects with all applicable laws pertaining to, and affecting their respective activities and assets.

3.5 Brokers and Finders. No broker, finder or investment bank has acted directly or indirectly for the Buyer, nor has the Buyer incurred any obligation to pay any brokerage, finders or other fee or commission in connection with the Merger.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF MOLIERI

Molieri hereby represents and warrants to the Buyer that the statements contained in this Article IV are correct and complete except as set forth in the disclosure schedule delivered by Molieri simultaneously with the execution hereof and incorporated herein by this reference (the "Molieri Disclosure Schedule"). All information disclosed in the Molieri Disclosure Schedule, regardless of where it appears, shall be deemed disclosed for purposes of all representations and warranties in this Article IV.

For purposes of this Agreement, the term "knowledge" or similar terms shall mean in the case of Molieri, knowledge of a particular fact or other matter if Alejandro Molieri as of the date hereof is actually aware of such fact or other matter or has actual notice of such fact or other matter or should have been aware of such fact or other matter with reasonable diligence.

4.1 Organization. Molieri is a corporation, duly organized and validly existing under the laws of the State of Florida. Molieri has the power to own its properties and assets and to carry on its business as now being conducted, and is duly qualified to do business and is in good standing in every jurisdiction in which the nature of its business makes such qualifications necessary.

4.2 Authority. Molieri has the corporate authority and power to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated or required under this Agreement will have been duly authorized by all necessary internal action on the part of Molieri. This Agreement constitutes a legal, valid and binding obligation of Molieri, enforceable against Molieri in accordance with its terms.

4.3 No Violation. Except as set forth in the Molieri Disclosure Schedule, neither the execution and delivery of this Agreement by Molieri nor the performance of this Agreement by Molieri and the consummation by Molieri of the Merger will: (a) conflict with or violate the articles of incorporation of Molieri or the by-laws of Molieri; (b) result in a violation or breach of, constitute a default (with or without notice or

lapse of time, or both) under, give rise to any right of termination, cancellation or acceleration of, or result in the imposition of any lien on any assets or property of Molieri pursuant to, any material note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Molieri is a party or by which Molieri or any of its respective assets or properties is bound; or (c) conflict with or violate any order, writ, injunction, decree, statute, rule or regulation applicable to Molieri, or any of its assets and properties.

4.4 Marketable Title. To the knowledge of Molieri, Molieri has good title to the Tangible Personal Property and Intangible Personal Property, free and clear of all Liens.

4.5 Compliance with Laws. To the knowledge of Molieri, Molieri has complied in all material respects with all applicable laws pertaining to, and affecting the activities of Molieri and the assets of Molieri.

4.6 Pending Litigation. Except as set forth in the Molieri Disclosure Schedule, there are no legal actions, suits, claims, investigations or other legal or administrative proceedings, pending or, to the knowledge of Molieri, threatened, by or against Molieri or any of its officers, directors, employees, property, or assets.

4.7 Permits and Licenses. The Molieri Disclosure Schedule sets forth a list of the material Permits and Licenses held by Molieri.

4.8 Condition of Tangible Property. All Owned Tangible Property and Leased Tangible Property will be delivered in "As Is" "Where Is" condition at the Effective Time.

4.9 No Contracts or Leases. Set forth in the Molieri Disclosure Schedule is a list to the knowledge of Molieri of the leases, tenancies, or other rights of occupancy or for use of any portion of the Land as of the date hereof.

4.10 Financial Statements. Molieri shall provide the Buyer with its financial statements for the fiscal year ended December 31, 2015 (the "Molieri Financial Statements"). To the knowledge of Molieri, the Molieri Financial Statements are true, correct and complete in all material respects, are consistent with Molieri's underlying accounting Books and Records and, present fairly, the financial position, results of operations and cash flows of Molieri as of the dates and for the periods therein set forth.

4.11 Insurance. Molieri currently maintains the insurance policies set forth in the Molieri Disclosure Schedule and, provided that there is no additional cost, Molieri shall add the Buyer as an additional insured thereunder, as its interests may appear.

4.12 Intellectual Property Rights. The Molieri Disclosure Schedule sets forth a list and brief description of the material Intellectual Property Rights of Molieri. To the knowledge of Molieri, Molieri owns and possesses adequate licenses or other rights to use all Intellectual Property Rights necessary for the conduct of its business as now conducted, and no

claim is pending or, to Molieri knowledge threatened, to the effect that the operations of Molieri infringe upon or conflict with the rights of any other person, and, to the knowledge of Molieri, there is no basis for any such claim, whether or not pending or threatened.

4.13 Taxes. Except as set forth on the Molieri Disclosure Schedule, (i) Molieri has duly and timely filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by Molieri and all such filed Tax Returns are complete and accurate in all material respects; (ii) Molieri has paid or deposited or made adequate provision in Molieri's balance sheet, in accordance with GAAP consistently applied for the payment of all Taxes required by the Tax Returns referred to in clause (i) above, including Taxes that Molieri is obligated to withhold from amounts owing to any employee, creditor or third party, except with respect to matters contested in good faith; (iii) as of the date of this Agreement, there are no pending or threatened (in writing or otherwise) audits, examinations, investigations or other proceedings in respect of Taxes or Tax matters relating to Molieri; there are no material deficiencies or claims for any Taxes that have been proposed, asserted or assessed against Molieri; and (v) there are no material Liens for Taxes upon the assets of Molieri, other than Liens for current Taxes not yet due and payable and Liens for Taxes that are being contested in good faith by appropriate proceedings.

4.14 Disclosure of Liabilities. To the knowledge of Molieri, Molieri has no material liability of any nature (whether accrued, absolute or contingent or otherwise) required by GAAP to be reflected on the Molieri Financial Statements that was not fully disclosed, reflected or reserved against in the Molieri Financial Statements. Except for liabilities which have been incurred in the ordinary course of business or the transactions contemplated hereby, Molieri has not incurred any material liability of any nature (whether accrued, absolute, contingent or otherwise).

4.15 Contracts.

(a) The Molieri Disclosure Schedule sets forth a list of each material Contract of Molieri and which is not cancellable upon not more than six (6) month's notice (collectively, the "Contracts"). Molieri has delivered true and correct copies of all of the Contracts to the Buyer.

(b) Except as disclosed in the Molieri Disclosure Schedule, to the knowledge of Molieri, each Contract: (i) is legal, valid and binding on Molieri and the other parties thereto, and is in full force and effect; and (ii) upon consummation of the Merger will continue in full force and effect without penalty or other adverse consequence. Molieri is not in breach of, or default under, any Contract. No other party to any Contract is, to the knowledge of Molieri, in material breach thereof or default thereunder.

4.16 Employees. The Molieri Disclosure Schedule sets forth a list of (a) the names, titles, annual salaries and other compensation of all employees of Molieri; and (b) the wage rates for non-salary employees of Molieri (by classification).

4.17 Books and Records. To Molieri's knowledge:

(a) The Books and Records of Molieri (i) have been maintained in accordance with good business practices on a basis consistent with prior years; (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and disposition of the assets of Molieri; and (iii) accurately and fairly reflect the basis for the Molieri Financial Statements.

(b) Molieri has implemented and maintained a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions were recorded as necessary (A) to permit preparation of financial statements in conformity with GAAP and (B) to maintain accountability for assets.

4.18 Bank Accounts. The Molieri Disclosure Schedule contains a schedule setting forth and describing (i) all bank accounts owned or maintained by Molieri and all authorized signatories with respect thereto; and (ii) safe deposit boxes maintained by Molieri and all persons having access with respect thereto.

4.19 Brokers and Finders. No broker, finder or investment bank has acted directly or indirectly for Molieri, nor has Molieri incurred any obligation to pay any brokerage, finders or other fee or commission in connection with this transaction.

ARTICLE V ADDITIONAL COVENANTS

5.1 Further Assurances. Molieri will, whenever and as often as may be reasonably requested by the Buyer, and the Buyer will, whenever and as often as may be reasonably requested by Molieri, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all further instruments and documents as may be necessary in order to carry out the intent and purpose of this Agreement.

5.2 Other Affirmative Obligations of Molieri.

(a) Molieri agrees to timely cooperate fully with the Buyer with respect to the Buyer's efforts to obtain all relevant information with respect to the assets of Molieri and their use; to make available all relevant information in its possession with respect to the assets of Molieri and their use; and to satisfy all conditions precedent to Closing set forth herein.

(b) From and after the date of this Agreement until the Closing, Molieri will conduct its business in the ordinary course substantially as such business has been conducted prior the date hereof. Molieri will observe all applicable laws affecting the assets of Molieri and their operation and use. Without the prior written consent of the Buyer, which consent will not be unreasonably withheld or delayed, Molieri will refrain from (i) creating or incurring, or suffering to exist, any new Lien in any way affecting the assets of

Molieri; (ii) except in the ordinary course of business, entering into any new agreement with respect to any of the assets of Molieri which will survive Closing, or modifying or canceling any existing agreement; or (iii) taking any action which would materially adversely affect any of the material assets of Molieri.

(c) Molieri will advise the Buyer promptly of any material change in the status of the assets of Molieri, or if Molieri has notice or actual knowledge of such matters, in any applicable laws which might affect the value or use of the assets of Molieri to the Surviving Company.

(d) Between the date of this Agreement and the Closing Date, Molieri will continue its existing liability insurance.

5.3 Inspection. Within three (3) Business Days after the date of full execution of this Agreement, Molieri shall deliver to the Buyer copies of all documents listed on the Disclosure Schedule not previously provided to the Buyer. For the period commencing with the date hereof and terminating at 5:00 p.m. Eastern Time on December 28,, 2015 (the "Inspection Period"), the Buyer will have the right to otherwise view and inspect the Books and Records and all components thereof. In the event that the foregoing inspection is not acceptable to the Buyer, or for any other reason, the Buyer shall have the right to terminate this Agreement by giving written notice thereof to Molieri (the "Termination Notice") prior to the expiration of the Inspection Period, effective immediately upon delivery and neither party shall have any further rights or liabilities hereunder. In the event the Agreement is not terminated by the Buyer as aforesaid, then the Agreement shall remain in full force and effect without modification.

5.4 Exclusive Dealings. Until the Closing or the earlier termination of this Agreement in accordance with its terms, Molieri shall not initiate or solicit offers from any other person or entity involving a merger, the possible sale or transfer of the Molieri Shares or any material part of the assets of Molieri to any person or entity other than the Buyer.

5.5 Employees. Following the Closing the Buyer agrees to cause the Surviving Company to continue to offer employment to the employees of Molieri on the Closing Date, on terms and conditions and at compensation and employment benefit levels no less favorable than those offered to such employees by Molieri. This Section shall survive the Closing.

ARTICLE VI CONDITIONS TO CONSUMMATION OF THE MERGER

6.1 Joint Conditions to Obligations of Parties. The respective obligation of each of the parties to consummate the Merger is subject to the satisfaction or written waiver by the respective party prior to the Closing of each of the following conditions:

(a) There being no provision of any applicable law or order that prohibits or otherwise makes illegal the consummation of the Closing.

(b) No action, suit or proceeding shall be pending on the Closing Date which, if successful, would result in an order, decree or ruling or other action permanently enjoining or restraining the merger.

6.2 Conditions to Obligation of Molieri. The obligation of Molieri to consummate the Merger is subject to the satisfaction by the Buyer or written waiver by Molieri prior to the Closing of each of the following conditions:

(a) The representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

(b) The Buyer shall have performed in all material respects all agreements, covenants and obligations required to be performed by it under this Agreement at or prior to the Closing.

(c) The Buyer shall have distributed the Merger Consideration to Molieri.

(d) The Buyer shall have delivered to Molieri a certificate or certificates from duly authorized officers of the Buyer, in form and substance satisfactory to Molieri, attesting as to the following: (i) the incumbency and authority of all persons executing and delivering documents and instruments in connection with the Closing; (ii) the organizational documents of the Buyer and Merger Entity, and any amendments thereto; and (iii) the accuracy and completeness, as of the Closing, of all representations and warranties of the Buyer under this Agreement.

(e) All corporate proceedings to be taken by the Buyer and Merger Entity in connection with the Merger contemplated by this Agreement and all documents incident thereto shall be reasonably satisfactory in form and substance to Molieri and its counsel, and Molieri and its counsel shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

6.3. Conditions to Obligations of the Buyer. The obligation of the Buyer to consummate the Merger is subject to the satisfaction by Molieri or written waiver by the Buyer prior to the Closing of each of the following conditions:

(a) The representations and warranties of Molieri set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date.

(b) Molieri shall have performed in all material respects all agreements, covenants and obligations required to be performed by Molieri under this Agreement at or prior to the Closing.

(c) The Buyer shall have received a certificate or certificates from duly

authorized officers of Molieri, attesting as to the following: (i) the incumbency and authority of all persons executing and delivering documents and instruments in connection with the Closing; (ii) the organizational documents of Molieri, and any amendments thereto; (iii) the accuracy and completeness, of all representations and warranties of Molieri under this Agreement.

(d) All corporate proceedings to be taken by Molieri in connection with the Merger and all documents incident thereto shall be reasonably satisfactory in form and substance to the Buyer and its counsel and the Buyer and its counsel shall have received all such counterpart originals or certified or other copies of such documents as they may reasonably request.

(e) No material adverse change in the financial position of Molieri shall have occurred (excluding casualty loss and further excluding any liabilities incurred by Molieri with respect to the transaction contemplated by this Agreement), which change in financial position remains uncorrected by Molieri within thirty (30) days after written notice from the Buyer.

ARTICLE VII TERMINATION

7.1 Termination. This Agreement may be terminated by written notice at any time prior to the Closing upon the occurrence of any of the following events:

- (a) by mutual written consent of the Buyer and Molieri;
- (b) by either the Buyer or Molieri, if any court or regulatory agency shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Merger, and such order, decree, ruling or other action shall have become final and non-appealable;
- (c) by the Buyer, if there has been any material breach of any representation, warranty, agreement or covenant in this Agreement by Molieri, which breach has not been cured within thirty (30) days after the giving of written notice to Molieri;
- (d) by Molieri, if there has been any material breach of any representation, warranty agreement or covenant in this Agreement by the Buyer, which breach has not been cured within thirty (30) days after the giving of written notice to the Buyer;
- (e) by either the Buyer or Molieri, in the event of a failure to meet a condition precedent set forth in Section 6.1, which failure has not been cured by the responsible party within thirty (30) days after the giving of written notice to the responsible party by the non-responsible party;
- (f) by Molieri, in the event of a failure to meet a condition precedent set forth in Section 6.2, which failure is not cured by the Buyer within thirty (30) days after

the giving of written notice to the Buyer by Molieri;

(g) by the Buyer, in the event of a failure to meet a condition precedent set forth in Section 6.3, which failure is not cured within thirty (30) days after the date of the giving of written notice to Molieri by the Buyer; or

(h) by either party in the event Closing does not occur by December 31, 2015, provided the terminating party is not then in default of its obligations hereunder.

7.2 **Effect of Termination.**

(a) In the event this Agreement is terminated pursuant to this Article VII, this Agreement will be cancelled and of no force and effect, without further liability or obligation of any of the parties to this Agreement, except for any obligations which survive the termination as provided herein.

(b) Upon termination of this Agreement, each party will return all documents and other materials of the other party, whether obtained before or after the execution of this Agreement, to the party furnishing the same.

**ARTICLE VIII
SURVIVAL; LIMITATION OF
LIABILITY**

8.1 **Survival; Indemnification; Limitation of Liability.**

(a) **Survival.** All representations and warranties in this Agreement, or in any instrument or document furnished in connection with this Agreement or the transactions contemplated hereby, shall survive the Closing and any investigation made by or on behalf of any party for a period of twenty-four (24) months (the "Survival Period"). All such representations and warranties shall expire at the end of the Survival Period, except that claims, if any, asserted in writing prior to the end of the Survival Period identified as a claim for indemnification pursuant to this Section 8.1 shall survive until finally resolved and satisfied in full. In no event whatsoever shall the shareholders, directors, officers, employees, attorneys, consultants, or other representatives of Molieri have any obligation to the Buyer, the Merger Entity, or the Surviving Company and the parties expressly agree that the Merger Consideration has been negotiated on that basis.

(b) **Indemnification** of the Buyer and Surviving Company by Molieri. The holders of Molieri Shares, hereby agree to indemnify and hold harmless the Buyer, the Surviving Company and each of their respective officers, directors, partners, employees and shareholders (other than the holders of the Molieri Shares) and their successors and assigns (each an "Indemnified Party"), from, against and with respect to any and all losses, liabilities, damages and expenses, including, but not limited to, reasonable attorneys' fees and expenses ("Damages") actually incurred by an Indemnified Party arising out of (i) any breach of any representation, warranty, covenant, or agreement of Molieri contained in this Agreement, or (ii) any other

undisclosed or unknown accrued financial liabilities or obligations of Molieri on and as of the Closing Date in excess of cash on hand as of the Closing Date and less any credits for post-Closing income or other items of revenue relating to the pre-Closing period; provided, however, that any claim or indemnification hereunder shall be asserted prior to the expiration of the Survival Period.

(c) Claims for Indemnification. An Indemnified Party shall not be entitled to seek indemnification unless the total Damages in respect of all claims in the aggregate exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Basket"), provided, however, that once the Basket has been reached, the Indemnified Party shall be entitled to all Damages from the first dollar. In the event any Indemnified Party asserts the occurrence of an indemnifiable event pursuant this Section 8.01, such Indemnified Party shall provide prompt notice to the party required to provide indemnification (the "Indemnifying Party"), specifying in reasonable detail the facts and circumstances with respect to such claim and the basis for which indemnification is available hereunder. If such event involves the claim of any third party, the Indemnifying Party shall have the right to control the defense or settlement of such claim; provided, however, that (i) the Indemnified Party shall be entitled to participate in the defense of such claim at its own expense, (ii) the Indemnifying Party shall obtain the prior written approval of the Indemnified Party before entering into any settlement of such claim if, pursuant to or as a result of such settlement, injunctive or other non-monetary relief would be imposed against the Indemnified Party, (iii) the Indemnifying Party shall not be entitled to control (but shall be entitled to participate at its own expense in the defense of), and the Indemnifying Party shall be entitled to have sole control over, and shall assume all expense with respect to the defense or settlement of any claim to the extent such claim seeks an order, injunction or other equitable relief against the Indemnified Party which, if successful, could materially interfere with the business, operations, assets, condition (financial or otherwise) or prospects of the Indemnified Party, provided that the Indemnified Party shall have the right to defend and assume control over the defense of such claim pursuant to this Section 8.1 by written notice to the Indemnifying Party, if the Indemnifying Party is entitled but fails to assume control over the defense of the claim, as provided in this Section 8.1, provided that the Damages associated with such claim are covered by the indemnity provisions of this Section 8.1, the Indemnified Party shall have the right to defend such claim. In the event that the Indemnifying Party shall be obligated to indemnify the Indemnified Party pursuant to this Section 8.1, the Indemnifying Party shall, upon payment of such indemnity in full, be subrogated to all rights of the Indemnified Party with respect to the claim to which such indemnification relates.

8.2 Limitation of Liability. No shareholder, director, officer, employee, official, agent, attorney, consultant or representative of Molieri shall have any personal liability whatsoever under this Agreement. In the event of any breach of this Agreement by Molieri, which breach remains uncured following written notice to Molieri from the Buyer and expiration of any cure period provided herein, the sole and exclusive remedy of the Buyer shall be, at the Buyer's election, either (i) an action for specific performance or (ii) to terminate this Agreement.

GENERAL PROVISIONS

9.1 No Waiver. No failure on the part of the Buyer or Molieri at any time to require the performance by the other of any term of this Agreement will in any way affect the right of the Buyer or Molieri to enforce such term subsequently, nor will any waiver by the Buyer or Molieri of any term hereof in any particular instance be taken or held to be a waiver of such term in any future instance or of any other term hereof or a breach hereof or thereof.

9.2 Assignment. This Agreement cannot be assigned by either party.

9.3 Notices. Any notice provided for by this Agreement will be in writing and shall be either (i) delivered by hand, (ii) made by telecopy or facsimile transmission, provided evidence of successful transmission is received by the sender, (iii) sent by overnight commercial courier services Federal Express or Purolator) or (iv) sent by United States registered or certified mail, return receipt requested, in a properly sealed envelope and postage prepaid, in each case addressed to the party for which such notice or communication is intended, at such party's address set forth below or at any other address provided in writing by such party to the other party by notice complying with this Section.

Molieri: MOLIERI & CO., P.A.

With a copy to:

The Buyer: KLEIN MENDEZ & ROTHBARD, LLC
2875 NE 191st Street
Suite 703
Aventura, FL 33180

With a copy to: SHAPIRO LAW
1351 Sawgrass Corporate Parkway
Suite 101
Fort Lauderdale, Florida 33323
Attn: Peter E. Shapiro, Esq.

All such notices shall be deemed given or served as of the date received, or the date such notices would have been received but for the addressee's refusal thereof.

9.4 Governing Law. This Agreement will be construed, and the rights and obligations of the Buyer and Molieri hereunder will be determined, in accordance with the laws of the State of Florida.

9.5 Captions. The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

9.6 Exhibits. All Exhibits and the Molieri Disclosure Schedule referred to in this Agreement are hereby incorporated and made a part hereof.

9.7 Brokers and Commissions. Each party represents and warrants to the other that it has not dealt with any broker in connection with this Agreement or the transactions contemplated hereby. Each party agrees to indemnify, defend and save harmless the other party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, fees and expenses of legal counsel and paraprofessionals) of any kind and character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party or on its behalf with any broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. The provisions of this Section shall survive the Closing or any termination of the Agreement, notwithstanding any other provision to the contrary.

9.8 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, Molieri, the Buyer, and their respective permitted successors and assigns.

9.9 Attorneys' Fees. In any action, proceeding, or litigation arising out of or concerning this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorney's fees through all appellate levels. Jurisdiction and venue for any action, proceeding, or litigation arising out of or concerning this Agreement will be in Seventeenth Judicial Circuit of Florida in Fort Lauderdale, Florida and the parties expressly waive their right to jurisdiction and venue elsewhere.

9.10 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior negotiations, correspondence and agreements between the parties with respect to the subject matter hereof, all of which are hereby terminated and of no further force and effect. This Agreement may not be modified or amended except by a written instrument signed by both parties to this Agreement.

9.11 Preparation of Agreement. This document has been negotiated by the parties and will not be construed against either the Buyer or Molieri.

9.12 Counterpart Execution; Fax Signature. This Agreement may be executed in one or more identical counterparts (including counterparts transmitted by electronic mail or facsimile) which, when taken together, will be fully effective as if each party had signed one and the same document. The parties agree that a facsimile transmission of the signed agreement constitutes an original and binding document.

9.13 Waiver of Trial by Jury. The Buyer and Molieri hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any action, proceeding, litigation or counterclaim based hereon, or arising out of, under or in connection with this Agreement, or any course of conduct, course of dealing, actions or statements (whether verbal or written) of either party in connection

herewith. This provision is a material inducement in executing this Agreement.

9.14 Severability. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the extent possible.

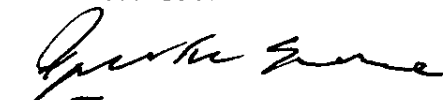
9.15 Time of the Essence. Time is of the essence with respect to the performance of all respective obligations of the parties under this Agreement.

9.16 Gender; Number. Words of any gender used in this Agreement shall be held to include any other gender; words in the singular number shall be held to include the plural; and words in the plural shall be held to include the singular; all when the sense requires.

9.17 Amendments. Prior to Closing, this Agreement may be amended or terminated by the parties without shareholder approval, to the extent provided by applicable law.

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

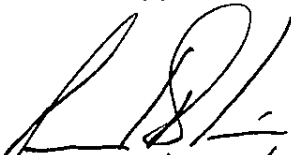
WITNESS:


Ignacio Duquesne

MOLIERI & CO., P.A.

By: 

WITNESS:


Gerardo De Leon

KLEIN, MENDEZ & ROTHBARD, LLC

By: 

By: 

EXHIBITS