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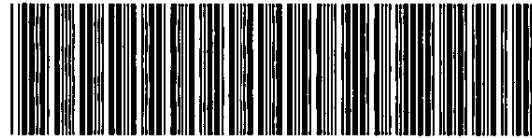
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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13 OCT 11 PM 2:58

FILED
10/11/13 2:58 PM
CLERK OF COURT
CLERK OF COURT

EFFECTIVE DATE

Oct 30, 2013

Morgan/CC
(1a 10.21.13

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Neiman Wealth Management, 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:

Tripp Vitto, Esq.

Contact Person

Saraga & Lipsky, P.A.

Firm/Company

201 N.E. First Avenue

Address

Delray Beach, Florida 33444

City, State and Zip Code

bob@bobneiman.com

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

For further information concerning this matter, please call:

Tripp Vitto at (561) 330-0660

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

**Certificate of Merger
of
Neiman Wealth Management, LLC,
a New York limited liability company**

into

**Neiman Wealth Management, LLC,
a Florida limited liability company**

Dated: October 10, 2013

EFFECTIVE DATE

OCT 30, 2013

FILED
13 OCT 11 PM 2:55
CLERK OF CIRCUIT COURT
IN AND FOR THE STATE OF FLORIDA

The following Articles of Merger are being submitted in accordance with Section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST

The exact name, street address of its principal office, jurisdiction, and entity type for the *merging* party is as follows:

Name and Street Address:

Neiman Wealth Management, LLC
16556 Gateway Bridge Drive
Delray Beach, Florida 33446

Jurisdiction:

New York

Entity Type:

limited liability company

Florida Document/Registration Number: 400230080444

FEI Number: 72-1571333

SECOND

The exact name, street address of its principal office, jurisdiction, and entity type of the *surviving* party is as follows:

Name and Street Address:

Neiman Wealth Management, LLC
16556 Gateway Bridge Drive
Delray Beach, Florida 33446

Jurisdiction:

Florida

Entity Type:

limited liability company

Florida Document/Registration Number:

FEI Number: 72-1571333

THIRD

The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH

If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH

If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH

If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership, and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH

If applicable, the surviving entity has obtained the written consent of each member, or person that as a result of the merger is now a member of the surviving entity pursuant to Section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH

The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH

The merger shall become effective as of: **October 30, 2013.**

TENTH

The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, Neiman Wealth Management, LLC, a Florida limited liability company and Neiman Wealth Management, LLC, a New York limited liability company has caused these Articles of Merger to be duly executed.

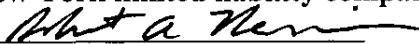
**Neiman Wealth Management, LLC,
a Florida limited liability company**

By: 

Name: Robert A. Neiman

Title: President

**Neiman Wealth Management, LLC,
a New York limited liability company**

By: 

Name: Robert A. Neiman

Title: President

X:\The Firm\clients\Neiman, Bob\Neiman Wealth Management, LLC\Draft Merger Documents\FL. Articles of Merger NWM.doc

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER, dated as of **October 10, 2013** (this "**Plan of Merger**"), by and between **Neiman Wealth Management, LLC, a Florida limited liability company** (the "**Surviving Company**") and **Neiman Wealth Management, LLC, a New York limited liability company** (the "**Merging Company**"). The Surviving Company and the Merging Company are herein sometimes referred to each as a "**Constituent Company**" and together as the "**Constituent Companies**".

RECITALS:

A. The Managers of each Constituent Company have deemed it advisable and in the best interest of such Constituent Company and its respective Members that the Merging Company be merged with and into the Surviving Company (the "**Merger**"), with the Surviving Company being the company surviving the Merger, on the terms and subject to the conditions set forth in this Plan of Merger, effective as of the filing of Certificates of Merger with the Secretary of State of the State of New York and the Secretary of State of the State of Florida, as set forth below (the "**Effective Time**").

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Names of Constituent Companies; Outstanding Units

The current name of the Surviving Company, which is the name under which it was formed, is **Neiman Wealth Management, LLC, a Florida limited liability company**. The current name of the Merging Company, which is the name under which it was formed, is **Neiman Wealth Management, LLC, a New York limited liability company**.

The total authorized number of units of the Surviving Company is two hundred (200) units of which one hundred (100) units are issued and outstanding as of the date of this Plan of Merger (the "**Surviving Companies' Units**"), at no par value unit. The total authorized number of units of the Merging Company is one hundred (100) units of which one hundred (100) units are issued and outstanding as of the date of this Plan of Merger (the "**Merging Companies' Units**"), at no par value unit. The Members of the Surviving Company and the Merging Company are entitled to vote on the Plan of Merger.

ARTICLE II

Terms of Merger

2.1 At the Effective Time, the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company as the surviving company in the Merger, and the separate existence of the Merging Company shall cease to exist.

2.2 At the Effective Time:

(i) each issued and outstanding unit of the Merging Company, by virtue of the Merger and without any action on the part of the holder thereof, shall be changed and converted into one (1) unit of a Surviving Company; and

(ii) each Surviving Company unit which is issued and outstanding immediately prior to the Effective Time shall not be affected by the Merger and shall remain issued and outstanding at and immediately following the Effective Time.

2.3 **Schedule A** hereto sets forth (i) the names of, and the number of Merging Company units held by, the holders of the issued and outstanding Merging Company's units immediately prior to the Effective Time as applicable, into which such units of Merging Company units shall be converted by virtue of the Merger.*

2.4 **Schedule B** hereto sets forth the names of, and the number of Surviving Company units to be held by, the holders of the issued and outstanding Surviving Company units immediately following the Effective Time.*

ARTICLE III Certificates of Merger

3.1 This Plan of Merger shall be submitted to the Members of each of the Constituent Companies. If this Plan of Merger is duly adopted by the requisite votes of the Members of each Constituent Company, (i) a Certificate of Merger in the form annexed hereto as **Exhibit A** (the "**New York Certificate of Merger**"), executed in accordance with the Business Corporation Law of the State of New York, shall be filed with the New York Secretary of State and (ii) a Certificate of Merger in the form annexed hereto as **Exhibit B** (the "**Florida Certificate of Merger**"), executed in accordance with Section 608.438 of the Florida Limited Liability Company Law shall be filed with the Florida Secretary of State.

3.2. The Merger shall become effective at the Effective Time.

3.3. The New York Certificate of Merger and the Florida Certificate of Merger are each incorporated herein as if set forth in full herein.

3.4. Subject to approval of the Merger by the Members of the Constituent Companies, each Constituent Company (prior to the Merger) and the Surviving Company (following the Merger) shall from time to time, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

3.5. The Merger shall have the effects set forth in the New York Business Corporation Law ("**NYBCL**"), Florida Limited Liability Company Law ("**FLLCL**") and this Plan of Merger.

* The schedules have been circulated to the Members of each Company and are to be redacted in any public filing.

Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of Merging Company shall cease, and all the property, rights, privileges, powers and franchises of Merging Company and Surviving Company shall vest in the Surviving Company, and all debts, liabilities and duties of Merging Company and Surviving Company shall become the debts, liabilities and duties of the Surviving Company.

ARTICLE IV

Certificate of Organization and Operating Agreements

4.1. The Articles of Organization of the Surviving Company in effect immediately prior the Effective Time shall be the Articles of Organization of the Surviving Company, to remain unchanged until amended in accordance with the FLLCL.

4.2. The Operating Agreement of Surviving Company in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company, to remain unchanged until amended in accordance with the provisions thereof.

4.3. The Managing Members of the Surviving Company immediately prior to the Effective Time shall continue to be the Managing Members of the Surviving Company at and after the Effective Time to serve until the expiration of their terms and until their successors are elected and qualified. The officers of the Surviving Company immediately prior to the Effective Time shall continue as the officers of the Surviving Company at and after the Effective Time to serve at the pleasure of the Managing Members.

ARTICLE V

Conditions to the Merger; Amendment and Termination

5.1 At any time prior to the Effective Time, this Plan of Merger may be amended, terminated or abandoned by the Members of either or both of the Constituent Companies, notwithstanding favorable action on the Merger by the Members or Managers of either or both of the Constituent Companies.

5.2 Conditions to the Obligations of the Constituent Companies to Effect the Merger. The respective obligation of each Constituent Company to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(i) The Plan of Merger shall have been approved by the Members of each Constituent Company entitled to vote thereon in the manner provided in the NYBCL and FLLCL.

(ii) No statute, rule, regulation, executive order, decree, ruling, injunction or other order (whether temporary, preliminary or permanent) shall have been enacted, entered, promulgated or enforced by any court or governmental authority of competent jurisdiction which prohibits, restrains, enjoins or restricts the consummation of the Merger; provided, however, that the Constituent Companies shall use their reasonable best efforts to cause any such decree, ruling, injunction or other order to be vacated or lifted.

ARTICLE VI
Miscellaneous


6.1 Copies of Plan of Merger. Executed copies of this Plan of Merger will be on file at the principal place of business of the Surviving Company in Boca Raton, Florida, and copies thereof will be furnished to any Member of either Constituent Company, upon request and without cost.

6.2 Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event that any signature page is delivered by facsimile transmission or by other electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or other electronically transmitted signature page were an original thereof. E-mail or other electronic correspondence (other than delivery of a signature page as an electronic image) shall not constitute a signature or writing for purposes of this Plan of Merger.

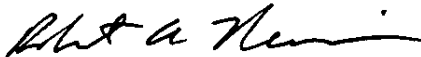
6.3 Governing Law. This Plan of Merger shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida (other than those which would defer to the substantive laws of another jurisdiction) and, so far as applicable, the merger provisions of the NYBCL.

IN WITNESS WHEREOF, each of the Constituent Companies has executed this Plan and Agreement of Merger as of the date first above written.

**Neiman Wealth Management, LLC,
a Florida limited liability company**

By: 
Name: Robert A. Neiman
Title: President

**Neiman Wealth Management, LLC,
a New York limited liability company**

By: 
Name: Robert A. Neiman
Title: President

Schedule A

MEMBER	Number of Units of Merging Companies Units held Immediately Prior to the Effective Time	Number Surviving Companies Units to be issued at the Effective Time
	Units	Units
	Units	Units

Schedule B

Member	Number of Units of Surviving Company to be Held Immediately Following the Effective Time

EXHIBIT A

New York Certificate of Merger

CERTIFICATE OF MERGER
of

**Neiman Wealth Management, LLC,
a New York limited liability company**

into

**Neiman Wealth Management, LLC,
a Florida limited liability company**

Dated: October 10, 2013

To the Secretary of State
of the State of New York

Under Section 904 of the Business Corporation Law it is hereby certified, upon behalf of each of the constituent companies herein named, as follows:

FIRST

The name and jurisdiction of formation or organization of each of the constituent entities which are to merge are as follows:

<u>Name:</u>	<u>Jurisdiction of Formation or Organization:</u>
Neiman Wealth Management, LLC	New York
Neiman Wealth Management, LLC	Florida

SECOND

An Agreement and Plan of Merger has been approved and executed by (i) **Neiman Wealth Management, LLC, a New York limited liability company** (the "**New York LLC**"), and (ii) **Neiman Wealth Management LLC, a Florida limited liability company** (the "**Florida LLC**"). The New York LLC and Florida LLC have obtained the written consent of each Member to the merger and have done so in accordance with the laws of its jurisdiction of organization and are in compliance with said laws.

THIRD

The name of the surviving limited liability company is **Neiman Wealth Management, LLC, a Florida limited liability company**.

FOURTH

As to Florida LLC the designation and number of total authorized outstanding units are two hundred (200) units and as to New York LLC the designation and number of total authorized outstanding units are one hundred (100) units.

FIFTH

The merger of the New York LLC into the Florida LLC shall be effective on October 30, 2013 at 5:06 P.M. Eastern Standard Time (the "**Effective Time**"). At the Effective Time (i) each issued unit of the New York LLC shall be changed and converted into one (1) unit in the Florida LLC and (ii) the separate existence of the New York LLC shall cease to exist. The outstanding and previously issued units of the Florida LLC shall remain outstanding and are not affected by the merger herein certified.

SIXTH

The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 16556 Gateway Bridge Drive Delray Beach, Florida 33446.

SEVENTH

The date upon which the Certificate of Organization of the New York LLC was filed by the New York Department of State is September 25, 2003.

EIGHTH

A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any Member of the Florida LLC and to any person holding an interest in the New York LLC.

IN WITNESS WHEREOF, Neiman Wealth Management, LLC, a Florida limited liability company and Neiman Wealth Management, LLC, a New York limited liability company has caused this Certificate of Merger to be duly executed.

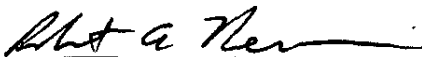
**Neiman Wealth Management, LLC,
a Florida limited liability company**

By: 

Name: Robert A. Neiman

Title: President

**Neiman Wealth Management, LLC,
a New York limited liability company**

By: 

Name: Robert A. Neiman

Title: President

EXHIBIT B

Florida Certificate of Merger

**Certificate of Merger
of
Neiman Wealth Management, LLC,
a New York limited liability company**

into

**Neiman Wealth Management, LLC,
a Florida limited liability company**

Dated: October 10, 2013

The following Articles of Merger are being submitted in accordance with Section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST

The exact name, street address of its principal office, jurisdiction, and entity type for the *merging* party is as follows:

Name and Street Address:

Neiman Wealth Management, LLC
16556 Gateway Bridge Drive
Delray Beach, Florida 33446

Jurisdiction:

New York

Entity Type:

limited liability company

Florida Document/Registration Number: 400230080444

FEI Number: 72-1571333

SECOND

The exact name, street address of its principal office, jurisdiction, and entity type of the *surviving* party is as follows:

Name and Street Address:

Neiman Wealth Management, LLC
16556 Gateway Bridge Drive
Delray Beach, Florida 33446

Jurisdiction:

Florida

Entity Type:

limited liability company

Florida Document/Registration Number:

FEI Number: 72-1571333

THIRD

The attached Plan of Merger meets the requirements of Section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH

If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH

If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH

If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership, and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH

If applicable, the surviving entity has obtained the written consent of each member, or person that as a result of the merger is now a member of the surviving entity pursuant to Section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH

The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH

The merger shall become effective as of: **October 30, 2013.**

TENTH

The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

IN WITNESS WHEREOF, Neiman Wealth Management, LLC, a Florida limited liability company and Neiman Wealth Management, LLC, a New York limited liability company has caused these Articles of Merger to be duly executed.

**Neiman Wealth Management, LLC,
a Florida limited liability company**

By: Robert A. Neiman

Name: Robert A. Neiman

Title: President

**Neiman Wealth Management, LLC,
a New York limited liability company**

By: Robert A. Neiman

Name: Robert A. Neiman

Title: President

X:\The Firm\clients\Neiman, Bob\Neiman Wealth Management, LLC\Draft Merger Documents\FL Articles of Merger NWM.doc

PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER, dated as of **October 10, 2013** (this "**Plan of Merger**"), by and between **Neiman Wealth Management, LLC, a Florida limited liability company** (the "**Surviving Company**") and **Neiman Wealth Management, LLC, a New York limited liability company** (the "**Merging Company**"). The Surviving Company and the Merging Company are herein sometimes referred to each as a "**Constituent Company**" and together as the "**Constituent Companies**".

RECITALS:

A. The Managers of each Constituent Company have deemed it advisable and in the best interest of such Constituent Company and its respective Members that the Merging Company be merged with and into the Surviving Company (the "**Merger**"), with the Surviving Company being the company surviving the Merger, on the terms and subject to the conditions set forth in this Plan of Merger, effective as of the filing of Certificates of Merger with the Secretary of State of the State of New York and the Secretary of State of the State of Florida, as set forth below (the "**Effective Time**").

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Names of Constituent Companies; Outstanding Units

The current name of the Surviving Company, which is the name under which it was formed, is **Neiman Wealth Management, LLC, a Florida limited liability company**. The current name of the Merging Company, which is the name under which it was formed, is **Neiman Wealth Management, LLC, a New York limited liability company**.

The total authorized number of units of the Surviving Company is two hundred (200) units of which one hundred (100) units are issued and outstanding as of the date of this Plan of Merger (the "**Surviving Companies' Units**"), at no par value unit. The total authorized number of units of the Merging Company is one hundred (100) units of which one hundred (100) units are issued and outstanding as of the date of this Plan of Merger (the "**Merging Companies' Units**"), at no par value unit. The Members of the Surviving Company and the Merging Company are entitled to vote on the Plan of Merger.

ARTICLE II

Terms of Merger

2.1 At the Effective Time, the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company as the surviving company in the Merger, and the separate existence of the Merging Company shall cease to exist.

2.2 At the Effective Time:

(i) each issued and outstanding unit of the Merging Company, by virtue of the Merger and without any action on the part of the holder thereof, shall be changed and converted into one (1) unit of a Surviving Company; and

(ii) each Surviving Company unit which is issued and outstanding immediately prior to the Effective Time shall not be affected by the Merger and shall remain issued and outstanding at and immediately following the Effective Time.

2.3 **Schedule A** hereto sets forth (i) the names of, and the number of Merging Company units held by, the holders of the issued and outstanding Merging Company's units immediately prior to the Effective Time as applicable, into which such units of Merging Company units shall be converted by virtue of the Merger.*

2.4 **Schedule B** hereto sets forth the names of, and the number of Surviving Company units to be held by, the holders of the issued and outstanding Surviving Company units immediately following the Effective Time.*

ARTICLE III Certificates of Merger

3.1 This Plan of Merger shall be submitted to the Members of each of the Constituent Companies. If this Plan of Merger is duly adopted by the requisite votes of the Members of each Constituent Company, (i) a Certificate of Merger in the form annexed hereto as **Exhibit A** (the "**New York Certificate of Merger**"), executed in accordance with the Business Corporation Law of the State of New York, shall be filed with the New York Secretary of State and (ii) a Certificate of Merger in the form annexed hereto as **Exhibit B** (the "**Florida Certificate of Merger**"), executed in accordance with Section 608.438 of the Florida Limited Liability Company Law shall be filed with the Florida Secretary of State.

3.2. The Merger shall become effective at the Effective Time.

3.3. The New York Certificate of Merger and the Florida Certificate of Merger are each incorporated herein as if set forth in full herein.

3.4. Subject to approval of the Merger by the Members of the Constituent Companies, each Constituent Company (prior to the Merger) and the Surviving Company (following the Merger) shall from time to time, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

3.5. The Merger shall have the effects set forth in the New York Business Corporation Law ("**NYBCL**"), Florida Limited Liability Company Law ("**FLLCL**") and this Plan of Merger.

* The schedules have been circulated to the Members of each Company and are to be redacted in any public filing.

Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the separate existence of Merging Company shall cease, and all the property, rights, privileges, powers and franchises of Merging Company and Surviving Company shall vest in the Surviving Company, and all debts, liabilities and duties of Merging Company and Surviving Company shall become the debts, liabilities and duties of the Surviving Company.

ARTICLE IV

Certificate of Organization and Operating Agreements

4.1. The Articles of Organization of the Surviving Company in effect immediately prior the Effective Time shall be the Articles of Organization of the Surviving Company, to remain unchanged until amended in accordance with the FLLCL.

4.2. The Operating Agreement of Surviving Company in effect immediately prior to the Effective Time shall be the Operating Agreement of the Surviving Company, to remain unchanged until amended in accordance with the provisions thereof.

4.3. The Managing Members of the Surviving Company immediately prior to the Effective Time shall continue to be the Managing Members of the Surviving Company at and after the Effective Time to serve until the expiration of their terms and until their successors are elected and qualified. The officers of the Surviving Company immediately prior to the Effective Time shall continue as the officers of the Surviving Company at and after the Effective Time to serve at the pleasure of the Managing Members.

ARTICLE V

Conditions to the Merger; Amendment and Termination

5.1 At any time prior to the Effective Time, this Plan of Merger may be amended, terminated or abandoned by the Members of either or both of the Constituent Companies, notwithstanding favorable action on the Merger by the Members or Managers of either or both of the Constituent Companies.

5.2 Conditions to the Obligations of the Constituent Companies to Effect the Merger. The respective obligation of each Constituent Company to effect the Merger shall be subject to the satisfaction at or prior to the Effective Time of the following conditions:

(i) The Plan of Merger shall have been approved by the Members of each Constituent Company entitled to vote thereon in the manner provided in the NYBCL and FLLCL.

(ii) No statute, rule, regulation, executive order, decree, ruling, injunction or other order (whether temporary, preliminary or permanent) shall have been enacted, entered, promulgated or enforced by any court or governmental authority of competent jurisdiction which prohibits, restrains, enjoins or restricts the consummation of the Merger; provided, however, that the Constituent Companies shall use their reasonable best efforts to cause any such decree, ruling, injunction or other order to be vacated or lifted.

ARTICLE VI
Miscellaneous


6.1 Copies of Plan of Merger. Executed copies of this Plan of Merger will be on file at the principal place of business of the Surviving Company in Boca Raton, Florida, and copies thereof will be furnished to any Member of either Constituent Company, upon request and without cost.

6.2 Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event that any signature page is delivered by facsimile transmission or by other electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or other electronically transmitted signature page were an original thereof. E-mail or other electronic correspondence (other than delivery of a signature page as an electronic image) shall not constitute a signature or writing for purposes of this Plan of Merger.

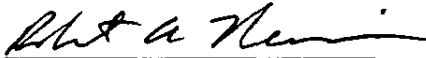
6.3 Governing Law. This Plan of Merger shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida (other than those which would defer to the substantive laws of another jurisdiction) and, so far as applicable, the merger provisions of the NYBCL.

IN WITNESS WHEREOF, each of the Constituent Companies has executed this Plan and Agreement of Merger as of the date first above written.

**Neiman Wealth Management, LLC,
a Florida limited liability company**

By: 
Name: Robert A. Neiman
Title: President

**Neiman Wealth Management, LLC,
a New York limited liability company**

By: 
Name: Robert A. Neiman
Title: President

Schedule A

MEMBER	Number of Units of Merging Companies Units held Immediately Prior to the Effective Time	Number Surviving Companies Units to be issued at the Effective Time
	Units	Units
	Units	Units

Schedule B

Member	Number of Units of Surviving Company to be Held Immediately Following the Effective Time