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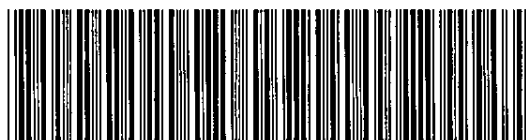
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Morgan
12/31/13

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CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Pinnacle Trading, LLC

Signature _____

Requested by: SETH

12/30/13

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

- _____ Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- ☒ _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- _____ Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

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12/31

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

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

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pinnacle Trading, LLC	CA	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>
Pinnacle Trading LLC	FL	Limited Liability Company

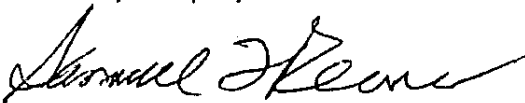
THIRD: The attached agreement and plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached agreement and 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: The effective date of the merger shall be the later of: (i) the date on which the California Certificate of Merger (as described in Section 1.07(a) of the attached agreement and plan of merger) is duly filed with the California Secretary of State; (ii) the date on which the Florida Certificate of Merger (as described in Section 1.07(b) of the attached agreement and plan of merger) is duly filed with the Florida Department of State, and (iii) the close of business on December 31, 2013, which is a date that is not more than ninety (90) days subsequent to the dates of filing of the California Certificate of Merger and the Florida Certificate of Merger.

SIXTH: Signature(s) for Each Party:

PINNACLE TRADING, LLC, a California
limited liability company

By 

Samuel T. Reeves, Member

(Signatures continued next page)

By _____
Charles S. Hulme, Member

By David B. MacFarlane
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

PINNACLE TRADING L.L.C. a Florida limited
liability company

By Samuel T. Reeves
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By David B. MacFarlane
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By  _____
R. Clay Spears, Member


By _____
Virginia Reeves Apple, Member

**PINNACLE TRADING LLC, a Florida limited
liability company**


By _____
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By  _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

By 
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

PINNACLE TRADING LLC, a Florida limited
liability company

By _____
Samuel T. Reeves, Manager and Member

By 
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By Virginia Reeves Apple
Virginia Reeves Apple, Member

**PINNACLE TRADING LLC, a Florida limited
liability company**

By _____
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By Virginia Reeves Apple
Virginia Reeves Apple, Member

**AGREEMENT OF MERGER
OF
PINNACLE TRADING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
INTO
PINNACLE TRADING LLC, A FLORIDA LIMITED LIABILITY COMPANY**

THIS AGREEMENT OF MERGER is made and entered into this 27th day of December, 2013, to be effective as of the Effective Date described in Section 1.02 of this Agreement, by and among (i) PINNACLE TRADING, LLC, a California limited liability company ("Pinnacle Trading, LLC - California"), (ii) PINNACLE TRADING LLC, a Florida limited liability company ("Pinnacle Trading LLC - Florida"), (iii) SAMUEL T. REEVES, a married man, (iv) CHARLES S. HULME, a married man, (v) DAVID B. MacFARLANE, a married man, (vi) R. CLAY SPEARS, a married man, and (vii) VIRGINIA REEVES APPLE, a married woman (individually, "Virginia Reeves Apple" and, collectively with Samuel T. Reeves, Charles S. Hulme, David B. MacFarlane and R. Clay Spears, the "Members").

RECITALS:

A. Pinnacle Trading, LLC – California is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California formed pursuant to that certain Certificate of Limited Liability Company (Form LLC-1) filed with the Secretary of State of the State of California (the "California Secretary of State") on July 6, 1995, and that certain Operating Agreement for Pinnacle Trading, LLC, a California limited liability company, made effective as of June 30, 1995, as amended by that certain Amendment to Operating Agreement of Pinnacle Trading, LLC dated January 1, 2001, entered into by and among the Members, as the members of Pinnacle Trading, LLC – California, (collectively, the "Pinnacle Trading, LLC – California's Operating Agreement").

B. Pinnacle Trading LLC – Florida is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida formed pursuant to those certain Electronic Articles of Organization For Florida Limited Liability Company filed with the Department of State of the State of Florida (the "Florida Department of State") on November 12, 2013, and that certain Operating Agreement for Pinnacle Trading LLC, a Florida limited liability company dated as of December __, 2013, entered into by and among the Members, as the members of the Pinnacle Trading LLC – Florida, (the "Pinnacle Trading LLC - Florida's Operating Agreement").

C. The parties intend that effective as of the Effective Date (as defined in Section 1.02 of this Agreement), Pinnacle Trading, LLC – California shall merge with and into Pinnacle Trading LLC - Florida (the "Merger") pursuant to the terms and subject to the conditions set forth in this Agreement and the applicable provisions of California and Florida law.

D. The parties desire to enter into this Agreement to set forth certain

provisions relating to the consummation of the Merger.

NOW, THEREFORE, in consideration of the foregoing Recitals and of the mutual covenants and agreements hereinafter set forth in this Agreement, the parties hereby agree as follows:

ARTICLE I THE MERGER

1.01 **Merger.** Pursuant to the terms and subject to the conditions set forth in this Agreement, effective as of the Effective Date, Pinnacle Trading, LLC – California shall be merged with and into Pinnacle Trading LLC - Florida under the applicable laws of the State of California and the laws of the State of Florida.

1.02 **Effective Date.** The effective date of the Merger shall be the later of: (i) the date on which the California Certificate of Merger (as described in Section 1.07(a) of this Agreement) is duly filed with the California Secretary of State; (ii) the date on which the Florida Certificate of Merger (as described in Section 1.07(b) of this Agreement) is duly filed with the Florida Department of State, and (iii) the close of business on December 31, 2013, which is a date that is not more than ninety (90) days subsequent to the dates of filing of the California Certificate of Merger and the Florida Certificate of Merger (the "Effective Date").

1.03 **Consequences of the Merger.** On the Effective Date:

- (a) The Merger shall become effective;
- (b) The separate existence of Pinnacle Trading, LLC – California, as the disappearing limited liability company, shall cease and Pinnacle Trading, LLC – California shall be merged with and into Pinnacle Trading LLC – Florida, as the surviving limited liability company;
- (c) The Merger shall have all of the effects provided by applicable law, including, without limitation, those effects prescribed by Section 17554 of the California Corporations Code and Section 608.4383 of the Florida Statutes, each of which provides that:
 - (i) Pinnacle Trading LLC - Florida shall succeed, without other transfer, act, or deed, to all the rights and property, whether real, personal, or mixed, of Pinnacle Trading, LLC – California, and shall be subject to all the debts and liabilities of the Pinnacle Trading, LLC – California in the same manner as if Pinnacle Trading LLC - Florida itself had incurred them;
 - (ii) All rights of creditors and all liens on the property of

Pinnacle Trading, LLC – California shall be preserved unimpaired and may be enforced against Pinnacle Trade LLC – Florida to the same extent as if the debt, liability, or duty that gave rise to the lien had been incurred or contracted by Pinnacle Trading LLC - Florida, provided that such liens shall be limited to the property of Pinnacle Trading, LLC - California affected thereby immediately before the Effective Date; and

(iii) Any action or proceeding pending by or against Pinnacle Trading, LLC - California may be prosecuted to judgment, that shall bind Pinnacle Trading LLC - Florida, or Pinnacle Trading LLC - Florida may be proceeded against or be substituted in Pinnacle Trading, LLC – California's place.

1.04 **Further Acts After the Effective Date.** If, at any time after the Effective Date, the Manager of Pinnacle Trading LLC - Florida considers or is advised that any further assignments, assurances, actions, or things are necessary or desirable (i) to vest, perfect, or confirm of record or otherwise in Pinnacle Trading LLC - Florida its right, title, or interest in, to, or under any of the rights, properties, or assets of Pinnacle Trading, LLC – California, or (ii) to otherwise carry out the terms of this Agreement, then the Manager of Pinnacle Trading LLC - Florida is authorized, in the name and on behalf of Pinnacle Trading, LLC - California, to execute and deliver all those things and to take and do all actions that may be necessary or desirable to vest, perfect, or confirm in Pinnacle Trading LLC - Florida all of the rights, title, and interests in, to, and under such rights, properties, and/or assets, or to otherwise carry out the provisions of this Agreement.

1.05 **Name and Place of Organization of the Surviving Limited Liability Company.** The name and place of organization of the surviving limited liability company are as follows:

Name: Pinnacle Trading LLC, a Florida limited liability company

Place of Organization: State of Florida

As a result of the Merger, the name of Pinnacle Trading LLC - Florida shall not change and shall remain "Pinnacle Trading LLC, a Florida limited liability company".

1.06 **Name and Place of Organization of the Disappearing Limited Liability Company.** The name and place of the disappearing limited liability company are as follows:

Name: Pinnacle Trading, LLC, a California limited liability company

Place of Organization: State of California

1.07 **Management of the Surviving Limited Liability Company.** Upon

consummation of the Merger, Samuel T. Reeves, as the Manager of Pinnacle Trading LLC - Florida, shall continue to manage Pinnacle Trading LLC - Florida pursuant to the terms and subject to the conditions of the Pinnacle Trading LLC - Florida's Operating Agreement and the applicable provisions of the Florida Statutes. No change to any provision of the Electronic Articles of Organization for a Florida Limited Liability Company of Pinnacle Trading LLC - Florida, or Pinnacle Trading LLC - Florida's Operating Agreement is required, or shall be made, in connection with the Merger.

1.08 **Filing Certificate of Merger.**

(a) **California Certificate of Merger.** Immediately following the execution of this Agreement, Pinnacle Trading, LLC - California and Pinnacle Trading LLC - Florida shall execute and acknowledge a Certificate of Merger (Form OBE Merger-1), substantially in the form attached hereto as Exhibit "A" and incorporated herein by this reference (the "California Certificate of Merger"), which California Certificate of Merger, together with filing fee, shall be delivered to the California Secretary of State for filing on or before the Effective Date.

(b) **Florida Certificate of Merger.** Immediately following the execution of this Agreement, Pinnacle Trading, LLC - California and Pinnacle Trading LLC - Florida shall execute and acknowledge a certificate of merger pursuant to Section 608.4382 of the Florida Statutes, substantially in the form attached hereto as Exhibit "B" and incorporated herein by this reference (the "Florida Certificate of Merger"), which, together with filing fee, shall be delivered to the Florida Department of State for filing on or before the Effective Date.

1.09 **Recording Certificate of Merger.**

(a) **State of California.** Immediately following the filing of the California Certificate of Merger with the California Secretary of State, the Manager of Pinnacle Trading LLC - Florida shall record, or cause to be recorded, pursuant to Section 17556 of the California Corporations Code, a certified copy of the California Certificate of Merger in the official records of all counties located within the State of California in which Pinnacle Trading, LLC - California owned real property, if any, for the purpose of vesting in Pinnacle Trading LLC - Florida all of the real property, or interests, title, and rights therein, owned by Pinnacle Trading, LLC - California prior to the Merger.

(b) **State of Florida.** Immediately following the filing of the Florida Certificate of Merger with the Florida Department of State, the Manager of Pinnacle Trading LLC - Florida shall record, or cause to be recorded, pursuant to Section 608.4382(2) of the of the Florida Statutes, a certified copy of the Florida Certificate of Merger in the official records of all counties located within the State of Florida in which Pinnacle Trading LLC - Florida owns real property, if any, for the purpose of vesting in Pinnacle Trading LLC - Florida all of the real property, or interests, title, and rights

therein, owned by Pinnacle Trading, LLC – California prior to the Merger.

ARTICLE II ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

2.01 **Articles of Organization.** Upon the consummation of the Merger, the Electronic Articles of Organization for Florida Limited Liability Company of Pinnacle Trading LLC - Florida in effect immediately before the Effective Date shall be the articles of organization of Pinnacle Trading LLC - Florida.

2.02 **Operating Agreement.** Upon the consummation of the Merger, Pinnacle Trading LLC - Florida's Operating Agreement shall be the operating agreement of Pinnacle Trading LLC - Florida.

ARTICLE III CONVERTING INTERESTS OF PINNACLE TRADING, LLC - CALIFORNIA

3.01 Conversion of Membership Interests in Pinnacle Trading, LLC - California.

(a) **Membership Interests.** Membership interests in both Pinnacle Trading, LLC - California and Pinnacle Trading LLC - Florida are represented by percentage ownership interests.

(b) **Conversion.** Effective as of the Effective Date, by virtue of the Merger and without further action on the part of the Members, as members of Pinnacle Trading LLC - California, the respective percentage ownership interests of the Members in Pinnacle Trading, LLC – California shall be converted into percentage ownership interests in Pinnacle Trading LLC - Florida equal to their respective percentage ownership interests in Pinnacle Trading, LLC – California as follows:

(i) **Samuel T. Reeves.** As of the Effective Date, Samuel T. Reeves owns a ninety-three and no/100 percent (93.00%) ownership interest in Pinnacle Trading, LC – California, and a ninety-three and no/100 percent (93.00%) ownership interest in Pinnacle Trading LLC - Florida. Effective as of the Effective Date, by virtue of the Merger, Samuel T. Reeves will own a ninety-three and no/100 percent (93.00%) ownership interest in Pinnacle Trading LLC - Florida.

(ii) **Charles S. Hulme.** As of the Effective Date, Charles S. Hulme owns a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading, LC – California, and a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading LLC - Florida. Effective as of the Effective Date, by virtue of the Merger, Charles S. Hulme will own a two and no/100 percent

(2.00%) ownership interest in Pinnacle Trading LLC - Florida.

(iii) **David B. MacFarlane.** As of the Effective Date, David B. MacFarlane owns a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading, LC – California, and a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading LLC - Florida. Effective as of the Effective Date, by virtue of the Merger, David B. MacFarlane will own a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading LLC - Florida.

(iv) **R. Clay Spears.** As of the Effective Date, R. Clay Spears owns a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading, LC – California, and a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading LLC - Florida. Effective as of the Effective Date, by virtue of the Merger, R. Clay Spears will own a two and no/100 percent (2.00%) ownership interest in Pinnacle Trading LLC - Florida.

(v) **Virginia Reeves Apple.** As of the Effective Date, Virginia Reeves Apple owns a one and no/100 percent (1.00%) ownership interest in Pinnacle Trading, LC – California, and a one and no percent (1.00%) ownership interest in Pinnacle Trading LLC - Florida. Effective as of the Effective Date, by virtue of the Merger, Virginia Reeves Apple will own a one and no/100 percent (1.00%) ownership interest in Pinnacle Trading LLC - Florida.

ARTICLE IV TAX MATTERS

4.01 Tax Treatment of the Disappearing Limited Liability Company and the Surviving Limited Liability Company.

(a) **The Disappearing Limited Liability Company.** Pinnacle Trading, LLC - California is classified and treated as a partnership for Federal and State income tax purposes, including, without limitation, for California and Florida income tax purposes.

(b) **The Surviving Limited Liability Company.** Pinnacle Trading LLC - Florida is classified and treated as a partnership for Federal and State income tax purposes, including, without limitation, for Florida income tax purposes.

4.02 Tax Treatment and Effect of the Merger. As a result of the Merger, Pinnacle Trading LLC - Florida, as the resulting partnership, shall be considered a continuation of Pinnacle Trading, LLC - California, as the merging partnership, for Federal tax purposes under Section 708(b)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and Section 1.708-1(c)(1) of the Treasury Regulations, for California income tax purposes under Section 17851 of the California Revenue and Taxation Code (the "R&T Code"),

and for Florida income tax purposes under Section 220.02(1) of the Florida Statutes. Under Section 1.708-1(c)(2) of the Treasury Regulations, Pinnacle Trading LLC - Florida, as a continuation of Pinnacle Trading, LLC - California, shall retain the employer identification number of Pinnacle Trading, LLC - California and shall otherwise comply with the provisions of Section 1.708-1(c) of the Treasury Regulations.

4.03 **California Tax Obligations.**

(a) **Filing and Payment Obligations.** Under Section 17554.5(a) of the R&T Code, upon the Merger, Pinnacle Trading LLC - Florida, as the surviving limited liability company, shall be deemed to have assumed the liability of Pinnacle Trading, LLC - California, as the disappearing limited liability company, for the following:

(i) To prepare and file, or to cause to be prepared and filed, tax and information returns otherwise required of Pinnacle Trading, LLC - California, as the disappearing limited liability company, as specified in Chapter 2 (commencing with Section 18501) of Part 10.2 of Division 2 of the R&T Code; and

(ii) To pay any tax liability determined to be due to the State of California.

(b) **Notice to the California Franchise Tax Board.** Under Section 17554.5(b) of the R&T Code, the California Secretary of State is required to notify the California Franchise Tax Board of the Merger if Pinnacle Trading LLC is registered or qualified to do business in the State of California.

ARTICLE V REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.01 **Representations, Warranties, and Covenants of Pinnacle Trading, LLC - California.** Pinnacle Trading, LLC - California hereby represents, warrants, and covenants to Pinnacle Trading LLC - Florida and the members of Pinnacle Trading LLC - Florida as follows:

(a) **Organization and Standing.** Pinnacle Trading, LLC - California is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California, and has all necessary limited liability powers to own its properties and to operate its businesses as now owned and operated by it.

(b) **Authority.** The execution by the Members shown on the signature page, delivery, and performance of this Agreement, and any documents to be executed concurrently with this Agreement or pursuant to this Agreement, have been duly authorized by the unanimous consent of the members of Pinnacle Trading, LLC -

California, and no other membership approvals are necessary for the consummation by Pinnacle Trading, LLC - California of its obligations under this Agreement, or any such other documents.

(c) **Compliance With Laws.** Pinnacle Trading, LLC – Pinnacle Trading, LLC - California has complied, and is in compliance with, all contracts and agreements to which it is a party or bound, and with all applicable statutes, laws, orders, ordinances, rules, regulations, codes, requirements, covenants, conditions, restrictions, judgments, and/or decrees of and Federal, State, or local governmental body or agency.

(d) **No Prospective Violations.** The execution and delivery of this Agreement, the incurrence of the obligations of Pinnacle Trading, LLC – California set forth in this Agreement, the consummation of the transactions contemplated by this Agreement, and/or the compliance with the terms of this Agreement by Pinnacle Trading, LLC – California will not (i) conflict with, or result in a breach or violation of, any of the terms, conditions, or provisions of, or constitute a breach or default under, any bond, note, other evidence of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, security agreement, lease, or other agreement or instrument to which Pinnacle Trading, LLC – California is a party or by which Pinnacle Trading, LLC – California may be bound, or (ii) violate any applicable statutes, laws, orders, ordinances, rules, regulations, codes, requirements, covenants, conditions, restrictions, judgments, rulings, and/or decrees of any court or quasi-judicial or administrative agency of any Federal, State, or local government or agency, body, and/or subdivision, of any arbitrator, or of any other person.

(e) **Performance.** Pinnacle Trading, LLC - California shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that it is required to perform, comply with, and/or satisfy under this Agreement.

5.02 **Representations, Warranties, and Covenants of Pinnacle Trading LLC - Florida.** Pinnacle Trading LLC - Florida hereby represents, warrants, and covenants to Pinnacle Trading, LLC - California and the Members of Pinnacle Trading, LLC - California as follows:

(a) **Organization and Standing.** Pinnacle Trading LLC - Florida is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and has all necessary limited liability company powers to own its properties and to operate its businesses as now owned and operated by it.

(b) **Authority.** The execution by the Manager and by the Members shown on the signature page, delivery, and performance of this Agreement, and any documents to be executed concurrently with this Agreement or pursuant to this Agreement, have been duly authorized by the Manager and the unanimous consent of the members of Pinnacle Trading LLC - Florida, and no other membership approvals are

necessary for the consummation by Pinnacle Trading LLC - Florida of its obligations under this Agreement, or any such other documents.

(c) **Compliance With Laws.** Pinnacle Trading LLC - Florida has complied, and is in compliance with, all contracts and agreements to which it is a party or bound, and with all applicable statutes, laws, orders, ordinances, rules, regulations, codes, requirements, covenants, conditions, restrictions, judgments, and/or decrees of and Federal, State, or local governmental body or agency.

(d) **No Prospective Violations.** The execution and delivery of this Agreement, the incurrence of the obligations of Pinnacle Trading LLC - Florida set forth in this Agreement, the consummation of the transactions contemplated by this Agreement, and/or the compliance with the terms of this Agreement by Pinnacle Trading LLC - Florida will not (i) conflict with, or result in a breach or violation of, any of the terms, conditions, or provisions of, or constitute a breach or default under, any bond, note, other evidence of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, security agreement, lease, or other agreement or instrument to which Pinnacle Trading LLC - Florida is a party or by which Pinnacle Trading LLC - Florida may be bound, or (ii) violate any applicable statutes, laws, orders, ordinances, rules, regulations, codes, requirements, covenants, conditions, restrictions, judgments, rulings, and/or decrees of any court or quasi-judicial or administrative agency of any Federal, State, or local government or agency, body, and/or subdivision, of any arbitrator, or of any other person.

(e) **Performance.** Pinnacle Trading LLC - Florida shall timely perform and comply with all covenants and agreements, and satisfy all conditions, that it is required to perform, comply with, and/or satisfy under this Agreement.

5.03 Representations, Warranties, and Covenants of the Members.

Each of the Members hereby represent, warrant, and covenant to Pinnacle Trading, LLC - California, Pinnacle Trading LLC - Florida, and each of the other Members as follows:

(a) **Authority.** He or she has the full right, power, legal capacity, and legal authority to execute and enter into this Agreement, to merge Pinnacle Trading LLC - California into Pinnacle Trading LLC - Florida pursuant to this Agreement, and to execute all other documents and to perform all other actions as may be necessary or appropriate in connection with the performance of this Agreement without the consent or approval of any other person, other than his or her spouse, which consent or approval has been obtained as set forth in his or her spouse's Consent of Spouse attached hereto and incorporated herein by this reference.

(b) **Compliance with Laws.** He or she has complied, and is in compliance with, all contracts and agreements to which he or she is a party or bound, and with all applicable statutes, laws, orders, ordinances, rules, regulations, codes,

requirements, covenants, conditions, restrictions, judgments, and/or decrees of and Federal, State, or local governmental body or agency.

(c) **No Prospective Violations.** His or her execution and delivery of this Agreement, incurrence of his or her obligations set forth in this Agreement, consummation of the transactions contemplated by this Agreement, and/or compliance with the terms of this Agreement will not (i) conflict with, or result in a breach or violation of, any of the terms, conditions, or provisions of, or constitute a breach or default under, any bond, note, other evidence of indebtedness, contract, indenture, mortgage, deed of trust, loan agreement, security agreement, lease, or other agreement or instrument to which he or she is a party or by which he or she may be bound, or (ii) violate any applicable statutes, laws, orders, ordinances, rules, regulations, codes, requirements, covenants, conditions, restrictions, judgments, rulings, and/or decrees of any court or quasi-judicial or administrative agency of any Federal, State, or local government or agency, body, and/or subdivision, of any arbitrator, or of any other person.

(d) **Performance.** He or she shall timely perform and comply with all covenants and agreements, and shall satisfy all conditions, that he or she is required to perform, comply with, or satisfy in this Agreement.

ARTICLE VI AMENDMENT OF THE AGREEMENT OF MERGER OR ABANDONMENT OF THE MERGER

6.01 **Amendment of the Agreement of Merger.** This Agreement may be amended prior to the filing of either the California Certificate of Merger or the Florida Certificate of Merger if the amendment is approved by the vote of a majority in interest of the Members, provided, however, that if the amendment changes any of the principal terms of this Agreement, then such amendment must be approved by Pinnacle Trading, LLC - California and by Pinnacle Trading LLC - Florida.

6.02 **Abandonment of the Merger.** The Merger may be abandoned by the Members if such abandonment is approved by the vote of a majority in interest of the Members, subject to the contractual rights, if any, of third parties, including, without limitation, Pinnacle Trading, LLC - California and/or Pinnacle Trading LLC - Florida, at any time before the Merger is effective.

ARTICLE VII MISCELLANEOUS

7.01 **Survival of Agreement.** The provisions of this Agreement, and the covenants and conditions contained in this Agreement, shall be continuous and shall survive the Merger, and the dissolution and liquidation of Pinnacle Trading LLC - Florida.

7.02 **Effect of Headings.** The subject headings of the articles, sections, and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

7.03 **Entire Agreement.** This Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties pertaining to the Merger, and supersedes any and all other agreements, whether oral or written, between Pinnacle Trading, LLC - California, the Members (as the members of Pinnacle Trading, LLC - California), Pinnacle Trading LLC - Florida, the Members (as the members of Pinnacle Trading LLC - Florida) with respect thereto. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties to this Agreement.

7.04 **Waiver.** A waiver of any breach of this Agreement by any party to this Agreement shall not constitute a continuing waiver, or a waiver of any subsequent breach of the same, or a waiver of any breach of another, provision of this Agreement.

7.05 **Counterparts; Facsimile and Electronic Signature Pages.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. A facsimile or electronic copy of the signature page signed by any party to this Agreement may be accepted as an original signature page of this Agreement.

7.06 **Assignment.** No party to this Agreement may assign all or any part of this Agreement, or any interest therein, or delegate all or any part of his, her, or its duties or obligations under this Agreement, without the prior written consent of the other parties to this Agreement.

7.07 **Binding Effect.** Subject to Section 7.06 of this Agreement, the provisions of this Agreement, and the covenants and conditions contained in this Agreement, shall be continuous and shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties to this Agreement.

7.08 **Professionals' Fees.** If any suit, action or proceeding of any kind (an "Action") is brought by any party to this Agreement to enforce, defend or interpret any provision of this Agreement (including, without limitation, an Action for declaratory relief or any proceeding in the Bankruptcy Court in which any party to this Agreement is a debtor), the prevailing party in such Action shall recover from the other parties to such Action all reasonable costs and expenses which the prevailing party may incur in bringing such Action (including, without limitation, any bankruptcy proceeding involving issues peculiar to bankruptcy law in which any party to this Agreement takes any legal action to protect or enforce his rights) and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such Action and shall be paid whether or not such Action is prosecuted to judgment. For purposes of this Section 7.08, the "prevailing party" means the party entitled to recover costs of suit, whether or not any Action proceeds to final judgment. Any judgment or

order entered in such Action shall specifically provide for the recovery of all reasonable costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, costs and expenses incurred in enforcing such judgment. For purposes of this Section 7.08, "costs and expenses" shall include all court costs and all reasonable attorneys', paralegals', and other professionals' fees and costs.

7.09 Further Action. If any further action is necessary to carry out the purposes of this Agreement, each of the parties to this Agreement shall take such further action, including, without limitation, the execution and delivery of such further instruments and documents, as any other party may reasonably request.

7.10 Notices. Except as otherwise expressly provided in this Agreement, all notices, requests, demands, and other communications required under this Agreement shall be in writing and shall be deemed to have been given (i) on the date of service, if served personally on the person to whom notice is to be given, (ii) on the date of receipt, if sent by facsimile or electronic mail to the person to whom notice is to be given at the facsimile number or electronic mail address set forth below, or (iii) on the third day after mailing, if mailed to the person to whom notice is to be given, by certified or registered mail, postage prepaid, and properly addressed as follows:

Pinnacle Trading, LLC at:

Pinnacle Trading, LLC
5260 North Palm Avenue, Suite 219
Fresno, California 93704
Attn: Samuel T. Reeves, Member
Facsimile Number: (561) 630-5936
Electronic Mail Address:
sam@ptllc.com

Pinnacle Trading LLC at:

Pinnacle Trading LLC
11300 U.S. Highway 1, Suite 203
Palm Beach Gardens, Florida 33408
Attn: Samuel T. Reeves, Manager
Facsimile Number: (561) 630-5936
Electronic Mail Address:
sam@ptllc.com

Samuel T. Reeves at:

Samuel T. Reeves
12167 Turtle Beach Road
Palm Beach Gardens, Florida 33408
Facsimile Number: (561) 630-5936
Electronic Mail Address:
sam@ptllc.com

Charles S. Hulme at:

Charles S. Hulme
PO Box 1733
Pebble Beach, California 5953-1733
Facsimile Number: (831) 646-2089
Electronic Mail Address:
scotthulme@sbcglobal.net

David B. MacFarlane at:

David B. MacFarlane
2 Pheasant Lane
Greenwich, Connecticut 06830-3843
Facsimile Number: (203) 629-8782
Electronic Mail Address:
dmac@drakeadvisors.com

R. Clay Spears at:

R. Clay Spears
4108 University Blvd.
Houston, Texas 77005-2714
Facsimile Number: (713) 336-7711
Electronic Mail Address:
cspears@signal-hill.net

Virginia Reeves Apples at:

Virginia Reeves Apples
1220 Park Avenue, Apt 13B
New York, New York 10128
Facsimile Number: (212) 479-2527
Electronic Mail Address:
virginiarapple@gmail.com

Any party may change his, her, or its address, facsimile number, or electronic mail address for purposes of this Section 7.10 by giving written notice of such change to the other parties in the manner provided for in this Section 7.10.

7.11 **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, excluding the conflicts of laws provisions thereof to the extent that they might allow another State's laws to apply. The parties to this Agreement agree that venue for any litigation arising under this Agreement shall be in the County of Palm Beach, State of Florida, if instituted in the State courts, or the Southern District of Florida, if instituted in the Federal courts.

7.12 **Construction.** All words used in this Agreement shall be construed to include the plural, as well as the singular number, and vice versa; all words used in this Agreement in the present tense shall include the future, as well as the present; and all words used in this Agreement in masculine gender shall include the feminine and neuter genders, whenever the context so indicates.

7.13 **Partial Invalidity.** If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above to be effective as of the Effective Date.

"Pinnacle Trading, LLC - California"

PINNACLE TRADING, LLC, a California limited liability company

By Samuel T. Reeves
Samuel T. Reeves, Member

By _____
Charles S. Hulme, Member

By David B. MacFarlane
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

"Pinnacle Trading LLC - Florida"

PINNACLE TRADING LLC, a Florida limited liability company

By Samuel T. Reeves
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By David B. MacFarlane
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

7.13 **Partial Invalidity**. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above to be effective as of the Effective Date.

"Pinnacle Trading, LLC - California"

PINNACLE TRADING, LLC, a California limited liability company.

By _____
Samuel T. Reeves, Member

By  _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member


By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

"Pinnacle Trading LLC - Florida"

PINNACLE TRADING LLC, a Florida limited liability company

By _____
Samuel T. Reeves, Manager and Member

By  _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

7.13 **Partial Invalidity**. If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above to be effective as of the Effective Date.

"Pinnacle Trading, LLC - California"

PINNACLE TRADING, LLC, a California limited liability company

By _____
Samuel T. Reeves, Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

"Pinnacle Trading LLC - Florida"

PINNACLE TRADING LLC, a Florida limited liability company

By _____
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

7.13 **Partial Invalidity.** If any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement, including, without limitation, the portions thereof not held to be invalid, void or unenforceable, shall nevertheless continue to be in full force and effect without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above to be effective as of the Effective Date.

"Pinnacle Trading, LLC - California"

PINNACLE TRADING, LLC, a California limited liability company

By _____
Samuel T. Reeves, Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By  _____
Virginia Reeves Apple, Member

"Pinnacle Trading LLC - Florida"

PINNACLE TRADING LLC, a Florida limited liability company

By _____
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By Virginia Apple
Virginia Reeves Apple, Member

Members

SAMUEL T. REEVES, a married man

CHARLES S. HULME, a married man

DAVID B. MacFARLANE, a married man

R. CLAY SPEARS, a married man

Virginia Apple
VIRGINIA REEVES APPLE, a married woman


RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:41P FROM: 0

P.004
TO: 18314553102 P.4

By _____
Virginia Reeves Apple, Member

Members

SAMUEL T. REEVES, a married man

CHARGES S. HULME, a married man

DAVID B. MacFARLANE, a married man

R. CLAY SPEARS, a married man

VIRGINIA REEVES APPLE, a married woman

By _____
Virginia Reeves Apple, Member

Members

SAMUEL T. REEVES, a married man



CHARLES S. HULME, a married man

DAVID B. MacFARLANE, a married man

R. CLAY SPEARS, a married man

VIRGINIA REEVES APPLE, a married woman

By _____
Virginia Reeves Apple, Member

Members

SAMUEL T. REEVES, a married man

CHARLES S. HULME, a married man

DAVID B. MacFARLANE, a married man



R. CLAY SPEARS, a married man

VIRGINIA REEVES APPLE, a married woman

CONSENT OF SPOUSE
OF
SAMUEL T. REEVES

I, Elizabeth Webb Reeves, certify that:

1. I am the spouse of Samuel T. Reeves, one of the members of Pinnacle Trading, LLC, a California limited liability company, and one of the members of Pinnacle Trading LLC, a Florida limited liability company, who signed the foregoing Agreement of Merger of Pinnacle Trading, LLC, a California Limited Liability Company, into Pinnacle Trading LLC, a Florida Limited Liability Company (the "Agreement of Merger").

2. I have read the Agreement of Merger.

3. I agree to be bound by, and to accept, all of the provisions of the Agreement of Merger, in lieu of any interest which I may have in the membership interests of Pinnacle Trading, LLC, a California limited liability company, and/or Pinnacle Trading LLC, a Florida limited liability company, now or in the future registered in the name of Samuel T. Reeves, or in which he has any right or interest, whether such membership rights or interests are community property or otherwise.

Executed this 27th day of December, 2013, at North Palm Beach, Florida.

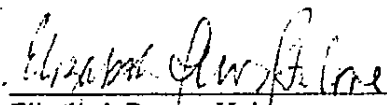

Elizabeth Webb Reeves

CONSENT OF SPOUSE
OF
CHARLES S. HULME

I, Elizabeth Reeves Hulme, certify that:

1. I am the spouse of Charles S. Hulme, one of the members of Pinnacle Trading, LLC, a California limited liability company and one of the members of Pinnacle Trading LLC, a Florida limited liability company, who signed the foregoing Agreement of Merger of Pinnacle Trading, LLC, a California Limited Liability Company, Into Pinnacle Trading LLC, a Florida Limited Liability Company (the "Agreement of Merger").
2. I have read the Agreement of Merger.
3. I agree to be bound by, and to accept, all of the provisions of the Agreement of Merger, in lieu of any interest which I may have in the membership interests of Pinnacle Trading, LLC, a California limited liability company, and/or Pinnacle Trading LLC, a Florida limited liability company, now or in the future registered in the name of Charles S. Hulme, or in which he has any right or interest, whether such membership rights or interests are community property or otherwise.

Executed this 27th day of December, 2013, at Pebble Beach, California.


Elizabeth Reeves Hulme

RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:41P FROM: 0

TO: 18314553102

P.005
P.5

**CONSENT OF SPOUSE
OF
DAVID B. MacFARLANE**

I, Annesley Reeves MacFarlane, certify that:

1. I am the spouse of David B. MacFarlane, one of the members of Pinnacle Trading, LLC, a California limited liability company and one of the members of Pinnacle Trading LLC, a Florida limited liability company, who signed the foregoing Agreement of Merger of Pinnacle Trading, LLC, a California Limited Liability Company, Into Pinnacle Trading LLC, a Florida Limited Liability Company (the "Agreement of Merger").
2. I have read the Agreement of Merger.
3. I agree to be bound by, and to accept, all of the provisions of the Agreement of Merger, in lieu of any interest which I may have in the membership interests of Pinnacle Trading, LLC, a California limited liability company, and/or Pinnacle Trading LLC, a Florida limited liability company, now or in the future registered in the name of David B. MacFarlane, or in which he has any right or interest, whether such membership rights or interests are community property or otherwise.

Executed this 26th day of December, 2013, at Turks and Caicos Islands,
Bahamas.

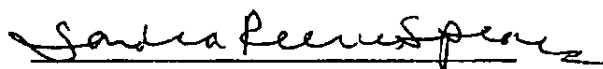

Annesley Reeves MacFarlane

CONSENT OF SPOUSE
OF
R. CLAY SPEARS

I, Sandra Reeves Spears, certify that:

1. I am the spouse of R. Clay Spears, one of the members of Pinnacle Trading, LLC, a California limited liability company and one of the members of Pinnacle Trading LLC, a Florida limited liability company, who signed the foregoing Agreement of Merger of Pinnacle Trading, LLC, a California Limited Liability Company, Into Pinnacle Trading LLC, a Florida Limited Liability Company (the "Agreement of Merger").
2. I have read the Agreement of Merger.
3. I agree to be bound by, and to accept, all of the provisions of the Agreement of Merger, in lieu of any interest which I may have in the membership interests of Pinnacle Trading, LLC, a California limited liability company, and/or Pinnacle Trading LLC, a Florida limited liability company, now or in the future registered in the name of R. Clay Spears, or in which he has any right or interest, whether such membership rights or interests are community property or otherwise.

Executed this 27 day of December, 2013, at Houston, Texas.


Sandra Reeves Spears

CONSENT OF SPOUSE
OF
VIRGINIA REEVES APPLE


I, David F Apple III, certify that:

1. I am the spouse of Virginia Reeves Apple, one of the members of Pinnacle Trading, LLC, a California limited liability company and one of the members of Pinnacle Trading LLC, a Florida limited liability company, who signed the foregoing Agreement of Merger of Pinnacle Trading, LLC, a California Limited Liability Company, Into Pinnacle Trading LLC, a Florida Limited Liability Company (the "Agreement of Merger").

2. I have read the Agreement of Merger.

3. I agree to be bound by, and to accept, all of the provisions of the Agreement of Merger, in lieu of any interest which I may have in the membership interests of Pinnacle Trading, LLC, a California limited liability company, and/or Pinnacle Trading LLC, a Florida limited liability company, now or in the future registered in the name of Virginia Reeves Apple, or in which she has any right or interest, whether such membership rights or interests are community property or otherwise.

Executed this 27th day of December, 2013, at New York, New York.



David F. Apple III

EXHIBIT "A"

Form of the California Certificate of Merger

RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:42P FROM: 0

P.007
TO:18314553102 P.7

State of California Secretary of State		OBE MERG	
Certificate of Merger (California Corporations Code sections 1113(g), 3203(g), 6019.1, 6019.1, 8640, 12540.1, 15911.14, 16915(b) and 17552)			
IMPORTANT — Read all instructions before completing this form.		This Space For Filing Use Only	
1. NAME OF SURVIVING ENTITY PINNACLE TRADING LLC	2. TYPE OF ENTITY Limited Liability Company	3. CA SECRETARY OF STATE FILE NUMBER N/A	4. JURISDICTION None
5. NAME OF DISAPPEARING ENTITY PINNACLE TRADING, LLC	6. TYPE OF ENTITY Limited Liability Company	7. CA SECRETARY OF STATE FILE NUMBER 199518710007	8. JURISDICTION California
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
SURVIVING ENTITY		DISAPPEARING ENTITY	
CLASS AND NUMBER Members 5	AND PERCENTAGE VOTE REQUIRED 51%	CLASS AND NUMBER Members 5	AND PERCENTAGE VOTE REQUIRED 51%
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANCES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY N/A			
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE			
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSISTENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY			
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER Section 605.4362, Florida Statutes		15. FUTURE EFFECTIVE DATE IF ANY 12 - 31 - 2013 (Month) (Day) (Year)	
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE			
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT WHICH EXECUTION IS MY ACT AND DEED			
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY <i>Samuel T. Reeves</i> 12-26-13		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON Samuel T. Reeves, Manager	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY <i>Samuel T. Reeves</i> 12-26-13		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON Samuel T. Reeves, Member	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY _____		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON Charles S. Hume, Member	
For an entity that is a business trust, real estate investment trust or an unincorporated association set forth the provision of law or other basis for the authority of the person signing _____			
OBE MERG-1 (REV 01/2013)		APPROVED BY SECRETARY OF STATE	



State of California
Secretary of State

OBE MERG

Certificate of Merger

(California Corporations Code sections
1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17552)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY PINNACLE TRADING LLC	2. TYPE OF ENTITY Limited Liability Company	3. CA SECRETARY OF STATE FILE NUMBER N/A	4. JURISDICTION Florida
5. NAME OF DISAPPEARING ENTITY PINNACLE TRADING, LLC	6. TYPE OF ENTITY Limited Liability Company	7. CA SECRETARY OF STATE FILE NUMBER 199518710007	8. JURISDICTION California
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
<u>SURVIVING ENTITY</u>		<u>DISAPPEARING ENTITY</u>	
CLASS AND NUMBER	AND	PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER
Members 5		51%	Members 5
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.			
<input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.			
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
N/A			
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.			
PRINCIPAL ADDRESS OF SURVIVING ENTITY		CITY AND STATE	ZIP CODE
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.			
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.		15. FUTURE EFFECTIVE DATE, IF ANY	
Section 608.4382, Florida Statutes		12 - 31 - 2013 (Month) (Day) (Year)	
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES. IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.			
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.			
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		Samuel T. Reeves, Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		Samuel T. Reeves, Member TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		Charles S. Hulme, Member TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON	
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing:			

RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:41P FROM: 0

P.006
TO: 18314553102 P.6

ATTACHMENT TO ITEM 16
OF
CERTIFICATE OF MERGER

PINNACLE TRADING LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Surviving Entity").

DOES HEREBY CERTIFY:

FIRST: The Surviving Entity was organized pursuant to the provisions of the Revised Limited Liability Company Act of the State of Florida on the 12th day of November, 2013.

SECOND: The Surviving Entity is not formed, organized or qualified under the laws of the State of California.

THIRD: The Surviving Entity agrees that it may be served in the State of California in a proceeding for the enforcement of an obligation of any merging entity and in a proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a merging domestic limited liability company or domestic other business entity.

FOURTH: The Surviving Entity irrevocably appoints the California Secretary of State as the Surviving Entity's agent for service process. The address to which process may be forwarded is as follows:

Pinnacle Trading LLC, a Florida limited liability company
11300 U.S. Highway 1, Suite 203
Palm Beach Gardens, Florida 33408

FIFTH: The Surviving Entity agrees that it will promptly pay the holder of any dissenting interest or dissenting share in a merging domestic limited liability company or domestic other business entity the amount to which that person is entitled under California law.

IN WITNESS WHEREOF, the Surviving Entity has caused this Certificate to be executed this 26th day of December, 2013.

PINNACLE TRADING LLC, a Florida limited liability company

By:


Samuel T. Reeves, Manager

RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:42P FROM: 0

TO: 18314553102 P.008
P.8

CONTINUATION OF SIGNATURES
OF
CERTIFICATE OF MERGER

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH IS MY ACT AND DEED.


SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE 12-26-13

David B. MacFarlane, Member
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

R. Clay Spears, Member
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

Virginia Reeves Apple, Member
TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

CONTINUATION OF SIGNATURES
OF
CERTIFICATE OF MERGER

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH IS MY ACT AND DEED.

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

 12/27/2013
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

David B. MacFarlane, Member

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

R. Clay Spears, Member

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

Virginia Reeves Apple, Member

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

CONTINUATION OF SIGNATURES
OF
CERTIFICATE OF MERGER

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH IS MY ACT AND DEED.

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TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

R. Clay Spears, Member

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

 12-27-13
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY DATE

Virginia Reeves Apple, Member

TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

EXHIBIT "B"

Form of the Florida Certificate of Merger

RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:40P FROM: 0

P.001
TO:18314553102 P.1

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

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

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pinnacle Trading, LLC	CA	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>
Pinnacle Trading LLC	FL	Limited Liability Company

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

FOURTH: The attached agreement and 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.

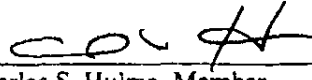
FIFTH: The effective date of the merger shall be the later of: (i) the date on which the California Certificate of Merger (as described in Section 1.07(a) of the attached agreement and plan of merger) is duly filed with the California Secretary of State; (ii) the date on which the Florida Certificate of Merger (as described in Section 1.07(b) of the attached agreement and plan of merger) is duly filed with the Florida Department of State, and (iii) the close of business on December 31, 2013, which is a date that is not more than ninety (90) days subsequent to the dates of filing of the California Certificate of Merger and the Florida Certificate of Merger.

SIXTH: Signature(s) for Each Party:

**PINNACLE TRADING, LLC, a California
limited liability company**

By 
Samuel T. Reeves, Member

(Signatures continued next page)

By 
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

PINNACLE TRADING LLC, a Florida limited
liability company

By _____
Samuel T. Reeves, Manager and Member

By 
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

RX Date/Time 12/26/2013 15:50 0
DEC-26-2013 06:41P FROM: 0

P.002
P.2
TO: 18314553102

By _____
Charles S. Hulme, Member

By  _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

PINNACLE TRADING LLC, a Florida limited
liability company

By  _____
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By  _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By  _____
R. Clay Spears, Member

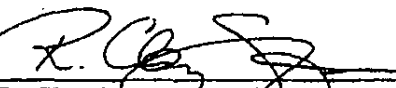
By _____
Virginia Reeves Apple, Member

PINNACLE TRADING LLC, a Florida limited liability company

By _____
Samuel T. Reeves, Manager and Member

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By  _____
R. Clay Spears, Member

By _____
Virginia Reeves Apple, Member

Rx Date/Time

12/27/2013 16:13

12/27/2013

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12:10

4043518182

APPLE

P.006

PAGE 06

By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By Virginia Reeves Apple
Virginia Reeves Apple, Member

PINNACLE TRADING LLC, a Florida limited liability company

By _____
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By _____
Charles S. Hulme, Member

By _____
David B. MacFarlane, Member

By _____
R. Clay Spears, Member

By Virginia Reeves Apple
Virginia Reeves Apple, Member