

P210000069448

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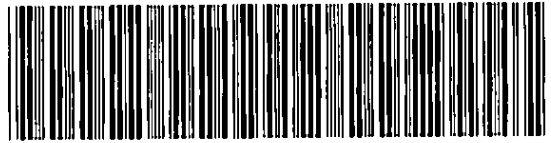
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2021 AUG 11 PM 3:51

RECEIVED

AUG 11 2021

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive, Tallahassee, Florida 32312

(850) 656-4724

DATE 08/11/2021

****WALK IN****

ENTITY NAME Pinnacle Advisors Corp

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certificate of Good Standing

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$78.75

ACCOUNT #: I20160000072

E R H

Please call Tina at the above number for any issues or concerns. Thank you so much!

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Pinnacle Advisors Corp.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

David B. Cornstein

Contact Person

Pinnacle Advisors Corp.

Firm/Company

100 Worth Avenue, Penthouse 14

Address

Palm Beach, FL 33480

City/State and Zip Code

jfitzgerald@cbiz.com

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

For further information concerning this matter, please call:

Courtney L. Scanlon - c/o Hodgson Russ LLP

Name of Contact Person

At (716)

848-1538

Area Code & Daytime Telephone Number



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Pinnacle Advisors Corp.</u>	<u>FLORIDA</u>	<u>P21000069448</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Pinnacle Advisors Limited</u>	<u>NEW YORK</u>	<u>2325589</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 08/08/2021.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 08/08/2021.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement and Plan of Merger"), dated the 8th day of August, 2021 between Pinnacle Advisors Limited, a New York corporation ("Pinnacle-NY") and Pinnacle Advisors Corp., a Florida corporation (the "Pinnacle-FL"), said entities being collectively referred to as the "Constituent Entities".

WHEREAS, the directors of Pinnacle-NY and the directors of Pinnacle-FL deem it advisable that Pinnacle-NY be merged into Pinnacle-FL in accordance with the New York Business Corporation Law (the "BCL") and the Florida Statutes (the "FS") (collectively, the "Laws").

NOW THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the Constituent Entities hereby agree, and do hereby plan to merge upon the terms and conditions below stated.

1.1. The Merger. Upon the terms of this Agreement and Plan of Merger, and in accordance with the applicable provisions of the Laws, Pinnacle-NY will be merged with and into Pinnacle-FL (the "Merger"). Following the Merger, Pinnacle-FL shall continue in existence as the entity to survive the Merger and the separate corporate existence of Pinnacle-NY will cease.

1.2. Approval of the Merger. This Agreement and Plan of Merger shall be submitted to the shareholders of Pinnacle-NY and the shareholders of Pinnacle-FL, as provided by the provisions of the Laws, and will take effect, and be deemed taken to be the Agreement and Plan of Merger of the Constituent Entities only upon the approval or adoption thereof by the shareholders of each of the Constituent Entities.

1.3. Certificates of Merger and Effective Time. Upon approval of the Merger in accordance with Section 1.2, Pinnacle-NY and Pinnacle-FL will consummate the Merger by filing (i) with the Department of State of the State of Florida Articles of Merger and (ii) with the Department of State of the State of New York a Certificate of Merger, each to be effective as of the date and time of the completion of such filings. The date and time on which the Merger becomes effective is herein called the "Effective Time."

1.4. Mode of Effecting the Merger. The mode of carrying the Merger into effect and the manner and basis for converting or exchanging the shares of capital stock of Pinnacle-NY into securities, cash or other property of Pinnacle-FL, will be as follows: Upon the Effective Time, (a) each share of common stock of Pinnacle-NY which is then issued and outstanding shall be canceled and will cease to be outstanding and (b) each share of common stock of Pinnacle-FL which is then issued and outstanding shall remain issued and outstanding.

1.5. Effects of the Merger.

(a) The Merger will have the effect set forth in Section 607.1105 of the FS and Section 907 of the BCL.

(b) No changes or amendments are desired in the Articles of Incorporation or By-Laws of Pinnacle-FL. No changes are desired regarding the registered agent of Pinnacle-FL.

1.6. Capitalization of Disappearing Corporation and Surviving Entity.

(a) As of the date of this Agreement and Plan of Merger, the authorized capital stock of Pinnacle-NY consists of Two Hundred (200) shares of common stock, of which One Hundred (100) shares are issued and outstanding. The outstanding shares of Pinnacle-NY are owned by David B. Cornstein and are validly issued, fully paid and non-assessable. The number of issued and outstanding shares of Pinnacle-NY are not subject to change prior to the Effective Time.

(b) As of the date of this Agreement and Plan of Merger, the authorized capital stock of Pinnacle-FL consists of Two Hundred (200) shares of common stock, of which One Hundred (100) shares are issued and outstanding. The outstanding shares of Pinnacle-FL are owned by David B. Cornstein and are validly issued, fully paid and non-assessable. The number of issued and outstanding shares of Pinnacle-FL are not subject to change prior to the Effective Time.

1.7. Articles of Incorporation and By-Laws. Upon completion of the Merger, the Certificate of Incorporation and By-Laws of Pinnacle-NY in effect immediately prior to the Effective Time, shall cease to be in effect and the current Articles of Incorporation and By-Laws of Pinnacle-FL shall govern Pinnacle-FL.

1.8. Deliveries by the Constituent Entities.

(a) On or prior to the Effective Time, Pinnacle-NY will deliver to Pinnacle-FL all documents, instruments and writings required to be delivered to Pinnacle-FL by Pinnacle-NY at or prior to the Effective Time pursuant to this Agreement and Plan of Merger or otherwise required in connection herewith.

(b) On or prior to the Effective Time, Pinnacle-FL will deliver to Pinnacle-NY all other documents, instruments and writings required to be delivered to Pinnacle-NY by Pinnacle-FL at or prior to the Effective Time pursuant to this Agreement and Plan of Merger or otherwise required in connection herewith.

1.9. Right to Abandon Merger. The directors of Pinnacle-NY and the directors of Pinnacle-FL shall each have the power, in their discretion, to abandon the Merger provided for

herein at any time prior to the filing of both the Certificates of Merger pursuant to Section 1.3 of this Agreement and Plan of Merger.

1.10. Amendment. Subject to applicable law, this Agreement and Plan of Merger may be amended, modified or supplemented at any time prior to the Effective Time with respect to any of the terms contained herein, but only by written agreement of Pinnacle-NY and Pinnacle-FL.

1.11. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the address of such party first stated above, or at such other address for a party as shall be specified by like notice.

1.12. Expenses. All expenses incurred in connection with the Merger shall be assumed and paid by Pinnacle-FL.

1.13. Governing Law. This Agreement and Plan of Merger will be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Florida.

1.14. Headings. The article and section headings contained in this Agreement and Plan of Merger are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement and Plan of Merger.

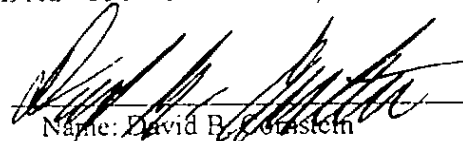
1.15. Entire Agreement. This Agreement and Plan of Merger, including the documents, certificates and instruments referred to herein, embodies the entire agreement and understanding by the parties hereto in respect of the transactions contemplated by this Agreement and Plan of Merger and supersedes all prior agreements, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between the parties with respect to such transactions. There are no agreements, representations, warranties, promises, covenants, arrangements or understandings, other than those expressly set forth or referred to herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Constituent Entities have caused this Agreement and Plan of Merger to be duly executed as of the date first written above.

PINNACLE ADVISORS LIMITED, a New York corporation

By:

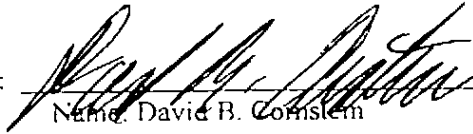


Name: David B. Cornslem

Title: President

PINNACLE ADVISORS CORP., a Florida corporation

By:



Name: David B. Cornslem

Title: President