

Exhibit G

CONSTITUENT DOCUMENTS

Attached are copies of the following documents:

Exhibit G1 - Certificate of Formation of SDX Trading, LLC, dated September 12, 2013

Exhibit G2 - Operating Agreement of SDX Trading, LLC, dated September 13 2013

Exhibit G3 - Certificate of Good Standing in the State of Delaware, dated September 26, 2013

Exhibit G4 - Certificate of Good Standing in the State of New York, dated September 26, 2013

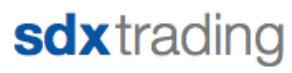


Exhibit G1

**Certificate of Formation of SDX Trading, LLC,
dated September 12, 2013**

Delaware

PAGE 1


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "SDX TRADING, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF SEPTEMBER, A.D. 2013, AT 12:05 O'CLOCK P.M.

5398260 8100

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Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0733160

DATE: 09-12-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:05 PM 09/12/2013
FILED 12:05 PM 09/12/2013
SRV 131081370 - 5398260 FILE

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
SDX TRADING, LLC


The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions of and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act") hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "Company") is SDX Trading, LLC.

SECOND: The name and address of the registered agent of the Company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act is PHS Corporate Services, Inc., 1313 N. Market Street, Suite 5100, Wilmington, County of New Castle, Delaware 19801. The name of its registered agent is PHS Corporate Services, Inc.

THIRD: This Certificate of Formation shall be effective on the date of filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on September 12, 2013.

By: 
Ori Kalechman
Authorized Person

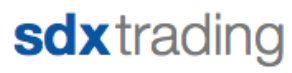


Exhibit G2

**Operating Agreement of SDX Trading, LLC,
dated September 13, 2013**

LIMITED LIABILITY COMPANY AGREEMENT

OF

SDX TRADING, LLC

A Delaware Limited Liability Company

This Limited Liability Company Agreement is made and entered into effective as of September 13, 2013, by Super Derivatives, Inc., a Delaware Corporation (“Super Derivatives”), as the sole Member of SDX TRADING, LLC, a Delaware limited liability company (the “Company”).

BACKGROUND

WHEREAS, the Company was formed on September 12, 2013; and

WHEREAS, Super Derivatives, the sole Member, desires to execute this agreement as the limited liability company agreement of the Company.

NOW, THEREFORE, the Member agrees as follows:

1. DEFINITIONS AND RULES OF CONSTRUCTION

The following terms, as used herein, shall have the following respective meanings:

1.1. “Agreement” means this Limited Liability Company Agreement, as it may be amended, restated or supplemented from time to time.

1.2. “Affiliates” means, with respect to any juridical entity, any Person that directly or indirectly through one or more intermediaries, Controls such entity, is Controlled by such entity, or is under common Control with such entity.

1.3. “Capital Contribution” means the amount of money contributed by a Member to the Company and, if property other than money is contributed, the initial gross asset value of such property, net of liabilities assumed or taken subject to by the Company.

1.4. “Certificate of Cancellation” shall have the meaning set forth in Section 11.4.

1.5. “Certificate of Formation” means the certificate of formation of the Company, as amended or restated from time to time, filed in the Office of the Secretary of State of the State of Delaware in accordance with the Delaware Act.

1.6. “CEA” or the “Act” – means the US Commodity Exchange Act, as amended from time to time.

1.7. “CFTC” – means the US Commodity Futures Trade Commission or any successor regulatory body.

1.8. “CFTC Regulations” – means the rules and regulations promulgated by the CFTC which are applicable to the business of the Company.

1.9. “Company” means SDX Trading LLC.

1.10. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of the majority of voting stock or otherwise. The terms "controlling" or "controlled" shall have meanings correlative to the foregoing.

1.11. “Delaware Act” means the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended.

1.12. “Fiscal Year” shall have the meaning set forth in Section 10.1 hereof.

1.13. “Interest” means the ownership interest of the Member in the Company (which shall be considered personal property for all purposes), consisting of (i) the Member’s interest in capital profits, losses, credits, allocations and distributions, (ii) the Member’s right to vote or grant or withhold consents with respect to Company matters as provided herein or in the Delaware Act and (iii) the Member’s other rights and privileges as herein provided.

1.14. “Majority-in-Interest of the Members” means a Member or Members with a Percentage Interest exceeding fifty percent (50%).

1.15. “Managers” means a Person who may be designated from time to time as a manager pursuant to the provisions of this Agreement, and until such designation, all references herein to “Manager” shall mean the member acting in such capacity.

1.16. “Member” means initially Super Derivatives, in its capacity as the sole Member of the Company, and any other Person who may from time to time be admitted to the Company as a substituted member as herein provided.

1.17. “Percentage Interest” means for any Interest holder, the percentage interest of such Interest holder in the Company as set forth on Exhibit A, as amended from time to time.

1.18. “Person” means and includes individuals, corporations, partnerships, trusts, associations, joint ventures, limited liability companies, estates and any other legal entity.

1.19. “Public Director(s)” means an individual found by action of the Board to have no material relationship with the Company, as defined and detailed in the CFTC Regulations.

1.20. Unless the context otherwise requires, capitalized terms used in this Agreement but not herein defined shall have the meanings set forth in the Delaware Act.

1.21. Rules of Construction : Unless the context otherwise requires, references to the plural shall include the singular and the singular shall include the plural, and the words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provisions of this Agreement. Any use of the masculine, feminine or neuter herein shall be deemed to include a reference to each other gender.

2. FORMATION AND PURPOSE

2.1. Name and Formation. The Company is a limited liability company formed pursuant to the provisions of the Delaware Act. The name of the Company shall be SDX Trading LLC” or such other name as the Member shall from time to time select, provided that such name contains the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”. The Company shall hold all of its property in the name of the Company and not in the name of the Members.

2.2. Purpose; Powers. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Act. The Company shall possess and may exercise all the powers and privileges granted by the Act, all other applicable law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion and attainment of the business, purposes or activities of the Company.

2.3. Principal Place of Business. The principal place of business of the Company shall be at 545 Madison Avenue, 17th Floor, New York City, NY 10022, or such other location that the Member determines from time to time.

2.4. Registered Agent; Registered Office. The registered agent and the registered office for the Company in the State of Delaware shall be as set forth in the Certificate of Formation, or such other registered agent and office that the Member determines from time to time.

2.5. Term. The term of the Company shall commence on the filing of the Certificate of Formation and shall continue until the Company is dissolved pursuant to Section 11.1 and in accordance with Section 11.5 of this Agreement.

2.6. Reservation of Other Business Opportunities. Except and solely to the extent that any business opportunities of the Member are actually exploited by the Company, no business opportunities of the Member shall be deemed the property of the Company. The Member may engage in or possess an interest in any other business venture, independently or with others, of any nature or description, even if such venture or opportunity is in direct competition with the business of the Company; and the Company shall have no rights by virtue hereof in or to such other business ventures, or to the income or profits derived therefrom.

3. MANAGEMENT

3.1. Management and Control. The management and control of the Company and of its business and the power to act for and bind the Company shall be vested exclusively in, and all matters and questions of policy and management shall be decided solely by a Board of Managers, comprised of persons appointed as provided herein (being referred to herein as the “**Board of Managers**” or the “**Board**” and the members thereof being referred to herein, collectively, as the “**Managers**” and, individually, as a “**Manager**”). Except as to matters the determination of which has been reserved to the Member(s) hereunder, the Board shall have the authority to manage and direct the management of the business and affairs of the Company and to make all decisions to be made by or on behalf of the Company, subject to the Board’s authority to delegate powers and duties as set forth herein. The powers of the Board of Managers shall include all powers, statutory or otherwise, possessed by or permitted to managers of a limited liability company under the laws of the State of Delaware and the Board is authorized and empowered on behalf and in the name of the Company, to carry out all of the objects and purposes of the Company and to perform all acts and enter into and perform all acts and other undertakings that it may in its sole discretion deem necessary or advisable in that regard, including the right to delegate powers and authorities to a committee established by the Board, to officers and employees of the Company and to subcontract such rights and authorities to third parties. Approval by, consent of or action taken by the Board in accordance with authority granted by or under this Agreement, or by the Member, as applicable, shall constitute approval or action by the Company and shall be binding on the Company. A member of the Board acting individually in his or her capacity has the power to act or bind the Company to the extent expressly authorized to do so by the Board. Any Person dealing with the Company shall be entitled to rely on a certificate or any writing signed by the Managers, or by the Member, as applicable, as the duly authorized action of the Company. The Board may establish such other rules and procedures for its deliberations as it may deem necessary or desirable.

3.2. Composition of the Board. The Board of Managers shall at all times consist of a minimum of 5 Managers. Initially the Board shall consist of: three (3) Managers, who shall be selected by the Member (the “**Member Board**”; the Managers selected by the Member Board will be referred to herein, collectively, as the “**Member Appointed Managers**” and, individually, as a “**Member Appointed Manager**”), and two (2) additional Managers who shall be selected by the Board, with a majority vote of the Member Appointed Managers, to serve as Public Directors (as defined). The Member may increase or decrease the numbers of Managers provided that the Board shall consist of at least five (5) Managers and provided further that at all times the members of the Board shall include no fewer than the minimum number of Public Directors required by the CFTC Regulations.

3.3. Election; Term of Office. Each Manager shall hold office for a term of one year or until his or her earlier resignation or removal. Unless the Manager has notified the Company in writing of his or her intent not to renew his term, the term of appointment shall automatically renew for additional one year period. Any Manager may serve multiple one year terms, each of them shall automatically renew as aforesaid.

3.4. Qualification of Managers. Each individual elected to the Board prior to serving on the Board and for as long as he or she continues to serve on the Board, shall (a) not be subject to a statutory disqualification under section 8a(2) of the CEA, and (b) not have a history of disciplinary offenses as defined in CFTC Regulation 1.63(a)(6). The Managers may also be directors, officers, partners or employees of the Member or of any Affiliate.

3.5. Resignation. Any Manager may resign at any time upon written notice to the Company directed to the Board. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, no acceptance of such resignation shall be necessary to make it effective.

3.6. Removal. Any Manager may be removed or replaced at any time, with or without cause by the Member(s). Notwithstanding the foregoing, the removal of a Public Director without cause shall require also a vote of the Board of Managers, with least one Public Director voting in favor.

3.7. Vacancies. Unless otherwise provided by the Certificate, vacancies and newly created Manager positions resulting from any increase in the authorized number of Managers shall be filled by the Member if such vacancy occurs with respect to a Member Appointed Manager or by the Board if such vacancy occurs with respect to a Public Director.

3.8. Managers Compensation. Managers who are employees or officers of the Company or of any of its Affiliates shall not be paid a salary for performing their duties as Managers as set forth hereunder. The Company may pay or reimburse Managers such compensation or reimbursement for reasonable expenses incurred in connection with meetings of the Board or a committee thereof or on behalf of the Company as the Board may from time to time determine. No such payment shall preclude any Manager from serving the Company or any of its Affiliates in any other capacity and receiving compensation for such service. The compensation of Public Directors shall not be linked to the business performance of the Company.

3.9. Committees. The Board may designate from among the Managers one or more committees, each of which shall be comprised of one or more Managers, and may designate one or more of the Managers as alternate members of any committee, who may, subject to any limitations imposed by the Board, replace absent or disqualified Managers at any meeting of that committee. Any such committee shall have and may exercise all of the authority delegated by the Board in a resolution, or ascribed to such committee in a written charter, that has been approved by the Managers.

3.10. Regular Meetings. Regular meetings of the Board shall be held at such dates, times at the principal place of business of the Company or at such other places either within or without the State of Delaware as the Managers shall from time to time determine.

3.11. Special Meetings. Special meetings of the Board may be called at any time by the Chief Executive Officer, the Chief Compliance Officer or by any Manager. Each special meeting

shall be held at such date, time and place either within or without the State of Delaware as shall be fixed by the person or persons calling the meeting.

3.12 Meeting by telephone; Quorum and voting. Any meeting of the Managers may be held by conference telephone or similar communication equipment so long as all Managers participating in the meeting can hear one another, and all Managers participating by telephone or similar communication equipment shall be deemed to be present in person at the meeting. A majority of the Managers shall constitute a quorum and the consent of a majority of the Managers present at the meeting shall be deemed the act of the Managers.

3.13 Notice of Meetings. Written notice of each meeting of the Board, stating the date, time and place of the meeting, shall be given to each Manager at least two (2) business days in advance of the meeting. Notice may be given by letter, electronic mail or facsimile transmission and shall be deemed to have been given to a Manager when deposited with a nationally recognized overnight courier service or transmitted by electronic mail or facsimile, as the case may be, directed to the applicable street address, email address or facsimile number for such Manager maintained in the records of the Company (which address may be changed by any Manager by notice sent to the Company and the other Managers as provided in this Section).

3.14 Waiver of Notice. Whatever notice is required to be given under any provision of the Act, the Certificate of Formation, or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board, or members of a committee of the Board, need be specified in any written waiver of notice.

3.15 Action by Written Consent Without a Meeting. Any action that may be taken at any meeting of the Managers may be taken without a meeting and without prior notice if a consent in writing setting forth the action so taken is signed by such number of Managers as would have been required to take such action at a meeting of the Managers under the terms of this Agreement (or such greater number (or other measure) as is required to authorize or take such action under the Delaware Act). Any such written consent may be executed and given by telecopy or similar electronic means. Such consents shall be filed with the Company and shall be maintained in the Company's records.

3.16 Exculpation. To the fullest extent permitted by applicable laws, no Manager shall be liable, responsible or accountable in damages or otherwise to the Company or to the Member for any act or omission performed or omitted by such Manager, whether in his capacity as a Manager or otherwise. To the extent that, at law or in equity, a Manager has duties (including fiduciary duties) and liabilities related thereto to the Company or to the Member, it is expressly agreed by the Member that such liabilities and duties shall be deemed eliminated to the fullest extent permitted by applicable laws.

4. OFFICERS

4.1. General Power and Authority. While Company decisions generally shall be made by the Managers, the daily operation of the business of the Company may be delegated to the officers of the Company (“Officers”).

4.2. Appointment of Officers. The Officers of the Company shall be chosen by the Board. The Company shall appoint a Chief Compliance Officer and may appoint a Chief Executive Officer, a Secretary, and other Officers and assistant officers as may be deemed necessary or desirable by the Board. Any number of offices may be held by the same person, unless otherwise prohibited by law, the Certificate or this Agreement. The Officers of the Company need not be Managers of the Company and may also be directors, officers, partners or employees of the Company or any of its Affiliates. Except for the Chief Compliance Officer, the Board, in its discretion, may choose not to fill any office for any period as it may deem advisable.

4.3. Term of Office; Resignation; Removal; Vacancies. The Officers shall hold their offices for such terms and, except as provided in Section 4.7 regarding the Chief Compliance Officer, shall exercise such powers and perform such duties as shall be determined from time to time by the Board; and all Officers of the Company shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any Officer may resign at any time by giving written notice to the Company directed to the Board. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified in such notice (unless such officer is otherwise removed prior to such date); and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any Officer or agent with or without cause at any time by the vote of a majority of the Board. Any such removal shall be without prejudice to the contractual rights of such Officer or agent, if any, with the Company, but the election of an Officer or agent shall not of itself create any contractual rights. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise may be filled by the Board.

4.4. Powers and Duties. The Officers of the Company shall have such powers and duties in the management of the Company as shall be stated in this Agreement or in a resolution of the Board which is not inconsistent with this Agreement and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. In addition, the Chief Compliance Officer shall have such powers and duties as required by Section 37.1501 of the CFTC Rules or such successor or additional rules as may be adopted by the CFTC or any other regulator to whose jurisdiction the Company is subject.

4.5. Chief Executive Officer. The Chief Executive Officer shall be the principal operating officer of the Company and, subject to the control of the Board, shall in general direct the business operations of the Company. He or she shall perform all duties incident to the office of Chief Executive Officer and such other duties as may be prescribed by the Board or this Agreement from time to time.

4.6 Chief Compliance Officer. The Chief Compliance Officer shall report to the Board. He or she shall be responsible for establishing and administering policies and procedures to ensure the Company's compliance with Section 5h of the Act, and shall have the authority to develop and enforce such policies and procedures. The Chief Compliance Officer shall have general supervisory authority over all staff acting at the direction of the Chief Compliance Officer. The Chief Compliance Officer shall perform such other duties and have such other powers as required by Section 37.1501 of the CFTC Rules or such successor or additional rules as may be adopted by the CFTC or any other regulator to whose jurisdiction the Company is subject as well as such other powers and duties as may be assigned to him by the Board or any committee thereof, from time to time. Removal of the Chief Compliance Officer shall require the approval of a majority of the members of the Board.

4.7 Compensation of Officers. The compensation of each Officer shall be fixed by the Board and no officer shall be prevented from receiving such compensation by virtue of his or her also being a Manager.

4.8 Books and Records. The Chief Executive Officer shall be responsible for maintaining the proper and usual books and records pertaining to the business of the Company. The books and records of the Company shall be kept at the principal office of the Company or at such other places, within or without the State of Delaware, as the Board shall from time to time determine.

5. THE MEMBERS

5.1. Members. The name, present mailing address, taxpayer identification number and Percentage Interest of each Member are set forth on Exhibit A. A Majority-in-Interest of the Members shall have the right to admit additional Members from time to time as it determines in its sole discretion.

5.2. Actions Requiring Consent of Members. Except for such voting rights expressly reserved herein for the Members, the Members shall not be entitled to participate in the management of the affairs of the Company. The consent of the Majority-in-Interest of the Members shall be required to approve the following matters:

5.2.1. any merger, conversion or consolidation of the Company, or other business combination with any other entity in which the Company is not the surviving entity of such transaction;

5.2.2. any sale, transfer or lease of all or substantially all the assets of the Company, acquisition or disposition of any business or a business division or line of the Company from or to any Person, whether by asset purchase, stock purchase, merger or other business combination;

5.2.3. any (a) sale, transfer or other disposition of all or substantially all of the membership or other equity interest in the Company in any transaction or a series of related transactions;

5.2.4. admission of an additional member to the Company;

5.2.5. amendments to this Agreement or any other governing document of the Company, including to change the number of Managers;

5.2.6. distribution to a Member; or

5.2.7. dissolution and winding up of the Company

5.3. Limitation of Liability. The debts, obligations and liabilities of the Company, whether arising by contract, or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor the Managers shall be obligated personally for any such debt, obligation or liability by reason of its or their managing the affairs of the Company or otherwise, and neither the Member nor the Managers shall be obligated personally for any such debt, obligation or liability of the Company by reason of its or their status as a Member or Managers, as the case may be, of the Company or otherwise. The Member shall, however, be liable to the Company for payment of its capital contribution in the amount set forth in Exhibit A hereto.

5.4. Reimbursement. Except as otherwise provided for herein, the Member and the Managers shall be entitled to reimbursement of expenses reasonably incurred on behalf of the Company. Such expenses shall include, without limitations, supplies and equipment, rentals, salaries to third persons, insurance, legal services, accounting services, fees or commissions paid to third parties, and similar costs and expenses.

6. TRANSACTIONS WITH AFFILIATES

6.1. Financial Transactions with Members. Except as provided in the Act, Members may lend money to, borrow money from, act as surety, guarantor or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company and has the same rights and obligations with respect to any such matter as a person who is not the Member.

6.2. Employing Affiliates. Subject to the approval of the Board, the Company may contract services for the Company from a Member or any Affiliate of a Member, under terms which will comply with all applicable law.

7. [RESERVED]

8. CAPITAL MATTERS

8.1. Percentage Interests; Initial Capital Contributions. The Company shall maintain a capital account for the members. As of the date hereof, the Percentage Interest of Super Derivatives, in its capacity as a Member, is 100%. It is acknowledged that Super Derivatives has made all capital contributions to the capital of the Company required to be made as of the Effective Date. From time to time the Members may, but shall not be obligated to, contribute additional capital or make loans to the Company, all at such times and upon such terms as the Board shall approve. No Member or Interest holder shall be required to contribute any additional capital to the Company, and no Member or Interest holder shall have any personal liability for any obligations of the Company.

8.2. Profit, Loss and Distributions. Cash Flow for each taxable year of the Company shall be distributed to the Interest holders, at such time as determined by the Board, in proportion to the Interest holders' respective Percentage Interest. All Profit or Loss shall be allocated to the Interest holders in proportion to their respective Percentage Interest. If the Company is dissolved, the assets of the Company shall be distributed as provided in Article 9.2.

9. DISTRIBUTIONS

9.1. Distributions. The Company may make distributions as and when determined by the Board from time to time in accordance with this Agreement; provided, however, that no distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of the liabilities of the Company and such distribution does not violate the Act or other applicable law, or reduce the Company's financial resources below those required by 17 CFR 37.1300 et seq or any successor regulation under the Act. Member may, at its sole discretion, elect to receive a distribution in the form of assets other than cash. Except as provided by applicable law, no Member shall be obligated to restore to the Company any funds properly distributed to it pursuant to this Section 9.1

9.2. Distributions on Liquidation. If all or substantially all of the assets of the Company are sold in connection with a liquidation of the Company, or if the Company is otherwise liquidated, the assets of the Company shall be distributed in the following order and priority:

9.2.1. The Liquidator (as defined in Section 11.3 hereof) shall first (i) pay or make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured contractual claims, known to the Company, (ii) make provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party, and (iii) make such provision as will be reasonably likely to be sufficient to provide compensation for claims that have not been made known to the Company or that have not arisen but that, based on facts known to the Company, are likely to arise or to become known to the Company within ten (10) years after the date of

its dissolution. If there are sufficient assets, such claims and obligations shall be paid in full and any such provision for payment made shall be made in full. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims of equal priority, ratably to the extent of assets available therefor.

9.2.2. Any remaining assets shall be distributed to the Member on or before the later of (i) the end of the taxable year during which such liquidation occurs and (ii) ninety (90) days after the date of such liquidation.

9.3. Distributions pursuant to Section 9.2.2 may be distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company. The assets of any such trust shall be distributed to the Member from time to time in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Member pursuant to this Agreement.

9.4. The Liquidator, in distributing assets of the Company to the Members in accordance with this Section 9.4, shall have full power and authority to sell any or all of the assets of the Company or to distribute the same in kind to the Member. The fair market value of any assets to be distributed in kind shall be determined by an independent appraiser selected by the Liquidator. Any assets distributed in kind shall be subject to all Limited Liability Company Agreements or other agreements relating thereto, which shall survive the termination of the Company. Following the completion of the winding up of the affairs of the Company and the distribution of its assets, the Liquidator shall file a Certificate of Cancellation in the Office of the Secretary of State of the State of Delaware pursuant to the provisions of the Delaware Act.

10. FINANCIAL MATTERS

10.1. Fiscal Year. The fiscal year of the Company shall begin on the first day of January and shall end on December 31 each year, unless otherwise determined by the Board.

10.2. Company Funds. Pending application or distribution, the funds of the Company shall be deposited in such bank accounts, or invested in such interest-bearing or non-interest-bearing investments, including without limitation, federally insured checking and savings accounts, certificates of deposit and time or demand-deposits in U.S. government agencies or government backed securities or mutual funds investing primarily in such securities, or such other investments as the Managers deem appropriate.

10.3. Tax Returns.

10.3.1. The Board shall cause all tax filings for the Company to be prepared and timely filed with the appropriate authorities and shall designate a person to be responsible for all tax matters.

10.3.2. The Member shall receive such information as is necessary for the Member to prepare its federal, state and local tax returns. The Company shall use every effort to provide such information within sixty (60) days after the end of the Company's fiscal year.

10.4. Financial Records. All financial records shall be maintained and reported using United States generally accepted accounting principles, consistently applied.

11. DISSOLUTION

11.1. Dissolution. The Company shall be dissolved upon the earliest to occur of the following:

11.1.1. the sole decision of the Member (or unanimous decision of the Members if the Company has more than one Member) to effect such dissolution;

11.1.2. the entry of a decree of judicial dissolution under 6 Del. C. §§ 18-802; or

11.1.3. At any time upon the bankruptcy, death, dissolution, expulsion, or withdrawal of any Member, unless within 90 days after the occurrence of such event, the personal representative of the Member agrees in writing to continue the Company and to the admission of such personal representative or its nominee or designee to the Company as a Member, or the representatives of the other Members agree in writing to continue the Company (if the Company has more than one Member), effective as of the occurrence of the event that terminated the continued membership of the Member.

11.2. No Other Dissolution. Except as provided in Section 11.1, this Agreement shall not be terminated.

11.3. Liquidation. Upon dissolution of the Company, the Member shall designate one or more Person or Persons or itself, as the person delegated the responsibility for liquidating the Company (the Member or such Person or Persons being hereinafter referred to as the "Liquidator"). The Liquidator shall proceed to wind up the business and affairs of the Company in accordance with the requirements of the Delaware Act. A reasonable amount of time shall be allowed for the period of winding up in light of prevailing market conditions and so as to avoid undue loss in connection with any sale of Company assets. This Agreement shall remain in full force and effect during the period of winding up.

11.4. Certificate of Cancellation. Following dissolution of the Company pursuant to Section 11.1 hereof, when all debts, liabilities and obligations of the Company have been paid, satisfied, comprised or otherwise discharged or adequate provisions have been made therefore,

and all assets have been distributed to the Members, a Certificate of Cancellation shall be filed if required by the Delaware Act.

12. INDEMNIFICATION

12.1. Liability of the Managers. Neither the Company nor the Managers shall have any liability or claim against each other by reason of any act or omission taken or omitted to be taken by the Managers or the Company except for actions or inactions constituting gross negligence, willful misconduct or fraud.

12.2. Right to Indemnification.

(a) The Company shall indemnify the Members, the Managers, Officers, employees and agents of the Company (each, an “Indemnitee”) to the fullest extent permitted under the Act and the general corporate law of the state of Delaware, as applicable and currently or hereafter in effect. To the fullest extent permitted under the Act, the general corporate law of the state of Delaware or any other applicable law as currently or hereafter in effect, no Member, Manager or officer and no affiliate of any Member, Manager or officer shall be personally liable, responsible or accountable in damages or otherwise to the Company, to its Member or to any other Person that is a party to or is otherwise bound by this Agreement for or with respect to any action taken or failure to act on behalf of the Company within the scope of the authority conferred on such Member, Manager or officer by this Agreement or by law.

(b) To the extent that at law or in equity a party shall have duties (including fiduciary duties) and liabilities to the Company or the Member, such duties and liabilities may be restricted by provisions of this Agreement. None of the Managers or the Member shall be liable to the Company, to the Member or to any other Person that is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Manager or the Member in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Manager or the Member by this Agreement. No officer shall be liable to the Company, the Member or to any other Person that is a party to or is otherwise bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission reasonably required to be performed or omitted by such officer within the scope of his or her employment on behalf of the Company.

(c) The Managers and officers shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to the matters any such Manager or officer reasonably believes are within such other Person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) The right to indemnification conferred in this Article 12 shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an “advancement of expenses”); provided, however, that an advancement of expenses incurred by an Indemnitee in his capacity as a Manager or officer shall be made only upon delivery to the Company of an undertaking (hereinafter an “**undertaking**”), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a “**final adjudication**”) that such Indemnitee is not entitled to be indemnified for such expenses under this Article 12 or otherwise.

12.3. The Company may purchase and maintain insurance on behalf of any Indemnitee against any liability asserted against such Indemnitee and incurred by such Indemnitee in any such capacity, or arising out of such Indemnitee’s status a Member, Manager, officer, employee or agent of the Company, whether or not the Company would have the power to indemnify such Indemnitee against such liability under the provisions of Section 4.1 or under applicable law.

13. GENERAL MATTERS

13.1. Checks, Drafts, Evidence of Indebtedness. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Company shall be signed or endorsed in such manner and by such person or persons as shall be designated from time to time by the Managers.

13.2. Contracts and Instruments; How Executed. The Managers, except as otherwise provided in this Agreement, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and this authority may be general or confined to specific instances.

13.3. Certificates. The Managers may at any time authorize the issuance of a certificate representing its Interest. In that event, the Member shall be entitled upon request to receive a certificate evidencing the Member’s Interest (in such form as the Managers shall prescribe from time to time). All certificates shall be signed in the name of the Company by the President, the Treasurer or the Secretary, certifying the Percentage Interest owned by the Member. Any or all of the signatures on the certificate may be by facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the Company with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

14. RECORDS AND REPORTS

14.1. Maintenance of Records. The accounting books and records, minutes of resolutions of the Managers and all other information pertaining to the Company that is required to be made available to the Member under the Delaware Act shall be kept at such place or places designated by the Managers or in the absence of such designation, at the principal place of

business of the Company, within or without the State of Delaware. The minutes shall be kept in written form and the accounting books and records and other information shall be kept either in written form or in any other form capable of being converted into written form. The books of account and records of the Company shall be maintained in accordance with generally accepted accounting principles consistently applied during the term of the Company, wherein all transactions, matters and things relating to the business and properties of the Company shall be currently entered.

15. MISCELLANEOUS

15.1. Governing Law. This Agreement shall be governed by and interpreted under the substantive laws of the State of Delaware.

15.2. Entire Agreement. This Agreement represents the entire agreement in respect of its subject matter and supersedes all prior agreements, and shall, except as otherwise expressly provided to the contrary, benefit and bind the personal representatives and assigns of the Member.

15.3. Headings. The descriptive headings herein are inserted for convenience only and do not constitute part of this Agreement.

15.4. Notice. Notices to the Member shall be given in writing and personally served or sent by registered or certified mail, return receipt requested, to the Member's last known address. All such notices shall be deemed received upon date of personal service or if mailed as provided herein, upon date of receipt; or, if delivery is refused or cannot be completed, then upon date of second attempted delivery.

15.5. Execution of Documents. The Member agrees that it shall execute such instruments as may be necessary or appropriate to carry out the terms of this Agreement and the actions contemplated thereby.

15.6. Amendment. This Agreement may be amended from time to time in writing by the Member.

15.7. Additional Members. In the event additional Members are admitted to the Company, each provision in this Agreement stating or referring to a "Member" shall be read as it refers to "Members", and when a decision or action is required by this Agreement to be made by the Member, it shall be read as if it needs to be decided or acted by the Majority-in-Interest of the Members.

IN WITNESS WHEREOF, and intending to be legally bound, the Member has executed this Limited Liability Company Agreement as of the day and date first above written.

MEMBER:

By: _____
Super Derivatives, Inc.

Super Derivatives Inc.

EXHIBIT A

**NAME. ADDRESS. TAXPAYER IDENTIFICATION NUMBER
AND PERCENTAGE INTEREST**

| Name and Address | Taxpayer Identification Number | Percentage Interest |
|---|---|----------------------------|
| Super Derivatives, Inc. 545 Madison Avenue, 17th Floor New York, NY 10022 USA | 98-0219831 | 100% |

Exhibit G3

**Certificate of Good Standing in the State of Delaware
dated September 26, 2013**

Delaware

PAGE 1

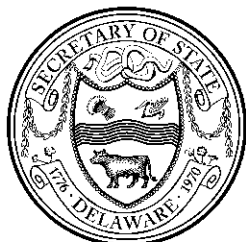
The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SDX TRADING, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

5398260 8300

131132193




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0768439

DATE: 09-26-13

Exhibit G4

**Certificate of Good Standing in the State of New York
dated September 26, 2013**

**State of New York
Department of State } ss:**

I hereby certify, that SDX TRADING, LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 09/18/2013. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 25th day of September
two thousand and thirteen.*

A handwritten signature in cursive script that reads "Anthony Giardina".

Anthony Giardina
Executive Deputy Secretary of State