

CERTIFICATE OF BTM VENTURES, LLC

The undersigned, Dale L. Metz, being the Vice President, Treasurer of BTM Ventures, LLC, a Delaware limited liability company (the "Company"), hereby certifies that:

- (a) Attached hereto as Exhibit A is a true and complete copy of the Operating Agreement of the Company;
- (b) Attached hereto as Exhibit B is a true, correct, and complete copy of resolutions that were duly adopted by the sole Member of the Company; such actions have not been amended, rescinded or revoked and remain in full force and effect on the date hereof; and
- (c) the following named individual has been duly elected and is now fulfilling the office set forth after his name, with all the powers attached thereto; the signature after his name is the genuine signature of such individual:

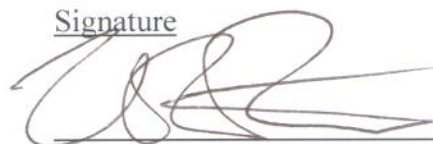
Name

Office

Signature

Michael R. Peterson

Assistant Secretary



Dated: September 14th, 2011


Dale L. Metz, Vice President, Treasurer

EXHIBIT A

Operating Agreement

(Attached hereto)

**OPERATING AGREEMENT
OF
BTM VENTURES, LLC**

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 30th day of March, 2010, by and between the party identified in Exhibit A as the member (the "Member") and BTM Ventures, LLC (the "Company").

W I T N E S E T H:

WHEREAS, the Member and the Company now wish to adopt this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member and the Company hereby agree to adopt the Operating Agreement as follows:

ARTICLE I

FORMATION, NAME, AND PRINCIPAL PLACE OF BUSINESS

1.1. Formation. The Member has formed the Company as a limited liability company under the provisions of the Limited Liability Company Act of the State of Delaware (the "Act") upon the terms and conditions, and for the limited purposes and scope, set forth in this Agreement.

1.2. Name. The firm name and style under which the Company will conduct its business is BTM Ventures, LLC.

1.3. Principal Place of Business. The principal place of business and principal office of the Company shall be Three Glenlake Parkway, Atlanta, Georgia 30328. The Company may change such place of business and office, and may have such additional places of business and offices, as the Member may determine.

1.4. Registered Office and Agent. The Company shall name in the State of Delaware a registered office and a registered agent. The registered agent of the Company in the State of Delaware shall be Corporation Service Company, 2711 Centerville Rd., #400, Wilmington, New Castle County, Delaware, 19808.

ARTICLE II

DEFINITIONS

2.1. Definitions.

(a) As used throughout this Agreement:

(1) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(2) “Net Cash Flow” means (on the cash receipts and disbursements basis of accounting) the net receipts (*i.e.*, the excess, if any, of revenues over expenses) of the Company; cash from operations or investments; the net proceeds from the sale or other disposition of any asset of the Company; and excess cash from the refinancing of any mortgage debt of the Company; but excluding capital contributions of the Member; proceeds of any loans made to the Company; and reserves deemed reasonably sufficient by the Member for: (i) the working capital needs of the Company, (ii) the payment of liabilities incurred (including any loans made by the Member) or arising in the reasonably foreseeable future in connection with the operations of the Company, and (iii) capital expenditures or contributions incurred or arising in the reasonably foreseeable future.

(3) “Person” includes any corporation, firm, limited liability company, partnership, trust or other form of association.

(b) Other Defined Terms. The following table indicates the location in this Agreement of the other terms defined herein:

<u>Defined Term</u>	<u>Location</u>
Act	1.1
Agreement	Second Recital
Company	Introductory Paragraph
Dissolving Event	11.1
Indemnatee	14.15
Member	Introductory Paragraph

ARTICLE III

PURPOSE AND SCOPE OF THE COMPANY

3.1. Purpose and Scope of the Company. The purposes of the Company shall be to pursue any lawful business, purpose or activity permitted by the Act. Subject to Article X of this Agreement, the Company, acting by and through its Member, shall have all powers necessary or desirable in connection with the foregoing, including but not limited to, the power to: (i) enter into agreements and execute documents and instruments, including leases, mortgages, evidences of indebtedness, construction, development, management and other contracts; (ii) borrow money, and open and maintain bank accounts authorizing withdrawals on the signatures of one or more

Persons as the Member may designate; (iii) sell or assign any or all of the assets of the Company; and (iv) execute such other documents and take such other actions as may be necessary or desirable from time to time to carry any purpose authorized pursuant to this Section 3.1.

3.2. Business Opportunities.

(a) Nothing contained in this Agreement shall be deemed to restrict, in any way, the freedom of the Member to conduct, independently of the Company, any business or other activity whatsoever, whether or not similar to, or competitive with, the business of the Company, without any accountability to the Company.

(b) The Member shall not be required to submit any other investment or business opportunity to the Company. The Member does not violate any duty or obligation to the Company merely because the Members conduct furthers the Member's own interest. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member who lends money to or transacts business with the Company are the same as those of a Person who is not a Member, subject to other applicable laws. No transaction with the Company shall be voidable solely because the Member has a direct or indirect interest in the transaction if the transaction is fair to the Company.

ARTICLE IV

TERM

4.1. Term of the Company. The Company shall have a perpetual existence, unless it is terminated as provided in Article XI of this Agreement or by operation of law.

ARTICLE V

CAPITAL CONTRIBUTIONS AND ADVANCES

5.1. Capital Contributions.

(a) The Member shall make the contribution described on Exhibit A at the time and on the terms specified on Exhibit A. No interest shall accrue on any contribution and the Member shall not have the right to withdraw or be repaid any contribution except as provided in this Agreement.

(b) In addition to the initial contribution, as described in Exhibit A to this Agreement, the Member may make additional contributions to the capital of the Company. Except to the extent of the contributions described in Exhibit A to this Agreement, the Member shall not be obligated to make any additional contributions to the capital of the Company.

ARTICLE VI

ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS AND PAYMENTS TO MEMBERS

6.1. Distributions of Net Cash Flow.

(a) Except as provided in Paragraph (b) of this Section 6.1 and as provided in Article XI of this Agreement, the Company may make distributions as determined by the Member from time to time and in accordance with this Agreement.

(b) Notwithstanding the provisions of the preceding paragraph, no distribution may be made to the Member to the extent that at the time of the distribution, after giving effect to the distribution, the aggregate liabilities of the Company (other than: (i) liabilities to the Member on account of his interest in the Company and (ii) liabilities for which the recourse of creditors is limited to the assets of the Company) exceed the aggregate fair market value of the Company's assets or such distribution otherwise would cause the Company to become insolvent; provided, however, that the fair market value of an asset that is subject to a liability for which the recourse of creditors is limited shall be included in the aggregate fair market value of the Company's assets only to the extent that the fair market value of the asset exceeds such liability. If the Member receives a distribution in violation of this paragraph, the Member shall be obligated to return to the Company that portion of the distribution made in violation of this paragraph.

(c) For all purposes of this Agreement, amounts withheld pursuant to the Code, or a provision of any state or local tax law, with respect to a payment or distribution to the Company or to the Member shall be treated as amounts distributed to the Member.

6.2. Allocation Rules. All profits, losses and credits shall be allocated to the Member.

ARTICLE VII

STATUS OF THE MEMBER

7.1. Liability. The Member shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Company beyond the amount agreed to be contributed by the Member to the capital of the Company pursuant to this Agreement, and, except as otherwise provided in this Agreement, the Member shall not be responsible for losses sustained by the Company.

7.2. Status of the Interest in the Company. The Member's interest in the Company shall be fully paid and non-assessable. The Member shall not have the right to reduce the Member's contribution to the capital of the Company, except as otherwise expressly provided in this Agreement. Furthermore, the Member shall not have the right to demand or receive property other than cash in return for the Member's contribution, or as to profits, losses, or distributions. The cost of defending any action brought against the Company or the Member, or both, with respect to Company matters shall be borne by the Company, except as otherwise provided in Section 14.15 of this Agreement.

7.3. Resignation Prohibited. Except as otherwise expressly provided in this Agreement, the Member may not resign as a Member prior to the dissolution and winding up of the Company.

7.4. Bankruptcy, Insolvency or Dissolution of the Member. Upon the bankruptcy, insolvency or dissolution of the Member, the legally authorized representative or successor in interest of the Member shall have the same rights as the Member previously possessed.

ARTICLE VIII

TRANSFER OF INTERESTS IN THE COMPANY

8.1. Transfer. The Member's interest in the Company shall be transferable in whole or in part without the consent of any other Person (including, but not limited to, the Company), and the assignee shall be admitted as a Member and admitted to all the rights of the Member who has assigned any portion of such Member's interest in the Company.

ARTICLE IX

MEETINGS AND VOTING

9.1. Action by the Member. Provided that the Company shall continue to be owned by a single Member, formal meetings shall not be required for the Member to take any action required or allowed pursuant to this Agreement or by the Act.

ARTICLE X

MANAGEMENT

10.1. Management in the Member.

(a) All management of the Company shall be vested in the Member. The affirmative consent (regardless of whether written, oral or by course of conduct) of the Member shall constitute the consent of the Company for purposes of any provision of this Agreement or the Act. All decisions concerning the business affairs of the Company shall be made by the Member.

(b) The Member has the power to bind the Company as provided in this Agreement. The act of the Member regardless of whether such action is for the purpose of apparently carrying on the usual way of the business or affairs of the Company, including the exercise of any authority indicated in this Article X, shall bind the Company and no Person dealing with the Company shall have any obligation to inquire into the power or authority of the Member acting on behalf of the Company.

(c) The Member's duty of care in the discharge of the Member's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct,

intentional misconduct or a knowing violation of law. In discharging the Member's duties, the Member shall be fully protected in relying in good faith upon the records required to be maintained under Article XII of this Agreement and upon such information, opinions, reports, or statements by any of his agents, or by any other Person, as to matters the Member 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 or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member may properly be paid. Notwithstanding anything to the contrary contained in this Agreement, the Company shall, at all times, maintain an arm's length relationship with all parties in control of, controlled by, or under common control with the Member.

10.2. Actions Required of the Company. Notwithstanding anything to the contrary contained in this Agreement, the Company shall:

- (a) Observe all formalities applicable to a limited liability company under the Act;
- (b) Pay all of its liabilities out of its own funds;
- (c) In all dealings with the public, identify itself, and conduct its business, under its own name and as a separate and distinct entity;
- (d) Independently make decisions with respect to its business and daily operations;
- (e) Pay the salaries of its own employees and pay compensation to independent contractors with whom the Company does business;
- (f) Allocate fairly and reasonably any overhead expenses for shared office space;
- (g) Use its own stationery, invoices and checks;
- (h) At all times remain solvent;
- (i) File its own tax returns to the extent required by applicable law; and
- (j) Maintain adequate capital sufficient to carry out its responsibilities under this Agreement and to conduct its business as described herein.

10.3 Appointment of Officers. The Member may (but need not) appoint one or more officers, including but not limited to a president, one or more vice-presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers. The Member may (but need not) appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member.

ARTICLE XI

DISSOLUTION AND TERMINATION

11.1. Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (a “Dissolving Event”):

- (a) The determination of the Member that the Company dissolve;
- (b) The bankruptcy or dissolution of the Member; and
- (c) A decree of administrative dissolution pursuant to the Act.

Upon a Dissolving Event, the Company shall be wound up and terminated pursuant to Section 11.2 of this Article.

11.2. Winding Up and Termination. If the Company is dissolved, its affairs shall be concluded in the following manner:

(a) The Member (or the Member’s legally authorized representative or successor in interest) shall proceed with the liquidation of the Company, and the proceeds of such liquidation (less any reasonable portion thereof reserved for a reasonable time to pay contingent or unforeseen Company liabilities) shall be applied and distributed as follows:

(1) First, to the creditors of the Company, excluding the Member, in satisfaction of all such liabilities of the Company;

(2) Second, to the Member in full repayment of any loans made by the Member to the Company; and

(3) Third, to the Member.

(b) A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities as to creditors.

ARTICLE XII

FISCAL AFFAIRS

12.1. Fiscal Year. The fiscal year of the Company shall be the calendar year.

12.2. Books and Records. The Company shall keep adequate books of account on the cash or accrual basis to the extent permitted by the Code wherein shall be recorded all contributions to the capital of the Company and all income, distributions, expenses and transactions of the Company. The Company also shall maintain as a part of the books and records of the Company the name and address of the Member. Such books of account, along with the Company’s federal, state and local income tax returns, if required, for each of the six preceding taxable years of the Company, shall be kept at the principal office of the Company.

The income tax returns of the Company, if required, shall be prepared and filed on the basis of the accounting method selected by the Member.

12.3. Reports.

(a) On or before March 31 of each year, the Company shall cause to be furnished to the Member, at the expense of the Company: (i) an adequate accounting of the activities of the Company for the previous year, and (ii) a report to the Member containing information with respect to the Company to be used in preparing the Member's Federal, state, and local income tax returns.

(b) The reports required by this Section 12.3 shall be prepared in accordance with generally accepted accounting principles, and in a manner that indicates the separate existence of the Company and its assets and liabilities, from the Member.

12.4. Bank Accounts. All funds of the Company shall be deposited in its name in such money market, checking and savings accounts, certificates of deposit, and U.S. government obligations as the Member may designate. Withdrawals therefrom shall be made upon such signatures as the Member may designate. Notwithstanding anything to the contrary contained in this Agreement, the Company shall maintain its own separate and distinct books of account, bank accounts, and Company records, and shall not commingle its assets or funds with those of any other Person.

12.5. Tax Returns and Periodic Reports. In addition to the reports required under Section 12.3 of this Article, the Company shall cause such annual income tax returns and periodic reports for the Company as are required by applicable law to be prepared and filed with the appropriate authorities.

12.6. Accounting Decisions. All decisions as to accounting principles, except as specifically provided to the contrary herein, shall be made by the Member.

12.7. Income Tax Treatment. Unless otherwise elected, for all federal, state and local income tax purposes, the Company shall be treated as a proprietorship owned by the Member, rather than as an association taxable as a corporation.

ARTICLE XIII

AMENDMENTS

13.1. Procedure for Amendment. This Agreement may only be amended upon the written consent of the Member and the Company.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

14.1. Application for Admission to Transact Business. The Company is hereby authorized by the Member to file, and upon execution of this Agreement shall file, in accordance with applicable law: (i) an application for admission to transact business as a foreign limited liability company in any other jurisdiction where such a filing or similar filing may be appropriate and (ii) file all other documents necessary for the formation of the Company.

14.2. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, including the Act. The Member's interest in the Company shall be personal property for all purposes. All real and other property owned by the Company shall be deemed to be owned by the Company as an entity (and may be held in the name of a nominee for the Company), and the Member individually shall not have any ownership of such property.

14.3. Reliance on Opinion of Counsel. No duly authorized act or failure to act by the Member that causes or results in loss or damage to the Company shall subject the Member to liability if the Member's act or failure to act was pursuant to opinion of legal counsel employed on behalf of the Company.

14.4. Scope of Member's Authority. Except as otherwise provided in this Agreement, the Member shall not have any authority to act for, or to assume any obligation or responsibility on behalf of, the Company. No Person dealing with the Member shall be required to determine the Member's authority to perform any undertaking on behalf of the Company, or to determine any fact or circumstance bearing upon the existence of such authority.

14.5. Execution of Company Documents. Any contract, agreement, instrument or other document to which the Company is a party may be signed by the Member on behalf of the Company, and no other signature or signatures shall be required.

14.6. Litigation. The Company shall prosecute and defend such actions at law or in equity as may be necessary to enforce or protect the interests of the Company. The Company shall respond to any final decree, judgment, or decision of any court, board, or authority having jurisdiction in judgment, decree, or decision, first out of any insurance proceeds available therefor, and finally out of assets of the Company.

14.7. Time. Time is of the essence for all purposes under this Agreement.

14.8. Binding Effect. Subject to the limits on transferability contained herein, each and all of the covenants, terms, provisions and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, assigns, successors and legal representatives.

14.9. Entire Agreement. This Agreement, including the Exhibit hereto, contains the entire agreement between the parties hereto relative to the operation of the Company. Except as expressly provided herein, no variation, modification or change to this Agreement shall be

binding upon any party hereto, unless set forth in a document duly executed by or on behalf of such party. From time to time and at all times, each party hereto shall do all such other and further acts as reasonably may be necessary in order fully to perform and carry out the terms and intent of this Agreement.

14.10. Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance, is invalid or unenforceable to any extent, then the remainder of this Agreement, and the application of such remaining provisions to other Persons or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14.11. Captions. Article and Section titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

14.12. Identification. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

14.13. Creditors. No provision of this Agreement shall be construed for the benefit of or be enforceable by any creditor of the Company.

14.14. Member's Age and Competence. Notwithstanding any contrary provision of this Agreement, no Member or assignee of the interest thereof shall be a Person or organization prohibited by law from becoming such. Any assignment of an interest in the Company to a Person or organization not meeting such standard shall be void and ineffectual, and shall not bind the Company.

14.15. Indemnification of the Member.

(a) The Company shall indemnify the Member and the Member's agents (individually, an "Indemnitee") for all costs, losses, liabilities and damages paid or accrued by an Indemnitee (either as Member or as agent) or agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Delaware. In addition, the Company may advance costs of defense of any proceeding to an Indemnitee.

(b) An Indemnitee shall be reimbursed all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Member.

14.16 Indemnification of Directors, Officers, Employees and Agents.

(a) No individual who has served as a director of the Company under the Initial Agreement or the Second Agreement (a "Director"), officer, agent or employee shall be liable to any other Director, officer, agent or employee, the Company or to the Member for any loss suffered by the Company unless such loss is caused by such Person's gross negligence, willful misconduct, violation of law or material breach of this Agreement. The Directors, officers, agents and employees shall not be liable for errors in judgment or for any acts or omissions that do not constitute gross negligence, willful misconduct, violation of law or

material breach of this Agreement. Any Director, officer, agent or employee may consult with counsel and accountants in respect of Company affairs, and provided such Person acts in good faith reliance upon the advice or opinion of such counsel or accountants, such Person shall not be liable for any loss suffered by the Company in reliance thereon.

(b) Subject to the limitations and conditions as provided in this Section 14.16, each Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Director, officer or employee of the Company, or while a Director, officer or employee of the Company, is or was serving at the request of the Company as a Director, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Company to the fullest extent permitted by the Delaware Act, as the same exist or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Section 14.16 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Section 14.16 shall be deemed contract rights, and no amendment, modification or repeal of this Section 14.16 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Section 14.16 could involve indemnification for negligence or under theories of strict liability.

(c) Reasonable expenses incurred by a Person of the type entitled to be indemnified under clause (a) of Section 14.16 who was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Company in advance of the final disposition of the Proceeding unless otherwise determined by the Member in the specific case upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company.

(d) Notwithstanding any other provision of this Section 14.16, the Company may pay or reimburse reasonable out-of-pocket expenses incurred by a Director, officer, agent or employee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

(e) The right to indemnification and the advancement and payment of expenses conferred in this Section 14.16 shall not be exclusive of any other right which a Director, officer, agent, employee or other Person indemnified pursuant to paragraph (b) hereof may have or hereafter acquire under any law (common or statutory), provision of the Certificate or this Agreement, vote of the Member or otherwise.

(f) The Company may purchase and maintain insurance, at its expense, to protect itself and any Person who is or was serving as a Director, officer, agent or employee of the Company or is or was serving at the request of the Company as a Director, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Section 14.16.

(g) If this Section 14.16 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Director, officer, agent, employee or any other Person indemnified pursuant to this Section 14.16 as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Section 14.16 that shall not have been invalidated and to the fullest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto, being duly sworn, have signed this instrument as of the day and year first above written.

MEMBER:

SANFORD, L.P.

An Illinois limited partnership

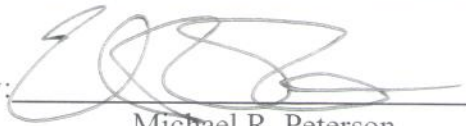
By: 

Michael R. Peterson
Assistant Secretary

COMPANY:

BTM VENTURES, LLC

a Delaware limited liability company

By: 

Michael R. Peterson
Assistant Secretary

Exhibit A
to
BTM Ventures, LLC Operating Agreement

Name and Address of Member	Date of Membership	Value of Cash and Property Contributed to Capital
Sanford, L.P. 2707 Butterfield Rd., Ste. 100 Oak Brook, IL 60523	March 30, 2010	\$1,000.00

CH1\5666562.1

EXHIBIT B

Resolutions

WHEREAS, the Member deems it to be in the best interest of the Company to enter into that certain Asset Purchase Agreement dated September __, 2011, between the Company and CPort Solutions, Incorporated a Georgia corporation, in substantially the form attached hereto as Exhibit A (the "Transaction");

NOW THEREFORE, BE IT RESOLVED, that the Company shall enter into the Transaction;

FURTHER RESOLVED, that the officers of the Member, be, and each of them hereby is, authorized and directed to execute and deliver all agreements, amendments, instruments and documents contemplated by the Transaction, and to do and cause to be done all such further acts and things, in the name and on behalf of the Company or any of its subsidiaries, as they may deem necessary or appropriate to effect the Transaction and to carry into effect the intent and purpose of the foregoing resolutions; and

FURTHER RESOLVED, that all actions of the Member and the officers of the Member so taken, and all actions heretofore taken, by said Member and the officers of the Member in connection with the transactions described in the foregoing resolutions are ratified, approved and confirmed in all respects.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BMT VENTURES, 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 THIRTEENTH DAY OF SEPTEMBER, A.D. 2011.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BMT VENTURES, LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 2008.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9024057

DATE: 09-13-11