

# Delaware

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*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NOONMARK CAPITAL PARTNERS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTEENTH DAY OF FEBRUARY, A.D. 2007, AT 11:15 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NOONMARK CAPITAL PARTNERS, LLC".

NSD/CES/REGISTRATION  
UNIT

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Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7974656

DATE: 05-05-10

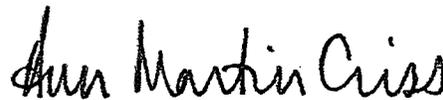
CERTIFICATE OF FORMATION  
OF  
NOONMARK CAPITAL PARTNERS, LLC  
A Limited Liability Company

**FIRST:** The name of the limited liability company is:

Noonmark Capital Partners, LLC

**SECOND:** The address of the limited liability company's registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle, 19808. The name of its registered agent at such address is Corporation Service Company.

**THE UNDERSIGNED**, being the individual forming the limited liability company, has executed, signed and acknowledged this Certificate of Formation this 13<sup>th</sup> day of February, 2007.



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Name: Ann Martin Criss

Title: Authorized Person

Certification

I, Paul C. Homsy, hereby certify that the attached photocopy is a true and correct copy of the Operating Agreement of Noonmark Capital Partners LLC, which has not been modified, amended or rescinded as of the date of this certification.

Signature: Paul C. Homsy  
Name: Paul C. Homsy  
Date: May 6, 2010

NSD/CES/REGISTRATION  
UNIT

2010 MAY 11 AM 10:39

## OPERATING AGREEMENT

OF

### Noonmark Capital Partners LLC

This Operating Agreement (this "Agreement") has been adopted by Paul C. Homsy as the sole member (the "Member") of Noonmark Capital Partners LLC, a Delaware limited liability company (the "Company").

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, Del. Code tit. 6, § 18-101, et seq., as amended from time to time (the "Act") and engaging in any and all lawful activities necessary or incidental to the foregoing.

2. Member. The name and address of the Member is:

Paul C. Homsy  
9 Hall Avenue  
Larchmont, NY 10538

3. Management.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) If an officer of the Company is appointed by the Member and given a title that is used by officers of a business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Member provide otherwise by written resolution.

4. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

5. Compensation of Member. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

6. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

7. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

8. Assignability of Membership Interest. The Member, in the Member's sole discretion, may transfer (whether by sale, gift or otherwise) all or any part of the Member's Membership rights, including economic and non-economic rights to any person at any time. The Member may make any such transfer under any terms and conditions which the Member deem appropriate. The Member's successor shall immediately be vested with all of such Member's rights, authority and power as a Member of the Company. Upon the death of either Member the deceased Member's Membership rights shall automatically pass to the surviving Member.

9. Liability of the Member. The Member shall not be liable to the Company for any actions taken in good faith and reasonably believed to be in the best interests of the Company while managing the business and affairs of the Company. No amendment or repeal of this Section 9 shall apply to or have any effect on the liability of the Member for or with respect to any acts or omissions of such Member occurring prior to such amendment or repeal. If the Act is amended hereafter to alter the extent to which a limited liability company may eliminate or limit the personal liability of its Member or managers, the liability of Member of this Company shall be limited or eliminated to the fullest extent permitted by the Act as amended.

10. Indemnification. The Company shall indemnify the Member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this Section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, except to the extent prohibited by the laws of the State of Delaware. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

11. Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State of Delaware, without reference to the conflicts of law rules of that or any other jurisdiction.

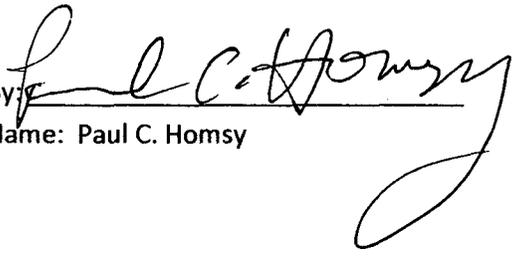
12. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written, with respect thereto. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

13. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

14. Binding Effect and Benefit. This Agreement will be binding upon, and will inure to the benefit of, the Member and each of his permitted successors and assigns.

15. Severability. If one or more provisions of this Agreement are held to be unenforceable under any applicable law, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has adopted this Operating Agreement as of April 1, 2010.

By: 

Name: Paul C. Homsy