Form 636  
(Revised 01/06)  
Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  

Filing Fee: See Instructions

Certificate of Conversion of a Limited Liability Company Converting to a Corporation

Converting Entity Information

The name of the converting limited liability company is:  
RealTime Laboratories, LLC

The jurisdiction of formation of the limited liability company is: Texas

The date of formation of the limited liability company is: January 20, 2006

The file number, if any, issued to the limited liability company by the secretary of state is: 800601537

Plan of Conversion—Alternative Statements

The limited liability company named above is converting to a: ☑ for-profit corporation  
☐ professional corporation  ☐ nonprofit corporation. The name of the corporation is:  
RealTime Laboratories, Inc.

The corporation will be formed under the laws of: Texas

☒ The plan of conversion is attached.

☐ If the plan of conversion is not attached, the following statements must be completed.

☐ Instead of attaching the plan of conversion, the limited liability company certifies to the following statements:

A signed plan of conversion is on file at the principal place of business of the limited liability company, the converting entity. The address of the principal place of business of the limited liability company is:

Street or Mailing Address

City  State  Country  Zip Code

A signed plan of conversion will be on file after the conversion at the principal place of business of the corporation, the converted entity. The address of the principal place of business of the corporation is:

Street or Mailing Address

City  State  Country  Zip Code

A copy of the plan of conversion will be furnished on written request without cost by the converting

RECEIVED  
MAR 15 2011  
Secretary of State
entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Certificate of Formation for the Converted Entity

☑ The converted entity is a Texas corporation. The certificate of formation of the Texas corporation is attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

☑ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the limited liability company.

☐ In lieu of providing the tax certificate, the corporation as the converted entity is liable for the payment of any franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: March 15, 2011

[Signature]

DAVID J. MCINTISH
CEO

Signature and title of authorized person on behalf of the converting entity
EXHIBIT B
TO
CERTIFICATE OF CONVERSION

CERTIFICATE FROM COMPTROLLER OF PUBLIC ACCOUNTS
March 11, 2011

REALTIME LABORATORIES, LLC
4100 FAIRWAY DR STE 600
CARROLLTON, TX 75010-6539

CERTIFICATE OF ACCOUNT STATUS

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO HEREBY CERTIFY that according to the records of this office

REALTIME LABORATORIES, LLC

has filed all required reports for taxes administered by the Comptroller under Title 2, Tax Code, and taxes reported due on those reports have been paid. This certificate must be filed with the Texas Secretary of State to legally end the entity's existence in Texas. This certificate is valid through December 31, 2011.

GIVEN UNDER MY HAND AND
SEAL OF OFFICE in the City of
Austin, this 11th day of
March, 2011 A.D.

\[Signature\]
Susan Combs
Texas Comptroller

Taxpayer number: 32018952641
File number: 0800601537

NOTE: Failure by registered Texas entities to legally end existence with the Texas Secretary of State on or before the expiration of this certificate will result in additional franchise tax responsibilities. Texas entities not registered with the Texas Secretary of State and all out-of-state entities are responsible for franchise tax through the last date of business in this state.

Form 05-306 (Rev. 12-07/16)
EXHIBIT A
TO
CERTIFICATE OF CONVERSION

PLAN OF CONVERSION
PLAN OF CONVERSION
OF REALTIME LABORATORIES, LLC,
a Texas limited liability company,
INTO REALTIME LABORATORIES, INC.,
A Texas corporation

This Plan of Conversion (this “Plan of Conversion”), dated as of this 7th day of March, 2011, is entered into by REALTIME LABORATORIES, LLC, a Texas limited liability company (the “Company”) in accordance with TEX. BUS. ORGS. CODE § 10.101 et. seq.

Recitals

WHEREAS, the Company is a limited liability company organized and validly existing under the laws of the State of Texas; and

WHEREAS, the Member of the Company has determined that it is advisable and in the best interests of the Company to convert from a Texas limited liability company to a Texas for-profit corporation upon the terms and subject to the conditions set forth in this Plan of Conversion and in accordance with the applicable laws of the State of Texas; and

WHEREAS, the Member of the Company has approved and adopted this Plan of Conversion.

Agreements

NOW, THEREFORE, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Conversion, the Company agrees as follows:

Article 1. THE CONVERSION AND ITS EFFECTIVE TIME

Section 1.1 The Conversion. The Company shall be converted from a Texas limited liability company to a Texas for-profit corporation organized and existing under the Texas Corporation Law and the Texas For-Profit Corporation Law (the “Surviving Corporation”) in accordance with the applicable laws of the State of Texas (the “Conversion”). By this Conversion, the Company shall continue its existence in the organizational form of the Surviving Corporation, which shall be a Texas for-profit corporation.

Section 1.2 Effective Time. The effective time and date of the Conversion shall be the time and date of the acceptance of the filing of the Certificate of Conversion by the Texas Secretary of State (the “Effective Time”).

Section 1.3 Name. The name of the Surviving Corporation shall be “RealTime Laboratories, Inc.”
Section 1.4 Principal Office. The address of the principal office of the Surviving Corporation shall be:

4100 Fairway Court, Suite 600
Carrollton, Texas 75010

Article 2. ORGANIZATIONAL DOCUMENTS

Section 2.1 Certificate of Formation of Company and Surviving Corporation. As of the Effective Time, the Certificate of Formation of the Company shall be cancelled by operation of law and the Certificate of Formation of the Surviving Corporation, in the form attached hereto as Exhibit A, shall be substituted therefor subject always to the right of the Surviving Corporation to amend such Certificate of Formation in accordance with the laws of the State of Texas and the terms and conditions of such Certificate. The Certificate of Formation shall be attached to the Certificate of Conversion upon filing of such Certificate of Conversion with the Texas Secretary of State as required by TEXAS BUS. ORGS. CODE § 10.154.

Section 2.2 Operating Agreement and Bylaws. As of the Effective Time, the Operating Agreement of the Company shall be cancelled by operation of law and the Bylaws of the Surviving Corporation shall be substituted therefor subject always to the right of the Surviving Corporation to alter, amend or repeal the Bylaws in accordance with the laws of the State of Texas and the terms and conditions of the Surviving Corporation’s Certificate of Formation and the Bylaws.

Article 3. DIRECTORS AND OFFICERS

Section 3.1 Directors and Officers. On and after the Effective Time, the initial members of the Board of Directors of the Surviving Corporation shall be those individuals named in the Certificate of Formation of the Surviving Corporation, attached hereto as Exhibit A. The initial officers of the Surviving Corporation shall be those individuals designated pursuant to the Bylaws of the Surviving Corporation.

Article 4. MANNER OF CONVERTING UNITS

Section 4.1 Issuance of Common Shares. As of the Effective Time, each of the issued and outstanding Units of the Company (100 Units) shall automatically and by operation of law be converted on a 1:1 basis into shares of common stock, no par value of the Surviving Corporation (100 shares), representing 100% of the outstanding shares of capital stock thereof, and no other payment shall be made with respect thereto, and all certificates evidencing such shares shall be issued and delivered by the Surviving Corporation to the Member of the Company.

Article 5. RIGHTS

Section 5.1 Rights. From and after the Effective Time, the Surviving Corporation shall, without further transfer, succeed to and thereafter possess and enjoy all of the public or private
rights, privileges, immunities and franchises, and be subject to all of the public and private restrictions, liabilities and duties, of the Company; all property (real, personal and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, the Company shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act, deed or other instrument; and the title to any real estate or any interest therein, vested by deed or otherwise in the Company, shall not revert or be in any way impaired by reason of the Conversion.

Article 6. LIABILITIES

Section 6.1 Liabilities. From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of the Company shall be preserved unimpaired by the Conversion; all debts, liabilities, obligations and duties (collectively, “Obligations”) of the Company shall become the responsibility and liability of the Surviving Corporation and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against the Company may be prosecuted to judgment as if the Conversion had not taken place, or the Surviving Corporation may, but need not, be substituted in the place of the Company in such action or proceeding.

Article 7. CORPORATE ACTS

Section 7.1 Corporate Acts. From and after the Effective Time, all corporate acts, plans, policies, arrangements, approvals and authorizations (collectively, “Corporate Acts”) of the Company, its Member, managers, officers, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Corporate Acts of the Surviving Corporation.

Article 8. CERTIFICATE OF CONVERSION; FILING

Section 8.1 Certificate of Conversion; Filing. As soon as practicable after the date hereof, the proper officers of the Company shall prepare and deliver an appropriate Certificate of Conversion to the Texas Secretary of State, and shall make all other filings or recordings as may be required under the Texas Corporation Law or the Texas Limited Liability Company Law in connection with the Conversion. Upon the filing and acceptance by the Texas Secretary of State of the Certificate of Conversion, the Conversion shall be completed and the resulting Surviving Corporation shall operate pursuant to such Certificate and the provisions of the Texas Corporation Law and the Texas For-Profit Corporation Law.

Article 9. FURTHER DOCUMENTS

Section 9.1 Further Documents. If at any time prior to or after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Company or otherwise to carry out the purposes of the Conversion, the proper officers and the Member of the Company shall execute and make all such proper
assignments or assurances and take such other actions; and, without limiting the foregoing, following the Effective Time, the Board of Directors and the proper officers of the Surviving Corporation are hereby authorized, in the name and on behalf of the Company or otherwise, to do any of the foregoing.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned, being the duly authorized President of the Company, executes this Plan of Entity Conversion, this 7th day of March, 2011.

RealTime Laboratories, LLC

By: [Signature]

Name: David Murcott
Title: Chief Executive Officer
EXHIBIT A
TO
PLAN OF CONVERSION

CERTIFICATE OF FORMATION
CERTIFICATE OF FORMATION
OF
REALTIME LABORATORIES, INC.
A FOR-PROFIT CORPORATION

This Certificate of Formation (the "Certificate") is being submitted pursuant to the provisions of the Texas Business Organizations Code (hereinafter referred to as the "Code").

ARTICLE I
ENTITY NAME AND TYPE

The filing entity being formed is a for-profit corporation. The name of the corporation is RealTime Laboratories, Inc. (the "Corporation").

ARTICLE II
REGISTERED AGENT AND REGISTERED OFFICE

Section 2.1 Registered Agent. The initial registered agent is an organization by the name of Medical Service Consultation International, L.L.C.

Section 2.2 Registered Office Address. The business address of the registered agent and the registered office address is 4100 Fairway Court, Suite 600, Carrollton, Texas 75010.

ARTICLE III
CONVERSION

This Certificate if being filed under a plan of conversion. The name of the converting entity is RealTime Laboratories, LLC, a Texas limited liability company, formed on January 20, 2006, pursuant to the laws of the State of Texas, and with an address of 4100 Fairway Court, Suite 600, Carrollton, Texas 75010.

ARTICLE IV
DIRECTORS

The number of directors constituting the initial Board of Directors of the Corporation shall be three. The names and addresses of the persons who will serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vincent E. Bolton</td>
<td>2203 Glynn Springs Road</td>
</tr>
<tr>
<td></td>
<td>Williamsburg, Virginia 23185</td>
</tr>
<tr>
<td>Dennis G. Hooper</td>
<td>2613 Sir Percival Lane</td>
</tr>
<tr>
<td></td>
<td>Lewisville, Texas 75056</td>
</tr>
<tr>
<td>Modesto Regina</td>
<td>7001 Blalock Drive</td>
</tr>
<tr>
<td></td>
<td>The Colony, Texas 75056</td>
</tr>
</tbody>
</table>

Certificate of Formation of RealTime Laboratories, Inc.
ARTICLE V
AUTHORIZED SHARES

Section 5.1  **Number of Shares.** The total number of shares which the Corporation shall have authority to issue is 10,500,000.

Section 5.2  **Classes of Shares.** The authorized shares of the Corporation shall consist of 10,000,000 shares of Common Stock, without par value ("Common Stock"), and 500,000 shares of Preferred Stock, without par value ("Preferred Stock"). The Corporation’s Board of Directors (the "Board") shall have the authority to authorize and direct the issuance by the Corporation of shares of Common Stock and Preferred Stock at such times, in such amounts, to such persons, for such considerations, and upon such terms and conditions as it may from time to time determine, subject only to the restrictions, limitations, conditions, and requirements imposed by the Code, other applicable laws, and this Certificate, as the same may from time to time be amended.

(a)  **Common Stock.**

(1)  **General.** All shares of Common Stock shall have the same preferences, limitations, voting rights, and privileges. Holders of Common Stock shall have unlimited voting rights and shall be entitled to receive the net assets of the Corporation upon dissolution. The voting, dividend, and liquidation rights of the holders of Common Stock are subject to and qualified by the rights, powers, and preferences of the holders of Preferred Stock, if any, as may be designated by resolution of the Board with respect to any series of Preferred Stock as authorized herein.

(2)  **Voting Rights.** The holders of Common Stock are entitled to one vote for each share of Common Stock standing in such shareholder’s name on the books of the Corporation on each matter voted on at a meeting of shareholders (and written actions in lieu of meetings). There shall be no cumulative voting.

(3)  **Dividends.** Dividends or distributions may be declared and paid upon outstanding shares of Common Stock from time to time in the discretion of the Board in compliance with applicable provisions of the Act. Dividends payable in the shares of any kind or class of stock of the Corporation may be paid to the holders of Common Stock of that or any other kind or class of shares.

(b)  **Preferred Stock.**

(1)  **General.** Preferred Stock may be issued from time to time in one or more series, each of such series to consist of such number of shares and to have such terms, rights, powers, and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board as hereinafter provided. Any shares of Preferred Stock which may be redeemed, purchased, or acquired by the Corporation may be reissued except as otherwise provided by law or by the terms of any series of Preferred Stock.

Certificate of Formation of RealTime Laboratories, Inc.

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(2) **Blank Check Preferred.** Authority is hereby expressly granted to the Board to issue from time to time the Preferred Stock in one or more series, and in connection with the creation of any such series, by resolution or resolutions providing for the issuance of the shares thereof, to determine and fix such voting powers, designations, preferences, and relative participating, optional, or other special rights, and qualifications, limitations or restrictions thereof, including, without limitation, dividend rights, special voting rights, conversion rights, redemption privileges, and liquidation preferences, as shall be stated and expressed in such resolutions. Without limiting the generality of the foregoing, and subject to the rights of any series of preferred stock then outstanding, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to the Preferred Stock of any other series to the extent permitted by law.

Section 5.3 **Restrictions on Transfer of Shares.** The rights of shareholders of the Corporation to sell, pledge, hypothecate, gift, or otherwise dispose of any shares may be subject to restrictions which may be set forth in this Certificate, the Bylaws of the Corporation, an agreement between one or more shareholders and the Corporation, or in another agreement. Any attempted sale, pledge, hypothecation, gift, or other disposal of any shares in violation of the terms and conditions found in this Certificate, the Bylaws, or any other agreement shall be null and void.

Section 5.4 **Acquisition of Shares.** The Board of Directors shall have the authority to authorize and direct the acquisition by the Corporation of issued and outstanding shares of any class of stock of the Corporation at such times, in such amounts, from such persons, for such considerations, from such sources, and upon such terms and conditions as it may from time to time determine, subject only to the restrictions, limitations, conditions, and requirements imposed by the Code, other applicable laws, and this Certificate, as the same may from time to time be amended.

**ARTICLE VI**

**PURPOSE**

The purpose for which the Corporation is formed is for the transaction of any and all lawful business for which a for-profit corporation may be organized under the Code.

**ARTICLE VII**

**EFFECTIVE DATE; PERIOD OF EXISTENCE**

Section 7.1 **Effective Date.** This Certificate shall become effective on the date the Certificate is filed by the Texas Secretary of State.

Section 7.2 **Period of Existence.** The period during which the Corporation shall continue is perpetual.

*Certificate of Formation of RealTime Laboratories, Inc.*

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ARTICLE VIII
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

Section 8.1  Indemnification of Directors and Officers. The Corporation shall, to the fullest extent permitted by the Code, or any other applicable laws, as from time to time in effect, indemnify any member of the Board of Directors or any officer of the Corporation who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal (an “Action”), by reason of the fact that such director or officer is or was a director or officer or who, while serving as such director or officer, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent (an “Authorized Capacity”) of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not (individually, “Another Entity”), against expenses, including attorneys’ fees (“Expenses”), judgments, penalties, fines (including excise taxes assessed with respect to employee benefit plans) and amounts paid in settlement actually and reasonably incurred by him in connection with such Action if such person acted in good faith and in a manner he reasonably believed, in the case of conduct in his official capacity, was in the best interests of the Corporation, and in all other cases was not opposed to the best interests of the Corporation, and, with respect to any criminal Action, he either had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful. The termination of any Action by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the prescribed standards of conduct.

Section 8.2  Indemnification of Employees and Agents. The Corporation may, to the fullest extent permitted by the Code, or any other applicable laws, as from time to time in effect, indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed Action, by reason of the fact that he is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation in an Authorized Capacity for Another Entity, against Expenses, judgments, penalties, fines (including excise taxes assessed with respect to employee benefit plans) and amounts paid in settlement actually and reasonably incurred by him in connection with such Action if such person acted in good faith and in a manner he reasonably believed in the case of conduct in his official capacity was in the best interests of the Corporation, and in all other cases was not opposed to the best interests of the Corporation, and, with respect to any criminal Action, he either had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful. The termination of any Action, by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not meet the prescribed standards of conduct.

Section 8.3  Indemnification in Successfully Defended Actions. To the extent that a director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in the defense of any Action referred to in Section 8.1 or Section 8.2, or in the defense of any claim, issue, or matter in any such Action, the Corporation shall indemnify him against Expenses actually and reasonably incurred by him in connection therewith.
Section 8.4 **Indemnification Procedure.** Unless ordered by a court, any indemnification of any person under Section 8.1 or 8.2 of this Article VIII shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of such person is proper in the circumstances because such person met the applicable standards of conduct. Such determination shall be made (i) by the Board of Directors, by a majority vote of a quorum consisting of directors who are not at the time parties to the Action involved ("Parties"), or (ii) if a quorum cannot be obtained under (i), by a majority vote of a committee, duly designated by directors who are not at the time Parties, consisting solely of two or more directors who are not at the time Parties, or (iii) by written opinion of special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) and (ii), respectively, or (iv) by the shareholders of the Corporation, voting together as a single class, provided that shares owned by or voted under the control of persons who are at the time Parties may not be voted on the determination, (v) by a unanimous vote of the shareholders of the Corporation. Authorization of indemnification and evaluation as to the reasonableness of Expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of Expenses shall be made by those entitled under (iii) to select counsel.

Section 8.5 **Good Faith Defined.** For purposes of any determination under Section 8.1, a director shall be deemed to have acted in good faith and to have otherwise met the applicable standard of conduct set forth in Section 8.1 if his action is based on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by (i) one or more officers, employees, or agents of the Corporation or another enterprise whom he reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, public accountants, appraisers, or other persons as to matters he reasonably believes are within the person's professional or expert competence; or (iii) a committee appointed by the Board of Directors or by the board of directors of another enterprise, of which the director is not a member, if the director reasonably believes the committee merits confidence. The term “another enterprise” as used in this Section 8.5 shall mean Another Entity of which such director is or was serving at the request of the Corporation in an Authorized Capacity. The provisions of this Section 8.5 shall not be deemed to be exclusive or to limit in any way the circumstances in which a director may be deemed to have met the applicable standards of conduct set forth in Section 8.1.

Section 8.6 **Payment of Expenses in Advance.** Expenses reasonably incurred in connection with any Action by any director or officer may be paid or reimbursed by the Corporation in advance of the final disposition of such Action as authorized in the specific case in the same manner described in Section 8.4 upon receipt of a written affirmation of such director’s or officer’s good faith belief that he has met the standards of conduct described in Section 8.1 or 8.2 of this Article VIII and upon receipt of a written undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he did not meet the applicable standards of conduct and a determination is made under the procedure set forth in Section 8.4 that the facts then known to those making the determination would not preclude indemnification under this Article VIII. Such an undertaking must be an unlimited general obligation of the person making it, but need not be secured and may be accepted by the Corporation without reference to such person’s financial ability to make repayment.
Section 8.7 **Rights Not Exclusive.** The indemnification provided in this Article VIII shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under (i) any law, (2) the Bylaws of the Corporation, (3) any resolution of the Board of Directors or of the Corporation's shareholders, (4) any other authorization, whenever adopted, after notice, by a majority vote of all shares entitled to vote thereon, (5) any contract, or (6) the certificate of formation, bylaws, or other governing documents, or any resolution of or other authorization by the directors, shareholders, partners, trustees, members, owners or governing body of Another Entity; (ii) shall inure to the benefit of the heirs, executors, and administrators of such person; and (iii) shall continue as to any such person who has ceased to be a director, officer, employee, or agent of the Corporation or to be serving in an Authorized Capacity for Another Entity.

Section 8.8 **Insurance.** The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation in an Authorized Capacity of or for Another Entity, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article VIII.

Section 8.9 **Vested Right to Indemnification.** The right of any person to indemnification under this Article VIII shall vest at the time of the occurrence or performance of any event, act, or omission giving rise to the Action for which indemnification is sought, and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration, or other modification of any or all of these provisions. Notwithstanding the foregoing, the indemnification afforded under this Article VIII shall be applicable to all alleged prior acts or omissions of any person seeking indemnification hereunder, regardless of the fact that such alleged prior acts or omissions may have occurred prior to the adoption of this Article VIII, to the extent such prior acts or omissions cannot be deemed to be covered by this Article VIII, the right of any individual to indemnification shall be governed by the indemnification provisions in effect at the time of such prior acts or omissions.

Section 8.10 **Additional Definitions.** For purposes of this Article VIII, references to the “Corporation” shall include any domestic or foreign predecessor entity of the Corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction. Also for purposes of this Article VIII, serving an employee benefit plan at the request of the Corporation shall include any service as a director, officer, employee, or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to any employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner such person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Corporation” referred to in this Article VIII. In addition, for purposes of this Article VIII, “party” includes any individual who is or was a plaintiff, defendant, or respondent in any action, suit or proceeding, or who is threatened to be made a named defendant or respondent in any action, suit or proceeding. Finally, for purposes of this Article VIII, “official capacity” when used with respect to a director shall mean the office of director of the Corporation; and when used with respect to an individual other than a director, shall mean the office in the Corporation held by the officer or the

*Certificate of Formation of RealTime Laboratories, Inc.*

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employment or agency relationship undertaken by the employee or agent on behalf of the Corporation. "Official capacity" does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not.

Section 8.11 Payments as a Business Expense. Any payments made to any indemnified party under this Article VIII or under any other right to indemnification shall be deemed to be an ordinary and necessary business expense of the Corporation, and payment thereof shall not subject any person responsible for the payment, or the Board of Directors, to any action for corporate waste or any similar action.

Section 8.12 Amendment to the Code. If the Code is amended after the filing of this Certificate to authorize corporate action further eliminating or limiting the personal liability of the directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Code as so amended.

ARTICLE IX  
MISCELLANEOUS PROVISIONS

Section 9.1 Amendment of Certificate of Formation. The Corporation reserves the right to increase or decrease the number of its authorized shares, or any class or series thereof, and to reclassify the same, and to amend, alter, change, or repeal any provision contained in this Certificate, or any amendment hereto, or to add any provision to this Certificate or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the Code or any other applicable laws, and all rights and powers conferred upon shareholders, directors, and officers of the Corporation in this Certificate, or any amendment hereto, are granted subject to this reserved power.

Section 9.2 Adoption and Amendment of Bylaws. The Board of Directors shall have the power to make, alter, amend, and repeal the Bylaws of the Corporation upon the affirmative vote of not less than a majority of the directors.

Section 9.3 Shareholder Action by Non-Unanimous Consent Without Meeting. Unless otherwise restricted by law, this Certificate, or the Bylaws, any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of shareholders as would be necessary to take that action at a meeting at which all of the shareholders were present and voted. Such written consent shall bear the date of the signature of each shareholder who signs the consent, and such written consent shall not be effective unless, within 60 days after the date of the earliest dated consent, a consent or consents signed by the required number of shareholders is delivered to the Corporation. Such delivery shall be by hand or certified or registered mail, return receipt requested. Prompt notice of the taking of any action by shareholders without a meeting by less than unanimous written consent shall be given to all shareholders who did not consent in writing to the action.

[Signature Page Follows]
IN WITNESS WHEREOF, the undersigned affirms that the person designated as registered agent herein has consented to the appointment, and the undersigned does hereby execute this Certificate of Formation subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Dated: March 15, 2011

By: ____________________________

David Murcott, Authorized Person

Certificate of Formation of RealTime Laboratories, Inc.

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