

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Miller Pipeline Corporation		12/28/2010	CORPORATION:

RECEIVING PARTY DATA

Name:	Miller Pipeline, LLC
Street Address:	8850 Crawfordsville Road
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46234
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1868275	SAFE-T-SEAL
Registration Number:	1895540	SAFE-PASSAGE
Registration Number:	1048514	WEKO-SEAL
Registration Number:	1783845	INTRUDER
Registration Number:	1838844	MILLER PIPELINE
Registration Number:	1837063	M
Registration Number:	1492244	ENCAPSEAL
Registration Number:	1558777	SLOT
Registration Number:	1378857	VAC-HOE
Registration Number:	3906204	HY-FLEX
Registration Number:	2807415	MPC TOUGH TUBE

CORRESPONDENCE DATA

Fax Number: 3172317433

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

CH \$290.00 1868275

via US Mail.

Email: jgard@btlaw.com
Correspondent Name: Julia Spoor Gard
Address Line 1: 11 South Meridian Street
Address Line 4: Indianapolis, INDIANA 46204-3535

ATTORNEY DOCKET NUMBER:	6081-100
NAME OF SUBMITTER:	Julia Spoor Gard
Signature:	/jgard/
Date:	03/14/2013

Total Attachments: 12

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RECEIVED
IND. SECRETARY OF STATE

DEC 30 2010

Indiana Secretary of State
Packet: 1995070787
Filing Date: 12/30/2010
Effective Date: 12/31/2010



ARTICLES OF ENTITY CONVERSION:
Conversion of a Corporation into a Limited Liability Company
State Form 51576 (1-04)
Approved by State Board of Accounts, 2004

TODD ROKITA
SECRETARY OF STATE
CORPORATE DIVISION
302 W. Washington Street, Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-6576

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

Indiana Code 23-1-18-3
FILING FEE: \$30.00

ARTICLES OF CONVERSION OF <u>Miller Pipeline Corporation</u> <small>(hereinafter "Non-surviving Corporation")</small>	APPROVED AND FILED IND. SECRETARY OF STATE
INTO <u>Miller Pipeline, LLC</u> <small>(hereinafter "Surviving LLC")</small>	

ARTICLE I: PLAN OF ENTITY CONVERSION

a. Please set forth the Plan of Conversion, containing such information as required by Indiana Code 23-1-38.5-11 and Indiana Code 23-1-38.5-12, attach herewith, and designate it as "Exhibit A."
The following is basic information that must be included in the Plan of Entity Conversion: (please refer to Indiana Code 23-1-38.5-12 for a more complete listing of requirements before submitting the plan).

- A statement of the type of business entity that Surviving LLC will be and, if it will be a foreign non-corporation, its jurisdiction of organization;
- The terms and conditions of the conversion;
- The manner and basis of converting the shares of Non-surviving Corporation into the interests, securities, obligations, rights to acquire interests or other securities of Surviving LLC following its conversion; and
- The full text, as in effect immediately after the consummation of the conversion, of the organic document (if any) of Surviving LLC.
- If, as a result of the conversion, one or more shareholders of Non-surviving Corporation would be subject to owner liability for debts, obligations, or liabilities of any other person or entity, those shareholders must consent in writing to such liabilities in order for the Plan of Merger to be valid.

b. Please read and sign the following statement.
I hereby affirm under penalty of perjury that the plan of conversion is in accordance with the Articles of Incorporation or bylaws of Non-surviving Corporation and is duly authorized by the shareholders of Non-surviving Corporation as required by the laws of the State of Indiana.

Signature Printed Name Douglas S. Bering, Jr. Title Chief Executive Officer

ARTICLE II: NAME AND DATE OF INCORPORATION OF NON-SURVIVING CORPORATION

a. The name of Non-surviving Corporation immediately before filing these Articles of Entity Conversion is the following:
Miller Pipeline Corporation

b. The date on which Non-surviving Corporation was incorporated in the State of Indiana is the following: July 19, 1995

ARTICLE III: NAME AND PRINCIPAL OFFICE OF SURVIVING LLC

a. The name of Surviving LLC is the following:
Miller Pipeline, LLC

• (Please note pursuant to Indiana Code 23-18-2-8, this name must include the words "Limited Liability Company", "LLC", or "LLC").
• (If Surviving LLC is a foreign LLC, then its name must adhere to the laws of the state in which it is domiciled).

b. The address of Surviving LLC's Principal Office is the following:

Street Address <u>8850 Crawfordsville Road</u>	City <u>Indianapolis</u>	State <u>IN</u>	Zip Code <u>46234</u>
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ARTICLE V. REGISTERED OFFICE AND AGENT OF SURVIVING LLC			
Registered Agent: The name and street address of Surviving LLC's Registered Agent and Registered Office for service of process are the following:			
Name of Registered Agent <i>Ronald E. Christian</i>			
Address of Registered Office (street or building) <i>One Vectren Square</i>		City <i>Evansville</i>	Zip Code <i>Indiana 47708</i>

ARTICLE V - JURISDICTION OF SURVIVING LLC AND CHARTER SURRENDER OF NON-SURVIVING CORPORATION	
SECTION 1	JURISDICTION
Please state the jurisdiction in which Surviving LLC will be organized and governed. <u><i>Indiana</i></u>	
SECTION 2	CHARTER SURRENDER ((Please complete this section only if Surviving LLC is organized outside of Indiana).)
If the jurisdiction stated above is not Indiana, please set forth the Articles of Charter Surrender for the Non-surviving Corporation and attach herewith as "Exhibit B."	
Pursuant to <i>Indiana Code 23-1-38.5-14</i> , the Articles of Charter Surrender must include:	
<ol style="list-style-type: none"> 1. The name of Non-surviving Corporation; 2. A statement that the Articles of Charter Surrender are being filed in connection with the conversion of Non-surviving Corporation into an LLC that will be organized in a jurisdiction other than the State of Indiana; 3. A signed statement under penalty of perjury that the conversion was duly approved by the shareholders of Non-surviving Corporation in a manner required by Indiana Law and consistent with the Articles of Incorporation or the bylaws of Non-surviving Corporation; 4. The jurisdiction under which the Surviving LLC will be organized; and 5. The address of Surviving LLC's executive office. 	

ARTICLE VI: DISSOLUTION OF SURVIVING LLC
Please indicate when dissolution will take place in Surviving LLC: <input type="checkbox"/> The latest date upon which Surviving LLC is to dissolve is _____ OR <input checked="" type="checkbox"/> Surviving LLC is perpetual until dissolution.

ARTICLE VII: MANAGEMENT OF SURVIVING LLC
Surviving LLC will be managed by: <input checked="" type="checkbox"/> The members of Surviving LLC, OR <input type="checkbox"/> A manager or managers

In Witness Whereof, the undersigned being an officer or other duly authorized representative of Non-surviving Corporation executes these Articles of Entity Conversion and verifies, subject to penalties of perjury, that the statements contained herein are true,

this *28TH* day of *DECEMBER*, 20 *10*

Signature <i>Douglas S. Banning, Jr.</i>	Printed Name <i>Douglas S. Banning, Jr.</i>
Title <i>Chief Executive Officer</i>	

**JOINT WRITTEN CONSENT OF THE SHAREHOLDERS AND DIRECTORS
OF MILLER PIPELINE CORPORATION TO ACTIONS TAKEN WITHOUT
A FORMAL MEETING OF THE SHAREHOLDERS AND DIRECTORS**

December 31, 2010


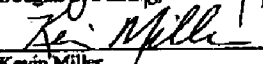
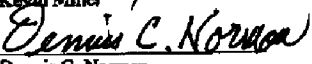
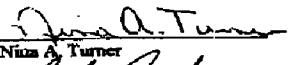
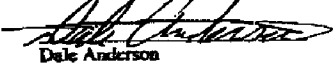
The undersigned, being the sole Shareholder and all of the Directors of Miller Pipeline Corporation, an Indiana corporation (the "Non-surviving Entity"), do hereby consent to the taking of the following actions with respect to the Non-surviving Entity without a formal meeting of the Shareholder and Directors of the Non-surviving Entity, and do hereby consent to the following described corporate actions and do hereby adopt the following resolutions:

"BE IT RESOLVED, that the proposed conversion embodied in the Plan of Entity Conversion and the Articles of Conversion previously discussed, providing for the conversion of the Non-surviving Entity into Miller Pipeline, LLC, an Indiana limited liability company (the "Surviving LLC") (the "Conversion"), submitted to the shareholder and directors of the Non-surviving Entity for approval pursuant to which the Non-surviving Entity would be converted into the Surviving LLC effective as of 12:01 a.m. on December 31, 2010, and pursuant to which the sole shareholder with interest in the Non-surviving Entity shall receive from the Surviving LLC ten (10) units of interest of the Surviving LLC in exchange for its corresponding equal interest of the Non-surviving Entity, be and the same is hereby, approved in all respects; and

BE IT FURTHER RESOLVED, that Douglas S. Banning, Jr., be, and he is hereby, authorized and directed to execute all documents in connection with the Conversion on behalf of the Non-surviving Entity, and to take such actions necessary or desirable to carry out the purpose and intent of the foregoing resolution."

The undersigned hereby waive any requirements of a formal meeting of the Shareholder and Directors of the Non-surviving Entity in connection with the above actions and resolutions, and hereby agree that this written Consent shall be filed in lieu of and shall be of the same force and effect as a formal meeting of the Shareholder and Directors of the Non-surviving Entity, and the undersigned further agree that this written Consent shall be filed with the minutes and proceedings of the Shareholder and Directors of the Non-surviving Entity.

**CONSENTING AND
APPROVING DIRECTORS:**


Douglas S. Banning, Jr.

Kevin Miller

Dennis C. Norman

Nina A. Turner

Dale Anderson

**CONSENTING AND
APPROVING SHAREHOLDER:**

MP Acquisition, LLC, as sole
shareholder of Miller Pipeline Corporation

By: 
Joshua A. Claybourn, Secretary

EXHIBIT "A"

PLAN OF ENTITY CONVERSION

THIS PLAN ON ENTITY CONVERSION (hereinafter referred to as "Plan"), effective as of the 31st day of December, 2010, concerns the conversion of Miller Pipeline Corporation, an Indiana corporation (hereinafter referred to as the "Non-surviving Business Entity") into Miller Pipeline, LLC, an Indiana limited liability company (hereinafter referred to as the "Surviving LLC") pursuant to Ind. Code § 23-1-38.5.

Section 1. Type of business entity

In accordance with Ind. Code § 23-1-38.5, Surviving LLC will as of and following the Effective Date, as defined herein, of the conversion become a domestic Indiana limited liability company.

Section 2. Terms and conditions of the conversion

- 2.1 **Approval by Non-surviving Business Entity.** The Plan of Entity Conversion and Articles of Entity Conversion have been submitted for adoption and approval to the sole shareholder and directors of the Non-surviving Business Entity pursuant to Indiana Code Section § 23-1-38.5-10, and has been unanimously adopted and approved.
- 2.2 **Effect of Conversion.** Upon the Effective Date of this conversion: (i) the separate existence of the Non-surviving Business Entity shall cease and shall at that time be converted into the Surviving LLC, in accordance with the provisions of this Plan, which Surviving LLC shall possess all of the rights, privileges, powers and franchises, of public and private nature, and shall be subject to all the restrictions and duties of each of the business entities which are parties to this Plan, and all property, real, personal and mixed and all debts due to Non-surviving Business Entity shall be vested in the Surviving LLC; (ii) all property, rights and privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving LLC as they were of the Non-surviving Business Entity, and the title to any real estate, whether by deed or otherwise, vested in either of said business entities which are part of this Plan, shall not revert or in any way be impaired by reason of this conversion, provided that all rights of creditors and all liens upon property of either business entity shall be preserved and unimpaired and all debts, liabilities and duties of the Non-surviving Business Entity shall henceforth be assumed and paid by the Surviving LLC, and may be enforced against the Surviving LLC to the same extent as if said debts, liabilities and duties had been incurred or contracted for by said Surviving LLC; and (iii) the Surviving LLC thereafter shall be governed pursuant to Title 23, Article 18 of the Indiana Code and by the Operating Agreement in the form attached hereto as Schedule 1.
- 2.3 **Additional Instruments.** In the event that any further assignments or assurances are necessary or desirable to vest the Surviving LLC, according to the terms hereof, with title to any property rights of the Non-surviving Business Entity, the proper representatives of said Non-surviving Business Entity shall and will execute and convey all such proper assignments and assurances and do all things necessary, proper, or desirable to vest title of such property or rights of the Non-surviving Business Entity in the Surviving LLC, and otherwise to carry out this Plan.

- 2.4 Amendment of Agreement. The Surviving LLC reserves the right to amend, alter, change or repeal any provision contained in this Plan, except as to the debts, liabilities and duties of the Non-surviving Business Entity herein assumed, including the right to amend, alter or change any of the provisions of the Operating Agreement of the Surviving LLC, provided that said amendment, alteration or change shall be according to and in full compliance with the Indiana statutes now or hereafter applicable to Surviving LLC.

Section 3. Necessary Filings

- 3.1 Surviving LLC shall file State Form 51576, Articles of Entity Conversion, with the Indiana Secretary of State as soon as is practicable. Said form shall reflect, among other things, the following information:
- 3.1.1 Entity Name: The name of Surviving LLC shall be Miller Pipeline, LLC.
 - 3.1.2 Entity Address: The address of Surviving LLC's principal office shall be 8850 Crawfordsville Road, Indianapolis, IN 46234
 - 3.1.3 Registered Agent: The registered agent of Surviving LLC shall be Ronald E. Christian.
 - 3.1.4 Registered Office: The address of Surviving LLC's registered office shall be One Vectren Square, Evansville, Indiana 47708.

Section 4. Jurisdiction

Both the Non-surviving Business Entity and the Surviving LLC shall take whatever steps are necessary for compliance with the laws of the State of Indiana concerning conversion of a corporation into a limited liability company. There shall be executed and filed with the Secretary of State of Indiana Articles of Conversion setting forth the Plan of Conversion, the signatures of the parties hereto, and the manner of the adoption of such Articles of Conversion.

Section 5. Manner and basis of conversion

The manner of converting the outstanding interests of the Non-surviving Business Entity into units of interest of the Surviving LLC shall be as follows:

The sole shareholder with interest in the Non-surviving Business Entity shall, upon the Effective Date of the conversion, receive from the Surviving LLC Ten (10) units of interest of the Surviving LLC in exchange for its corresponding equal interest of the Non-surviving Business Entity. As a result of the above, immediately after the conversion provided for herein, the Surviving LLC shall have Ten (10) total units outstanding owned by MP Acquisition, LLC as its sole member.

Additional shares may be created after the conversion pursuant to the governing documents of Surviving Entity.

Section 6. Effective Date of Conversion

The effective date of this Plan, and as such the date and time at which the conversion described herein shall occur, shall be as of 12:01 a.m. on December 31, 2010 ("Effective Date"), upon which date,

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as hereinabove set forth: (i) all assets of the Non-surviving Business Entity shall be transferred to the Surviving LLC; (ii) the Surviving LLC shall assume all of the liabilities of the Non-surviving Business Entity; and (iii) all outstanding interests in the Non-surviving Business Entity shall be converted to and exchanged for the units of the Surviving LLC.

Section 7. Accounting

The books and accounts of the Surviving LLC will be kept on a calendar year basis.

Section 8. Expenses of Conversion.

The Surviving LLC shall bear all of the expenses incurred in accomplishing the conversion.

OPERATING AGREEMENT FOR MILLER PIPELINE, LLC

THIS AGREEMENT is by and between MP Acquisition, LLC (hereinafter referred to as the "Member") and Miller Pipeline, LLC a limited liability company formed and existing under the laws of the State of Indiana, with its principal place of business at 8850 Crawfordsville Road, Indianapolis, IN 46234 (hereinafter referred to as the "Company").

BACKGROUND

1. On July 19, 1995, the Articles of Incorporation of Miller Pipeline Corporation were filed with the Secretary of State of the State of Indiana.
2. On that date, the Secretary accepted the Articles of Incorporation for filing and Miller Pipeline Corporation was formed as a corporation under the Indiana Business Corporation Law.
3. Effective December 31, 2010, Miller Pipeline Corporation filed for conversion into Miller Pipeline, LLC in accordance with Ind. Code § 23-1-38.5 to become a limited liability company pursuant to the Indiana Business Flexibility Act (I.C. §23-18, et seq.) (the "LLC Act").
3. This Agreement confirms the agreement among the parties as to the internal affairs of the Company and the conduct of its business.

TERMS AND CONDITIONS

Intending to be legally bound, the parties agree as follows:

**ARTICLE I
PRELIMINARY PROVISIONS**

Section 1.1 Effective Date of Agreement, Enforceability. The effective date of this Agreement (the "Effective Date") shall be the date of filing of the Articles.

Section 1.2 Company's Name, Purpose, Etc. The Company's name, purpose, registered agent, registered office, duration and form of management shall be as set forth in the Articles.

Section 1.3 Principal Place of Business of Company. The Company's principal place of business shall be 8850 Crawfordsville Road, Indianapolis, IN 46234. The Member of the Company may change the Company's principal place of business from time to time in the Member's sole discretion.

Section 1.4 Registered Office and Registered Agent. The Company's registered office shall be at One Vectren Square, Evansville, Indiana 47708, and the name of its registered agent at such address shall be Ronald E. Christian. The Member of the Company may change the Company's registered agent and/or the Company's registered office from time to time in the Member's sole discretion.

Section 1.5 Management of Company. The management of the Company is reserved to its member(s).

Section 1.6 Limited Liability of Member.

- (a) The Member shall not be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a member.

- (b) The Member shall not be personally liable for the debts, obligations or liabilities of the Company, whether arising out of a contract, tort or otherwise, or for the acts or omissions of any Member, Manager, agent or employee of the Company.
- (c) The Member shall be liable for its conduct in its individual capacity as provided by law.

Section 1.7 Admission of Additional Members. Whether additional members shall be admitted as members of the Company shall be in the sole discretion of the Member.

Section 1.8 Amendment of Agreement if Company has Multiple Members. If, at any time, the Company has two or more members, the members shall, with reasonable promptness, make all amendments to this Agreement necessary to reflect their agreement concerning the allocation of the Company's profits and losses, the allocation of management rights, and other appropriate matters.

Section 1.9 Taxation of Company and Members. The Member shall determine the method in which the Company shall be taxed under state and federal tax law.

Section 1.10 Annual Accounting Period of Company. The Company's annual accounting period for financial and tax purposes shall be the calendar year (unless another appropriate period is selected by the Member).

Section 1.11 Company Method of Accounting. The Company shall use such method of accounting to compute its taxable income as selected by the Member.

Section 1.12 Effect of Company Act. Except as otherwise provided in this Agreement or by law, the business and internal affairs of the Company shall be governed by the Act as in effect on the Effective Date.

Section 1.13 Relation of Agreement to Articles. If there is any conflict between the provisions of this Agreement and those of the Articles, the provisions of this Agreement shall prevail.

ARTICLE II CAPITAL CONTRIBUTIONS

Section 2.1 Capital Contributions and Percentage Interests of Members. Any capital contributions shall be in such amounts and in such types of property as may be determined by the Member of the Company.

Section 2.2 No Duty to Make Additional Contributions. Except for the initial contribution set forth in Section 2.1 hereof, the Member shall have no duty to make contributions to the Company.

ARTICLE III ALLOCATIONS AND DISTRIBUTIONS OF COMPANY PROFITS

Section 3.1 Allocations of Profits and Losses and Allocations of Distributions. Only the Member shall be entitled to allocations of Company profits and losses, to allocations of distributions of Company profits and other Company assets and to distributions of Company profits and other assets. No other person shall have any right to any such allocations or distributions.

Section 3.2 Decisions Concerning Allocations. It shall be within the sole and exclusive discretion of the Member to decide:

- (a) Whether to make allocations of its profits and losses to the Member;
- (b) Whether to make allocations of distributions of profits and other assets to the Member;
- (c) Whether to make distributions of profits and other assets to the Member; and
- (c) When and in what amounts to make any such allocation or distribution;

PROVIDED, that the Company shall make no such distribution to the extent that, immediately after the distribution, the Company's liabilities would exceed its assets.

ARTICLE IV MANAGEMENT OF THE COMPANY

Section 4.1 Management. Except as provided for in this Agreement, the Member shall be responsible for conducting the business and operations of the Company, and the Member shall devote so much attention, skill and energies to the business and operations of the Company as may be reasonable and/or necessary to promote adequately the interests of the Company and the mutual interests of the Member. The Member shall have no authority or responsibility for conducting the business and operations of the Company except as may otherwise be provided for in this Agreement. The Member shall also have the authority, right and power to delegate the Member's exclusive powers and authority to other individuals or entities, including a Board of Directors and officers, even if such individuals or entities are not a Member of the Company.

Section 4.2 Signing of Contracts. The Member, in the Member's sole discretion, shall have the exclusive right, power and authority to sign contracts on behalf of the Company and otherwise bind the Company with third parties.

Section 4.3 No Duty to Record Decisions. The Member in the Member's capacity as a member and as a manager shall have no duty to record in writing or otherwise any decision in the Member's capacity as a member or manager, and the Member's failure to make any such record shall not impair the validity of any such decision.

Section 4.4 Title of Manager. In exercising its rights, powers and authority as Member, the Manager may use the title "Manager," "President" or any other title that the Member shall determine to use from time to time.

ARTICLE V TRANSFERS AND PLEDGES OF COMPANY MEMBERSHIPS AND INTERESTS

Section 5.1 Transfers of Membership Rights in General. 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 that the Member deems appropriate.

ARTICLE VI DISSOLUTION

Section 6.1 Definition of Dissolution, Winding Up and Liquidation. For purposes of this Agreement:

- (a) Dissolution. The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of winding it up and liquidating it.
- (b) Winding Up. The winding up of the Company shall mean the process of concluding its existing business activities and internal affairs and preparing for its liquidation.
- (c) Liquidation. The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the members.

Section 6.2 Dissolution of Company. The Member, in the Member's sole and absolute discretion, may determine whether and when to dissolve the Company. The Company shall be dissolved immediately upon the Member's deciding to dissolve it.

Section 6.3 Winding Up and Liquidation of Company; Distribution of Company Assets. Promptly after determining to terminate the legal existence of the Company, the Member shall wind up its business and internal affairs, shall liquidate it, and shall distribute its assets to the Member and to creditors as required by the Act.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.1 Entire Agreement. This Agreement contains the complete agreement between the parties concerning its subject matter, and it replaces all earlier agreements between them, whether written or oral, concerning its subject matter.

Section 7.2 Amendments. No amendment of this Agreement shall be valid unless it is set forth in a writing signed by both parties.

Section 7.3 Notices. All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the parties at their respective addresses as stated on the first page of this Agreement. A party may change the party's address for purposes of this Section 7.3 at any time upon reasonable notice to the other parties. Notices shall be deemed to have been received when actually received.

Section 7.4 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Indiana (exclusive of its laws relating to conflicts of law).

Section 7.5 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

Section 7.6 Incorporation of Articles, Etc. The Articles, Sections and all exhibits referred to in this Agreement are hereby incorporated in the Agreement and made an integral part of it.

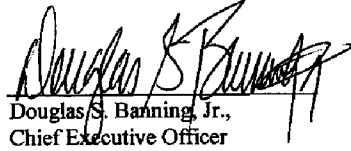
Section 7.7 Definition of "Including," "Person," Etc. The terms "including" and "includes" shall mean a partial definition. The term "person" shall mean a natural person and any kind of entity.

Indiana Secretary of State
Packet: 1995070787
Filing Date: 12/30/2010
Effective Date: 12/31/2010

IN WITNESS of their acceptance of the above terms and conditions, the parties by themselves or by their duly authorized representatives have signed this Agreement as follows:

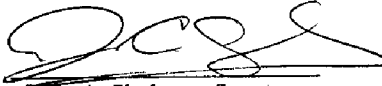
Miller Pipeline, LLC

By:


Douglas S. Banning, Jr.,
Chief Executive Officer

**MP Acquisition, LLC, as sole member
of Miller Pipeline, LLC**

By:


Joshua A. Claybourn, Secretary

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF AMENDMENT
of
MILLER PIPELINE CORPORATION

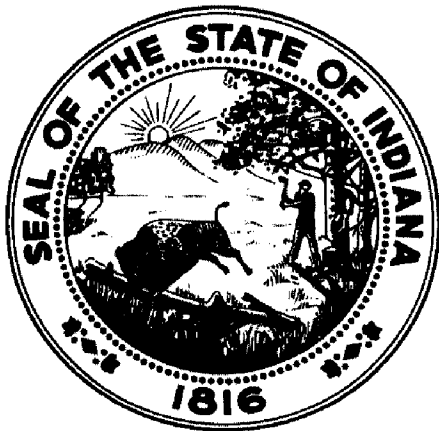
I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

The name following said transaction will be:

MILLER PIPELINE, LLC

Indiana Secretary of State
Packet: 1995070787
Filing Date: 12/30/2010
Effective Date: 12/31/2010

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, December 31, 2010.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 30, 2010.

A handwritten signature in black ink that reads "Charles P. White".

CHARLES P. WHITE,
SECRETARY OF STATE

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