

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411719

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the recordation at Reel 005889 and Frame 0307 to remove registration nos. 4070465, 4257766, 4246066 previously recorded on Reel 005889 Frame 0307. Assignor(s) hereby confirms the change of name.		
<b>RESUBMIT DOCUMENT ID:</b>	900388448		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Questar Corporation		09/16/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dominion Questar Corporation		
<b>Street Address:</b>	333 South State Street		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84145		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4973557	WEXPRO DEVELOPMENT	
<b>Registration Number:</b>	4871183	WEXPRO DEVELOPMENT COMPANY	
<b>Registration Number:</b>	4515226	QUESTAR FUELING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046982009		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	804-775-1169		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Mary D. Baril, McGuireWoods LLP		
<b>Address Line 1:</b>	800 East Canal Street		
<b>Address Line 2:</b>	Gateway Plaza		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219-3916		
<b>NAME OF SUBMITTER:</b>	Mary D. Baril		
<b>SIGNATURE:</b>	/Mary D Baril/		
<b>DATE SIGNED:</b>	01/10/2017		

**Total Attachments: 13**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400630

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		CHANGE OF NAME	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Questar Corporation		09/16/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dominion Questar Corporation		
<b>Street Address:</b>	333 South State Street		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84145		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4973557	WEXPRO DEVELOPMENT	
Registration Number:	4871183	WEXPRO DEVELOPMENT COMPANY	
Registration Number:	4257766	QUESTAR THE OPTICAL INNOVATORS	
Registration Number:	4246066	POWERGUIDE	
Registration Number:	4515226	QUESTAR FUELING	
Registration Number:	4070465	QUESTAR	
Registration Number:	3998223	ATS	
Registration Number:	3998222	APPLIED TECHNOLOGY SERVICES	
Registration Number:	4313495	WEXPRO	
Registration Number:	3307259	QUESTAR WEXPRO	
Registration Number:	4115213	QUESTAR FIELD SERVICES	
Registration Number:	3635890	WEXPRO COMPANY	
Registration Number:	3343036	QUESTAR PIPELINE	
Registration Number:	3343035	QUESTAR PIPELINE	
Registration Number:	2300599	QUESTAR	
Registration Number:	2298773	QUESTAR	
Registration Number:	2298772	QUESTAR GAS	
Registration Number:	2298770	QUESTAR	
Registration Number:	2300596	QUESTAR GAS	

OP \$565.00 4973557

Property Type	Number	Word Mark
Registration Number:	2300595	QUESTAR GAS
Registration Number:	2298767	QUESTAR PIPELINE
Registration Number:	1962725	QUESTAR

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 8047751169  
**Email:** mbaril@mcguirewoods.com  
**Correspondent Name:** Mary Baril  
**Address Line 1:** 800 E. Canal Street  
**Address Line 4:** Richmond, VIRGINIA 23219

<b>NAME OF SUBMITTER:</b>	Mary Baril
<b>SIGNATURE:</b>	/Mary Baril/
<b>DATE SIGNED:</b>	10/03/2016

**Total Attachments: 11**

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Date: 09/16/2016

Receipt Number: 8664903

Amount Paid: \$113.00

Entity Number: 862802-0142

Non-Refundable Processing Fee:

Domestic \$37.00

Foreign \$37.00

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Utah Div. of Corp. & Comm. Code



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State of Utah  
DEPARTMENT OF COMMERCE  
Division of Corporations & Commercial Code  
Articles of Merger / Share Exchange

Diamond Beehive Corp. (9677896-0142)

the non-surviving corporation

into

Questar Corporation

the surviving corporation

ARTICLE I - Surviving Corporation

Section 1

The name of the corporation surviving the merger is Dominion Questar Corporation  
and such name  has  has not been changed as a result of the merger.

The principal address of the surviving corporation is:

333 South State Street

Salt Lake City

Utah

84145

Address

City

State

Zip

Section 2

A. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Utah Revised Business Corporation Act incorporated on March 16, 1984

B. The surviving corporation is a foreign corporation incorporated under the laws of the State of \_\_\_\_\_ and  qualified  not qualified to do business in Utah.

Note: If application for Certificate of Authority to Transact Business is filed concurrently herewith state "Upon approval of Application for Certificate of Authority."

C. The effective date of the merger described herein shall be the date upon which these Articles are filed with the Utah Division of Corporations and Commercial Code, on September 16, 2016 at 4:30 P.M. eastern time

ARTICLE II - Non-surviving Corporation(s)

The name, state of incorporation, and date incorporation or qualification (if applicable) respectively, of each Utah domestic corporation and/or foreign corporation, other than the survivor, which is party to the merger are as follows:

Name of Corporation: Diamond Beehive Corp.

State of Domicile: Utah

Date of Incorporation / Qualification in Utah: January 27, 2016

Name of Corporation: \_\_\_\_\_

State of Domicile: \_\_\_\_\_

Date of Incorporation / Qualification in Utah: \_\_\_\_\_

Name of Corporation: \_\_\_\_\_

State of Domicile: \_\_\_\_\_

Date of Incorporation / Qualification in Utah: \_\_\_\_\_

Name of Corporation: \_\_\_\_\_

State of Domicile: \_\_\_\_\_

Date of Incorporation / Qualification in Utah: \_\_\_\_\_

Name of Corporation: \_\_\_\_\_

State of Domicile: \_\_\_\_\_

Date of Incorporation / Qualification in Utah: \_\_\_\_\_

ARTICLE III - Plan of Merger or Share Exchange

The Plan of Merger or Share Exchange, containing such information as required by Utah Code 16-10a-1101, is set forth in "Exhibit A", attached hereto and made a part hereof.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

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ARTICLE IV - Manner of Adoption & Vote of Surviving Corporation (must complete Section 1 or 2)

Section 1

Shareholder vote not required. The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

Vote of shareholders (complete either A or B) The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on \_\_\_\_\_, 20\_\_\_\_ and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
Designation of each voting group (i.e. preferred and common)	Common			
Number of outstanding shares	175,387,041			
Number of votes entitled to be cast	175,387,041			
Number of votes represented at meeting	140,807,313			
Shares voted in favor	136,072,880			
Shares voted against	4,144,502			

ARTICLE V - Manner of Adoption & Vote of Non-surviving Corporation (must complete Section 1 or 2)

Section 1

Shareholder vote not required. The merger/ share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

Section 2

Vote of shareholders (complete either A or B) The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on January 31, 2016 and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
Designation of each voting group (i.e. preferred and common)				
Number of outstanding shares				
Number of votes entitled to be cast				
Number of votes represented at meeting				
Shares voted in favor				
Shares voted against				

In Witness Whereof, the undersigned being the Vice President of the surviving corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained herein are true, this 16th day of September, 2016

*Colleen Larkin Bell*  
Signature

Colleen Larkin Bell  
Printed Name

Mailing/Faxing Information: [www.corporations.utah.gov/contactus.html](http://www.corporations.utah.gov/contactus.html) Division's Website: [www.corporations.utah.gov](http://www.corporations.utah.gov)

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Exhibit A

PLAN OF MERGER

merging

DIAMOND BEEHIVE CORP.  
(a Utah Corporation)

with and into

QUESTAR CORPORATION  
(a Utah Corporation)

1. **The Merger.** At the Effective Time (as defined below), in accordance with the Utah Revised Business Corporation Act (the "URBCA"), Diamond Beehive Corp., a Utah Corporation (the "Merger Sub") and wholly owned subsidiary of Dominion Resources, Inc., a Virginia corporation ("Parent"), shall be merged (the "Merger") with and into Questar Corporation, a Utah corporation (the "Company"), and the separate existence of the Merger Sub shall thereupon cease and the Company shall be the surviving corporation in the Merger (the "Surviving Corporation"). Pursuant to this Plan of Merger, the name of the Surviving Corporation will change to "Dominion Questar Corporation."

2. **Effective Time.** The Surviving Corporation shall file with the Utah Department of Commerce, Division of Corporations and Commercial Code (the "Division") articles of merger (the "Articles of Merger") executed in accordance with, and containing such information as is required by Section 1105 of the URBCA. As specified in the Articles of Merger, the Merger shall become effective on September 16, 2016 at 4:30 P.M. eastern time (the "Effective Time").

3. **Effect of the Merger.** At the Effective Time, the Merger shall have the effects set forth in this Plan of Merger, the Articles of Merger and the applicable provisions of the URBCA.

4. **Articles of Incorporation.** At the Effective Time, the amended and restated articles of incorporation of the Company shall be amended and restated to read in their entirety as set forth in Annex A hereto and as so amended and restated shall be the articles of incorporation of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with the URBCA or the articles of incorporation of the Surviving Corporation.

5. **By-Laws.** At the Effective Time, the amended and restated by-laws of the Company shall be amended and restated so that they shall be identical to the by-laws of the Merger Sub as in effect immediately prior to the Effective Time (except that, (i) the name of the Surviving Corporation reflected therein shall be "Dominion Questar Corporation" and (ii) a new

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Article VI entitled "Indemnification" as set forth on Annex B hereto shall be added), and as so amended and restated shall be the by-laws of the Surviving Corporation, until the same shall thereafter be altered, amended or repealed in accordance with the URBCA, the articles of incorporation of the Surviving Corporation or the by-laws of the Surviving Corporation.

6. **Board of Directors.** The directors of the Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately following the Effective Time, to serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and by-laws of the Surviving Corporation.

7. **Officers.** The officers of the Company immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately following the Effective Time, to serve until their respective successors are duly appointed and qualified or until their earlier death, resignation or removal in accordance with the articles of incorporation and by-laws of the Surviving Corporation.

8. **Conversion of Company Common Stock.** At the Effective Time, by virtue of the Merger and without any action on the part of the Company, Parent or the Merger Sub or any holder of any shares of common stock, without par value, of the Company ("*Company Common Stock*") or any shares of capital stock of the Merger Sub:

(a) Capital Stock of Merger Sub. Each issued and outstanding share of capital stock of the Merger Sub shall be converted into and become one validly issued, fully paid and non-assessable share of common stock, no par value per share, of the Surviving Corporation.

(b) Cancellation of Parent-Owned Stock. Any shares of Company Common Stock that are owned by Parent or the Merger Sub or any of their respective subsidiaries, in each case immediately prior to the Effective Time, shall be automatically canceled and shall cease to exist, and no consideration shall be delivered in exchange therefor.

(c) Conversion of Company Common Stock. Each issued and outstanding share of Company Common Stock shall thereupon be converted automatically into and shall thereafter represent solely the right to receive an amount in cash equal to \$25.00 without interest (the "*Merger Consideration*"). As of the Effective Time, all such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and shall cease to exist, and the holders immediately prior to the Effective Time of shares of Company Common Stock not represented by certificates ("*Book-Entry Shares*") and the holders of certificates that immediately prior to the Effective Time represented any such shares of Company Common Stock (each, a "*Certificate*") shall cease to have any rights with respect thereto, except the right to receive the Merger Consideration to be paid in consideration therefor upon surrender of such Book-Entry Share or Certificate in accordance with this Plan of Merger (subject to any applicable withholding Tax).

9. **Dissenting Shares.** There were no shares of Company Common Stock issued and outstanding immediately prior to the Effective Time which were held by shareholders who



did not vote in favor of the Merger (or consent thereto in writing) that were entitled to demand payment of the fair value of such shares pursuant to the provisions of Part 13 of the URBCA.

#### 10. Surrender and Payment.

(a) Payment Procedures. As promptly as practicable after the Effective Time (but in no event more than three (3) business days thereafter), the Surviving Corporation shall cause the Paying Agent to mail to each holder of record of shares of Company Common Stock (i) a letter of transmittal (which, in the case of shares of Company Common Stock represented by Certificates, shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Paying Agent, and shall be in such form and have such other provisions as Parent and the Company may reasonably agree) and (ii) instructions for use in effecting the surrender of the Certificates or Book-Entry Shares in exchange for payment of the Merger Consideration. Upon surrender of Certificates for cancellation to the Paying Agent or, in the case of Book-Entry Shares, receipt of an "agent's message" by the Paying Agent (or such other evidence, if any, of transfer as the Paying Agent may reasonably request), together with such letter of transmittal, duly completed and validly executed in accordance with the instructions (and such other customary documents as may reasonably be required by the Paying Agent), the holder of such Certificates or Book-Entry Shares shall be entitled to receive in exchange therefor, subject to any required withholding Taxes, the Merger Consideration, for each share of Company Common Stock surrendered, and any Certificates surrendered shall forthwith be canceled. Until surrendered as contemplated by this Section 10(a), each Certificate and Book-Entry Share shall be deemed at any time after the Effective Time to represent only the right to receive the Merger Consideration.

(b) Lost, Stolen or Destroyed Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by the Surviving Corporation, the posting by such Person of a bond, in such reasonable amount as Parent may direct, as indemnity against any claim that may be made with respect to such Certificate, the Paying Agent will pay, in exchange for such lost, stolen or destroyed Certificate, the applicable Merger Consideration to be paid in respect of the shares of Company Common Stock formerly represented by such Certificate.

(c) Transfer Books: No Further Ownership Rights in Company Common Stock. At the Effective Time, the stock transfer books of the Company shall be closed and thereafter there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, at any time after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 10.

(d) No Liability. None of Parent, the Merger Sub, the Surviving Corporation, the Company or the Paying Agent shall be liable to any Person for Merger Consideration delivered to a public official pursuant to any applicable abandoned property, escheat or similar Law.

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(e) Withholding Taxes. Parent, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from the consideration otherwise payable to a holder of shares of Company Common Stock such amounts as may be required to be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, or under any applicable provision of state, local or foreign Law related to Taxes. To the extent amounts are so withheld and timely paid over to the appropriate Taxing authority, the withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made.

11. Definitions. As used in this Plan of Merger, the following terms shall have the meanings set forth below:

(a) "Governmental Authority" means any federal, tribal, state or local, domestic, foreign, sovereign or multinational government, court, regulatory or administrative agency, commission, authority or other governmental instrumentality.

(b) "Law" means all laws, statutes, ordinances, codes, rules, regulations, rulings, decrees, judgments, injunctions and orders of Governmental Authorities.

(c) "Paying Agent" means a bank or trust company designated by the Company prior to the Effective Time for the purpose of exchanging shares of Company Common Stock for the Merger Consideration.

(d) "Person" means an individual, corporation, limited liability company, partnership, association, trust, unincorporated organization, other entity or group (as defined in the Securities Exchange Act of 1934), including a Governmental Authority.

(e) "Taxes" means all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, value added, excise, severance, stamp, customs, duties, real property, personal property, capital stock, social security, unemployment, payroll, employee or other withholding, or other tax, including any interest, penalties or additions to tax imposed by any Governmental Authority in connection with any of the foregoing.

Annex A

Amended and Restated Articles of Incorporation of the Surviving Corporation

See attached.

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AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

DOMINION QUESTAR CORPORATION

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In accordance with the provisions of the Utah Revised Business Corporation Act, Dominion Questar Corporation hereby adopts the following Amended and Restated Articles of Incorporation.

ARTICLE I  
NAME

The name of the corporation is Dominion Questar Corporation.

ARTICLE II  
DURATION

The duration of the corporation is perpetual.

ARTICLE III  
PURPOSE

The pursuit of business agreed upon and for which said corporation is formed is:

1. To engage in any business involving energy and energy related matters, including the production, sale, storage, transportation, distribution and marketing of oil, gas, petroleum chemicals, petrochemicals, hydrocarbons, coal, ores, metals and other minerals and mineral solutions and any and all other natural resources and the derivatives, products and by-products thereof, and, in such connection, to search, prospect and explore for oil, gas, petroleum, coal, ores, metals, minerals and any and all other natural resources and to produce, manufacture, reduce, refine, prepare, distill and otherwise deal in and with the same and their derivatives, products and by products; to lay down, construct, maintain and operate pipelines, tubes, tanks, pump stations, compressor stations, gas purification and dehydration plants, gasoline plants, tubes, tanks, pump station, compressor stations, gas purification and dehydration plants, gasoline plants, connections, fixtures, storage houses and reservoirs and such machinery, apparatus, devices and arrangements as may be necessary to operate the same; to own, hold, use and occupy such lands, rights of way, easements, franchises, buildings, plants and structures as may be necessary to accomplish the objects or purposes aforesaid; and in general to engage in such other activity as may in any way relate to or be used or useful in connection with any one or more of the foregoing businesses.

2. To purchase or otherwise acquire or assume, through subsidiary corporations or otherwise, as a holding company, the properties, real, personal and mixed, rights, privileges,

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primary and secondary franchises, licenses and certificates of convenience and necessity of any corporation.

3. To engage in any lawful activity for which corporations may be organized under the laws of the State of Utah.

ARTICLE IV  
REGISTERED AGENT

The registered agent of the corporation is CT Corporation System 7140008-0250.

ARTICLE V  
PRINCIPAL OFFICE

The principal office of the corporation is 333 South State Street, Salt Lake City, UT 84145.

ARTICLE VI  
AUTHORIZED SHARE CAPITAL

The number of shares the corporation is authorized to issue is 1,000 shares, all of which are of one class designated as common stock having no par value per share. The holders of the common stock shall have unlimited voting rights and are entitled to receive distributions, including dividends, when declared by the board of directors and the net assets of the corporation upon the liquidation, dissolution or winding up of the affairs of the corporation.

ARTICLE VII  
DIRECTORS

The number of directors of the corporation shall be fixed in the bylaws.

ARTICLE VIII  
DIRECTOR LIABILITY

Liability of the corporation's directors to the corporation and its stockholders shall be limited to the fullest extent permitted by Utah law for monetary damages for any action taken or any failure to take any action as a director. Any repeal or modification of this paragraph by the stockholders shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the corporation for acts or omissions occurring prior to the effective date of such repeal or modification.

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Annex B

Article VI of Amended and Restated By-Laws of Surviving Corporation

ARTICLE VI  
INDEMNIFICATION

6.1 Voluntary Indemnification.

a. Unless otherwise provided in the Articles of Incorporation, the Company shall indemnify any individual made a party to a proceeding because the director is or was a director of the Company, against any liability incurred in the proceeding, but only if the Company has authorized the payment in accordance with the Utah Revised Business Corporation Act (the "URBCA") and a determination has been made in the specific case in accordance with the procedures set forth in Section 16-10a-906 of the URBCA that the director conducted himself in good faith; that the director reasonably believed that the director's conduct, in all other cases, was at least not opposed to the Company's best interests; and that the director had no reasonable cause to believe the director's conduct was unlawful in the case of any criminal proceeding.

b. The Company shall not indemnify a director in connection with a proceeding by or in the right of the Company in which the director was adjudged liable to the Company or in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

c. Indemnification permitted under paragraph (a) in connection with a proceeding by or in the right of the Company is limited to reasonable expenses incurred in connection with the proceeding.

d. If a determination is made, using the procedures set forth in Section 16-10a-906 of the URBCA, that the director has satisfied the requirements listed herein and if an authorization of payment is made, using the procedures and standards set forth in Section 16-10a-906 of the URBCA, then, unless otherwise provided in the Company's Articles of Incorporation, the Company shall pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of the final disposition of the proceeding if the director furnishes the Company a written affirmation of the director's good faith belief that the director has met the applicable standard of conduct described in Section 16-10a-902 of the URBCA, furnishes the Company a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct (which undertaking must be an unlimited general obligation of the director, but need not be secured and may be accepted without reference to financial ability to make repayment); and if a

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determination is made that the facts then known of those making the determination would not preclude indemnification under Part 9 of the URBCA.

**6.2 Indemnification of Officers, Employees and Agents.** Unless otherwise provided in the Company's Articles of Incorporation, an officer, employee, or agent of the Company shall have the same indemnification rights provided to a director by this Article VI. The Board of Directors may also indemnify and advance expenses to any officer, employee or agent of the Company, to any extent consistent with public policy, and if provided for by the Company's Articles of Incorporation, these Bylaws, the general or specific action of the Company's Board of Directors, or contract.

**6.3 Mandatory Indemnification.** Unless otherwise provided in the Company's Articles of Incorporation, the Company shall indemnify a director or officer of the Company who was successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer is or was a director or officer of the Company against reasonable expenses incurred by the director or officer in connection with the proceeding.

**6.4 Court-Ordered Indemnification.** Unless otherwise provided in the Company's Articles of Incorporation, a director or officer of the Company who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competition jurisdiction in accordance with Section 16-10a-905 of the URBCA. On receipt of an application, the court may order indemnification in accordance with Section 16-10a-905 of the URBCA.

**6.5 Modification or Repeal.** No right provided to any person pursuant to this Article VI may be terminated or modified by any amendment of the Company's Articles of Incorporation or these Bylaws with respect to any act or omission occurring before such amendment unless (A) such termination or modification is required by applicable law or (B) the affected indemnitee shall have consented in writing to such termination or modification.