

**Amended Articles of Incorporation
of Virginia Utility Protection Service, Inc.**

The undersigned incorporators hereby form a non-stock corporation pursuant to the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

ARTICLE I

Name

The name of the Corporation is Virginia Utility Protection Service, Inc.

ARTICLE II

Purposes

(1) The Corporation is organized as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "Code") (or corresponding provision of any future federal tax code) for purposes that include, but are not limited to, the following:

(a) Improving generally the business conditions of those individuals or entities, including but not limited to partnerships, corporations, municipalities, and public or private authorities, which own, furnish or transport materials or services by means of underground utility lines within Virginia.

(b) Helping create public awareness of the Virginia Underground Utility Damage Prevention Act, as amended from time to time (Title 56, Chapter 10.3 of the 1950 Code of Virginia, as amended), and encouraging compliance with its provisions and the provisions of any other current or future statute or regulation intended to deal with the problem of damage to underground utilities.

(c) Promoting safety and the elimination of utility service interruptions by establishing a centralized one-number telephone call center for the use of the general public, contractors, and utilities to report excavation or demolition, as defined by the Virginia Underground Utility Damage Prevention Act.

(d) Operating or causing to be operated a Notification Center as defined by Va. Code § 56-265.15.

(e) Monitoring, analyzing, influencing, proposing, supporting or opposing legislation or regulations that would directly affect underground utilities in Virginia, and engaging generally in any amount of legislative activity germane to the common business interests of the Members of the Corporation.

(2) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any Member, director or officer of the Corporation, or any private individuals (except that

reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes, and benefits may be conferred that are in conformity with said purposes), and no Member, director or officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

(3) Notwithstanding any other provision of these articles, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(a) and 501(c)(6) of the Code and its Regulations as they now exist or as they may hereafter be amended.

(4) Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, distribute all of the assets of the Corporation exclusively for one or more exempt purposes within the meaning of Sections 501(c)(3) or 501(c)(6) of the Code, or corresponding section of any future federal tax code, or shall distribute to such organization or organizations organized and operated exclusively for such exempt purposes as shall at the time qualify as an exempt organization or organizations under Sections 501(c)(3) or 501(c)(6) of the Code, or corresponding section of any future federal tax code, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of pursuant to order by any court of record with general equity jurisdiction of the city or county where the registered office of the Corporation is then located, exclusively for such purposes or to such organization or organizations which are organized and operated exclusively for such purposes, as such court shall determine.

ARTICLE III

Membership

The Corporation shall have Members. The Bylaws of the Corporation shall set forth the qualifications for membership in the Corporation and the voting rights of Members. The Bylaws of the Corporation may divide the Members into one or more classes of Members and set forth the qualifications of the Members in each such class.

ARTICLE IV

Board of Directors

The Board of Directors shall manage the affairs of the Corporation and shall be elected by the Members of the Corporation. The number and qualifications of directors shall be as set forth in the Bylaws. Commencing with the 2004 annual meeting of Members, the Board of Directors shall be divided into three classes, as nearly equal in number as possible. At the 2004 annual meeting of Members, directors of the first class shall be elected to hold office for a term expiring at the 2005 annual meeting of Members, directors of the second class shall be elected to hold office for a term expiring at the 2006 annual meeting of Members, and directors of the third class shall be elected to hold office for a term expiring at the 2007 annual meeting of Members. At each annual meeting of Members after 2004, the successors to the class of directors whose term

shall then expire shall be identified as being of the same class as the directors they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Members. When the number of directors is changed, any newly created directorships or any decrease in directorships, shall be so apportioned among the classes by the Board of Directors as to make all classes as nearly equal in number as possible.

ARTICLE V

Registered Office and Agent

The registered office of the Corporation shall be Hunton & Williams, 951 East Byrd Street, Richmond, Virginia, 23219-4074, which is in the City of Richmond. The registered agent shall be Richard D. Gary, who is a resident of Virginia and a member of the Virginia State Bar, and whose business address is the same address as the registered office.

ARTICLE VI

Indemnification and Limitation of Liability

(1) In this Article:

“applicant” means the person seeking indemnification pursuant to this Article.

“expenses” includes counsel fees.

“liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

“party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.

“proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative or investigative and whether formal or informal.

(2) In any proceeding brought by or in the right of the Corporation or brought by or on behalf of members of the Corporation, no director or officer of the Corporation shall be liable to the Corporation or its members for monetary damages with respect to any transaction, occurrence or course of conduct, whether prior or subsequent to the effective date of this Article, except for liability resulting from such person’s having engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities law.

(3) The Corporation shall indemnify (a) any person who was or is a party to any proceeding, including a proceeding brought by a member in the right of the Corporation or brought by or on behalf of members of the Corporation, by reason of the fact that he or she is or was a director or officer of the Corporation, or (b) any director or officer who is or was serving at the request of

the Corporation as a director, trustee, partner or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by him or her in connection with such proceeding unless he or she engaged in willful misconduct or a knowing violation of the criminal law. A person is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. The Board of Directors is hereby empowered, by a majority vote of a quorum of disinterested Directors, to enter into a contract to indemnify any director or officer in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

(4) No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any director or officer in connection with such actions and determinations or proceedings of any kind arising therefrom.

(5) The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself be determinative that the applicant did not meet the standard of conduct described in Section 2 or 3 of this Article.

(6) Any indemnification under Section 3 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the applicant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 3 of this Article.

The determination shall be made:

(a) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding (quorum in this case shall consist of a majority of those directors not at the time parties to the proceeding);

(b) if a quorum cannot be obtained under subsection (a) of this Section 6, by majority vote of a committee duly designated by the Board of Directors (in which designated directors who are parties may not participate), consisting solely of two or more directors not at the time parties to the proceeding;

(c) by special legal counsel (which may include outside counsel regularly used by the Corporation so long as such counsel is not involved in the proceeding in question):

(i) selected by the Board of Directors or its committee in the manner prescribed in subsection (a) or (b) of this Section 6; or

(ii) if a quorum of the Board of Directors cannot be obtained under subsection (a) of this Section 6 and a committee cannot be designated under subsection (b) of this Section 6, selected by majority vote of the full Board of Directors, in which selection directors who are parties may participate; or

(d) by the members, but membership interests under the control of directors who are at the time parties to the proceeding may not be voted on the determination.

Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under subsection (c) of this Section 6 to select counsel.

Notwithstanding the foregoing, in the event there has been a change in the composition of a majority of the Board of Directors after the date of the alleged act or omission with respect to which indemnification is claimed, any determination as to indemnification and advancement of expenses with respect to any claim for indemnification made pursuant to this Article shall be made by special legal counsel agreed upon by the Board of Directors and the applicant. If the Board of Directors and the applicant are unable to agree upon such special legal counsel the Board of Directors and the applicant each shall select a nominee, and the nominees shall select such special legal counsel.

(7)

(a) The Corporation shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under Section 6 of this Article if the applicant furnishes the Corporation (i) a written statement of his or her good faith belief that he or she has met the standard of conduct described in Section 3 of this Article and (ii) a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet such standard of conduct.

(b) The undertaking required by paragraph (ii) of subsection (a) of this Section 7 shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Authorizations of payments under this Section 7 shall be made by the persons specified in Sections 6(a), 6(b) and 6(d) of this Article.

(8) The Corporation may indemnify or contract to indemnify, and advance or reimburse any reasonable expenses incurred by, any person not specified in Section 2 or 3 of this Article who was, is or may become a party to any proceeding, by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, provided that such indemnity shall not extend to willful misconduct or a knowing violation of criminal law or any federal or state securities laws.

(9) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, 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 as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by him or her in any such capacity or arising from his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under the provisions of this Article.

(10) Every reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power hereby conferred by this Article on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article. Such rights shall not prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the directors of the Corporation shall be a party to or beneficiary of any such agreements, bylaws or arrangements); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

(11) Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

Dated: September 17, 2013