

F090000004048

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

☐ PICK-UP

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(Business Entity Name)

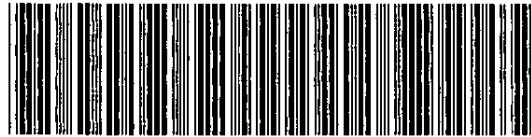
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Certificates of Status \_\_\_\_\_

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12 JUL 16 PM 12:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JUL 17 2012

T. ROBERTS

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Diamond Oil Well Drilling Company  
Name of Corporation

**DOCUMENT NUMBER:** F09000004048

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Leanne Czyrnik  
Name of Contact Person

Corpro, Inc.  
Firm/Company

14103 Interdrive West  
Address

Houston TX 77032  
City/State and Zip Code

lczyrnik@dowdco.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Leanne Czyrnik at ( 281 ) 776-5300  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:



\$35.00 Filing Fee



\$43.75 Filing Fee &  
Certificate of Status



\$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)



\$52.50 Filing Fee,  
Certificate of Status &  
Certified Copy  
(Additional copy is  
enclosed)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301



# Delaware

PAGE 1

*The First State*

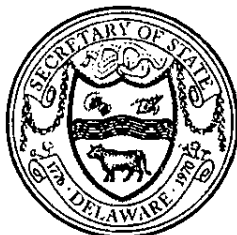
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CORPRO, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "DIAMOND OIL WELL DRILLING COMPANY, INC." TO "CORPRO, INC.", FILED THE TWENTY-SIXTH DAY OF MARCH, A.D. 2012, AT 5:36 O'CLOCK P.M.

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SIXTH DAY OF MARCH, A.D. 2012, AT 5:36 O'CLOCK P.M.

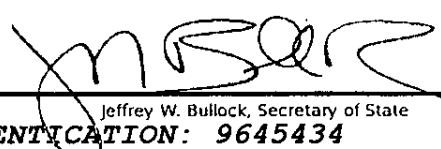
AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CORPRO, INC.".



5130178 8100H

120740923

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9645434

DATE: 06-14-12

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 05:44 PM 03/26/2012  
FILED 05:36 PM 03/26/2012  
SRV 120356036 - 5130178 FILE


**CERTIFICATE OF CONVERSION  
FROM A NON-DELAWARE CORPORATION TO A DELAWARE CORPORATION  
OF  
DIAMOND OIL WELL DRILLING COMPANY, INC.**

**March 26, 2012**

Pursuant to Title 8, Section 265 of the General Corporation Law of the State of Delaware, Diamond Oil Well Drilling Company, Inc. (the "*Company*"), hereby executes this Certificate of Conversion (this "*Certificate*"), for the purpose of converting (the "*Conversion*") the Company to a Delaware corporation (the "*Delaware Corporation*") and, in connection therewith, states the following:

1. The jurisdiction where the Company was first incorporated, and was incorporated immediately prior to the Conversion, is Texas.
2. The date the Company was first incorporated is December 27, 1993.
3. The name of the Company immediately prior to filing this Certificate is Diamond Oil Well Drilling Company, Inc.
4. The name of the Delaware Corporation as set forth in its Certificate of Incorporation is Corpro, Inc.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by an authorized officer, as of the date first set forth above.

By:   
Name: Richard Clark  
Title: Vice President

CERTIFICATE OF INCORPORATION  
OF  
CORPRO, INC.

March 26, 2012

1. **Name.** The name of this corporation (the "*Corporation*") is "Corpro, Inc."
2. **Registered Office; Registered Agent.** The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of the Corporation's registered agent at such address is The Corporation Trust Company.
3. **Purpose.** The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "*DGCL*").
4. **Authorized Stock.** The total number of shares of all classes of stock which the Corporation shall have authority to issue is 50,000 shares of common stock, par value of \$1.45 each (the "*Common Stock*").
5. **Incorporator.** The name of the incorporator is Richard Clark, and his mailing address is care of the Corporation, 716 August Drive, Midland, Texas 79705.
6. **Directors.** The name and address of the directors of the Corporation who shall serve until the first annual meeting of stockholders or until their successors have been duly elected and qualified (or until their earlier death, resignation or removal) shall be as specified in, or determined in the manner provided in, the bylaws of the Corporation.
7. **Bylaws.** In furtherance of, and not in limitation of, the powers conferred by the DGCL, the Board of Directors (the "*Board*") is expressly authorized to adopt, amend or repeal the bylaws of the Corporation by a majority vote of the Board.
8. **Compromises or Arrangements.** Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under Section 291 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under Section 279 of the DGCL order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agrees to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made,

be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

9. *Limitation of Director Liability; Indemnification.*

(a) Limitation of Director Liability. No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

(b) *Indemnification and Insurance.*

(i) Right to Indemnification. (A) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "*proceeding*"), by reason of the fact that he or she or a person of whom he or she is the legal representative, is or was or has agreed to become a director or officer of the Corporation or is or was serving or has agreed to serve, at the request of the Corporation, in any capacity, with any corporation, partnership or other entity in which the Corporation has a partnership or other interest, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving or having agreed to serve as a director or officer of the Corporation, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder and shall inure to the benefit of his or her heirs, executors and administrators, and (B) the Corporation shall indemnify and hold harmless in such manner any person designated by the Board, or any committee thereof, as a person subject to this indemnification provision, and who was or is made a party or is threatened to be made a party to a proceeding by reason of the fact that he, she or a person of whom he or she is the legal representative, is or was serving at the request of the Board as a director, officer, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise whether such request is made before or after the acts taken or allegedly taken or events occurring or allegedly occurring which give rise to such proceeding; *provided, however*, that except as provided in subsection (b)(ii) of this Article 9, the Corporation shall indemnify any such person seeking indemnification pursuant to this subsection in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred herein shall be a contract right

based upon an offer from the Corporation which shall be deemed to have been made to a person subject to subsection (b)(i)(A) on the date this Certificate of Incorporation (this "*Certificate*") is effective and to a person subject to subsection (b)(i)(B) on the date designated by the Board, or any committee thereof, shall be deemed to be accepted, (i) in the case of a person subject to subsection (b)(i)(A) by such person's service or continued service as a director or officer of the Corporation for any period after the offer is made and (ii) in the case of a person subject to subsection (b)(i)(B), by such person's continued service in such capacity as such person was serving when designated as subject to subsection (b)(i)(B) by the Board, or any committee thereof, or if such person is no longer serving in such capacity, by such person's written acceptance and, in each case, shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; *provided further, however*, that if the DGCL requires, the payment of such expenses incurred by a current, former or proposed director or officer in his or her capacity as a director or officer or proposed director or officer (and not in any other capacity in which service was or is or has been agreed to be rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnified person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article 9 or otherwise. The Corporation may, by action of the Board, provide indemnification or advancement to employees or agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(ii) Right of Claimant to Bring Suit. If a claim under subsection (b)(i) of this Article 9 is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim to the fullest extent permitted by law. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(iii) Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article 9 shall not be exclusive of any other right which any person may have acquired or hereafter acquires under any



law (common or statutory), provision of this Certificate, bylaw, agreement (including any indemnification agreement or employment agreement with the Corporation), vote of stockholders or disinterested directors or otherwise.

(iv) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any person who is or was serving as 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 or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

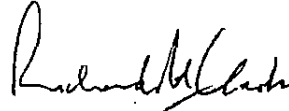
(v) Nature of Rights. The rights conferred upon indemnitees in this Article 9 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this Article 9 that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

(c) Savings Clause. If this Article 9 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each current or former director and officer of the Corporation and each other indemnitee, as to costs, charges and expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement with respect to any proceeding to the full extent permitted by any applicable portion of this Article 9 that shall not have been invalidated and to the fullest extent permitted by applicable law.

10. Amendments. The Corporation shall have the right, subject to any express provisions or restrictions contained in this Certificate or bylaws of the Corporation, from time to time, to amend this Certificate or any provision hereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by this Certificate or any amendment hereof are subject to such right of the Corporation.

*[Signature page follows]*

I, the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this certificate, hereby declaring that this is my act and deed and that the facts herein stated are true, and accordingly have hereunto set my hand as of the date first set forth above.

A handwritten signature in cursive script, appearing to read "Richard Clark", written over a horizontal line.

Richard Clark, Incorporator