

CT CORPORATION SYSTEM  
**F98000000429**

(1) TTV, Inc. with and into: Production Operators, Inc.

(2) Transmission Systems, Inc. with and into: Production Operators, Inc.

Operators, Inc.

(3) Production Operators, Inc. with and into: Production Operators Corp.

*Merger*

FILED  
01 DEC 18 PM 5:01  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

☐ Profit

☐ Amendment

☒ Merger

☐ Nonprofit

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Reinstatement

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ LLC

☐ Name Registration

☐ Change of RA

☐ Fictitious Name

☐ UCC

☒ Certified Copy

☐ Photocopies

☐ CUS

☐ Call When Ready

☐ Call If Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

Name

12/18/01

Availability

Document

Examiner

Updater

Verifier

W.P. Verifier

*File 3<sup>rd</sup>*

Order#: 4993691

500004732135--6

-12/19/01--01020--003

\*\*\*\*\*78.75 \*\*\*\*\*78.75

Ref#:

500004732135--6

-12/26/01--01003--014

Amount: \$ \*\*\*\*\*17.50 \*\*\*\*\*17.50

660 East Jefferson Street  
Tallahassee, FL 32301  
Tel. 850 222 1092  
Fax 850 222 7615

C. Coulllette DEC 19 2001

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

PRODUCTION OPERATORS, INC., a Florida corporation 329936

INTO

**PROP CORP.**, a Delaware entity, F98000000429

File date: December 18, 2001

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER**  
**OF**  
**PRODUCTION OPERATORS, INC., Florida Wholly-Owned Subsidiary**  
**WITH AND INTO**  
**PRODUCTION OPERATORS CORP., Delaware Parent**

FILED  
01 DEC 18 PM 5:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

To the Department of State  
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic wholly-owned subsidiary business corporation and the foreign parent business corporation herein named do hereby adopt the following articles of merger.

1. Annexed hereto \_\_\_\_\_ and made a part hereof is the Agreement and Plan of Merger for merging Production Operators, Inc. ("POI") with and into Production Operators Corp. ("POC") as approved and adopted by the Board of Directors of POI on December 18, 2001 and approved and adopted by the Board of Directors of POC on December 18, 2001.

2. The merger of POI with and into POC is permitted by the laws of Delaware, the jurisdiction of organization of POC and has been authorized in compliance with said laws.

3. Approval by the shareholders of POI and POC was not required for the merger.

4. The merger of POI with and into POC shall be effective as of 5:01 p.m. Eastern Standard Time on December 18, 2001.

[Signature Page Follows]

Executed on December 18, 2001.

PRODUCTION OPERATORS, INC.,  
a Florida corporation

By: 

Name: Richard S. Meller

Its: Secretary

PRODUCTION OPERATORS CORP.,  
a Delaware corporation

By: 

Name: Richard S. Meller

Its: Secretary

**AGREEMENT AND PLAN OF MERGER**

**OF**

**PRODUCTION OPERATORS, INC.**

**(a Florida corporation)**

**WITH AND INTO**

**PRODUCTION OPERATORS CORP.**

**(a Delaware corporation)**

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 18, 2001 (the "Agreement") is entered into by and between Production Operators, Inc., a Florida corporation ("POI"), and Production Operators Corp., a Delaware corporation ("POC").

**RECITALS**

WHEREAS, as of the date hereof, the authorized capital stock of POI consists of 5,000,000 shares of common stock, par value \$0.01 per share ("POI Common Stock"), of which 1,315,000 shares were issued and outstanding and no shares are held in treasury.

WHEREAS, as of the date hereof, the authorized capital stock of POC consists of 1000 shares of common stock, par value \$0.01 per share ("POC Common Stock"), of 1000 shares are issued and outstanding and no shares are held in treasury.

WHEREAS, Hanover Compression Limited Partnership owns 100% of the outstanding common stock of POC, and POC owns 100% of the outstanding common stock of POI;

WHEREAS, the respective Boards of Directors of POI and POC (together, the "Boards of Directors") deem it advisable and in the best interests of POI and POC, respectively, and their respective shareholders or stockholders, to merge (such transaction, the "Merger") POI with and into POC pursuant to the provisions of Section 253 of the Delaware General Corporation Law ("DGCL"), and Section 607.1104 of the Florida Business Corporation Act ("FBCA") and upon the terms and conditions hereinafter set forth;

WHEREAS, the Agreement has been approved by the unanimous written consent of such Boards of Directors; and

WHEREAS, for each of POI and POC (i) the Merger constitutes a "liquidation" within the meaning of Section 332 and 337 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the Agreement constitutes a "plan of liquidation" within the meaning of Sections 332 and 337 of the Code and (iii) POC constitutes an "80 Percent Distributee" within the meaning of Section 337 of the Code.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, POI and POC hereby agree as follows:

### **AGREEMENT**

1. The Merger. In accordance with Section 253 of the DGCL and Section 607.1104 of the FBCA, and subject to and upon the terms and conditions of this Agreement, POI shall, at the Effective Time, as defined below, be merged with and into POC, the separate corporate existence of POI shall cease and POC shall continue as the surviving corporation. POC as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation." At the Effective Time, as defined in Paragraph 2 of this Agreement, the effect of the Merger shall be as provided in Section 259 of the DGCL and Section 607.11101 of the FBCA.

2. Effective Time. The Merger shall become effective at \_\_\_\_ p.m. Eastern Standard Time on December 18, 2001, following the filing of a copy of this Agreement, and a Certificate of Ownership and Merger relating hereto with the Secretary of State of the State of Delaware, and Articles of Merger relating hereto with the Secretary of State of the State of Florida (the time of such filing being referred to herein as the "Effective Time").

3. Certificate of Incorporation. The Certificate of Incorporation (the "Certificate of Incorporation") of POC (attached hereto as Annex A) as it exists at the Effective Time shall continue in full force and effect after the Effective Time as the certificate of incorporation of the Surviving Corporation until amended as provided by the provisions thereof and the DGCL.

4. Bylaws. The Bylaws of POC (the "Bylaws") as they exist at the Effective Time shall continue in full force and effect after the Effective Time until amended as provided by the provisions thereof, the Certificate of Incorporation and the DGCL.

5. Directors. The directors of POC immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

6. Officers. The officers of POC immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

7. Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of Section 253 of the

DGCL and Section 607.1104 of the FBCA. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of POI or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of POI and POC, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of POI and POC or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

8. Production Operators, Inc. Common Stock. Each share of POI Common Stock which is issued and outstanding at the Effective Time shall be surrendered and extinguished.

9. Surviving Corporation Common Stock. Each share of POC Common Stock which is issued and outstanding at the Effective Time shall remain issued and outstanding.

10. Certificate and Articles of Merger. POI and POC agree that they will cause to be executed and filed and recorded any document or documents including, but not limited to, a Certificate of Ownership and Merger, substantially in the form attached hereto as Annex B (the "Certificate of Merger"), and Articles of Merger, substantially in the form attached hereto as Annex C (the "Articles of Merger"), prescribed by the laws of the State of Delaware, the laws of the State of Texas, and, if necessary, the laws of any other State, and that they will cause to be performed all necessary acts within the State of Delaware, the State of Florida and elsewhere to effectuate the Merger.

11. Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of POI or the Board of Directors of POC if such Board of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither POI nor POC nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

12. Amendment. At any time prior to the Effective Time, this Agreement may, to the extent permitted by the DGCL and the FBCA, be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

13. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

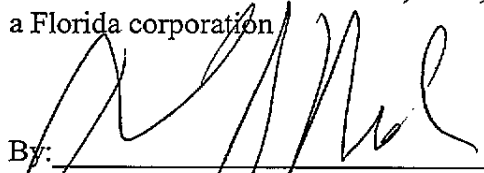
15. Entire Agreement. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

[Signature Page Follows]

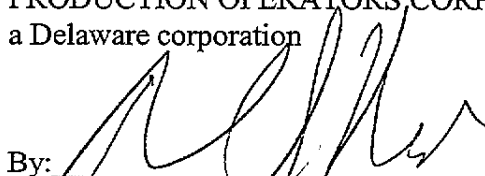


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

PRODUCTION OPERATORS, INC.,  
a Florida corporation

By:   
Name: Richard S. Meller  
Title: Secretary

PRODUCTION OPERATORS CORP.,  
a Delaware corporation

By:   
Name: Richard S. Meller  
Title: Secretary