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**MERGER OR SHARE EXCHANGE  
ESTIS MERGER SUB A, INC.**

Certificate of Status	0
Certified Copy	1
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## ARTICLES OF MERGER

of

ESTIS COMPRESSION MANAGEMENT, INC.

a Florida corporation,

With and Into

ESTIS MERGER SUB A, INC.,

a Delaware corporation

2019 JUL 26 AM 11:23  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation is Estis Merger Sub A, Inc., a Delaware corporation.

**Second:** The name of the parties to the merger are as follows:

Names of the Merging Parties	Jurisdiction	Document Number
Estis Compression Management, Inc.	Florida	P10000001268

**Third:** The Agreement and Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**Fifth:** The Agreement and Plan of Merger was adopted by the shareholder of the surviving corporation on July 26, 2019.

**Sixth:** The Agreement and Plan of Merger was adopted by the shareholder of the merging corporation on July 26, 2019.

*[Signature page follows]*

**IN WITNESS WHEREOF**, said undersigned have caused this certificate to be signed by an authorized person as of the date shown below.

**ESTIS MERGER SUB A, INC.**

By: 

Name: Christopher Courtney

Title: Chief Financial Officer

**ESTIS COMPRESSION MANAGEMENT, INC.**

By: 

Name: Christopher Courtney

Title: Chief Financial Officer

## **AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "***Agreement***"), dated as of July 26, 2019, is by and between Estis Merger Sub A, Inc., a Delaware corporation ("***Company***"), and Estis Compression Management, Inc., a Florida corporation ("***Estis Management***").

### **RECITALS:**

A. The Company and Estis Management wish to effect a business combination through the merger (the "***Merger***") of Estis Management with and into the Company, with the Company being the surviving entity existing under the laws of the State of Delaware, upon the terms and subject to the conditions set forth in this Agreement, Section 252 of the Delaware General Corporation Law (the "***DGCL***") and Section 607.1101 of the Florida Revised Statutes (the "***FRS***").

B. The sole stockholder of the Company has (i) determined that this Agreement and the transactions contemplated hereby are advisable and in the best interests of the Company and its stockholder and (ii) duly adopted and approved this Agreement and the transactions contemplated hereby.

C. The sole shareholder of Estis Management has (i) determined that this Agreement and the transactions contemplated hereby are advisable and in the best interests of Estis Management and its shareholder and (ii) duly adopted and approved this Agreement and the transactions contemplated hereby.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, the parties, intending to be legally bound, agree as follows:

## **ARTICLE I THE MERGER**

Section 1.1 **The Merger.** Subject to the terms and conditions of this Agreement, at the Effective Time (as defined in Section 2 herein), in accordance with this Agreement, the DGCL and the FRS, Estis Management shall merge with and into the Company. At the Effective Time, the separate existence of Estis Management shall cease and the Company shall continue as the surviving corporation of the Merger (in this capacity, the "***Surviving Entity***").

Section 1.2 **Effective Time of the Merger.** A Certificate of Merger shall be filed by the Surviving Entity with the Secretary of State of the State of Delaware in accordance with the DGCL and Articles of Merger shall be filed by the parties hereto with the Secretary of State of the State of Florida in accordance with the FRS. The Merger shall become effective upon filing in both jurisdictions (the "***Effective Time***").

Section 1.3 **Effects of the Merger.** The Merger shall have the effects set forth in the applicable provisions of the DGCL and the FRS. Without limiting the generality of the foregoing sentence, at the Effective Time, all the property, rights, privileges, powers and franchises, and all and every other interest, of the Company and Estis Management shall vest in the Surviving Entity, and all debts, liabilities and duties of the Company and Estis Management shall become the debts, liabilities and duties of the Surviving Entity.

## ARTICLE II THE SURVIVING ENTITY

Section 2.1 Bylaws of the Surviving Entity. The Bylaws of the Company as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Entity after the Effective Time, until thereafter amended in accordance with the terms thereof and the DGCL.

Section 2.2 Certificate of Formation. The Certificate of Formation of the Company, as in effect immediately before the Effective Time, shall be the Certificate of Formation of the Surviving Entity, unless and until changed or amended as provided by the DGCL.

Section 2.3 Officers. The officers of the Company serving as officers immediately prior to the Effective Time, shall be the officers of the Surviving Entity, and shall serve in accordance with the Bylaws of the Surviving Entity and the DGCL until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

## ARTICLE III EFFECT OF THE MERGER ON STOCK

Section 3.1 Conversion of Stock of Estis Management. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of stock of Estis Management or any other person or entity, each share of stock of Estis Management outstanding immediately prior to the Effective Time shall be cancelled and retired and shall cease to exist and no cash or other consideration shall be delivered or deliverable in exchange therefor.

Section 3.2 No Impact on Stock of Company. At the Effective Time, by virtue of the Merger, there will be no change to any shares of stock of the Company.

Section 3.3 Additional Actions. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are reasonably necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of Estis Management or the Company or otherwise to carry out this Agreement, the officers of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of Estis Management or the Company, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of Estis Management or the Company, all such other actions and things as may be reasonably 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 Entity or otherwise to carry out this Agreement.

## ARTICLE IV GENERAL PROVISIONS

Section 4.1 Assignment; Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 4.2 Amendment and Waiver. This Agreement may only be amended by a written instrument executed by all parties hereto.

Section 4.3 Agreement on File. This Agreement shall be on file at the principal office of the Company.

Section 4.4 Severability. If any provision of this Agreement shall hereafter be held to be invalid, unenforceable or illegal, in whole or in part, in any jurisdiction under any circumstances for any reason: (a) such provision shall be reformed to the minimum extent necessary to cause such provision to be valid, enforceable and legal while preserving the intent of the parties as expressed in, and the benefits to such parties provided by, such provision; or (b) if such provision cannot be so reformed, such provision shall be severed from this Agreement and an equitable adjustment shall be made to this Agreement (including addition of necessary further provisions to this Agreement) so as to give effect to the intent as so expressed and the benefits so provided. Such holding shall not affect or impair the validity, enforceability or legality of such provision in any other jurisdiction or under any other circumstances. Neither such holding nor such reformation or severance shall affect or impair the legality, validity or enforceability of any other provision of this Agreement.

Section 4.5 Headings. The headings contained in this Agreement are for purposes of convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.6 Governing Law. THIS AGREEMENT, THE MERGER, ALL TRANSACTIONS CONTEMPLATED HEREBY, ALL RELATIONSHIPS HEREUNDER AND ALL DISPUTES AND PROCEEDINGS (IN CONTRACT, IN TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO ANY OF THE FOREGOING SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE; *PROVIDED, HOWEVER*, THAT THE ASPECTS OF THIS AGREEMENT WITH RESPECT TO THE EFFECT OF THE MERGER WITH RESPECT TO ESTIS MANAGEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA.

Section 4.7 Third Party Beneficiaries. No person other than the Company and Estis Management is, is intended to be, or shall be a beneficiary of this Agreement.

Section 4.8 Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against any party based on any claim that such party or counsel to such party drafted this Agreement. Unless otherwise expressly specified in this Agreement: (a) the words "hereof", "hereby", "herein" and "hereunder," and correlative words, refer to this Agreement as a whole and not any particular provision; (b) the words "include", "includes" and "including", and correlative words, are deemed to be followed by the phrase "without limitation"; (c) the word "or" is not exclusive and is deemed to have the meaning "and/or"; (d) references in this Agreement to a "party" means the Company or Estis Management and to the "parties" means the Company and Estis Management; (e) references to a person shall include the successors and assigns thereof; and (f) references made in this Agreement to an Article or Section mean an Article or Section of this Agreement unless specified otherwise.