

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Regal-Beloit Corporation	12/31/2012
RECEIVING PARTY DATA	
Name:	RBC Manufacturing Corporation
Street Address:	200 State Street
City:	Beloit
State/Country:	WISCONSIN
Postal Code:	53511
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6971277
Patent Number:	7037203
Patent Number:	7152711
Patent Number:	7182314
Patent Number:	7845250
Patent Number:	8087424
Application Number:	11646191
Application Number:	12151433
Application Number:	12151591
Application Number:	12157597
CORRESPONDENCE DATA	
Fax Number:	2604165681
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	260 416 5489
Email:	John.Wagley@regalbeloit.com

OP \$400.00 6971277

Correspondent Name: John Wagley  
Address Line 1: 1946 West Cook Road  
Address Line 4: Fort Wayne, INDIANA 46818

NAME OF SUBMITTER: John Wagley

**Total Attachments: 44**

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CONSENT OF BOARD OF DIRECTORS

OF

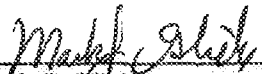
RBC MANUFACTURING CORPORATION

The undersigned, being all of the members of the Board of Directors of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consent to the following action without a formal meeting of the Board of Directors, or notice thereof:


BE IT RESOLVED, that the proposed Bill of Sale and Assignment and Assumption of Liabilities Agreement (the "Agreement") between the Corporation and Regal-Beloit Corporation, a Wisconsin corporation ("Regal"), pursuant to which Regal sells and assigns, and the Corporation purchases and assumes, certain assets and liabilities related to certain mechanical manufacturing operations of Regal, as described therein, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.


BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to take any such further actions and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 14<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
Mark J. Giebe

  
\_\_\_\_\_  
John M. Perino

  
\_\_\_\_\_  
Charles A. Hinrichs

  
\_\_\_\_\_  
Peter C. Underwood

**CONSENT OF SOLE SHAREHOLDER**  
**OF**  
**RBC MANUFACTURING CORPORATION**

The undersigned, being the sole shareholder of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consents to the following action without a formal meeting of the sole shareholder, or notice thereof:

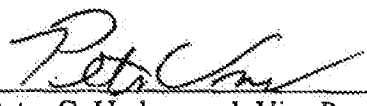
BE IT RESOLVED, that the proposed Bill of Sale and Assignment and Assumption of Liabilities Agreement (the "Agreement") between the Corporation and Regal-Beloit Corporation, a Wisconsin corporation ("Regal"), pursuant to which Regal sells and assigns, and the Corporation purchases and assumes, certain assets and liabilities related to certain mechanical manufacturing operations of Regal, as described therein, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to take any such further actions and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 14<sup>th</sup> day of December, 2012.

REGAL-BELOIT CORPORATION

By: \_\_\_\_\_

  
Peter C. Underwood, Vice President, General Counsel and Secretary

AMENDMENT TO ARTICLES OF INCORPORATION

OF

RBC MANUFACTURING CORPORATION

Pursuant to the consent of the shareholders and Board of Directors of RBC Manufacturing Corporation and in accordance with Section 180.1003 of the Wisconsin Statutes, the following resolution was duly adopted on December 14<sup>th</sup>, 2012:

BE IT RESOLVED, that the Articles of Incorporation of the Corporation be, and they hereby are, amended by deleting Article I thereof and inserting in its place the following:

ARTICLE I

The name of the corporation is "Regal Beloit America, Inc."

This Amendment to Articles of Incorporation shall be effective as of 2:01 AM on December 31, 2012.

Executed as of the 14<sup>th</sup> day of December, 2012.

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RBC MANUFACTURING CORPORATION

By: 

Peter C. Underwood, Vice President-Secretary

This instrument was drafted by:

Lindsay B. Fathallah  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, Wisconsin 53202

CONSENT OF BOARD OF DIRECTORS

OF

RBC MANUFACTURING CORPORATION

The undersigned, being all of the members of the Board of Directors of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consent to the following actions without a formal meeting of the Board of Directors, or notice thereof:

BE IT RESOLVED, that the Articles of Incorporation of the Corporation, be, and they hereby are, amended by deleting Article I thereof and inserting in its place the following:

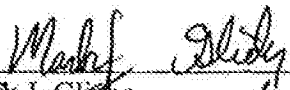
ARTICLE I

The name of the corporation is "Regal Beloit America, Inc."

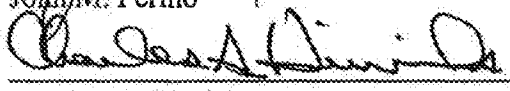
BE IT FURTHER RESOLVED, that the foregoing amendment be submitted to the shareholders of the Corporation for their consideration and approval; and

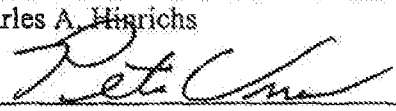
~~BE IT FURTHER RESOLVED, that upon shareholder approval the officers of the Corporation be, and they hereby are, authorized to execute an~~  
Amendment to Articles of Incorporation on behalf of the Corporation and to take any and all action they may deem necessary or appropriate in connection therewith.

IN WITNESS WHEREOF, the undersigned have executed this Consent of the Board of Directors as of the 14<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
Mark J. Gliebe

  
\_\_\_\_\_  
John M. Perino

  
\_\_\_\_\_  
Charles A. Hinrichs

  
\_\_\_\_\_  
Peter C. Underwood

CONSENT OF SOLE SHAREHOLDER  
OF  
RBC MANUFACTURING CORPORATION

The undersigned, being the sole shareholder of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consents to the following actions without a formal meeting of the sole shareholder, or notice thereof:

BE IT RESOLVED, that the Articles of Incorporation of the Corporation be, and they hereby are, amended by deleting Article I thereof and inserting in its place the following:

ARTICLE I

The name of the corporation is "Regal Beloit America, Inc."

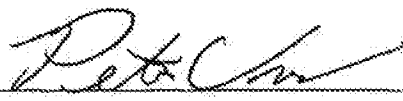
BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to execute an Amendment to Articles of Incorporation on behalf of the Corporation and to take any and all action they may deem necessary or appropriate in connection therewith.

~~IN WITNESS WHEREOF, the undersigned have executed this Consent of the~~

Shareholders as of the 14<sup>th</sup> day of December, 2012.

REGAL-BELOIT CORPORATION

By: \_\_\_\_\_

  
Peter C. Underwood, Vice President, General  
Counsel and Secretary

AGREEMENT AND PLAN OF MERGER

OF

REGAL BELOIT EPC INC.,  
RAMU INC. and  
MILWAUKEE GEAR COMPANY

AND

RBC MANUFACTURING CORPORATION

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 14<sup>th</sup> day of December, 2012, by and between Regal Beloit EPC Inc., a Wisconsin corporation, Ramu Inc., a Delaware corporation, Milwaukee Gear Company, a Delaware corporation, and RBC Manufacturing Corporation, a Wisconsin corporation.

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

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1. The names of the corporations proposing to merge are RBC Manufacturing Corporation, a Wisconsin corporation, hereinafter referred to as "RBC Mfg" or the "Surviving Corporation", and Regal Beloit EPC Inc., a Wisconsin corporation, hereinafter referred to as "RBEPC", Ramu Inc., a Delaware corporation, hereinafter referred to as "Ramu", and Milwaukee Gear Company, a Delaware corporation, hereinafter referred to as "Milwaukee Gear".

2. RBEPC, Ramu and Milwaukee Gear shall merge with and into RBC Mfg and the Surviving Corporation shall exist by virtue and under the laws of the State of Wisconsin. The corporate identity, existence, purpose, powers, franchises, rights and immunities of RBC Mfg shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights and immunities of RBEPC, Ramu and Milwaukee Gear shall



be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith. The separate existence of RBEPC, Ramu and Milwaukee Gear, except insofar as they may be continued by reason of the Wisconsin or Delaware Statutes, shall cease upon this Plan of Merger becoming effective and thereupon RBEPC, Ramu, Milwaukee Gear and the Surviving Corporation shall become a single corporation.

3. The Articles of Incorporation of RBC Mfg at the Effective Time (as hereinafter defined) of the merger shall be and remain the Articles of Incorporation of the Surviving Corporation.

4. At the Effective Time of the merger, all of the issued and outstanding common stock of RBEPC, Ramu and Milwaukee Gear shall be deemed to be cancelled without further consideration. No shares of stock or other consideration of the Surviving Corporation shall be issued in connection with this merger.

5. The By-Laws of RBC Mfg as they exist at the Effective Time of the merger shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein.

6. The Board of Directors of RBC Mfg prior to the merger shall, upon the Effective Time of the merger, be and remain the Board of Directors of the Surviving Corporation, and they shall hold office until their successors are duly elected and qualified.

7. The officers of RBC Mfg prior to the date of merger shall, upon the Effective Time of the merger, be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

8. The first annual meeting of the Shareholders of the Surviving Corporation held after the Effective Time of the merger shall be the annual meeting provided by the By-Laws of RBC Mfg. The first regular meeting of the Board of Directors of the Surviving Corporation held

after the Effective Time of the merger shall be convened in a manner provided in the By-Laws of RBC Mfg and may be held at the time and place specified in the notice of meeting.

9. This Agreement and Plan of Merger shall become effective at 12:01 A.M. on December 31, 2012, herein sometimes referred to as "Effective Time." On such Effective Time, the separate existence of RBEPC, Ramu and Milwaukee Gear shall cease and they shall be merged with and into RBC Mfg in accordance with the provisions of this Agreement and Plan of Merger.

10. Notwithstanding anything contained herein to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Boards of Directors of RBEPC, Ramu, Milwaukee Gear or RBC Mfg at any time prior to the filing of the Articles of Merger, if the Boards of Directors of RBEPC, Ramu, Milwaukee Gear or RBC Mfg should decide that it would not be in the best interest of the Surviving Corporation. The Boards of Directors of RBEPC, Ramu, Milwaukee Gear and RBC Mfg have determined that the merger would permit

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the Surviving Corporation to realize operating economies and increased growth potential as well as other administrative and management efficiencies benefiting each corporation and its shareholders.

11. Pending the completion of the merger, no dividend shall be paid or other distributions made to the holder of the common stock of RBEPC, Ramu or Milwaukee Gear.

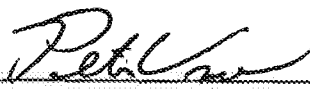
12. At the Effective Time, the Surviving Corporation shall, without other transfer, succeed to and have all the rights, privileges, immunities and franchises and Surviving Corporation shall be subject to all the restrictions, disabilities and duties of RBEPC, Ramu and Milwaukee Gear, and all property, real, personal and mixed, and all debts due to RBEPC, Ramu and Milwaukee Gear on whatever account, including stock subscriptions to shares as well as other choices in actions shall be vested in the Surviving Corporation; and all property, rights,

privileges, powers, franchises and each and every other interests shall be thereafter as effectively the property of the Surviving Corporation as they were of RBEPC, Ramu or Milwaukee Gear.

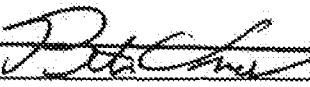
13. This merger shall constitute a reorganization under Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the Delaware and Wisconsin Statutes.

IN WITNESS WHEREOF, the officers of each corporation have executed this Agreement and Plan of Merger on the day, month and year first above written.

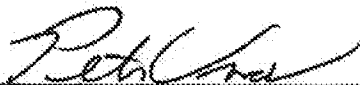
REGAL BELOIT EPC INC.

By:   
Peter C. Underwood, Vice President-Secretary


RAMU INC.

By:   
Peter C. Underwood, Vice President-Secretary

MILWAUKEE GEAR COMPANY

By:   
Peter C. Underwood, Vice President-Secretary

RBC MANUFACTURING CORPORATION

By:   
Peter C. Underwood, Vice President-Secretary

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LIABILITIES  
AGREEMENT**

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION OF LIABILITIES AGREEMENT is effective as of 1:01 AM on December 31, 2012 (the "Effective Time"), by and between Regal-Beloit Corporation, a Wisconsin corporation ("Transferor"), and RBC Manufacturing Corporation, a Wisconsin corporation ("Recipient").

RECITALS

WHEREAS, Transferor and Recipient collectively are engaged in the business of manufacturing and selling electric motors;

WHEREAS, Recipient is a wholly-owned subsidiary of Transferor;

WHEREAS, Transferor is engaged in certain specific mechanical manufacturing operations as described in Exhibit A attached hereto (the "Mechanical Business");

WHEREAS, for corporate restructuring and tax purposes, Transferor desires to transfer and assign to Recipient, and Recipient desires to accept and assume from Transferor, certain assets and liabilities that constitute the Mechanical Business;

WHEREAS, Transferor desires to and shall retain all assets and liabilities not used primarily in the operation of the Mechanical Business (the "Retained Functions"); and

WHEREAS, the parties intend for the transactions contemplated by this Agreement to qualify for tax-free treatment pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants herein contained, the parties agree as follows:

**1. TRANSFER OF ASSETS**

1.1 Transferred Assets. Effective as of the Effective Time, Transferor hereby transfers, conveys, assigns and delivers to Recipient, and Recipient hereby acquires and accepts, all of Transferor's right, title and interest in and to all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Transferor constituting the Mechanical Business, together with all rights associated with such assets, other than the Excluded Assets (as hereinafter defined), which transferred assets (collectively, the "Transferred Assets") include without limitation the following:

1.1 (a) Transferred Balance Sheet Assets. Assets of Transferor reflected on the balance sheet that are related primarily to the operation of the Mechanical Business as of the time immediately prior to the Effective Time, which balance sheet is to be prepared by Transferor and Recipient as soon as possible after the Effective Time (the "Mechanical Balance Sheet").

1.1 (b) Leased Real Property. All leases relating to the leased facilities to which Transferor is a party and which are utilized primarily in connection with the Mechanical Business as of the Effective Time (the "Mechanical Leased Real Property").

1.1 (c) Licenses; Permits. All licenses, permits, approvals and certifications of Transferor relating primarily to the operation of the Mechanical Business or the leasing of the Mechanical Leased Real Property.

1.1 (d) Contracts. Except as provided in Section 1.2, all Transferor's rights in, to and under all contracts, agreements, purchase orders and sales orders of Transferor relating primarily to the Mechanical Business, including, without limitation, leases of machinery, equipment, vehicles, furniture and other personal property leased by Transferor, contracts for the development of new technology, installment sales agreements, supply agreements, agreements with sales representatives, agreements relating to the purchase of capital items, hold harmless and indemnification covenants and noncompete and confidentiality agreements (hereinafter "Contracts"). To the extent that any Contract for which assignment to Recipient is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. If any such consent shall not be obtained, then Transferor shall cooperate with Recipient in any reasonable arrangement designed to provide for Recipient the benefits intended to be assigned to Recipient under the relevant Contract, including enforcement at the cost and for the account of Recipient of any and all rights of Transferor against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

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1.1 (e) Mechanical Trademarks and Service Marks. All right, title and interest of Transferor in and to any and all registered and unregistered trademarks, service marks and trade names owned by Transferor and used primarily in the operation of the Mechanical Business, along with all trademark and service mark registrations or other registrations or applications thereof, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks and trade and corporate names (collectively referred to herein as "Mechanical Marks").

1.1 (f) Mechanical Patent Intellectual Property Rights. All of Transferor's Patent Intellectual Property Rights used primarily in the operation of the Mechanical Business (collectively referred to herein as "Mechanical Patents"). As used herein, the term "Patent Intellectual Property Rights" shall mean and include: (i) all patents and applications for patents owned by Transferor; (ii) all inventions disclosed and/or claimed in all of the foregoing patents and applications for patents and all other inventions owned by Transferor; (iii) all rights to file patent applications, priority rights, utility models, patent ownership rights, inventor's certificates and patents that may in the future be granted on any of the foregoing inventions or applications for patents owned by Transferor; and (iv) the rights to secure all renewals, reissues, continuations and continuations in-part, patents of addition, divisions, extensions or the like of any of the foregoing patents.

1.1 (g) Other Mechanical Intellectual Property Rights. All of Transferor's Other Intellectual Property Rights used primarily in the operation of the Mechanical Business (collectively referred to herein as "Mechanical Other IP Rights"). As used herein, the term "Other Intellectual Property Rights" shall mean and include: (i) all copyrights, registered or unregistered, in all works of authorship, published or unpublished, owned by Transferor, including all graphics standards manuals, product manuals, operating manuals, service manuals, parts manuals, catalogs, advertisements, promotional materials and computer programs and all copyright registrations and applications to register copyrights owned by Transferor, and any rights to secure renewals thereof; and (ii) all trade secrets, confidential information, product specifications, blueprints, engineering drawings, designs, product sketches, customer lists, prospect lists, vendor lists, dealer lists, proprietary information and know-how, methods, processes, drawings, test data, formulations and all other intangible assets necessary for the production and sale of the products and services previously manufactured and sold by Transferor and which reflect the goodwill of the Mechanical Business.

1.1 (h) Computer Software. All computer source codes, programs and other software of Transferor, including related machine readable code, printed listings of code, documentation and related property and information, which are used primarily in connection with the Mechanical Business.

1.1 (i) Literature. All sales literature, promotional literature, catalogs and similar materials of the Mechanical Business.

1.1 (j) Records and Files. All records, files, invoices, accounting records, ~~business records, operating data and other data of Transferor relating primarily to the~~ Mechanical Business.

1.1 (k) Notes and Accounts Receivable. All rights of Transferor not reflected on the Mechanical Balance Sheet in notes, drafts and accounts receivable of Transferor of the Mechanical Business, including security and guarantee rights.

1.1 (l) Accounts. Bank, investment and other accounts relating to cash and cash equivalents of the Mechanical Business.

1.1 (m) Insurance Claims. Interest in claims of Transferor against, or the right to insurance benefits or proceeds from, unaffiliated insurance companies, whether or not such claims are or may be characterized as on behalf of Recipient or Transferor's business where such claims relate to products of the Mechanical Business or to the Transferred Assets.

1.1 (n) General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the date hereof, and other intangible rights and assets of the Mechanical Business.

1.2 Excluded Assets. The provisions of Section 1.1 notwithstanding, Transferor shall not transfer, assign, convey or deliver to Recipient, and Recipient will not acquire or accept, the following assets of Transferor (collectively, the "Excluded Assets"):

1.2 (a) Excluded Balance Sheet Assets. Assets of Transferor that would be reflected on a balance sheet of Retained Functions as of the time immediately prior to the Effective Time, including, without limitation, all assets not reflected on the Mechanical Balance Sheet.

1.2 (b) Trademarks and Service Marks. All right, title and interest of Transferor in and to any and all registered and unregistered trademarks, service marks and trade and corporate names owned by Transferor, other than the Mechanical Marks, along with all trademark and service mark registrations or other registrations or applications thereof, together with the goodwill appurtenant to and represented and symbolized by such trademarks, service marks and trade and corporate names.

1.2 (c) Patent Intellectual Property Rights. All of Transferor's Patent Intellectual Property Rights other than the Mechanical Patents.

1.2 (d) Other Intellectual Property Rights. All of Transferor's Other Intellectual Property Rights other than the Mechanical Other IP Rights.

1.2 (e) Leased Real Property. All leases relating to real property to which Transferor is a party not included in the Mechanical Leased Real Property.

1.2 (f) Owned Real Property. All interests in owned real property of Transferor not reflected on the Mechanical Balance Sheet, including fixtures, buildings, improvements and all appurtenant rights.

1.2 (g) Licenses; Permits. All licenses, permits, approvals and certifications of Transferor (i) relating primarily to the ownership of owned real property or (ii) not relating primarily to the operation of the Mechanical Business.

1.2 (h) Excluded Contracts. All insurance policies and any rights of Transferor under documents relating to policies of insurance (including title insurance); any leases relating to owned real property to which Transferor is a party as the lessor; licenses granting any third party rights to use any Patent Intellectual Property Rights, Marks or Other Intellectual Property not included in the Transferred Assets; licenses granting Transferor the right to use any Patent Intellectual Property Rights, Marks or Other Intellectual Property not used primarily in the Mechanical Business; and any other contracts or agreements not arising primarily out of the operation of the Mechanical Business (collectively, "Excluded Contracts").

1.2 (i) Computer Software. All computer source codes, programs and other software of Transferor, including related machine readable code, printed listings of code, documentation and related property and information which are not used primarily in connection with the operation of the Mechanical Business.

1.2 (j) Literature. All sales literature, promotional literature, catalogs and similar materials of Transferor not relating primarily to the Mechanical Business.

1.2 (k) Certain Records. All records, files, invoices, accounting records, business records, operating data and other data of Transferor not relating primarily to the Mechanical Business.

1.2 (l) Accounts. Bank, investment and other accounts relating to cash and cash equivalents not relating primarily to the Mechanical Business.

1.2 (m) Insurance Claims. Any interest in claims of Transferor against, or the right to insurance benefits or proceeds from, unaffiliated insurance companies, whether or not such claims are or may be characterized as on behalf of Recipient or Transferor's business, in each case to the extent not related primarily to the Mechanical Business.

1.2 (n) Corporate Franchise. Transferor's franchise to be a corporation, its certificate of incorporation, corporate seal, stock books, minute books and other corporate records having primarily to do with the corporate organization and capitalization of Transferor.

1.2 (o) Tax Credits and Records. Federal, state and local income, profit, franchise, sales, use, property and other tax credits and tax refund claims and associated returns and records, in each case that are not reflected on the Mechanical Balance Sheet.

1.2 (p) General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the date hereof, and other intangible rights and assets of Transferor, in each case to the extent not related primarily to the Mechanical Business.

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## 2. ASSUMPTION OF LIABILITIES

2.1 Liabilities to be Assumed. As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Subject to Section 2.2, effective as of the Effective Time, Recipient hereby assumes and agrees to perform and discharge the following, and only the following, Liabilities of Transferor (collectively, the "Assumed Liabilities"):

2.1 (a) Assumed Balance Sheet Liabilities. Liabilities of Transferor that, if known as of the Effective Time, would be reflected on the Mechanical Balance Sheet.

2.1 (b) Liabilities Under Permits and Licenses. Liabilities of Transferor under any licenses, permits, approvals or certifications among the Transferred Assets or relating primarily to the operation of the Mechanical Business.

2.1 (c) Environmental Matters. All Liabilities asserted against, imposed on or incurred by Transferor, directly or indirectly, as a result of, arising out of, relating to or incidental to: (i) the disposal, release, discharge, emission, seeping, presence, dispersal, spilling, leaking, dumping, migration, storage, transportation or generation of any Hazardous Substances (as defined below) on, over, through, in, at, under, migrating from



or to, or emanating from or to, the Transferred Assets or any other business, properties or assets used at any time by Transferor or any of its predecessors primarily in connection with the historical operations of the Mechanical Business (the "Historical Assets"); (ii) the violation of any Environmental Laws (as defined below) affecting the Historical Assets or the Transferred Assets; (iii) any potential toxic tort, personal injury or property damage claims arising from or related to any such Hazardous Substances, the operations or activities at the Historical Assets or involving the Transferred Assets or the treatment, storage or disposal of any waste generated at the Historical Assets or any exposure, event, transaction, occurrence or incident which occurred or transpired at the Historical Assets; (iv) any response cost-recovery claim, contribution claim or enforcement claim by a regulator or third party in connection with the off-site treatment, storage or disposal anywhere of any wastes or Hazardous Substances previously generated or used at the Historical Assets; or (v) arising out of the existence of any environmental lien against the Historical Assets pursuant to any Environmental Laws.

2.1 (d) Litigation Matters. Any Liability with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative, to which Transferor is a party relating primarily to the Transferred Assets or the operation of the Mechanical Business.

2.1 (e) Contractual Liabilities. Liabilities of Transferor, whether arising before or after the date hereof, under and pursuant to the Contracts.

2.1 (f) Product Liability. Liabilities of Transferor arising out of or in any way relating to or resulting from any product manufactured, assembled or sold, or service rendered by Transferor ~~in the operation of the Mechanical Business, or any product or service~~ associated with such products or services (including any Liability of Transferor for claims made for injury to person, damage to property or other damage, whether made in product liability, tort, breach of warranty or otherwise) of the Mechanical Business, including without limitation Liabilities of Transferor under and pursuant to express or implied product warranties relating to, or arising from the operation of, the Mechanical Business, together with all derivative claims such as (but not limited to) loss of consortium and wrongful death, in any case without regard to date of occurrence, notice of claim or whether the product or service involved was discontinued prior to the date hereof. The Liabilities of Transferor assumed by the Recipient under this Section 2.1(f) are, collectively, referred to as the "Mechanical Product Liabilities".

2.1 (g) Liability For Breach. Liabilities of Transferor for any breach or failure to perform any of Transferor's covenants and agreements contained in, or made pursuant to, any contract relating primarily to the Transferred Assets or the operation of the Mechanical Business, whether or not assumed hereunder, but other than covenants and agreements under Excluded Contracts.

2.1 (h) Violation of Laws or Orders. Liabilities of Transferor arising primarily out of the ownership, use or operation of the Transferred Assets or the operation of the Mechanical Business for any violation of or failure to comply with any statute, law, ordinance, rule or regulation or any order, writ, injunction, judgment, plan or decree of

any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other.

2.2 Liabilities Not to be Assumed. Except as and to the extent specifically set forth in Section 2.1, Recipient is not assuming any Liabilities of Transferor and all such Liabilities shall be and remain the responsibility of Transferor. Without limitation and notwithstanding the provisions of Section 2.1, Recipient is not assuming and Transferor shall not be deemed to have transferred to Recipient the following Liabilities of Transferor:

2.2 (a) Excluded Balance Sheet Liabilities. Liabilities of Transferor that, if known as of the Effective Time, would be reflected on the balance sheet of Retained Functions as of the time immediately prior to the Effective Time.

2.2 (b) Liabilities Under Permits and Licenses. Transferor's Liabilities, whether arising before or after the date hereof, under any licenses, permits, approvals or certifications of Transferor not among the Transferred Assets and not related primarily to the operation of the Mechanical Business.

2.2 (c) Product Liability. Except for the Mechanical Product Liabilities assumed by Recipient pursuant to Section 2.1(f) above, any Liability of Transferor arising out of or in any way relating to or resulting from any product manufactured, assembled or sold, or service rendered by Transferor in the operation of the Retained Functions, or any product or service associated with such products or services (including any Liability of Transferor for claims made for injury to person, damage to property or other damage, whether made in product liability, tort, breach of warranty or otherwise) of the Retained Functions, ~~including without limitation Liabilities of Transferor under and pursuant to express or implied product warranties relating to, or arising from the operation of, the Retained Functions, together with all derivative claims such as (but not limited to) loss of consortium and wrongful death, in any case without regard to date of occurrence, notice of claim or whether the product or service involved was discontinued prior to the date hereof.~~

2.2 (d) Litigation Matters. Any Liability with respect to any action, suit, proceeding, arbitration, investigation or inquiry, whether civil, criminal or administrative, to which Transferor is a party not relating primarily to the Transferred Assets or the operation of the Mechanical Business.

2.2 (e) Intellectual Property. Any Liability of Transferor to a third party, for infringement, royalties or otherwise of such third party's intellectual property (including without limitation trademarks, service marks, patents and copyrights).

2.2 (f) Excluded Contracts. Any Liability of Transferor arising in connection with Excluded Contracts.

2.2 (g) Liability For Breach. Liabilities of Transferor for any breach or failure to perform any of Transferor's covenants and agreements contained in, or made pursuant to, any contract not relating primarily to the Transferred Assets or the operation of the

Mechanical Business and not assumed hereunder, and covenants and agreements under Excluded Contracts.

2.2 (h) Violation of Laws or Orders. Liabilities of Transferor not arising primarily out of the ownership, use or operation of the Transferred Assets or the operation of the Mechanical Business for any violation of or failure to comply with any statute, law, ordinance, rule or regulation or any order, writ, injunction, judgment, plan or decree of any court, arbitrator, department, commission, board, bureau, agency, authority, instrumentality or other body, whether federal, state, municipal, foreign or other.

2.2 (i) Taxes. Subject to Section 4.5, any Liability of Transferor not reflected on the Mechanical Balance Sheet for federal, state and local income, profit, franchise, sales, use, property and other taxes (and any penalties or interest due on account thereof).

### 2.3 Certain Definitions.

2.3 (a) Environmental Laws. The term "Environmental Laws" means all foreign, federal, interstate, state and local laws, including statutes, rules, regulations common law doctrine and remedies and other governmental restrictions and requirements relating to the release, emission, dispersal, spilling, leaking, dumping, migration or discharge of Hazardous Substances or otherwise relating to the protection of the environment, the management of Hazardous Substances or the protection of employee health and safety or safeguarding public health and welfare including, but not limited to, the Solid Waste Disposal Act, the Clean Air Act, the Water Pollution Control Act, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act of 1970, the Toxic Substances Control Act, the Hazardous Materials Transportation Act (all as the same may have been amended), rules and regulations of the United States Environmental Protection Agency, rules and regulations of the United States Nuclear Regulatory Agency, rules and regulations of the United States Department of Transportation, state environmental protection statutes, rules and regulations of the Wisconsin Department of Natural Resources, and rules and regulations of any other state or local department of environmental or natural resources or any state or local environmental protection agency now or at any time hereafter in effect.

2.3 (b) Hazardous Substances. The term "Hazardous Substances" means all hazardous and toxic substances (including, without limitation, petroleum products, asbestos and raw materials which include hazardous constituents), fumes, smoke, soot, acids, alkalis, chemicals, liquids, gases, vapors, wastes and materials; any pollutants or contaminants; and any other similar substances or materials which are regulated under Environmental Laws.

2.4 Transferor Obligations. Subject to Section 2.2, Recipient will, at any time or from time to time at the request of Transferor, execute any instrument under which Recipient will be a guarantor of or accommodation party or obligor with respect to any Liabilities of

Transferor described in Section 2.2. Recipient will also cause any transferee of any material portion of the Transferred Assets to make the same covenant for the benefit of Transferor.

### 3. EMPLOYEE AND EMPLOYEE BENEFIT MATTERS

3.1 Affected Employees. "Affected Employees" shall mean all Mechanical Business employees of Transferor as of the Effective Time, including without limitation those employees who are physically present for work, those employees who are eligible for work but are not scheduled to work, those employees who are on vacation, holiday, jury duty or similar limited duration time-off and employees not actively employed due to a sick leave, disability leave or other personal leave of absence; provided, however, that Affected Employees shall not include the present or former employees of Transferor or its predecessors whose duties and responsibilities relate or related primarily to the Retained Functions (the "Excluded Employees").

3.2 Transfer of Employment. As of the Effective Time, Affected Employees shall be transferred to the employ of Recipient. Such transfer shall not be deemed to be a termination of employment for any purpose, and such transfer shall not interrupt, terminate or have any other effect on any Affected Employee's service accumulated for any employee benefit purpose immediately prior to the Effective Time.

3.3 Employee Benefit Plans. The transfer of an Affected Employee to the employ of Recipient as described in Section 3.2 shall have no effect on the eligibility, continuing participation status and accrued benefits of that Affected Employee with respect to any benefit plans sponsored by Transferor on the date hereof.

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### 4. MISCELLANEOUS

4.1 Further Assurance. From time to time, at Recipient's request and without further consideration, Transferor will execute and deliver to Recipient such documents and take such other action as Recipient may reasonably request in order to consummate more effectively the transactions contemplated hereby and to vest in Recipient good, valid and marketable title to the business and assets being transferred hereunder, including without limitation executing documents as may be necessary to enable Recipient to reflect the transfers contemplated hereby in any government office.

#### 4.2 Assignment; Parties in Interest.

4.2 (a) Assignment. The rights and obligations of a party hereunder may be assigned, transferred or encumbered without the prior written consent of the other party.

4.2 (b) Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

4.3 Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

4.4 Amendment and Modification. Transferor and Recipient may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

4.5 Taxes; Expenses. Recipient will bear all applicable sales, use, real estate transfer, excise, recording, filing or similar fees or taxes incurred with respect to the consummation of the transactions contemplated hereby. The parties agree to treat the transactions contemplated by this Agreement as transactions qualifying for tax-free treatment pursuant to Section 351 of the Code. The parties shall report such transactions on their tax returns consistent with this treatment and shall not take a contrary position for tax, accounting or any other purpose. Except as otherwise provided herein, each of the parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the transactions contemplated hereby.

4.6 Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein.


4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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4.8 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**REGAL-BELOIT CORPORATION**

By:   
Peter C. Underwood, Vice President, General  
Counsel and Secretary

**RBC MANUFACTURING CORPORATION**

By:   
Peter C. Underwood, Vice President-Secretary

STATE OF DELAWARE  
CERTIFICATE OF MERGER

OF

REGAL BELOIT EPC INC.  
(a Wisconsin corporation),

RAMU INC.  
(a Delaware corporation) and

MILWAUKEE GEAR COMPANY  
(a Wisconsin corporation)

INTO

RBC MANUFACTURING CORPORATION  
(a Wisconsin corporation)

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The names and jurisdictions of incorporation of the constituent corporations to this merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Regal Beloit EPC Inc.	Wisconsin
RAMU Inc.	Delaware
Milwaukee Gear Company	Delaware
RBC Manufacturing Corporation	Wisconsin

**SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the General Corporation Law of the State of Delaware and Section 180.1103 of the Wisconsin Business Corporation Law.

**THIRD:** The name of the surviving corporation is RBC Manufacturing Corporation, a Wisconsin corporation (the "Surviving Corporation").

**FOURTH:** The Articles of Incorporation of RBC Manufacturing Corporation shall be the Articles of Incorporation of the Surviving Corporation.

**FIFTH:** The merger is to become effective at 12:01 A.M. on December 31, 2012.

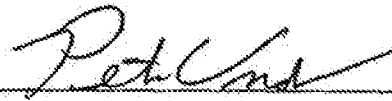
**SIXTH:** The Agreement and Plan of Merger is on file at the office of the Surviving Corporation, 100 East Randolph Street, Wausau, Wisconsin 54401.

**SEVENTH:** a copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request, without cost, to any stockholder of the constituent corporations.

**EIGHTH:** The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Surviving Corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at 100 East Randolph Street, Wausau, Wisconsin 54401

**IN WITNESS WHEREOF,** said Surviving Corporation has caused this Certificate to be signed by an authorized officer as of the 14<sup>th</sup> day of December, 2012.

RBC MANUFACTURING CORPORATION

By:   
Peter C. Underwood, Vice President-Secretary



Sec. 180.11045 and  
180.1105, Wis.  
Stats.

State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services



**ARTICLES OF MERGER**  
Domestic and Foreign For-Profit Corporations

**1. Non-Surviving Parties to the Merger:**

Corporation Name: Regal Beloit EPC Inc.	Organized under the laws of Wisconsin <hr/> (state or country)
--	---

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes  No

**IMPORTANT:** If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

Corporation Name: Ramu Inc.	Organized under the laws of Delaware <hr/> (state or country)
--------------------------------	--

Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes  No

**IMPORTANT:** If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

Schedule more non-surviving parties as an additional page and indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate. Additional non-surviving party attached

**2. Surviving Corporation:**

Corporation Name: RBC Manufacturing Corporation	Organized under the laws of Wisconsin <hr/> (state or country)
--	---

**3. Indicate below if the surviving corporation is an indirect wholly owned subsidiary or parent:**

The surviving corporation is a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent and the merger was approved in accordance with sec. 180.11045 and the requirements of sec. 180.11045(2) have been satisfied.

The surviving corporation is not a Domestic or Foreign Business Corporation that is an indirect wholly owned subsidiary or parent.

FILING FEE - \$150.00

DFI/CORP/2001(R08/11)

PATENT  
REEL: 029577 FRAME: 0445

Sec. 180.11045 and  
180.1105, Wis.  
Stats.

State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services



**ARTICLES OF MERGER**  
Domestic and Foreign For-Profit Corporations

Additional

**1. Non-Surviving Parties to the Merger:**

Corporation Name: Milwaukee Gear Company	Organized under the laws of Delaware <hr/> (state or country)
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Does the above named non-surviving party have a fee simple ownership interest in any Wisconsin real estate?

Yes  No

**IMPORTANT:** If you answer yes, the surviving entity is required to file a report with the Wisconsin Dept. of Revenue under sec. 73.14 of the Wis. Stats. within 60 days after the effective date of the merger. **NOTE:** Sec. 73.14(2)(a) provides a penalty of \$200 for each day that the report is late, not to exceed \$7,500. You may access the form at: <http://ww2.revenue.wi.gov/internet/merger.html>

4. The plan of merger has been approved and adopted by each corporation that is a party to the merger as required under sec. 180.1103 or 180.1104, Wis. Stats., as applicable.

5. A. The articles of incorporation of the surviving corporation are amended as follows:

n/a

OR

B. If there are no amendments, indicate the name of the corporation that is a party to the merger whose articles of incorporation will be the articles of incorporation of the surviving corporation:

RBC Manufacturing Corporation

6. The executed plan of merger is on file at the principal place of business of the surviving corporation.

7. The surviving corporation will provide a copy of the plan of merger, upon request and without cost, to any shareholder of a corporation that was a party to the merger or, upon payment to the surviving corporation of an amount equal to the cost of producing the copy, to any other interested person.

8. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on 12/31/2012 (date) at 12:01 a.m. (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by sec.180.0123.

9. Executed on 12/14/12 (date) by the surviving corporation on behalf of all parties to the merger.

  
\_\_\_\_\_  
(Signature)

Mark (X) below the title of the person executing the document.

Title:  President OR  Secretary or other officer title Vice President - Secretary

Peter C. Underwood  
\_\_\_\_\_  
(Printed Name)

This document was drafted by: Barbara Gurican  
(Name the individual who drafted the document)

Fee simple ownership interest  Yes  No (for DFI use only)  
ARTICLES OF MERGER  
Domestic and Foreign Business Corporations

┌  
Brenda Lindsay, Paralegal  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, WI 53202  
└

┌  
└

▲ Enter your return address within the bracket above.  
Phone number during the day: ( 414 ) 273 - 3500

**INSTRUCTIONS** (Ref. Sec. 180.11045 and 180.1105, Wis. Stats. for document content)

<b>Submit one original and one exact copy along with the required filing fee of \$150.00 to the address listed below. Make checks payable to the "Department of Financial Institutions". Filing fee is non-refundable. Sign the document manually or otherwise allowed under 180.0103(16).</b>		
<b>Mailing Address:</b> Department of Financial Institutions Division of Corporate & Consumer Services P O Box 7846 Madison WI 53707-7846	<b>Physical Address for Express Mail:</b> Department of Financial Institutions Division of Corporate & Consumer Services 345 W. Washington Ave – 3 <sup>rd</sup> Fl. Madison WI 53703	Phone: 608-261-7577 FAX: 608-267-6813 TTY: 608-266-8818

**NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

1. Enter the corporation name and state or country of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in sec. 180.0103 (9), Wis. Stats. Select yes or no to indicate whether the non-surviving party has a fee simple ownership interest in any Wisconsin real estate. See sec. 73.14 and 77.25, Wis. Stats., or contact the Wisconsin Department of Revenue at (608)266-1594 for questions regarding fee simple ownership interest and the filing requirements with that department.
2. Enter the corporation name (prior to any amendment to change the name) and state or country of organization of the surviving corporation.
3. Indicate whether the surviving corporation is an indirect wholly owned subsidiary or parent. See sec. 180.11045, Wis. Stats. for requirements. See sec. 180.11045(1)(b), Wis. Stats. for definition.
4. This statement is required per sec. 180.1105 (1)(cm) of the Wis. Stats.
5. A. OR B. Indicate any amendments to the articles of incorporation of the surviving corporation in section A. If there are no amendments, indicate the name of the corporation that is a party to the merger whose articles of incorporation will be the articles of incorporation of the surviving corporation in section B.
6. This statement is required per sec. 180.1105(f) of the Wis. Stats.
7. This statement is required per sec. 180.1105(g) of the Wis. Stats.
8. (Optional) If the merger is to take effect at a time other than the close of business on the day the articles of merger are delivered to the department for filing, state the effective date or date and time. An effective date may not be earlier than the date the document is delivered to the Department of Financial Institutions, nor a date more than 90 days after its delivery.
9. Enter the date of execution and the name and title of the person signing the document. If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

CONSENT OF BOARD OF DIRECTORS

OF


RBC MANUFACTURING CORPORATION

The undersigned, being all of the members of the Board of Directors of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consent to the following action without a formal meeting of the Board of Directors, or notice thereof:


BE IT RESOLVED, that the proposed Agreement and Plan of Merger of Regal Beloit EPC Inc., a Wisconsin corporation ("Regal"), Ramu, Inc., a Delaware corporation ("Ramu"), Milwaukee Gear Company, a Delaware corporation ("Milwaukee Gear"), and the Corporation (the "Agreement"), wherein Regal, Ramu and Milwaukee Gear are merged with and into the Corporation, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 14<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
Mark J. Glynn

  
\_\_\_\_\_  
John M. Perino

  
\_\_\_\_\_  
Charles A. Hinrichs

  
\_\_\_\_\_  
Peter C. Underwood

CONSENT OF SOLE SHAREHOLDER

OF

RBC MANUFACTURING CORPORATION

The undersigned, being the sole shareholder of RBC Manufacturing Corporation, a Wisconsin corporation (the "Corporation"), hereby consents to the following action without a formal meeting of the sole shareholder, or notice thereof:

BE IT RESOLVED, that the proposed Agreement and Plan of Merger of Regal Beloit EPC Inc., a Wisconsin corporation ("Regal"), Ramu, Inc., a Delaware corporation ("Ramu"), Milwaukee Gear Company, a Delaware corporation ("Milwaukee Gear"), and the Corporation (the "Agreement"), wherein Regal, Ramu and Milwaukee Gear are merged with and into the Corporation, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 14<sup>th</sup> day of December, 2012.

REGAL-BELOIT CORPORATION

By: 

Peter C. Underwood, Vice President, General Counsel and Secretary

CONSENT OF BOARD OF DIRECTORS

OF

REGAL BELOIT EPC INC.

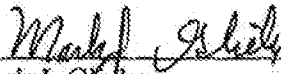
The undersigned, being all of the members of the Board of Directors of Regal Beloit EPC Inc., a Wisconsin corporation (the "Corporation"), hereby consent to the following action without a formal meeting of the Board of Directors, or notice thereof:

BE IT RESOLVED, that the proposed Agreement and Plan of Merger of the Corporation, Ramu, Inc., a Delaware corporation ("Ramu"), Milwaukee Gear Company, a Delaware corporation ("Milwaukee Gear"), and RBC Manufacturing Corporation, a Wisconsin corporation ("RBC") (the "Agreement"), wherein the Corporation, Ramu and Milwaukee Gear are merged with and into RBC, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.


BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.


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IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 14<sup>th</sup>  
day of December, 2012.

  
\_\_\_\_\_  
Mark J. Gliebe

  
\_\_\_\_\_  
John M. Perino

  
\_\_\_\_\_  
Charles A. Hinrichs

  
\_\_\_\_\_  
Peter C. Underwood

CONSENT OF SOLE SHAREHOLDER

OF

REGAL BELOIT EPC INC.

The undersigned, being the sole shareholder of Regal Beloit EPC Inc., a Wisconsin corporation (the "Corporation"), hereby consents to the following action without a formal meeting of the sole shareholder, or notice thereof:

BE IT RESOLVED, that the proposed Agreement and Plan of Merger of the Corporation, Ramu, Inc., a Delaware corporation ("Ramu"), Milwaukee Gear Company, a Delaware corporation ("Milwaukee Gear"), and RBC Manufacturing Corporation, a Wisconsin corporation ("RBC") (the "Agreement"), wherein the Corporation, Ramu and Milwaukee Gear are merged with and into RBC, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.


BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

---

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 14<sup>th</sup> day

of December, 2012.

REGAL-BELOIT CORPORATION

By:   
Peter C. Underwood, Vice President, General  
Counsel and Secretary



CONSENT OF BOARD OF DIRECTORS

OF

RAMU INC.

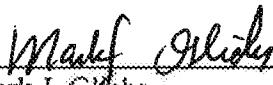
The undersigned, being all of the members of the Board of Directors of Ramu Inc., a Delaware corporation (the "Corporation"), hereby consent to the following action without a formal meeting of the Board of Directors, or notice thereof:

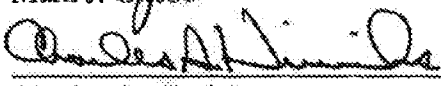
BE IT RESOLVED, that the proposed Agreement and Plan of Merger of Regal Beloit EPC Inc., a Wisconsin corporation ("Regal"), the Corporation, Milwaukee Gear Company, a Delaware corporation ("Milwaukee Gear"), and RBC Manufacturing Corporation, a Wisconsin corporation ("RBC") (the "Agreement"), wherein Regal, the Corporation and Milwaukee Gear are merged with and into RBC, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

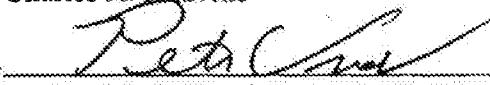
BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 14<sup>th</sup>

day of December, 2012.

  
\_\_\_\_\_  
Mark J. Gjebe

  
\_\_\_\_\_  
Charles A. Hinrichs

  
\_\_\_\_\_  
Peter C. Underwood

CONSENT OF SOLE SHAREHOLDER

OF

RAMU INC.

The undersigned, being the sole shareholder of Ramu Inc., a Delaware corporation (the "Corporation"), hereby consents to the following action without a formal meeting of the sole shareholder, or notice thereof:


BE IT RESOLVED, that the proposed Agreement and Plan of Merger of Regal Beloit EPC Inc., a Wisconsin corporation ("Regal"), the Corporation, Milwaukee Gear Company, a Delaware corporation ("Milwaukee Gear"), and RBC Manufacturing Corporation, a Wisconsin corporation ("RBC") (the "Agreement"), wherein Regal, the Corporation and Milwaukee Gear are merged with and into RBC, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute said Agreement in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion, deem necessary or advisable to effectuate said Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 14<sup>th</sup> day of December, 2012.

REGAL-BELOIT CORPORATION

By: \_\_\_\_\_

  
Peter C. Underwood, Vice President, General Counsel and Secretary

CONSENT OF BOARD OF DIRECTORS

OF

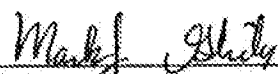
MARATHON SPECIAL PRODUCTS CORPORATION

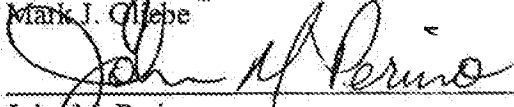
The undersigned, being all of the members of the Board of Directors of Marathon Special Products Corporation, an Ohio corporation (the "Corporation"), hereby consent to the following action without a formal meeting of the Board of Directors or notice thereof:

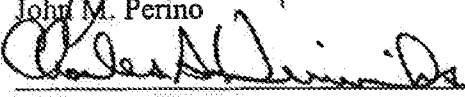
BE IT RESOLVED, that this Corporation be completely liquidated and dissolved in the manner provided in the proposed Plan of Complete Liquidation and Dissolution of the Corporation (the "Plan") and that the Plan, in the form attached hereto, be and the same is hereby, adopted and approved as the Plan for the complete liquidation and dissolution of the Corporation; and

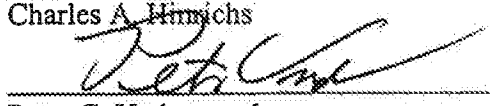
BE IT FURTHER RESOLVED, that the Plan be submitted to the sole shareholder of the Corporation for its consideration and approval, and that upon approval by the sole shareholder the officers and directors of the Corporation be, and each of them hereby is, authorized, empowered and directed to do all things and to take any and all actions which may be necessary or appropriate in connection with the execution and implementation of the Plan and in connection with the winding up of the affairs of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the 14<sup>th</sup> day of December, 2012.

  
\_\_\_\_\_  
Mark I. Giebe

  
\_\_\_\_\_  
John M. Perino

  
\_\_\_\_\_  
Charles A. Himmichs

  
\_\_\_\_\_  
Peter C. Underwood

CONSENT OF SOLE SHAREHOLDER

OF

MARATHON SPECIAL PRODUCTS CORPORATION

The undersigned, being the sole shareholder of Marathon Special Products Corporation, an Ohio corporation (the "Corporation"), hereby consents to the following action without a formal meeting of the sole shareholder or notice thereof:

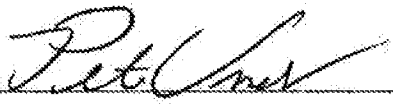
BE IT RESOLVED, that this Corporation be completely liquidated and dissolved in the manner provided in the proposed Plan of Complete Liquidation and Dissolution of the Corporation (the "Plan") and that the Plan, in the form attached hereto, be and the same is hereby, adopted and approved as the Plan for the complete liquidation and dissolution of the Corporation; and

BE IT FURTHER RESOLVED, that the officers and directors of the Corporation be, and each of them hereby is, authorized, empowered and directed to do all things and to take any and all actions which may be necessary or appropriate in connection with the execution and implementation of the Plan and in connection with the winding up of the affairs of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the 14<sup>th</sup> day

of December, 2012.

RBC MANUFACTURING CORPORATION

By:   
Peter C. Underwood, Vice President-Secretary



**Jon Husted**  
Ohio Secretary of State

180 East Broad Street, 16th Floor • Columbus, Ohio 43215  
Toll Free: (877) SOS-FILE (767-3453) Central Ohio: (614) 466-3910  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov) • [busserv@OhioSecretaryofState.gov](mailto:busserv@OhioSecretaryofState.gov)

**Please return the approval certificate to:**

Name:

Godfrey & Kahn, S.C.  
(Individual or Business Name)

To the attention of:

Brenda Lindsay  
(If necessary)

Address:

780 North Water Street

City:

Milwaukee

State:

Wisconsin

ZIP Code:

53202

Phone Number:

414-273-3500

E-mail Address:

blindsay@gklaw.com

- Check here if you would like to receive important notices via e-mail from the Ohio Secretary of State's office regarding Business Services.
- Check here if you would like to be signed up for our Filing Notification System for the business entity being created or updated by filing this form. This is a free service provided to notify you via e-mail when any document is filed on your business record.

**Type of Service Being Requested: (PLEASE CHECK ONE BOX BELOW)**

- Regular Service:** Only the filing fee listed on page one of the form is required and the filing will be processed in approximately 3-7 business days. The processing time may vary based on the volume of filings received by our office.
- Expedite Service 1:** By including an Expedite fee of \$100.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 2 business days after it is received by our office.
- Expedite Service 2:** By including an Expedite fee of \$200.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 1 business day after it is received by our office. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.
- Expedite Service 3:** By including an Expedite fee of \$300.00, in addition to the regular filing fee on page one of the form, the filing will be processed within 4 hours after it is received by our office, if received by 1:00 p.m. This service is only available to walk-in customers who hand deliver the document to the Client Service Center.
- Preclearance Filing:** For the purpose of advising as to the acceptability of the proposed filing, a form that is to be submitted at a later date for processing may be submitted for examination for a fee of \$50.00. The Preclearance will be complete within 1-2 business days.



Form 561 Prescribed by:  
**JON HUSTED**  
 Ohio Secretary of State

Central Ohio: (614) 466-3910  
 Toll Free: (877) SOS-FILE (767-3453)  
 www.OhioSecretaryofState.gov  
 Busserv@OhioSecretaryofState.gov

Makes checks payable to Ohio Secretary of State

Mail this form to one of the following:

Regular Filing (non expedite)  
 P.O. Box 1329  
 Columbus, OH 43216

Expedite Filing (Two-business day processing  
 time requires an additional \$100.00).  
 P.O. Box 1390  
 Columbus, OH 43216

**Certificate of Dissolution**  
**(For-Profit, Domestic Corporation)**  
**Filing Fee: \$50**

Complete the following information.

The corporation named below has adopted a resolution of dissolution.

Name of Corporation

Charter Number

Location of Principal Office in Ohio

City

County

State

The internet address of each domain name held or maintained by or on behalf of the corporation:

The corporation did not hold or maintain any domain names.

Name and address of the Statutory Agent.

National Registered Agents, Inc.

Name

145 Baker Street

Address

Marion

City

Ohio

State

43302

Zip Code

Please complete this section if the corporation is appointing a new agent.

**ACCEPTANCE OF APPOINTMENT**

The Undersigned,

[Redacted]

, named herein as the

Statutory Agent Name

Statutory agent for,

[Redacted]

Corporation Name

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature

[Redacted]

Individual Agent's Signature/Signature on behalf of Corporate Agent

If the agent is an individual using a P.O. Box, check this box to confirm the agent is an Ohio resident.

The date of dissolution if other than the filing date

12/30/2012

MM/DD/YYYY

Note: The date of dissolution must be on the date of filing, or a later date that is not more than 90 days after the date of filing, pursuant to Ohio Revised Code section 1701.86(F)(7).

Pursuant to Ohio Revised Code section 1701.87(E), a copy of the notice required by Ohio Revised Code section 1701.87(B) must be attached to this filing. (Please attach the notice or complete page 5 of this form.)

Check only one box below and provide information as required:

- (1.) The resolution of dissolution was adopted by the **Incorporators**. Pursuant to Ohio Revised Code section 1701.86(C), if an initial stated capital was not set forth in the articles then before the corporation begins business, or if an initial stated capital is set forth in the articles then before subscriptions to shares shall have been received in the amount of that initial stated capital, the incorporators or a majority of them may adopt, by a writing signed by them, a resolution of dissolution. (138-DISI)

The names and addresses of all the incorporators must be set forth below:

Name

Address

Name

Address

Name

Address

The resolution of dissolution was adopted by the **Directors**. Pursuant to Ohio Revised Code section 1701.86 (D), directors may adopt a resolution of dissolution in the following cases, please check the box to state the proper statement of the basis for the adoption. (137-DISD)

- (2.) The resolution of dissolution was adopted:

When the corporation has been adjudged bankrupt or has made a general assignment for the benefit of the creditors;

By leave of the court, when a receiver has been appointed in a general creditor's suit or in any suit in which the affairs of the corporation are to be wound up;

When substantially all of the assets have been sold at judicial sale or otherwise;

When the articles have been canceled for failure to file annual franchise or excise tax returns or for failure to pay franchise or excise taxes and the corporation has not been reinstated or does not desire to be reinstated; or

When the period of existence of the corporation specified in its articles has expired.

- (3.) The articles are hereby dissolved by the **Shareholders** pursuant to Ohio Revised Code section 1701.86(E).

(150-DISS)



By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

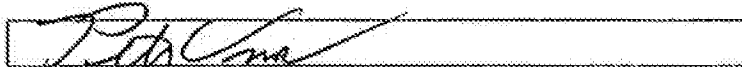
**Required**

When the resolution is adopted by the incorporators, the certificate shall be signed by not less than a majority of the incorporators.

In all other cases, the certificate shall be signed by any authorized officer, unless the officer fails to execute and file such a certificate within 30 days after the date upon which such certificate is to be filed. In the latter event, the certificate may be signed by any three (3) shareholders or, if there are less than three (3) shareholders, all of the shareholders, form a statement that the persons signing the certificate are shareholders and are filing the certificate because of the failure of the officers to do so.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.



Signature

Vice President - Secretary

By (if applicable)

Peter C. Underwood

Print Name

Signature

Signature

By (if applicable)

Print Name

Print Name

Signature

Signature

By (if applicable)

Print Name

Print Name

**Notice of Dissolution to Creditors and Claimants against Corporation  
(pursuant to ORC 1701.87)**

Notice of Dissolution of

Name of Corporation

All claims shall be presented in writing and shall the claimant and contain sufficient information to reasonably inform the corporation of the substance of the claim.

The mailing address to which the person must send the claims is:

Address

The deadline by which the corporation must receive the claim

(May not be less than 60 days after  
the date the notice is given.)

The claim will be barred if the corporation does not receive the claim by the deadline.

The corporation may make distributions to other creditors or claimants, including distributions to shareholders of the corporation, without further notice to the claimant.

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Complete the information in this section.

**AFFIDAVIT**

In lieu of dissolution releases from various governmental authorities (ORC section 1701.86(I)).

Marathon Special Products Corporation

Name of Corporation

The undersigned, being first duly sworn, declares that on the dates indicated below, each of the named state governmental agencies was advised IN WRITING of the scheduled date of filing of the Certificate of Dissolution and was advised IN WRITING of the acknowledgement by the corporation of the applicability of the provisions of section 1701.95 of the ORC.

Agency	Date Notified	Agency	Date Notified
Ohio Bureau of Workers' Compensation 30 W. Spring Street Columbus, Ohio 43215	12/05/2012	Ohio Job & Family Services Status and Liability Section Data Correspondence Control Fax: 614-752-4811 Phone: 614-466-2319  Overnight: P.O. Box 182413 Columbus, OH 43218-2413	12/05/2012   Regular: P.O. Box 182413 Columbus, OH 43218-2413
		Ohio Department of Taxation Dissolution Section 4485 Northland Ridge Blvd. Columbus, Ohio 43229	12/05/2012

**Note:** This affidavit must be signed by one or more persons executing the certificate of dissolution or by an officer of the corporation.

Signature

*Peter C. Underwood*

Title

Vice President - Secretary

Peter C. Underwood

Name

200 State Street

Mailing Address

Beloit

City

WI

State

53511

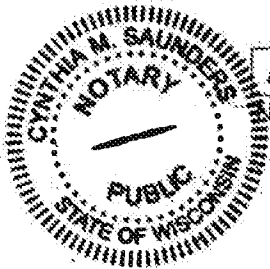
Zip Code

Acknowledged before me and subscribed in my presence on

12/14/12

Date

Seal



*Cynthia M. Saunders*

Notary Public

Commission Expires

10/26/14

Date

Complete the information in this section.

AFFIDAVIT OF PERSONAL PROPERTY  
(ORC Section 1701.86(H)(1))

State of Wisconsin

County of Rock

SS:

Peter C. Underwood

Name of Officer

, being first duly sworn, deposes and says that she/he is

Vice President - Secretary

Title of Officer

Marathon Special Products Corporation

of Name of Corporation

and this affidavit is made in compliance with section 1701.86(H)(1) of the Ohio Revised Code.

That said corporation has: (Check one (1) of the following)

A. Has no personal property in any county in the State of Ohio

B. Has personal property in the following county(ies)

Wood

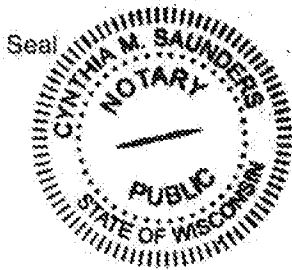
and that the net assets of said corporation are sufficient to pay all personal property taxes accrued to date.

Signature: Peter C. Underwood

Title: Vice President - Secretary

Acknowledged before me and subscribed in my presence on

Date 12/14/12



Cynthia M. Saunders  
Notary Public

Expiration date of Notary Public's Commission Date 10/26/14

PLAN OF COMPLETE LIQUIDATION  
AND DISSOLUTION OF  
MARATHON SPECIAL PRODUCTS CORPORATION

WHEREAS, in the opinion of the sole shareholder of Marathon Special Products Corporation, an Ohio corporation (the "Corporation"), the Corporation should terminate its existence.

NOW, THEREFORE, the Corporation shall be completely liquidated in the following manner:

1. The Corporation shall be completely liquidated and dissolved in the manner stated in this Plan.

2. This Plan shall be deemed adopted by the Corporation upon its approval by consent resolution of the sole shareholder of the Corporation executed by the sole shareholder of the Corporation

---

3. In accordance with Section 1701.86 of the Ohio Statutes, this Plan for the Complete Liquidation and Dissolution of the Corporation will not be considered to be effective unless adopted by the requisite affirmative vote of the issued and outstanding stock of the Corporation. After the adoption of this Plan, such action shall be taken as may be required to liquidate and dissolve the Corporation under the laws of the State of Ohio and as provided herein, and the President or Secretary of the Corporation shall, within thirty (30) days after the adoption of this Plan, execute and file an Internal Revenue Service Form 966 (Corporate Dissolution or Liquidation), together with a certified copy of this Plan.

4. On or before December 30, 2012, the Corporation shall cease any business activities except to the extent required to wind up its affairs. Thereupon, the officers of the

Corporation shall take such action and shall execute, deliver and file such documents as they deem to be necessary or proper to effectuate the complete liquidation of the Corporation, including but not limited to, the following:

(a) On or before December 30, 2012, the officers of the Corporation shall pay or otherwise provide for the satisfaction of all of the debts and other obligations of the Corporation.

(b) On or before December 30, 2012, the officers of the Corporation shall distribute to the sole shareholder of the Corporation all of the assets of the Corporation not paid out pursuant to Paragraph 4(a), above.

5. Upon distribution of all of the assets of the Corporation to the sole shareholder pursuant to Paragraph 4(b), above, all of the issued and outstanding certificates for the common stock of the Corporation shall be deemed surrendered in complete cancellation and redemption thereof, and appropriate notation of the cancellation of such certificates shall be made upon the stock record book of the Corporation.

6. The officers and directors of the Corporation, both in their corporate capacities and as trustees in dissolution of the Corporation are hereby authorized to do and perform such acts, execute and deliver such documents, and to do such other things as they, in their sole discretion, deem necessary or desirable to accomplish this Plan of Complete Liquidation and Dissolution and effectuate the terms hereof.