

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3958073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME
<b>EFFECTIVE DATE:</b>	04/01/2016
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GRIDLIFT, LLC	03/20/2016
<b>NEWLY MERGED ENTITY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GRIDLIFT SERVICES, LLC	03/20/2016
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>	
<b>Name:</b>	GRIDLIFT SERVICES, LLC
<b>Street Address:</b>	223 SOUTH 2ND STREET
<b>Internal Address:</b>	SUITE 2S
<b>City:</b>	MILWAUKEE
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53204
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8645051
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Email:</b>	PATRICK@RICHARDSPATENTLAW.COM
<b>Correspondent Name:</b>	PATRICK RICHARDS
<b>Address Line 1:</b>	233 S WACKER DR
<b>Address Line 2:</b>	84TH FLOOR
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606
<b>ATTORNEY DOCKET NUMBER:</b>	1088-002
<b>NAME OF SUBMITTER:</b>	PATRICK RICHARDS
<b>SIGNATURE:</b>	/Patrick D. Richards/
<b>DATE SIGNED:</b>	07/12/2016

**Total Attachments: 17**

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## OFFICE OF THE SECRETARY OF STATE

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JESSE WHITE • Secretary of State

0303497-6

04/29/2016

GREG WALTHERS  
120 N GREEN ST STE 701  
CHICAGO, IL 60607-2347

RE GRIDLIFT, LLC

DEAR SIR OR MADAM:

ARTICLES OF MERGER FOR THE ABOVE NAMED COMPANY HAVE BEEN  
PLACED ON FILE.

THE REQUIRED FEE IS HEREBY ACKNOWLEDGED.

SINCERELY YOURS,

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
LIMITED LIABILITY DIVISION  
(217) 524-8008

Form **LLC-37.25**  
May 2012

**Secretary of State**  
Department of Business Services  
Limited Liability Division  
501 S. Second St., Rm. 351  
Springfield, IL 62756  
217-524-8008  
www.cyberdriveillinois.com

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois  
Limited Liability Company Act  
**Articles of Merger**

**SUBMIT IN DUPLICATE**

Type or print clearly.

Filing Fee: \$ 100  
(Filing fee \$100 plus \$50 each entity more than two)

Approved: [Signature]

FILE # 03034976

This space for use by Secretary of State.

**FILED**

APR 01 2016

JESSE WHITE  
SECRETARY OF STATE

1. Names of Entities proposing to merge:

Name of Entity	Type of Entity (Corporation, Limited Liability Company, Limited Partnership, General Partnership or other permitted entity)	Domestic State or Jurisdiction	Date of Organization or Admission to Illinois	Illinois Secretary of State File Number (if any)
Gridlift, LLC	LLC	IL	9/23/2008	03034976
Gridlift Services, LLC	LLC	WI	n/a	n/a

2. A copy of the plan as approved must be attached to these Articles of Merger.

3. a. Name of Surviving Entity: Gridlift Services, LLC
- b. Address of Surviving Entity: 223 South 2nd Street, Suite 2S
- c. File Number (if any): \_\_\_\_\_
- d. Jurisdiction: Wisconsin

4. Effective date of merger: (check one)

- a.  the filing date, or
- b.  a later date, but not more than 30 days subsequent to the filing date: 4/1/16  
Month, Day, Year

5. If the survivor is a Limited Liability Company, indicate changes that are necessary to its Articles of Organization as stated in the plan of merger:

LLC-37.25

If the surviving entity is not a Limited Liability Company, the entity agrees that it may be served with process in Illinois and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of a Limited Liability Company previously subject to suit in this State, which is to merge, and for the enforcement, as provided in this Act, of the right of members of any Limited Liability Company to receive payment for their interest against the surviving entity.

- 6. The plan of merger has been approved and each LLC or other entity that is party to this Merger has signed below and affirms, under penalty of perjury, that the facts stated herein are true, correct and complete.

Dated March 20th, 2016  
Month & Day Year

1.   
Signature

Greg Walthers, Manager  
Name and Title (type or print)

Gridlift, LLC  
Name if a Corporation or other Entity

2.   
Signature

Greg Walthers, Manager  
Name and Title (type or print)

Gridlift Services, LLC  
Name if a Corporation or other Entity

3. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity

4. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (type or print)

\_\_\_\_\_  
Name if a Corporation or other Entity

If more space is needed, please attach additional sheets of this size.

**Signatures must be in black ink on an original document.  
Carbon copy, photocopy or rubber stamp signatures  
may only be used on conformed copies.**

## Merger Agreement

THIS MERGER AGREEMENT ("Agreement") is made on March 20, 2016 by and between Gridlift, LLC, 120 North Green Street, Suite 701, Chicago, Illinois 60607, (the "Non-surviving Entity"), and Gridlift Services, LLC of 223 South 2nd Street, Suite 2S, Milwaukee, Wisconsin 53204, (the "Surviving Entity").

On completion of the merger, Gridlift, LLC will be dissolved leaving Gridlift Services, LLC as the surviving business which will be known as Gridlift Services, LLC after the merger is complete. The surviving business will be registered in the state of Wisconsin.

### RECITALS

#### **Gridlift, LLC Dissolving Entity**

Gridlift, LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Illinois.

#### **Gridlift Services, LLC Surviving Entity**

Gridlift Services, LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Wisconsin.

#### **Gridlift Services, LLC Final Entity**

Gridlift Services, LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

### MERGER

#### **Surviving Business Entity**

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Gridlift Services, LLC shall be merged with and into surviving entity under the laws of the state of Wisconsin. As a result of the Merger, the separate corporate existence of Gridlift, LLC shall cease and the entity shall continue as the surviving business entity Gridlift Services, LLC

#### **Certificate of Merger**

Gridlift Services, LLC shall file a certificate of merger with the Secretary of State, as required by the laws of the state of Wisconsin. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Gridlift Services, LLC holds real property.

#### **Effective Date of Merger**

The merger shall be effective on April 1<sup>st</sup>, 2016.

## **TERMS AND CONDITIONS**

### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Enter into any contract or agreement obligating it for a period in excess of 1 day except in the ordinary course of business.
- Make any distributions to its shareholders.

## **VALUATION OF ASSETS**

### **Assets of Gridlift, LLC**

The partners or managers of Gridlift, LLC agree that:

The present value of its tangible and intangible assets, including goodwill is \$1,100,000.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

### **Assets of Gridlift Services, LLC**

The partners or managers of Gridlift Services, LLC agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$500.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

### **Conversion**

(a) At the effective date of the merger, each interest in Gridlift, LLC will be converted into 1 interest[s] of Gridlift Services, LLC.

## **MANAGEMENT OF SURVIVING ENTITY**

### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 1 Directors. Disappearing entity shall be entitled to nominate 0 members of the Board of Directors of the surviving entity.

## **INTERPRETATION AND ENFORCEMENT**

### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect

### **Applicable Law**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Wisconsin.

### **Approvals**

The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

*This Merger Agreement shall be signed by Greg Walthers, Manager, on behalf of Gridlift, LLC and by Greg Walthers, Manager on behalf of Gridlift Services, LLC.*



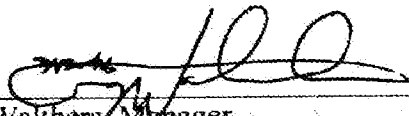
Gridlift, LLC:



3/20/16

By Greg Walthers, Manager

Gridlift Services, LLC:



3/20/16

By Greg Walthers, Manager



For Office



**State of Wisconsin**  
**Department of Financial Institutions**

***Endorsement***

**ARTICLES OF MERGER - Ch. 183**

**GRIDLIFT SERVICES LLC**

**Received Date: 3/23/2016**

**Filed Date: 4/6/2016**

**Filing Fee: \$150.00**

**Entity ID#: G052797**

**Total Fee: \$150.00**

**Merges: Uni Foreign LLC  
Into: Gridlift Services LLC (12 G052797)**

**Delayed Effective Date: April 1, 2016  
FSOI - No**

**DO NOT STAPLE**

Sec 179.77,  
 180.1105, 181.1105,  
 and 183.1204  
 Wis Stats

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



**ARTICLES OF MERGER**

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

Company Name: Gridlift, LLC		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis Stats ) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats ) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats ) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats )	Organized under the laws of IL  (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://www2.revenue.wi.gov/internet/merger.html>

Company Name:		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis Stats ) <input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats )	Organized under the laws of  (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://www2.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

**2. Surviving Entity:**

Company Name: Gridlift Services, LLC		
Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis Stats.) <input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.) See Exception below <input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis Stats ) <input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis Stats )	Organized under the laws of WI  (state or country)

**EXCEPTION:** If the merger involves only Chapter 180 business corporations, use form 2001.  
 DFI/CORP/2000(05/15)

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

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

4. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104, 181.1103, 181.1104 and 183.1202, if applicable

CONTINGENCY STATEMENT – The surviving entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each entity that is a party to the merger in the manner required by the laws applicable to each entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103(2)(c).

The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.

The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

(Append or attach the PLAN OF MERGER, (Optional Plan of Merger template on Pages 3 & 4)

**5 (OPTIONAL) Effective Date and Time of Merger**

These articles of merger, when filed, shall be effective on 04/01/2016 (date) at 0:00 am (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 ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

6. Executed on 03/20/2016 (date) by the surviving entity on behalf of all parties to the merger

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

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

For a limited partnership  
Title  General Partner

For a limited liability company  
Title  Member OR  Manager

Greg Walthers  
(Printed Name)

For a corporation

Title  President OR  Secretary  
or other officer title \_\_\_\_\_

This document was drafted by: Greg Walthers  
(Name the individual who drafted the document)

DO NOT STAPLE

( T E M P L A T E )

Sec 179 77,  
180 1101(2),  
181 1101(2), and  
183 1203(2)  
Wis Stats

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

PLAN OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name	Gridlift, LLC
--------------	---------------

Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of  IL  (state or country)
	<input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

Company Name	
--------------	--

Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of    (state or country)
	<input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

Schedule more non-surviving parties as an additional page

2. Surviving Entity:

Company Name	Gridlift Services, LLC
--------------	------------------------

Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of  WI  (state or country)
	<input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input checked="" type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

3. The manner and basis of converting the interests in each business entity that is a party to the merger into shares, interests, obligations or other securities of the surviving business entity or any other business entity or into cash or other property in whole or in part.

Conversion

(a) At the effective date of the merger, each interest in Gridlift, LLC will be converted into 1 interest[s] of Gridlift Services, LLC.

4. The terms and conditions of the merger

TERMS AND CONDITIONS

Negative Covenants

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Enter into any contract or agreement obligating it for a period in excess of 1 day except in the ordinary course of business.

~~Make any distributions to its shareholders~~

5. Other provisions the parties to the merger may elect to include relating to the merger

6. The articles of incorporation or other similar governing document of the surviving domestic entity is amended as follows:

## Merger Agreement

THIS MERGER AGREEMENT ("Agreement") is made on March 20, 2016 by and between Gridlift, LLC, 120 North Green Street, Suite 701, Chicago, Illinois 60607, (the "Non-surviving Entity"), and Gridlift Services, LLC of 223 South 2nd Street, Suite 2S, Milwaukee, Wisconsin 53204, (the "Surviving Entity").

On completion of the merger, Gridlift, LLC will be dissolved leaving Gridlift Services, LLC as the surviving business which will be known as Gridlift Services, LLC after the merger is complete. The surviving business will be registered in the state of Wisconsin.

### RECITALS

#### Gridlift, LLC Dissolving Entity

Gridlift, LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Illinois.

#### Gridlift Services, LLC Surviving Entity

Gridlift Services, LLC is a Limited Liability Company duly organized, validly existing, and in good standing under the laws of Wisconsin.

#### Gridlift Services, LLC Final Entity

Gridlift Services, LLC is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

### MERGER

#### Surviving Business Entity

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, Gridlift Services, LLC shall be merged with and into surviving entity under the laws of the state of Wisconsin. As a result of the Merger, the separate corporate existence of Gridlift, LLC shall cease and the entity shall continue as the surviving business entity Gridlift Services, LLC

#### Certificate of Merger

Gridlift Services, LLC shall file a certificate of merger with the <sup>DFI</sup>~~Secretary of State~~, as required by the laws of the state of Wisconsin. The certificate shall be signed and acknowledged by the required number of partners or members of all constituent entities. Certified copies of the certificate of merger shall be filed in the office of the recorder in all counties in which Gridlift Services, LLC holds real property.

#### Effective Date of Merger

The merger shall be effective on April 1<sup>st</sup>, 2016.

Fee simple ownership interest  Yes  No (for DFI use only)

ARTICLES OF MERGER

Greg Walthers  
Grid Lift

223 South 2nd Street, Suite 25  
Milwaukee, WI 53204

7

L

J

A Enter your return address within the bracket above.

Phone number during the day (312 ) 622 - 5773

**INSTRUCTIONS** (Ref. Sec. 179.77, 180.11045, 180.1105, 181.1105, and 183.1204, Wis. Stats. for document content)

Please use **BLACK** ink. Submit one original 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 sec. 179.14(1g)(c), 180.0103(16), 181.0103(23) or 183.0107(1g)(c).

<b>Mailing Address:</b> State of WI - Dept. of Financial Institutions Box 93348 Milwaukee WI 53293-0348	<b>Physical Address for Express Mail:</b> Department of Financial Institutions Division of Corporate & Consumer Services 201 W Washington Ave - Suite 300 Madison WI 53703	Phone 608-261-7577 TTY 711
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**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 company name, type of entity, and state of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in ss. 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), 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)268-1594 for questions regarding fee simple ownership interest and the filing requirements with that department.

2 Enter the company name, type of entity, and state of organization of the surviving entity.

3 Indicate whether or not the surviving entity is a Domestic or Foreign Corporation that is an indirect wholly owned subsidiary or parent. See sec. 180.11045(1)(b), Wis. Stats. for definition.

4 This Article states the manner in which the Plan of Merger was approved. If the surviving entity is a domestic or foreign nonstock corporation, complete the CONTINGENCY STATEMENT. Append or attach the Plan of Merger. A Plan of Merger template is available on pages 3 & 4. Its use is optional.

5 (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.

6 Enter the date of execution and the name and title of the person signing the document. If, for example, the surviving entity is a domestic limited liability company, the Articles of Merger would be signed by a Member or Manager of the limited liability company, if the surviving entity is a corporation, by an officer of the corporation, etc.

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.



## **TERMS AND CONDITIONS**

### **Negative Covenants**

Between the date of this Agreement and the date on which the merger becomes effective, each constituent entity will not:

- Except in the ordinary course of business and for adequate value, dispose of any of its assets.
- Enter into any contract or agreement obligating it for a period in excess of 1 day except in the ordinary course of business.
- Make any distributions to its shareholders.

## **VALUATION OF ASSETS**

### **Assets of Gridlift, LLC**

The partners or managers of Gridlift, LLC agree that:

The present value of its tangible and intangible assets, including goodwill is \$1,100,000.00;

The fair market value of its unrealized receivables is \$0.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

### **Assets of Gridlift Services, LLC**

The partners or managers of Gridlift Services, LLC agree that:

The present value of its tangible and intangible assets, including goodwill, is \$0.00;

The fair market value of its unrealized receivables is \$500.00;

The fair market value of its inventory is \$0.00; and

The estimated amount of its liabilities is \$0.00.

## **Conversion**

(a) At the effective date of the merger, each interest in Gridlift, LLC will be converted into 1 interest[s] of Gridlift Services, LLC.

## **MANAGEMENT OF SURVIVING ENTITY**

### **Management and Control**

The partners or managers of surviving entity have the sole and exclusive control of the business, subject to any limitations in the articles and operating agreement of the surviving entity.

### **Directors and Officers**

The initial Board of Directors of the Surviving Entity will consist of 1 Directors. Disappearing entity shall be entitled to nominate 0 members of the Board of Directors of the surviving entity.

## **INTERPRETATION AND ENFORCEMENT**

### **Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail, return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the address of the respective party as first indicated above or as may be updated in the future in writing by either party.

### **Counterpart Executions**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

### **Partial Invalidity**

If any term of this agreement is held by a court of competent jurisdiction to be void and unenforceable, the remainder of the contract terms shall remain in full force and effect.

### **Applicable Law**


The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of Wisconsin.

### **Approvals**

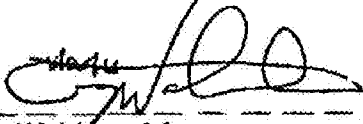
The office bearers and members of each constituent entity to this Merger Agreement have approved by the voting percentages required by the articles, operating agreement, and law the terms and conditions of this Agreement.

This Merger Agreement shall be signed by Greg Walthers, Manager, on behalf of Gridlift, LLC and by Greg Walthers, Manager on behalf of Gridlift Services, LLC.

Gridlift, LLC:

 3/20/16  
By Greg Walther, Manager

Gridlift Services, LLC:

 3/20/16  
By Greg Walther, Manager