

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7014571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN
CONVEYING PARTY DATA	
Name	Execution Date
MILLENNIAL RESEARCH CORPORATION	11/18/2008
RECEIVING PARTY DATA	
Name:	VENTURI, LLC
Street Address:	711 MONT CLAIR DRIVE
City:	NORTH SLAT LAKE
State/Country:	UTAH
Postal Code:	84054
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	10038349
Patent Number:	7719147
Patent Number:	8193669
Patent Number:	8264177
Patent Number:	8334634
Patent Number:	8853907
Patent Number:	9800111
Application Number:	12542593
Application Number:	12542412
CORRESPONDENCE DATA	
Fax Number:	(801)538-5001
<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>	
Phone:	8012593830
Email:	aaron@skvlegal.com
Correspondent Name:	AARON M KINIKINI
Address Line 1:	824 E. SOUTH TEMPLE, STE. 3
Address Line 4:	SALT LAKE CTY, UTAH 84102
NAME OF SUBMITTER:	AARON M. KINIKINI
SIGNATURE:	/s/ Aaron Kinikini

DATE SIGNED:	11/09/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 48 source=Venturi_MRC_UCC1_OK_2021#page1.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page1.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page2.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page3.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page4.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page5.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page6.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page7.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page8.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page9.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page10.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page11.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page12.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page13.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page14.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page15.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page16.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page17.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page18.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page19.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page20.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page21.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page22.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page23.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page24.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page25.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page26.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page27.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page28.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page29.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page30.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page31.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page32.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page33.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page34.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page35.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page36.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page37.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page38.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page39.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page40.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page41.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page42.tif source=Venturi LLC_Notice of Lien_final_USTPO_2021#page43.tif	

source=Venturi LLC_Notice of Lien_final_USTPO_2021#page44.tif
source=Venturi LLC_Notice of Lien_final_USTPO_2021#page45.tif
source=Venturi LLC_Notice of Lien_final_USTPO_2021#page46.tif
source=Venturi LLC_Notice of Lien_final_USTPO_2021#page47.tif



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Aaron M. Kinikini (801) 259-3830
B. E-MAIL CONTACT AT FILER (optional) aaron@skvlegal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Stewart, Kinikini & Vieira PLLC 824 E. South Temple, Ste. #3 Salt Lake City, UT 84102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any word of the Debtor's name).

OR	1a. ORGANIZATION'S NAME Millennial Research Corporation				
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	1c. MAILING ADDRESS 9259 East 55th Place, Suite A	CITY Tulsa	STATE OK	POSTAL CODE 74145-8100	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any word of the Debtor's name).

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME: (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Venturi Energy, LLC				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
	3c. MAILING ADDRESS 711 Mont Clair Drive	CITY North Salt Lake	STATE UT	POSTAL CODE 84054	COUNTRY USA

4. COLLATERAL: This FINANCING STATEMENT covers the following collateral:

Certain personal property/ intellectual property, including specifically:

U.S. Patent Nos.: 10038349; 7719147; 8193669; 8264177; 8334634; 8853907; 9800111; and

U.S. Patent Application Nos.: 12542593; 12542412; 13601543; 13632411; 13488321; 12436716; 12752548; 11460149; 13871729.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8. OPTIONAL FILER REFERENCE DATA	

NOTICE OF LIEN

Venturi LLC hereby provides notice to all subsequent lien creditors, putative *bona fide* purchasers, interested parties, and the general public that it holds a lien on the patents and patent applications identified below, and that such lien extends to all other intellectual property and/ or technology derivative or appurtenant to the identified patents and patent applications. This document is being recorded and filed with the relevant recording systems and databases to provide fair notice of Venturi LLC's liens on all the following properties:

U.S. Patent Nos.: 10038349; 7719147; 8193669; 8264177; 8334634; 8853907; 9800111; and

U.S. Patent Application Nos.: 12542593; 12542412; 13601543; 13632411; 13488321; 12436718; 12752548; 11460149; 13871729.

BASIS FOR VENTURI LLC's LIEN INTERESTS

The patents and patent applications identified above, as well as any derivative and appurtenant technological developments and advancements that may exist (collectively and hereinafter "Technology") were and are the subject matter of two (2) extant written agreements entered into by parties who possessed/ possess ownership interests in the Technology. These parties include Dynamic Energy Corporation, Inc. ("DEC"), Millennial Research Corporation ("MRC"), the post-dissolution members/ shareholders of DEC ("DEC Group"), and Venturi LLC ("Venturi"). These written agreements provide(d) as follows:

In an *Agreement and Plan of Merger* ("MRC-DEC Merger"), dated November 18, 2008 (*See Exhibit A, attached*), DEC agreed, among other things, to transfer ownership rights to the Technology to MRC in exchange for MRC's performance of certain undertakings. *Id.* at p.1-3. The MRC-DEC Merger also provided that MRC's failure to perform as promised would result in a springing lien interest, perfected in the breach, and requiring that *"the [Technology] and any of the patents and intellectual property that are direct improvements on and over the intellectual property derived from [DEC] shall be conveyed to the [DEC Group]."* *Id.* at p.3 § iv. In accordance with this provision, MRC's eventual breach of the MRC-DEC Merger resulted in the creation of a lien interest which was duly recorded by the DEC Group on July 19, 2010. (*See <https://legacy-assignments.uspto.gov/assignments/assignment-pat-24705-606.pdf>*).

In a *Purchase and Sale Agreement* ("Venturi Purchase Agreement"), dated October 1, 2018 (*See Exhibit B, attached*), the DEC Group sold and transferred to Venturi *"the [DEC Group's] present and future interest in DEC, including but not exclusive of DEC's and/ or the DEC Group's rights in the Technology"*. *Id.* at p. 1, ¶ 6. This transfer explicitly included *"DEC's interest in both the intellectual property set forth in the [MRC-DEC Merger, Exhibit A, attached], and all other derivative or appurtenant intellectual property developed as a result of the original DEC intellectual property, whether this was developed by DEC, MRC, or any third party."* *See Exhibit B*, at p. 2, ¶ 1(a). Significantly, this transfer to Venturi also explicitly included *"the lien DEC obtained through the Merger Agreement with MRC."* *Id.*

As outlined and documented above, Venturi's lien interest in the Technology described herein was purchased in perfected form from the DEC Group and is prioritized concurrently with the original DEC Group lien, recorded on July 19, 2010. (See <https://legacy-assignments.uspto.gov/assignments/assignment-pat-24705-606.pdf>). Accordingly, any party served with this *Notice of Lien* by Venturi LLC, or otherwise encountering it as a recorded document, shall be deemed to have full and fair notice of Venturi LLC's ownership rights in the intellectual property and Technology described herein.

EXHIBIT A

(“MRC-DEC Merger,” *dated* November 18, 2008)

MERGER

Agreement and Plan of Merger

This Agreement and Plan of Merger (the "Merger Agreement"), together with the attached Articles of Merger and Exhibits, is by and between Millennial Research Corporation ("Millennial Research"), a Utah corporation, and Dynamic Energy, Inc. ("Dynamic Energy"), a Missouri corporation. Millennial Research and Dynamic Energy may be collectively referred to herein as the "Parties" or individually as "Party". The Effective Date of this Merger Agreement is November 18, 2008.

WITNESSETH

WHEREAS, Millennial is a corporation duly organized and existing under the laws of the state of Utah; and,

WHEREAS, Dynamic Energy is a corporation duly organized and existing under the laws of the state of Missouri; and,

WHEREAS, the respective Boards of Directors of the Parties have determined that it is advisable and to the advantage of the Parties that Dynamic Energy merge into Millennial Research (the "Surviving Corporation") in a tax free reorganization upon the terms and conditions herein provided; and,

WHEREAS, the respective Boards of Directors of the Parties have approved this Merger Agreement and the Boards of Directors of the Parties have obtained written consent from their respective shareholders, if required by state law; and

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Parties hereby agree to merge as follows:

AGREEMENT

- I. Description of Assets of Dynamic Energy to be Included in the Merger. The included assets include the U.S. patent application entitled Electric Motor, dated July 10, 2006, and numbered 018134/0125 and the foreign patent application of the same name dated July 10, 2007, and numbered PCT/US2007/073165 and all related designs, formulas, processes, parts lists or bills of materials, vendor lists, and related materials ("Dynamic Energy Assets"). Dynamic Energy hereby assigns, transfers, and conveys the Dynamic Energy Assets to Millennial Research (the "Assignment").
- II. Description of Liabilities of Dynamic Energy to be Included in the Merger. Other than a related party loan of \$45,000 due to Mr. Robert Palmer, Jr., Dynamic Energy has no liabilities. At the time of the merger, Millennial Research will enter this liability as a note

Merger Agreement

Initials: Millennial Research

Dynamic Energy

Page | 1

PATENT

REEL: 058832 FRAME: 0136

due on that company's balance sheet. This amount will be due within one year from the Effective Date of this Agreement.

III. Stock in Millennial Research. In exchange for the Assignment, Millennial Research agrees to issue stock in Millennial Research according to the following schedule:

A. Dynamic Energy Stock. Schedule¹ of stock to be issued in Millennial Research

Shareholder	Common Shares	Preferred B Shares	Percentage
Bob Palmer	1,340,696	5,907,190	23.6%
Bob Palmer, Sr.	665,217	2,930,987	11.7%
Chuck Palmer	554,348	2,442,492	9.8%
Cody Unger	10,000	44,061	0.2%
Dean Matthew	20,000	88,121	0.4%
Return G. Hill	60,000	264,364	1.1%
Denis Palmer	1,340,696	5,907,190	23.6%
Doug Palmer	554,348	2,442,492	9.8%
Kevin Potter	20,000	88,121	0.4%
Lynn Staker	554,348	2,442,492	9.8%
Stan Palmer	554,348	2,442,492	9.8%
Total	5,674,001	25,000,002	100.0%

These amounts of stock include 232,000 Common Shares each for unpaid services rendered by Denis Palmer and Robert Palmer, Jr.

B. Common Shares. The Common Shares shall have voting rights and no par value. Millennial represents that the Common Shares have no special or other rights or privileges other than those dictated by applicable state or federal law.

C. Preferred Series B Convertible Shares. The Preferred Series B Convertible Shares shall not have voting rights. Other than the below enumerated terms, Millennial represents that the Preferred Series B Shares have no special or other rights or privileges other than those dictated by applicable state or federal law. The Preferred Series B Convertible Shares shall have only the following terms:

i. Conversion to Common. The Preferred Series B Convertible Shares shall automatically convert to Common Shares on a one-for-one basis at the time

¹ The numbers of shares are precise; however, the percentages are approximate and subject to ongoing change. It is anticipated that the percentages will not be subject to significant change in the near term through the private offering of Millennial Research and that Millennial Research will raise most or all of the capital in the private offering through the sale of preferred shares. Millennial Research intends to limit the issuance of common shares in the near term (near term referencing the time prior to Millennial Research's intended public offering) to possible merger and acquisition activities or to public offering preparation or offering cost-related activities. Millennial anticipates limiting the issuance of common shares in the near term to value-building activities.

of sale of Millennial Research to a third party or in the event of dissolution or liquidation of substantially all of the assets of Millennial Research. The holders of the Preferred Series B Convertible Shares shall have the option to convert to Common Shares on a one-for-one basis at any time. In the event of a public offering, the holders of any Common Stock derived from this conversion option shall be required to hold the stock for a minimum of 9 months, in parallel with any applicable Rule 144 restrictions and any Trustee-approved market-maker restrictions.

- ii. Minimum Sale Price. The Preferred Series B Convertible Shares shall have a Minimum Sale Price and Lien 1 (defined below) of \$0.40 per share. The Minimum Sale Price and Lien 1 shall not apply if the holders of the Preferred Series B Convertible Shares elect to convert to Common Shares as described in i) above.
- iii. Lien 1: Lien and Security Interest on Dynamic Energy Assets for Minimum Sale Price. The shareholders of Dynamic Energy shall collectively have a lien on the Dynamic Energy Assets and any other patents and intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets for the amount of the Minimum Sale Price until such a time as the Minimum Sale Price is realized by the shareholders of Dynamic Energy ("Lien 1"). The individual shareholders of Dynamic Energy shall have interest in the lien in proportion to their Common Stock shares proportion of the total (as then retained and not yet sold) Common Stock shares issued to the shareholders of Dynamic Energy.
- iv. Lien 2: Lien and Security Interest on Dynamic Energy Assets for Liquidation Preference. In the events described in this paragraph, the Dynamic Energy Assets and any other patents and intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets shall be conveyed to the shareholders of Dynamic Energy as dictated by the Trustee for Dynamic Energy Liens (see below: Trustee for Liens). In the event of dissolution or liquidation of substantially all of the assets in a fire sale setting of Millennial Research (such that the Minimum Sale Price would not be achieved), Lien 2 shall apply and be satisfied through the conveyance of the Dynamic Energy Assets to the Dynamic Energy shareholders with interest in the lien in proportion to their Common Stock shares proportion of the total (as then retained and not yet sold) Common Stock shares issued to the shareholders of Dynamic Energy.
- v. Additional Terms and Lien Attachments to License Agreements Derived from Dynamic Energy Assets and Derived Improvements. In the event of the failure of Millennial Research to achieve the Minimum Sale Price in Lien 1 or in the event of a liquidation event as described in Lien 2, the above Lien 1

Merger Agreement

Initials: Millennial Research

Dynamic Energy

Page | 3

and/or Lien 2 as applicable shall include an attachment to future revenues derived from license agreements or similar as based on Dynamic Energy Assets and any other patents and intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets. Liens 1 and 2 shall have a maturity date of 30 years in favor of Dynamic Energy from the Effective Date of this Agreement. The Minimum Sale Price and lien rights do not apply if the holders of the Preferred Series B Convertible Shares elect to convert these shares to Common Shares.

- vi. Trustee for Liens: In the event that the shareholders of Dynamic Energy elect to exercise any lien rights created herein, Mr. Robert Palmer, Jr. ("Trustee for Dynamic Energy Liens") shall act as trustee for the shareholders of Dynamic Energy regarding the lien rights and lien disposition. The Trustee shall also represent any other named parties from any patents or other intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets.

D. Preferred Series C Convertible Shares. In addition to the above, Millennial Research will issue a total of \$500,000 face value of Preferred Series C Shares to the shareholders of Dynamic Energy in the same proportion as the above enumerated Common Shares. The face value of each share shall be \$1 per share with no dividend, voting, or liquidation preference rights. Other than the below enumerated terms, Millennial represents that the Preferred Series C Shares have no special or other rights or privileges other than those dictated by applicable state or federal law. The Preferred Series C Shares shall have only the following additional terms:

- i. Put Conversion for Face Value Redemption. At the time that the Company has raised an aggregate of \$10 million from its intended public offering (or private offering or aggregate private and public offerings), the holder of the Preferred Series C Shares shall be entitled at the holder's sole right and option, to demand that Millennial Research purchase part or all of the shares of the Preferred Series C Shares. Any shares which the holder does not elect to demand purchase from Millennial Research shall be immediately subject to an automatic conversion to Common Shares at the terms described in (iii) below.
- ii. Exercise of Redemption. To exercise the above Put Conversion Provision described in (i), the holder of the certificate shall send written notice of the put election and demand to Millennial Research to purchase the shares tendered by the put, and payment for those shares tendered shall be made by the Company, in cash, within ten business days from Millennial Research's receipt of written election and demand. Upon receipt of the proper amount

Merger Agreement

Initials: Millennial Research

Dynamic Energy

Page | 4

PATENT

REEL: 058832 FRAME: 0139

of payment from Millennial Research, the holder shall immediately deliver to Millennial Research the original certificate(s).

- iii. Option to Convert to Common Shares. At any time after a public offering of the Company's stock, the holders of the Series C Convertible Preferred Stock shall have the option to convert to Common Stock at the conversion rate of the face value of the Series C Convertible Preferred Stock (\$1 per share) to 25% above the then current value of the Common Stock as determined by a 30 days prior moving average². Conversion to Common Shares as exercised under this option in (iii) terminates the put conversion option described in (i) above.

IV. Names on Patents. The shareholders of the Dynamic Energy will be given name recognition on new patent applications for any patents for which Dynamic Energy shareholders are responsible for either new claims or new embodiments as name recognition is required by law and as Dynamic Energy shareholders are able to document creative ownership of the new claims or new embodiments. In situations where name recognition is legally required, Dynamic Energy may appoint a representative to Millennial Research to review the new patent applications. The Dynamic Energy representative will receive \$25 per hour compensation for the patent application review services.

V. Representations and Warranties of Dynamic Energy. The execution of this Agreement by the undersigned represents an action fully authorized by the stock holders of Dynamic Energy and is fully binding upon Dynamic Energy and Dynamic Energy shareholders.

VI. Representations and Warranties of Millennial Research.

- A. The execution of this Agreement by the undersigned represents an action fully authorized by the board of directors of Millennial Research and is fully binding upon Millennial Research.
- B. Stock Authorized at time of this Agreement. At the time of execution of this Agreement, there are 500 million Common Shares authorized and 30 million Preferred Shares authorized (of one or more classes).
- C. Millennial Research represents that it is seeking the Merger Agreement for the purpose of preparing Millennial Research for a near-term public offering as a primary exit strategy. Millennial Research intends to take the Company public or be sold to a third party within one year (much sooner as resources allow and as required filings and audits can be completed). As a secondary exit strategy,

² For example, assume the 30 day moving average of the Common Stock price is \$2. Therefore \$100 worth of face value Series C Convertible Shares converts to \$125 Common Shares, or 62.5 shares, rounded to 63 shares.

Merger Agreement

Initials: Millennial Research MA Dynamic Energy DE

Page | 5

Millennial Research represents that it will seek large private investment for the purpose of increasing value for the shareholders.

- D. As of the date of this Agreement, current shareholdings are as follows³, assuming conversion of the Preferred Series B Convertible Shares and future issuances of reserved common shares:

Common Converted Shareholder	Shares	Percentage
Bob Palmer	7,247,886	4.8%
Bob Palmer, Sr.	3,596,204	2.4%
Chuck Palmer	2,996,840	2.0%
Cody Unger	54,061	0.0%
Dean Matthews	108,121	0.1%
Doug Palmer	2,996,840	2.0%
Return G. Hill	324,364	0.3%
Kevin Potter	108,121	0.1%
Lynn Staker	2,996,840	2.0%
Stan Palmer	2,996,840	2.0%
Treasury	49,838,995	

- E. Millennial Research makes no warranties or representations regarding any ability to offer unrestricted stock in contradiction to applicable securities regulations.
- F. The shares issued to date, including those held in Treasury or those issued to the shareholders of Dynamic Energy have been or are issued to obtain technology, to reward cash or cash equivalent investors, and/or to reward individuals or entities responsible for increasing the value of Millennial Research. It is the strict intent of Millennial Research to continue this policy in the future.

VII. Tax Reorganization. Each party to this Agreement hereby intends and agrees to take all reasonable actions to cause the Merger to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986 and that the Parties will not take any actions which would be adverse to such tax-free treatment of the reorganization. The Parties will immediately notify each of the other of any circumstance or condition of which it is or becomes aware of which might cause the Merger to fail to so qualify. The Parties represent that they have not taken any action that would cause the Merger to fail to so qualify as reorganization within the meaning of Utah Code, and are not aware of any circumstances, which would cause the Merger to fail to so qualify. At the time of execution of this Agreement, Dynamic Energy is in the process of reinstating its corporate

³ Percentages are approximate. Numbers of shares are precise and govern the intent of the Agreement, i.e. no dilution protection is implied.

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 6

charter. Dynamic Energy agrees to file the Articles of Merger at such a time as that reinstatement is complete and notify Millennial Research of this action.

VIII. Termination

A. Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

- i. at any time, by the mutual agreement of the Parties;
- ii. by either Party, if the other Party is in material breach or default of its respective covenants, agreements or other obligations hereunder or if any of its representations and warranties herein are not true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate.

B. Effect of Termination. If this Agreement shall be terminated, all obligations of the parties hereunder shall terminate. In such event, Dynamic Energy shall return any and all Millennial Research Common Stock and Preferred Stock received hereunder and both parties shall file the necessary documents in the states of Utah and Missouri respectively.

IX. Disputes. Disputes between the Parties shall be decided by arbitration by a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within 30 days of any written notice of dispute from either Party to the other Party, either Party may appeal to the courts.

X. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Utah.

XI. Counterparts. In order to facilitate the filing and recording of this Merger Agreement the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

XII. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned by either party hereto without the prior written consent of the other, but no such assignment of this Agreement or any of the rights or obligations hereunder shall relieve either Party of its obligations under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Merger Agreement

Initials: Millennial Research MR Dynamic Energy DE

Page | 7

- XIII. Headings. The headings of the Articles, Sections and paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.
- XIV. Modification and Waiver. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the party which is entitled to the benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- XV. Expenses. Except as otherwise provided herein, each Party shall pay all costs and expenses incurred by them or it or on their or its behalf in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, fees and expenses of their respective financial consultants, accountants and counsel.
- XVI. Severability. If any provision of this Agreement is held to be void, illegal or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such void, illegal or unenforceable provision never comprised a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected in any way by the void, illegal or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such severed provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such severed provision as may be possible and be valid, legal and enforceable
- XVII. Warranties and Representations Relating to the Stock. In connection with the stock, the named shareholders of Dynamic Energy warrant and represent the following:
- A. The undersigned was offered the Common Stock as a private sale for investment. The offer to sell the Common Stock was directly communicated to the undersigned on and in such a manner that the undersigned was able to ask questions and receive satisfactory answers concerning the terms and conditions of this issuance. At no time was the undersigned presented with or solicited by any promotional meeting, newspaper, magazine, radio or television advertisement or any other form of general advertising or solicitation;
- B. ~~By virtue of the position or relationship of the undersigned with the Corporation, the undersigned had access to the same kind of information that would be available in a~~

registration statement filed under the Securities Act of 1933. Such information by way of example, but not limitation includes:

- i. Financial and business condition of the Corporation;
- ii. Officers, directors and promoters of the Corporation;
- iii. Use of proceeds from sale of the Stock;
- iv. Business history of the Corporation;
- v. Risk factors associated with the investment in the Stock;
- vi. Any legal proceedings;
- vii. Security ownership of the securities of the Corporation;
- viii. Description of the Stock, and understanding of the bylaws and other corporate agreements; and
- ix. Market information regarding the securities of the Corporation.

See Exhibits for compliance with the required disclosures for this section.

- C. The undersigned conducted its own due diligence on the Corporation;
- D. The undersigned is a sophisticated investor as defined under the Securities Act of 1933, as amended;
- E. The offering price of the Common Stock was arbitrarily determined by the Corporation;
- F. The Corporation has not made any representations regarding possible value appreciation in the Common Stock;
- G. The Common Stock is not being issued for services performed by the undersigned;
- H. The Common Stock is being acquired by the undersigned for investment with its own funds or property from its own accounts as "Restricted Securities" as that term is defined in Rule 144 of the Rules and Regulations adopted by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and not with a view to the distribution thereof by public sale or other disposition. The undersigned does not intend to subdivide its acquisition with anyone;
- I. The undersigned understands that the Common Stock being acquired hereunder has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state;
- J. The undersigned understands that it must bear the economic risk of the investment for an indefinite period of time because the Common Stock has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and therefore, cannot be sold unless it is subsequently registered under the Act and any applicable state securities laws, or unless exemption from such registrations are available;
- K. The undersigned understands that the Corporation will restrict the transfer of the Common Stock in accordance with the foregoing representations;

- L. The undersigned agrees that all certificates representing Common Stock will contain the following legend or a substantial equivalent:

"The securities represented by this Certificate have not been registered under the Securities Act of 1933 (the "Act") and are "Restricted Securities" as that term is defined in Rule 144 under the Act. The Common Stock may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act, the availability of which is to be established to the satisfaction of the Corporation."

- M. The undersigned agrees that a stop transfer order prohibiting the transfer of the Common Stock will be placed by the Corporation with its transfer agent, when and if the Common Stock is issued;
- N. The undersigned acknowledges and hereby agrees that the Corporation is under no obligation to register or qualify the Common Stock under the Securities Act of 1933, as amended, and the rules and regulations adopted there under;
- O. The undersigned understands and hereby agrees that the Corporation will comply with all valid, applicable Federal and State securities regulations that may require among other things that the undersigned escrow the Common Stock;
- P. The undersigned represents and warrants that in connection with the acquisition of the Common Stock, the undersigned has had made available or accessible to (it) (his) (her), by the Corporation and its officers and directors, all information which it has deemed material to making an informed investment decision to acquire the Common Stock prior to (its) (his) (her) subscription in the Common Stock;
- Q. The undersigned represents and warrants that it has not acted as a Purchaser Representative for any person in connection with this purchase of Common Stock by the undersigned;

Addresses for Official Notices

Millennial Research Corporation
816 N. Main Street
Brigham City, UT 84302

Dynamic Energy, Inc.
1500 Martins Branch Road
Fordland, MO 65652

(The rest of this page is left blank intentionally.)

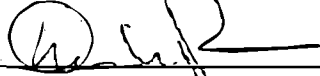
Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 10

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Boards of Directors the Parties, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

Millennial Research:



Mr. Denis Palmer, President

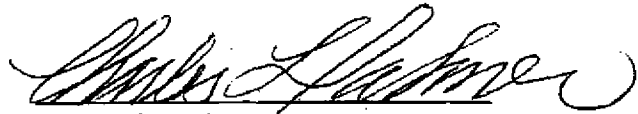


Mrs. Libiann Palmer, Secretary

Dynamic Energy:



Mr. Robert Palmer, Jr., CEO



Mr. Charles Palmer, Director

EXHIBIT B

(“Venturi Purchase Agreement,” *dated* October 1, 2018)

PURCHASE AND SALE AGREEMENT

This SALE AND PURCHASE AGREEMENT (the "Agreement") is made by and between Robert Palmer, Jr., (representing the former owners and/or members of Dynamic Energy Corporation ("DEC") who were owners and/or members thereof as of the date DEC entered into a merger agreement with Millennial Research Company ("MRC") (the group of former owners/member shall hereafter be referred to as the ("DEC Group")), located at P.O. Box 321, 1700 Martins Branch Road, Fordland, Missouri 65652 (collectively referred to as the "Seller"), and Venturi LLC, a Utah limited liability company located at 711 Mont Clair Drive, North Salt Lake City, Utah, 84054 (the "Buyer"). The Seller and the Buyer are also referred to herein individually as a "Party" and collectively as the "Parties." This Agreement supersedes that Stock Sale and Purchase Agreement entered into by the parties on July 17, 2017.

RECITALS:

WHEREAS, DEC is an administratively dissolved corporation which was filed in the State of Missouri, and

WHEREAS, DEC or its previous members and/or owners previously possessed technology and /or intellectual property (the "Technology") transferred to Millennial Research Corporation ("MRC") as a result of a Merger Agreement with effective date of November 18, 2008, a copy of which is attached hereto as Exhibit D, and DEC or its previous members, pursuant to that same Merger Agreement possess a lien on the owned Technology; and

WHEREAS, both Seller and Buyer share an interest in protecting the Technology; and

WHEREAS, the Seller claims an interest in a Marine License Agreement, a copy of which is attached hereto as Exhibit A, which Agreement the Seller has agreed to sell and the Buyer has agreed to buy; and

WHEREAS, for purposes of protecting the Technology and transferring the Technology to Buyer for furtherance of the Technology, the Seller has agreed to sell and the Buyer has agreed to buy the Seller's present and future interest in DEC, including but not exclusive of DEC's and/or the DEC Group's rights in the Technology, and the Parties desire to set forth the terms and conditions governing the purchase and sale thereof; and

WHEREAS, Robert Palmer, Jr. represents the interests of the DEC Group, members of which are listed on Exhibit B of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the Parties hereby agree as follows:

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 1**

1. Agreement to Purchase DEC.

a. Interest in DEC. In consideration of, and in express reliance upon, the representations and warranties of the Seller and the Buyer in this Agreement, the Seller hereby agrees to transfer and convey upon execution of this Agreement and receipt by Seller from Buyer of the "Initial Payment", as described in Paragraph 1(d) below, all present and/or future interest in DEC, including but not exclusive of all technology and/or intellectual property rights, whether such ownership interest was owned at the time that Dynamic Energy Corporation was an actively operating entity or if the ownership interest was gained by any other means, including by inheritance or other operation of law or equity. This specifically includes, but is not exclusive of, the lien DEC obtained through the Merger Agreement with MRC with effective date of November 18, 2008, regarding intellectual property and/or technology transferred to MRC pursuant to the Merger Agreement. The total purchase price for the foregoing interests and/or assets shall be Thirteen Million Six Hundred Ninety Three Thousand Seven Hundred Forty Seven Dollars and Sixty Cents (\$13,693,747.60 USD) (the "Total Purchase Price"). The interest in DEC acquired by Buyer pursuant to this Agreement shall include DEC's interest in both the intellectual property set forth in the above-mentioned Merger Agreement, and all other derivative or appurtenant intellectual property developed as a result of the original DEC intellectual property, whether this was developed by DEC, MRC, or any third party, in accordance with the above-mentioned Merger Agreement.

b. Marine License Agreement. In consideration of, and in express reliance upon, the representations and warranties of the Seller and Buyer in this Agreement, the Seller hereby agrees to transfer and convey to Buyer all interest, rights and responsibilities that it possesses in the "Marine License Agreement", evidenced by the document attached hereto as Exhibit A, and Buyer hereby agrees to pay the purchase price of Five Hundred Thousand and no/100 dollars (\$500,000.00) (the "License Payment") for those interests, rights and responsibilities. Transfer and conveyance shall occur after payment of the Initial Payment. The \$500,000.00 payment for this Marine License Agreement is included in the Total Purchase Price, as set forth in Paragraph 1(a) above.

c. Shares in MRC. Included in the Total Purchase Price, Seller also agrees to transfer to Buyer the combined Eight Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Four (8,333,334) shares of Preferred B Stock, One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven (166,667) shares of Preferred C stock, and Four Million Eight Hundred Ninety-Seven Thousand Seven Hundred Thirty-Two (4,897,732) shares of common stock owned by the individual members of the DEC Group. The transfer of these shares of stock shall be made to a separate entity designated by Buyer. Transfer of

Buyer's MRC shares shall not be made until complete payment of the Total Purchase Price has been made. The number of shares in MRC are stipulated between the Parties, due to the understanding of both Parties that the ledgers of MRC are likely incorrect.

- d. Payments. Buyer shall pay to Seller an initial payment in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00 USD) (the "Initial Payment"). In the event these funds are not paid to DEC by January 31, 2019, this agreement may be extended upon mutual consent. After the Initial Payment has been made, Buyer shall make partial payments to Seller until the total purchase price is paid in full over eighteen-months with acceptable extensions beyond eighteen-months if agreed by both parties. The payments shall be made according to the following schedule: (1) A second payment shall be made by or before July 31, 2019; (2) A third payment shall be made by or before January 31, 2020; and (3) the balance of the Total Purchase Price shall be made by or before July 31, 2020.
- e. Seller shall be secured in the payment of the Total Purchase Price by the filing of a UCC-1 security statement, attached hereto as Exhibit C and incorporated by reference herein. In the event Buyer has failed to make any partial payments or the final payment set forth in Paragraph 1(d)(i) above and there have been no extensions issued by mutual consent, Seller will notify Buyer of its desire to exercise its UCC-1 security interest within sixty (60) days and offer Buyer the time to cure, which cure time shall be ninety (90) days. If Buyer has not made all payments, but has paid no less than Sixty Percent (60%) of the total purchase price at the end of the ninety (90) day time to cure, DEC shall extend for Venturi an additional twelve (12) months one time to complete all payments in full. Upon Venturi's payment of the Total Purchase Price, DEC shall surrender to Venturi DEC's security interest (UCC-1 Security Agreement) and the agreement discussed in Paragraph 2(b) below, shall be released to Buyer.

2. Default by Buyer.

- a. Event of Default. In the event each of the partial payments and/or the Total Purchase Price is not paid in full within the times specified in this Agreement, or pursuant to any extensions thereto agreed to by both parties in writing, Buyer, upon demand by Seller, shall transfer and convey back to Seller the assets transferred pursuant to Paragraph 1(a-c) above including: (1) all present and/or future interest in DEC, including but not exclusive of all technology and/or intellectual property rights, whether such ownership interest was owned at the time that Dynamic Energy Corporation was an actively operating entity or if the ownership interest was gained by any other means, including by inheritance or other operation of law or equity; (2) the lien DEC obtained through the Merger

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 3**

Agreement with MRC with effective date of November 18, 2008, regarding intellectual property and/or technology transferred to MRC pursuant to the Merger Agreement; and (3) the common and preferred shares of MRC obtained by DEC's members pursuant to the Merger Agreement referenced above. The return transfer of the assets, as set forth in this Paragraph, shall be conducted as set forth in Paragraph 2(b) below.

b. Transfer Back in Event of Default. Either before or concurrently with the transfer of the interest in DEC to Buyer, as set forth in this Agreement, Buyer and Seller shall execute an agreement whereby ownership of DEC and the lien mentioned above shall be transferred back to the DEC Group (the "Transfer Agreement"), attached hereto as "Exhibit E". This Transfer Agreement shall become effective and valid only upon the end of the ninety (90) day cure period, as set forth in Paragraph 2(a) above, in the event Buyer has not paid at least sixty percent (60%) of the Total Purchase Price by the end of such time. In the event Buyer has paid at least sixty percent (60%) of the Total Purchase Price by the end of the ninety (90) day cure period, as set forth in Paragraph 2(a) above, the agreement to transfer back assets to DEC, as set forth in this Paragraph 2(b), shall only be enforceable upon the end of the additional twelve (12) month extension period granted pursuant to Paragraph 1(d)(2) above. The Transfer Agreement shall contain a provision allowing it to be filed with the United States Patent and Trademark Office (the "USPTO") at the time specified in this Paragraph and accompanied only by a legal affidavit signed by Buyer's trustee testifying to the fact of Seller's default and the running of the cure period as stated in this Agreement. The Transfer Agreement shall also contain a provision whereby Seller specifically disclaims the ability to appeal the USPTO's transfer of the technology back to Buyer as long as the default and cure period had actually run, as specified in this Agreement. Upon Buyer's Payment in full of the Total Purchase Price, Seller shall sign a statement acknowledging Buyer's full payment of the Total Purchase Price. Until such time that Buyer has paid the Total Purchase Price, Seller shall maintain possession of the original Transfer Agreement, and shall surrender the Transfer Agreement to Buyer upon Buyer's payment to Seller of the Total Purchase Price.

c. Buyer shall not assign, sell, or encumber the DEC technology, assets and rights, upon transfer to Buyer, or take any other action, which would inhibit immediate return of assets to DEC in the event of Buyer default, until the total purchase price has been paid by Buyer to Seller.

3. Indemnification by Buyer. Buyer agrees to indemnify and hold harmless Seller and its members, officers, directors, and employees from any and all claims, demands, actions, causes of action, suits, damages, liabilities and costs and expenses, including attorneys fees, relating to or arising out of the execution

and/or performance of duties contained in this Agreement. The aforementioned indemnification shall include any claims, demands, actions, causes of actions, suits, damages, liabilities and costs and expenses, including attorneys fees that arose as a result of Seller's transfer of the assets being transferred by this Agreement pursuant to Paragraph 1(a-c) of this Agreement, or the transfer of any portion of those assets, regardless of whether the cause of action arose from, or in connection with, any present or past interest a claimant may have or claim from any source. In summary, Buyer shall indemnify Seller from any claim, as discussed above, that is brought for any reason as a result of Seller entering into this Agreement and/or transferring any of the assets, in whole or in part, that are the subject of this Agreement. In addition, Buyer shall indemnify Seller regarding any claim brought regarding transactions Seller may have entered into with MRC, Millennial Motors, and/or any other business entities that may be known or unknown to Seller. However, Seller is under a duty to inform Buyer at the time of executing this Agreement of any transactions Seller has entered into at any time that are known to Seller. The indemnification discussed in this Paragraph 3 shall additionally apply to any actions brought by any third party in the future that cause the DEC Group to be named in that action regarding entering into this Agreement and/or transferring the assets named in this Agreement, including actions taken after execution of this Agreement in furtherance of performance of this Agreement. This indemnification shall apply in all circumstances regardless of a finding or belief by Buyer or any other person or entity regarding Seller's fault or causation. The indemnification set forth in this Paragraph 3 shall take effect only upon Seller's transfer to Buyer of any intellectual property lien rights and/or any portion of, or all of the assets that are the subject of this Agreement.

4. Defense of Technology. In the event a lawsuit or other potential threat to the technology arises, Buyer shall defend the Technology at Buyer's cost.
5. Representations and Warranties of Seller. The Seller represents and warrants to the Buyer as follows:
 - (a) The Seller is unaware of any third party having a claim to ownership of DEC's present or future interest of any kind, with the exception of MRC.
 - (b) Robert Palmer has the authority to enter into this transaction on behalf of the DEC Group.
6. Representations and Warranties of Buyer. The Buyer represents and warrants to the Seller that Buyer is a limited liability company and has been authorized by its members to undertake this transaction.
7. Confidentiality.
 - a. General Confidentiality. The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone without written authorization from both Parties to this Agreement,

except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement. For clarification, and specifically as a result of the potential lawsuit internally within MRC, the terms and conditions of this Agreement are specifically to be strictly withheld from MRC, its officers, board members, and/or shareholders.

- b. Denis Palmer. Denis Palmer is a member of the DEC Group, Venturi, and is the President and a Director on the Board of MRC. As such, he has multiple conflicts of interest and any information he receives regarding this transaction would also be a disclosure of such information to MRC. Due to the above-mentioned conflicts of interest, any and all information regarding this transaction shall be withheld from Denis Palmer by both Buyer and Seller.

8. Denis Palmer Conflict. Both Buyer and Seller are aware of Denis Palmer's multiple conflicts of interest related to this transaction and Agreement. Specifically the following are some, but not necessarily all of the conflicts of interest related to Denis Palmer:

- a. Denis Palmer is a Palmer family member, was an original Stockholder and Director on the board of DEC, and is a member of the DEC Group related to this transaction.
- b. Denis Palmer was Owner of Millennial Motors in Utah, and obtained a limited license from DEC for motor technology, relating to conversion of existing automobiles to electric motor power.
- c. Denis Palmer was an Officer and Director of Millennial Research Corporation of Utah, (MRCU) when a merger Agreement was completed by and between DEC and MRCU, and may have been negotiating against the best interests of DEC, and in favor of MRCU in that transaction.
- d. Denis Palmer was an officer and director of Millennial Research Corporation of Utah and simultaneously he was an officer and director of Millennial Research Corporation of Oklahoma (MRC), when MRCU was merged with MRC.
- e. Denis Palmer remains a part of DEC, an Officer and Director of MRC, and now has an ownership position with Seller, which has been disclosed by Seller to Buyer, but with no details disclosed by either Denis Palmer or by Seller, of those Denis Palmer ownership agreements.

Because of the above-stated conflicts of interest, including the ownership position of Denis Palmer with Venturi, it is agreed between the parties that DEC is not responsible to Venturi, for Denis Palmer's actions or inactions, related to any obligations of DEC in this Agreement, or any other action that Denis Palmer may take that effects this Agreement. All other members constituting DEC, shall be fully responsible per the Agreement terms.

9. Miscellaneous.

(a) Entire Agreement. This Agreement contains all of the promises, agreements, conditions, terms, understandings, warranties and representations of the Parties with respect to the transactions and business relationships contemplated thereby and herein, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to its subject matter.

(b) Governing Law. This Agreement and all amendments, modifications, authorizations or supplements to this Agreement and the rights, duties, obligations and liabilities of the Parties under such document will be determined in accordance with the applicable provisions of the laws of the State of Utah, without reference to its doctrines or conflicts of laws.

(c) Dispute Resolution. All disputes arising out of or in connection with the present Agreement shall be finally settled in the District Courts of the State of Utah. The prevailing party in all actions taken under this Paragraph shall be entitled to payment by the losing party of all costs of having brought and persecuted the matter including, but not exclusive of, attorney fees, arbitration costs, expenses, etc.

(d) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their personal and legal representatives, guardians, successors and assigns.

(e) Assignment. Neither Party may assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written approval of the other Party.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on October 1, 2018.

VENTURI LLC



Brian D. Knox, Chief Legal Officer

DEC GROUP



Robert Palmer, Jr., having power of attorney for the DEC Group

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 7**

EXHIBIT A

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 8**

**PATENT
REEL: 058832 FRAME: 0155**

License Agreement

This License Agreement ("Agreement") is by and between Millennial Research Corporation ("Licensor"), a Utah corporation, and _____, Inc. ("Licensee"), a Missouri corporation. Licensor and Licensee may be collectively referred to herein as the "Parties" or individually as "Party". The Effective Date of this Agreement is _____, 2008.

Recitals

Whereas, Licensor and Licensee desire to enter into a license agreement arrangement;

Therefore, the Parties hereby agree as follows:

Agreement

- I. Licensed Intellectual Property. The Licensed Intellectual Property shall include:
 - A. The US and foreign Patents Pending:
 - a. Electric Motor, numbered _____
 - b. Electric Motor, numbered _____
 - c. Regenerative Motor and Coil Apparatus, Numbered _____
 - B. Proprietary information, designs, bills of materials, and similar which is directly related to or which is derived from the patents pending listed above.
- II. License Terms and Limitations. The Licensor grants to the Licensee a license based on the following terms and limitations:
 - A. Limitations. The license is limited to general marine (marine boating, shipping, transportation, or similar) applications, not including Jet Ski or similar applications or marine power generation applications.
 - B. Royalty. The Licensor shall be entitled to a 4% royalty on all revenues of motors, motor controllers, parts, and any other revenues arising from the use of the licensed intellectual property.
 - C. Minimum Royalties. This Agreement does not have a minimum royalty provision.
 - D. Royalty Payment Terms. Royalties owed under this Agreement shall be due and payable within two calendar months from the date in which product revenues are received by the Licensor. Revenues derived from payment terms extended to Licensor customers shall be due when 25% of the revenues due under the customer payment terms have been collected.

License Agreement

Initials: Millennial Research MR Dynamic Energy DE

Purchase and Sale Agreement -
Venturi LLC / DEC Group 9

PATENT
REEL: 058832 FRAME: 0156

E. Sublicense Rights. The Licensee shall be entitled to execute sublicense agreements with third parties based on written approval of the License Agreement from the Licensor. The sublicense agreements must not cause any term of this Agreement to be unenforceable and must include a provision for Licensor repurchase of the sublicense. Sublicense agreements must include a minimum up front license fee to the Licensor of \$2 million.

F. Engineering Services. The Licensor shall provide motor related engineering design, testing, and similar services, not to include application specific testing at the discretion of the Licensor, at a rate not to exceed of \$100 per engineering man hour plus a maximum of cost plus ten percent markup for prototyping and testing services.

G. Access to Proprietary Information. The license agreement shall entitle the licensee to all essential information to manufacturing and market the licensed products or technology.

III. Right to Re-Purchase License. In the event of an acquisition of the Millennial Research by a third party, the acquirer may acquire the marine license, depending on the developmental state of the marine license company, as enumerated herein:

A. Less Than \$500,000 Investment. If the company with the marine license is not yet in production and has raised less than \$500,000 in investment capital specifically for the development for the marine license, then the third party Millennial Research may acquire the license for \$500,000.

B. Maximum Amounts. If the company with the marine license is in a product or market development period and more than \$500,000 in investment capital has been raised, then the license may be purchased for the amount of the invested capital plus 30% up to a \$5 million cap or for the amount of the invested capital plus 10% up to a \$10 million cap. The cap may be increased with written permission from the Millennial Research.

C. In Production Amount. If the company with the marine license is in production, then the license may be purchased at fair market value as determined by a disinterested certified valuator. 'In Production' in this case shall be determined by either revenues or valid, verifiable contracts over \$1M per year.

D. Repurchase of Sublicensees. Approved sublicensees are subject to the same repurchase terms as the License Agreement.

IV. Representations and Warranties of Dynamic Energy.

License Agreement

Initials: Millennial Research  Dynamic Energy 

A. The execution of this Agreement by the undersigned represents an action fully authorized by the stock holders of the Licensee and is fully binding upon Licensee.

License Agreement
Initials: Millennial Research  Dynamic Energy 

V. Representations and Warranties of Millennium Research.

- A. The execution of this Agreement by the undersigned represents an action fully authorized by the board of directors of the Licensor and is fully binding upon the Licensor.

VI. Disputes

- A. Disputes between the Parties shall be decided by arbitration by a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within 30 days of any written notice of dispute from either Party to the other Party, either Party may appeal to the courts. The Agreement will be governed by the laws and courts of the State of Utah.

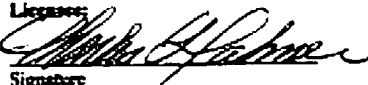
Addresses for Official Notices

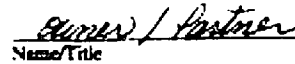
Licensor
Millennium Research Corporation
816 N. Main Street
Brigham City, UT 84302

Licensee
1500 Martins Branch Road
Fordland, MO 65652

Licensor:

Mr. Denis Palmer
President of Millennium Research Corporation

Licenses:

Signature


Name/Title



License Agreement
Initials: Millennium Research  Dynamic Energy 

EXHIBIT B
Owners/Shareholders of DEC

Denis Palmer
Robert Palmer
Joanne Carr
Karen Adams
Tammy Potter
Charles Palmer
Stan Palmer
Doug Palmer
Lynn Staker
Tamra Gaskil
George Chatterley
Bonnie Palmer
Hermie Farnsworth
Kevin Potter
Dean Matthews
Cody Unger

Exhibit C

SECURITY AGREEMENT

This Security Agreement ("Agreement") is dated July 27, 2018, and is between Robert Palmer, Jr., (representing the former owners and/or members of Dynamic Energy Corporation ("DEC") who were owners and/or members thereof as of the date DEC entered into a merger agreement with Millennial Research Company ("MRC") (the group of former owners/member shall hereafter be referred to as the ("DEC Group")), located at P.O. Box 321, 1700 Martins Branch Road, Fordland, Missouri 65652 (collectively referred to as the "DEC"), and Venturi LLC, a Utah limited liability company located at 711 Mont Clair Drive, North Salt Lake City, Utah, 84054 ("Venturi"). The Seller and the Buyer are also referred to herein individually as a "Party" and collectively as the "Parties."

AGREEMENT

ARTICLE I Creation of Security Interest

Venturi grants to DEC a security interest in the collateral described in Article II below to secure the performance and payment of the obligations of Venturi to DEC as a result of consideration provided him by DEC.

ARTICLE II Collateral

The collateral of this Agreement includes ownership and assets of DEC, including any and all physical assets, technology and/or intellectual property owned by DEC, specifically including the lien granted to DEC by MRC via the merger agreement executed between DEC and MRC in November, 2008, and a Marine License Agreement attached to the Purchase and Sale Agreement between the Parties hereto as Exhibit A.

ARTICLE III Obligations of Debtor

The obligations of Venturi secured by the collateral covered by this Agreement include the payment of the Total Purchase Price of Thirteen Million Six Hundred Ninety Three Thousand Seven Hundred Forty Seven Dollars and Sixty Cents (\$13,693,747.60), with the initial payment in the amount of One Million Six Hundred Thousand Dollars (\$1,600,000.00) being made to DEC by December 31, 2018. Additional payments shall be made to DEC as funds become available for this purpose and shall be paid in full within twelve (12) months of payment of the initial payment. Extensions to these dates may be granted by mutual agreement of the parties and a copy of such extension agreement shall be attached as an addendum to this Agreement.

ARTICLE IV Protection of Collateral

4.1 Collateral Asset Assignment. DEC shall be protected in the collateral by a collateral asset assignment against Venturi's assets.

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 14**

4.2 Preservation of collateral. Venturi shall keep collateral free from unpaid charges, liens, encumbrances, and other security interest.

ARTICLE V DEFAULT

5.1 Failure to Perform. Venturi shall be in default under this security agreement when there is any material inaccurate or false statement, non-compliance, or failure to perform any of the Venturi's obligations, agreements, or affirmations specified by this Security Agreement.

5.2 Cessation of Business. Venturi shall be in default under this Security Agreement upon the dissolution, termination of existence, insolvency, or appointment of a receiver for any part of the property of Venturi or any surety for Venturi.

5.3 Right to Cure. Venturi shall have ninety (90) days to cure any default after receiving notice thereof from DEC.

ARTICLE VI Secured Party's Rights and Remedies

6.1 Possession of Collateral. Venturi understands if it fails to meet any of its obligations under this Security Agreement, DEC has an immediate right to possession of the collateral.

6.2 Rights Under Uniform Commercial Code. DEC may exercise its rights of enforcement under the Uniform Commercial Code in force in the State of Utah at the time of this Security Agreement.

6.3 DEC May Waive Rights. DEC may waive any default or remedy default in any reasonable manner.

6.4 Time In Which Rights Become Effective. All of DEC's rights and remedies identified in this Security Agreement shall become effective after the time during which the Venturi has the right to cure any default after receiving notice thereof unless Venturi waives the right to cure.

ARTICLE VII Debtor's Rights and Remedies

Venturi shall have all the rights and remedies provided by the Uniform Commercial Code in force in the State of Utah at the date of signing this Security Agreement.

ARTICLE VIII Mutual Agreements

8.1 Successors and Assigns. This agreement shall include the heirs, executors, administrators, successors, representatives, receivers, trustees, and assigns of the parties.

8.2 Entire Agreement. This Agreement is the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 15**

supersedes all previous oral and written agreements and/or understandings, if any, between the Parties.

8.3 Term. The term of this Security Agreement shall commence with the signing hereof and shall be terminated when the debt secured thereby has been fully paid.

8.4 Governing Law. The laws of the State of Utah shall govern the construction of and the rights and duties of the parties to this Security Agreement. Venue for any action regarding this Security Agreement shall be in the District Courts of the State of Utah.


8.5 Segregation. If any of the provisions of this Security Agreement shall contravene or be held invalid under the laws of the State of Utah, the Security Agreement shall be construed as if not containing such provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

Executed this 1st day of October, 2018.

VENTURI LLC

by: Brian D. Knox, Member and Chief Legal Officer

DEC GROUP



Robert Palmer, Jr., having power of attorney for the DEC Group

EXHIBIT D

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 17**

**PATENT
REEL: 058832 FRAME: 0164**

MERGER

Agreement and Plan of Merger

This Agreement and Plan of Merger (the "Merger Agreement"), together with the attached Articles of Merger and Exhibits, is by and between Millennial Research Corporation ("Millennial Research"), a Utah corporation, and Dynamic Energy, Inc. ("Dynamic Energy"), a Missouri corporation. Millennial Research and Dynamic Energy may be collectively referred to herein as the "Parties" or individually as "Party". The Effective Date of this Merger Agreement is November 18, 2008.

WITNESSETH

WHEREAS, Millennial is a corporation duly organized and existing under the laws of the state of Utah; and,

WHEREAS, Dynamic Energy is a corporation duly organized and existing under the laws of the state of Missouri; and,

WHEREAS, the respective Boards of Directors of the Parties have determined that it is advisable and to the advantage of the Parties that Dynamic Energy merge into Millennial Research (the "Surviving Corporation") in a tax free reorganization upon the terms and conditions herein provided; and,

WHEREAS, the respective Boards of Directors of the Parties have approved this Merger Agreement and the Boards of Directors of the Parties have obtained written consent from their respective shareholders, if required by state law; and

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Parties hereby agree to merge as follows:

AGREEMENT

- I. Description of Assets of Dynamic Energy to be included in the Merger. The included assets include the U.S. patent application entitled Electric Motor, dated July 10, 2006, and numbered 018134/0125 and the foreign patent application of the same name dated July 10, 2007, and numbered PCT/US2007/073165 and all related designs, formulas, processes, parts lists or bills of materials, vendor lists, and related materials ("Dynamic Energy Assets"). Dynamic Energy hereby assigns, transfers, and conveys the Dynamic Energy Assets to Millennial Research (the "Assignment").
- II. Description of Liabilities of Dynamic Energy to be included in the Merger. Other than a related party loan of \$45,000 due to Mr. Robert Palmer, Jr., Dynamic Energy has no liabilities. At the time of the merger, Millennial Research will enter this liability as a note

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 1

PATENT

REEL: 024706 FRAME: 0809

Purchase and Sale Agreement -
Venturi LLC / DEC Group 18

PATENT
REEL: 058832 FRAME: 0165

due on that company's balance sheet. This amount will be due within one year from the Effective Date of this Agreement.

II. Stock in Millennial Research. In exchange for the Assignment, Millennial Research agrees to issue stock in Millennial Research according to the following schedule:

A. Dynamic Energy Stock. Schedule¹ of stock to be issued in Millennial Research

Shareholder	Common Shares	Preferred B Shares	Percentage
Bob Palmer	1,340,696	5,907,190	29.6%
Bob Palmer, Sr.	665,217	2,930,987	11.7%
Chuck Palmer	554,348	2,442,492	9.8%
Cody Unger	10,000	44,061	0.2%
Dean Matthew	20,000	88,121	0.4%
Robert G. Hill	60,000	264,364	1.1%
Denis Palmer	1,340,696	5,907,190	29.6%
Doug Palmer	554,348	2,442,492	9.8%
Kevin Potter	20,000	88,121	0.4%
Lynn Stalder	554,348	2,442,492	9.8%
Shirley Palmer	554,348	2,442,492	9.8%
Total	5,674,001	25,000,002	100.0%

These amounts of stock include 232,000 Common Shares each for unpaid services rendered by Denis Palmer and Robert Palmer, Jr.

B. Common Shares. The Common Shares shall have voting rights and no par value. Millennial represents that the Common Shares have no special or other rights or privileges other than those dictated by applicable state or federal law.

C. Preferred Series B Convertible Shares. The Preferred Series B Convertible Shares shall not have voting rights. Other than the below enumerated terms, Millennial represents that the Preferred Series B Shares have no special or other rights or privileges other than those dictated by applicable state or federal law. The Preferred Series B Convertible Shares shall have only the following terms:

1. Conversion to Common. The Preferred Series B Convertible Shares shall automatically convert to Common Shares on a one-for-one basis at the time

¹ The numbers of shares are precise; however, the percentages are approximate and subject to ongoing change. It is anticipated that the percentages will not be subject to significant change in the near term through the private offering of Millennial Research and that Millennial Research will raise most or all of the capital in the private offering through the sale of preferred shares. Millennial Research intends to limit the issuance of common shares in the near term (near term referencing the time prior to Millennial Research's intended public offering) to possible merger and acquisition activities or to public offering preparation or offering cost-related activities. Millennial anticipates limiting the issuance of common shares in the near term to value-building activities.

Merger Agreement

Initials: Millennial Research DP Dynamic Energy RS

Page | 2

PATENT

REEL: 024705 FRAME: 0610

of sale of Millennial Research to a third party or in the event of dissolution or liquidation of substantially all of the assets of Millennial Research. The holders of the Preferred Series B Convertible Shares shall have the option to convert to Common Shares on a one-for-one basis at any time. In the event of a public offering, the holders of any Common Stock derived from this conversion option shall be required to hold the stock for a minimum of 9 months, in parallel with any applicable Rule 144 restrictions and any Trustee-approved market-maker restrictions.

ii. Minimum Sale Price. The Preferred Series B Convertible Shares shall have a Minimum Sale Price and Lien 1 (defined below) of \$0.40 per share. The Minimum Sale Price and Lien 1 shall not apply if the holders of the Preferred Series B Convertible Shares elect to convert to Common Shares as described in i) above.

iii. Lien 1: Lien and Security Interest on Dynamic Energy Assets for Minimum Sale Price. The shareholders of Dynamic Energy shall collectively have a lien on the Dynamic Energy Assets and any other patents and intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets for the amount of the Minimum Sale Price until such a time as the Minimum Sale Price is realized by the shareholders of Dynamic Energy ("Lien 1"). The individual shareholders of Dynamic Energy shall have interest in the lien in proportion to their Common Stock shares proportion of the total (as then retained and not yet sold) Common Stock shares issued to the shareholders of Dynamic Energy.

iv. Lien 2: Lien and Security Interest on Dynamic Energy Assets for Liquidation Preference. In the events described in this paragraph, the Dynamic Energy Assets and any other patents and intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets shall be conveyed to the shareholders of Dynamic Energy as dictated by the Trustee for Dynamic Energy Liens (see below: Trustee for Liens). In the event of dissolution or liquidation of substantially all of the assets in a fire sale setting of Millennial Research (such that the Minimum Sale Price would not be achieved), Lien 2 shall apply and be satisfied through the conveyance of the Dynamic Energy Assets to the Dynamic Energy shareholders with interest in the lien in proportion to their Common Stock shares proportion of the total (as then retained and not yet sold) Common Stock shares issued to the shareholders of Dynamic Energy.

v. Additional Terms and Lien Attachments to License Agreements Derived from Dynamic Energy Assets and Derived Improvements. In the event of the failure of Millennial Research to achieve the Minimum Sale Price in Lien 1 or in the event of a liquidation event as described in Lien 2, the above Lien 1

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 3

PATENT
REEL: 024705 FRAME: 0611

Purchase and Sale Agreement -
Venturi LLC / DEC Group 20

PATENT
REEL: 058832 FRAME: 0167

and/or Lien 2 as applicable shall include an attachment to future revenues derived from license agreements or similar as based on Dynamic Energy Assets and any other patents and intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets. Liens 1 and 2 shall have a maturity date of 30 years in favor of Dynamic Energy from the Effective Date of this Agreement. The Minimum Sale Price and lien rights do not apply if the holders of the Preferred Series B Convertible Shares elect to convert these shares to Common Shares.

- vi. Trustee for Liens: In the event that the shareholders of Dynamic Energy elect to exercise any lien rights created herein, Mr. Robert Palmer, Jr. ("Trustee for Dynamic Energy Liens") shall act as trustee for the shareholders of Dynamic Energy regarding the lien rights and lien disposition. The Trustee shall also represent any other named parties from any patents or other intellectual property that are direct improvements on and over the intellectual property derived from the Dynamic Energy Assets.

- D. Preferred Series C Convertible Shares. In addition to the above, Millennial Research will issue a total of \$500,000 face value of Preferred Series C Shares to the shareholders of Dynamic Energy in the same proportion as the above enumerated Common Shares. The face value of each share shall be \$1 per share with no dividend, voting, or liquidation preference rights. Other than the below enumerated terms, Millennial represents that the Preferred Series C Shares have no special or other rights or privileges other than those dictated by applicable state or federal law. The Preferred Series C Shares shall have only the following additional terms:

- i. Put Conversion for Face Value Redemption. At the time that the Company has raised an aggregate of \$10 million from its intended public offering (or private offering or aggregate private and public offerings), the holder of the Preferred Series C Shares shall be entitled at the holder's sole right and option, to demand that Millennial Research purchase part or all of the shares of the Preferred Series C Shares. Any shares which the holder does not elect to demand purchase from Millennial Research shall be immediately subject to an automatic conversion to Common Shares at the terms described in (iii) below.

- ii. Exercise of Redemption. To exercise the above Put Conversion Provision described in (i), the holder of the certificate shall send written notice of the put election and demand to Millennial Research to purchase the shares tendered by the put, and payment for those shares tendered shall be made by the Company, in cash, within ten business days from Millennial Research's receipt of written election and demand. Upon receipt of the proper amount

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 4

PATENT
REEL: 024705 FRAME: 0612

of payment from Millennial Research, the holder shall immediately deliver to Millennial Research the original certificate(s).

- III. Option to Convert to Common Shares. At any time after a public offering of the Company's stock, the holders of the Series C Convertible Preferred Stock shall have the option to convert to Common Stock at the conversion rate of the face value of the Series C Convertible Preferred Stock (\$1 per share) to 25% above the then current value of the Common Stock as determined by a 30 days prior moving average². Conversion to Common Shares as exercised under this option in (III) terminates the put conversion option described in (I) above.

- IV. Names on Patents. The shareholders of the Dynamic Energy will be given name recognition on new patent applications for any patents for which Dynamic Energy shareholders are responsible for either new claims or new embodiments as name recognition is required by law and as Dynamic Energy shareholders are able to document creative ownership of the new claims or new embodiments. In situations where name recognition is legally required, Dynamic Energy may appoint a representative to Millennial Research to review the new patent applications. The Dynamic Energy representative will receive \$25 per hour compensation for the patent application review services.

- V. Representations and Warranties of Dynamic Energy. The execution of this Agreement by the undersigned represents an action fully authorized by the stock holders of Dynamic Energy and is fully binding upon Dynamic Energy and Dynamic Energy shareholders.

VI. Representations and Warranties of Millennial Research.

- A. The execution of this Agreement by the undersigned represents an action fully authorized by the board of directors of Millennial Research and is fully binding upon Millennial Research.
- B. Stock Authorized at time of this Agreement. At the time of execution of this Agreement, there are 500 million Common Shares authorized and 30 million Preferred Shares authorized (of one or more classes).
- C. Millennial Research represents that it is seeking the Merger Agreement for the purpose of preparing Millennial Research for a near-term public offering as a primary exit strategy. Millennial Research intends to take the Company public or be sold to a third party within one year (much sooner as resources allow and as required filings and audits can be completed). As a secondary exit strategy;

² For example, assume the 30 day moving average of the Common Stock price is \$2. Therefore \$100 worth of face value Series C Convertible Shares converts to \$125 Common Shares, or 62.5 shares, rounded to 63 shares.

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 5

PATENT

REEL: 024706 FRAME: 0613

Millennial Research represents that it will seek large private investment for the purpose of increasing value for the shareholders.

- D. As of the date of this Agreement, current shareholdings are as follows³, assuming conversion of the Preferred Series B Convertible Shares and future issuances of reserved common shares:

Common Convertible Shareholder	Shares	Percentage
Bob Palmer	7,247,886	4.8%
Bob Palmer, Sr.	3,596,204	2.4%
Chuck Palmer	2,996,840	2.0%
Cody Unger	54,061	0.0%
Dean Matthews	108,121	0.1%
Doug Palmer	2,996,840	2.0%
Robert G. Hill	324,364	0.3%
Kevin Potter	108,121	0.1%
Lynn Staker	2,996,840	2.0%
Stan Palmer	2,996,840	2.0%
Treasury	49,838,995	

- E. Millennial Research makes no warranties or representations regarding any ability to offer unrestricted stock in contradiction to applicable securities regulations.
- F. The shares issued to date, including those held in Treasury or those issued to the shareholders of Dynamic Energy have been or are issued to obtain technology, to reward cash or cash equivalent investors, and/or to reward individuals or entities responsible for increasing the value of Millennial Research. It is the strict intent of Millennial Research to continue this policy in the future.

VII. **Tax Reorganization.** Each party to this Agreement hereby intends and agrees to take all reasonable actions to cause the Merger to qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986 and that the Parties will not take any actions which would be adverse to such tax-free treatment of the reorganization. The Parties will immediately notify each of the other of any circumstance or condition of which it is or becomes aware of which might cause the Merger to fail to so qualify. The Parties represent that they have not taken any action that would cause the Merger to fail to so qualify as reorganization within the meaning of Utah Code, and are not aware of any circumstances, which would cause the Merger to fail to so qualify. At the time of execution of this Agreement, Dynamic Energy is in the process of reinstating its corporate

³ Percentages are approximate. Numbers of shares are precise and govern the intent of the Agreement, i.e. no dilution protection is implied.

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 6

PATENT
REEL: 024705 FRAME: 0814

chapter. Dynamic Energy agrees to file the Articles of Merger at such a time as that reinstatement is complete and notify Millennial Research of this action.

VIII. Termination

A. **Termination Events.** This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

- i. at any time, by the mutual agreement of the Parties;
- ii. by either Party, if the other Party is in material breach or default of its respective covenants, agreements or other obligations hereunder or if any of its representations and warranties herein are not true and accurate in all material respects when made or when otherwise required by this Agreement to be true and accurate.

B. **Effect of Termination.** If this Agreement shall be terminated, all obligations of the parties hereunder shall terminate. In such event, Dynamic Energy shall return any and all Millennial Research Common Stock and Preferred Stock received hereunder and both parties shall file the necessary documents in the states of Utah and Missouri respectively.

IX. **Disputes.** Disputes between the Parties shall be decided by arbitration by a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected within 30 days of any written notice of dispute from either Party to the other Party, either Party may appeal to the courts.

X. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the state of Utah.

XI. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

XII. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned by either party hereto without the prior written consent of the other, but no such assignment of this Agreement or any of the rights or obligations hereunder shall relieve either Party of its obligations under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective heirs, successors, executors, administrators and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 7

PATENT
REEL: 024705 FRAME: 0616

Purchase and Sale Agreement -
Venturi LLC / DEC Group 24

PATENT
REEL: 058832 FRAME: 0171

of payment from Millennial Research, the holder shall immediately deliver to Millennial Research the original certificate(s).

- iii. Option to Convert to Common Shares. At any time after a public offering of the Company's stock, the holders of the Series C Convertible Preferred Stock shall have the option to convert to Common Stock at the conversion rate of the face value of the Series C Convertible Preferred Stock (\$1 per share) to 25% above the then current value of the Common Stock as determined by a 30 days prior moving average². Conversion to Common Shares as exercised under this option in (iii) terminates the put conversion option described in (i) above.

- iv. Names on Patents. The shareholders of the Dynamic Energy will be given name recognition on new patent applications for any patents for which Dynamic Energy shareholders are responsible for either new claims or new embodiments as name recognition is required by law and as Dynamic Energy shareholders are able to document creative ownership of the new claims or new embodiments. In situations where name recognition is legally required, Dynamic Energy may appoint a representative to Millennial Research to review the new patent applications. The Dynamic Energy representative will receive \$25 per hour compensation for the patent application review services.

- v. Representations and Warranties of Dynamic Energy. The execution of this Agreement by the undersigned represents an action fully authorized by the stock holders of Dynamic Energy and is fully binding upon Dynamic Energy and Dynamic Energy shareholders.

vi. Representations and Warranties of Millennial Research.

- A. The execution of this Agreement by the undersigned represents an action fully authorized by the board of directors of Millennial Research and is fully binding upon Millennial Research.
- B. Stock Authorized at time of this Agreement. At the time of execution of this Agreement, there are 500 million Common Shares authorized and 30 million Preferred Shares authorized (of one or more classes).
- C. Millennial Research represents that it is seeking the Merger Agreement for the purpose of preparing Millennial Research for a near-term public offering as a primary exit strategy. Millennial Research intends to take the Company public or be sold to a third party within one year (much sooner as resources allow and as required filings and audits can be completed). As a secondary exit strategy;

² For example, assume the 30 day moving average of the Common Stock price is \$2. Therefore \$100 worth of face value Series C Convertible Shares converts to 6125 Common Shares, or 62.5 shares, rounded to 63 shares.

Merger Agreement

Initials: Millennial Research RM Dynamic Energy DE

Page | 5

PATENT
REEL: 024706 FRAME: 0613

registration statement filed under the Securities Act of 1933. Such information by way of example, but not limitation includes:

- i. Financial and business condition of the Corporation;
- ii. Officers, directors and promoters of the Corporation;
- iii. Use of proceeds from sale of the Stock;
- iv. Business history of the Corporation;
- v. Risk factors associated with the investment in the Stock;
- vi. Any legal proceedings;
- vii. Security ownership of the securities of the Corporation;
- viii. Description of the Stock, and understanding of the bylaws and other corporate agreements; and
- ix. Market information regarding the securities of the Corporation.

See Exhibits for compliance with the required disclosures for this section.

- C. The undersigned conducted its own due diligence on the Corporation;
- D. The undersigned is a sophisticated investor as defined under the Securities Act of 1933, as amended;
- E. The offering price of the Common Stock was arbitrarily determined by the Corporation;
- F. The Corporation has not made any representations regarding possible value appreciation in the Common Stock;
- G. The Common Stock is not being issued for services performed by the undersigned;
- H. The Common Stock is being acquired by the undersigned for investment with its own funds or property from its own accounts as "Restricted Securities" as that term is defined in Rule 144 of the Rules and Regulations adopted by the Securities and Exchange Commission under the Securities Act of 1933, as amended, and not with a view to the distribution thereof by public sale or other disposition. The undersigned does not intend to subdivide its acquisition with anyone;
- I. The undersigned understands that the Common Stock being acquired hereunder has not been registered under the Securities Act of 1933, as amended, or the securities laws of any state;
- J. The undersigned understands that it must bear the economic risk of the investment for an indefinite period of time because the Common Stock has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and therefore, cannot be sold unless it is subsequently registered under the Act and any applicable state securities laws, or unless exemption from such registrations are available;
- K. The undersigned understands that the Corporation will restrict the transfer of the Common Stock in accordance with the foregoing representations;

Merger Agreement

Initials: Millennium Research  Dynamic Energy 

Page | 9

PATENT

REEL: 024705 FRAME: 0617

Purchase and Sale Agreement -
Venturi LLC / DEC Group 26

PATENT
REEL: 058832 FRAME: 0173

- L. The undersigned agrees that all certificates representing Common Stock will contain the following legend or a substantial equivalent:

"The securities represented by this Certificate have not been registered under the Securities Act of 1933 (the "Act") and are "Restricted Securities" as that term is defined in Rule 144 under the Act. The Common Stock may not be offered for sale, sold or otherwise transferred except pursuant to an effective registration statement under the Act, the availability of which is to be established to the satisfaction of the Corporation."

- M. The undersigned agrees that a stop transfer order prohibiting the transfer of the Common Stock will be placed by the Corporation with its transfer agent, when and if the Common Stock is issued;
- N. The undersigned acknowledges and hereby agrees that the Corporation is under no obligation to register or qualify the Common Stock under the Securities Act of 1933, as amended, and the rules and regulations adopted there under;
- O. The undersigned understands and hereby agrees that the Corporation will comply with all valid, applicable Federal and State securities regulations that may require among other things that the undersigned escrow the Common Stock;
- P. The undersigned represents and warrants that in connection with the acquisition of the Common Stock, the undersigned has had made available or accessible to (it) (his) (her), by the Corporation and its officers and directors, all information which it has deemed material to making an informed investment decision to acquire the Common Stock prior to (its) (his) (her) subscription in the Common Stock;
- Q. The undersigned represents and warrants that it has not acted as a Purchaser Representative for any person in connection with this purchase of Common Stock by the undersigned;

Addresses for Official Notices

Millennial Research Corporation
816 N. Main Street
Brigham City, UT 84302

Dynamic Energy, Inc.
1500 Martins Branch Road
Portland, MO 65652

(The rest of this page is left blank intentionally.)

Merger Agreement

Initials: Millennial Research  Dynamic Energy 

Page | 10

PATENT
REEL: 024706 FRAME: 0618

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 27**

PATENT
REEL: 058832 FRAME: 0174

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by resolution of the Boards of Directors the Parties, is hereby executed on behalf of each of said two corporations by their respective officers thereunto duly authorized.

Millennial Research:


Mr. Denis Palmer, President


Mrs. Libbann Palmer, Secretary

Dynamic Energy:


Mr. Robert Palmer, Jr., CEO


Mr. Charles Palmer, Director

Merger Agreement

Initials: Millennial Research



Dynamic Energy



Page | 11

RECORDED: 07/19/2010

PATENT
REEL: 024705 FRAME: 0619

Purchase and Sale Agreement -
Venturi LLC / DEC Group 28

PATENT
REEL: 058832 FRAME: 0175

EXHIBIT E

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 29**

**PATENT
REEL: 058832 FRAME: 0176**

TRANSFER AGREEMENT

This TRANSFER AGREEMENT (the "Agreement") is made by and between Robert Palmer, Jr., (representing the former owners and/or members of Dynamic Energy Corporation ("DEC") who were owners and/or members thereof as of the date DEC entered into a merger agreement with Millennial Research Company ("MRC") (the group of former owners/member shall hereafter be referred to as the ("DEC Group")), located at P.O. Box 321, 1700 Martins Branch Road, Fordland, Missouri 65652 (collectively referred to as the "Seller"), and Venturi LLC, a Utah limited liability company located at 711 Mont Clair Drive, North Salt Lake City, Utah, 84054 ("Venturi"). The DEC Group and Venturi are also referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, the DEC Group transferred to Venturi, pursuant to an agreement entered into between Venturi and DEC on October 1, 2018 (the "Purchase and Sale Agreement"), prior to the Effective Date of this Agreement, among other assets, its ownership of DEC and all of its rights regarding ownership of technology, which was the subject of the Merger Agreement entered into between DEC and MRC with effective date of November 18, 2008, including a lien on that same technology retained by DEC pursuant to that agreement.

WHEREAS, the Parties entered into the present Agreement as a means whereby DEC would be secured and have immediate recourse in the event of Venturi's default of the Purchase and Sale Agreement.

NOW, THEREFORE, for and in consideration of the premises, the mutual agreements and covenants herein contained, and other good and valuable consideration, the Parties hereby agree as follows:

1. Agreement to Transfer Assets Back to DEC.

- a. Transfer. The Parties agree in the event Venturi defaults on any one or more of the payments, including the Total Purchase Price, as set forth in the Purchase and Sale Agreement, and including any cure periods as set forth therein, Venturi hereby transfers all right and title to the assets transferred to Venturi by virtue of the Purchase and Sale Agreement back to the DEC Group. The Assets specifically include: (1) the rights and title to the technology that is the subject of the Merger Agreement entered into between DEC and MRC with effective date of November 18, 2008, including a lien on that same technology retained by DEC pursuant to that agreement; (2) the ownership of DEC; (3) the rights and title to a Marine License Agreement entered into between MRC and DEC; and (4) shares in MRC (the "Assets"). Moreover, in the event of Venturi's default, as described

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 30**

above, Venturi relinquishes all claim to any of the Assets not yet transferred to Venturi.

b. Requirements for Transfer. The Parties hereby agree transfer of the Assets requires only presentation of this Agreement to the United States Patent and Trademark Office (the "USPTO") along with a legal affidavit signed by Robert Palmer, the DEC Group's trustee, notarized and specifically stating to Mr. Palmer's knowledge that Venturi has defaulted regarding its payments required by the Purchase and Sale Agreement and that the relevant cure periods have expired.

c. No Appeal. As long as Venturi has in fact defaulted regarding any payment, including the Total Purchase Price, and relevant cure periods as set forth in the Purchase and Sale Agreement, Venturi covenants not to appeal the USPTO's transfer of the Assets back to the DEC Group or file a lawsuit to request legal and/or equitable relief, including injunctive relief relating to that transfer.

2. Effective Date. The "Effective Date" of this Agreement shall be the date on which Venturi has defaulted regarding any payment, including the Total Purchase Price, as set forth in the Purchase and Sale Agreement, and any applicable cure periods set forth in the Purchase and Sale Agreement have expired. This Agreement shall immediately become effective on that date by virtue of the Parties having executed this Agreement, but shall be ineffective and invalid until that specific date.

3. Confidentiality.

c. General Confidentiality. The terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone without written authorization from both Parties to this Agreement, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement. For clarification, and specifically as a result of the potential threats internally within MRC, the terms and conditions of this Agreement are specifically to be strictly withheld from MRC, its officers, board members, and/or shareholders.

d. Denis Palmer. Denis Palmer is a member of the DEC Group, Venturi, and is the President and a Director on the Board of MRC. As such, he has multiple conflicts of interest and any information he receives regarding this transaction would also be a disclosure of such information to MRC. Due to the above-mentioned conflicts of interest, any and all information regarding this transaction shall be withheld from Denis Palmer by both Buyer and Seller.

4. Miscellaneous.

**Purchase and Sale Agreement -
Venturi LLC / DEC Group 31**


- a. Entire Agreement. This Agreement contains all of the promises, agreements, conditions, terms, understandings, warranties and representations of the Parties with respect to the transactions and business relationships contemplated thereby and herein, and there are no other promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth in this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to its subject matter.
- b. Governing Law. This Agreement and all amendments, modifications, authorizations or supplements to this Agreement and the rights, duties, obligations and liabilities of the Parties under such document will be determined in accordance with the applicable provisions of the laws of the State of Utah, without reference to its doctrines or conflicts of laws.
- c. Dispute Resolution. All disputes arising out of or in connection with the present Agreement shall be finally settled in the District Courts of the State of Utah. The prevailing party in all actions taken under this Paragraph shall be entitled to payment by the losing party of all costs of having brought and persecuted the matter including, but not exclusive of, attorney fees, arbitration costs, expenses, etc.
- d. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their personal and legal representatives, guardians, successors and assigns.
- e. Assignment. Neither Party may assign this Agreement or any of the rights, interests, or obligations hereunder without the prior written approval of the other Party.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement on October 1, 2018.

VENTURI LLC


Brian D. Knox, Chief Legal Officer

DEC GROUP


Robert Palmer, Jr., having power of attorney for the DEC Group

Purchase and Sale Agreement -
Venturi LLC / DEC Group 32