**Merger Agreement**

THIS MERGER AGREEMENT ("Agreement") is made on [Insert Date] by and between [Insert Dissolving Company Name], [Insert Dissolving Company Address], (the "Dissolving Company"), and [Insert Surviving Company Name] of [Insert Surviving Company Address] (the "Surviving Company").

On completion of the merger, the Dissolving Company will be dissolved leaving the Surviving Company as the surviving business which will be known as [Insert Surviving Company Name] after the merger is complete. The surviving business will be registered in the state of [Insert Relevant State].

**RECITALS**

**The Dissolving Company Entity**

The Dissolving Company is a [Insert Dissolving Company Type] duly organized, validly existing, and in good standing under the laws of [Insert State].

**The Surviving Company Entity**

The Surviving Company is a [Insert Surviving Company Type] duly organized, validly existing, and in good standing under the laws of [Insert State].

**[Insert Surviving Company Name] Final Entity**

[Insert Surviving Company Name] is to be the surviving business entity, as that term is defined in the state statute, to the merger described in this agreement.

**MERGER**

**Surviving Business Entity**

Subject to the terms and conditions of this Agreement, on the Effective Date mentioned above, the Dissolving Company shall be merged with and into surviving entity under the laws of the state of [Insert State]. As a result of the Merger, the separate corporate existence of the Dissolving Company shall cease and the entity shall continue as the surviving business entity [Insert Surviving Company Name]

**Certificate of Merger**

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

**Effective Date of Merger**

The merger shall be effective on the date of filing of the certificate of merger.

**TERMS AND CONDITIONS**

**Negative Covenants**

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

* Except in the ordinary course of business and for adequate value, dispose of any of its assets.

**Further Assignments or Assurances**

If at any time the Surviving Company considers or is advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the Surviving Company the title to any property or rights of disappearing entity, or otherwise carry out the provisions of this Agreement, the entities agree that the managers of the Dissolving Company, as of the effective date of the merger, will execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts that the surviving entity reasonably determines to be proper to vest, perfect, and confirm title to such property or rights in the Surviving Company, and otherwise carry out the provisions of this Agreement.

**VALUATION OF ASSETS**

**Assets of the Dissolving Company**

The partners or managers of the Dissolving Company agree that:

* The present value of its tangible and intangible assets, including goodwill is $[Insert amount];
* The fair market value of its unrealized receivables is $[Insert amount];
* The fair market value of its inventory is $[Insert amount]; and
* The estimated amount of its liabilities is $[Insert amount].

**Assets of the Surviving Company**

The partners or managers of the Surviving Company agree that:

* The present value of its tangible and intangible assets, including goodwill is $[Insert amount];
* The fair market value of its unrealized receivables is $[Insert amount];
* The fair market value of its inventory is $[Insert amount]; and
* The estimated amount of its liabilities is $[Insert amount].

**Conversion**

(a) At the effective date of the merger, each interest in the Dissolving Company will be converted into [Insert Amount] interest[s] of [Insert Surviving Company Name].
(b) No fractional interests of [Insert Surviving Company Name] after the merger will be issued to the holders of interests of the Dissolving Company. However, holders who would otherwise be entitled to receive a fraction of an interest of [Insert Surviving Company Name] on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of the Dissolving Company as of the effective date of the merger.
(c) Each interest of the Surviving Company will be converted into 0 interest[s] of the new surviving entity ([Insert Surviving Company Name]) after the merger.
(d) No fractional interests of the Surviving Company before the merger will be issued to the holders of interests of the surviving entity after the merger. However, holders who would otherwise be entitled to receive a fraction of an interest of the Surviving Company on the basis of the conversion provided for in this article will instead receive a cash payment equal to the value of that fraction, based on the market value of an interest of the Surviving Company as of the effective date of the merger.

**Exchange**

If any interest of the Dissolving Company being exchanged in connection with this merger is evidenced by a certificate, each holder of that interest must surrender the certificate or certificates, properly endorsed, to the surviving entity or its transfer agent, and will receive in exchange a certificate or certificates representing the number of interests of the surviving entity into which the interests of the Dissolving Company have been converted.

**MANAGEMENT OF SURVIVING ENTITY**

**Management and Control**

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

**Directors and Officers**

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

**INTERPRETATION AND ENFORCEMENT**

 **Notices**

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

**Counterpart Executions**

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

**Partial Invalidity**

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

**Applicable Law**

The validity, interpretation, and performance of this agreement shall be controlled by and construed under the laws of the State of [Insert Relevant State].

**Approvals**

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

This Merger Agreement shall be signed by [Insert Dissolving Company Representative Name], on behalf of [Insert Dissolving Company Name] and by [Insert Surviving Company Name] on behalf of [Insert Surviving Company Name].

[Insert Dissolving Company Name]:

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

[Insert Surviving Company Name]:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

By [Insert Surviving Company Name], \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_