

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K12G3

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 12, 2023

Atlis Motor Vehicles Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware

(State or Other Jurisdiction
of Incorporation)

001-41509

(Commission
File Number)

81-4308534

(IRS Employer
Identification No.)

1828 N. Higley Rd. Ste 116, Mesa, AZ 85205

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (602) 309-5425

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each Class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock, par value \$0.0001 per share	AMV	NASDAQ

Indicate by checkmark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) of Rule 12B-2 of the Securities Exchange act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On May 12, 2023, Atlis Motor Vehicles Inc. (“Atlis”) completed its previously announced reorganization merger pursuant to the Agreement and Plan of Merger, dated as of April 16, 2023 (the “Reorganization Agreement”), by and among Atlis, Nxu, Inc., a Delaware Corporation (“Nxu”), and Atlis Merger Sub, Inc., a Delaware corporation and, as of immediately prior to the consummation of such merger, a wholly-owned subsidiary of Nxu (“Merger Sub”). The Reorganization Agreement provided for the merger of Atlis and Merger Sub, with Atlis surviving the merger as a wholly-owned subsidiary of Nxu (the “Reorganization Merger”). The Reorganization Agreement was approved and adopted by Atlis’s stockholders at Atlis’s Special Meeting of Stockholders, which was held on May 9, 2023.

At the effective time of the Reorganization Merger, all of the issued and outstanding shares of Atlis’s Class A common stock, par value \$0.0001 per share (“Atlis Class A Common Stock”) were converted automatically on a one-for-one basis into shares of Nxu’s Class A common stock, par value \$0.0001 per share (“Nxu Class A Common Stock”) and all of the issued and outstanding shares of Atlis’s Class D common stock, par value \$0.0001 per share (“Atlis Class D Common Stock” and, together with Atlis Class A Common Stock, “Atlis Common Stock”) were converted automatically on a one-for-one basis into shares of Nxu’s Class B common stock, par value \$0.0001 per share (“Nxu Class B Common Stock” and, together with Nxu Class A Common Stock, “Nxu Common Stock”), and, as a result, the current stockholders of Atlis automatically became stockholders of Nxu, holding the same number and percentage of shares of Nxu Common Stock as they held of Atlis Common Stock as of immediately prior to the Reorganization Merger.

In addition, at the effective time of the Reorganization Merger, (i) each outstanding option to purchase shares of Atlis Class A Common Stock (“Atlis Option”), whether vested or unvested, automatically converted into an option to purchase shares of Nxu Class A Common Stock (a “Nxu Option”) and (ii) each outstanding Atlis restricted share unit (an “Atlis Restricted Share”), whether vested or unvested, automatically converted into a restricted stock unit of Nxu (a “Nxu RSU”). Each Nxu Option is subject to terms and conditions consistent with the Employee Stock Option Plan and the applicable Atlis Option award agreement as in effect immediately prior to the effective time. Each Nxu RSU is subject to terms and conditions consistent with the applicable Atlis Restricted Share award agreement as in effect immediately prior to the effective time.

At the effective time of the Reorganization Merger, (i) each outstanding Senior Secured Original Issue 10% Discount Convertible Promissory Note (an “Atlis Note”) convertible into shares of Atlis Class A Common Stock automatically converted into a Senior Secured Original Issue 10% Discount Convertible Promissory Note convertible into shares of Nxu Class A Common Stock (a “Nxu Note”) and (ii) each outstanding warrant to purchase shares of Atlis Class A Common Stock (an “Atlis Warrant”) automatically converted into a warrant to purchase shares of Nxu Class A Common Stock (a “Nxu Warrant”). Each Nxu Note is subject to terms and conditions consistent with the applicable Atlis Note as in effect immediately prior to the effective time. Each Nxu Warrant is subject to terms and conditions consistent with the applicable Atlis Warrant as in effect immediately prior to the effective time.

In connection with the Reorganization Merger, Nxu replaced Atlis as the publicly held corporation traded on the Nasdaq Stock Market LLC (“Nasdaq”). It is currently expected that, on May 15, 2023, shares of Nxu Class A Common Stock will commence trading under the ticker symbol “NXU” on Nasdaq.

The directors and executive officers of Nxu immediately following the completion of the Reorganization Merger are the same individuals who were directors and executive officers, respectively, of Atlis as of immediately prior to the Reorganization Merger.

Upon completion of the Reorganization Merger, Nxu Class A Common Stock was deemed to be registered under Section 12(b) of the Securities Exchange Act of 1934, as amended, pursuant to Rule 12g-3(a) promulgated thereunder and, for purposes of Rule 12g-3(a), Nxu is the successor issuer to Atlis. Future filings by Nxu with the Securities and Exchange Commission (the “SEC”) will be filed by Nxu under Atlis’s existing CIK number: 0001722969.

Following the Reorganization Merger, Atlis (which, as a result of the Reorganization Merger, became a wholly-owned subsidiary of Nxu) converted from a Delaware corporation into a Delaware limited liability company named “Atlis Motor Vehicles LLC” (the “Conversion” and, together with the Reorganization Merger, the “Reorganization”). Following the Reorganization, substantially all of the assets of Atlis Motor Vehicles LLC were distributed, assigned, transferred, conveyed and delivered to, and related liabilities of Atlis Motor Vehicles LLC were assumed by, Nxu.

The foregoing description of the Reorganization Agreement is not complete and is qualified in its entirety by reference to the Reorganization Agreement, a copy of which was filed as Appendix A to Nxu’s Registration Statement on Form S-4 filed with the SEC on April 17, 2023.

Item 3.03 Material Modification to Rights of Security Holdings.

The information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 3.03 by reference.

Item 5.01 Change in Control of Registrant.

The information set forth under Item 2.01 of this Current Report on Form 8-K is incorporated into this Item 5.01 by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On May 12, 2023, as of immediately following the effective time of the Reorganization Merger, the directors and executive officers of Atlis immediately prior to the Reorganization Merger were appointed to the same respective positions with Nxu. Each of the directors of Atlis was appointed to serve on the same committees of the board of directors of Nxu as such director had served on the board of directors of Atlis immediately prior to the Reorganization Merger.

Pursuant to the Reorganization Agreement, the directors of Atlis immediately following the consummation of the Reorganization Merger, but prior to the completion of the Conversion, were Mark Hanchett, Annie Pratt, Britt Ide and Caryn Nightengale.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On May 12, 2023, following the effective time of the Reorganization Merger, Atlis filed a Certificate of Conversion (the “Certificate of Conversion”) with the Secretary of State of the State of Delaware (the “Delaware Secretary”), which became effective upon filing, pursuant to which Atlis converted from a Delaware corporation to a Delaware limited liability company named “Atlis Motor Vehicles LLC.” In connection with the Conversion, the Certificate of Formation of Atlis Motor Vehicles LLC (the “Certificate of Formation”) was filed with the Delaware Secretary, which became effective upon filing, and Atlis Motor Vehicles LLC adopted that certain Limited Liability Company Agreement of Atlis Motor Vehicles LLC, dated as of May 12, 2023 (the “Limited Liability Company Agreement”).

The foregoing description is not complete and is qualified in its entirety by reference to the Certificate of Conversion, Certificate of Formation and Limited Liability Company Agreement, copies of which are filed as Exhibits 3.1, 3.2 and 3.3, respectively, hereto and incorporated into this Item 5.03 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit
3.1	Certificate of Conversion of Atlis Motor Vehicles Inc. to Atlis Motor Vehicles LLC, dated as of May 12, 2023
3.2	Certificate of Formation of Atlis Motor Vehicles LLC, dated as of May 12, 2023
3.3	Limited Liability Company Agreement of Atlis Motor Vehicles LLC, dated as of May 12, 2023
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Atlis Motor Vehicles Inc.

Date: May 12, 2023

By: /s/ Mark Hanchett

Mark Hanchett
Chief Executive Officer

STATE OF DELAWARE CERTIFICATE OF CONVERSION FROM A CORPORATION TO A
LIMITED LIABILITY COMPANY PURSUANT TO SECTION 18-214 OF THE LIMITED LIABILITY
COMPANY ACT

- 1.) The jurisdiction where the Corporation first formed is Delaware.

- 2.) The jurisdiction immediately prior to filing this Certificate is Delaware.

- 3.) The date the corporation first formed is November 9, 2016.

- 4.) The name of the Corporation immediately prior to filing this Certificate is
Atlis Motor Vehicles Inc.

- 5.) The name of the Limited Liability Company as set forth in the Certificate of
Formation is Atlis Motor Vehicles LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the
12th day of May, A.D. 2023.

By: /s/ Annie Pratt
Authorized Person

Name: Annie Pratt
Print or Type

STATE OF DELAWARE CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Atlis Motor Vehicles LLC.
2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

By: /s/ Annie Pratt
Authorized Person

Name: Annie Pratt
Print or Type

LIMITED LIABILITY COMPANY AGREEMENT

OF

ATLIS MOTOR VEHICLES LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of Atlis Motor Vehicles LLC, a Delaware limited liability company (the “**Company**”), dated as of May 12, 2023, by Nxu, Inc., as the sole member of the Company (the “**Member**”).

RECITALS

WHEREAS, the Company was formed through the conversion of Atlis Motor Vehicles Inc., a corporation originally incorporated in Delaware on November 9, 2016 under the name “Atlis Motor Vehicles Inc.”, into a Delaware limited liability company, effective as of the date hereof, in accordance with the provisions of the General Corporation Law of the State of Delaware and any successor statute, as amended from time to time (the “**DGCL**”) and the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the “**Act**”), and the Member desires to enter into a written agreement, in accordance with the provisions of Section 18-201 of the Act, governing the affairs of the Company and the conduct of its business.

ARTICLE 1**THE LIMITED LIABILITY COMPANY**

1.1 **Formation**. The Company was formed through the conversion of Atlis Motor Vehicles Inc., a corporation originally incorporated in Delaware on November 9, 2016 under the name “Atlis Motor Vehicles Inc.”, into a Delaware limited liability company pursuant to the DGCL and the Act. A Certificate of Formation for the Company as described in Section 18-201 of the Act (the “**Certificate of Formation**”) has been filed with the Office of the Secretary of State of the State of Delaware in conformity with the Act on May 12, 2023. The Member hereby ratifies and confirms the authority of each of Mark Hanchett and Annie Pratt as an “authorized person” within the meaning of Section 18-201 and 18-204 of the Act. The preparation, execution and filing of the Certificate of Formation is hereby authorized and ratified in all respects by the Member. The Company and, if required, the Member(s) shall execute or cause to be executed from time to time all other instruments, certificates, notices and documents and shall do or cause to be done all such acts and things as may now or hereafter be required for the conversion, formation, valid existence and, when appropriate, termination of the Company as a limited liability company under the laws of the State of Delaware.

1.2 **Name**. The name of the Company shall be “Atlis Motor Vehicles LLC” and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company’s operations are conducted.

1.3 **Business Purpose; Powers**. The Company is formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.4 **Registered Office and Agent**. The location of the registered office of the Company shall be 1209 Orange Street, Wilmington, County of New Castle, Delaware, 19801. The Company’s registered agent at such address shall be The Corporation Trust Company.

1.5 Term. Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

ARTICLE 2

THE MEMBER

2.1 The Member. The name and address of the Member are as follows:

Name
Nxu, Inc.

Address
**1828 N. Higley Rd. Ste 116
Mesa, AZ 85205**

2.2 Actions by the Member; Meetings. The Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

2.3 Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

2.4 Power to Bind the Company. The Member (acting in its capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

2.5 Admission of Members. Persons or entities may be admitted as members of the Company only upon the prior written approval of the Member.

ARTICLE 3

MANAGEMENT BY THE MEMBER

3.1 Management of the Company. The management of the Company is fully reserved to the Member, and the Company shall not have “managers,” as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company. In managing the business and affairs of the Company and exercising its powers, the Member shall act through resolutions adopted in written consents. Decisions or actions taken by the Member in accordance with this Agreement shall constitute decisions or action by the Company and shall be binding on the Company.

3.2 Officers and Related Persons. The Member shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Member deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

ARTICLE 4

CAPITAL STRUCTURE AND CONTRIBUTIONS

4.1 Capital Structure. The capital structure of the Company shall consist of one class of common interests (the “**Common Interests**”). All Common Interests shall be identical with each other in every respect. The Member shall own all of the Common Interests issued and outstanding as set forth on Exhibit A.

4.2 Uncertificated Form. The Common Interests shall be issued in an uncertificated form.

4.3 Capital Contributions. From time to time, the Member may determine that the Company requires capital and may make capital contribution(s) in an amount determined by the Member. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

ARTICLE 5

PROFITS, LOSSES AND DISTRIBUTIONS

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Member. In each year, profits and losses shall be allocated entirely to the Member.

5.2 Distributions. The Member shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Common Interests, the determined amount when, as and if declared by the Member. The distributions of the Company shall be allocated entirely to the Member.

ARTICLE 6

EVENTS OF DISSOLUTION

6.1 Dissolution. The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an "**Event of Dissolution**"):

- (a) The Member votes for dissolution; or
- (b) A judicial dissolution of the Company under Section 18-802 of the Act.

No other event, including, without limitation, the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member, shall cause the dissolution of the Company; provided, however, that in the event of any occurrence resulting in the termination of the continued membership of the last remaining member of the Company, the Company shall be dissolved unless, within 90 days following such event, the personal representative of the last remaining member agrees in writing to continue the Company and to the admission of such personal representative (or any other person or entity designated by such personal representative) as a member of the Company, effective upon the event resulting in the termination of the continued membership of the last remaining member of the Company.

ARTICLE 7

TRANSFER OF INTERESTS IN THE COMPANY

The Member may sell, assign, transfer, convey, gift, exchange, pledge, hypothecate or otherwise dispose of ("**Transfer**") any or all of its Common Interests to any person or entity; provided, however, that such person or entity to whom such Common Interests are Transferred shall be an assignee and shall have no right to participate in the Company's business and affairs unless and until such person or entity shall be admitted as a member of the Company upon (i) the prior written approval by the Member pursuant to Section 2.5 of this Agreement and (ii) receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are Transferred agreeing to be bound by the terms of this Agreement.

ARTICLE 8

EXCULPATION AND INDEMNIFICATION

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, nor any officers, directors, stockholders, partners, members, managers, employees, affiliates, representatives or agents of the Member, nor any officer, employee, representative or agent of the Company (individually, a “**Covered Person**” and, collectively, the “**Covered Persons**”) shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction contemplated hereby or thereby) taken or omitted by a Covered Person in good faith in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Covered Person by this Agreement, provided such act or omission does not constitute fraud, willful misconduct or gross negligence.

8.2 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative (“**Claims**”), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of the fact that he, she or it is a Covered Person or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (A) was brought to enforce such Covered Person’s rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred in defending any Claim by (y) the Member or any officer, director, stockholder, partner, member, manager, or affiliate of the Member shall be paid by the Company and (z) any other Covered Person may be paid by the Company, but only upon the prior written approval of the Member in its sole and absolute discretion, upon such terms and conditions, if any, as the Member deems appropriate, in each case, in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 8.2.

8.3 Amendments. Any repeal or modification of this Article 8 by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article 8, including the right to indemnification and to the advancement of expenses of a Covered Person, existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 9

MISCELLANEOUS

9.1 Tax Treatment. Unless otherwise determined by the Member, the Company shall be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall take such actions as may be necessary to maintain such treatment and to refrain from taking any actions inconsistent therewith, including in connection with any audit or examination of the Company or its Members. The Company and each of its partners shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

9.2 Amendments. Amendments to this Agreement and to the Certificate of Formation shall be effective only if approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

9.5 Limited Liability Company. The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Delaware or any other laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day first above written.

MEMBER:

Nxu, Inc.

By: /s/ Annie Pratt

Name: Annie Pratt

Title: President

[Signature Page to the Limited Liability Company Agreement of Atlis Motor Vehicles LLC]

EXHIBIT A
Schedule of Common Interests
As of May 12, 2023

Member	Percentage Interest	Common Interests
Nxu, Inc.	100%	100
