

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER is entered into by and between Wood Machinery Industry Association (“WMIA”), an Illinois nonprofit corporation, and Wood Machinery Manufacturers of America (“WMMA”), a Pennsylvania nonprofit corporation, hereinafter sometimes collectively referred to as “the Merging Organizations.”

WHEREAS, the Merging Organizations share the purpose of promoting the common business interests of those engaged in the domestic or foreign manufacture of woodworking machinery and ancillary equipment and/or the sale of such equipment in North America (“the Industry”); and

WHEREAS, representatives of the Merging Organizations met on numerous occasions to discuss the common interests of their organizations; and

WHEREAS, the representatives of the Merging Organizations concluded that the goals of each corporation would be most effectively achieved if WMMA were to merge into WMIA; and

WHEREAS, the Boards of Directors of the Merging Organizations have determined that the goals of each corporation would be most effectively achieved if the Merging Organizations were to merge; and

WHEREAS, the Boards of Directors of the Merging Organizations, in considering the shared interests of the Merging Organizations, the shared membership of the Merging Organizations, the history of cooperation between the Merging Organizations, and the efficiencies to be gained by combining the Merging Organizations into one entity, deem

it advisable and in the best interests of each that WMMA be merged with and into WMIA (the “Merger”), and have adopted resolutions approving this Agreement and Plan of Merger and authorizing that it be submitted to their respective members for approval, as required by applicable law.

NOW, THEREFORE, to effect the Merger, and in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto do hereby prescribe the terms and conditions of the merger and the mode of carrying the same into effect as follows:

1. Merger of WMMA into WMIA.

Upon the Effective Date of the Merger, WMMA shall be merged with and into WMIA, which shall be the Surviving Corporation, pursuant to the procedural provisions set forth in paragraph 10 hereof. The corporate existence of WMIA, with all of its purposes, powers and objects, shall, except as provided herein with respect to amendment of WMIA’s Articles of Incorporation and Bylaws, continue unaffected and unimpaired by the Merger.

Upon the Effective Date of the Merger, the separate corporate existence of WMMA shall cease, and thereupon WMMA and WMIA shall be a single corporation, to wit, WMIA, hereinafter sometimes referred to as the Surviving Corporation, and such Surviving Corporation shall be governed by the laws of the State of Illinois.

2. Vesting of Assets and Liabilities of WMMA in WMIA.

Upon the Effective Date of the Merger, all rights, immunities, privileges, powers and franchises of WMMA, both of a public and a private nature, all property, real, personal and mixed, all debts due on account, and all other things belonging to WMMA and all and every other interest, shall vest in the Surviving Corporation without further act or deed as effectually as they were vested in WMMA, and the Surviving Corporation shall thenceforth assume and be responsible for all debts, liabilities, obligations and duties of WMMA and all debts, liabilities, obligations and duties shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, obligation and duties had been incurred or contracted by it, but the liabilities of WMMA or of its directors or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with WMMA, and all rights of creditors of WMMA shall be preserved unimpaired, and any action or proceedings pending by or against WMMA may be prosecuted to judgment the same as if the merger had not taken place, which judgment shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place.

If at any time after the Effective Date of the Merger the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in the Surviving Corporation the title to any property or rights of WMMA acquired or to be acquired by reason of, or as a result of, the Merger, WMMA and its proper officers and directors shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to

such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, and the proper officers and directors of WMMA and the proper officers and directors of the Surviving Corporation are fully authorized in the name of WMMA or otherwise to take any and all such action.

3. Name of Surviving Corporation and Related Entity.

Upon the Effective Date of the Merger the name of the Surviving Corporation shall be become Wood Industry Association.

On or about the Effective Date of the Merger, WMIA or the Surviving Corporation shall cause the name of the WMIA Education Foundation to be changed to WIA Foundation and shall modify its stated corporate purposes to be consistent with those of the Surviving Corporation.

4. Articles of Incorporation of Surviving Corporation.

The Articles of Incorporation of the Surviving Corporation shall be and remain the Articles of Incorporation of WMIA, except that, upon the Effective Date of the Merger, such Articles of Incorporation shall thereupon be amended in the manner approved by the directors and the members of the Merging Organizations, as set forth in the resolutions included in Exhibit A hereto, which Exhibit A is incorporated herein and made a part hereof by reference. The WMIA Articles of Incorporation, as amended pursuant to the resolutions set forth in Exhibit A hereto, shall be the Articles of Incorporation of the Surviving Corporation until the same shall thereafter be altered,

amended or repealed from time to time in accordance with law, said Articles of Incorporation and the Bylaws of the Surviving Corporation.

5. Bylaws of Surviving Corporation.

The Bylaws of the Surviving Corporation shall be the Bylaws of WMIA, except that, upon the Effective Date of the Merger, the Bylaws shall thereupon be amended in the manner approved by the directors and the members of the Merging Organizations, as set forth in Exhibit B hereto. Such Amended Bylaws shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed from time to time in accordance with law, the Articles of Incorporation of the Surviving Corporation and said Bylaws.

6. Directors of Surviving Corporation.

On and after the Effective Date of the Merger, the members of the Board of Directors of the Surviving Corporation and the dates upon which their terms expire shall be as follows:

<u>Name</u>	<u>Term Expiration</u>
1. Friederick Braetzkus	12/31/24
2. Pascal Doucet	12/31/24
3. Rob Williamson	12/31/24
4. Brian Donahue	12/31/24
5. Joe Hammock	12/31/25
6. James Scarlett	12/31/25

7.	Allen Eden	12/31/25
8.	Gordon Burdis	12/31/25
9.	Jason Dingess	12/31/26
10.	Brett Reid	12/31/26
11.	Todd Phalen	12/31/26
12.	Alyson Onsrud-Strickland	12/31/26

For purposes of director term limits, directors 1 through 4 above shall not be deemed to have served a full term and shall be eligible to be nominated to serve two consecutive three-year terms beginning January 1, 2025. For purposes of director term limits, directors 5 through 12 above shall be deemed to have served one full term and shall be eligible to be nominated to serve one additional consecutive term beginning January 1, 2026 and January 1, 2027, respectively.

The manner of electing directors beginning in 2024 shall be as set forth in the Bylaws of the Surviving Corporation, as amended. For purposes of such elections beginning in 2024, the members of the Nominating Committee of the Surviving Corporation and the dates upon which their terms expire shall be as follows:

<u>Name</u>	<u>Term Expiration</u>
1. Allen Eden, Chair	12/31/25
2. Paul Wilmes	12/31/24
3. Jack Ragan	12/31/24
4. Rick Braun	12/31/24
5. Mark Craig	12/31/24
6. Jeff Hatch	12/31/25

- 7. Pascal Doucet 12/31/25
- 8. Scott Masse 12/31/25

7. Officers/Management of Surviving Corporation.

On and after the Effective Date of the Merger, the elected officers of the Surviving Corporation, whose terms shall expire on December 31, 2025, shall be as follows:

Chair – James Scarlett

Chair-Elect – Joe Hammock

Secretary/Treasurer – Gordon Burdis

Immediate Past Chair - Allen Eden

The manner of electing officers of the Surviving Corporation in subsequent years shall be as set forth in the Bylaws of the Surviving Corporation, as amended and attached hereto as Exhibit B, provided, however, that, at its final meeting in 2025, the Board of Directors of the Surviving Corporation shall elect a Chair-Elect from among the directors who are representatives of Domestic Manufacturer Section members.

On the Effective Date the Surviving Corporation shall be managed by Stringfellow Management Group, Inc., and its CEO/Executive Director shall be Fred Stringfellow.

8. Membership.

All members of WMMA on the day preceding the Effective Date of the Merger shall automatically become members of the Surviving Corporation on the Effective Date

of the Merger, provided that, beginning on the Effective Date, each such new member of the Surviving Corporation shall have a period of thirty (30) days within which to withdraw from membership by providing written notice of withdrawal to the Secretary/Treasurer. All members of the Surviving Corporation on and after the Effective Date of the Merger shall thereafter be subject to all of the requirements of membership as set forth in the Articles of Incorporation and the Bylaws of the Surviving Corporation and this Agreement and Plan of Merger. Obligations due to WMMA as of the Effective Date of the Merger shall thereafter be and remain due to the Surviving Corporation.

9. Membership Dues.

The dues in the Surviving Corporation for calendar year 2024 shall be Six Hundred Dollars (\$600.00) per year per member. Thereafter, dues in the Surviving Corporation shall be as determined from time to time by the Board of Directors of the Surviving Corporation.

10. Procedural Provisions.

(a) Submission to Boards of Directors and Members.

This Agreement and Plan of Merger shall comply with the provisions of the nonprofit corporation acts in the State of Illinois and the Commonwealth of Pennsylvania.

This Agreement and Plan of Merger has been approved by the Boards of Directors of WMIA and WMMA in accordance with and in the manner provided in

Illinois and Pennsylvania law and the Articles of Incorporation of each of the Merging Organizations.

This Agreement and Plan of Merger shall be submitted to the members of WMIA for approval in accordance with and in the manner provided in the Illinois Nonprofit Corporation Act and the Articles of Incorporation of WMIA.

This Agreement and Plan of Merger shall be submitted to the members of WMMA for approval in accordance with and in the manner provided in the Pennsylvania Nonprofit Corporation Act and the Articles of Incorporation of WMMA.

(b) Effective Date of the Merger.

Provided that the members of WMIA and WMMA shall have approved and adopted this Agreement and Plan of Merger by the vote required by their respective state corporation statutes and articles of incorporation, and provided further that all necessary and appropriate certificates have been obtained from state authorities, and provided further that this Agreement and Plan of Merger and all appropriate Articles of Merger and certificates in respect thereof have been filed and/or recorded in accordance with the statutes of Illinois and Pennsylvania, the Merger shall become effective upon the latter of January 1, 2024 or the date upon which the final Certificate of Merger is issued.

11. Assets, Liabilities, Reserves, Accounts.

Upon the Effective Date of the Merger, the assets, liabilities, reserves and accounts of WMMA shall be taken upon the books of the Surviving Corporation.

12. Corporate Acts of WMMA.

All corporate acts, plans and policies of WMMA, its members, Board of Directors, committees, officers and agents, to the extent not inconsistent with the acts, plans or policies of the Surviving Corporation, which were valid and effective immediately prior to the Effective Date of the Merger shall be taken for all purposes as the acts, plans and policies of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to WMMA.

13. Representations, Warranties and Covenants.

(a) WMMA represents, warrants and covenants as follows:

(i) WMMA is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to make and perform this Agreement and Plan of Merger according to its terms.

(ii) No approval of this Agreement and Plan of Merger by any regulatory authority is required by law, and neither this Agreement and Plan of Merger nor the performance thereof will violate any provisions of the WMMA Articles of Incorporation or Bylaws or equivalent governing instruments of WMMA or any applicable law or regulation of any governmental authority.

(iii) WMMA is not subject to any charter, bylaw, indenture, judgment or other restriction which would prevent the consummation of the transactions contemplated in this Agreement and Plan of Merger.

(iv) WMMA is not subject to any pending or threatened litigation or proceeding which might materially and adversely affect its financial condition or its continued

operations. WMMA has provided its most recent financial statement and IRS Form 990 to the Board of Directors of WMIA.

(b) WMIA represents, warrants and covenants as follows:

(i) WMIA is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power and authority to make and perform this Agreement and Plan of Merger according to its terms.

(ii) No approval of this Agreement and Plan of Merger by any regulatory authority is required by law, and neither this Agreement and Plan of Merger nor the performance thereof will violate any provisions of the WMIA Articles of Incorporation or Bylaws or equivalent governing instruments of WMIA or any applicable law or regulation of any governmental authority.

(iii) WMIA is not subject to any charter, bylaw, indenture, judgment or other restriction which would prevent the consummation of the transactions contemplated in this Agreement and Plan of Merger.

(iv) WMIA is not subject to any pending or threatened litigation or proceeding which might materially and adversely affect its financial condition or its continued operations. WMIA has provided its most recent financial statement and IRS Form 990 to the Board of Directors of WMMA.

14. Governing Law.

This Agreement and Plan of Merger shall be construed in accordance with the laws of Illinois and Pennsylvania, as applicable.

15. Agent for Service of Process in the Commonwealth of Pennsylvania.

The Surviving Corporation shall be subject to service of process in the Commonwealth of Pennsylvania in any proceeding for the enforcement of any obligation of WMMA and shall irrevocably appoint the Pennsylvania Secretary of State as its agent to accept service of process in any such proceeding.

16. Notice of Material Facts.

WMMA and WMIA shall immediately give to the other notice of any claim, event or transaction that would or does materially and adversely affect its business, properties, operations or financial condition. Any notice required hereunder shall be given by electronic mail and overnight courier to the Executive Director of the other corporation at its office address.

17. Cooperation in Carrying Out Agreement.

WMMA and WMIA agree to cooperate in carrying out the provisions of this Agreement and Plan of Merger to the end that the Merger contemplated herein may be duly consummated, and, until such consummation, to carry on business and conduct their affairs in, and only in, the usual and customary manner.

WMMA and WMIA specifically agree to cooperate in adopting amendments to their International Woodworking Fair LLC (the “LLC”) Amended and Restated Operating Agreement, as necessitated by the Merger and as advised by counsel to the LLC.

18. Termination.

This Agreement and Plan of Merger shall be considered terminated and abandoned in the event that it is not approved by the members of either of the Merging Organizations.

The Board of Directors of WMMA or the Board of Directors of WMIA may, at its option, terminate and abandon this Agreement and Plan of Merger at any time prior to the Effective Date upon receipt of a disclosure required by paragraph 16 hereof or upon learning of facts which should have been disclosed under said paragraph 16.

In the event of the termination and abandonment of this Agreement and the Merger, this Agreement shall become void and have no effect, and there shall be no liability on the part of either organization, their members, directors or officers in respect thereof.

19. No Rights or Remedies in Third Parties.

Except as otherwise expressly provided in this Agreement and Plan of Merger, nothing herein expressed or implied is intended, or shall be construed, to confer upon or give any person, firm or corporation other than WMMA and WMIA and their respective members any rights or remedies under or by reason of this Agreement and Plan of Merger.

20. Execution of Counterparts.

This Agreement and Plan of Merger may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement and Plan of Merger.

21. Entire Agreement

This Agreement and Plan of Merger, together with its referenced exhibits, supersedes all prior merger agreements, written or oral, between WMMA and WMIA as of the date of execution hereof. This Agreement and Plan of Merger shall constitute the entire agreement among the parties and shall not be modified except by a further agreement in writing executed by authorized representatives of the parties.

22. Severability.

In the event that, for any reason, any provision of this Agreement and Plan of Merger is construed to be invalid, the invalidity of such provision is not to be considered or held to impair or invalidate any other provision of this Agreement and Plan of Merger unless a failure of consideration would result thereby.

23. Filing of Required Documents.

The parties hereby agree to file in a timely manner such documents as are required, in the opinion of counsel, to be filed with any governmental authority.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed on the dates indicated below.

WOOD MACHINERY INDUSTRY ASSOCIATION

By: _____ Date: _____
James Scarlett, Chairman

WOOD MACHINERY MANUFACTURERS OF AMERICA

By: _____ Date: _____
Allen Eden, President

EXHIBIT A

RESOLUTION NO. 1

RESOLVED, that Article I of the Articles of Incorporation of the Wood Machinery Industry Association, which currently provides as follows:

The name of the Corporation is: Woodworking Machinery Industry Association.

shall, on the effective date of the merger of the Wood Machinery Manufacturers of America into the Wood Machinery Industry Association, Inc., be amended to provide as follows:

The name of the Corporation is: Wood Industry Association.

RESOLUTION NO. 2

RESOLVED, that Article 5.A of the Articles of Incorporation of the Wood Machinery Industry Association, which currently provides as follows:

The purpose or purposes for which the corporation is organized are:

- A. To improve management operations, marketing programs, sales techniques, merchandising and distribution functions of imported woodworking machinery units;

shall, on the effective date of the merger of the Wood Machinery Manufacturers of America into the Wood Machinery Industry Association, Inc., be amended to provide as follows (new language underscored; deleted language ~~stricken~~):

The purpose or purposes for which the corporation is organized are:

- A. To improve management operations, marketing programs, sales techniques, merchandising and distribution functions of ~~imported woodworking machinery units~~ those engaged in the domestic or foreign manufacture of woodworking machinery and ancillary equipment and/or the sale of such equipment.

EXHIBIT B
BYLAWS OF THE
WOOD INDUSTRY ASSOCIATION
As Amended Effective January 1, 2024

Article I.

Name of Association

The name of this organization shall be Wood Industry Association (“the Association”).

Article II.

Purposes

The purposes of this Association shall be promotion of the common business interests of those engaged in the domestic or foreign manufacture of woodworking machinery and ancillary equipment and/or the sale of such equipment in North America (“the Industry”).

In furtherance of these purposes, but not in limitation thereof, the Association shall have the power:

- (1) To consider and deal with problems of management arising within the area of manufacturing, importing or distribution, promote activities designed to enable the members to conduct their respective businesses with the greatest economy and efficiency and to promote a high plane of business ethics for those engaged in the distribution, importing and manufacturing of woodworking machinery so that the interests of all of the Industry and the general public in relation thereto will be best served.
- (2) To improve relations between Manufacturers, Distributors and Importers and to promote understanding and the common good of the Industry through all lawful measures.
- (3) To originate and administer management research; operations, financial and marketing statistics; industry meetings; management education and employee training.
- (4) To improve management operations, marketing programs, sales techniques, merchandising and distribution functions of woodworking machinery and related equipment.
- (5) To encourage relations between its members and others engaged in the woodworking industries.
- (6) To cooperate with other national associations in problems of trade relations and in the improvement of service to the public.
- (7) To represent the Industry to the public, government, industry and other

associations.

- (8) To do anything necessary and proper for the accomplishment of any purposes herein set forth, or which shall be recognized as proper and lawful objectives.

Article III. Membership

Section 1. Active Membership.

Any business entity or individual engaged in the domestic or foreign manufacture of woodworking machinery, ancillary equipment or supplies and/or the sale of such machinery, equipment or supplies in North America and having a physical presence in North America shall be eligible to apply to become an Active Member of the Association.

After approval of the application by a majority vote of the Board of Directors, the applicant may become an Active Member upon subscribing to the Association's Constitution, Bylaws and Code of Ethics and paying all fees and dues.

Each Active Member shall be entitled to one vote on all matters presented to the Membership and shall designate in writing an owner, principal or senior executive as the person entitled to cast such Active Member's vote.

Section 2. Associate Membership.

(a) Any business entity or individual whose activities and specialized services support the Association's basic purposes, but who or which does not meet the criteria for Active membership, shall be eligible to apply for Associate Membership. Associate Members may include, but shall not be limited to, law and accounting firms, trade publications, banks, finance, data processing, public relations/advertising companies and management consultants. Associate members shall not be entitled to vote. Upon receipt and approval of an application by the Board of Directors, the applicant may become an Associate Member of the Association.

(b) Educational institutions that have an accredited woodworking curriculum shall be eligible to apply for Associate Membership in the Association. Employees, consultants or other individuals affiliated with educational institutions shall not be eligible for membership but may be designated as an educational institution's representative to the Association.

Section 3. Membership Category.

The Board of Directors shall have final authority to determine whether an applicant for membership in the Association is eligible for such membership and, if so,

in which membership category.

Section 4. Member Suspension and Removal.

Members who or which fail to pay Membership dues or assessments when due shall be delinquent. Members which are delinquent without satisfactory explanation may be suspended. Members suspended for such delinquency may apply for reinstatement within a period of one year and may be reinstated upon payment of all dues or assessments past due.

Any Member who or which violates its obligations under the Bylaws, the Code of Ethics or any duly adopted policy of the Association, or which otherwise acts contrary to the best interest of the Association, as determined by the Board of Directors, shall be subject to expulsion pursuant to due process procedures established by the Board of Directors.

Section 5. Member Resignation.

Any Member may resign or terminate its membership by providing notice in writing to the Association's office at least thirty days prior to the expiration of such Member's current year's dues; no membership dues or fees paid will be refunded.

Article IV.

Dues and Assessments

The annual dues for all membership categories shall be established by the Board of Directors. The Board of Directors shall also have the authority to establish member assessments in addition to annual dues.

Article V.

Officers and Board of Directors

Section 1.

The officers of the Association shall consist of a Chair of the Board, a Chair-Elect of the Board, a Secretary/Treasurer and an Immediate Past Chair. The Officers shall serve without compensation. Ordinary expenses incurred by the Officers in carrying out their duties on behalf of the Association may be reimbursed subject to the approval of the Secretary/Treasurer.

Section 2.

The Chair of the Board, Chair-Elect of the Board, and Secretary/Treasurer shall be elected as provided in Article VII, Section 4 and shall hold office for a term of two years, or until their successors are elected and qualified. The Immediate Past Chair shall also serve a term of two years.

Section 3.

The Board of Directors shall employ or engage a management services company to provide a staff head who shall have the title of CEO or Executive Director. The CEO/Executive Director shall recommend and participate in the formulation of new policies, make decisions within existing policies as established by the Board of Directors and shall be responsible for management functions.

Section 4.

(a) The Board of Directors shall be twelve (12) in number and be composed of the following:

- (1) The Chair of the Board, Chair-Elect of the Board, Secretary/Treasurer and Immediate Past Chair.
- (2) Representatives of eight (8) Active Members of the Association.

- (b) The Chair of the Board shall preside over the Board of Directors.
- (c) Directors shall be elected to staggered three-year terms. No director shall serve more than two consecutive full three-year terms unless elected to the position of Chair-Elect or Secretary/Treasurer, in which case such person's term as a director shall be extended to coincide with such person's officer terms.
- (d) No more than one representative from the same member shall serve on the Board of Directors at the same time. If a change in employment, merger, acquisition or similar event results in more than one representative from the same member serving on the Board of Directors simultaneously, such persons shall determine who shall resign, and, failing such a determination by such persons, the Board of Directors shall make that determination.

Section 5. Vacancies.

Any vacancy on the Board of Directors may be filled by the Board of Directors. Any person appointed to the Board of Directors hereunder shall serve the unexpired term of his or her predecessor.

Section 6. International Woodworking Fair.

The Association's representatives to the Management Committee of the International Woodworking Fair shall be selected by the Board of Directors of the Association.

Section 7. Resignation/Removal of Directors.

A Director may resign from the Board of Directors at any time by providing written notice thereof to the Secretary/Treasurer or, in the case of the resignation of the Secretary/Treasurer, to the Chair of the Board of Directors. Directors missing two consecutive Board meetings shall be deemed to have resigned from the Board of Directors unless such absences are excused by the affirmative act of the Board.

A Director may be removed from the Board of Directors by a two-thirds vote of the Active Members at any meeting at which a quorum is present.

Article VI.

Committees

Section 1. Executive Committee.

The Executive Committee shall consist of the Chair of the Board, Chair-Elect of the Board, the Immediate Past Chair, and the Secretary/Treasurer. Between meetings of the Board of Directors, the Executive Committee shall have authority, subject to such limitations as the Board of Directors may prescribe, to take all action which the Board of Directors is authorized to act upon and shall report its action to the Board of Directors at the next meeting following such action. Attendance at meetings of the Executive Committee shall be limited to Executive Committee members, necessary members of the Association's staff and invited guests.

Section 2. Finance Committee.

The Finance Committee shall be chaired by the Secretary/Treasurer and shall include at least three additional members appointed by the Board of Directors. The Committee, which shall meet as necessary as determined by its Chair, shall provide rules and regulations for the authorization of expenditures and the approval of vouchers for the payment of money, and prepare a suggested budget for the ensuing fiscal year. All expenditures, payment of money and financial obligations of the Association are subject to the jurisdiction of the Committee, and an audit or review of the books of the Association shall be made by a firm of Certified Public Accountants at least once every other year.

Section 3. Membership Committee.

The Chair of the Board shall, with the approval of the Board of Directors, appoint a Membership Committee, which Committee shall meet from time to time, as requested by the Committee Chair, for the purpose of passing upon all applications for membership in the Association and for such other business as may come before it. It shall be the duty of the Membership Committee to examine all proposals for membership and make recommendations thereon to the Board of Directors.

The purpose of the Membership Committee shall also include providing strategic coordination of the eligibility requirements set forth for each membership category. The goal of the Committee is to maintain membership categories consistent with realities of the industry structure. The Committee is charged with recommending the creation of member programs, benefits, and services for membership recruitment and retention.

Section 4. Other Committees.

The Chair of the Board shall, with the approval of the Board of Directors, appoint such other committees as the Board, from time to time, shall deem necessary. Committee chairs shall be appointed by the Chair of the Board. Unless otherwise provided by the Board of Directors, Representatives of all Active Members and, to the extent permitted by the Board of Directors, Associate Members, shall be entitled to participate on committees, subject to each committee's attendance and participation rules.

Article VII.

Elections

Section 1. Nominating Committee.

The Chair of the Board shall, with the approval of the Board of Directors, appoint a Nominating Committee, to be chaired by the Immediate Past Chair, not less than 60 days before the end of each calendar year. The duty of the Committee shall be to recommend, for Board of Directors approval, at least one candidate for the position of each director whose term is expiring.

Section 2. Nomination by Petition.

Any Active Member of the Association may nominate a candidate qualified for the Board of Directors by submitting a nominating petition to the Association signed by representatives of at least 20 Active Members supporting the nomination and accompanied by a statement of the candidate that he or she will serve if elected. The

petition must be received by the Association not less than 60 days prior to the date of the scheduled election.

Section 3. Director Election.

The election of directors shall be held during the Annual Meeting or, at the discretion of the Board of Directors, by any other means permitted under applicable law. Each Active Member of this Association shall be entitled to one vote only, and the candidate or candidates who shall receive the most votes shall be elected.

Section 4. Officer Election.

Prior to the conclusion of each odd-numbered year, at its final meeting of such year and consistent with procedures adopted by the Board, the outgoing Board of Directors shall elect from among its members a Chair-Elect and a Secretary/Treasurer. The Board of Directors may determine to conduct the election of officers other than at a meeting to the extent permitted by applicable law. The Chair-Elect and Secretary/Treasurer, shall take office on January 1 of the immediately following year.

Article VIII.

Chair of the Board

It shall be the duty of the Chair of the Board to preside at all meetings of the Association, the Board of Directors, and the Executive Committee. He or she shall appoint all committees and shall be an *ex officio* member of all committees. The Chair of the Board shall serve one (1) two-year term and, upon conclusion of that term, shall automatically succeed to the office of Immediate Past Chair.

Article IX.

Chair-Elect of the Board

It shall be the duty of the Chair-Elect of the Board to act in the absence of the Chair of the Board. The Chair-Elect of the Board shall serve one (1) two-year term and, upon conclusion of that term, shall automatically succeed to the office of Chair of the Board of Directors.

Article X.

Secretary/Treasurer

The Secretary/Treasurer shall be responsible for the funds of the Association and shall submit to the Members annually, or any time on demand of the Chair of the Board or Board of Directors, a written report of receipts and expenditures.

It shall be the duty of the Secretary/Treasurer, or any other person so directed by the Board of Directors, to collect all monies due the Association, and disburse the same, and such other work as may be provided by the Chair of the Board and Directors.

It shall be the duty of the Secretary/Treasurer or any other person so directed by the Board of Directors to keep a record of all meetings and to attend to and keep all correspondence of the Association.

The Secretary/Treasurer shall serve a two-year term. No person may serve more than three (3) consecutive full two-year terms as Secretary/Treasurer.

The Board of Directors may delegate all or any portion of the duties of the Secretary/Treasurer to the Association's professional management staff.

Article XI.

Meetings of the Board of Directors

Section 1. Board of Directors Meetings.

The Board of Directors shall meet at the Annual Meeting or upon call of the Chair of the Board, at such place as the majority of the Directors may select; the Board of Directors shall meet approximately four times per year. The Board of Directors may determine to hold its meetings virtually as and to the extent permitted by applicable law. Attendance at meetings of the Board of Directors shall be limited to directors, necessary members of the Association's staff and invited guests. It shall be its duty to perform such duties from time to time as may be necessary for carrying out the spirit and intent for which the Association was organized. It shall have charge of the disbursement of all funds of the Association and have power to engage or employ the professional management staff necessary to carry on the work of the Association.

Section 2. Quorum.

A majority of the number of directors fixed by these Bylaws shall constitute a quorum for transaction of business at any meeting of the Board of Directors, provided that if less than a majority of such number of directors are present at said meeting, a

majority of the directors present may adjourn the meeting at any time without further notice.

Section 3. Manner of Acting.

The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these Bylaws or the Association's Articles of Incorporation.

Section 4. Special Meetings.

Special meetings of the Board of Directors may be called by or at the request of the Chair of the Board or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

Section 5. Notice.

Notice stating the place, day and hour of any meeting of the Board of Directors shall be delivered by mail, e-mail or other electronic means, to each director entitled to vote at such meeting, not less than five or more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. Notice shall be deemed given upon the earlier of actual receipt by any means or refusal of delivery.

Section 6. Informal Action by the Board of Directors.

The authority of the Board of Directors may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all directors entitled to vote.

Article XII.

Meetings of Members

Section 1. Annual Meeting.

The date and place of the Annual Meeting shall be selected by the Board of Directors. Notice of the time and place of the Annual Meeting shall be sent pursuant to Section 5 below by the Secretary/Treasurer or his designate to each member at least sixty days prior to the meeting. As and to the extent permitted by applicable law, the Board of Directors may determine that any meeting of the members shall be conducted virtually.

Section 2. Quorum.

The Active Members present at any regular meeting of the Association shall constitute a quorum for the transaction of business.

Section 3. Voting Procedure.

The Active Members of the Association shall constitute the voting body at the Annual Meeting. Each Active Member company present at the Annual Meeting shall be entitled to one vote and shall be entitled to vote by proxy.

Section 4. Informal Action by Members

Any action of the members required or permitted to be taken at a meeting may be taken by the informal action by ballot procedure provided for under applicable Illinois law.

Section 5. Notice of Meetings.

Notice stating the place, day and hour of any meeting of members shall be delivered by mail, e-mail or other electronic means, to each member entitled to vote at such meeting, not less than five or more than forty days before the date of such meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. Notice shall be deemed given upon the earlier of actual receipt by any means or refusal of delivery.

Article XIII.

Sections

The Active Members shall be assigned to one or more Sections based upon their location and position in the chain of distribution of the industry's products. Sections may include the following: Foreign Manufacturer, Domestic Manufacturer, Importer, Distributor and any other Section determined by the Board of Directors to be necessary and appropriate. Each Section shall track issues of specific interest to its members, shall have a Section Chair elected by its members and approved by the Board of Directors, shall meet at the call of the Section Chair, and shall be authorized to propose Association programs or actions to the Board of Directors for its approval; no Section shall be entitled to take action on behalf of itself or the Association without the prior approval of the Board of Directors. All Section members shall receive notice of all Section meetings and shall, if in good standing, be entitled to attend such meetings and participate in the business of the Section.

Article XIV

Amendment

These Bylaws may be altered or amended by a two-thirds vote of the Board of Directors, provided that notice is given by mail at least 30 days in advance; together with a copy of the proposed changes and the reasons therefore.

Article XV.

Indemnification

The Association shall, to the fullest extent permitted by applicable law, defend, indemnify and hold harmless the current and former Directors, Officers and staff of the Association from and against any loss or expense incurred or suffered due to or arising out of any claim or claims made against such Directors, Officers and Staff by reason of the fact that he or she is or was a Director, Officer or on the staff of the Association.

As Amended effective 01/01/24