

AGREEMENT AND PLAN OF MERGER – DRAFT

(subject to approval by the membership)

This AGREEMENT AND PLAN OF MERGER (this “*Agreement*”), dated as of [_____], 2018, is by and between The Committee of 200, an Illinois not for profit corporation (the “*Illinois Corporation*”), and The Committee of 200 Foundation, a Missouri nonprofit corporation (the “*Missouri Corporation*”).

WHEREAS, Illinois Corporation is an Illinois not for profit corporation organized exclusively for the purposes set forth in Internal Revenue Code (“*IRC*”) Section 501(c)(6);

WHEREAS, the Missouri Corporation is a Missouri nonprofit corporation organized exclusively for purposes set forth in IRC Section 501(c)(3);

WHEREAS, the Board of Directors of the Illinois Corporation deems it to be in the best interests of the Illinois Corporation to merge with and into the Missouri Corporation;

WHEREAS, the Board of Directors of the Missouri Corporation deems it to be in the best interests of the Missouri Corporation to merge the Illinois Corporation with and into the Missouri Corporation;

WHEREAS, the respective Boards of Directors of the Missouri Corporation and the Illinois Corporation have approved the merger (the “*Merger*”) of the Illinois Corporation with and into the Missouri Corporation, with the Missouri Corporation surviving the Merger, pursuant to the terms and conditions of this Agreement; and

WHEREAS, on [_____], 2018, the members of the Illinois Corporation approved this Agreement and approved the Merger;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which each party hereby acknowledges, the parties agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, the Illinois Corporation shall be merged with and into the Missouri Corporation at the Effective Time (as hereinafter defined). Following the Merger, the separate corporate existence of the Illinois Corporation shall cease and the Missouri Corporation shall continue as the surviving corporation (the “*Surviving Corporation*”) and shall succeed to and assume all the rights and obligations of the Illinois Corporation.

2. **Effective Time.** The Merger shall become effective on January 1, 2019 (the “*Effective Time*”).

3. **The Surviving Corporation.** At the Effective Time:

(a) **New Name.** At the Effective Time, the name of the Surviving Corporation shall be changed to “The Committee of 200”.

(b) **Articles of Incorporation.** The Articles of Incorporation of the Missouri Corporation shall be the Articles of Incorporation of the Surviving Corporation until thereafter

amended as provided by applicable law and such Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be amended as set forth on Exhibit A.

(c) Bylaws. The Bylaws of the Missouri Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided by law, the Articles of Incorporation of the Surviving Corporation or such Bylaws. At the Effective Time, the Bylaws of the Surviving Corporation shall be amended and restated as set forth on Exhibit B.

(d) Directors and Officers. The directors of both the Illinois Corporation and the Missouri Corporation immediately prior to the Effective Time shall be the Directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation. The officers of the Illinois Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation, in each case until their successors are duly elected or appointed and qualified, or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Articles of Incorporation and Bylaws.

(e) Members. At the Effective Time, by virtue of the Merger and without any further action, members of good standing of the Illinois Corporation shall automatically become members of the Surviving Corporation. No such member shall receive or be paid cash or other consideration in connection with the transfer of membership from the Illinois Corporation to the Surviving Corporation.

4. General Provisions.

(a) Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that the parties need not sign the same counterpart.

(b) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, except to the extent that the Missouri Nonprofit Corporation Act controls with respect to certain matters.

(c) Partial Validity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

