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DIVISION OF CORPORATIONS  
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MERGER OR SHARE EXCHANGE  
ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER  
OF  
PONTE VEDRA BEACH CHAMBER OF COMMERCE, INC.  
INTO  
ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC.

Pursuant to the provisions of Section 617.1105, Florida Statutes, the undersigned corporations adopt the following Articles of Merger for the purpose of merging PONTE VEDRA BEACH CHAMBER OF COMMERCE, INC., a Florida not for profit corporation, into ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC., a Florida not for profit corporation.

1. Attached hereto as Exhibit "A" and incorporated herein by reference as fully as if set forth herein verbatim is a copy of the Plan of Merger to effect the merger of PONTE VEDRA BEACH CHAMBER OF COMMERCE, INC. into ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC. ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC. shall be the surviving corporation.

2. The effective date of this merger shall be 5:00 p.m. on March 6, 2013 or, if later, the date upon which these Articles of Merger are filed with the Florida Secretary of State.

3. The Plan of Merger referred to in Paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the Boards of Directors of ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC. and PONTE VEDRA BEACH CHAMBER OF COMMERCE, INC., respectively, by resolutions dated February 8, 2013.

4. The Plan of Merger referred to in paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the Members of ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC. by resolutions dated February 15,

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2013. The number of votes cast for the merger was sufficient for approval and the vote on the plan was eighty-three (83) in favor and zero (0) against.

5. The Plan of Merger referred to in paragraph 1 above was duly approved and adopted in the manner prescribed by Section 617.1103, Florida Statutes, by the Members of PONTE VEDRA BEACH CHAMBER OF COMMERCE, INC. by resolutions dated February 15, 2013. The number of votes cast for the merger was sufficient for approval and the vote on the plan was fifty-four (54) in favor and two (2) against.

IN WITNESS WHEREOF, PONTE VEDRA BEACH CHAMBER OF COMMERCE, INC. and ST. JOHNS COUNTY CHAMBER OF COMMERCE, INC. have caused these Articles of Merger to be signed in their corporate names as of the 6<sup>th</sup> day of March, 2013.

ST. JOHNS COUNTY CHAMBER OF  
COMMERCE, INC.

By: [Signature]  
Print Name: DAN ALANDER  
Its: Chairman

PONTE VEDRA BEACH CHAMBER OF  
COMMERCE, INC.

By: [Signature]  
Print Name: FELICIA COX  
Its: President

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### AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of March 6, 2013, between St. Johns County Chamber of Commerce, Inc., a Florida not for profit corporation ("St. Johns"), and Ponte Vedra Beach Chamber of Commerce, Inc., a Florida not for profit corporation ("Ponte Vedra").

### RECITALS

WHEREAS, St. Johns is a not for profit corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Ponte Vedra is a not for profit corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Board of Directors of St. Johns and the Board of Directors of Ponte Vedra deem it advisable to merge Ponte Vedra with and into St. Johns so that St. Johns is the surviving corporation on the terms provided herein (the "Merger").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I MERGER

1.1 *The Merger.* This Agreement is a Plan of Merger pursuant to Section 617.1101, et seq., Florida Statutes. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, and subject to the applicable provisions of the Florida Not for Profit Corporation Act (the "Act"), including without limitation Section 617.1101, et seq., Florida Statutes, Ponte Vedra will merge with and into St. Johns and St. Johns shall file Articles of Merger executed by both parties with the Secretary of State of the State of Florida in accordance with the provisions of the Act and shall make all other filings or recordings required by Florida law in connection with the Merger. The Merger shall become effective as of 5:00 p.m. on March 6, 2013 or, if later, the date upon which Articles of Merger are filed with the Secretary of State of the State of Florida (the "Effective Time"). Upon the Effective Time, the separate corporate existence of Ponte Vedra shall cease and St. Johns shall be the surviving corporation (the "Surviving Corporation"). St. Johns County Chamber of Commerce, Inc. and Ponte Vedra Beach Chamber of Commerce, Inc., collectively, shall be referred to herein as the "Constituent Corporation".

1.2 *Conditions to the Merger.* The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver (except as provided in this Agreement) of the following conditions:

(a) This Agreement shall have been adopted by the Board of Directors of St. Johns, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of St. Johns;

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(b) This Agreement shall have been adopted by the Members of St. Johns, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of St. Johns;

(c) This Agreement shall have been adopted by the Board of Directors of Ponte Vedra, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of Ponte Vedra;

(d) This Agreement shall have been adopted by the Members of Ponte Vedra, in accordance with the requirements of the Act and the Articles of Incorporation and Bylaws of Ponte Vedra; and

(e) All consents or approvals required to be obtained by either party to consummate the transactions contemplated hereunder shall have been obtained.

1.3 *Effect of Merger.* At the Effective Time, the Surviving Corporation shall continue its corporate existence as a Florida not for profit corporation. The Surviving Corporation shall possess and retain every interest in all assets and property of every description of each of the Constituent Corporations. The rights, privileges and immunities, powers, franchises and authority of a public as well as of a private nature of each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, subject, however, to the limitations on the powers of St. Johns County Chamber of Commerce, Inc. imposed by its Articles of Incorporation and Florida law. The title to and any interest in all real and personal property vested in any of the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger. All obligations belonging to or due to each of the Constituent Corporations shall be vested in the Surviving Corporation without further act or deed, and the Surviving Corporation shall be liable for all obligations of each of the Constituent Corporations existing as of the Effective Time.

1.4 *Certificate of Incorporation; Bylaws.*

(a) The Articles of Incorporation of St. Johns in effect immediately prior to the Effective Time shall continue to be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time.

(b) The Bylaws of St. Johns in effect immediately prior to the Effective Time shall be amended and replaced in their entirety by the Amended and Restated Bylaws of St. Johns County Chamber of Commerce, Inc. attached hereto as Exhibit "A" (the "Amended Bylaws"). The Amended Bylaws shall be the Bylaws of the Surviving Corporation from and after the Effective Time.

1.5 *Directors and Officers of the Surviving Corporation.* The directors and officers of St. Johns in effect immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation immediately following the Merger.

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## ARTICLE II CONVERSION OF MEMBERSHIPS

2.1 *St. Johns Memberships.* Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any membership of St. Johns, each membership of St. Johns issued and outstanding immediately prior to the Effective Time shall remain unchanged and continue to remain outstanding as a membership of the Surviving Corporation immediately following the Merger.

2.2 *Ponte Vedra Memberships.* Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder of any outstanding membership of Ponte Vedra:

(a) each membership of Ponte Vedra issued and outstanding immediately prior to the Effective Time to an individual or organization actively engaged in business or commercial operations in St. Johns County, Florida shall be converted into an active membership of the Surviving Corporation (each a "Converted Active Membership") from and after the Effective Time; and

(b) each membership of Ponte Vedra issued and outstanding immediately prior to the Effective Time to an individual or organization not actively engaged in business or commercial operations in St. Johns County, Florida shall be converted into an associate membership of the Surviving Corporation (each a "Converted Associate Membership" and, together with the Converted Active Membership, the "Converted Membership") from and after the Effective Time.

### 2.3 *Converted Memberships.*

(a) From and after the Effective Time, (i) each holder of a Converted Active Membership shall have the rights, obligations and privileges of an "active member" under the Articles of Incorporation and the Amended Bylaws of the Surviving Corporation and (ii) each holder of a Converted Associate Membership shall have the rights, obligations and privileges of an "associate member" under the Articles of Incorporation and the Amended Bylaws of the Surviving Corporation.

(b) From and after the Effective Time, each Converted Membership (i) shall expire, unless earlier renewed, upon the same expiration date as the Ponte Vedra membership from which it was converted and (ii) if renewed on or before such expiration date, shall be renewable at the same rate as the Ponte Vedra membership from which it was converted. Any subsequent renewal shall be at the then existing membership rates of the Surviving Corporation.

## ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 *Representations and Warranties of St. Johns.* St. Johns hereby represents and warrants to Ponte Vedra that the following statements are true and correct as of the date of this Agreement:

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(a) St. Johns is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, (i) any governmental authority, or (ii) any other person or organization is necessary or required to be made or obtained by St. Johns to enable St. Johns to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the Merger, except for the filing of the Articles of Merger with the Secretary of State of the State of Florida.

(c) This Agreement has been duly executed and delivered by St. Johns. This Agreement is a valid and binding obligation of St. Johns, enforceable against St. Johns in accordance with its terms.

(d) Neither the execution and delivery of this Agreement by St. Johns, nor the consummation of the Merger, shall conflict with, result in a breach or violation of (with or without notice or lapse of time, or both), or constitute a default under: (i) any provision of the articles of incorporation or bylaws of St. Johns, each as currently in effect or (ii) any law, rule or order applicable to St. Johns, or any of its assets or properties in any material respect.

3.2 *Representations and Warranties of the Ponte Vedra.* Ponte Vedra hereby represents and warrants to St. Johns that the following statements are true and correct as of the date of this Agreement:

(a) Ponte Vedra is a not for profit corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida, and has all the requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted.

(b) No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, (i) any governmental authority, or (ii) any other person or organization is necessary or required to be made or obtained by Ponte Vedra to enable Ponte Vedra to lawfully execute and deliver, enter into, and perform its obligations under this Agreement or to consummate the Merger, except for the filing of the Articles of Merger with the Secretary of State of the State of Florida.

(c) This Agreement has been duly executed and delivered by Ponte Vedra. This Agreement is a valid and binding obligation of Ponte Vedra, enforceable against Ponte Vedra in accordance with its terms.

(d) Neither the execution and delivery of this Agreement by Ponte Vedra, nor the consummation of the Merger, shall conflict with, result in a breach or violation of (with or without notice or lapse of time, or both), or constitute a default, or require the consent, release, waiver or approval of, or notice to, any third party, under: (i) any provision of the articles of incorporation or bylaws of Ponte Vedra, each as currently in

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effect; (ii) any law, rule or order applicable to Ponte Vedra, or any of its assets or properties in any material respect; or (iii) any contract or agreement to which Ponte Vedra is a party or by which it is bound or to which any of its assets is subject.

(e) There is no pending proceeding, suit or action that has been commenced against Ponte Vedra and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the Merger or any other transaction contemplated hereunder. To Ponte Vedra's knowledge, no such proceeding or action has been threatened.

(f) Ponte Vedra has good and marketable title to all of its assets and properties free and clear of all liens and encumbrances. All tangible personal property owned or leased by Ponte Vedra or used in its business are currently in good condition and repair, normal wear and tear excepted. All leases of real or personal property to which Ponte Vedra is a party are currently effective and afford Ponte Vedra a valid leasehold possession of the real or personal property that is the subject of the lease. Ponte Vedra does not own any real property. Ponte Vedra has provided St. Johns with a complete copy of all real property leases to which Ponte Vedra is a party.

(g) Ponte Vedra is in compliance in all respects with all applicable laws, rules and regulations. Ponte Vedra holds all permits, licenses and approvals from, and has made all filings with, governmental authorities, that are necessary and/or legally required to be held by it to conduct its business without any violation of such applicable laws, rules and regulations and all such permits, etc., are valid and in full force and effect. To the best of Ponte Vedra's knowledge, there are no past or present actions, activities, circumstances, conditions, events or incidents, including, but not limited to, the release, emission, discharge or disposal of any hazardous material, that would form the basis of any claim against, or violation by Ponte Vedra pursuant to any environmental law. No written notice, notification, demand, request for information, citation, summons, complaint, order or request for remediation has been received by, Ponte Vedra with respect to any environmental law.

(h) Ponte Vedra is exempt from taxation under Subtitle A of the Internal Revenue Code of 1986, as amended (the "Code"), as an organization described in Section 501(c)(6) of the Code and has a current determination letter from the Internal Revenue Service to this effect which remains valid and has not expired, terminated or otherwise been withdrawn (the "Determination Letter"). Ponte Vedra has provided a copy of the Determination Letter to St. Johns. All tax returns, reports, declarations and forms relating to Ponte Vedra that were required to be filed prior to the date hereof have been accurately prepared in all material respects and timely filed. All taxes that have become due or payable by Ponte Vedra have been duly and timely paid and Ponte Vedra has no outstanding tax liability, assessment, deficiency or obligation that remains unpaid.

(i) Ponte Vedra is in compliance with all applicable laws, rules and regulations relating to employment, employment taxes, employment practices, immigration, wages, hours, and terms and conditions of employment, including employee compensation matters, and has correctly classified employees as exempt employees and

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nonexempt employees under the Fair Labor Standards Act. Ponte Vedra has no "employee benefit plan" as defined in Section 3(3) of ERISA (whether or not subject to ERISA).

(j) The books, records and accounts of Ponte Vedra (i) have been maintained in accordance with past business practices of Ponte Vedra on a basis consistent with prior years, and (ii) accurately and fairly reflect the financial condition of Ponte Vedra. St. Johns has been provided with accurate and complete copies of the books, records and accounts of Ponte Vedra. Ponte Vedra has no outstanding indebtedness or other financial liability of any nature, whether fixed or contingent.

#### ARTICLE IV TERMINATION

At any time prior to the Effective Time, this Agreement may be terminated and the Merger abandoned for any reason whatsoever by the Board of Directors of St. Johns or the Board of Directors of Ponte Vedra, notwithstanding the adoption of this Agreement by the members of St. Johns or the members of Ponte Vedra. The procedure for abandoning this Agreement shall be the adoption of a resolution to abandon the Merger by the Board of Directors of St. Johns or the Board of Directors of Ponte Vedra followed by written notice to the president of the other corporation party to the Merger.

#### ARTICLE V FURTHER ASSURANCES

If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of Ponte Vedra acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Ponte Vedra and its proper officers shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name of Ponte Vedra or otherwise to take any and all such action.

#### ARTICLE VI MISCELLANEOUS

6.1 *Amendment.* At any time prior to the Effective Time, this Agreement may be amended, modified or supplemented by the Board of Directors of St. Johns and the Board of Directors of Ponte Vedra, whether before or after the adoption of this Agreement by the members of St. Johns and the members of Ponte Vedra; provided, however, that after any such adoption, there shall not be made any amendment that by law requires the further approval by such members of St. Johns or Ponte Vedra without such further approval. This Agreement may

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not be amended except by an instrument in writing signed on behalf of each of St. Johns and Ponte Vedra.

6.2 *No Waivers.* No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

6.3 *Assignment; Third Party Beneficiaries.* Neither this Agreement, nor any right, interest or obligation hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is not intended to confer any rights or benefits upon any person other than the parties hereto.

6.4 *Governing Law.* This Agreement shall in all respects be construed, interpreted and enforced in accordance with and pursuant to the laws of the State of Florida.

6.5 *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.6 *Entire Agreement.* This Agreement and the documents referred to herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof, and are intended as a complete and exclusive statement of the terms and conditions of that agreement, and there are not other agreements or understandings, written or oral, among the parties, relating to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, written or oral, among the parties with respect to the subject matter hereof.

*[Remainder of Page Intentionally Left Blank;  
Signature Page Follows]*

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the day and year first stated above.

ST. JOHNS COUNTY CHAMBER OF  
COMMERCE, INC.

By:   
Name: DAN ALEXANDER  
Title: CHAIRMAN

PONTE VEDRA BEACH CHAMBER OF  
COMMERCE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have  
duly executed this Agreement as of the day and year first stated above.

ST. JOHNS COUNTY CHAMBER OF  
COMMERCE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PONTE VEDRA BEACH CHAMBER OF  
COMMERCE, INC.

By: Felicia Cox  
Name: Felicia Cox  
Title: President

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#### CERTIFICATIONS

The undersigned, being the Secretary of St. Johns County Chamber of Commerce, Inc., a Florida not for profit corporation ("St. Johns"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of St. Johns duly adopted and approved the foregoing Agreement and Plan of Merger effective as of February 8, 2013.

Name: [Signature]  
Title: Secretary  
Dated: March 6, 2013

The undersigned, being the Secretary of St. Johns County Chamber of Commerce, Inc., a Florida not for profit corporation ("St. Johns"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Members of St. Johns duly adopted and approved the foregoing Agreement and Plan of Merger effective as of February 15, 2013.

Name: [Signature]  
Title: Secretary  
Dated: March 6, 2013

The undersigned, being the Secretary of Ponte Vedra Beach Chamber of Commerce, Inc., a Florida not for profit corporation ("Ponte Vedra"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of Ponte Vedra duly adopted and approved the foregoing Agreement and Plan of Merger effective as of February 8, 2013.

Name: \_\_\_\_\_  
Title: Secretary  
Dated: March 6, 2013

The undersigned, being the Secretary of Ponte Vedra Beach Chamber of Commerce, Inc., a Florida not for profit corporation ("Ponte Vedra"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Members of Ponte Vedra duly adopted and approved the foregoing Agreement and Plan of Merger effective as of February 15, 2013.

Name: \_\_\_\_\_  
Title: Secretary  
Dated: March 6, 2013

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Name: \_\_\_\_\_  
Title: Secretary  
Dated: March 6, 2013

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Name: \_\_\_\_\_  
Title: Secretary  
Dated: March 6, 2013

The undersigned, being the Secretary of Ponte Vedra Beach Chamber of Commerce, Inc., a Florida not for profit corporation ("Ponte Vedra"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Board of Directors of Ponte Vedra duly adopted and approved the foregoing Agreement and Plan of Merger effective as of February 8, 2013.

Name: [Signature]  
Title: Secretary  
Dated: March 6, 2013

The undersigned, being the Secretary of Ponte Vedra Beach Chamber of Commerce, Inc., a Florida not for profit corporation ("Ponte Vedra"), does hereby certify pursuant to Section 617.1103, Florida Statutes, that the Members of Ponte Vedra duly adopted and approved the foregoing Agreement and Plan of Merger effective as of February 15, 2013.

Name: [Signature]  
Title: Secretary  
Dated: March 6, 2013

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## St. Johns County Chamber of Commerce By-Laws (Amended and Restated as of March \_\_, 2013)

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### Article I

#### {General}

##### Section 1 - Name

This non-profit organization is incorporated under the laws of the State of Florida and shall be known as the St. Johns County Chamber of Commerce, hereinafter referred to as the Chamber.

##### Section 2 - Purpose of the Organization

This Chamber is organized for the purposes of advancing and protecting the general welfare and prosperity of the St. Johns County area through advancing, advertising and publicizing the commercial, industrial agricultural, resort and civic interests of the communities of St. Johns County and the County as a whole; to seek new residents, promote entertainment and recreational facilities and activities for visitors and residents; to encourage better relations among the members of the association; to develop and represent the business and commercial interests of the general membership before the various branches and levels of government; to maintain high standards of professional conduct among the members in order to make membership in this Chamber a reasonable assurance of integrity and responsibility to the public; and to increase the general prosperity of the area.

##### Section 3 - Area Served

The St. Johns County area shall include the County of St. Johns, the incorporated municipalities within St. Johns County as well as other surrounding jurisdictions that have an economic, political or social inter-relationship with St. Johns County.

##### Section 4 - Limitations

- A. The Chamber shall observe all local, state and federal laws which apply to a non-profit organization as defined in Section 501(c)(6) of the Internal Revenue Code.
- B. The Chamber, in its membership and activities, shall be non-partisan and non-sectarian and shall not endorse any political candidate. However, this objective will in no way limit the Chamber's right or responsibility to take public stands on issues and leadership that affect the business, commercial and political interests of the community.

## Article II (Membership)

### Section 1 - Eligibility

Any business firm, individual, association, corporation, partnership or other business organization having an interest in furthering and participating in the purposes of the Chamber shall be eligible to apply for membership.

### Section 2 - Election

Application for membership shall be in writing and on such forms as are adopted by the Board of Directors. Election shall be by a majority of the Directors present at any lawfully convened meeting of the Board of Directors. Upon approval, membership shall begin upon payment of the prescribed membership dues.

### Section 3 - Classification

Memberships in this Chamber shall be one of the following classifications:

- A. Active Members - Any person, business, association, organization or corporation actively engaged in business or commercial operations in St. Johns County may be granted Active Membership status. Active Members shall have the right to cast one vote per membership at any General Membership Meeting, in any Chamber election, or in any formal or informal poll taken of the membership. The designated representative of an Active Member may hold office herein and shall be entitled to any other such privileges as may be granted by the Board of Directors.
- B. Associate Members - Any individual or organization not actively engaged in business or commercial operations in St. Johns County may be granted Associate Membership status. Associate Members will not be entitled to vote or hold any office other than appointed committee membership. They shall be entitled to participate in formal and informal polls taken of the membership.

### Section 4 - Dues

Membership dues shall be at such rate or rates, schedules or formulas as may be adopted by the Board of Directors from time to time.

### Section 5 - Termination

- A. Any member may resign by written resignation submitted to the Board of Directors.
- B. Any member may be terminated at the discretion of the President for non-payment of dues or other charges incurred at the request of or for the benefit of the member, if such charges are not paid within one hundred twenty (120) days after the date they are due or are incurred.
- C. Any member may be terminated by the vote of a majority of a quorum of the Board of Directors present at any duly called special or regular meeting for reasons deemed sufficient by the Board by reason of conduct unbecoming a member or which is prejudicial to the objectives or



reputation of the Chamber, after notice and an opportunity to be heard by the Board is afforded to such member.

#### **Section 6 – Multiple Memberships**

Any member may apply for additional active memberships based on the number of business licenses they hold. Only one active membership shall be allowed per business license. They may designate another person within their organization to hold the additional membership.

#### **Section 7 – Organizations as Members**

Any member which is business organization may designate the person or persons whom the holder desires to enjoy the privileges of membership, subject to approval of the Board of Directors.

#### **Section 8 – Limited License**

Each member in good standing are granted the limited license, subject to revocation at any time, to use the approved seal and/or slogan of the Chamber to publicize the member's associate with the Chamber on the member's advertising, cards, stationery, offices, signs and equipment, providing such use is not objectionable or detrimental to the Chamber or its purposes, in the sole discretion of the Board of Directors. Should the member's membership be terminated or should the limited license herein granted should be revoked by the Board of Directors, the member will remove all utilization of Chamber affiliation within thirty (30) days.

### **Article III**

#### **(Membership Meetings)**

##### **Section 1 – General**

All meetings of the members shall be held at a time and place approved by the Board of Directors.

##### **Section 2- Timing**

General membership meetings shall be called by the Board of Directors no less frequently than twice per fiscal year, with one of the meetings to be held in October, which shall be designated the Annual Meeting.

##### **Section 3 – Procedures**

- A. Attendance by at least five (5%) percent of the Active Members shall be necessary to constitute a quorum for the purpose of conducting business.
- B. The Board of Directors shall call a General membership meeting upon the written petition of not less than five (5%) percent of the Active Members.
- C. Notice of a General Membership meeting shall be given to each Active Member in person, by first class mail, fax or email at such address as is last provided in writing by the member at least five (5) days in advance of the meeting.

## Article IV

### (Board of Directors Meetings)

#### Section 1 - Annual Meeting

The Annual meeting of the Board shall be held in September of each year and notice shall be furnished to each Board member not less than ten (10) days in advance of the meeting. The annual meeting shall constitute the organizational meeting of the board at which officers for the ensuing year shall be elected.

#### Section 2 - Regular Meetings

The Board shall meet to conduct regular meetings not less than once every other month on dates, times and places as determined by the Chairman of the Board. Notice of regular meetings shall be provided to directors not less than ten (10) days in advance.

#### Section 3 - Special Board Meetings

Special meetings of the Board may be called by the Chairman or upon written request of not less than eight (8) directors. Notice of special meetings shall be provided to all board members not less than three (3) days prior to the meeting. Business conducted at Special Meetings shall be limited to those matters stated in the notice of the meeting.

#### Section 4 - Quorum

- A. At any meeting of the Board a simple majority of the directors shall constitute a quorum.
- B. Any action required or permitted to be taken at any meeting of the Board or of any committee appointed thereby, may be taken without a quorum if a consent in writing or by electronic mail, setting forth the action so taken, shall be signed by two-thirds of the members of the Board or the committee entitled to vote with respect to the subject matter thereof. Any action under this section shall be effective when the last required member of the Board or committee signs the consent, unless the consent specifies a different effective date.

#### Section 5 - Attendance at Board Meetings

Board members are asked to resign after three consecutive absences or four total absences per year.

#### Section 6 - Notice of Meetings

- A. Notice of meetings shall be provided to directors by email unless the director has notified the Secretary in writing of a preference to receive notice by another method. Alternative acceptable methods shall be U.S. Mail or telefax.
- B. "Days" shall refer to business days.
- C. Directors shall be responsible for informing the Secretary of correct address information for notices.

#### **Section 7 – Method of Attendance**

Directors may validly participate in regular meetings only by personal presence. Special meetings may allow for attendance by conference call, but in such event all votes shall be taken by roll call so that an accurate record of the decisions of the Board may be kept.

### **Article V**

#### **(Board of Advisors)**

##### **Section 1 – Eligibility**

As of the fiscal year beginning October 1, 2011, there is hereby created a Board of Advisors. The Board of Advisors shall consist of one representative (Advisor) from each Elite, Trustee or Benefactor tier member as such tiers are established by the Board of Directors from time to time. There shall be no limitation on the maximum size of the Board, however if there ever becomes a point where there is less than 5 members who qualify the Board of Advisors shall be suspended until such time as the minimum number of members exist. The term of membership shall be for one year commencing October 1 of each year.

##### **Section 2 – Number of Terms, Multiple Offices**

There shall be no limit to the terms an Advisor may serve on the Board. A member who qualifies for the Board of Advisors or anyone else from that same member entity may still be a member of the Board of Directors if they are elected according to the procedures outlined in Article VI herein. Each year the Advisors shall elect a Chairman and Vice Chairman by a vote of the Advisors.

##### **Section 3 – Meetings**

The Board of Advisors shall meet as they deem necessary, but no less frequently than four times per fiscal year. A quorum for any meeting will consist of a majority of the Advisors being present. The Board of Advisors shall review and comment on the vision and strategic direction of the Chamber. The Board of Advisors may also provide guidance on other strategic matters related to the Chamber. The President of the Chamber, and at his discretion the staff of the Chamber, will be considered staff to the Board of Advisors.

## Article VI (Board of Directors)

### Section 1 - Composition of the Board

As of the date of adoption of these amended and restated by laws, there are twenty-nine (29) members of the board, comprised of twenty-one (21) members elected at large, six (6) representatives of the area councils, the Chair of the Economic Development Council and the Ambassador. It is the intention of the Chamber to reduce the number of directors to twenty-three (23) by reducing the number of at large members to fifteen (15) by natural attrition of present members whose terms are expiring. Commencing in fiscal year 2011/2012 five at large members shall be elected each year for a three (3) year term and shall serve until their successors are qualified and elected. The Area Councils, Economic Development Council and Ambassadors shall designate their respective representatives for the ensuing year at or before the Annual Meeting and such representatives shall be entitled to vote.

### Section 2 - Qualifications

Each director shall be a member of the Chamber. No at large director may serve consecutive terms, but shall be eligible for office again after a one (1) year break in service. Directors must maintain their status as members of the Chamber in good standing during the term of their office. If a director is appointed to serve out the term of another director, such director is eligible to run for election if the appointment was for less than half of a full term.

### Section 3 - Nomination and Election

By June 1<sup>st</sup> of each year, notice shall be filed with all members that nominations for the Board of Directors will be accepted for a period of three weeks. Any active member in good standing can nominate any other active member in good standing, including themselves. The President of the Chamber shall receive the nominations and compile them for the Nominating Committee on or before June 30th. The Chairman shall appoint a Nominating Committee of not less than seven Active Members which shall consist of: (i) three members of the current Board, one of which shall be the Vice Chairman who shall chair the Nominating Committee; and (ii) four Active Members at large. The Nominating Committee shall review all of the nominations received, add their own additional nominations, and recommend nine (9) potential candidates to the Board of Directors and the Board of Advisors.

Each member of the Board of Directors and the Board of Advisors shall select five (5) of the nine (9) candidates. The votes will be taken and collected by July 31<sup>st</sup>. The five (5) candidates with the most total votes will be contacted and asked if they would agree to accept the position on the Board. Should any of the first five (5) candidate(s) selected decline the position, the candidate(s) with the next highest vote total, in order, will be contacted and asked if they will accept the position. The five (5) candidates who ultimately accept the position will begin serving on the Board of Directors the following fiscal year.

### Section 4 - Vacancies

Except as may be otherwise provided in the Articles of Incorporation or these Bylaws, any vacancy on the Board of Directors shall be filled by appointment by the Chair, but such appointment shall take

effect only if, and only after, the Board of Directors ratifies the appointment at a duly called meeting. If the vacancy or vacancies results in a Board of Directors that is less than a quorum, a majority of the members of the Board of Directors then remaining in office shall constitute a quorum. The director so chosen shall hold office until the election of the new class of directors for which such director was chosen, and until his or her successor has been duly elected and shall qualify. If at any time there are no directors in office, then an election of directors shall be held in the manner otherwise provided by these Bylaws, the Articles of Incorporation, and the applicable Florida Statutes.

### Section 5 - Standing Committees

The Board of Directors shall have three Standing Committees, the Nominating Committee, the Finance Committee and the Executive Committee.

#### A. NOMINATING COMMITTEE

The Chairman shall appoint a Nominating Committee of not less than seven Active Members which shall consist of; (i) three members of the current Board, one of which shall be the Vice Chairman who shall chair the Nominating Committee; and (ii) four Active Members at large. The duties of the Nominating Committee are as set forth in the section dealing with election of at large board members.

#### B. EXECUTIVE COMMITTEE

- a. The Executive Committee shall consist of the Chairman, Vice-Chairman, Treasurer, Secretary, the Chairman of the Economic Development Council, the Immediate Past Chairman and the President.
- b. The Executive Committee is authorized to act for and on behalf of the Board of Directors in the manner and to the extent consistent with policies and procedures adopted and approved by the Board of Directors. Actions of the Executive Committee shall be reported to the Board by mail or at the next Board of Directors meeting for ratification.
- c. The Executive Committee shall meet at the call of the Chairman to consider and act upon such matters as shall require action during the interim between meetings of the Board. They shall be responsible for the preparation of the annual operational budget and its presentation to the Board of Directors for approval no later than the first meeting of the Board each fiscal year.
- d. A majority of the members of the Executive Committee shall constitute a quorum.

#### C. FINANCE COMMITTEE

- a. The Finance Committee shall be responsible for oversight of all financial matters of the Chamber.
- b. The Treasurer shall chair the Finance Committee, to be appointed by the Treasurer, subject to the approval of the Chairman.

### Section 6 - Ad Hoc Committees

- A. The Chair, subject to the ratification of the Board, may create and appoint members to ad hoc committees. It shall be the function of Committees to develop and implement activities in accordance with the Purposes and Objectives stated herein and the Program of Action as

adopted by the Board of Directors. The Chairman of each Committee will regularly report on the activities of his Committee to the Board of Directors of the Chamber.

- B. The Chair of the Chamber shall appoint the Chair of and the Board shall prescribe the duties for all Chamber Committees except as otherwise provided herein. The Chair may, at his discretion, create special committees and task forces when he deems necessary.
- C. No Ad Hoc Committee shall take or make any formal action, or make public any resolution, or in any way commit the Chamber on a question of policy without prior authorization of the Board of Directors.

## Article VII

### {Officers}

#### Section 1 - Officers

The Officers of the Chamber shall be the Chair, Vice-Chair, Secretary and Treasurer, who shall be members of the Board of Directors during their term of office. Officers shall be elected annually by the Board at its organizational meeting.

#### Section 2 - Chairman

The Chairman shall preside at all meetings of the General Membership, the Board of Directors and the Executive Committee. He shall perform the duties incident to his office or assigned by the Board. He shall appoint representatives of the Chamber to any outside organization from Chamber membership.

#### Section 3 - Vice Chairman

The Vice-Chairman shall act in the absence of the Chairman.

#### Section 4 - Treasurer

The Treasurer shall be the technical custodian of all funds of the Chamber and shall present the monthly financial report to the Board of Directors and shall assist with budgeting, planning and management. The Treasurer shall chair the Finance Committee.

#### Section 5 - Secretary

The Secretary shall be responsible for all correspondence, minutes at meetings, corporate records and seal.

## **Article VIII**

### **(Departments)**

#### **Section 1 - Function**

It shall be the function of Departments of the Chamber to develop and implement programs and activities in their respective areas relevant to the needs and purposes and objectives of the Chamber

#### **Section 2 - Authority**

A Department may have the authority to collect and disburse funds; recruit members from the Chamber membership and elect its own governing body. A Department may also adopt a written set of By-Laws and submit them to the Chamber Board of Directors for review and approval; however, no Department shall change any of its By-Laws nor disband without approval of the Chamber Board of Directors.

#### **Section 3 - Staff**

Each Department may have paid staff members, whose hiring and termination shall be approved by the President of the Chamber, who shall also supervise such staff.

#### **Section 4 - Standing Departments**

The Chamber shall have one standing department, the Economic Development Council.

## **Article IX**

### **(Councils and Divisions)**

#### **Section 1 - Establishment**

The Board of Directors may, by majority vote of a quorum present, establish Councils and/or Divisions of the Chamber to represent the particular interests of specific areas of the community.

#### **Section 2 - Organization**

Councils and Divisions of the Chamber will elect a governing body from designated representatives of Active Members within their Area. The presiding-officers of these governing bodies shall be known as the Council or Division Presidents and shall be entitled to voting membership on the Chamber Board of Directors as set forth in Article V, Section 1.

#### **Section 3 - Governance**

Councils and Divisions shall each adopt a written set of By-Laws and submit them to the Chamber Board for review and approval. They shall not change any of their By-Laws nor disband themselves without the approval of the Board of Directors of the Chamber.

## Article X

### (Finances)

#### Section 1 - Controls

No disbursement of funds of the Chamber shall be made unless they have been approved by the President of the Chamber within the budgetary restraints as set forth by the Chamber Board of Directors. Two authorized signatures must appear on all checks over two thousand five hundred dollars. Checks less than two thousand five hundred dollars may bear only one authorized signature. Those authorized to sign checks on the accounts of the Chamber of Commerce shall be the Chair of the Chamber, the Treasurer of the Chamber, and the President of the Chamber,

#### Section 2 - Fiscal Year

The fiscal year of the Chamber shall be from the first day of October until the last day of the following September.

#### Section 3 - Audit

The accounts of the Chamber shall be audited not less than annually by a Certified Public Accountant who shall be nominated by the President and approved by the Board of Directors. The audit shall be presented for approval by the Board of Directors at a regularly scheduled Board of Directors Meeting.

#### Section 4 - Expenses

Officers, Directors and other Chamber members are entitled to reimbursement for expenses incurred with Chamber business when approved by the President of the Chamber.

## Article XI

### (Limitation of Liability)

Nothing herein shall constitute members of the Chamber as partners of any purpose. No member, officer, agent or employee of this Chamber shall be liable for the acts or failure to act on the part on any other member, officer, agent or employee of the Chamber, nor shall any member, officer, agent or employee be liable for his acts or failure to act under the By-Laws, excepting only acts or omissions to act arising out of his willful misfeasance.

## Article XII

### (Procedure)

Except as may be amended by the Board from time to time, the proceedings of the Chamber meetings shall be governed by and conducted according to the latest edition of Roberts Rules of Order.



### Article XIII

#### (Amendments)

These By-Laws may be amended or rescinded by a majority vote of a quorum attending a Board of Directors meeting.

These bylaws were amended and restated on March \_\_\_\_\_, 2013.