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3 **AGREEMENT AND PLAN OF MERGER**
4 **BETWEEN**
5 **NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS, INC.**
6 **AND**
7 **AMERICAN SOCIETY OF APPRAISERS**

8 THIS AGREEMENT AND PLAN OF MERGER by and between the National Association
9 of Independent Fee Appraisers, Inc., an Arizona nonprofit corporation (“NAIFA”) and the
10 American Society of Appraisers, a Delaware nonstock corporation (“ASA”) (NAIFA and ASA are
11 sometimes referred to herein as the “Constituent Corporations”) is dated October 8, 2017.

12 WHEREAS, NAIFA is a nonprofit corporation duly organized and existing under the laws
13 of the State of Arizona and ASA is a nonstock corporation duly organized and existing under the
14 laws of the State of Delaware and both corporations are exempt from federal income tax under
15 Section 501(c)(6) of the Internal Revenue Code;

16 WHEREAS, the governing bodies of each of the Constituent Corporations has determined
17 that it is advisable and in the best interests for NAIFA to be merged with and into ASA, with ASA
18 being the surviving corporation;

19 WHEREAS, the Constituent Corporations agree that this Agreement and Plan of Merger
20 contains all of the terms, conditions, covenants, representations and warranties of each of the
21 Constituent Corporations as are customary for transactions of the nature and size of the merger
22 and constitutes the “Definitive Agreement” contemplated by the Constituent Corporations
23 Memorandum of Understanding dated April 18, 2017; and

24 WHEREAS, each of the Constituent Corporations will have their respective Boards of
25 Directors and Membership vote on the approval of this Agreement and Plan of Merger.

26 THEREFORE, the parties to this Agreement and Plan of Merger, in consideration of the
27 mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms
28 and conditions of said merger and mode of carrying the same into effect as follows:

29 1. Approval of Merger.

- 30 (a) The Board of Directors and members of NAIFA have approved this Agreement and
31 Plan of Merger in accordance with the Arizona Nonprofit Corporation Act
32 (“Arizona Act”).
- 33 (b) The Board of Governors and members of ASA have approved this Agreement and
34 Plan of Merger in accordance with the General Corporation Law of the State of
35 Delaware (“Delaware Act”).

36 2. Merger. As of the Effective Date (as such term is defined hereinbelow) of the merger, the
37 separate existence of NAIFA shall cease and NAIFA shall be merged with and into ASA
38 (the “Merger”), such that ASA shall continue its corporate existence and be the corporation
39 surviving the Merger. ASA, as it will exist following the Merger, is sometimes hereinafter
40 referred to as the “Surviving Corporation.”

41 3. Effective Date. The Merger shall become effective on July 1, 2018 or such other date as
42 the Constituent Corporations shall together agree and complete the filing of a Plan of
43 Merger with the Arizona Corporation Commission and a Certificate of Merger with the
44 Delaware Secretary of State, as required by the Arizona Act and the Delaware Act,
45 respectively, and after satisfaction of the requirements of the laws of the State of Arizona
46 and the State of Delaware (the “Effective Date”).

47 4. Terms of Merger. The terms and conditions of the Merger are as follows:

48 (a) Name. Following the Effective Date, the name of the Surviving Corporation shall
49 remain the “American Society of Appraisers.”

50 (b) Principal Office. Following the Effective Date, the principal office of the surviving
51 corporation shall be located at 11107 Sunset Hills Road, Suite 310, Reston,
52 Virginia, 20190.

53 (c) Certificate of Incorporation. The Certificate of Incorporation of ASA shall be and
54 remain the Certificate of Incorporation of the Surviving Corporation until amended
55 in accordance with the Delaware Act.

56 (d) Constitution. As of the Effective Date, the Constitution of ASA (“Constitution”)
57 shall be and remain the Constitution of the Surviving Corporation until amended in
58 accordance with the terms thereof and the Delaware Act.

59 (e) Bylaws. As of the Effective Date, the Bylaws and Administrative Rules of ASA
60 (“Bylaws”) shall be and remain the Bylaws of the Surviving Corporation, amended
61 as follows:

62 (i) The ASA “Real Property Committee” shall become the “Real Property -
63 NAIFA Committee.”

64 (ii) Administrative Rule XV, Section 1(D)(1) shall be revised to read as
65 follows:
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68 Any candidate nominated for international office must be a qualified
69 Accredited Senior Appraiser or Fellow, or reciprocal equivalent
70 thereof, who has served as a regional governor, discipline governor,
71 or chair of an international committee, or as an officer or director of
72 an entity that has merged into, and with, the Society.
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74 All other provisions of the Bylaws shall remain in full force and effect until
75 amended in accordance with the terms thereof and Delaware law. Adoption of the

76 Bylaws shall not be deemed to be inconsistent with the special appointments set
77 forth in Section 4(g) below.

78 (f) Rules of Procedure. As of the Effective Date, the “Organizational Structure and
79 Rules of Procedure” of the ASA Real Property Committee shall become the
80 “Organizational Structure and Rules of Procedure” of the Surviving Corporation’s
81 Real Property -NAIFA Committee (the “Real Property -NAIFA Committee Rules
82 of Procedure”), amended as follows:

83 (i) The last sentence of Article II, Section 6 shall be revised to read as follows:
84 Only a current member, current officer, or past chair of the NAIFA
85 Committee holding an ASA Senior designation or its reciprocal
86 equivalent in good standing, or a former officer or director of an
87 entity that has merged into, and with, the Society shall be eligible
88 for election as Discipline Governor.
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90 All other provisions of the Rules of Procedure shall remain in full force and effect
91 until amended in accordance with the terms thereof, the Bylaws, and Delaware law.
92 Adoption of the Real Property -NAIFA Committee Rules of Procedure shall not be
93 deemed to be inconsistent with the special appointments set forth in Section 4(g)
94 below.

95 (g) Governance. From and after the Effective Date:

96 (i) The officers of the Real Property-NAIFA Committee shall be the
97 individuals holding the following positions immediately prior to the
98 Effective Date:

99 (1) Chair: NAIFA President

100 (2) Vice Chair: Chair of the ASA Real Property Committee

101 (3) Secretary-Treasurer: NAIFA President-Elect

102 (4) Immediate Past Chair: Immediate Past Chair of the ASA Real
103 Property Committee

104 Such individuals shall serve their respective NAIFA terms ending June 30,
105 2018 or, if earlier, until their successors are elected and qualified. In the
106 event any of the individuals appointed is unable to complete a full term, the
107 Former NAIFA Directors shall appoint a successor to fill the vacancy in the
108 office of Chair or Secretary-Treasurer for the remainder of the term (ending
109 June 30, 2018), and the individuals who make up the Board of Governors
110 of ASA shall appoint a successor to fill the vacancy in the office of Vice
111 Chair or Immediate Past Chair for the remainder of the term (ending June
112 30, 2018).

113 (ii) The members of the Real Property -NAIFA Committee shall consist of the
114 following:

115 (1) Six (6) individuals who served on the ASA Real Property Discipline
116 Committee and are selected by the ASA Board of Governors
117 immediately prior to the Effective Date, of whom two (2) shall serve
118 a one-year term, two (2) shall serve a two-year term, and two (2)
119 shall serve a three-year term; and

120 (2) Six (6) Former NAIFA Directors selected by the NAIFA Board of
121 Directors immediately prior to the Effective Date, of whom two (2)
122 shall serve a one-year term, two (2) shall serve a two-year term, and
123 two (2) shall serve a three-year term.

124 (3) In addition, those Former NAIFA Directors and members of the
125 ASA Real Property Discipline Committee who served immediately
126 prior to the Effective Date, but have not been appointed to a voting
127 position on the Real Property -NAIFA Committee, either as an
128 officer or a Committee member, may, at their choosing, serve as
129 non-voting members of the Committee.

130 In the event any of the individuals appointed is unable to complete a full
131 term, the Former NAIFA Directors shall appoint a successor to fill the
132 vacancy among the NAIFA appointees for the remainder of the term, and
133 the Board of Governors of ASA shall appoint a successor to fill the vacancy
134 among the ASA appointees for the remainder of the term.

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136 (iii) All other current directors and officers of ASA shall be and remain the
137 directors and officers of the Surviving Corporation.

138 (h) Designations/Accreditations.

139 (i) From and after the Effective Date, the Surviving Corporation shall maintain
140 "NAIFA Designations" as these designations are defined in Section 2.1 of
141 the "National Association of Independent Fee Appraisers Standing Rules"
142 ("NAIFA Standing Rules"). Specifically:

143 (1) Any individual who was a Designated Member of NAIFA in good
144 standing immediately prior to the Effective Date may continue to
145 use the Designation he or she earned from NAIFA and shall be
146 eligible to apply for, and earn, an ASA Designation, under the terms
147 of the existing Reciprocal Agreement, provided he or she meets the
148 requirements that were in place for such Designation immediately
149 prior to the Effective Date.

150 (2) Any individual who applied for a NAIFA Designation prior to the
151 Effective Date may earn and use such Designation upon meeting the
152 requirements that were in place immediately prior to the Effective

153 Date. After the Effective Date, no further NAIFA Designation
154 applications will be accepted.

155 (i) Membership. From and after the Effective Date, each member in good standing of
156 NAIFA immediately prior the Effective Date shall be and constitute a member in
157 good standing of the Surviving Corporation as follows:

158 (i) Designated Members of NAIFA may become Accredited Members of the
159 Surviving Corporation under the category of Accreditation that corresponds
160 to their Designation as set forth in the Reciprocal Agreement.

161 (ii) Associate Members of NAIFA shall become Candidates of the Surviving
162 Corporation.

163 (iii) Candidate Members of NAIFA shall become Candidates of the Surviving
164 Corporation, provided that following the merger, all NAIFA Candidates
165 who are working toward a designation with NAIFA as of July 1, 2018 shall
166 be permitted to complete the necessary steps to attain the NAIFA
167 designation provided that the NAIFA designation is achieved by the
168 Candidate prior to the date that NAIFA can exercise the right of withdrawal
169 pursuant to Section 4 (m) of the MOU;

170 (iv) Honorary Members of NAIFA shall become Honorary Members of the
171 Surviving Corporation;

172 (v) Life Members of NAIFA shall become Life Members of the Surviving
173 Corporation; and
174 (vi) Retired Members of NAIFA shall become Retired Members of the
175 Surviving Corporation.

176 (vi) Retired Members of NAIFA shall become Retired Members of the
177 Surviving Corporation.
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180 (j) Membership Dues Transition. From and after the Effective Date, those members
181 of NAIFA who become members of the Surviving Corporation as a result of the
182 Merger shall be required to pay ASA dues as follows:
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184 (a) Retired Members - \$50 for all retired members effective July 1, 2018
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186 (b) NAIFA Partially Retired Members on July 1, 2018 - \$250 effective January 1,
187 2019; \$300 effective January 1, 2020; and \$315 effective January 1, 2021.
188 (All members who partially retire on July 2, 2018 and after shall pay dues of
189 \$315).
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191 (c) Life Members - \$0 for all Life members effective July 1, 2018
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- 193 (d) IFA, IFAA, IFAS, IFAC - \$499 effective January 1, 2019; \$549 effective
194 January 1, 2020; and \$630 effective January 1, 2021. (All members who are
195 accredited ASA on July 1, 2018 and after shall pay dues of \$630).
196
- 197 (e) NAIFA Candidate - \$450 effective January 1, 2019; \$500 effective January 1,
198 2020; and \$545 effective January 1, 2021. (All persons becoming Candidates
199 on or after July 1, 2018 shall pay dues of \$525).
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- 201 (f) Applicant - \$490 for all Applicants effective July 1, 2018.
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- 203 (g) Affiliate - \$285 for all Affiliates effective July 1, 2018.
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- 205 (h) Chapter Dues - \$15 for all members effective July 1, 2018. In addition, ASA
206 Chapters may request an additional dues assessment to the ASA Board of
207 Governors. Some ASA Chapters have approved assessments.
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- 209 (i) Other: ASA Connoisseur \$285; ASA Student \$25.
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- 212 (k) Fee for Dual Membership. The administrative fee for both ASA and NAIFA
213 members who elect to have both an ASA designation and a NAIFA designation is
214 \$50 annually.
- 215 (l) Chapters. Chapters will merge according to the recommendations of the
216 Constituent Corporations' joint task force.
- 217 (m) Education. After the Effective Date, the Surviving Corporation shall establish a
218 task force composed of representatives of the Constituent Corporations to evaluate
219 the content and delivery mechanisms for education available to the Surviving
220 Corporation and make recommendations to the Real Property -NAIFA Committee
221 regarding a schedule of integrated course offerings.
- 222 (n) Assets and Liabilities. From and after the Effective Date of the Merger, the
223 Surviving Corporation shall possess all the rights, privileges, immunities, and
224 franchises of a public, as well as of a private nature, of each of the Constituent
225 Corporations; and all property, real, personal and mixed, and all debts due on
226 whatever account, including subscriptions to shares and all other causes in action,
227 and all and every other interest, of or belonging to or due to each of the Constituent
228 Corporations, shall be taken and deemed to be transferred to and vested in the
229 Surviving Corporation without further act or deed; and the title to any real estate,
230 or any interest therein, vested in any of the Constituent Corporations shall not revert
231 or be in any way impaired by reason of the Merger, provided, however, that the
232 Surviving Corporation shall thenceforth be responsible and liable for all the
233 liabilities and obligations of each of the Constituent Corporations, and any claim
234 existing or action or proceeding pending by or against either of the Constituent
235 Corporations may be prosecuted to judgment as if the Merger had not taken place,
236 or the Surviving Corporation may be substituted in its place, and neither the rights

237 of creditors nor any liens upon the property of either of the Constituent
238 Corporations shall be impaired by the Merger. Without limiting the generality of
239 the foregoing, the Constituent Corporations acknowledge and agree as follows:

240 (i) Following the Effective Date, the Surviving Corporation may utilize
241 NAIFA's name, logo, and service marks (collectively, "NAIFA Marks") in
242 conjunction with activities of the Real Property -NAIFA Committee and
243 shall preserve and maintain ownership of the NAIFA Designations in a
244 manner consistent with the purposes set forth in Section 4(h) above.

245 (ii) The Constituent Corporations shall take all steps necessary to transfer
246 ownership of the following domain names held by NAIFA to the Surviving
247 Corporation following the Effective Date: www.naifa.com.
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249 (iii) The Surviving Corporation may maintain a Real Property-NAIFA
250 Committee Web site and may utilize one or more of the following URLs for
251 such purpose: www.naifa.com.
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253 (o) Right of Withdrawal.

254 (i) From and after the Effective Date, the 2017 NAIFA Directors and Officers
255 who are members in good standing with ASA as of the time that the right
256 of withdrawal is exercised, shall have the right, at any time within the three-
257 year period following the Effective Date, to call for NAIFA's withdrawal
258 from the Merger, and form a new not-for-profit corporation to represent the
259 interests of independent fee appraisers (the "Withdrawal"), provided that
260 such Withdrawal is approved by a 2/3 vote of the 2017 NAIFA Directors
261 and Officers. For more certainty the 2017 NAIFA Officers and Directors
262 are: Dave Doering, IFA; Robert Luciani, IFA; Molly Orman, IFA; Mike
263 Cordell, IFA; Chuck Blau, IFAC; Joni Cook, IFA; Mark R. Evans, IFAS;
264 Nena W. Henderson, IFA; Jerry Jones, IFA; Mike Lange, SR IFAC; Bob
265 Solotist, IFA; Ronald J. Zeike, Jr. IFA; and Louis A. Bonato, IFA. In the
266 event of a Withdrawal, the Surviving Corporation shall:

267 (1) Transfer ownership of the NAIFA Designations, NAIFA Marks,
268 NAIFA Domain Names, and Real Property-NAIFA Committee
269 Web site content to such new corporation as of the date of the
270 Withdrawal;
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272 (2) Transfer to such new corporation as of the date of the Withdrawal
273 an amount equal to the amount in NAIFA's reserves as of the
274 Effective Date ("NAIFA Funds"). For purposes of this Agreement,
275 "reserves" shall mean the funds identified as "reserves" in NAIFA's
276 financial records immediately prior to the Effective Date.
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278 (ii) Notwithstanding the foregoing, the new corporation shall be responsible for
279 all costs and expenses associated with the Withdrawal, including, without

280 limitation, filing fees, legal fees, copying costs, staff time, etc., and the
281 Surviving Corporation may deduct such costs and expenses from the
282 NAIFA Funds before they are transferred to the new corporation.
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284 (p) Service of Process. The Surviving Corporation hereby consents that it may be sued
285 and served with process in the State of Delaware in any proceeding for the
286 enforcement of any obligation of NAIFA, and NAIFA irrevocably appoints the
287 Corporations Commission of the State of Arizona as its agent to accept service of
288 process in any such proceeding.

289 (q) Abandonment of Merger. Anything herein or elsewhere to the contrary
290 notwithstanding, this Agreement and Plan of Merger may be abandoned by the
291 mutual consent of the Constituent Corporations, evidenced by appropriate
292 resolutions of their respective Boards of Directors, at any time prior to the filing of
293 the Plan of Merger with the Arizona Corporation Commission and the filing of the
294 Certificate of Merger with the Delaware Secretary of State.

295 5. Insurance. Prior to the Effective Date, ASA shall secure a tail policy for directors and
296 officers insurance covering the officers and directors of NAIFA prior to the Effective Date.
297 Such policy shall provide coverage comparable to that which NAIFA currently maintains.

298 6. Authority of Officers and Directors. The proper officers and directors of the Constituent
299 Corporations shall execute and deliver all such documents and take all such actions as may
300 be necessary or advisable, or as may be requested by the Surviving Corporation from time
301 to time, in order to vest fully all the property rights of the Constituent Corporations in the
302 Surviving Corporation and otherwise carry out the intent of this Agreement and Plan of
303 Merger and the transactions contemplated hereby.

304 7. Governing Law. The interpretation and enforcement of this Agreement and Plan of Merger
305 shall be governed by the laws of the State of Delaware

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IN WITNESS WHEREOF, each of NAIFA and ASA has executed this Agreement and Plan of Merger as of the date set forth above.

NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS, INC.
an Arizona nonprofit corporation

By: _____
President

AMERICAN SOCIETY OF APPRAISERS
a Delaware nonstock corporation

By: _____
International President