

# **Amended and Restated BYLAWS OF THE IHG OWNERS ASSOCIATION, INC.**

Adopted as of this 1st day of September, 2020

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**ARTICLE I – NAME, PURPOSE, OFFICES AND DEFINITIONS**

## 1. Name

The name of the corporation is IHG Owners Association, Inc., a Georgia non-profit corporation, hereinafter referred to as the "IHGOA."

## 2. Purpose

The purpose of the IHGOA is to maximize the value of a member's investment of an IHG-branded hotel through strategic collaboration, education and value-added member services.

## 3. Principal Office

The principal office of the IHGOA shall be at such place within the State of Georgia as the Board shall determine from time to time.

## 4. Other Offices

The IHGOA may also have such other offices as the Board may determine from time to time or as the business of the corporation requires.

## 5. Definitions

All terms not otherwise defined herein shall have the meanings ascribed to them in Exhibit A hereof which is incorporated by reference.

**ARTICLE II – MEMBERS**

## 1. Classes of and Qualification for Membership

The IHGOA shall have two (2) classes of membership and the individuals in each class shall collectively be known as "Members".

(a) Class 1: Principal Members. A Principal Member of the IHGOA may be any individual who is the Principal Correspondent (as listed in IHG's records) of a Franchised Hotel or a Company Managed Hotel.

(b) Class 2: Cardholders. A Cardholder can be any individual who is eligible per the Terms and Conditions for Membership, as adopted by the Board from time to time, and (i) who is designated by the Principal Member of a Member Hotel as a Cardholder on the Principal Member's account, and (ii) for whom the Principal Member has submitted the appropriate documentation pursuant to the rules established by the Board in its sole discretion.

(c) Voting. Each Principal Member shall have one vote per Member Hotel on any issue requiring a vote of membership in these Bylaws. Cardholders shall have no voting rights.

(d) Benefits. With exceptions to be determined by the Board with respect to benefits for Members whose Member Hotels include one or more Company Managed Hotels, every Member shall be entitled to all the benefits generally afforded to Members.

## 2. Acceptance of Members

(a) Principal Members. Any individual who:

- (i) meets the qualifications under Article II, Section 1(a);
- (ii) desires to be a Principal Member;
- (iii) submits the appropriate forms; and
- (iv) pays applicable dues for all of their Franchised Hotels and/or Company Managed Hotels (as applicable), shall be a member as such term is defined by the Georgia Code and a Principal Member in good standing for the Calendar Year in which he or she applied, subject to Section 7 of this Article II and Article IX.

(b) Cardholders. Any individual who:

- (i) meets the qualifications under Article II, Section 1(b);
- (ii) desires to be a Cardholder; and
- (iii) is designated as a Cardholder by a Principal Member for a Member Hotel which has not exceeded its allocation of Cardholders (as determined by the Board, in its sole discretion), shall be deemed a Member in good standing for the Calendar Year in which the Principal Member who designated the Cardholder is a Principal Member, subject to Section 7 of this Article II and Article IX.

## 3. Resignation of Members

Any Member may resign by providing written notice of such intention to the Secretary. Such resignation is effective when notice is delivered unless the notice specifies a later date. Resignation shall not relieve a Member of any financial obligations to the IHGOA incurred prior to the effective date of such resignation and the IHGOA will not refund any payments made by any Member who resigns.

## 4. Transfer of Membership

Except where the Principal Correspondent has been changed from one individual to another in accordance with IHG's records, membership in the IHGOA is not transferable or assignable without the express consent of the Board or the enactment of a Board policy that allows for same in whole or in part.

## 5. Membership Dues and Special Assessments

The amount, billing and collection of dues shall be in a manner prescribed by the Board. Further, the Board may impose such special assessments as it determines necessary by a vote of two-thirds (2/3) of the Board.

## 6. Membership Year

The membership year shall be the Calendar Year.

## 7. Termination or Suspension of Membership

(a) Principal Member. A Principal Member's membership shall be automatically terminated if applicable annual membership dues or assessments, if any, are not paid on a timely basis. Additionally, a Principal Member may be terminated, suspended or forfeit certain Member benefits, as provided in Article IX. Termination or suspension (each, a "Termination Event") shall not relieve a Member of any financial obligations to the IHGOA incurred prior to the date of such Termination Event and the IHGOA will not refund any amounts paid by a Member whose membership is impacted by a Termination Event.

(b) Cardholder. A Cardholder may be terminated, suspended or forfeit certain benefits in the same manner as a Principal Member. In addition, the resignation or termination of the Principal Member who designated a Cardholder will constitute an automatic termination of such Cardholder's membership. The suspension of the Principal Member who designated a Cardholder will constitute an automatic suspension of such Cardholder's membership.

## 8. Meetings

(a) Annual Meeting. The Annual Meeting of Principal Members of the IHGOA shall be scheduled to coincide with and at the place of the IHG Americas Investor's Conference. If the IHG Americas Investor's Conference is not being held in any given year, the Annual Meeting shall be held at IHGOA's principal office or other suitable place at the Board's discretion no later than December 15. At the Annual Meeting, the Directors for the Calendar Year following the Annual Meeting shall be voted upon by the Principal Members, subject to Article II, Section 9.

(b) Special Meetings. Special meetings of Principal Members may be called by the Board or the written request of twenty-five percent (25%) of Principal Members in good standing. Special meetings shall be held at a time and place that the Board may determine.

(c) Notice of Meetings. By or at the direction of the Chair or Secretary, notice of the place, date and time of any such meeting of Principal Members shall be in writing to each Principal Member by first-class mail, registered mail, overnight delivery, or electronic mail no fewer than thirty (30) days nor more than sixty (60) days before the meeting date. In the case of a Special Meeting the notice shall state the purpose or purposes for which the meeting is called. A Principal Member's attendance at a meeting constitutes a waiver of any objection by such Principal Member to the lack of notice or defective notice of the meeting, unless such Principal Member, while present at the meeting, objects to holding the meeting or transacting business due to such lack of or defective notice.

## 9. Action Without a Meeting

Action required or permitted to be approved by Principal Members may be taken without a meeting if the IHGOA delivers a ballot in writing via mail or by electronic transmission to every Principal Member entitled to vote on a matter. Said ballot shall set forth each proposed action, indicate the number of responses needed to meet the quorum requirements, state the percentage of approvals necessary to approve each matter, provide an opportunity to vote for or against each proposed action and the specific time by which a ballot must be received by the IHGOA in order to be counted. Approval by ballot pursuant to this section shall be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting and the number of approvals exceeds fifty percent (50%) of the votes cast.

## 10. Quorum

Principal Members who have voting rights with respect to at least ten percent (10%) of the Member Hotels shall constitute a quorum at a meeting. If less than twenty percent (20%) of the Member Hotels are represented in person by their respective Principal Members, the only matters that may be voted upon at the Annual Meeting are those matters described in the notice. Whether or not a quorum is present, a majority of the Principal Members present may adjourn the meeting from time to time without further notice.

## 11. Voting

Only Principal Members in good standing as of the record date and present shall be eligible to vote at the Annual or Special Meetings. Voting by proxy is not permitted. When an action is to be taken by a vote of the Principal Members, it shall be authorized if the votes cast by the Principal Members entitled to vote at a meeting where a quorum is present are in favor of the action and such votes exceed fifty percent (50%), unless a greater vote is required by statute. The record date to determine Principal Members entitled to notice of any meeting shall be one (1) day prior to the meeting.

**ARTICLE III – BOARD OF DIRECTORS**

## 1. Composition

The Board shall consist of eighteen (18) Directors comprised of the following:

- (a) Elected Directors. Thirteen (13) individuals with the qualifications set forth in Article III, Section 2 (to be further sub-classified as either Regional Representatives or Directors at Large by the Nominating Committee) and who are elected by the Principal Members at the Annual Meeting.
- (b) The PCCR. An Officer of the IHGOA appointed as set forth in Article IV.
- (c) The IPC. The individual that served as Chair in the Calendar Year prior to the beginning of the new Chair's Term.
- (d) IHG Director. An individual appointed by IHG.
- (e) The CEO. An Officer appointed pursuant to Article IV.
- (f) The Chair. An Officer appointed pursuant to Article IV.

Each Director shall have one vote on any matter requiring Board approval, other than the IPC, who shall sit on the Board solely in an advisory capacity. The number of Elected Directors may be increased or decreased from time to time by a vote of two-thirds (2/3) of the Board.

## 2. Qualifications for and Nominations of the Directors

(a) Elected Directors. To be nominated as an Elected Director, an individual must (i) be a Member in good standing; (ii) be either a Principal Correspondent or owner, in part or in whole, of interest in at least one Member Hotel; and (iii) not be contracted or employed by IHG. Nominations for the Elected Directors shall be made pursuant to the rules established by the Board from time to time. Unless a State of Emergency exists and the Board has voted to extend the Term of the current Elected Directors pursuant to Article III, Section 3(a)(iv), the Board, either directly or through the Nominating Committee, shall select a single slate of candidates for the Elected Director positions that are due to be vacant at the end of the then current Calendar Year no later than thirty (30) days prior to the Annual Meeting. Further, each Principal Member may vote for or against the nominated slate, not for each individual nominated unless additional persons are nominated for one or more Board positions by Principal Members pursuant to the rules established by the Board. In such a case, only such position(s) where Principal Members have nominated additional persons for a particular Board seat shall be subject to a separate vote.

(b) Designated Directors. The qualifications for Designated Directors (specifically the CEO, Chair, IPC and PCCR) shall be as set forth in Article IV. Designated Directors are appointed by virtue of their status as Officers, and therefore are not nominated.

(c) The IHG Director. IHG may select any individual to serve as the IHG Director.

## 3. Tenure, Resignation and Removal

(a) Term of Directors.

(i) Each Elected Director shall serve for a Term of two years to commence on the January 1<sup>st</sup> following the Annual Meeting at which they were elected. An Elected Director may serve for multiple Terms but may only serve two (2) Terms consecutively. The Terms of Elected Directors shall be staggered such that not all Elected Directors shall be elected in the same year.

(ii) A Designated Director's Term on the Board shall be co-extensive with the Term of the Officer position that provides for his or her seat on the Board, and is subject to extension in the case of a State of Emergency pursuant to Article IV, Section 4(d)(iii).

(iii) The IHG Director shall serve until he or she resigns or is replaced by IHG.

(iv) Notwithstanding Section 3(a)(i), if a State of Emergency exists prior to the Annual Meeting in any given Calendar Year, the Term of any number of Elected Directors may be extended by a vote of two-thirds (2/3) of the Board for a Term of one year. If any Elected Director whose Term is extended through this provision refuses to extend his or her Term, then such Elected Director shall have been deemed to have resigned during his or her Term and the seat of such Elected Director shall be filled pursuant to the vacancy procedure set forth in section 6 of this Article III.

(b) Resignation. Any Director may resign by providing written notice to either the Secretary or the CEO. The resignation of a Director is effective upon its receipt by the IHGOA or at a subsequent time as set forth in the notice of resignation or at any later time specified, and, unless otherwise specified in the notice of resignation, the acceptance of such resignation shall not be necessary to make it effective. A resignation pursuant to this provision is considered completion of a full term for purposes of re-election. In the event that a Director (other than the IHG Director) becomes employed or contracted by IHG during his or her Term, such Director shall be deemed to have resigned effective as of the date of such contract or employment with IHG. A resignation of a Director who is an Officer shall also constitute such individual's resignation as an Officer.

(c) Removal. A Director may be removed by a two-thirds (2/3) vote of the Board. Removal of a Director who is an Officer shall also automatically constitute the removal of such person as an Officer. Notwithstanding the foregoing, if the CEO is a party to a contract providing for the method of termination of his or her employment, the CEO may only be removed as a Director pursuant to the terms of such contract.

#### 4. Powers

The Board shall have supervision, control and direction of the affairs of the IHGOA, shall determine its policies within the limits of these Bylaws, shall actively pursue the IHGOA's purposes and shall have discretion in the disbursement of the IHGOA's funds. The Board may adopt such rules, regulations and policies for the conduct of its business as shall be deemed advisable, and may, in the execution of the powers granted hereby, appoint and delegate such Officers, agents or Committees, except as may be limited by statute and these Bylaws, as the Board may consider necessary.

#### 5. Reports

The Board shall make an annual report of its stewardship and of the general status of the IHGOA at the Annual Membership Meeting of the IHGOA and at such other times as it may deem necessary.

#### 6. Vacancy

(a) Elected Directors. A vacancy occurring by reason of death, resignation or removal of an Elected Director shall be filled by the Board for the balance of the Term by an individual qualified to serve as an Elected Director from the same region as was represented by the Elected Director whose seat has been vacated.

(b) Designated Director. In the event of a vacancy of a seat held by a Designated Director, such Designated Director shall be replaced in the manner set forth in Article IV.

(c) IHG Director. In the event of a vacancy of the seat held by the IHG Director, the IHG Director shall be replaced by IHG.

(d) IPC. In the event of a vacancy of the seat held by the IPC, the Board may invite any previous IPC to fill the vacancy until the vacancy is filled. If there is no candidate that the Board agrees upon or if any candidate invited by the Board does not accept the Board's invitation, the seat may remain vacant for the balance of the Term.



(e) Effect of Partial Term. The new Director's fulfillment of a vacancy shall not be considered a Term for purposes of Article III, Section 3(a).

(f) Delayed Effective Date of Vacancy. A vacancy that will occur at a specific date (by reason of resignation effective at a later date or otherwise), may be filled before such vacancy occurs but the new Director may not take office until the effective date of such vacancy.

(g) Board Action During Vacancy. Notwithstanding any vacancy of a Board position, the Board may continue to conduct business pursuant to these Bylaws.

## 7. Board Quorum

A majority of the Directors then in office, other than the IPC, shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present, other than the IPC, may adjourn the meeting from time to time without further notice.

## 8. Manner of Acting

Actions voted on by a majority of the Directors present at any meeting at which a Board quorum is present shall constitute authorized actions of the Board, unless the vote of a greater number is required by law or by these Bylaws. Voting rights of a Director shall not be delegated or exercised by proxy.

## 9. Consent to Corporate Actions

Any action required or permitted to be taken pursuant to Board authorization may be taken without a meeting if a majority of Directors consent to the action in writing or by electronic transmission describing the action taken, and such writings and/or electronic transmissions are delivered to the IHGOA's Secretary for inclusion in the minutes for filing with the corporate records.

## 10. Compensation

Other than the CEO, whose compensation shall be determined by the Board, no Director shall receive compensation for his or her services.

## 11. Meetings

(a) Regular Meetings. The Board shall hold at least two (2) regular meetings per year at such times and places within or outside of the State of Georgia as the Board determines. The date, time and place of such meetings shall be determined by the Chair but may only be held upon at least thirty (30) days' advance notice.

(b) Special Meetings. Special meetings of the Board may be called by the Chair or the CEO, or upon written request of a majority of the Board, with advance notice to all Directors of not less than four (4) hours.

(c) Method of Participation. Directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means is deemed to be present at the meeting.

(d) Method of Notice/Waiver. By or at the direction of the Chair, Secretary, or CEO, notice of the place, date and time of any meeting shall be provided in writing to each Director and sent by electronic mail no fewer than, in the case of a regular meeting, thirty (30) days before the meeting date, and in the case of a special meeting, four (4) hours before the meeting. In the case of a special meeting such notice shall also state the purpose(s) for which the meeting is called. Attendance at the regular or special meeting constitutes a waiver of the notice requirements set forth herein unless the Director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**ARTICLE IV – OFFICERS**

## 1. Required Officers

The Officers of the IHGOA shall be the Chair, Chair-Elect, Treasurer, Secretary, PCCR, IPC and CEO and shall perform only the roles set forth below unless additional roles are otherwise expressly delegated to them by the Board. These Officers shall serve on the Board, shall be appointed, removed and shall serve the term as set forth in Article IV. The Board may appoint such other Officers as may be deemed necessary by the Board by a vote of two-thirds (2/3) of the Board.

(a) Chair. The Chair shall preside at all meetings of the Principal Members, the Board and the Executive Committee and also shall serve as a non-voting member of all standing committees, temporary committees and other working groups as the Board may form. The Chair shall make such reports and recommendations to the Board, or shall designate same, at any regular or special meetings concerning the IHGOA's work and affairs as in his or her judgment may be necessary for the Board's information and guidance. The Chair shall provide the annual report to the Principal Members and shall perform such other duties as may be incidental to the position.

(b) Chair-Elect. The Chair-Elect shall serve the functions of the Chair in the event of the Chair's absence, and, if such absence is caused by the Chair's resignation, refusal or inability to permanently act as Chair, until such vacancy can be filled as provided for herein. He or she shall also perform such other acts as assigned by the Chair or the Board and shall serve as the Chair in the subsequent Term. The Chair-Elect shall preside at and serve as the Chair of the Strategic Planning Committee when that Committee is in session.

(c) Treasurer. The Treasurer is the principal financial Officer of the IHGOA and shall serve as the Chair of the Finance and Audit Committee. The Treasurer shall have general supervision over the IHGOA's financial affairs and shall ensure that adequate and accurate financial records are maintained by the CEO.

(d) Secretary. The Secretary shall keep the minutes of the meetings of the Board, ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, perform all duties incident to the position of Secretary and perform such other duties as may be assigned by the CEO, Chair, Chair-Elect or the Board. The Board may delegate any of the Secretary's duties to the CEO.

(e) PCCR. The PCCR shall serve as the official liaison to the PCC.

(f) CEO. The CEO shall serve as the administrator and manager of the Association. The CEO shall be salaried, supervise all IHGOA staff, serve as a non-voting member of all standing and temporary committees and other working groups. In addition, the CEO shall perform or cause IHGOA staff to perform any and all other duties delegated to him or her by the Board from time to time. Moreover, if a State of Emergency exists, the CEO, in consultation the Officers, shall have the power to retain one or more experts to advise the Board for the duration of the State of Emergency and for a reasonable period of time thereafter.

(g) IPC. The IPC shall be the individual that served as Chair in the preceding Calendar Year and shall serve as the chairperson of both the Nominating Committee and the Officer Selection Committee.

## 2. Qualifications and Nominations

(a) Qualifications Applicable to all Officers. No Officer may be (i) contracted or employed by IHG; (ii) an owner, in whole or in part, of a Company Managed Hotel; (iii) a Principal Correspondent of a Company Managed Hotel; or (iv) an employee of a Principal Correspondent for a Company Managed Hotel.

(b) Additional Qualifications:

(i) The Chair. The Chair shall be the individual that served as the Chair-Elect in the preceding Calendar Year, unless such individual resigns during his or her Term as Chair-Elect and such vacancy has not been (and will not be) filled prior to

the subsequent Term. In such event, the Chair shall be an individual who was an Elected Director during the same Calendar Year.

(ii) Chair-Elect, Secretary and Treasurer. Each of the Chair-Elect, Secretary and Treasurer must have each been Elected Directors at the time of his or her initial appointment by the Board to the Executive Committee.

(iii) The PCCR. The PCCR must have previously served as the Chair and also be (aa) a Member in good standing; and (bb) the Principal Correspondent of or an owner (in part or in whole) of a Member Hotel.

(c) Nominations of Chair (if applicable), Chair-Elect, Secretary and Treasurer. In each Calendar Year, the Officer Selection Committee, pursuant to the guidelines adopted by the Board, shall nominate the Chair-Elect, Secretary and Treasurer positions as soon as practicable after the Annual Meeting. If the current Chair-Elect has resigned, and such vacancy has not been (and will not be) filled prior to the end of the Term, or if the current Chair-Elect's ascension to Chair has been vetoed pursuant to Article IV, Section 3 (a) (i), the Officer Selection Committee shall also nominate a Chair for the subsequent Term no later than December 1<sup>st</sup> of the same Calendar Year.

### 3. Manner of Election or Appointment

(a) The Chair. The current Chair-Elect shall be appointed the Chair for the subsequent Term unless (i) the Board vetoes such appointment no later than December 1st of the current Term; or (ii) the Chair-Elect has resigned, and his or her position has not been (and will not be) filled prior to the end of the current Term. In either case, the Board shall vote for a Chair for the subsequent Term after an individual is nominated by the Officer Selection Committee, but prior to the subsequent Term.

(b) Chair-Elect, Secretary and Treasurer. In each Calendar Year, after the slate of Officers is presented by the Officer Selection Committee but prior to the subsequent Term, the Board shall elect the Chair-Elect, Secretary and Treasurer. The Board may vote for or against each nominee on an individual basis.

(c) The CEO. The CEO shall be recommended by the other Officers, subject to final approval and appointment by the Board.

(d) The PCCR. The PCCR shall be appointed by the Past Chair Committee.

(e) The IPC. The current Chair shall be designated the IPC for the subsequent Term, unless the Board vetoes the appointment on or before December 1st of the Calendar Year in which he or she served as Chair. If the appointment is timely vetoed by the Board, the position of IPC shall remain unfilled for the subsequent Term.

### 4. Term and Term Limits

(a) Length. Other than the CEO and the PCCR, all Officers shall serve for a one-year Term. The CEO shall serve until the first to occur of his or her resignation or termination of employment. The PCCR shall serve a two-year Term.

(b) Commencement of Term. Other than the CEO, whose Term shall begin at the Board's discretion, the Terms of all Officers shall commence on the first day of the Calendar Year immediately following their appointment or election.

(c) Term Limits. The Chair may not serve more than two Terms and such Terms may not be served consecutively.

(d) Special Circumstances. Notwithstanding anything else set forth in this Article IV:

(i) A current or former Chair may serve additional or consecutive Terms in any of the following instances, subject to his or her nomination by the Officer Selection Committee and election by the Board:

(aa) the Chair-Elect position becomes vacant and the vacancy has not been (and will not be) filled prior to the subsequent Term; or

(bb) the Board vetoes the appointment of the current Chair-Elect as Chair for the subsequent Term pursuant to Section 3 of this Article.

(ii) A Chair-Elect who has resigned during his or her Term may ascend to Chair in future Calendar Years if he or she is re-elected as Chair-Elect pursuant to this Article IV.

(iii) If a State of Emergency exists prior to the expiration of an Officer's Term and such Officer is subject to term limits pursuant to Section 4(a) of this Article IV, then, the Term of any such Officer may be extended by a vote of two-thirds (2/3) of the Board for a Term of one year. If such Officer whose Term is extended through this provision refuses to extend his or her Term, then such Officer shall have been deemed to have resigned during his or her Term and the seat of such Officer shall be filled pursuant to the vacancy procedure set forth in section 8 of this Article IV.

## 5. Compensation

Other than the CEO whose compensation shall be determined by the Board, no Officer shall receive compensation for his or her services.

## 6. Resignation

Any Officer may resign by providing written notice to the Chair or the CEO. The resignation of an Officer is effective upon its receipt by the IHGOA or at a subsequent time as set forth in the notice of resignation or at any later time specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. A resignation pursuant to this provision is not considered completion of a full term for purposes of Section 4 of this Article IV. The resignation of an Officer who is a Designated Director shall also constitute such individual's resignation as a Director.

## 7. Removal

All Officers may be removed with or without cause by a two-thirds (2/3) vote of the Board. Notwithstanding the foregoing, if the CEO is a party to a contract providing for the method of termination of his or her employment, the CEO may only be removed pursuant to the Terms of such contract. The removal of an Officer who is a Director shall also constitute such individual's removal as a Director.

## 8. Vacancies

Except for the CEO, PCCR and IPC, vacancies occurring by reason of death, resignation or removal shall be filled, for the balance of the Term that was to be served by the Officer whose Officer position was vacated, by the Board. The Board shall elect individuals to fill vacancies from a list of one or more candidates nominated by the Officer Selection Committee. In the event the office of the CEO is vacated; the then current Officers shall recommend a replacement to the Board for consideration and approval. The new Officer's fulfillment of a vacancy shall not be considered a Term for purposes of Article IV., Section 4. In the event that the office of PCCR is vacated, the PCC shall elect a replacement to serve through the end of the then-current Term. In the event that the office of IPC is vacated, the procedure set forth in Article III, section 6 (d) shall control.

# ARTICLE V – COMMITTEES

## 1. Establishment

The Board and/or the CEO shall appoint and disband Committees, other than the Executive Committee, as necessary and however denominated (e.g., the committees specifically referenced in Exhibit A) to address topics of interest to the membership and/or IHG. Topics of interest shall include, but are not limited to, IHG standards and advocacy. The name, composition, mandate and voting rights for each such Committee shall be (a) subject to the approval of the Board and/or the CEO; and (b) where IHG is represented on such Committees, made in consultation with IHG.

## 2. Qualifications and Term

The Board and/or the CEO shall adopt rules regarding voting rights, appointment of Committee chairs and their replacements in the event of vacancies, constituency, removal, qualifications and term lengths for any IHGOA Committee participant. Where Committees are formed in consultation with IHG, IHG participants shall be appointed by IHG.

## 3. Committee Quorum

Unless the Board or the CEO otherwise directs, a majority of the voting members of each Committee shall constitute a Committee quorum, at any meeting of such Committee.

## 4. Manner of Acting

Actions voted on by a majority of the voting members present at any Committee meeting at which a Committee quorum is present shall constitute authorized actions of the Committee.

# ARTICLE VI – INDEMNIFICATION

To the fullest extent permitted under the Georgia Code, the IHGOA shall indemnify, hold harmless, and defend each person who is or was a Director, Officer, employee or agent of the IHGOA, including but not limited to those individuals serving on any Committee however such Committee may be denominated, against any liability or against other expenses (including reasonable attorneys' fees actually incurred), judgments, fines, penalties and amounts paid in settlement which are allowed to be paid or reimbursed by the IHGOA under the Georgia Code and which are actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a Director, Officer, employee or agent of the IHGOA. Notwithstanding anything contained herein to the contrary, nothing herein requires or permits the IHGOA to provide indemnification rights other than as are permitted under the Georgia Code.

# ARTICLE VII – BOOKS AND RECORDS

## 1. Maintenance of Books and Records

The IHGOA shall keep correct and complete records of the following:

- (a) Books and records of account;
- (b) The articles or restated articles of incorporation and all amendments to them currently in effect and these Bylaws;
- (c) Minutes of the proceedings of its Board and Committees, executed consents or resolutions evidencing all actions taken by Members and the Board, a record of all actions taken by a committee of the Board in place of the Board and waivers of notice of all meetings of the Board and its Committees; and
- (d) A record of its Members in a form that permits preparation of a list of the names and addresses of all Members, in alphabetical order, by class, showing the number of votes each Principal Member is entitled to cast.

The foregoing books and records shall be maintained in a form capable of conversion into written form within a reasonable time and kept in IHGOA's principal office or such other place designated by the Board.

## 2. Right to Inspect

The books and records specifically listed in Section 14-3-1602 (c) of the Georgia Code may be inspected and copied by any Principal Member in good standing, or his/her attorney, at any reasonable time and location specified by the IHGOA during

reasonable business hours upon five days' written notice provided that such Principal Member's notice complies with section 14-3-1602 (d) of the Georgia Code.

## **ARTICLE VIII – AMENDMENTS TO BYLAWS**

These Bylaws may be amended, repealed or altered, in whole or in part, by a two-thirds (2/3) vote of the Board. Written notice of such amendments shall be provided to the Members.

## **ARTICLE IX – DISCIPLINE**

### **1. Bases**

Any Member of the IHGOA may be suspended or expelled, or forfeit certain Member benefits, by the CEO or by the affirmative vote of two-thirds (2/3) of the Board under the following circumstances after due notice and hearing set forth below:

- (a) For violation of these Bylaws or any other Board-approved rules or policies of the IHGOA;
- (b) For acts of serious misconduct, as determined by the Board in its sole discretion, which bring discredit to either the IHGOA or to IHG;
- (c) If a Member has been convicted, adjudged or otherwise recorded as guilty by any court of a competent jurisdiction of a felony or a crime involving moral turpitude;
- (d) If a Member, the owner of the entity the Member represents or the entity being represented by such Member has been adjudged guilty of violation of law or regulation relating to the conduct of the business the Member represents; or
- (e) To the extent not provided for above, for the violation of any Member code of conduct adopted by the Board from time to time.

In the event of suspension, expulsion or loss of any Member benefits, such Member shall no longer be considered a Member in good standing, even if all dues have been paid for all IHG hotels.

### **2. Notification and Hearing Before Disciplinary Action is Taken**

Except where the event leading to discipline is governed by a separate CEO- or Board-approved rule or policy:

- (a) The Member shall be notified in writing by certified mail (or the equivalent of certified mail in the Member's country of residence) of the claims giving rise to disciplinary action (including a summary describing the facts giving rise to the action) no later than fifteen (15) days prior to the date the disciplinary action is to take effect.
- (b) The Member subject to discipline shall be given an opportunity to be heard, in person or orally not less than five (5) days prior to the date the disciplinary action is to take effect.

### **3. Reinstatement**

Except where governed by a separate CEO or Board-approved rule or policy, on written request signed by a former Member and filed with the Secretary: the CEO or the Board may reinstate such former Member to membership on such terms as the CEO or Board may deem appropriate.

**ARTICLE X – MEETING PROCEDURE**

The current Robert’s Rules of Order shall be the parliamentary authority in the conduct of meeting when not in conflict with these Bylaws.

EXHIBIT A  
DEFINITIONS APPLICABLE TO THE  
BYLAWS OF IHG OWNERS ASSOCIATION, INC.

“**Annual Meeting**” shall have the meaning set forth in Article II, Section 8.

“**Board**” shall mean the Board of Directors of the IHGOA.

“**Calendar Year**” shall mean January 1<sup>st</sup> to December 31<sup>st</sup>.

“**Cardholder**” shall have the meaning set forth in Article II, Section 1. (b).

“**CEO**” shall mean the Chief Executive Officer of the IHGOA.

“**Chair Elect**” shall have the meaning set forth in Article IV, Section 1.

“**Company Managed Hotel**” means a Member Hotel which is owned and/or managed by IHG.

“**Designated Director**” shall mean the individuals that sit on the Board by virtue of their position as Officers of the IHGOA and are not elected by the Principal Members. The Designated Directors are the CEO, the Chair, the IPC and the PCCR.

“**Director**” shall mean any individual listed in Article III, Section 1. All such individuals shall be collectively referred to as “Directors”.

“**Elected Director**” shall have the meaning set forth in Article III, Section 1. (a).

“**Executive Committee**” shall mean all the Officers set forth in Article IV Section 1.

“**Franchised Hotel**” means a Member Hotel that is licensed under a franchise agreement with IHG.

“**Georgia Code**” means the Georgia Nonprofit Corporation Code.

“**IHG**” means InterContinental Hotels Group, PLC or any of its affiliated entities.

“**IHGOA**” means the IHG Owners Association, a Georgia non-profit corporation.

“**IPC**” means the Immediate Past Chair.

“**Member**” shall mean any Principal Member or Cardholder. All Principal Members and Cardholders shall be collectively referred to as “**Members**”.

“**Member Hotel**” shall mean either (i) a Company Managed Hotel or (ii) a Franchised Hotel, for which dues are paid to the IHGOA for membership.

“**Nominating Committee**” shall mean a committee that may be established pursuant to Article V hereof and whose primary purpose is to nominate individuals to serve as Elected Directors.

“**Officer**” shall mean the individuals who are appointed as officers of the IHGOA pursuant to Article IV.

“**Officer Selection Committee**” shall mean a committee that may be established pursuant to Article V hereof and whose primary purpose is to nominate individuals to serve in certain Officer positions pursuant to Article IV.

“**Past Chair Committee**” shall mean a committee that may be established pursuant to Article V hereof and whose primary purpose is to provide constructive historical perspective, mentorship, advice and guidance to the Board.



“**PCCR**” shall mean the Past Chair Committee Representative.

“**Principal Correspondent**” means, with respect to a Member Hotel, the person listed in IHG’s records as the Principal Correspondent.

“**Principal Member**” shall have the meaning set forth in Article II, Section 1. (a).

“**Secretary**” shall have the meaning set forth in Article IV, Section 1.

“**State of Emergency**” means any circumstance that affects the Board and its appointed committees' ability to follow the governance processes then in place, including without limitation the nomination, appointment and election processes. By way of example, a State of Emergency can be an Act of God, a natural disaster, a health pandemic, an act of war or terrorism, or an action or decree of a governmental body. The existence of a State of Emergency shall be determined by a two-thirds (2/3) vote of the Board.

“**Strategic Planning Committee**” shall mean a committee that may be established pursuant to Article V hereof and whose primary purpose is to map the future vision of the IHGOA.

“**Term**” shall mean the period of time that a Director or Officer may remain as a Director or Officer, subject to the resignation, termination or removal of such Director or Officer.

“**Termination Event**” shall have the meaning set forth in Article I, Section 7.

“**Treasurer**” shall have the meaning set forth in Article IV, Section 1.