

Bylaws
of
Independent Brewers Alliance C.A.

A cooperative association formed under the provisions of the
Missouri Cooperative Associations Act on June 13, 2016.

GUIDING PRINCIPLES AND BYLAWS SUMMARY

Following is a summary of some of the important points of the Bylaws for your easy reference. This is a summary only and is not a substitute for you reading and understanding the Bylaws. In case there is a conflict between this summary and the Bylaws, what is in the Bylaws will control.

Purpose: The Independent Brewers Alliance (IBA) is a democratic member owned purchasing cooperative, with the purpose of leveraging the collective buying power of independent craft brewers and cider producers. IBA will use member feedback and input to create programs that reduce members' operational costs, cost of goods, and/or improve access to critical goods in short supply or with excessive minimums.

Incorporation and Tax structure: IBA registered in Missouri for reasons of favorable cooperative law. Missouri cooperative laws are some of the most flexible in the country and they specify that a business can be organized as a cooperative on the state level but choose its taxation structure as either a corporation or a partnership at the federal level. Being incorporated in this manner will allow IBA to pass a higher percentage of profits back to its members, and to avoid the double taxation of typical shareholder based companies.

Membership requirements: Eligibility and requirements for membership are set up to mirror the definitions of a craft brewer set forth by the Brewers Association (BA). Every IBA member must be a BA member in good standing. In addition, applicants will be approved or rejected based on the information in the membership application process, and their willingness to meet all membership requirements and comply with the by-laws. Upon acceptance, each member will purchase one (1) share of voting stock for \$1,000, which is fully refundable upon termination of membership. Members are free to leave at any time upon 60 days' prior written notice. Membership can be revoked if the member is not meeting the requirements set out in the membership agreement and/or the by-laws, or if a member is hurting the overall reputation of the group, as defined in each member's membership agreement. Decisions related to disputes among the Members, including accepting a new Member or removing a Member, will be made by the Membership Committee in accordance with Article VIII, Section 4. The Membership Committee will also help to craft policies and procedures with respect to membership recruitment and the application process. No member of the Membership Committee that is located within 25 miles of a Member involved in a dispute shall be allowed to vote on the outcome of such dispute.

Governance and voting rights: IBA will be governed by its Board of Directors. Most decisions will be made by the Board, or the Executive Director. Members can vote to replace the directors on the Board or a member can run themselves as a candidate to the board. All members, regardless of barrel volume or location, will receive one share, and one vote per share. (One member, one vote) There are no transfers or assignments of voting rights. Management Company shall also have representation on the Board.

Meetings: IBA will hold Annual Meetings. Members are expected to attend the annual meeting to conduct discussions related to the business of the Cooperative. If a member cannot attend a meeting at least every other year, IBA can withhold patronage distributions (as discussed in the membership agreement). Special Meetings will take place from time to time if there is urgent business. Members will be notified by email of such meetings at least 30 days in advance. Board of Director meetings will take place without notice to the general members, however, any details relating to member voting, policy change, change in infrastructure, or rebate distribution will be

communicated to members in a reasonable time frame to ensure proper action to vote or register individual input.

Obligations: Members will adhere to all requirements as set forth in the By-laws, and in their membership agreement and will provide access to all relevant information and documents necessary for IBA to effectively govern and operate according to IBA's purpose. Specifically, IBA will track members purchases with participating suppliers, and IBA will also require members to submit occasional information regarding their overall spending by category so that IBA staff and Management can make better decisions in regards to member purchasing programs.

Tiered buying Groups: Because the purchasing requirements are very different for brewers of different sizes, but IBA wants to make membership accessible to as many brewers as possible, members may be grouped by production volume into tiered groups. These different groups can provide suggestions and feedback to Management on which vendors to use and the needs of the group. Each tier group shall have an advisory council which will solicit member feedback from their tier.

Member opt-in by category: Pride in brewing and quality of beer produced is a value shared by all members. Therefore, members will never be forced to participate with a vendor or in a program in which they do not want to participate. IBA may provide certain category or vendor based purchasing programs which a Member may elect to "opt-in" on an annual or other basis as determined by IBA. A Member will receive a patronage distribution each year from rebates received from suppliers for purchases made through the Purchasing Programs to which Member opted to join. Members will not be eligible to receive patronage distributions attributable to rebates received from suppliers for purchases made through purchasing programs which a Member either was not eligible for or did not opt-in to join.

Rebate/Dividend disbursement: Member rebates, also called patronage distributions, will be dispersed to members on a quarterly, semi-annual, or annual basis in relation to their individual participation in those programs, in comparison to the entire amount of such products purchased by all Members through the same Purchasing Program. Patronage distributions will be proportional to each member's participation in a purchasing program. So that the cooperative remains financially solvent, patronage distributions are paid out after all costs and obligations have been met by IBA.

Management Agreement: The members of Cooperative Management Group are assisting IBA with capital, time, and co-op knowledge ranging from legal formation to cooperative tax law to buying group strategy. IBA's Board has entered into agreement whereby Cooperative Management Group will receive a portion of the net rebates if IBA is profitable.

Financial risk: Members only financial risks are their annual membership dues to join the group, and their initial stock purchase (which is refundable). No member is personally liable for the acts, debts, liabilities, or obligations of IBA, (i.e. a member's membership interest is nonassessable). A member is only liable to IBA for any unpaid subscription for the membership interest, unpaid membership fees, or any debt for which the member has separately agreed to be liable. Because IBA is being taxed as a partnership, the members will be allocated "Net Profits" and "Net Losses" from IBA's operations, but this allocation (for tax purposes) is not the same as being liable for the debts and obligations of IBA.

**BYLAWS OF
INDEPENDENT BREWERS ALLIANCE C.A.
A Missouri cooperative association**

Mission Statement

The Independent Brewers Alliance is a purchasing cooperative owned by its members and with a mission to: (i) assist its members in realizing savings on raw materials used in the operation of their businesses, (ii) provide programs to its members in order to increase their productivity and reduce their operational costs, and (iii) provide such other services to its members as the Board determines appropriate from time to time in order to improve members' operations.

Article I: Name; Taxation

1. **Name**. The name of this cooperative is Independent Brewers Alliance C.A. ("IBA").
2. **Tradenames**. IBA may operate under any tradename or d/b/a name that IBA's Board of Directors (the "Board") determines to be appropriate, provided that IBA has first filed all necessary paperwork with the Missouri Secretary of State and/or the proper authority of any other state in which IBA is registered to transact business.
3. **Taxed as Partnership**. IBA elects to be taxed as a partnership under Subchapter K of the Internal Revenue Code of 1986, as amended.

Article II: Purpose; Duration

1. **Purpose**. IBA was formed pursuant to the Missouri Cooperative Associations Act, RSMo. 351.1000 et.seq., ("**Act**") on June 13, 2016. IBA is primarily a purchasing cooperative owned by its members and was formed for the following purposes: (i) to assist its members in realizing savings on raw materials used in the operation of their businesses, (ii) to provide programs to its members in order to increase their productivity and reduce their operational costs, and (iii) to provide such other services to its members as the Board determines appropriate from time to time in order to improve the members' operations.
2. **Duration**. IBA shall exist in perpetuity, unless terminated earlier in accordance with these Bylaws or the Act.

Article III: Membership

1. **Membership Eligibility**. Eligibility for membership in IBA is limited to (i) an independent craft brewer or cider producer with a good reputation in the industry, which is a member in good standing of the Brewers Association, or (ii) any other person or entity that the Board may deem acceptable from time to time. Unless otherwise determined by the Board, there shall be no limit on the number of members of IBA.

2. **Membership Requirements.** To become a member in IBA, an eligible person or entity must:

(A) prepare and deliver an application for membership to IBA (including all other information or documents that IBA reasonably requests, which may include a credit application and/or financial statements),

(B) pay the price as set forth in the proposed Member's Member Agreement ("Share Price") for one share of IBA's stock ("Share"),

(C) enter into and sign the Member Agreement, as well as any other documents or agreements as determined by IBA, and

(D) pay all dues/fees required by IBA.

The Membership Committee and/or the Board may set additional and/or modify the foregoing membership requirements from time to time.

3. **Membership Interest.** Once an applicant has complied with all of IBA's membership requirements, that applicant will become a Member, and will receive a "Membership Interest" in IBA. Such Membership Interest shall give the Member: (i) "Governance Rights" being the right to vote and govern the operations of IBA to the extent set forth in these Bylaws, the Articles or as otherwise determined by the Board, and (ii) "Financial Rights" being the right to receive money (including distributions based on patronage) from IBA and other financial rights in IBA as set forth in these Bylaws, the Articles or as otherwise determined by the Board. A Member's Financial Rights will be divided into two (2) categories, and each category shall be represented by a separate "Capital Account", as described in Article XIII, Section 1.

4. **Transfers.** Except as otherwise stated in these Bylaws or otherwise approved by the Board, a Member may not transfer, assign, gift or sell all or any part of such Member's Membership Interest.

Notwithstanding the foregoing, if a Member who is an individual dies or a court adjudges such individual Member to be incompetent, or an order of relief under bankruptcy is entered with respect to a Member ("Incapacitated Member"), then such Incapacitated Member's executor, administrator, guardian, conservator, trustee or other legal representative ("Representative") may exercise the rights of such Incapacitated Member to the limited extent necessary to settle such Incapacitated Member's estate, the bankruptcy estate or in order to administer such Member's property, but otherwise shall not be able to exercise the Incapacitated Member's Governance Rights. IBA shall be notified in writing following the final disposition of and the determination of a successor to such Incapacitated Member's property. Nothing contained herein shall require IBA to permit such successor to become a Member and such successor shall still be required to meet all of the criteria of membership in order to succeed to anything beyond the Financial Rights of the Incapacitated Member.

5. **Reservation of Board's Right.** The Board may, in its sole discretion, create, modify, increase, decrease or alter classes of membership interests, including non-patron membership interests, and may, in its sole discretion, divide membership interests into districts, units, or allocation units or equity classifications, all upon the terms and conditions as determined by the Board.

6. **Control over Member.** No person shall be entitled to have any interest, direct or indirect, in, or control over, more than one Member. For purposes of these Bylaws, the term "**control over**" shall mean (i) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise, or (ii) ownership, whether it be direct or indirect, by Member and/or those persons owning an ownership interest in Member, in excess of twenty five percent (25%) of the ownership interest of an entity.

7. **Tiered Buying Groups.** IBA may from time to time establish "Tiered Buying Groups" to which the Members who meet the qualifications and criteria established by resolution of the Board (which may include the number of barrels of beer or cider that a Member produces per year) may belong.

By becoming a Member of IBA each Member agrees that IBA may automatically assign such Member's membership into a Tiered Buying Group based on the Member's qualifications. Any such qualifications and/or criteria determined by the Board may be amended or altered by the Board from time to time.

8. **Opt-In Purchasing Programs.** IBA may provide certain category or vendor based purchasing programs ("Purchasing Programs") which a Member may elect to "opt-in" on an annual or other basis as determined by IBA (a Member will not be able to opt in to a Purchasing Program offered within a Tiered Buying Group to which such Member does not belong). The Purchasing Programs available to Members may be different depending on the Tiered Buying Group to which such Member belongs and not every Member will have the right to participate in every Purchasing Program. A Member will receive a patronage distribution each year from rebates received from suppliers for purchases made through the Purchasing Programs to which Member opted to join based on the percentage of products that such Member has purchased through such Purchasing Program in comparison to the entire amount of such products purchased by all Members through the same Purchasing Program. Members will not be eligible to receive patronage distributions attributable to rebates received from suppliers for purchases made through purchasing programs which a Member did not opt-in to join.

IBA may also establish from time to time such reporting requirements as IBA deems appropriate and necessary which may include, but not be limited to submitting in writing a report stating the total amount of all product purchases made by a Member during the preceding calendar year or such Member's most recently completed fiscal year from all of such Member's vendors and suppliers.

Each Member consents to IBA receiving from those manufacturers, vendors and suppliers with whom IBA negotiates agreements/arrangements for products as part of a Purchasing Program copies of all Members' purchase information from such manufacturers, vendors and suppliers. This Article III, Section 8 shall serve as each Member's written permission for each such manufacturer, vendor and/or supplier to release to IBA all records regarding such Member's purchases of products through any Purchasing Program. This consent shall be self-executing and IBA may show any such manufacturer, vendor and/or supplier this specific provision in order to gain access to any Member's purchase information from such manufacturer, vendor and/or supplier.

This Article III, Section 8 cannot be modified, altered or repealed without the prior written consent of the Management Company.

9. **Obligations of Member.** In addition to any obligations set forth in the Member's Member Agreement, each Member shall pay all invoices of IBA (applicable to such Member) in accordance with the terms set forth in the invoice. Each Member shall further pay any of such Member's obligations payable to IBA as and when the same are due. Each Member shall pay its suppliers, lenders, and other creditors in a timely manner. Failure to comply with this Section 9 may result in the termination of a Member's membership in IBA in accordance with Article XI below. Additionally, if a Member fails to make any payments to IBA when due, IBA shall have the option to withhold any patronage distributions otherwise payable to such Member and offset the amount withheld against the delinquent amount owed to IBA, but in such event such withheld distributions will be treated as if actually made to such Member.

10. **Member Not Personally Liable for Cooperative's Debts.** Except as otherwise provided in these Bylaws, a Member is not personally liable for the acts, debts, liabilities, or obligations of IBA, and as such, a Member's Membership Interest is nonassessable. A Member is liable to IBA for any unpaid Share Price, unpaid membership dues, or a debt for which such Member has separately contracted with IBA, provided that no third party shall be a beneficiary of this obligation or be entitled to enforce this obligation.

Article IV: Membership Meetings

1. **Annual Meetings.** An Annual Membership Meeting shall be held in each calendar year on such date, and at such time and at such location as may be determined by the Board at which the regular business (e.g. review of IBA operations, election of Directors) and any other business may be brought. Notice of the Annual Membership Meeting shall be given to the Members at least thirty (30) days prior to the Meeting in accordance with Article XV. Annual Membership Meetings shall be led by the Chairman of the Board, or if none, then the highest ranking officer of IBA in attendance at such meeting. Voting for the election of directors at the Annual Membership Meeting, or at any Special Meeting, may be done by alternative ballot if so determined by the Board, in which case the voting will be done by the alternative ballot and not at the Annual Membership Meeting. For purposes of clarification, "alternative ballot" shall mean voting by electronic, telephonic, internet or other means as determined by the Board, and shall be by a ballot in the form as authorized by the Board.

2. **Special Meetings.** Special meetings may be called at the request of the Management Company, or at the request of at least twenty five percent (25%) of the Members or at the written request of one or more members of the Board in order to address issues not addressed at the previous annual meeting, and which cannot wait until the next annual meeting (e.g. removal of a Director, amending the Articles). No business shall be transacted at a special meeting except that which is specified in the notice for the special meeting. Notice of the date, time, place and purpose or purposes of a special meeting shall be given to the Members at least thirty (30) days prior to the meeting in accordance with Article XV.

3. **Record Date.** The date for determining which Members are entitled to notice of and to vote at a meeting shall be thirty (30) days prior to the date of such meeting.

4. **Quorum.** At any meeting of the Members, 25% of the Members, by number, shall constitute a quorum for the transaction of business at such meeting. The affirmative vote of a majority of Members at a meeting at which a quorum exists shall be required to take any action at such meeting. Notwithstanding the foregoing, if within a reasonable time after the start of a meeting a

quorum does not exist, then a majority of the Members in attendance can adjourn the meeting and announce a later date for the meeting to take place. No further notice is required, but IBA will use its reasonable efforts to notify the absent Members of the later date of the meeting. For purposes of determining whether the quorum requirement is met regarding the election of directors at an Annual Membership Meeting or a Special Meeting which is conducted by an alternative ballot, as provided in Article IV Section 1 above, the amount of ballots received on or before the date of the meeting by IBA shall be considered.

5. **Member Voting.** Unless otherwise set forth herein or as otherwise determined by the Board, each Member shall have one vote on any matter requiring the vote of IBA's Members. Each Member which is an entity shall designate one individual who shall represent and vote on such Member's behalf at all membership meetings, which designation may be changed by giving written notice to IBA's Secretary which will be effective as of the date of the Secretary's receipt of the notice but in any event at least 3 business days prior to the first meeting for which such change is to be effective. All voting must be done by a Member in person (which may be through remote communication (e.g. video or telephone communication) or by proxy. Notwithstanding the foregoing, voting for the election of Directors at the Annual Membership Meeting or for any Special Meeting may be done by alternative ballot as provided in Article IV Section 1 above if so determined by the Board. There will be no cumulative voting in the election of directors.

6. **Proxies.** All proxies shall be in writing and shall be executed by the Member issuing such proxy, or such Member's attorney-in-fact. Such proxy shall be filed with the Secretary of IBA, prior to or at the time of the membership meeting in order to be effective at that meeting. The Board may allow for a Member to provide an electronic proxy, upon such requirements as the Board may determine in its discretion. Except as otherwise set forth in these Bylaws, the provisions of RSMo. §351.1117(3) shall apply to all proxies made by the Members.

7. **Member Resolutions.** No resolution of the Members can bind IBA without the approval of the Board, except as otherwise set forth herein, and no action of the Members which has the effect of usurping the authority or power of the Board pursuant to the Act, the Articles, these Bylaws or otherwise shall be valid.

8. **Member Action by Consent.** Unless otherwise determined by these Bylaws or the Board, Members may take any action which could be taken at a duly held meeting of the Members by written consent, if such consent is signed and consented to by a majority of the Members, by number. Any Member which does not sign or consent to a written action shall have no liability for the action so taken but is bound to abide by such written action.

Article V: Board of Directors

1. **Regular Meetings.** Regular meetings of the Board shall be held at such times as the Board may provide by resolution. After the time and place of any regular meeting has been determined by resolution of the Board, no further notice of such meeting, regarding time, date, location or otherwise, need be given.

2. **Special Meetings.** Special meetings of the Board may be called by or at the written or oral request of any two (2) Directors.

3. **Chairman of the Board; Invitees.** At any meeting of the Board, the Board may elect a Chairman of the Board to hold and lead meetings of the Board. If no Chairman of the Board is elected, then the highest ranking officer of IBA who is a member of the Board shall hold and lead the meeting. The Directors may invite the Executive Director or any officer of IBA or other person to join any Board meeting.

4. **Notice of Meetings.** Except where the date and time of a regular meeting is determined pursuant to Article V, Section 1, notice of any meeting of the Board shall be given at least ten (10) days prior to such meeting in accordance with Article XV. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. **Quorum.** A majority of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

6. **Majority to Act.** Unless a higher percentage or number of Directors is required, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board. Each Director shall be given one vote for each matter upon which the Board is voting at a meeting.

7. **Director's Duties Not Assignable.** A Director's duties are personal to such director and his or her duties cannot be exercised or executed by another acting on such Director's behalf, unless otherwise agreed to by a majority the Board prior to a meeting.

8. **Removal.** Subject to Article VI, Section 2, (i) a Director may be removed from the Board by the affirmative vote of the majority of the entire board at a meeting properly noticed and duly held if such Director shall, at the time of removal, fail to meet the qualifications stated in the Articles or these Bylaws for election as a Director, if any, or if such Director shall be in breach of any agreement between such Director and IBA, which includes, for Directors whom are also Members, or an owner or director of a Member, a breach of such Member's Member Agreement, and (ii) any director may be removed, with or without cause, by the unanimous vote of the remaining Directors of the Board at a meeting properly noticed and duly held. Any notice of a meeting at which a vote shall be taken to remove a Director shall state such purpose in such meeting notice.

Subject to Article VI, Section 2, (i) for so long as the Board remains divided into groups, Directors may be removed by the Members only for cause by an affirmative vote at a meeting of the Members duly held of at least 75% of all Members eligible to vote on the election of such Director, and (ii) at such time that the Board is no longer divided into groups, any one Director or all Directors may be removed, with or without cause, by an affirmative vote at a meeting of the Members duly held of at least 75% of all Members eligible to vote on the election of Directors.

9. **Vacancies.** Subject to Article VI, Section 2, any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board, unless otherwise provided by law. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Unless otherwise determined by a majority of the Board, any directorship to be filled by reason of an increase in the number of Directors may be filled by election of the Board for a term of office continuing only until the next election of Directors by

the Members. After the first anniversary of IBA’s incorporation, all Directors not appointed by the Management Company shall be Members.

10. **Action by Conference or Consent.** Any action that may be taken by the Board at a meeting may be taken (i) by telephonic or video conference, provided that all Directors shall be able to hear each other, or (ii) without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by that number of Directors necessary to take such action as set forth herein.

11. **Reimbursement of Expenses.** By resolution of the Board, each Director may be paid his or her expenses, if any, of attending a meeting of the Board, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board. No such payment shall preclude any Director from serving IBA in any other capacity and receiving compensation therefor.

12. **Director Voting.** A Director of IBA who is present at a meeting of the Board at which action on any IBA matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action. Directors may give advance written consent of any action to be taken at a Board Meeting by filing such written consent with the Secretary of IBA prior to the Board members voting on such issue. Directors may not give advance written dissent to any issue, and must be present at a meeting in order to register such dissent.

13. **Management Agreement.** The Board shall have the right at their discretion to enter into management agreements and/or consultant agreements in connection with the operations of the affairs of IBA, on such terms as the Board deems fit and proper. Any person or entity serving as a manager under an agreement shall be referred to herein as the “Management Company”.

14. **Patronage Distributions.** No less frequently than annually, the Board shall allocate and distribute to its Members patronage distributions based upon rebates received from suppliers. The total amounts to be distributed shall be determined by the Board acting in its sole discretion. Prior to determining the amounts to be distributed, the Board shall be authorized to set aside any amounts of IBA’s net income for IBA’s reserves and/or capital and operational needs as the Board determines necessary, in its discretion. Except as set forth in Article III, Section 7 and Section 8 with respect to Tiered Buying Groups and Purchasing Programs, said patronage distributions shall be paid to the Members based upon the quantity or the value of the business which is done with and/or for each Member during the immediately preceding period for which said patronage distribution is being computed. The date for determining which Members are entitled to receive a distribution shall be forty-five (45) days prior to the date of the distribution.

Article VI: Election of Directors

1. Number of Directors. Effective as of December 29, 2021, IBA shall have five (5) directors divided as follows: One Group A Director, 2 Group B Directors and 2 Group C Directors. The term of each Director shall be three years but shall be staggered so that only one group of Directors stands for election at each Annual Membership Meeting. For clarification, the existing staggering of the current board is such that the Group C Directors term shall expire at the 2022 Annual Membership Meeting; the Group A Director’s term shall expire at the 2023 Annual Membership Meeting and the Group B Directors term shall expire at the 2024 Annual Membership Meeting. For so long as the Management Company has the right to appoint Directors pursuant to Article VI

Section 2 below, then the Management Company shall appoint three of the Directors as provided in Section 2 below. If at any time the Management Company no longer has the right to appoint Directors, then a minimum of a majority of the total Board shall be the majority owner of a Member.

Notwithstanding the foregoing, the Board shall have the right to determine from time to time that the number of Directors may be increased or decreased, but not decreased below five (5), as the Board determines is in the best interests of IBA. In such event, the Board shall designate the total number of Directors each year on or before the date by which the notice of the Annual Membership Meeting is given and, in the event of an increase in the number of Directors, the Class(es) of Directors to which any additional members of the Board shall be elected. Such additional Directors shall be nominated and elected in accordance with the Bylaws of IBA. If no such designation is made by the Board, then the number of Directors for IBA shall remain at the number previously designated by the Board. Any decision to increase or decrease the number of Directors shall require the affirmative vote or consent of at least 75% of the Board.”

2. **Right of Management Company to Appoint Directors.** Notwithstanding anything herein to the contrary, for so long as a Management Company is providing management services to IBA, the Management Company shall have the right to appoint three (3) Directors to the Board (specified as one Director in each of Group A, B and C). Any Director appointed by the Management Company shall serve at the discretion of the Management Company and may only be removed by the Management Company. A Director appointed by the Management Company need not be a Member. If a vacancy shall occur in any Director position for which the Management Company has appointment power, then only the Management Company shall be able to appoint a replacement Director for such position. This Article VI, Section 2 shall not be amended without the prior written consent of the Management Company.

Article VII: Officers

1. **Officers.** IBA may have an Executive Director and such other officers and assistant officers as may be deemed necessary by the Board. IBA shall have a President, Secretary, and Treasurer which offices may be held by the same person. The Executive Director, Chief Executive Officer(s), President and Secretary shall be appointed by the Board, and none may be a Member or a representative of a Member. Any other officer may, but is not required to be, a Member or a representative of a Member. The Board shall assign the duties applicable to each office in its sole discretion.

2. **Termination of Officers.** Subject to any existing contractual obligations between the company and any person appointed to serve in any of the foregoing offices, such person may be removed from office by the affirmative vote or consent of a majority of the Board. Additionally, any Vice President, the Secretary, Treasurer, or any other officer (except for the Executive Director, the Chief Executive Officer(s) and the President) may be removed from office by the Executive Director, the Chief Executive Officer(s) and/or the President. In the event of a vacancy, the Board may (but is not required to) call a special meeting in order to appoint a successor to serve in such position.

3. **Authority to Bind IBA.** Unless otherwise determined by the Board, the Articles or these Bylaws, only the Executive Director, Chief Executive Officer, the President, or Secretary shall have the

authority to bind IBA. An Executive Director, Chief Executive Officer, President, or Secretary may execute membership certificates on behalf of IBA, if such certificates are to be issued.

Article VIII: Committees

1. **Rights of the Board.** Committees may be created or dismantled by resolution of the Board, and except as otherwise provided by law or in these Bylaws, such committee shall have such duties and powers as established by the Board from time to time. Each Committee shall consist of such number of persons as determined by the Board. The Board shall have the sole authority to appoint such persons to a Committee as the Board deems fit and proper. Members of a committee do not need to be members of the Board.

2. **Reimbursement of Expenses.** By resolution of the Board, each committee member may be paid his or her expenses, if any, for attendance of each committee meeting and for performing his or her duties as a committee member.

3. **Committee Meetings.** Meetings of the various Committees may be held at such times as determined by the Committee members, provided that the Board may direct that a committee meeting occur and the time frame in which the meeting is to occur. Each Committee shall keep minutes of its proceedings and shall make its own rules of procedure.

4. **Membership Committee.** There shall be a committee called the Membership Committee which shall be comprised of the Executive Director and/or such other persons appointed by the Board. The Membership Committee shall function as an autonomous, independent body and shall have the responsibility for determining the outcome of disputes among the Members, including but not limited to disputes as to whether terminate a Member's membership, as well as providing strategies for Member recruitment and retention, and such other responsibilities as may be determined by the Board. The Membership Committee may set or change the criteria and requirements for membership from time to time. The name of any applicant which meets the eligibility and membership requirements will be forwarded to all Members, and the Members shall have the opportunity to submit to the Management Committee, within 10 days of such Member's receipt of such notice, any objection of such Member to the acceptance of such applicant, provided that such objection is in good faith and in the best interests of IBA as a whole and shall not be based on any perceived impact on the business of the objecting Member, and which objection shall be in writing. The Membership Committee shall review all objections and determine if acceptance of a Member is appropriate. All decisions of the Membership Committee shall be based on an evaluation of whether or not, in the sole judgment of the Membership Committee, the action taken with respect to a proposed Member or a Member will be in the best interest of IBA as a whole (as opposed to whether or not such action would further or impede any interest of any particular Member(s)). A Membership Committee member shall not participate in any action of the Membership Committee concerning a Member located within 25 miles of any Member in which such Committee member has any ownership interest. This Article VIII, Section 4 cannot be modified, altered or repealed without the unanimous consent of the Membership Committee established hereby.

5. **Advisory Councils.** The Board may create an Advisory Council for each separate Tiered Buying Group. The purpose of the Advisory Council is to provide input, advice and recommendations to each Tiered Buying Group, IBA and the Management Company as to issues regarding the business

affairs and operation of the Tiered Buying Group and IBA, and to provide suggestions to IBA and the Management Company on vendor contracts and the needs of the Members. Alternatively, an Advisory Council may be called a Procurement Committee.

Article IX: Member Financial Information

1. **Member Obligations.** It shall be the obligation of each Member, within ninety (90) days after the end of each Member's fiscal year, to submit to IBA a report stating the number of barrels of beer or cider produced in the previous fiscal year and the total amount of monies spent on purchases through IBA, including but not limited to purchases through any Tiered Buying Group and/or Purchasing Program for such time period of such Member's most recently ended fiscal year, for confidential review by IBA, and to submit available interim financial information within thirty (30) days after requested to do so by IBA.

2. **Rights of IBA when Member is a Credit Risk.** If IBA determines that a Member represents an undue credit risk in regard to its ability to meet its financial obligations, in addition to any and all rights and remedies provided IBA in such Member's Member Agreement or these Bylaws, (i) such Member shall post such security with IBA as determined by the Board, and/or (ii) the Board may restrict such Member's participation in IBA activities to the extent deemed necessary or appropriate for a period of up to one (1) year without a prior hearing.

3. **Member Access to Records.** Members shall not have access to specific financial information submitted by other Members, and may have access only to other documents upon such terms, as provided by the Act, or as otherwise determined by the Board. Any and all Members seeking such access shall enter into and execute such agreements and documents, including, but not limited to, nondisclosure and noncompetition agreements, as may be required by the Board.

4. **Director Access to Records.** Directors shall not have access to specific financial information of any Member. Directors may, upon petition to the remaining Board members, have access to general information regarding the Members, so long as (i) such information is not identifiable as to any Member in particular, (ii) such Director's request is for purposes strictly and solely related to such Director's role as a Director, and (iii) access to such information by the Director is approved by the remaining Directors. Any Director who is granted access to the information of the Members as provided in this Section 4 shall not be entitled to copy or disseminate any information which he or she shall receive to any other person or persons.

Article X: Operations and Other Policies; Financing; Borrowing; Liability for Obligations; Intellectual Property

1. **Board's Right to Govern.** Subject to the terms of the management agreement between IBA and the Management Company, the Board shall manage the business and operations of IBA. Pursuant thereto, the Board may establish policies relating to the operations and financing of IBA, including, without limitation, such matters as borrowing, billing, credit, receivables, late payment penalties, recovery of operating expenses, establishment of reserves, distribution of allowances to Members,

and commitments. All such policies to the extent not inconsistent with these Bylaws shall be binding on all Members to the same extent as if they were set forth herein.

2. **Authorization to Borrow.** IBA is authorized to borrow to finance its operations in such amounts and on such terms and conditions as may be approved by the Board in its sole discretion and judgment.

3. **Member Responsibility.** Each Member shall be responsible for all products, materials, and/or services ordered by such Member, including but not limited to the due and punctual payment of all invoices rendered by suppliers for such products, materials, and/or services. Each Member shall indemnify and hold IBA harmless from any liability incurred by IBA related to such Member's purchase of products, materials, and/or services, including but not limited to such Member's failure to pay any and all invoices due to a supplier of Member. Except as otherwise agreed, no Member shall be responsible for debts of other Members.

4. **IBA's Intellectual Property Rights.** IBA may create, purchase or otherwise acquire ownership of, or acquire the right to use, any of the following: (i) marketing materials, instructional materials, and/or educational materials of all types regardless of the medium used to record such materials, including, but not limited to (a) videotapes, (b) audiotapes, (c) television shows, spots or commercials, (d) radio shows, spots or commercials, (e) newspaper and/or magazine advertising materials, (f) marketing art and text, (g) computer software and any other type of machine-readable information and/or materials; (ii) patents (whether pending or granted), trademarks, trade names, trade styles, trade dress, service marks, copyrights, logos, insignia, and any other type of intellectual property rights; (iii) rights of publicity, including, but not limited to, rights to use, promote, exploit and/or commercialize a person's or entity's name, voice, characteristics, image and/or likeness; and/or (iv) any type of system(s), publication(s), data, design(s), information and the like. All items described in the immediately preceding sentence are herein separately and collectively referred to as "**Proprietary Material**" for purposes of marketing, training, member development and/or any other use by IBA. The access to and rights to the use of any of the Proprietary Material by the respective Members, the monetary payments and other financial terms required for such access and use, and the termination of such access and use, shall all be governed by written rules and/or policies established by action of IBA.

Article XI: Termination or Resignation of Membership

1. **Resignation of Membership.** Subject to the terms of the Member's Member Agreement, such Member may resign from membership in IBA upon thirty (30) days prior written notice to IBA.

2. **Termination of Membership.** Each Member's membership is subject to termination by IBA pursuant to the Member's Member Agreement, these Bylaws and the Act. A Member whose membership is subject to termination due to a breach or default shall be furnished written notice of the existing breach and/or default in accordance with Article XV. If a Member fails to cure the breach or default per such notice to the satisfaction of IBA within thirty (30) days after notice being given, such Member's Membership Interest in IBA shall, at the option of IBA, thereupon automatically terminate.

3. **Release of Claims.** A Member whose membership is terminated, whether by resignation or otherwise (i) shall have no claim against IBA, the Board, other Members, Officers or assets of IBA, and (ii) covenants and agrees not to assert any claim or institute any action against IBA, the Board,

other Members, or Officers of IBA arising out of or as a result of the Member's membership in IBA and/or termination of such Member's membership.

4. ***Payment of Obligations.*** Simultaneously with the resignation and/or termination of a Member's Membership Interest: (i) any and all amounts of money and other obligations of such Member under the Bylaws and/or Member Agreement, including, but not limited to, payment of all amounts due to IBA as of the date of termination or resignation and payments on orders and/or invoices for materials not canceled by IBA, shall automatically be accelerated and immediately due and payable; and (ii) at the option of IBA, all outstanding orders or purchase orders submitted by such Member shall be canceled and null and void.

5. ***Redemption of Member's Share.*** Upon termination or resignation of any Member's Membership Interest in IBA for any reason, such Member shall immediately endorse the certificate representing such Member's Share over to IBA and deliver the same to IBA free and clear of all liens and encumbrances. In exchange for such certificate duly and properly endorsed over to IBA, IBA shall refund to such Member the Share Price for such Member's Share; provided, however, that IBA shall have the right to offset said sum by the total of any and all monies that such Member is obligated to pay IBA. If a Member refuses to sell and deliver such Member's Share certificate in IBA within thirty (30) days of the date of such Member's resignation from IBA or the date of the termination of such Member's Membership Interest in IBA, as the case may be, then such Member's Share certificate shall automatically be deemed canceled and rendered null and void and IBA shall in such event have no obligation to refund to such terminated Member the Member's aforesaid Share Price. The closing of any redemption of a Member's Share pursuant to this Article XI shall take place at such time and place as IBA may direct in writing to the Member.

Article XII: Severability

If any provision of this document is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and the remainder of this document shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of these Bylaws.

Article XIII: Taxation; Capital Accounts

1. ***Capital Accounts.*** As described in Article III, Section 3, a Member's Financial Rights will be divided into two (2) categories, and each will be represented by a separate "Capital Account". Each Member shall have a "Class A Capital Account" which shall be equal to the Share Price paid by such Member and the value of which shall not change or fluctuate under any circumstances. Each Member shall also have a "Class B Capital Account". The value of a Member's Class B Capital Account will fluctuate and shall be adjusted in accordance with partnership tax law, as set forth below, at any time a patronage distribution is made to a Member, a withdrawal is made by a Member, Net Profits or Net Losses are allocated to a Member, etc. Unless otherwise set forth herein, or as determined by the Board in its sole discretion, no Member shall be authorized to make any extra or additional capital contributions to a Member's Class A Capital Account or Class B Capital Account, and in no case shall a Member be authorized to contribute any property to such Member's Class A Capital Account or Class B Capital Account other than cash.

In general, each Member's Class B Capital Account will be maintained and adjustments made as set forth in Reg. 1.704(b)(2)(iv)(b) provided no distribution made with respect to the

repayment of a Member's Share Price shall be deemed a distribution to such Member with respect to such Member's Class B Capital Account.

In the event of a permitted sale or exchange of all or any portion of a Member's Membership Interest, the applicable transferred Capital Account of the transferor (whether the Class A Capital Account or the Class B Capital Account, as the case may be) shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations and if there is any profits interest transferred separate from the interests in the Capital Accounts such profits interest shall become the profits interest of the transferee. The manner in which Capital Accounts are to be maintained pursuant to this Section 1 is intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. If in the opinion of IBA's accountants or legal counsel the manner in which Capital Accounts are to be maintained pursuant to the preceding provisions of this Section 1 should be modified in order to comply with Section 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of Section 1, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining Capital Accounts shall not materially alter the economic agreement between or among the Members. Neither IBA, the Management Company, nor any Member, Director, officer or employee of either IBA or the Management Company shall have any personal liability to any Member for the repayment of any amounts outstanding in the Capital Account of a Member. Any such payment shall be solely from the assets of IBA. The Board shall have sole discretion in determining whether IBA should revalue its assets to fair market value and restate the capital accounts of the Members to reflect those values, in accordance with Treasury Reg. Section 1.704(1)(b)(2)(iv), in connection with a contribution of money or property (other than a de minimis amount) to IBA by a new or existing Member as consideration for a Share in IBA, provided any such revaluation shall only affect the Class B Capital Accounts; it not being intended that the Class A Interest shall be affected by any revaluation.

2. **Allocation of Net Profits and Net Losses.** The Net Profits and Net Losses for each Fiscal Year will be allocated to each Member as set forth in such Member's Member Agreement and is to be based upon the patronage of such Member. Net Profits and Net Losses shall have the meaning set forth on Exhibit A, attached hereto and incorporated by this reference, but generally Net Losses and Net Profits are based on the operations of IBA. An allocation of Net Losses to a Member for tax purposes does not make a Member personally liable for such Net Losses or any of the obligations of IBA or alter the provisions of Article III, Section 10.

3. **Compliance with Tests for Economic Effect.** Notwithstanding Section 2 hereof, there shall be allocated to a Member or an adjustment made to a Member's Capital Account (Class A or Class B as the case may be) that amount of income, gain or loss necessary, as determined by the accountants or legal counsel then serving IBA, acting in good faith, to assure that compliance exists with respect to the tests for economic effect and/or substantial economic effect set forth in the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, as amended from time to time.

4. **Patronage Distributions.** Distributions to each Member shall be made as set forth in each such Member's Member Agreement and will be based on patronage.

5. **Limitations on Distributions.** IBA shall not make any distributions to a Member, to the extent that, after giving effect to such distribution: (a) IBA would not be able to pay its debts as they became due in the usual course of business; or (b) IBA's total assets would be less than the sum of its total liabilities to which such assets are subject plus the amount that would be needed, if IBA were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution (if any) of Members whose rights to receive distributions are superior under this Agreement to the rights of the Members receiving the distribution, except that, for purposes of making such determination, liabilities to Members or former Members in their status as such shall be excluded.

6. **Determination of Profits and Losses.** The profits and losses of IBA shall be determined in accordance with accounting principles applied on a consistent basis established by the accountant for IBA.

7. **No Interest or Return of Capital Accounts.** No Member shall be entitled to interest on its Capital Contribution or Capital Accounts or to return of its Capital Contribution or Capital Account, except as otherwise specifically provided for herein.

8. **Accounting Period.** IBA's accounting period shall be selected by the Board.

9. **Dissolution of IBA.** If IBA is dissolved and its affairs are to be wound up, the Board (unless such duty is otherwise assigned to the Management Company) shall: (i) Sell or otherwise liquidate all of IBA's assets as promptly as practicable; (ii) Allocate any Net Profits or Net Losses resulting from such sales to each Member's Class B Capital Account in accordance with each Member's Member Agreement; (iii) Discharge all liabilities of IBA, including liabilities to Members who are also creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions and the return of capital, and establish such reserves which shall be maintained in amounts deemed sufficient by the Management Company for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of IBA's business as may be reasonably necessary to provide for contingent liabilities of IBA (for purposes of determining the Class B Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of IBA), provided that to the extent any liability or reserve is attributable to a Tiered Buying Group or an opt in program, such shall be paid to the extent possible from the Distributable Cash (in this case whether Tiered Buying Group Distributable Cash or IBA Distributable Cash) of such Tiered Buying Group or opt in program ; (iv) Discharge all liabilities of IBA to Members who are also creditors, to the extent permitted by law, with respect to liabilities to Members for distributions and the return of capital; and (v) Distribute the remaining assets (hereinafter referred to as the "Net Liquidation Proceeds") in the following order:

(i) If any assets of IBA are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or may be established by the Board; such assets shall be deemed to have been sold as of the date of dissolution for their fair market value.

(ii) To the Members in accordance with their positive Class B Capital Accounts until the Members' positive capital accounts have been reduced to zero.

(iii) Then to the Members until all Members' Class B Capital Accounts are equal.

- (iv) Then to the Members until their Class A Capital Accounts are reduced to zero.
- (v) Then, the balance, if any, shall be distributed to the Members equally.
- (vi) Net Liquidation Proceeds shall be paid by the end of IBA's taxable year or, if later, within 90 days after the date of liquidation. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Management Company, if any, and if none, then by Members holding in the aggregate at least fifty one percent of the Capital Accounts. IBA may offset damages for breach of this Agreement by a Member whose interest is liquidated (either upon the withdrawal of the Member or the liquidation of IBA) against the amount otherwise distributable to such Member.

Notwithstanding the foregoing, Net Liquidation Proceeds shall be identified as to the Business Segment they are derived from and reference to Members when referring to whom Net Liquidation Proceeds are to be paid shall mean the Members within the applicable Business Segment which generated the applicable Net Liquidation Proceeds.

10. **Deficit Capital Accounts.** Notwithstanding anything to the contrary in this Agreement, upon a liquidation of IBA within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations, if any Member has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any capital contribution, such Member shall have no liability to restore all or any portion of a deficit balance in such Member's Capital Account, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to IBA or to any other Person for any purpose whatsoever. Upon completion of the winding up, liquidation and distribution of the assets, IBA shall be deemed terminated.

Article XIV: Indemnification

1. **Indemnification.** IBA may indemnify a Person made or threatened to be made a party to a Proceeding by reason of the former or present Official Capacity of the Person against judgments, penalties, fines, including, without limitation, excise taxes assessed against the Person with respect to an employee benefit plan, settlements, and reasonable expenses, including attorney fees and disbursements incurred by the Person in connection with the Proceeding, if, with respect to the acts or omissions of the Person complained of in the Proceeding, the Person meets the criteria set forth in RSMo. §351.1081(3). The termination of a Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent does not, of itself, establish that the Person did not meet the criteria required in this Section 1.

2. **Reimbursement of Expenses.** If a Person is made or threatened to be made a party to a Proceeding, such Person may be entitled, upon written request to and approval by the Board, to payment or reimbursement by IBA of reasonable expenses, including attorney fees and disbursements incurred by the Person in advance of the final disposition of the Proceeding, provided that (i) such Person complies with RSMo. §351.1081(4)(1); and (ii) those making the determination determine that the facts then known would not preclude indemnification under Section 1 above. Nothing in this Article XIV shall require or limit the ability of IBA to reimburse expenses, including attorney fees and disbursements, incurred by a Person in connection with an

appearance as a witness in a Proceeding at a time when the Person has not been made or threatened to be made a party to a Proceeding.

3. **Determination of Indemnification or Reimbursement.** All determinations whether to indemnify a Person under Section 1 or to pay or reimburse a Person's expenses under Section 2 shall be made in accordance with the procedure set forth in RSMo. §351.1081(7).

4. **Indemnification or Reimbursement Not Exclusive Right.** The indemnification of a Person and/or payment or reimbursement of expenses provided by, or granted pursuant to, the other Sections of this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, vote of members or disinterested directors or otherwise, both as to action in his or her Official Capacity and as to action in another capacity while holding such office.

5. **Insurance.** IBA shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, committee member, employee or agent of IBA, or is or was serving at the request of IBA as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not IBA would have the power to indemnify him against such liability under the provisions of this Section.

6. **Merger or Consolidation of IBA.** For purposes of this Article XIV, in circumstances where IBA has merged or consolidated with another company or other companies, then references to "**IBA**" shall include, in addition to the resulting merged or consolidated corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

7. **Continuing Obligation.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XIV shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

8. **Limitation of Liability.** A director's personal liability to IBA and/or the Members for monetary damages for breach of fiduciary duty shall be eliminated to the fullest extent allowed by the Act.

9. **Definitions.** Capitalized terms used, but not otherwise defined, in this Article XIV shall have the meaning set forth in RSMo. §351.1081(2). "**Person**" means a natural person or an entity and includes, without limitation, a foreign or domestic corporation, whether not-for-profit or for profit, a partnership, a limited liability company, an unincorporated society or association, trust, two or more persons having a joint or common interest, or any other business entity.

Article XV: Notice

1. **Method of Notice.** Any notices required to be given under these Bylaws shall be in writing and may be made (i) by certified United States Mail, return receipt requested, addressed to the recipient at such person's last known address; (ii) by overnight courier addressed to the recipient at such person's last known address; (iii) by facsimile, at the last known facsimile number for the recipient; or (iv) by email to the last known email address of the recipient. Notice shall be deemed given (i) if sent by certified mail, when deposited in the U.S. Mail, properly addressed and with postage prepaid, (ii) if sent by courier, when deposited with such courier for delivery; (iii) if sent by facsimile, then upon receipt of confirmation of successful transmission; and (iv) if by email, when sent, provided that the sender does not receive a rejection notice within twenty-four (24) hours.

2. **Notices to Chairman.** If any notice or other document is to be given to the Chairman under these Bylaws or the Act, and no Chairman has been designated, then such notice or other document shall be given to the Secretary.

3. **Required Notice by Members.** A Member shall be required to immediately send written notice to IBA, upon the occurrence of each of the following events:

(a) A change in such Member's address or place of business;

(b) A change in the entity form under which such Member operates;

(c) (i) Such Member executing an assignment for the benefit of its creditors; (ii) Such Member becoming adjudicated bankrupt or insolvent; (iii) Such Member applying for or consenting to the appointment of a receiver, trustee or liquidator for all or a substantial part of its assets; (iv) Such Member filing a voluntary petition seeking reorganization or an arrangement with creditors or to take advantage of or to seek any other relief under any bankruptcy, reorganization, or other insolvency loss; (v) A petition being filed against such Member seeking reorganization of such Member or the appointment of a receiver, trustee or liquidator of such Member; or (vi) An order, judgment or decree being entered by any court granting any relief set forth above;

(d) At any time that such Member sells or has sold twenty-five percent (25%) or more of the business or assets of such Member, or such Member transfers or has transferred control of such Member, or, if such Member is a corporation or partnership or limited liability company, the shareholder(s) or partner(s) or member(s), as the case may be, of such Member sells or has sold, transfers or has transferred, when aggregated with all prior transfers of such shareholder(s) or partner(s) or member(s) after the time of signing such Member's Member Agreement, twenty-five percent (25%) or more of the equity interest in such Member or the voting control of such Member;

(e) The dissolution of such Member if such Member is a corporation or partnership or limited liability company or such other entity; or

(f) Any and all other actions or events which, pursuant to such Member's Member Agreement, has and/or would cause a termination of such Member's membership in IBA.

Any notice required to be sent pursuant to this Section 3 shall set forth in reasonable detail any and all facts and/or information related to the occurrence of any of the above-enumerated events.

Article XVI: Amendment to Bylaws; Amendment to Articles

1. ***Amending the Bylaws.*** Amendments to the Bylaws may only be made upon the affirmative vote or consent of at least seventy-five percent (75%) of the Board, and in such case IBA is authorized to amend and restate these Bylaws in their entirety with such changes stated therein without any further action required of the Board. Notwithstanding the foregoing, Article III Section 8 and Article VI, Section 2 may not be amended, repealed or altered without the prior written consent of the Management Company.

2. ***Amending the Articles.*** In order to amend the Articles of Association, the Board must first pass a resolution describing the amendment to be made with the affirmative vote or consent of at least seventy-five percent (75%) of the Board, which resolution must be forwarded to the members for the members' consideration with the notice of the next annual meeting, or notice of special meeting if one should be called in order to consider the amendment. At such meeting, the resolution must be approved by seventy-five percent (75%) of the members, by number, to be effective. Notwithstanding the foregoing, without the prior written consent of the Management Company, no amendment of the Articles shall be made which would have the effect of amending, repealing or otherwise altering the provisions of ARTICLE III, Section 8 or Article VI, Section 2.

AS ADOPTED BY THE BOARD ON MARCH 11, 2022.

EXHIBIT A

Definitions

When used in the Bylaws, the following terms shall have the following meanings:

"Business Segment" means each Tiered Buying Group, opt in program of the Tiered Buying Group, IBA or opt in program of IBA that is not an opt in program of a Tiered Buying Group to which a Member belongs.

"Distributable Cash" means all cash, revenues and funds received by IBA, less the sum of the following to the extent paid or set aside by IBA: (i) all principal and interest payments on indebtedness of IBA and all other sums paid to lenders; (ii) all cash expenditures incurred incident to the normal operation of IBA's business; and (iii) such Reserves as the Board deems necessary to the proper operation of IBA's business.

"Depreciation" means, for each fiscal year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such fiscal year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such fiscal year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such fiscal year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board.

"Net Profits" and **"Net Losses"** shall mean shall mean for each taxable year of IBA an amount equal to IBA's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items) (or to the extent attributable to a Business Segment equal to such Business Segment's net taxable income or loss for such year as determined for federal income tax purposes (including separately stated items)) in accordance with the accounting method and rules used by IBA and in accordance with Section 703 of the Code with the following adjustments: (a) Any items of income, gain, loss and deduction allocated to Members pursuant to Article XIII, Section 3 shall not be taken into account in computing Net Profits or Net Losses; (b) Any income of IBA that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be added to such taxable income or loss; (c) Any expenditure of IBA described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing Net Profits and Net Losses (pursuant to this definition) shall be subtracted from such taxable income or loss; (d) In the event the Gross Asset Value of any IBA asset is adjusted pursuant to clause (2) or (3) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses; (e) Gain or loss resulting from any disposition of any IBA asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed with reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value; (f) In lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss for any fiscal year, there shall be taken into account Depreciation for such fiscal year; and (g) To the extent an adjustment to the adjusted tax basis of any IBA asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to Section 1.704-

1(b)(2)(iv)(m)(4) of the Treasury Regulations to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Membership Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses. As stated in Article XIII, Section 2, allocation of Net Losses to a Member does not make such Member personally liable for the obligations of IBA, and such Member's personal liability is limited as set forth in Article III, Section 10.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

1. The initial Gross Asset Value of any asset contributed by a Member to IBA shall be the gross fair market value of such asset, as determined by the contributing Member and the Board.
2. The Gross Asset Value of all IBA assets shall be adjusted to equal their respective gross fair market values, as determined by IBA as of the following times (a) the acquisition of an additional interest by any new or existing Member in exchange for more than a de minimis contribution of property (including money); (b) the distribution by IBA to a Member of more than a de minimis amount of property as consideration for a Membership Interest; and (c) the liquidation of IBA within the meaning of Regulations Section 1.704-1(b)(ii)(g); provided, however, that adjustments pursuant to clauses (a) and (b) above shall be made only if the Board reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in IBA;
3. The Gross Asset Value of any IBA asset distributed to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the Board; and
4. The Gross Asset Values of IBA assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b); provided, however, that Gross Asset Values shall not be adjusted pursuant to this definition to the extent the Board determines that an adjustment pursuant to subparagraph (2) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (4).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (1), (2), or (4) of this definition, then such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

It is not anticipated that any property, other than cash, will be contributed to IBA or distributed to a Member and as such it is not expected that this definition of Gross Asset Value will have any applicability.