



**PLAN AND AGREEMENT OF MERGER  
BETWEEN  
AMERICAN VENOUS FORUM  
AND  
AMERICAN VENOUS FORUM FOUNDATION**



Plan and Agreement of Merger (“Plan of Merger” or “Agreement”) agreed to by and between the AMERICAN VENOUS FORM (“AVF”) and AMERICAN VENOUS FORUM FOUNDATION (“AVFF”).

AVF is an Illinois non-profit corporation exempt from federal income tax under IRS Code Section 501(c)(6) with a mission to advance education and science in venous disease.

AVFF is an Illinois non-profit corporation exempt from federal income tax under IRS Code Section 501(c)(3) with a mission to advance education and science in venous disease.

AVF and AVFF wish to merge their organizations in order to create a single, unified structure, improve operational efficiency, and more effectively pursue all elements of the mission and strategy.

The Boards of Directors of AVF and AVFF have approved the merger of AVF into AVFF in accordance with the Illinois General Not-For-Profit Corporation Act (the “Act”).

Therefore, it has been agreed by and between AVF and AVFF to enter into the Plan of Merger that is set forth immediately below.

**Article I  
Organizational Terms of Merger**

1. AVF and AVFF shall be merged into a single corporation (hereinafter the “Post-Merger Organization”), with AVFF being the surviving corporation (the “Merger”). The separate existence of AVF shall cease upon the Effective Date of the Merger.
2. AVFF shall continue as a corporation organized under the Certificate of Incorporation of AVF.
3. The Merger shall be effective at 11:59 p.m. on December 31, 2021, or on such subsequent date as specified by the parties (such date, the “Effective Date”). Prior to the Effective Date, AVF shall file a Certificate of Merger with the Illinois Secretary of State in accordance with the Act and AVF and AVFF shall make such filings as may be necessary to give effect to the Merger.
4. AVFF shall be governed by and adopt, as of the Effective Date, the Bylaws of AVF.
5. AVFF shall amend its Articles of Incorporation to reflect the name American Venous Forum, as of the Effective Date.

6. AVFF shall assume all of the assets and liabilities of AVF, as of December 31, 2021
7. The current Board of Directors and Officers of AVF shall serve in that capacity in AVFF in accordance with AVF's Bylaws.
8. Post-Merger Organization's principal place of business shall be at AVF's offices in Illinois.

**Article II**  
**Obligations of AVFF**

1. Prior to the Effective Date, AVFF shall work with AVF to facilitate the transition process in a timely and orderly manner, including using reasonable efforts to obtain any consents or approvals required to effect the Merger.
2. The parties shall work together to create mutually agreed member and media releases and responses.

**Article III**  
**Obligations of AVF**

Prior to and following the Effective Date, AVF shall work with AVFF to facilitate the transition process in a timely and orderly manner, including using reasonable efforts to obtain any consents or approvals required to effect the Merger.

**Article IV**  
**Financial Terms**

The assets of AVF and AVFF shall be combined into those of AVFF to form the Post-Merger Organization. The Post-Merger Organization should file final tax returns for AVF.

**Article V**  
**Approval Procedures**

1. Board of AVF: Pursuant to Illinois and the Bylaws of AVF, AVF's Board of Directors has adopted a resolution approving the Plan of Merger.
2. Board of AVFF: Pursuant to the Act and the Bylaws of AVFF, the Board of Directors of AVFF has adopted a resolution approving the Plan of Merger.
3. Members of AVF: AVF will obtain approval of its members in accordance with the Act.

**Article VI**  
**Default and Remedies; Termination**

AVF may terminate this Agreement in the event the Effective Date does not occur by December

31, 2021, upon written notice to the other party.

**Article VII  
Governing Law**

This Agreement shall be interpreted under the laws of the State of Illinois. Exclusive jurisdiction and venue for claims made under this Agreement shall reside in the courts seated in Cook County, Illinois.

**Article VIII  
Authority, Execution**

1. Each of the parties hereto is duly organized, validly existing and in good standing under the laws of its state of organization, has all requisite corporate power and authority to conduct its business as it is now being conducted and to own and use the properties and assets that it purports to own, has not conducted any business for any purpose or in any manner not permitted of a tax exempt organization and has conducted its business in accordance with all applicable laws and regulations.

2. The undersigned warrant that they are duly authorized by their organizations to enter into this Plan of Merger. This Plan of Merger has been approved by all required corporate action, is binding upon the parties hereto and does not conflict with the governing documents of the undersigned, will not contravene, conflict with or result in a violation of any of the terms or requirements of any law, order or regulation applicable to the undersigned or contravene, conflict with or result in a violation or breach of or result in a default under the provisions of any contract or agreement material to the undersigned or give any person the right to modify, terminate or accelerate any right, liability or obligation of the undersigned under any such contract or agreement.

In witness thereof, the parties hereto have duly executed this Plan of Merger.

**AMERICAN VENOUS FORUM**

By: 

Name: Antonios Gasparis, MD

Title: President, American Venous Forum

Date: November 16, 2021

**AMERICAN VENOUS FORUM FOUNDATION**

By: 

Name: Harold Welch, MD

Title: President, American Venous Forum Foundation

Date: November 16, 2021