

MERGER AGREEMENT

This Merger Agreement made and entered into among UNITE HERE Local 2 ("Local 2") and UNITE HERE Local 2850 ("Local 2850").

WHEREAS, UNITE HERE and its affiliates can best achieve their goals through increased efficiency accomplished, where appropriate, through consolidations which minimize unnecessary overlaps, potential sources of competition and duplications of effort and which maximize the resources available to devote to organizing and to service; and

WHEREAS, Local 2 and Local 2850 represent workers with common employers and recognize the value of consolidating their strengths to achieve the goals of their individual memberships; and

WHEREAS, it would promote efficiency of operations for Local 2850 to merge into Local 2; and

WHEREAS, Local 2 and Local 2850 desire to combine their resources and energies in order to fulfill their mutual objectives, to more efficiently serve their members and organize new members; and

WHEREAS, the merger of Local 2850 into Local 2 is in the best interests of UNITE HERE, Local 2 and Local 2850, and of all of their members; and

WHEREAS, the respective Executive Boards of Locals 2850 and 2 have approved this Merger Agreement; and

NOW, THEREFORE, IT IS HEREBY AGREED by and among UNITE HERE Local 2 and UNITE HERE Local 2850 that Local 2850 shall merge into Local 2 on the following terms:

1. Governing Documents: The merger will be in accordance with the terms of this Merger Agreement and the UNITE HERE Constitution. Upon the Effective Date, as defined by paragraph 12, Local 2850's Bylaws shall become null and void and the merged organization shall be governed by the Bylaws of Local 2. In the event of conflict among

the governing documents, the UNITE HERE Constitution shall prevail over this Merger Agreement, which shall in turn be superior to the Locals' bylaws.

2. Secret Ballot Elections: Local 2850 and Local 2 members shall have the opportunity to decide, after notice and an opportunity for discussion, in separate secret ballot elections determined by a majority of those voting, whether they approve of the Local 2850 merger into Local 2, which would replace Local 2850 as the collective bargaining representative of Local 2850 members. These votes shall occur no later than June 30, 2022.

3. Collective Bargaining: The merger is intended to maintain the continuity of representation and shall not be deemed to impair or otherwise affect any federal certification of Local 2 and Local 2850 as collective bargaining representatives or agent, or any right or obligation of Local 2 and Local 2850 under any collective bargaining agreement or checkoff authorizations; but, all rights, privileges, duties, and responsibilities vested in Local 2 and 2850 pursuant to such certifications, agreements or authorizations are to be deemed vested in Local 2.

Until replaced in due course or pursuant to the Local 2 Bylaws, individuals serving as Local 2850 stewards shall continue to serve in the same capacity with Local 2, and, shall continue to exercise the same responsibilities with respect to contract administration as before.

4. Trust Funds: Any health and welfare trust or pension trust to which Local 2 and Local 2850 are parties shall not be deemed to be altered by virtue of this merger. All rights, privileges and directions of powers of appointment vested in Local 2 and Local 2850 and relative to such trust shall become vested in and exercisable in Local 2 acting by and through its appropriate officers and executive board.

5. Membership: All members of Local 2850 shall, without further application or action of any kind, be deemed for all purposes to be members of Local 2. Whenever a condition of the enjoyment of any right or privilege is based on length of membership in

Local 2, previous membership in Local 2850 shall be deemed the equivalent of membership in Local 2.

6. Dues: Dues rate(s), and initiation and reinstatement fees for members working in a shop formerly represented by Local 2850 shall remain the same until such time as the members of the merged local vote to change the dues and fee rates.

7. Officers: The Officers and Executive Board of the merged Local shall be:

Anand Singh, President

Tina Chen, Secretary Treasurer

Yulisa Elenes, Vice President- East & North Bay

Chito Cuellar, Vice President- San Francisco & Peninsula

Josephine Garcia, Executive Board

Elena Duran, Executive Board

Fabiola Benavidez, Executive Board

Marie Nazaire, Executive Board

John Elrod, Executive Board

Bill Fung, Executive Board

Liana Chen, Executive Board

Jesse Johnson, Executive Board

Patrick Cirby, Executive Board

Angie Nandin, Executive Board

Tony Evans, Executive Board

Rosa Sia, Trustee

Francis Kelly, Trustee

Vera Travis, Trustee

8. Term of Office: The Officers and Executive Board members named in paragraph 7 shall serve in same role for the remainder of the current Local 2 term of office. The next election of Officers and Executive Board shall be held in May of 2024 and then be conducted every 3 years thereafter, consistent with the Local 2 Bylaws.

9. Union Staff: All employees of Local 2850 shall become employees of Local 2 on the effective date of the merger. Terms and conditions of employment shall be determined through collective bargaining, where appropriate, and consistent with the Local 2 Bylaws.

10. Assets and Liabilities: On this Merger Agreement's effective date, all of Local 2850's assets, including all monies, funds or property, tangible or intangible, including all records and the systems by which they are maintained, shall become Local 2's assets, Local 2850's Strike and Defense Fund shall be merged into Local 2's Strike Benefit Fund, and all rights, privileges and powers concerning these assets, of whatever kind or nature shall be transferred and vested in Local 2. Local 2 shall assume and be responsible for all of Local 2850's obligations and liabilities of Local 2850 of every kind and character.

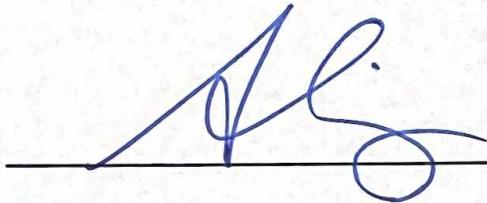
The officers and employees of Local 2 and Local 2850, or any other person holding any assets or property of Local 2 and Local 2850, shall be empowered and authorized, and may be required from time to time, on and after the effective date of this merger, to execute and deliver, or cause to be executed and delivered, upon the request of Local 2, all such deeds, documents, authorizations or instruments as may be necessary, appropriate, or indicated in order to convey, transfer, or confirm the right, title, and interest of Local 2850 in and to such assets or property.

11. Savings Clause. If any provision of this agreement shall be held invalid, the remainder of this agreement shall not be affected thereby. The respective chief executive officers of Locals 2850 and 2 at the time this Merger Agreement is made shall have authority to mutually revise any provision of this Merger Agreement which may be in conflict with applicable law so as best to effectuate the purposes of this agreement. They may apply jointly to UNITE HERE's President for resolution if they are unable to agree.

12. Effective Date of Merger and Expiration of Merger Agreement: The effective date of the merger shall be July 1, 2022, following approval by a secret ballot majority vote of the memberships of both Local 2 and Local 2850 and approval of the UNITE HERE

Executive Committee. Subsequently, Local 2 shall continue to be governed by the UNITE HERE Constitution and Local 2's bylaws. Prior to the effective date of the merger but after approval of the merger agreement, the officers of Local 2 may take steps consistent with the merger, such as changing signatories on accounts.

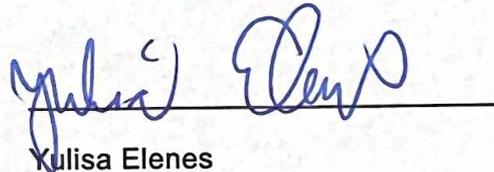
The signatures below signify and warrant that this Agreement has been approved by Executive Boards of Locals 2 and 2850, that the undersigned are fully authorized to execute this agreement by their respective Local Unions, and that each of the merging Local Unions shall be fully and completely bound in accordance with the provisions contained in this Agreement.



Anand Singh

President

UNITE HERE Local 2



Yulisa Elenes

President

UNITE HERE Local 2850