



## **SAG-AFTRA MERGER AGREEMENT**

### **Purpose of the Merger Agreement**

This Merger Agreement (the “Agreement”) is made and entered into between AFTRA, a New York unincorporated association, and SAG, a nonprofit mutual benefit corporation organized under the laws of the State of California, in order to further their mutual goal of providing the most effective representation for all actors and other media artists (hereafter collectively referred to as “media artists”) and safeguarding the rights of self-organization and collective bargaining guaranteed by the National Labor Relations Act.

### **Name of New Union**

The union formed by the merger of AFTRA and SAG will have the full legal name of (...) and will be commonly known as SAG-AFTRA (referred to herein as “SAGAFTRA” or the “Union”).

### **Effects of Merger on Pending Litigation**

On the Effective Date, the Union shall be substituted for SAG or AFTRA as a party to any suit, action or proceeding before any court, administrative agency or other entity in which SAG or AFTRA is a party, and in any order outstanding against SAG or AFTRA, as if the Union had originally been such a party or had been named in such an order, and the Union shall assume the liabilities arising from any such suit, action or proceeding. The co-National Executive Directors or their representatives shall execute any transfer, authorization, release, document or other instrument, or take any action necessary, to effectuate the provisions of this paragraph.

### **Due Diligence Exchange**

AFTRA has provided to SAG, and SAG has provided to AFTRA, all documents reasonably required to make full disclosure of their financial condition and the financial condition of all trusts and funds which they, or either of them, administer, including, but not limited to, the audited annual financial statements for the last two fiscal years (including balance sheets and related financial statements, and statements of changes in financial position), the unaudited financial statements current to the end of the month immediately preceding the Effective Date, collective bargaining agreements and a complete description of any pending litigation to which any such entity is a party.

### **No Conflict**

The execution and delivery of this Agreement by AFTRA does not, and the performance by AFTRA of its obligations hereunder will not, conflict with or violate any law, rule, regulation, order, judgment or decree applicable to AFTRA; or result in any breach of or constitute a default under, or give to others any rights of termination, amendment, or cancellation of, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which AFTRA is a party or by which AFTRA, or any of the properties of AFTRA, is bound or affected.