

Exhibit 7.07
Collective Bargaining and Side Agreement Excerpts

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	1	75962001	92ND STREET YM YWHA JAZZ IN JULY CBA

ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

The Employer agrees to contribute an amount equivalent to 11.1725% (eleven point one seven two five percent) of each musician's scale compensation (wages and premiums) to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund within sixty (60) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer also agrees to adopt the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, which is incorporated herein by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	2	714086002	92ND STREET YM YWHA JAZZ IN JULY CBA REHAB 2

ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

The Employer agrees to contribute an amount equivalent to 12.29% (twelve point two nine percent) of each musician's scale compensation (wages and premiums) to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund within sixty (60) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2018, and all contribution schedules, which is incorporated here by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	3	711120001	A W R MUSIC LLC GAME OF THRONES LIVE CONCERT EXPERIENCE TOUR 2018 AGRMT

5. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of all Musician(s) for all compensation earned pursuant to Paragraph 1 above. Pension contributions shall be 12% of the minimum weekly performance salary including doubles, rehearsals, and premiums. It shall be the duty of the Employer to transmit to the Touring Division of the AFM such contributions within 14 calendar days after the close of each week of an engagement. Such rate shall be inclusive of the Fund's rehabilitation plan, which is incorporated herein.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered, in conformity with applicable law.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	4	714851002	A W R MUSIC LLC GAME OF THRONES LIVE CONCERT EXPERIENCE TOUR 2019 CBA REHAB 2

5. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 13.2% of salary, shall be remitted to Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. This percentage is inclusive of any projected increase, including the April 1, 2011 increase and the August 1, 2018 increase of 10% of the previous amount and will remain constant for the duration of this agreement. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered, in conformity with applicable law.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	5	958133002	ACADEMY OF MAGICAL ARTS INC CBA REHAB 2

FROM THE BLS SHEETS.

- B. Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 11% of the base scale of \$100 per shift.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	6	76837001	ACTORS THEATRE OF LOUISVILLE CBA

3. Pension Contributions

Pension Contributions as set forth in Article VI, Section II shall be made pursuant to the following proviso:

On behalf of each musician covered under this Agreement, the Theatre shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount, as set forth above, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred. As a contributing employer to the AFM-EPF, the Theatre agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	7	712794001	AFM OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LCL153 AFL CIO CBA

R - PENSION

The employer agrees to make pension contributions on behalf of all Employees.

Section 1 - All employees are covered by the "American Federation of Musicians' & Employers' Pension Fund (US)". The Employer's contribution is set forth below:

Effective February 14, 2006, the Employer's contribution will be 10% of the employee's gross wages.

Effective February 14, 2007, the Employer's contribution will be 11% of the employee's gross wages.

Effective February 14, 2008, the Employer's contribution will be 11% of the employee's gross wages.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	8	953026001	ALAMO CITY OPERA DBA OPERA PICCOLA OF SAN ANTONIO CBA

vidual per-service rate for every fifteen (15) minute segment.

G. PENSION

Effective September 1, 2015 ("Effective Date"), The Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the AFM-EPF Participation Agreement. Specifically, the Employer's contribution rate will be as follows:

Effective on the Effective Date, the Employer's contribution rate will be 5.45%

For the purpose of determining the amount that the Employer is required to contribute to the Fund under this Agreement, the term "scale wages"

shall include wages described in the following sections of the Collective Bargaining Agreement: B, C, D, E, F, H, K, and L of this Article V (Compensation).

The term "scale wages" shall not include royalties, advances or other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses or mileage expenses, recording budgets, or similar expense accounts or payments).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	9	958326002	ALAMO CITY OPERA DBA OPERA PICCOLA OF SAN ANTONIO CBA REHAB 2

visual per-service rate for every fifteen (15) minute segment.

G. PENSION

Effective August 1, 2018 ("Effective Date"), The Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the AFM-EPF Participation Agreement. Specifically, the Employer's contribution rate will be as follows:

The Employer will contribute 6.00 % of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

For the purpose of determining the amount that the Employer is required to contribute to the Fund under this Agreement, the term "scale wages" shall include wages described in the following sections of the Collective Bargaining Agreement: B, C, D, E, F, H, K, and L of this Article V (Compensation).

The term "scale wages" shall not include royalties, advances or other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses or mileage expenses, recording budgets, or similar expense accounts or payments).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	10	952363001	ALBANY SYMPHONY ORCHESTRA CBA

12.07. Pension

The Employer (the ASO) agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs in the amount set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums, and any additional premiums), earned under this agreement.

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder) as amended or as may be amended from time to time (the "Trust" collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement to provide reasonable access to all information the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Albany Symphony Orchestra payroll and wage records to verify the accuracy of the contributions made.

On behalf of each musician, the ASO shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to five percent (5.00%) of wages earned by each Musician performing musical services, transmitted by one separate check, made payable to the "AFM-EPF," to the Union no later than the last day of the month following the month during which musical services were performed. The five percent (5.00%) contribution is inclusive of the 2009 ERISA rehabilitation mandate.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	11	75068001	ALLIANCE THEATRE COMPANY CBA

6. American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, the Theatre agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 148-462, at the percentage set forth in Schedule A, Rule 2. Accordingly, the Theatre agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust" collectively). In addition, the Theatre agrees AFM-EPF contributions shall be in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of AFM-EPF on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.
- B. The Theatre will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. The Theatre shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- C. Any audit of the Theatre's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	12	74722001	AMERICAN CLASSICAL ORCHESTRA INC CBA

or 1855.

ARTICLE 6 - PENSION

American Classical Orchestra, Inc. agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the fund within ten (10) days following the rendering of services for which such contributions are payable. If American Classical Orchestra, Inc. is unincorporated, no contributions will be paid on behalf of any owner or part-owner of American Classical Orchestra, Inc.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	13	72795001	AMERICAN COMPOSERS ORCHESTRA INC CBA

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's wages as defined in Article 8 of this Agreement except for 8G, Cartage (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund except as necessary for the Employer to comply with the Supplemental Agreement through which it agreed to the Pension Fund's pension rehabilitation plan. In accordance with the rehabilitation plan, the percentage contribution amount otherwise required to be made to the Pension Fund increased by 4% effective June 1, 2010 through March 31, 2011 (calculating to a contribution percentage rate of 15.6%). Effective April 1, 2011, the percentage contribution amount otherwise required to be made to the Pension Fund will increase by 9% (calculating to a contribution percentage rate of 16.35%).

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is un-incorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Tax Deferred Annuity: The Employer shall sponsor a 403(b) tax-deferred annuity plan, provided there is no expense or added administrative burden to the Employer.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	14	953198002	AMERICAN COMPOSERS ORCHESTRA INC CBA REHAB 2

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's wages as defined in Article 8 of this Agreement except for 8G, Cartage (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund except as necessary for the Employer to comply with the Supplemental Agreement through which it agreed to the Pension Fund's pension rehabilitation plan. In accordance with the rehabilitation plan, the percentage contribution amount otherwise required to be made to the Pension Fund increased by 4% effective June 1, 2010 through March 31, 2011 (calculating to a contribution percentage rate of 15.6%). Effective April 1, 2011, the percentage contribution amount otherwise required to be made to the Pension Fund will increase by 9% (calculating to a contribution percentage rate of 16.35%). The AFM-EPF revised rehabilitation plan, set forth in June 2018, requires employers to contribute an additional 10%, unallocated. The current pension contribution rate is 16.35%. The new employer contribution rate is **17.99%**.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each employee for whom a contribution

is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is un-incorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Tax Deferred Annuity: The Employer shall sponsor a 403(b) tax-deferred annuity plan, provided there is no expense or added administrative burden to the Employer.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	15	76026001	AMERICAN KANTOREI CBA

Article VII American Federation of Musicians and Employers Pension Fund

- A. Effective September 1, 2004, the Employer agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of the musicians it employs within the jurisdiction of AFM Local 2-197, at the percentage set

forth in Schedule A. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust," collectively), for American Kantorei. The Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of AFM Local 2-197, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Employer's payroll and wage records (at the AFM-EPF's expense) to verify the accuracy of the contributions made.

- B. Effective April 1, 2013 and continuing for the term of this agreement, the Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. Further, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15th, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute an amount equal to:
- C. Effective April 1, 2011, contributions on behalf of all musicians employed for live services under this Agreement shall be based on 11.99% of the wages set forth in this agreement.
- D. Effective April 1, 2011, contributions on behalf of all musicians employed for media services under this Agreement shall be based on 10.9% of the wages set forth in this agreement. Contributions shall be made according to the rules set forth in Article VII.
- E. The Employer will forward pension payments, along with an AFM-EPF-approved remittance form (a sample of which is attached to this Agreement) to AFM Local 2-197 within 30 days of the completion of the engagement for which such payment is being made. The Employer shall issue a separate check made payable to the AFM-EP Fund for the total amount of pension for each engagement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	16	79334001	AMERICAN POPS ORCHESTRA CBA

ARTICLE IV - PENSION, WORK DUES, PAYROLL OBLIGATIONS

1. The EMPLOYER shall fully and faithfully comply with its statutory duties with regard to Employers obligations for FICA.
2. The EMPLOYER agrees to abide by all terms and conditions of the Trust Agreement creating the American Federation of Musicians and Employer's Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The EMPLOYER specifically agrees to pay the increases in pension required under the 2010 rehabilitation Plan, established for the first contract period of this agreement at nine percent (9%) of scale wages for each musician, and in the second contract period of this agreement at ten percent (10%) of scale wages for each musician. Check for this purpose shall be made payable to "AFM-EPF Fund" and remitted to the UNION monthly.
3. The EMPLOYER agrees to deduct two percent (2%) work dues from the total scale wages of each musician and remit weekly to the UNION'S Local office by check payable to "Local 161-710, AFM."

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	17	79140001	AMERICAN REPERTORY THEATRE CBA

3.9 Pension

American Repertory Theater shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an additional 12.50 of wages earned by each Musician performing musical services, and transmit to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. This amount is inclusive of any payments required by the 2010 AFM-EPF Rehabilitation Plan under the Pension Protection Act of 2006.

Effective September 1, 2018 Employer contribution to AFM EPF will increase to 13.00%.

Effective September 1, 2019 Employer contribution to AFM EPF will increase to 13.50%.

Effective September 1, 2020 Employer contribution to AFM EPF will increase to 14.00%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	18	73163001	AMERICAN SYMPHONY ORCHESTRA CBA

ARTICLE 10 – PENSION

ASO agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's total gross contractual wages as set forth in Article 8, excluding cartage (which shall be considered to be scale wages) to the American Federal of Musicians and Employers' Pension Fund ("Pension Fund"). All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each Employee for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension contribution is paid, scale wages on which pension is paid, and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. ASO agrees to be bound by The Agreement and Declaration of Trust establishing The

American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contributions of 16.35%, such rate of contribution to be reviewed by the Fund as of April 1, 2012.

Tax Deferred Annuity: ASO shall sponsor a 403b tax deferred annuity provided there is no expense or added administrative burden to the Employer.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	19	74684001	APOLLO THEATRE FOUNDATION INC CBA

ARTICLE 4 - PENSION AND HEALTH CONTRIBUTIONS

- A. Health: For those musicians who perform 15 or more engagements at Amateur Night, between either January 1 and June 30 or July 1 and December 31 ("Eligible Employees"), Employer will pay up to 100% of the Employer's portion of each musician's Plan A coverage of the Local 802 Musicians' Health Fund for that contribution period. Health contributions for Substitutes and Non-Eligible Employees shall be paid at \$30.00 per engagement. No later than January 25, and July 25 of each year, the Union will bill the Employer for Non-Eligible Employees and Substitutes and for the Employer contribution

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portion of the cost of Plan A coverage for each Eligible Employee for the preceding contribution period. In the event that through other engagements, musicians already have contributions in their Employer portion, the Employer will pay the difference to guarantee full payment of the Employer portion for Plan A for Eligible Employees. In addition, for those employees who qualify for the Employer portion of the Health Fund, the Apollo will provide each employee (based on the total number of services available divided by the number of services performed for each six month period) with the following to be paid to the Local 802 Musicians' Health Benefits Plan to cover a percentage of the participant portion of single coverage:

Effective January 1, 2017: 53% of single employee coverage
Effective January 1, 2018: 77% of single employee coverage
Effective January 1, 2019: 100% of single employee coverage

- B. Pension: The Employer agrees to contribute an amount equivalent to twelve (12%) percent of each employee(s) wages, as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians Employers' Pension Fund.
- C. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and to the "Local 802 Musicians' Health Benefits Plan." All such check(s) shall be accompanied by a remittance form supplied by the Union, identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within one month following the month in which services were rendered for which such contributions are payable.
- D. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer further agrees to be bound by The Agreement, and Declaration of Trust dated April 22, 1952 establishing the Local 802 Musicians' Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	20	73178001	ARENA STAGE CBA

VII PENSION CONTRIBUTION

The Employer adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employer's Pension Fund, dated October 2, 1959, as amended and shall pay into the Fund an amount equal to thirteen and 8 one-hundredth percent (13.08%) of the gross earnings of each employee covered by this Agreement. Checks for this purpose shall be made payable to the "AFM & EP Fund" and remitted to the Union office weekly with the required paperwork.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	21	79245001	ATLANTA BALLET CBA

I. Pension ("AFM-EPF")

Effective September 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "AFM-EPF") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be six and fifty-four hundredths percent (6.54%) inclusive of all amounts required by the Fund's Rehabilitation Plan.

Accordingly, the Ballet agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively). The Ballet will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. The Ballet will issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	22	952270001	ATLANTA BALLET CBA

I. Pension ("AFM-EPF")

Effective September 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "AFM-EPF") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be six and fifty-four hundredths percent (6.54%).

Accordingly, the Ballet agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively). The Ballet will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. The Ballet will issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	23	75935001	ATLANTA LYRIC THEATER CBA

6. American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, Lyric agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 148-462, at the percentage set forth in Schedule A. Accordingly, Lyric agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
- B. The Lyric adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.
- C. Lyric will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. Lyric shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- D. Any audit of Lyric's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	24	72532001	ATLANTA OPERA CBA

ARTICLE IV BENEFITS

1. AFM-EPF

The Opera agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of each Musician employed by the Opera within the jurisdiction of AFM Local 148-462 in the following amounts of entire scale wages. Accordingly, the Opera agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively). The Opera will make no pension contribution for the additional wages for which a playing contractor or union steward is paid for contracting. The Opera will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. The Opera will issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.

The Opera adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10.9%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	25	958678002	ATLANTA OPERA CBA REHAB 2

1. AFM-EPF

The Opera agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of each Musician employed by the Opera within the jurisdiction of AFM Local 148-462 in the following amounts of entire scale wages. Accordingly, the Opera agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively). The Opera will make no pension contribution for the additional wages for which a playing contractor or union steward is paid for contracting. The Opera will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. The Opera will issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.

The Opera adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	26	78265001	ATLANTA SYMPHONY ORCHESTRA CBA

XI.7 PENSION PLAN

- a. The Pension Retirement Plan for the Contract Musicians of the Atlanta Symphony: Musicians who were employed prior to August 29, 1997, are entitled to benefits up to \$25,000 per year, according to the terms of the Pension Retirement Plan for the Contract Musicians of the Atlanta Symphony Orchestra, which was frozen July 1, 1997. This Plan shall remain frozen until otherwise agreed upon by the parties.
- b. **American Federation of Musicians and Employers' Pension Fund (AFM-EPF):** Effective September 1, 1997, the musicians began to accrue pension benefits under the AFM-EPF Plan, according to its terms. The contribution to the AFM-EPF Plan by the Employer will be made on scale wages monthly at the rate of 6.25%

Scale is defined for these purposes as minimum weekly salary less utilized electronic media guarantee.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	27	948912001	ATLANTA SYMPHONY ORCHESTRA CBA

XI.7 PENSION PLAN

- a. The Pension Retirement Plan for the Contract Musicians of the Atlanta Symphony: Musicians who were employed prior to August 29, 1997, are entitled to benefits up to \$25,000 per year, according to the terms of the Pension Retirement Plan for the Contract Musicians of the Atlanta Symphony Orchestra, which was frozen July 1, 1997. This Plan shall remain frozen until otherwise agreed upon by the parties.
- b. **American Federation of Musicians and Employers' Pension Fund (AFM-EPF):** Effective September 1, 1997, the musicians began to accrue pension benefits under the AFM-EPF Plan, according to its terms. The contribution to the AFM-EPF Plan by the Employer will be made on scale wages monthly at the rate of 6.25%

Scale is defined for these purposes as minimum weekly salary less utilized electronic media guarantee.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	28	713984002	AUDIO BY THE BAY UNIVERSAL STUDIOS JAPAN SANTA PARTY 2019 SINGLE PROJ THEME PARK AGRMT REHAB 2

2. Penalty: Producer agrees to be bound by the Trust indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund of the musicians engaged by the employer an amount equal to 14.09% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	29	71995001	AUSTIN SYMPHONY ORCHESTRA SOCIETY INC CBA

6.9. Pension. On behalf of each musician covered by this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 5 percent of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician for whom pension is being paid: the musician's name and social security number, the date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. The Austin Symphony Orchestra Society, Inc., as a contributor, recognizes the American Federation of Musicians and Employer's Pension fund as the recipient of current contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	30	715224002	AUSTIN SYMPHONY ORCHESTRA SOCIETY INC CBA REHAB 2

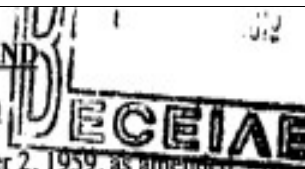
6.9.1. Pension. On behalf of each musician covered by this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 6 percent of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Such 6% is inclusive of all amounts required by the Fund's Rehabilitation Plan to date and reflects a 9% increase on the original 5% contribution under the 2010 Rehabilitation Plan ($5\% \times 1.09 = 5.45\%$) and the 10% increase required by the June 2018 Rehabilitation Plan update ($5.45\% \times 1.10\% = 5.995\%$, rounded to 6%). This percentage shall be changed in accordance with any further adjustments made in the Fund's Rehabilitation Plan which may occur during the course of this Agreement. The Society shall forward a roster of all musicians employed during the payment period including the number of services paid to each musician at each wage scale position in the orchestra, and dates of all services, broken down by concert series. In addition, for each musician for whom pension is being paid: the musician's name and social security number, and the amount of the pension payment included. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. The Austin Symphony Orchestra Society, Inc., as a contributor, recognizes the American Federation of Musicians and Employer's Pension fund as the recipient of current contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	31	845952002	AUTUMN SMILE US TOUR DEAR EVAN HANSON TOUR PROMOTIONAL USE AGRMT TO COVER LOCAL MUSICIANS REHAB 2

4. PENSION FUND CONTRIBUTION - Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 11.99 % of the scale wages earned by said musicians

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	32	955382001	BACH SOCIETY OF SAINT LOUIS CBA

**AMERICAN FEDERATION OF MUSICIANS AND
EMPLOYERS' PENSION FUND (AFM-EPF)**



The Bach Society agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. The Bach Society adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, under this Agreement, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Bach Society, an amount equal to 8.18% of wages earned for live performance and/or rehearsal, 8.18% for the Media Fee, and 10.9% for all recordings and broadcasts beginning with November 1, 2016—October 31, 2020.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution.

The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

"The rates set forth in the attached Supplemental Agreement dated May 19th, 2010 will be discontinued immediately and will revert to the rates set forth of 7.5% (seven and one-half percent) for live services and 10% (ten percent) for recorded services (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions."

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	33	713281002	BACH WEEK FESTIVAL CBA REHAB 2

SIXTH: PENSION:

The Employer will contribute to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to THIRTEEN and 189/1000 percent (13.189%), of the gross weekly pay of each Musician. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably required.

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF Musicians' AND EMPLOYERS' PENSION FUND, dated October 2, 1959 as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	34	72219001	BALLET THEATRE FOUNDATION INC CBA

ARTICLE 11: PENSION

A. The Employer shall pay to the American Federation of Musicians Pension Fund or, as may be mutually agreed upon by the parties, to any other lawfully established pension fund on behalf of each Member of the Orchestra an amount equal to:

Effective: April 1, 2012 sixteen percent (16%) of his/her gross wages

B. Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund (Fund) Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 17.44%, such rate of contribution to be reviewed by the Fund as of April 1, 2012.

C. The Employer shall pay on behalf of musicians who work less than a week, the above contributions based on gross wages paid to said musicians. Payment shall be made weekly subject to adjustment. Interest at one percent (1%) above the prime rate shall be paid on late payment. For purposes of this Article 9 only, "gross wages" shall mean all compensation received including, without limitation, scale, overscale, double pay, rehearsal pay, on-stage pay, chamber music fee, etc.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	35	946598001	BALLET WEST CBA

F. RETIREMENT BENEFITS.

The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician covered by this Agreement in an amount equal to 8.72% of earnings earned under the term of this Agreement. Each contribution shall be paid to the Fund not later than the end of the month following the month in which the services for which pension is payable occurred and shall be accompanied by a remittance form specifying for each musician for whom pension is payable. The musician's name and social security number, the date(s) of engagement for which pension is paid, the earnings on which pension

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is paid, and the amount of pension paid. The Employer shall abide by the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, which is hereby incorporated by reference into this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	36	713528002	BAROQUE MUSIC FESTIVAL CBA REHAB 2

E. PENSION:

The Festival agrees to be bound by the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) Trust Agreement and Trust Indenture Plan dated October 2, 1959 (as it has been and may be amended), which is incorporated herein by reference; and the Festival adopts the AFM-EPF Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, and any updates thereto (the "Rehabilitation Plan"), including all contribution schedules, which is incorporated herein by reference. The Festival agrees to make contributions in the amount of 12.1% of Scale Wages on behalf of each Musician, inclusive of all amounts required by the Rehabilitation Plan; this amount will be forwarded to the Union, by separate check payable to AFM-EPF, by the 21st day of the month following the month in which the performance takes place. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	37	714256001	BECOMING NANCY LLC RECORDING OF PRE BROADWAY PROMOTIONAL TRACKS FOR PRODUCTION OF BECOMING NANCY

2. Pension Fund Contribution - ("Employer") agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 12.81% of the wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	38	845803001	BERKELEY REPERTORY THEATRE AINT TOO PROUD AT KENNEDY CENTER CBA

Local 802 Musicians Health Fund Contribution (per week): \$222.00 (Payable to Local 802 Musicians Health Fund)

Pension: 12.5%

Per diem: \$187.63 per day (Studio apartment + \$50/day per diem)

Musicians shall be paid on a weekly basis, with the work week commencing on Monday and ending on Sunday. For the purposes of the musicians' payroll, Berkeley Repertory Theatre agrees to utilize Musicians Talent Agency payroll service, which shall be responsible for all federal, state, and F.I.C.A withholding, as appropriate, from the salaries of all musicians. The charge for MTA Payroll Service is 19% of wages and fees. Incorporated into this agreement is the attached rehearsal schedule as well as all performances, scheduled and/or otherwise.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	39	713295002	BERNADETTE PETERS PRODUCTIONS INC TOURING AGRMT REHAB 2

3. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of all musician(s) for all compensation earned pursuant to ¶ 1 above. Pension contributions shall be 11% of the minimum weekly performance salary. This rate is inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. Said contributions shall be remitted no later than the 15th day of the month following the quarter for which the contributions are due. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered in conformity with applicable law.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	40	958656002	BEVERLY HILTON HOTEL CBA PART 2 REHAB 2

C. Pension Contributions: The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 12.1% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	41	714513002	BIG APPLE PERFORMING ARTS CBA REHAB 2

ARTICLE 9 — PENSION

The Employer agrees to contribute an amount equivalent to 15% of each employee's wages as defined in Article 7 with the exception of 7G, Carriage of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. The 2010 rehabilitation plan brought the rate to 16.35%. The June 2019 rehabilitation plan required a 10% increase in employer contributions which brings the amount to 17.99% of each employee's wages.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following

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the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	42	710161001	BIG MACHINE RECORDS FASTER HORSES FESTIVAL SIRIUS XM SATELLITE RADIO BROADCASTS AGRMT

5. PENSION FUND CONTRIBUTION – Employer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute on behalf of the musicians engaged by the employer an amount equal to 13.1% of the wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	43	75968001	BIGTOP WORKS LLC DBA BIG APPLE CIRCUS CBA

A. Pension

1. The Employer shall contribute to the AFM-EPF Pension Plan, an amount equal to ten (10%) percent of all scale wages of each musician. Said contributions shall be remitted monthly to Local 802, together with a list of names, addresses, social security numbers, number of hours worked and total gross earnings of each musician for the month for transmission to the AFM-EPF.
2. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
3. The Employer agrees that the AFM-EPF or Local 802 shall have the right from time to time, upon reasonable notice to the Employer, without limitation to the duration of this Agreement and at all reasonable times during business hours, to have the Union's duly authorized agents examine and audit the Employer's records and accounts concerning all transactions which are subject to payments pursuant to this Agreement. Such examination and audit to be made for the purpose of ascertaining what sums, if any, may be due and of verifying any statements made by the Employer pursuant to this Agreement. The Employer agrees to afford all necessary facilities to such authorized agents to make such examination and audit and to make extracts and excerpts from said records.
4. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	44	713491002	BLUE SKIES TOURING LLC WHITE CHRISTMAS 2019 HOLIDAY TOUR AGRMT REHAB 2

6. PENSION / HEALTH AND WELFARE

AFM-EP FUND:

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 13.2% of salary, shall be remitted to Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. This percentage is inclusive of any projected increase, including the April 1, 2011

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increase and the August 1st 2018 increase of 10% of the previous amount and will remain constant for the duration of this agreement. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered in conformity with applicable law. This rate of 13.12% of minimum weekly salary is inclusive of the pension rehabilitation increase.

HEALTH / WELFARE:

\$128.00 per week

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	45	954064001	BOSTON BALLET COMPANY CBA

F. AFM PENSION PLAN AND DEFERRED COMPENSATION PLAN.

1. The BALLET shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of all MUSICIANS it employs an amount equal to ten and ninety one-hundredths percent (10.90%) of gross non-

media earnings, excluding Cartage and Harp Maintenance. This amount is inclusive of any payments required by law in the Pension Protection Act of 2006. The BALLET agrees to remit Pension payments within two (2) weeks following the end of each Work Week.

2. All MEMBERS of the Basic Orchestra may participate in the BALLET 403(b) Tax Sheltered Annuity Program in accordance with applicable state and federal regulations.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	46	79810001	BOSTON BAROQUE INC CBA

7.4 PENSION

Boston Baroque shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an additional ~~11.44%~~ 14.00% of wages earned by each Musician performing musical services, and transmit to the Union by one separate check,

payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. ~~After April 1, 2011 the pension contribution shall be 11.99% of wages earned.~~

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	47	948049001	BOSTON BAROQUE INC CBA

7.4 PENSION

Boston Baroque shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an additional 11.44% of wages earned by each Musician performing musical services, and transmit to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. After April 1, 2011 the pension contribution shall be 11.99% of wages earned.

7.5 "Educational Services" shall be defined as rehearsals, performances, or demonstrations in a school, conservatory or university setting for children K-12, college, conservatory and university students, faculty and adults.

7.5.1. Rehearsals for educational services shall be remunerated at 100% of Local Wage Scale I throughout the period of the CBA for principals and section players. The concertmaster shall receive 150% of Local Wage Scale I.

7.5.2 Performances and demonstrations for educational services of up to 1.25 hours in length shall be remunerated at 80% of Local Wage Scale I and at 100% of Local Wage Scale I for performances and demonstrations of 1.25 to 2.5 hours in length.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	48	954063001	BOSTON LYRIC OPERA COMPANY CBA

17. **AFM-EPF.** On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) a percentage of all scale wages earned under this Agreement. AFM-EPF contribution will be 11.99% beginning August 1, 2015, increasing to 12.25% percent beginning July 1, 2016, increasing to 12.50% beginning July 1, 2018. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. Such form will be supplied by the Union. All contributions to the AFM-EPF shall be paid no later than the fifteenth (15th) day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	49	79143001	BOSTON MIDSUMMER OPERA CBA

VIII. WORK DUES AND PENSION

BMO agrees to withhold and submit to the Union the applicable percentage (currently 1.5%) of Player's total scale wages (work dues) by the fifteenth day of the month following the month in which services were performed. The amount shall be transmitted by one separate check made payable to "AFM Local 9-535."

BMO agrees to make an 14.00% contribution of each Player's total scale wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). The appropriate form for the submission of Work Dues and AFM-EPF contribution will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	50	79762001	BOSTON MODERN ORCHESTRA PROJECT CBA

V. WORK DUES AND PENSION

BMOP agrees to withhold and submit to the Union the current applicable work dues percentage of Musicians' total scale wages by the fifteenth (15th) day of the month following the month in which services were performed. This amount shall be transmitted by one separate check made payable to "AFM Local 9-535."

BMOP agrees to contribute on behalf of each Musician to the AFM-EPF an additional 14.00% of wages earned by each Musician performing musical services, and transmit by one separate check, made payable to the "AFM-EPF", to the Union not later than the fifteenth (15th) day of the month following the month during which musical services were performed. An appropriate form for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	51	940370001	BOSTON MODERN ORCHESTRA PROJECT CBA

VI. WORK DUES AND PENSION

BMOP agrees to withhold and submit to the Union the current applicable work dues percentage of Musicians' total scale wages by the fifteenth (15th) day of the month following the month in which services were performed. This amount shall be transmitted by one separate check made payable to "AFM Local 9-535."

BMOP agrees to contribute on behalf of each Musician to the AFM-EPF an additional 11.50% through the 2013-14 Season and 11.99%, thereafter, of wages earned by each Musician

performing musical services, and transmit by one separate check, made payable to the "AFM-EPF", to the Union not later than the fifteenth (15th) day of the month following the month during which musical services were performed. An appropriate form for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	52	79141001	BOSTON OPERA HOUSE VENTURES LLC CBA

Section 4. Pension

The Employer agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers' Pension Fund (AFM-EPF). The Employer further agrees to contribute on behalf of each Musician the applicable pension percentage all wages earned by each Musician performing musical services. This amount will be submitted to the Union by one (1) separate check, made payable to AFM-EPF by the fifteenth (15th) day of the month following the month during which musical services were performed.

The Employer shall contribute into the American Federation of Musicians'- Employers' Pension Fund an amount equal to thirteen percent (13%) of each Musician's gross pay on behalf of each Musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	53	958651002	BOSTON OPERA HOUSE VENTURES LLC CBA REHAB 2

Section 4. Pension

The Employer agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers' Pension Fund (AFM-EPF). The Employer further agrees to contribute on behalf of each Musician the applicable pension percentage all wages earned by each Musician performing musical services. This amount will be submitted to the Union by one (1) separate check, made payable to AFM-EPF by the fifteenth (15th) day of the month following the month during which musical services were performed.

The Employer shall contribute into the American Federation of Musicians' Employers' Pension Fund an amount equal to fourteen and three tenths percent (14.3%) of each Musician's gross pay on behalf of each Musician.

Article 8. Duration and Basic Description

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	54	953182001	BOSTON PHILHARMONIC ORCHESTRA CBA

VIII. WORK DUES AND PENSION

BPO agrees to withhold and submit to the Union the current applicable workdues percentage of Players' total scale wages by no later than 30 days after the conclusion of services related to a performance series. This amount shall be transmitted by one separate check made payable to "AFM Local 9-535."

BPO agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers' Pension Fund (AFM-EPF). BPO further agrees to contribute on behalf of each player to the AFM-EPF the union's current, applicable pension percentage of wages earned by each player performing musical services, and transmit by one separate check, made payable to the "AFM-EPF", to the Union not later than 30 days after the conclusion of services related to a performance series. An appropriate form for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	55	76032001	BOSTON SYMPHONY ORCHESTRA CBA

B. The Corporation shall, in addition, contribute 8% of his non-media earnings for each extra player to the AFM - Employers' Pension Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	56	74541001	BROADWAY IN ATLANTA CBA

ARTICLE VIII — AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS PENSION FUND (AFM-EPF)

- A. Effective upon the ratification of this Agreement, the EMPLOYER agrees to make pension contributions to the American Federation of Musicians' and EMPLOYER's Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of the UNION. Accordingly, the EMPLOYER agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
- B. The EMPLOYER will forward pension payments, along with AFM-EPF approved remittance forms, through the UNION at the same time as all other payroll. The EMPLOYER shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- C. Any audit of the EMPLOYER's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.
- D. Effective 6/1/2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:
 - Effective on June 1, 2010, the Employer's contribution rate will be 11% inclusive of all amounts required by the Fund's Rehabilitation Plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	57	73629001	BRONX ARTS ENSEMBLE CBA

ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each employee's wages as defined in Article(s) 8 (except for 8F Cartage) of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution 16.35%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

Tax Deferred Annuity: The Employer shall sponsor a 403b tax-deferred annuity plan provided there is no expense or administrative burden to the Employer.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	58	714109002	BSB TOURING INC BARBRA STREISAND TOUR 2019 CBA REHAB 2

3. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of all musician(s)

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 13.189% of salary, shall be remitted to Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. This percentage is inclusive of any projected increase, including the April 1, 2011 increase and the August 1, 2018 increase of 10% of the previous amount and will remain constant for the duration of this agreement. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered in conformity with applicable law.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	59	710416002	BUCKLAND ASSOCIATES 2018 AGENCY CONVENTION DVD RELEASE AGRMT REHAB 2

E. Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 11.99% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	60	713423002	BUENA VISTA THEATRICAL GROUP FROZEN TRACKS RECORDED FOR PROMOTIONAL PURPOSES AGRMT REHAB 2

(v) Pension Fund contribution is 14.39% of scale wages

(c) All payments shall be filed on a properly completed AFM B-7 Report Form, with the completed form and payments filed with the AFM, 1501 Broadway, 9th Floor, New York, NY 1006.

(d) Apart from the foregoing, no other fees or usage payment whatsoever shall become payable in connection with the uses permitted under this Agreement.

(i) Pension Fund Contribution – Employer agrees to be bound by the Trust Indenture dated 10/2/59, as amended, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians covered by this letter of Agreement an amount equal to either 12.81% or 14.39% (see paragraph 5(a)(v) or 5(b)(v) whichever is applicable of scale wages earned by said musicians. The above described contribution rates shall be deemed to include the contributions required under the Pension Fund Rehabilitation Plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	61	72569001	BUFFALO PHILHARMONIC ORCHESTRA CBA

ARTICLE XV. PENSION PLAN

- A. The Society will contribute to the American Federation of Musicians Employers Pension Fund (AFM-EPF) (see Exhibit 'C'). For contract years 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016, the Society will contribute 8% of weekly base salary.
- B. Employer's pension contributions to the AFM-EPF for EMG will be paid according to the terms of the applicable national electronic media agreements as it is earned. If, at the end of each calendar year, there is EMG that has not been earned, the Society will contribute to the AFM-EPF an amount equal to the unearned EMG multiplied by the appropriate contribution percentage rate in effect at the time for each contract year above.
- C. The Society and Union agree that a brief and accurate history of the Plan commencing with the fixed benefit rates for the six years beginning in 1989, and the terms of Article 18 of the September 14, 1995 Memorandum of Agreement relating to the 'Plan Freeze' and the terms of the agreement of March 31, 1998 regarding the 'Distress Termination' of the Plan be included in annexed 'Exhibit D'. It is further agreed that the records of the Plan dating back to its inception, the complete records of the 'Plan Freeze', and the complete records of the 'Distress Termination' process be kept at the Administrative Offices of the Society and may be accessed by either party of this Master Agreement upon request.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	62	71681001	BUGLERS AGREEMENT

A. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be 15%, with the additional Rehabilitation Plan rate of 1.35%. Contributions shall be made by separate check payable to the AFM-EP Fund, and shall be made not later than the 15th day of the month following the month in which the services were performed by the musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	63	713169002	BUGLERS AGREEMENT REHAB 2

A. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees

of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. The Employer will contribute 17.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating further benefits. Contributions shall be made by separate check payable to the AFM-EP Fund, and shall be made not later than the 15th day of the month following the month in which the services were performed by the musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	64	946613001	CALIFORNIA MUSICAL THEATRE CBA

Section X - Pension

- 10.1 On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) an additional amount equal to the below listed percentage of all gross wages (except cartage) earned under this Agreement. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the

month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, (as it has been and may be amended), which is incorporated herein by reference as though set forth in full.

- 10.2 2014/15 through the 2017/18 season – 11%

- 10.3 Effective July 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective on the Effective Date, the Employer's contribution rate will be 11.44%.

Effective on April 1, 2011, Employer's contribution rate will increase to 11.99%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	65	711921002	CALIFORNIA MUSICAL THEATRE CBA REHAB 2

Section X - Pension

- 10.1 On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) an additional amount equal to the rate shown in Section 10.2 of all gross wages (except cartage) earned under this Agreement. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension

contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, inclusive of all rehabilitation plans, (as it has been and may be amended), which is incorporated herein by reference as though set forth in full.

- 10.2 For the 2018/2019 Season - 13.19% inclusive of all amounts required by the Fund's Rehabilitation Plan and subsequent updates. A portion of these payments will not be considered when calculating future benefit payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	66	958144002	CALIFORNIA SYMPHONY ORCHESTRA CBA REHAB 2

ARTICLE 17: PENSION

Employer agrees to pay an amount equal to the 8% for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

Effective August 1, 2012 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

The employer will contribute **9.59%** (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

AFMEPF0677 - 08/2012 - 08/2012

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	67	77435001	CENTER STAGE ASSOCIATES CBA

Section 4. The Employer shall contribute ten point nine percent (10.9%), which is inclusive of all additional rehabilitation contributions, of the total wages as set

forth in Article V, Sections 1 and 2 above, for each musician covered by this Agreement to the AFM & EP Fund. The Employer shall be bound by the terms and conditions of the Trust Indenture of said Fund, dated October 23, 1959 as amended from time to time. Such contributions shall be made within thirty (30) days after the end of each engagement together with a completed form provided by the Fund or the Union. The Union shall furnish to the Employer the Trust Indenture as amended to date, and any amendments adopted during the term of this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	68	79838001	CENTER THEATRE GROUP AHMANSON THEATRE CBA

T. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all

contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 16.35%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	69	710514001	CENTRAL CITY OPERA HOUSE ASSOCIATION CBA

ARTICLE VIII - PENSION

8.1 Contribution Amount

- a) The Association shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in the amount of (see applicable rate below) scale wages earned from the Association, effective as of the date (or dates) set forth in this agreement, and in accordance with the terms and conditions described herein.
- b) Pension Contribution Rate: **10.9%**

8.2 Covered Employees

- a) All Musicians employed by the Association are covered under this Agreement, with the exception of rehearsal pianists and vocalists.

8.3 When Contributions Shall Be Paid

- a) Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable, but in no case later than the end of the month following the calendar quarter in which those services were rendered.

8.4 How Contributions Shall Be Remitted

- a) All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund."
- b) All such checks shall be transmitted to the Denver Musicians Association, Local 20-623 for forwarding to the Fund.

8.5 Other Information the Association Must Provide

- a) Each check for contributions payable to the Fund shall be accompanied by the appropriate remittance form specifying, for each covered employee for whom pension contributions are payable, the employee's name and social security number, the date(s) of the engagement(s) for which pension contributions are being paid, the percentage rate of contributions, and the dollar amount of pension contributions paid, together with any other information that is required by this Collective Bargaining Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	69	710514001	CENTRAL CITY OPERA HOUSE ASSOCIATION CBA

8.6 The Agreement and Declaration of Trust

- a) The Association agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employer's Pension fund:
 - 1. As amended and restated effective as of September 29, 1994, and as it may be further amended from time to time;
 - 2. The American Federation of Musicians and Employers' Pension Plan, as amended and restated effective as of April 1, 1989, and as it may be further amended from time to time;
 - 3. All rules and policies promulgated pursuant thereto by the Board of Trustees or its duly authorized committees (such Agreement and Declaration of Trust, Plan document, and rules and policies being collectively referred to hereafter as the "Plan Documents").
- b) The Plan Documents are hereby expressly incorporated by reference into this Agreement in their entirety.

8.7 Audits

- a) The Association agrees to permit representatives of the Fund to conduct periodic audits of its accounting books and records and related supporting documentation and such other records as the Fund determines to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

8.8 Additional Amounts Due for Delinquent Contributions

- a) In the event that the Association fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 3, the Association shall pay interest, liquidated damages, audit fees and other collection costs (including, without limitation, court costs and attorney's fees) as may be provided by the Plan Documents or applicable law.

8.9 Special Provision for Payroll Companies

- a) The Association may authorize a payroll company or other third party to remit contributions on its behalf, provided that the Fund is furnished with a written acknowledgment by the Association that the payroll company or other third party is authorized to act as the Association's agent in making contributions to the Fund. Such authorization shall remain in effect until the Fund receives a written notice of revocation from the Association.
- b) The Association expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Association of any obligation under this Agreement or the Plan Documents.

8.10 Controlling Agreement

- a) If any other agreement between the Association and the DMA (including the Collective Bargaining Agreement) contains provisions that are or may be construed to be inconsistent with this Agreement, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements set forth herein, and this Agreement shall take precedence.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	69	710514001	CENTRAL CITY OPERA HOUSE ASSOCIATION CBA

- b) If the Collective Bargaining Agreement requires contributions at a different rate for work performed under another AFM agreement, that provision shall not be considered inconsistent with this Agreement, and that different rate shall control where it applies.

8.11 Validity of Agreement

- a) This Agreement is accurate in all respects, has been executed by duly authorized representatives of the Central City Opera House Association and Denver Musicians Association Local 20-623, and shall remain in effect unless and until the Fund receives a written notice of revocation signed by duly authorized representatives of both the Association and DMA Local 20-623.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	70	953184001	CHAMBER MUSIC NORTHWEST CBA

Pension

7. The Employer shall contribute an amount equal to five percent (5%) of the applicable minimum compensation for work performed by each musician hereunder to the AFM-EPW Pension Welfare Fund and is to be reported on forms to be provided by the Union. Payments of pension contributions, and work dues per (10), shall be due on each regular payday.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	71	713947002	CHAMBER MUSIC SOCIETY OF ST LOUIS CBA REHAB 2

5. The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be:

- a. Effective June 24, 2019 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 5.00% for live services, and 12.00% for recorded services, of the gross wages of each musician (excluding any cartage payments and/or expense reimbursements) to the American Federation of Musicians and Employers' Pension Fund ("AFM-EP Fund"). The Employer shall execute the necessary administrative reports, including the Participation Agreement required by the AFM-EP Fund, in order for the musicians to participate in the AFM-EP Fund.
- b. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which

pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution.

- c. The check and remittance information shall be transmitted to Local 2-197, AFM, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

*This rate is inclusive of the initial 9% additional contribution amount required by the fund's original 2010 Rehabilitation Plan

*The Employer also agrees that this rate is also inclusive of the 10% increase in the rate of contribution required by the Fund's Rehabilitation plan June 2018 Update. 9.09% of the contribution rate will not be considered when calculating future benefit payments.

A. Minimum Behavioral Performance and Resident Wages

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	72	958466002	CHAMELEON ARTS ENSEMBLE CBA REHAB 2

VII. WORK DUES AND PENSION

CAE agrees to withhold and submit to the Union the applicable work dues percentage (currently 1.50%) of Musician's total scale wages by the fifteenth day of the month following the month in which services were performed. The amount shall be transmitted by one separate check made payable to "AFM Local 9-535."

CAE agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers Pension Fund (AFM-EPF). CAE further agrees to contribute to the AFM-EPF, on behalf of each Musician, 15.40% of each Musician's total wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musicians.

One separate check, made payable to the "AFM-EPF", will be transmitted to the Union not later than the fifteenth day of the month following the month during which musical services were performed. The appropriate forms for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	73	956049001	CHAUTAUQUA INSTITUTION CHAUTAUQUA SYMPHONY ORCHESTRA CBA

16.17 Pension

The Institution agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs within the jurisdiction of AFM Local 134, in the amounts set forth below earned under this Agreement. Regular full-time musicians are eligible for employer contributions to the American Federation of Musicians Employee Pension Fund. Eligible members shall be defined as all tenured and those hired as new tenured-track musicians. The Institution agrees to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Chautauqua Institution's payroll and wage records to verify the accuracy of the contributions made.

The Institution adopts the 2010 Rehabilitation Plan and agrees to make contributions pursuant to the Agreement and Declaration of Trust in the following amounts:

2017 - 7.085% 2018 - 7.085% 2019 - 7.085% 2020 - 7.085%

of symphony and opera service scale as defined in Article 16 of this contract. The calculation shall be based upon each individual member's earnings to include all symphony and opera services and shall include all overtimes. The calculation shall exclude the following: doubling, severance pay, over scale, travel time, seniority pay, disability pay, sick leave pay, leader pay, contractor pay, music preparation pay, premium pay, carriage compensation and wages earned under personal service contracts.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	74	79801001	CHICAGO MASTER SINGERS DIVINE WORD CHAPEL CBA

2. Pension:

THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND an amount equal to eleven percent (11%) of the Employer's gross payroll for all employees covered by this Agreement. Such payment shall be forwarded to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the employees on whose behalf contributions are paid, including the employee's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by all the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the Board of Trustees pursuant to the Powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to the incorporation herein as if a part hereof.

Note: In accordance with the AFM-EP Fund rehabilitation plan, the pension rate of 11.99% was adopted on April 1, 2011. This rate will be discontinued immediately and will revert back to 11% for the remainder of the term of the contract when the AFM-EP Fund repeals their rehabilitation plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	75	79357001	CHICAGO SHAKESPEARE THEATER CBA

FIFTEEN: PENSION

THE EMPLOYER will contribute to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND (the "Fund") in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. THE EMPLOYER shall pay to the Fund an amount equal to Eleven and ninety-nine hundredths percent (11.99%) of the Employer's gross weekly payroll for all employees covered by this Agreement. Such payment shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the employees on whose behalf contributions are paid, including the employee's name, social security number, wages and such other information, which the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by all the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, DATED October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions to be taken by the Board of Trustees pursuant to the powers granted them by the Trust Agreement. The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS PENSION PLAN, as amended by resolution dated December 3, 1964 and April 3, 1967, which said event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to the incorporation herein as if a part hereof.

(Pension is calculated on GROSS WAGES)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	76	711041002	CHICAGO SINAI CONGREGATION LIVE STREAM ON SEPTEMBER 9 2018 INTERNET STREAMING AGRMT REHAB 2

- G. Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 14.17% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	77	958327002	CHICAGO SINFONIETTA ORCHESTRA CBA REHAB 2

6.7.2.1 Pension: The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund for the period from September 1, 2018 through February 28, 2019 an amount equal to 11.99% of the gross weekly pay of each Musician which includes the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. Beginning March 1, 2019 and for the duration of this Agreement, the Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to 13.189% which includes the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on August 1, 2018 (the "2018 Rehabilitation Plan"). Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information, which the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement. The Fund shall provide pension benefits according to the American Federation of Musicians' and Employers' Pension Fund Plan, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

6.7.3 The Employer shall be obligated to pay the Musicians for all cancelled services unless the Musicians are notified in writing sixty (60) days in advance of such cancelled services except as provided for in Section 9.7 and Section 5.2.

6.7.4 The Union expressly waives, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the Chicago Paid Sick Leave Ordinance, Chapter 1-24 of the Municipal Code of Chicago and the Cook County Earned Sick Leave Ordinance No. 16-4229; and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted within the jurisdiction of this Agreement. It is understood that the Union and the Employer agreed to memorialize any permitted waiver for any newly-enacted law governing such benefits by letter agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	78	958158002	CINCINNATI CHAMBER ORCHESTRA CBA REHAB 2 PART 2

19.6 – Pension

The CCO agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund ("AFM-EPF"), on behalf of musicians it employs within the jurisdiction of the Union, in the amounts set forth below on all base wages, overtime pay, rehearsal pay, doubling premiums and any additional premiums (collectively, "Scale Wages"), earned under this Agreement.

The CCO agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, dated October 2, 1959, as it may be amended from time to time and all rehabilitation plans and updates, rules and policies thereunder (collectively, the "AFM-EPF Trust").

The CCO specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musician covered by this Agreement within the jurisdiction of the Union, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the CCO's payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amounts: (i) From January 1, 2018 through January 28, 2018, 5.45% of Scale Wages; (ii) Commencing January 29, 2018, 5.995% of Scale Wages.

The Union shall give written notice to the CCO of all notices, amendments, updates, rules, policies, rehabilitation plan updates, and any other instructions or directives issued by the AFM-EPF, within 30 days of issuance by AFM-EPF.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	79	958369002	CIRCUS CIRCUS HOTEL AND CASINOS CBA REHAB 2

ARTICLE 23. PENSION CONTRIBUTION

Section 23.01. Agreement and Declaration of Trust. The Employer agrees to be bound by the Agreement and Declaration of Trust dated October 2, 1995, as amended, establishing the American Federation of Musicians and Employers Pension Fund (herein sometimes referred to as "the Trust Fund") and to execute the Standard Form of Agreement for participation in the said Trust Fund, a copy of which is attached hereto and by this reference made a part hereof.

The Employer's agreement to be bound by the Trust Indenture and Participation Agreement is based upon the Union's representation that said Trust Fund is now and will continue to be an exempt entity under the provisions of the Internal Revenue Code.

The Employer does not guarantee the payment of any benefits provided for under said Trust Fund nor the solvency or actuarial soundness of such fund. The Employer's sole obligation shall be to make the contributions, at the time and in the manner prescribed in Section 24.02 of this Article 24.

Section 23.02. Rate of Contributions. The Employer agrees to pay each month to the American Federation of Musicians and Employers Pension Fund as pension contributions on behalf of its employees the sum of eight and one-half percent (8.5%) of all wages earned at scale.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	80	954146001	CITY OF OCEAN CITY CBA

ARTICLE VII

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYER PENSION FUND (AFM-EPF)

On behalf of each musician covered under this Agreement (including subs, extras, probationary and non-probationary musicians), the Employer shall contribute to the American Federation of Musicians' Pension Fund (AFM-EPF) an additional amount equal to six percent (6%) in each year of all wages earned under this Agreement. In accordance with the American Federation of Musicians & Employer's Pension Fund Rehabilitation Plan the contribution will increase to 6.24% effective April 1, 2010 and to 6.54% effective April 1, 2011. Each payment shall be accompanied by the appropriate personnel or AFM B Report Form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, Social Security number, date (or month) of services(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred, and shall be furnished to the Administrator of such fund at a place designated by the Union.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	81	710369002	CITY SPRINGS THEATRE COMPANY CBA REHAB 2

or other.

6. American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, Theatre agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 148-462, at the percentage set forth in Schedule A. Accordingly, Theatre agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
- B. The Theatre adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.
- C. Theatre will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. Theatre shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- D. Any audit of Theatre's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	82	72904001	CIVIC LIGHT OPERA ASSOCIATION CBA

ARTICLE 6: PENSION

- A. CLO agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians if employs within the Jurisdiction of Local 60-471, AFM. The Pension contributions will be at the rates set forth in Schedule A, attached to this agreement, and incorporated by this reference. Contributions will be based on the wages set forth in Schedule A including doubling, Concertmaster, First Trumpet and Librarian premiums, on stage appearance, premiums and overtime. Cartage is not included.

CLO specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof, and agrees, when employing Musicians covered by this agreement within the Jurisdiction of AFM Local 60-471, to provide reasonable access to all information that the AFM-EPF may require and to permit the AFM-EPF to conduct an audit of CLO's payroll and wage records (at the expense of the AFM-EPF) to verify the accuracy of the contributions made.

- B. The CLO shall submit pension payments, along with AFM-EPF approved remittance forms, to the AFM Local 60-471. The money so contributed shall be mailed to the Union's Secretary-Treasurer in such a manner so as to be received as soon as possible after the engagement but not later than the fifteenth (15th) day of the calendar month following the month in which the deductions are made.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	83	714802002	CLACKAMAS REPERTORY THEATRE CBA REHAB 2

G. Pension Contributions

In addition to the compensation provided in this Article, starting in the 2021 season, the Employer shall make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EP) on behalf of all musicians covered by this Agreement in an amount equal to 4.796% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when

calculating future benefits. To give effect to such contributions, the Employer hereby accepts the terms of the Trust Indenture of the AFM-EP Fund dated October 2, 1959, and as it may be amended from time to time. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to Local 99 for forwarding to the Fund. The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf, provided that the Fund is furnished with a written acknowledgement by the Employer that the payroll company or other third party authorized to act as the Employer's agent in making contributions to the Fund. The Employer expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Employer of any obligation under this Agreement or the Plan Documents.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	84	710359001	CLAUDE HEATER FOUNDATION CBA

within five (5) working days after the date of the meeting.

Pension: Employer agrees to pay an amount equal to eight percent (10.9%) of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount made payable to "AFM-EPF" shall be mailed to the Union with the payroll list each pay period.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	85	77297001	CLEVELAND PLAY HOUSE CBA

17. Payroll

CPH shall pay the Musicians through its regular payroll. CPH shall pay the Musicians no later than the following Thursday for the previous week's service. CPH shall withhold all federal and state income taxes and social security. CPH shall pay timely to the appropriate governmental agencies all income tax and social security payments, unemployment, workers' compensation and related fees.



In addition to the gross compensation under this agreement, CPH shall pay at its sole expense a sum equal 8% of the gross compensation directly to the AFM-EP Fund for the first year, 9% for the second year and 10% for the third year. No other obligation of any kind will be owed by the Cleveland Play House to the Musicians, to Local 4, AFM, or the AFM-EP Fund.

CPH shall make this payment no less than one time per month. CPH shall execute all necessary documents to qualify as a pension employer.

CPH shall deduct from gross compensation the current prevailing union work dues (2%) as a per cent of gross compensation. CPH shall deduct the union work dues weekly and shall pay the union work dues to Local 4 no less than one time per month.

Upon written receipt of authorization, CPH agrees to deduct from gross compensation the prevailing Local 4 membership dues for the period of employment.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	86	79313001	COLUMBUS SYMPHONY ORCHESTRA GA CBA

XI. PENSION CONTRIBUTIONS

- A. Management agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of each Musicians employed by Management within the jurisdiction of AFM Local 148-462 at the percentage set forth in this Agreement. Accordingly, Management agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
- B. Effective July 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "AFM-EPF") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:
- C. Management will forward pension payments, along with AFM-EPF approved remittance forms, through AFM Local 148-462 at the same time as all other payroll. Management shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
- D. Any audit of Management's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this section.
- E. Pension Rates: Management agrees to make AFM-EPF pension contributions on behalf of each employed Musician in the following percentages of entire negotiated minimum scale, including doubling and overtime if applicable. Management shall make no pension contribution for any expense reimbursement(s) to a Musician including travel, per diem, or cartage.
 - Effective on 7/1/2018, the Employers contribution rate will be as follows:

Pension	6%
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American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	87	76597001	COMMUNITY MUSIC INC CBA

2. PENSION

The employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be:

For all engagements **on or after April 1, 2011**, an amount equivalent to **10.9%** of each employee's wage as defined in Article 2 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

Checks to be made payable to the AFM & EP Fund shall be sent to Local 1000 along with a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension.

The check and remittance information shall be transmitted to Local 1000 AFM for forwarding to the Fund **within 30 days following the rendering of services** for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	88	78736001	COMMUNITY ORCHESTRA LCL 5 CBA

G. Pension Contributions: The Employer shall be provided a current copy of and bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EP Fund on behalf of each Musician it employs in the amount of 10%, of the Musician's wages, including all overtimes and premiums. Effective September 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	89	710587001	COMMUNITY SYMPHONY ORCHESTRA LCL 10 208 AGRMT

5. The Employer will contribute to the American Federation of Musicians' and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. The EMPLOYER shall pay the Fund an amount equal to Eleven and ninety-nine hundredths percent (11.99%) on behalf of each Supplemental Musician of wages paid under paragraph (1) above. The Employer agrees to comply with the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time), which is incorporated by reference into this Agreement. All contributions shall be paid by check payable to the Fund and sent to the Chicago Federation of Musicians no later than five days following the date of the performance for which contributions are made, along with a remittance form showing the Employer's name and address; the type of engagement; the engagement start and end date(s); and, for each musician for whom pension is paid, the musician's last name, first name and middle initial, social security number, wages paid, and pension contribution amount.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	90	714124002	CONACO LLC CONAN OBRIEN SHOW CBA PART 2 REHAB 2

REHAB 2

2. Effective from May 1, 2018 until February 1, 2019, inclusive, Conaco will contribute an amount established by the AFMEP Rehabilitation Plan equal to eleven percent (11%) of all earnings of whatever nature under the agreement, computed at scale. Effective from February 2, 2019 until December 31, 2019, inclusive, Conaco will contribute an amount established by the AFMEP Rehabilitation Plan equal to twelve-and-one-tenth percent (12.1%) of all earnings of whatever nature under the agreement, computed at scale.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	91	72780001	CONCERT ARTISTS OF BALTIMORE CBA

PENSION

The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musicians covered by this Agreement in an amount equal to 5.45% of scale wages (inclusive of all amounts required by the Fund's Rehabilitation Plan) earned from the Employer, effective as of the date set forth below, and in accordance with the terms and conditions of this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	92	77919001	CONCORDIA UNIVERSITY IRVINE CBA

ARTICLE VIII: AFM PENSION

The University shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full; and adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the University's contribution shall be 11% of Scale Wages.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	93	711954002	CURRAN THEATRE PRODUCTION OF DEAR EVAN HANSEN CBA REHAB 2

j. Pension Contributions: Employer agrees to pay an amount equal to 14% of all wages paid to each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

Effective April 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 15.26%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth - 14% (the "Non-Supplemental Agreement Rates") when both of the following events have occurred:

(i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund, and

(ii) The American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

k. Timeliness of Payments: Musicians shall be paid by the fourth day following the end of each week worked for all services performed during that week. Wages paid after said day shall be subject to a 5% penalty for each 15 day period that the payment is late, to be paid concurrently.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	94	79597001	CURRAN THEATRE SOFT POWER CBA

h. Pension Contributions: Employer agrees to pay an amount equal to 14% of all wages paid to each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

Effective April 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010

(the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 15.26%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth - 14% (the "Non-Supplemental Agreement Rates") when both of the following events have occurred:

- (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund, and
- (ii) The American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	95	74098001	DALLAS OPERA CBA

6.3 Pension Benefits.

6.3.1 The employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employer s' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below and in accordance with the terms and conditions described herein.

6.3.2 Effective June 1, 2012, the Employer shall contribute to the American Federation of Musician s and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the employer's contribution rate will increase as follows inclusive of rehabilitation plan:

	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
Pension Contribution Rate	6%	6.5%	6.75%	7%

6.3.3 The Employer shall make payments to the Fund in such form and fashion and at such times as the Fund Trustee shall deem appropriate.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	96	949000001	DALLAS SUMMER MUSICALS CBA

5.2 Employee Pension Funds.

The employer shall contribute an amount equal to twelve percent (12%) of all earnings of persons covered by this Agreement, computed at scale, to the American Federation of Musicians' and Employers' Pension Fund, created pursuant to Trust Indenture, dated October 2, 1959.

5.2A The Employer shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate.

5.2B Employer payments to the AFM-EP Fund shall be made simultaneously with wage payments to the musicians for services performed hereunder.

A. AFFIDAVIT

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	97	79255001	DALLAS SYMPHONY ASSOCIATION CBA

10.13.Q. Retirement and Pension: The Dallas Symphony Orchestra Retirement Plan (Retirement Plan) shall continue in effect for the term of this Agreement, with such changes in form and substance as may be necessary to meet the requirements of the law, to conform to the terms of this Agreement as amended, and to effectuate the mutual objectives of the parties.

- (1) The terms of the Retirement Plan are as set forth in the plan instruments. The principal provisions of the Retirement Plan are furnished periodically to all Musicians in accordance with applicable laws; reference is made to such information and to the plan itself for details concerning eligibility, definitions of terms, vesting provisions, and the like. All of the terms placed within quotation marks in this Section have such meanings as are defined in the Retirement Plan.
- (2) The "Normal Pension" will be one-thousand, nine-hundred-twenty dollars (\$1,920.00) per calendar month, i.e. \$23,040-per year for a Musician at or above Normal Retirement Age with at least 30 years of Pension Credit.
- (3) The amount of the "Reduced Pension" will be a monthly amount equal to sixty-four dollars (\$64.00) for each full year of "Pension Credit."
- (4) The cost of the actuarial charge for the pre-retirement death benefit annuity (pre-retirement joint and survivor annuity) will be paid by the "Pension Fund" rather than by the Musician.
- (5) Retirement Plan Contributions will be paid quarterly.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07

Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	97	79255001	DALLAS SYMPHONY ASSOCIATION CBA

- (6) All years of service credit (including years prior to 1972) will be used in computing pension credits. However, a Musician's years of service credit after August 31, 1998, will not be used in computing the dollar amount of any pension under the Retirement Plan, except that such years of service credit will be used in determining (i) whether he/she has earned a Reduced Pension, an Early Retirement Pension or a Deferred Retirement Pension, (ii) whether the combination of his/her age and years of Pension Credit equal to 85 for purposes of paragraph 10.13.Q.7, below, and (iii) whether he has earned the minimum pension described in paragraph 10.13.Q.8, below.
- (7) In the event a Musician retires prior to age 65 (Normal Retirement Age) but with a combination of age and years of Pension Credit equal to 85, his/her pension will not be actuarially reduced, i.e., it will be \$64 per month for each year of Pension Credit up to 30 years of service.
- (8) If a Musician has at least 30 years of Pension Credit, and if his/her age and years of Pension Credit total 85 or more during the period from September 1, 1998 through August 31, 2003 while he/she was an active Musician, the monthly amount of the Musician's Pension under the Retirement Plan (when expressed as a single life annuity) will not be less than the amount by which two thousand five hundred dollars (\$2,500.00) exceeds the monthly amount of the pension payable to the Musician under the American Federation of Musician and Employers' Pension Fund (when similarly expressed). However, in no event shall this Agreement require the Retirement Plan to accrue any benefits that would cause the Retirement Plan to fail to satisfy the qualified plan requirements of Section 401(a) of the Internal Revenue Code. If this Agreement would require the Retirement Plan to accrue any benefits but for the preceding sentence, the Employer agrees to provide equivalent benefits in another manner.
- (9) Effective September 1, 2009, the Association shall pay, on behalf of each fully contracted musician, an amount equal to seven percent (7%) base weekly compensation to the American Federation of Musicians and Employers' Pension Fund ("Fund"), created pursuant to trust indenture dated October 2, 1959, Effective April 1, 2011, in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 ("2010 Rehabilitation Plan"), which is incorporated herein by reference. the Association's contribution rate will be 7.63% so long as the 2010 Rehabilitation Plan is in effect.
- (10) Effective September 1, 2010, the Association will begin making a pension contribution on behalf of each Part-Time Musician and Extra Musician in an amount equal to 4% of their base weekly compensation. The Association shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate. Effective April 1, 2011, in accordance with the contribution schedule of the 2010 Rehabilitation Plan, the

Association's contribution rate will be 4.36% so long as the 2010 Rehabilitation Plan is in effect.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	98	952560001	DALLAS THEATRE CENTER CBA

Continuation of the prior salary performance

5.2. Employee Pension Funds.

Effective September 1, 2015 the Employer shall contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EP Fund), created pursuant to Trust Indenture, dated October 2, 1959. Specifically, the Employer's contribution rates, inclusive of the Rehabilitation Plan adopted by the Board of Trustees of the AFM-EP Fund on April 15, 2010, will be as follows:

Effective September 1, 2015 the Employer's contribution rate will be six percent (6%).

Effective September 1, 2016 the Employer's contribution rate will be six and one-half percent (6.5%).

Effective September 1, 2017 the Employer's contribution rate will be seven and one-half percent (7.5%).

Effective September 1, 2018 the Employer's contribution rate will be eight percent (8%).

5.2.A. The Employer shall make such payments and submit reports to such places and in such form as the Fund Trustee shall designate.

5.2.B. Employer payments to the AFM-EP Fund shall be made simultaneously with wage payments to the musicians for services performed hereunder.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	99	75879001	DAYTON PHILHARMONIC ORCHESTRA CBA

G. On behalf of each Contracted Musician employed under this Agreement, the Symphony shall contribute to the American Federation of Musicians and Employers' pension Fund (AFM-EPF) an additional amount equal to 5.0% of all wages earned under this Agreement.

Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of Service(s) for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent (simultaneously) to the Union. All contributions shall be paid no later than the last day of the month following the month in which the wages on which the pension liability is based were paid. As a contributing employer to the AFM- EPF, the Symphony agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (See Exhibit II). Wages shall include all wages contained on the musician's W-2-form. Wages shall not include travel and cartage.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	1	100	72971001	DELAWARE SYMPHONY ASSOCIATION CBA

17.18. Pension

17.18.1. The Association shall contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF") an amount equal to eight point one seven five percent (8.175%) of each Musician's gross wages. "Gross wages" includes all per-service pay, payments for serving as a soloist, overtime, doubling, and other wages, but not including mileage, per diem, or cartage.

17.18.2. In the event the Trustees of the AFM-EPF do not allow participation in the Fund due to the contribution level specified herein, at its option, the Association shall either hold the funds due in an escrow account until such time as the contribution level is acceptable to the Trustees, or pay the equivalent amount to the Musicians as wages.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	1	72554001	DESERT SYMPHONY CBA

J. Pension Contributions: The Company shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Company's Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Company agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. The Company shall make contributions to the AFM-EPF on behalf of each Musician it retains in the amount of 10.9% that Musician's Scale wages:

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	2	78812001	DETROIT JAZZ FESTIVAL CBA

ARTICLE 4 - PENSION CONTRIBUTIONS

A. Pension: The Employer agrees to contribute an amount equivalent to 10% of each musician's minimum wage scale ("scale wages"), to the American Federation of Musicians and Employers' Pension Fund (the "Fund").

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by the Local 5 remittance form identifying for each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 5 services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing the American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

C. Effective August 1, 2011, ("Effective Date"), Employer shall contribute to the Fund in accordance with the contribution schedule for the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	3	76614001	DETROIT OPERA HOUSE CBA

3. PENSION: On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 13.99% of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

Effective September 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	4	76569001	DETROIT SYMPHONY ORCHESTRA CBA

1. The Corporation shall contribute on a bi-weekly basis to the AFM-EPF Plan an amount equal to six percent (6%) of scale wages paid plus fifteen percent (15%) of seniority pay paid for each musician who became a member of the Orchestra prior to September 3, 2007. For any musician who became a member of the Orchestra on or after September 3, 2007, the Corporation shall contribute on a bi-weekly basis to the AFM-EPF Plan an amount equal to seven percent (7%) of scale wages paid plus fifteen percent (15%) of seniority pay. Members of the Orchestra hired before September 3, 2007 shall continue to accrue benefit and vesting service in the Detroit Symphony Orchestra, Inc. Musicians' Retirement Plan. Members of the Orchestra who were hired on or after September 3, 2007 shall not participate in the Detroit Symphony Orchestra, Inc., Musicians' Retirement Plan.

Scale wage shall include all forms of compensation set forth in Article V of this Contract (except for seniority payments which are addressed separately above) and sick leave pay, but shall exclude unpaid leaves of absence and long-term disability.

The Corporation agrees to be bound by the terms and conditions of the Agreement and the Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as amended from time to time.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	5	78086001	DETROIT SYMPHONY ORCHESTRA FOR FORD MOTOR COMPANY VEHICLES INCIDENTAL RECORDING FOR VARIOUS PROJECT

6. Pension Fund Contribution – Employer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 12.81% of the wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, as updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	6	78348001	DIAMOND HEAD THEATRE CBA

VI. PENSION

- 6.1 The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 6.54 % of each musician/employee's wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages and paid to the American Federation of Musicians and Employers' Pension Fund).
- 6.2 All contributions to the Fund shall be made by check payable to the AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to the Association for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable. If the Employer

is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

- 6.3 The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	7	76931001	DINNER THEATER OF INDIANA CBA

7. AFM PENSION

The DDP, effective with the date of this agreement, will make a contribution in the following amounts to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician covered under this agreement:

2017–2018	5.0% of scale wages
2018–2019	5.0% of scale wages
2019–2020	5.0% of scale wages
2020–2021	5.0% of scale wages
2021–2022	5.0% of scale wages

(Scale Wages include all items contained in Section 6)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	8	713032001	DISCALCED INC SINGLE ENGAGEMENT DANCE PRESENTATION AT BROOKLYN ACADEMY OF MUSIC CBA

It is agreed that the Employer will pay fifty (50) musicians for the Company's upcoming performances at the Brooklyn Academy of Music from December 14-23, 2018 per MMDG's existing contracts as follows:

29 musicians at	\$2,600.00
12 musicians at	\$2,750.00
4 musicians at	\$2,650.00
2 musicians at	\$2,900.00
2 musicians at	\$2,850.00
1 musician at	\$4,400.00

50 musicians	\$134,900.00
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A roster is enclosed.

The undersigned Employer agrees to remit to Local 802 AFM a Company check, payable to "Local 802 AFM" in the amount of four thousand, seven hundred and twenty-one dollars and fifty cents (\$4,721.50 USD) representing the 3.5% union dues.

The undersigned Employer agrees to remit to Local 802 AMF a Company check, payable to "AMF-EPF", in the amount of twenty-three thousand, five hundred and twenty six dollars and fifty six cents (\$23,526.56 USD), representing the 17.44% pension benefit contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	9	710966002	DISNEY PARKS AND LIVE ENTERTAINMENT USE OF MUSIC FROM MP FROZEN TO LIVE SHOW FROZEN AT DCA REHAB 2

E. Pension Fund contribution – Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 14.09 % of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	10	79202001	DISNEY WORLD RESORTS LCL 389 WALT DISNEY PARKS AND RESORTS US INC CBA

SECTION 3. AFM-EPF CONTRIBUTIONS.

(a) Effective July 4, 1993, the Company agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of Musicians it statuses in this bargaining unit, pays wages reported on a W-2, and employs under this Agreement, at the percentages set forth in Article 33. Accordingly, the Company agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of the Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be

amended from time to time (the "Trust," collectively). Thus, the Company specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing Musicians statused in this bargaining unit, paid wages reported on a W-2, and covered by this Agreement, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Company's payroll and wage records (at the AFM-EPF's expenses) to verify the accuracy of the contributions made.

(b) Contributions made to the AFM-EPF Trust shall be paid over to the AFM-EPF Trust through the **Union's** financial officer before the 15th day of the calendar month following the month in which the contributions are made.

(c) The parties agree that pension contributions shall only be made by the Company on behalf of Musicians statused to this bargaining unit, paid wages reported on a W-2, and covered by this Agreement. No pension contributions or benefits under this Agreement shall be owed or paid by the Company to or on behalf of Musicians on TA, Musicians not statused to this unit who sub as Musicians, or any other group not specifically covered by this Agreement. Musicians not statused to this unit who are contracted to work under a TA shall be compensated as set forth in Article 25, Section 6(c).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	11	710111002	DISNEYLAND INTNL 2018 TDS NEW CHRISTMAS HARBOR SHOW SINGLE PROJECT THEME PARK AGRMT REHAB 2

2. Pension - Producer will make contributions to the American Federation of Musicians and Employers' Pension Fund in an amount equal to 12.81% of the scale wages paid under Section 1 above. Such contributions will be made no later than the end of the month following the month in which such wages were earned. Producer agrees to be bound by the Agreement and

4 of 7

Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated herein. This contribution rate shall be deemed to include the contributions required under the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	12	711148002	DISNEYLAND INTNL HONG KONG SHIELD ATTRACTION RECORDING NEW MUSIC WITH VISUAL ELEMENTS AGRMT REHAB 2

F. Pension Fund Contribution - Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 14.09% of the scale wages earned by said musicians. This contribution rate shall be deemed to be inclusive of all amounts required by the Funds Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	13	710733002	DISNEYLAND INTNL TDL DREAM UP PARADE SHOW STOP SINGLE PROJECT THEME PARK AGRMT REHAB 2

2. Pension - Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 14.09% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	14	711105002	DISNEYLAND INTNL TDS CHEF REMY AND YOU SINGLE PROJECT THEME PARK AGRMT REHAB 2

PROPOSED AMENDMENTS TO THE AGREEMENT

2. Pension - Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 14.09% of the scale wages earned by said musicians. This contribution rate shall be deemed to be inclusive of all amounts required by the Funds Rehabilitation Plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	15	710499001	DISNEYLAND RESORT LCL 7 DIVISION OF WALT DISNEY PARKS AND RESORTS US CBA

PENSION

A. The Employer agrees to be a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, and to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM/EPF) on behalf of all eligible employees, at the percentages(s) set forth in paragraph C., below, effective as of the date(s) set forth below, and in accordance with the terms and conditions described herein.

B. Eligible employees shall be defined as all employees working under the terms of this Agreement.

C. The Employer agrees to make pension contributions equal to thirteen (13%) percent of all hours worked or paid on a monthly basis for all eligible employees. Additionally, the Employer will contribute to the AFM/EPF in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the AFM/EPF on April 15, 2010 ("Rehabilitation Plan"), which is incorporated herein by reference. The Employer agrees to make pension contributions equal to a percentage of all hours worked or paid on a monthly basis for all eligible employees. Specifically, the Employer's contribution rate will be per the terms of the Side Letter of Understanding (Pension Contributions and Rehabilitation Plan) dated April 1, 2011.

D. The Employer shall not be liable for any pension contributions in excess of those stated in paragraph C.

E. Contributions made to the AFM-EPF shall be paid to the AFM-EPF on or before the 20th day of the calendar month following the month in which contributions were earned.

F. New employees covered under this Agreement shall not be eligible to enroll or participate in the Employer's Pension Plan, and current employees shall not be eligible to enroll and/or to continue to participate in the Employer's Pension Plan.

G. The following policy shall apply regarding the Musicians Union withdrawal from the Disneyland Resort and Associated Companies' Retirement Plan (the "Plan") and subsequent transfer into the AFM/EPF.

1. The effective date of the transfer will be July 1, 1993. As of this date benefit accrual and vesting credit will cease under the Plan. Employees will generally be treated as though they are terminated employees with regard to the Plan and their benefit will be based on the schedule in effect as of July 1, 1993. Employees will fall into three categories: vested employees with a lump sum value over \$3,500, vested employees with a lump sum value less than or equal to \$3,500 and non-vested employees. The three categories will be treated as follows.

2. Vested Over \$3,500

Employees will continue to be participants in the Plan with a frozen benefit and with no additional vesting credit towards post-retirement medical or the enhanced early retirement

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	15	710499001	DISNEYLAND RESORT LCL 7 DIVISION OF WALT DISNEY PARKS AND RESORTS US CBA

benefit. These employees will be entitled to a monthly retirement benefit from the Plan. Employees will have a one-time option of withdrawing their contributions and interest from the Plan or they may leave their contributions and interest in the Plan. Withdrawal of contributions and interest will result in a reduced retirement benefit. If the employee has earned 20 credited years of service as of July 1, 1993, he will be entitled to post-retirement medical through the Plan subject to the changes as for all other employees. If the employee has earned 25 credited years of service as of July 1, 1993, he will be entitled to the enhanced early retirement benefit.

3. Vested Less Than or Equal to \$3,500

Employees will continue to be participants in the Plan with a frozen benefit and with no additional vesting credit towards post-retirement medical or the enhanced early retirement benefit. Upon termination from the Employer they will automatically receive a lump sum distribution from the Plan based on the value of their frozen benefit at the time of termination from the Employer. Employees will have a one-time option of withdrawing their contributions and interest or leaving their contributions and interest in the Plan. Upon payment of the lump sum, these employees will not be entitled to any other retirement benefits from the Plan.

4. Non-Vested

Employees who have not attained five credited years in the Plan may elect to receive a refund of their contributions including interest. Upon termination from the Employer, all employees who did not elect to receive a refund of their contributions and interest will automatically receive a refund of their contributions and interest.

5. Health & Welfare Benefits for Retirees provided under the Employer Pension Plan for eligible employees will be provided on the same basis as provided to non-bargaining unit employees (including its salaried employees) of the Employer.

H. This Section 16 (Pension), shall be applied consistent with the Disney Pension Plan or any amendments thereto.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	16	711592002	DOMINICAN UNIVERSITY CHORALE CBA REHAB 2

PENSION

Employer agrees to pay an amount equal to 8.39% of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to "AFM-EPF" and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	17	713779002	DOMINICAN UNIVERSITY CHORALE CBA REHAB 2

PENSION

Effective on 8/1/18, the Employer will contribute 8.39% (110% of the total pre-Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan. Employer agrees to pay an amount equal to 8.39% of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician not later than 30 days from the last service performed.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	18	71050001	DRURY LANE THEATRE OAKBROOK CBA

EIGHTH: **PENSION:** The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to fourteen percent (14%) Fifteen and twenty-six hundredths percent (15.26%) in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. The Employer shall pay to the Fund the amount calculated on the Employer's gross weekly pay (including rehearsals) of each Musician. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information, which the Trustees of the Fund may reasonably require.

FOR 2016-2019

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

NOTE: Pension payments are paid on the gross weekly wages of each musician including rehearsals.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	19	958443002	DRURY LANE THEATRE OAKBROOK CBA REHAB 2

EIGHTH: PENSION: The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to Sixteen and 786/1000 percent (16.786%) in accordance with the contribution schedule of the Rehabilitation Plans adopted by the Board of Trustees of the Fund. The Fund will not consider 9.09% of the contribution payment when calculating future benefits.

The Employer shall pay to the Fund the amount calculated on the Employer's gross weekly pay (including rehearsals) of each Musician. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made.

The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information, which the Trustees of the Fund may reasonably require.

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof.

In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

NOTE: Pension payments are paid on the gross weekly wages of each musician including rehearsals.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	20	846034002	EAST WEST TOURING CO BOB DYLAN SPRING AND SUMMER 2019 TOURS CBA REHAB 2

5. PENSION

The Employer agrees to contribute an amount equivalent to fifteen percent (17.99%) of each employee's wages as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians & Employers' Pension Fund ("AFM-EPF"). All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the AFM-EPF within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the AFM-EPF, as it may be amended from time to time, which is incorporated by reference into this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	21	845916002	EAST WEST TOURING CO BOB DYLAN SUMMER AND FALL 2018 TOUR CBA REHAB 2

5. PENSION

The Employer agrees to contribute an amount equivalent to 17.99% of each employee's wages as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians & Employers' Pension Fund ("AFM-EPF"). All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the AFM-EPF within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the AFM-EPF, as it may be amended from time to time, which is incorporated by reference into this Agreement.

6. DEBITE DEFINITION

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	22	955164001	ELGIN SYMPHONY ORCHESTRA CBA

6.7.2.2 Pension: The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund, in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. An amount equal to eleven and ninety nine hundredths percent (11.99%) of the gross weekly pay (including vacation pay) of each Musician. The rate set forth in this Agreement will be discontinued immediately and will revert to the eleven percent (11%) rate when rates higher than the eleven percent (11%) rate are no longer required by the rehabilitation plan of the American Federation of Musicians and Employer's Pension Fund.

Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information, which the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto. The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement. The Fund shall provide pension benefits according to the American Federation of Musicians' and Employers' Pension Fund Plan, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	23	958673002	ELGIN SYMPHONY ORCHESTRA CBA REHAB 2

6.7.2.1 Pension: The Employer shall contribute to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (the Fund) an amount equal to Thirteen and 189/100 percent (13.189%). The Fund will not consider 9.09% of this contribution payment when calculating future benefits.

Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on

whose behalf contributions are paid including the Musician's name, social security number, wages and such other information, which the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto. The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement. The Fund shall provide pension benefits according to the American Federation of Musicians' and Employers' Pension Fund Plan, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	24	73179001	EMMANUEL MUSIC INC CHURCH CANTATAS SERIES CBA

VIII. WORK DUES AND PENSION

The Orchestra agrees to withhold and submit to the Union one and one-half percent (1.5%) of the musician's total scale wages by the fifteenth (15th) day of the month following the month in which services were performed.

The Employer agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the AFM Employer's Pension Fund (AFM-EPF). The Orchestra

further agrees to contribute to the AFM-EPF an amount equal to **11.50%** beginning September 1, 2016, **12.50%** beginning September 1, 2017 and **13.50%** beginning September 1, 2018 of all applicable wages earned by each Player performing musical services. This amount will be submitted to the Union by one separate check, made payable to AFM-EPF by the fifteenth day of the month following the month during which musical services were performed. The appropriate forms for the submission of work dues and pension information will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	25	957492001	ENCORE SERIES INC CBA

10. Pension Provisions. Employer shall pay into the American Federation of Musicians Pension Fund (Pension Fund) a sum equivalent to ten percent (10%) of all contracted musicians' Attachment "A" compensation, excluding cartage, meals, and transportation. A check in the proper amount made payable to "A.F.M. – E.P. Fund" shall be mailed to the Union with a list of names of musicians contracted for the series or concerts along with their social security numbers, Attachment "A" compensation, and pension contribution amounts. Payment of the pension contribution shall be made within twenty-one (21) days from the date of the last performance of the series.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	26	953189001	EVERYMAN THEATRE CBA

D. Pension

The Employer shall contribute 8.00%, which is inclusive of all additional rehabilitation plan contributions, of the total wages for each musician covered by this Agreement to the American Federation of Musicians and Employers'

Pension Fund through the Union's office. The Employer shall be bound by the terms and conditions of the Trust Indenture of said Fund, dated October 23, 1959 as amended from time to time. Such contributions shall be made within thirty days after the end of each engagement together with a completed form provided by the Fund or the Union. The Union shall furnish to the Employer the Trust Indenture as amended to date, and any amendments adopted during the term of this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	27	948346001	EXTRA MUSICIANS MUSICAL STAFF AND EXTRA LIBRARIANS CBA

B. A.F. of M. Pension Fund: The Met shall make a percentage contribution to the American Federation of Musicians and Employers' Pension Fund based on the gross earnings of each Member of the musical staff in any season in which such Member does not qualify for a year of service credit in the Metropolitan Opera Association Retirement Plan, such contribution to be made on an annual basis at the conclusion of the regular New York season. For the purposes of this pension contribution only, "gross earnings" shall be defined as actual gross earnings less gross earnings from Media.

1. The contribution rate for the A. F. of M. Pension Fund shall be 9%, plus an additional amount as required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan. As of August 1, 2011, such additional amount was .81%, for a total pension contribution of 9.81%.

2. An additional contribution will be made to the A.F of M. Pension Fund in the amount of eight (8%) percent of Media Salary.

3. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying, for each employee for whom a contribution is made, the musician's name, Social Security number, period of engagement for which pension is paid, gross earnings on which pension is paid and the amount of pension contribution. The check and remittance information shall be transmitted to Local 802, A.F. of M., for forwarding to the Fund. The Met agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	28	714881002	FAMILY THEATER PRODUCTIONS LLC THE HOUSE THAT ROB BUILT INDEPENDENT FESTIVAL FILM AGRMT REHAB 2

K. Pension Contribution: Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 8.8% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	29	75439001	FESTIVAL OF ARTS OF LAGUNA BEACH LCL 7 CBA

E. BENEFIT CONTRIBUTION RATE

AFM/EPF Pension Fund 9.0%

SECTION 15: PENSION

A. The Employer agrees to be a party to the Agreement and Declaration of Trust establishing the contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) by separate check payable to AFM-EPF, on behalf of all musicians it employs under the terms of this Agreement, at the percentages(s) set forth in Section 13.E, effective as of the date(s) set forth in Section 13.E, and in accordance with the terms and conditions described herein.

B. The Employer will contribute to the AFM-EPF in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. The Employer agrees to make pension contributions equal to a percentage of all scale wages paid, on a monthly basis, for each musician it employs under the terms of this Agreement. The Employer's contribution rate will be as specified in Section 13.E.

C. The Pension Contributions provided herein shall be remitted in monthly installments each season, to be received by the Union by July 15, August 15 and 15 days after the final performance of each Season.

D. These contributions shall be accompanied by a report, containing the names, Social Security Numbers, dates of employment, wages and benefits (H&W and AFM-EPF) paid to each Musician, Alternate Musician and Substitute Musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	30	711483002	FIRST PRESBYTERIAN CHURCH OF BERKELEY CBA REHAB 2

PENSION

Employer agrees to pay an amount equal to 9.59% of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

PAYROLL RESPONSIBILITIES

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	31	713175002	FIRST PRESBYTERIAN CHURCH OF BERKELEY CBA REHAB 2

PENSION

Employer agrees to pay an amount equal to 9.59% of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician not later than 30 days from the last service performed.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	32	712947001	FLORIDA ORCHESTRA CBA

D. American Federation of Musicians and Employers' Pension Fund (AFM-EPF)

1. The Employer shall contribute the percentages set forth below for the periods indicated of all Musicians' earnings of whatever nature covered under this Agreement to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore amended, and shall further submit such reports in such form as the Trustees of the AFM-EPF may reasonably require and make its records available for such reasonable audit by the Trustees as they may require.

2. The above-referenced contributions shall be made and remitted quarterly on each individual Musician's behalf based on his/her individual gross earnings under this Agreement, in accordance with Appendix A. The Federation and Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section. (See Article I.5. and Article VII.G.1.)

APPENDIX A

I. Basic Compensation

	2018-2019	2019-2020	2020-2021
Orchestra size	67 min., 80 max.	67 min., 80 max.	67 min.,* 80 max.
Guaranteed full work weeks	31	31	31
Paid Vacation weeks	1	1	2
Dark weeks	4	4	3
Total weeks	36	36	36
Guaranteed weekly salary	\$1120	\$1145	\$1178
Guaranteed annual EMG	\$1075	\$1099	\$1166
Guaranteed annual salary	\$36,915	\$37,739	\$40,040
Pension contribution	6.54%	6.54%	6.54%
Per diem allowances:			
Breakfast	\$12	\$12	\$12
Lunch	\$17	\$17	\$17
Dinner	\$28	\$28	\$28

* an audition for a 49th Musician will be held in Spring 2021, with each position to commence

1. Extra and substitute musicians shall be compensated at the following per service rates:

- a. 2018-2019: \$140.00
- b. 2019-2020: \$143.13
- c. 2020-2021: \$147.25

TFO shall contribute to the AFM-EPF on behalf of each extra and substitute musician in accordance with Article XVI.D.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	33	75908001	FORD THEATRE SOCIETY CBA

§. PENSION CONTRIBUTION

The Employer adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended and shall pay into the Fund an amount of 10.9% of the gross earnings of each employee covered by this Agreement. Check for this purpose shall be made payable to the "AFM & EP Fund" and remitted to the Union monthly.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	34	75056001	FORT WAYNE PHILHARMONIC CBA

11.02. Pension. The Philharmonic shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to 6.54% of all scale wages on behalf of each Contract Musician covered under this Agreement. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	35	74189001	FORTH WORTH SYMPHONY ORCHESTRA ASSOCIATION CBA

20.5 Pension Fund.

20.5A The Association shall pay a percentage of scale wages for all Contract A and B musicians into a mutually-agreed pension fund according to the schedule in 20.5B.

20.5B Effective April 15, 2011 ("Effective Date"), the Association will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Association's contribution rate will be as follows:

20.5B(1) Effective on the Effective Date, the Association's contribution rate will be 6.24%.

20.5B(2) Effective on April 1, 2011, the Association's contribution rate will increase to 6.54%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	36	954742001	FOX THEATRE CBA

Section 2. Pension. Effective February 13, 2010 and continuing for the term of this Agreement,

the Employer agrees to contribute an amount equal to ~~ten~~ ^{TEV 4.9/10% 10.9%} percent (10%) of the gross *U/S*

wages of each musician (excluding any cartage payments and/or expense

reimbursements) to the American Federation of Musicians and Employers' Pension

Fund ("AFM-EP" Fund). The Employer shall execute the necessary administrative

reports, including the Participation Agreement required by the AFM-EP Fund, in order

for the musicians to participate in the AFM-EP Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	37	73517001	FREMONT SYMPHONY ORCHESTRA CBA

9. ~~Thereafter~~, the Employer shall make the payments set forth in this Agreement to each musician employed under this Agreement at the final performance of each set.

18.12 Pension

- a. The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (the "Fund"), which is incorporated by reference into this Agreement, shall make pension contributions to the Fund on behalf of each employee covered by this Agreement in an amount equal to the specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein. Such contributions shall be inclusive of all additional contributions required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan:

Effective 9/1/16: 0.0%

Effective 9/1/17: 2.18%

Effective 9/1/18: 4.36%

- b. For the purpose of this section, "scale wages" shall include base per service wages, premium payments, doubling and overtime as set forth in Article 18 of this Agreement.
- c. Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable, but in no case later than the end of the month following the calendar quarter in which those services were rendered.
- d. All contributions to the Fund shall be made by check payable to "AFM-EPF." All such checks shall be transmitted to the Local Union for forwarding to the Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	38	711735001	FRESNO PHILHARMONIC CBA

B. PENSION: The ASSOCIATION agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund's Rehabilitation Plan and to pay for each year of the Agreement an amount equal to 7.63% (comprised of 7% base contribution and 0.63% additional Rehabilitation Plan contribution) of all Staff musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each Staff musician employed by ASSOCIATION. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union within ten (10) business days of the last concert of each pay period along with an itemization, by name, social security number, wages and pension contribution of each musician.

The rates set forth in this Agreement shall be discontinued immediately and shall revert to the 7% base contribution rate when both of the following events have occurred: (i) rates higher than the Base Agreement Rates are no longer required by the rehabilitation plan of

the AFM-EPF and (ii) the AFM-EPF repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contribution.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	39	955329001	GATEWAY MENS CHORUS CBA

5. The Gateway Men's Chorus agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Gateway Men's Chorus an amount equal to 8.72% for live performances from June 21, 2016 through June 20, 2019. Additionally, the employer agrees to contribute to the Fund an amount equal to 10.9% for broadcast or recording services from June 21, 2016 through June 20, 2019, earned by said musicians. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	40	952740001	GEORGIA SYMPHONY ORCHESTRA INC CBA

Section VI: American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, the GSO agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians it engages within the jurisdiction of AFM Local 148-462 at the percentage rate set forth in Schedule A, Section 6 of this Agreement, attached hereto and made a part hereof. Accordingly, the GSO agrees to be bound and hereby accept the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder). A copy of this document is to be provided to the GSO within five (5) days of receipt of this Agreement. Accordingly, Management adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein by reference.
- B. The GSO will forward pension payments, along with AFM-EPF remittance forms, through AFM Local 148-462 at the same time as all other payments. The GSO shall issue a separate check made payable to AFM-EPF for the total amount of the pension contributions for each engagement.
- C. Any audit of the GSO's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this Section.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	41	79844002	GEORGIA SYMPHONY ORCHESTRA INC CBA REHAB 2

Section VI: American Federation of Musicians and Employers Pension Fund (AFM-EPF)

- A. Effective upon the ratification of this Agreement, the GSO agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians it engages within the jurisdiction of AFM Local 148-462 at the percentage rate set forth in Schedule A, Section 6 of this Agreement, attached hereto and made a part hereof. Accordingly, the GSO agrees to be bound and hereby accept the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder). A copy of this document is to be provided to the GSO within five (5) days of receipt of this Agreement. Accordingly, Management adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein by reference.
- B. The GSO will forward pension payments, along with AFM-EPF remittance forms, through AFM Local 148-462 at the same time as all other payments. The GSO shall issue a separate check made payable to AFM-EPF for the total amount of the pension contributions for each engagement.
- C. Any audit of the GSO's records performed in accordance with any provision of any document referred to in this section shall be limited to records and accounts concerning transactions which are subject to payments directly pursuant to this Section.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	42	79450001	GOLDEN GATE PARK BAND CBA

ARTICLE VIII: OTHER PAYMENTS

1. Pension: Employer agrees to pay an amount equal to ten percent (10%) of all wages, payable to the American Federation of Musicians and Employers Pension Fund (AFM-EPF), for each Musician employed by Employer. Each payment shall be accompanied by the appropriate personnel form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed, and shall be sent to the Union. All contributions to the AFM-EPF shall be paid no later than the last day of the month following the month in which the last service of the production or set was performed. As a contributing employer to the AFM-EPF, Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Employer shall receive notification of any amendment(s) to said Agreement and Declaration of Trust in a timely manner.

Effective April 1, 2012 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 10.9%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth (10% – the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	43	75434001	GOODMAN THEATRE CBA

ELEVENTH: Pension

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. THE EMPLOYER shall pay to the Fund an amount equal to 14.17% (fourteen and seventeen/hundredths) of the Employer's gross weekly payroll for all employees covered by this Agreement (including rehearsal and vacation pay). Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to

be taken by the said Board of Trustees pursuant to the powers granted them by the Trust Agreement.

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	44	71437001	GOODSPEED OPERA HOUSE FOUNDATION INC CBA

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Pension

- 9.1 All Musicians shall receive pension in the amount equal to six percent (6%) of his/her hourly rehearsal and weekly performance pay. Said payments to be made to the American Federation of Musicians and Employers' Pension Fund in accordance with the payment schedule set forth by the Pension Fund. Goodspeed agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund which is incorporated by reference into this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	45	75487001	GRAND OLE OPRY LLC GRAND OLE OPRY CBA

- 6.4 In addition to the above scale(s), the employer agrees to contribute a sum equal to ten percent (10%) of each musician's scale wages that will be paid to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). Effective April 1, 2011, the pension contribution rate increased to 10.9% which includes the additional 9% as required under the 2010 Rehabilitation Plan.

The rates set forth in the AFM-EPF Supplemental Agreement will be discontinued immediately and will revert to the rate of 10% (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the AFM-EPF repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in rate of contributions.

All musician employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians to be bound by and here accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time. The employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof. Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (3) days of the end of the month in which the engagement occurred.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	46	75625001	GRAND OLE OPRY RYMAN AUDITORIUM PRE TOUR VIDEO NEW USE OF MUSIC AGRMT

2. PENSION FUND CONTRIBUTION - The Opry agrees to contribute to the AFM and Employers' Pension Fund on behalf of the Side Musician in an amount equal to 10.9% (which is included in the \$26,216.88 settlement payment). The Opry's Pension Fund Contribution is inclusive of the contributions required under the rehabilitation plan adopted by the Board of Trustees of the AFM and Employers' Pension Fund on April 15, 2010.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	47	72195001	GRANT PARK ORCHESTRA CBA

Section 20.3 Pension Contributions. The Employer shall pay to the American Federation of Musicians and Employers Pension Welfare Fund an amount equal to 12% of the

gross weekly compensation set forth in Article 19, Sections 19.1-19.6 of this Agreement for the account of each Musician for the term of this Agreement.

(A) The Employer agrees to the terms of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund in effect as of the date of this Agreement, which Agreement and Declaration of Trust is incorporated herein by reference. By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is a Musician covered by this Agreement, and the Fund assumes no liability for that determination.

(B) Each contribution shall be paid to the Fund no later than the thirtieth (30th) of the month following the month in which services were rendered for which such contributions are payable. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted directly to the Fund and a copy of the remittance forms accompanying such checks shall be contemporaneously sent to the Union.

(C) The Employer agrees to consider future amendments to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	48	79369001	GREAT LAKES THEATER FESTIVAL CBA

valuables and instruments.

15. Payroll

GLTF shall pay the Musicians through its regular payroll. GLTF shall pay the Musicians no later than the following Thursday for the previous week's services. GLTF shall withhold all federal and state income taxes and social security. GLTF shall pay timely to the appropriate governmental agencies all income tax and social security payments, unemployment, workers' compensation and related fees.

In addition to the gross compensation under this agreement, GLTF shall pay at its sole expense a sum equal to 10% of the gross compensation directly to the AFM-Employers' Pension Fund in the 2016-2017 season, and 11% in the 2017-2018 season. GLTF shall make this payment no less than one time per month. GLTF shall execute all necessary documents to qualify as a pension employer.

GLTF shall deduct from gross compensation the current prevailing Local 4 work dues (2%) as a percent of gross compensation. GLTF shall deduct the Local 4 work dues weekly and shall pay the work dues to Local 4 no less than one time per month.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	49	72213001	GREATER AKRON MUSICAL ASSOCIATION CBA

8.4 PENSION CONTRIBUTION TO AFM-EPF

On behalf of each Musician covered under this Master Agreement, The Symphony shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) an additional amount equal to 4.36%, inclusive of all rates required by the Rehabilitation Plan, of all scale wages earned under this Labor Agreement, excluding any additional amounts negotiated by individual Musicians under personal service contracts and Article 8.8 (cartage) and 9.6[D] (per-diem). Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, The Symphony agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	50	71616001	GREEN STREET MORTUARY CBA

9. The Employer agrees to contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to eight percent (8%) of the total wages for all services. A check in the proper amount made payable to AFM-EPF shall be mailed to the Union with a copy of the payroll for each pay period, including names, social security numbers, wage and pension amounts.

Effective 4/1/13 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective on the Effective Date, the Employer's contribution rate will be 8.72%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth [cross-reference the rates that will be used instead] (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	51	79852002	GREG GIANNASCOLI MUSICAL ENTERPRISES FOR AMERICAN REPERTORY BALLET COMPANY CBA REHAB2

Pension:

- A. Effective Dec 1, 2018 through Dec 24, 2018, the Employer agrees to make pension contributions to the AFM Pension Fund (AFM-EPF) on behalf of the musicians it hires within the jurisdiction of AFM Local 16 at 10.1% of all wages (includes base wage, overtime, doubling, premiums, orchestration, arranging, preparation and copying pay) earned under this agreement. Non-wage premiums and expenses including cartage, mileage, parking reimbursements, etc. shall not be considered pensionable wages.
- B. Contributions shall be delivered no later than the 30th day of the month following the month in which the wages were earned, by a check made payable to the AFM-EPF along with appropriate remittance forms to the Union for verification and subsequent remittance to the AFM-EPF.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	52	713227001	HAMILTON EXHIBITION USE OF MUSIC IN HAMILTON TRAVELING EXHIBITION WITH NEW VISUAL ELEMENTS

E Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 12.81% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the Fund's Rehabilitation Plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	53	78108001	HANDEL AND HAYDN SOCIETY CBA

C. **Pension:** SOCIETY agrees to contribute to the American Federation of Musicians Society's Pension Fund (AFM-EPF) an amount equal to 11.99% of applicable wages earned by each Musician performing musical services, and transmit by one separate check, made payable to the "AFM-EPF," to the Union no later than the tenth day of the month following the month during which musical services were performed.

Effective July 1, 2018 Employer contribution to AFM EPF will increase to 12.50%.

Effective July 1, 2020 Employer contribution to AFM EPF will increase to 13.00%.

Each of these percentage Employer contributions is inclusive of any payments required by the 2010 AFM-EPF Rehabilitation Plan (the "Rehabilitation Plan") under the Pension Protection Act of 2006 (the "Rehabilitation Payments"), and under the 2010 Supplemental Agreement between the parties (the "Supplemental Agreement"). In the event that the rates set forth in the Supplemental Agreement are discontinued pursuant to the last paragraph of the Supplemental Agreement, then (to the extent permitted by the Rehabilitation Plan), the Employer contribution rate shall revert to a rate that is reduced by the amount of the then-current AFM-EPF surcharge (10% as of the date of ratification of this Agreement).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	54	715341002	HARRISBURG SYMPHONY CBA REHAB 2

- G. **Pension.** On behalf of each Contracted Musician under this Agreement, the Association shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 7.19% of base wages, doubling and overtime, but not including cartage and per diem, beginning with the 2019-2020 season. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent (simultaneously) to the Union. All contributions to the AFM-EPF shall be paid concurrently with each pay period.

The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and revised in June, 2018, including all contribution schedules, which is incorporated herein by reference. Specifically, the employer's contribution shall be:

7.19% beginning September 1, 2019.

Any increase in the pension contribution rate mandated by the trustees under the rehabilitation plan of the Pension Fund exceeding a rate of 9% will be funded by the reduction of either the base wage increase and/or per diem increase set forth in this Agreement as follows: if the pension contribution goes into effect before January 1 of a contract year the wage/per diem increase for that contract year will be subject to the deduction. If the pension contribution increase goes into effect after January 1 of a contract year, the wage/per diem increase for the following contract year will be subject to the deduction. Provided however, that any pension contribution increase that goes into effect in the final year of the contract will result in a reduction of the wage/per diem increase for that contract year irrespective of when the pension contribution increase goes into effect. The other terms of the parties' contract amendment on pension dated June 1, 2010 will remain in effect.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	55	7959001	HARTFORD SYMPHONY ORCHESTRA INC CBA

17.4 Pension

The employer agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 400 at a rate of 5.45% for each season of each employee's gross compensation. Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies there under), as amended, or as may be amended from time to time (the "Trust", collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of AFM Local 400, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Employer's payroll and wage records (at the AFM-EPF's expense) to verify the accuracy of the contributions made.

The Employer will forward pension payments through AFM Local 400 to be received in the office of the AFM-EPF in New York no later than the last day of the month which follows each corresponding payroll. The Employer shall issue a separate check made payable to AFM-EPF for the total amount of pension for each period.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	56	74025001	HAWAII OPERA THEATRE CBA

Memorandum of agreement on file for subsequent period, however no changes to pension are mentioned. Attached is the most recent agreement with pension info

The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein:

<u>From Date</u>	<u>To Date</u>	<u>Contribution Rate</u> <u>(Inclusive of all amounts</u> <u>required by the Fund's Rehabilitation Plan)</u>
<u>7/1/15</u>	<u>8/31/16</u>	<u>8.72 %</u>
<u> </u>	<u> </u>	<u> %_g</u>
<u> </u>	<u> </u>	<u> %_g</u>
<u> </u>	<u> </u>	<u> %_g</u>

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	57	710454001	HILTON HEAD SYMPHONY ORCHESTRA CBA

ARTICLE 8: PENSION

8.1 The Society shall pay into the American Federation of Musicians Pension Plan on behalf of each musician, the following amounts, based on scale wages only to those covered by this agreement. As a continuing employer, The Society agrees to accept the terms of the AFM-EPF Rehabilitation Plan.

2008-09	2009-10	2010-11
9%	9%	9.36%, beginning June 1, 2010
		9.81%, beginning April 1, 2011

(this pension funding is in addition to the FICA paid by the Society, currently 7.65%)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	58	710551001	HOH BROADWAY LIMITED LIABILITY COMPANY HEAD OVER HEELS AT HUDSON THEATER CBA

rec'd 9/25/18 - email - theresa couture, 802 - blt.



Associated Musicians of Greater New York
322 West 48th Street, New York, NY 10036
Phone 212-245-4802 • www.local802afm.org
Fax 212-245-6589 (2nd fl) • 489-6090 (3rd fl) • 245-6257 (4th fl) • 245-6255 (5th fl)

April 20, 2018

Jeff Wilson
HOH Broadway LLC
C/o 101 Productions, Ltd.
260 W. 44th Street
Suite 600
New York, NY 10036

Re: Head Over Heels at the Hudson Theater – Letter of Agreement

Dear Jeff,

This Letter of Agreement by and between HOH Limited Liability Company, located C/o 101 Productions, Ltd., 260 W. 44th Street, Suite 600, New York, NY 10036 (the "Employer"), and ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802, AMERICAN FEDERATION OF MUSICIANS located at 322 W. 48th Street, New York, NY 10036 (the "Union") sets forth the terms of employment of musicians employed for the Broadway Production of *Head Over Heels* at the Hudson Theater, 141 W. 44th St., New York, NY 10036.

1. The Employer acknowledges receipt of a copy of the 2011 to 2016 Collective Bargaining Agreement between Associated Musicians of Greater New York, Local 802, The Broadway League, Inc., and Disney Theatrical Productions, and the 2016-2019 Memorandum of Agreement between Local 802, The League, and Disney (together "The Broadway CBA"), and are familiar with the terms of all of the documents.
2. The Employer hereby recognizes Local 802 as the exclusive bargaining representative of all musicians engaged to perform in its Broadway production of *Head Over Heels* at the Hudson Theater.
3. With respect to the employment of those musicians, all terms and conditions of The Broadway CBA shall apply, and the Company hereby agrees to become a party to and abide by and conform to all of the terms and conditions of The Broadway CBA.

If you are in agreement with these terms, please sign below:

For the Union, Local 802, AFM:

For the Employer:

ASSOCIATED MUSICIANS OF
GREATER NY, LOCAL 802, AFM

Date:

5/14/18

HOH Limited Liability Company

Date:

5/10/18

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	59	73798001	HOLLYWOOD BOWL ORCHESTRA CBA

J. Pension: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 10% of that Musician's scale wages.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	60	72944001	HORA DECIMA BRASS ENSEMBLE CBA

ARTICLE 10 – PENSION

The Employer agrees to contribute an amount equivalent to the percentage listed below of each employee's wages as defined in Article 8 with the exception of 8H Cartage and 8Ib Mileage of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

10/1/16
to 9/30/17
16.35%

10/1/17
to 9/30/18
16.35%

10/1/18
to 9/30/19

Current Local 802 Single
Engagement Classical
Wage Scale reimbursement
in effect at the time
services are rendered.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all the contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution 16.35%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	61	72474001	HORACE BUSHNELL MEMORIAL HALL CORPORATION CBA

PENSION

During each week of employment of one or more Union musicians, the Employer shall contribute to the American Federation of Musicians & Employer's Pension Fund a sum equal to that noted below based on each musician's gross wages, not including cartage.

Effective July 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contributions schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

	Effective 07/17/2016	Effective 07/01/2017	Effective 07/01/2018
Employer Contribution Rate	12%	12%	12%
Rehabilitation Plan Increase (of Employer rate)	109%	109%	109%
Cumulative Rate	13.08%	13.08%	13.08%

The cumulative rate in effect upon expiration of this Agreement shall neither increase for the duration of the Rehabilitation Plan nor be considered the basis from which subsequent negotiations will commence.

Checks shall be made payable to the AFM & EP Fund and shall be sent, monthly, to the Union along with the names of the covered musicians. The Employer shall not be held liable for the management or safekeeping of these funds once disbursed to the Union.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	62	71788001	HOTEL USERS OF MUSIC CBA

C. Pension

1. Each hotel shall, within fourteen (14) days of each payday, contribute twelve percent (12%) of the gross wages including vacation pay earned by each musician in its employ each week to the American Federation of Musicians and Employers' Pension Fund (AFM& EP Fund) to provide pension benefits to the employees for whom said contributions have been made.

2. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such check(s) shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, and scale wages on which pension is paid. The check and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

3. The Hotel adopts the American Federation of Musicians and Employers' Pension Fund ("Fund") Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The contribution rate effective as of March 2017 is 13.08%, which is inclusive of the .9% increase required by the AFM-Employers Pension Fund's Rehabilitation Plan.

4. Pension contribution checks shall be made payable to the AFM-EP Fund, but they shall be sent to Local 802 at 322 West 48th Street, New York, NY 10036.