

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	63	73477001	HOUSTON BALLET FOUNDATION CBA

**Section 14. RETIREMENT PLAN CONTRIBUTION**

In accordance with the parties' May 25, 2010 agreement with respect to the Rehabilitation Plan from the Board of Trustees the Employer agrees to contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of each Musician at a rate equal to a percentage of such Musician's base rate for performances and rehearsals (including overtime) as follows:

2016-2017	6.54%
2017-2018	6.54%
2018-2019	6.54%

The above represents a 6.0% contribution plus an additional contribution of 0.54% pursuant to the Rehabilitation Plan. Contributions shall be remitted no later than the end of the month following the month in which the work was performed. Employer shall transmit the pension contribution together with the appropriate forms to the American Federation of Musicians, Local 65-699. The Employer agrees to be bound by the Agreement and Declaration of Trust dated October 2, 1950, as amended, (the "Trust Agreement") establishing the American Federation of Musicians and Employers' Pension Fund, as amended from time to time (the "Fund").

The foregoing notwithstanding, in the event that at any time in the future Employer is assessed by the Fund or any individual or entity related thereto, the Pension Benefit Guaranty Corporation, or any successor or comparable US Government entity for any under funding in said Fund, the amount of said assessment in any Season shall allow Employer to reduce the per Service rate set forth in 1(a) above for the following Season by the amount necessary to cover said assessment. The per Service rate reduction shall be calculated by dividing the assessment by the number of guaranteed services times the number of Musicians who are guaranteed such services in the Season and subtracting that number from the per Service rate to establish the Adjusted per Service rate. All Services shall be paid at the Adjusted per Service Rate from the beginning of the Season until such time as the difference between what would have been paid under the per Service rate for such Season set forth in . 1 (a) above and the amount paid utilizing the Adjusted per Service rate equals the amount of the under funding assessment. At such point all additional Services shall be paid at the original per Service rate for such Season set forth in 1 (a) above.

Notwithstanding the above paragraph, the parties agree that during the term of this Agreement, the Employer will make Rehabilitation Plan offsets on an individual basis going forward, rather collectively retroactive, as has been past practice pursuant to that Memorandum of Understanding entered into between the parties on November 30, 2010. For the avoidance of doubt: during the term of this Agreement, the Employer will reduce the per service rate, for the performing musician to whom an increased Rehabilitation Plan contribution applies, by 0.54% in order to offset for applicable Rehabilitation Plan contributions.

In the event that at any time in the future the minimum contribution rate required by the Trust Agreement or any other document related thereto as well as any amendments thereto is increased beyond the contribution rate provided for hereinabove in this Agreement, any such increase shall operate to reduce the Per Service Rates by an amount necessary to provide that the Per Service Rate plus the Retirement Plan Contribution then required by the Trust Agreement shall not exceed the Per Service Rate plus the Retirement Plan Contribution provided for herein.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	64	949683001	HOUSTON GRAND OPERA CBA

Section 2. Pension Contribution. Management agrees to contribute a sum equal to the percentage noted below of the wages outlined above for each member to the American Federation of Musicians and Employers Pension Fund (the AFM-EP Fund) for the purpose of providing pensions for the benefit of Musicians. Contribution Remittance Forms shall be provided by the Union.

2014-15 Season	10.9%
2015-16 Season	10.9%
2016-17 Season	10.9%
2017-18 Season	10.9%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	65	78626001	HOUSTON JAZZ ORCHESTRA CBA

**Article VII. PENSION FUND (AFM-EPF)**

The Employer signing this 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," or AFM-EPF) on behalf of each employee covered by this agreement Henceforth, the pension contribution for the 2016 – 2017 Agreement will be 5.45%, which reflects the 5% pension contribution negotiated as part of this Agreement plus the 9% additional contributions required by the AFM-EPF Rehabilitation Plan. In the event that the Fund no longer requires additional contributions, the pension rate will revert to 5%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	66	951530001	HOUSTON SYMPHONY SOCIETY CBA

XVII.1 Retirement Benefits

- a. On October 31, 1997, the Houston Symphony Musicians Retirement Plan, maintained by the Society, was frozen at its current level of \$25,000. No further benefit service will accrue after May 31, 1997, to participants in this plan.

The Society will make contributions, at its expense, to the A.F. of M. Pension Plan on behalf of all contracted musicians, at a rate of six percent (6%).

[From 2005 extension of 2003-2006 Agreement] Pension payments will not be made on unpaid weeks, including furlough weeks and unpaid services as per the A.F. of M. employee pension plan participation agreement. In addition, the orchestra agrees to forgive management's previous policy to pay pension on unpaid furlough weeks and unpaid services for the 2004-2005 contract year.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	67	958379002	HOUSTON SYMPHONY SOCIETY CBA REHAB 2

XVII.1 Retirement Benefits

- a. On October 31, 1997, the Houston Symphony Musicians Retirement Plan, maintained by the Society, was frozen at its current level of \$25,000. No further benefit service will accrue after May 31, 1997, to participants in this plan.

The Society will make contributions, at its expense, to the A.F. of M. and Employer's Pension Fund on behalf of all contracted musicians, at a rate of seven and nineteen hundredths percent (7.19%). This contribution schedule reflects the nine percent (9%) increase in the original six percent (6%) contribution under the 2010 rehabilitation plan ( $6\% + .54\% = 6.54\%$ ) and the 10% increase required by the June 2018 Rehabilitation Plan update rounded to the nearest one-hundredth ( $6.54\% + 0.65\% = 7.19\%$ ).

[From 2005 extension of 2003-2006 Agreement] Pension payments will not be made on unpaid weeks, including furlough weeks and unpaid services as per the A.F. of M. employee pension plan participation agreement. In addition, the orchestra agrees to forgive management's previous policy to pay pension on unpaid furlough weeks and unpaid services for the 2004-2005 contract year.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	68	953139001	HUNTINGTON THEATRE COMPANY CBA

### 1.3 Union Pension

The Employer agrees to contribute to the American Federation of Musicians Employers' Pension Fund ("AFM-EPF") an additional 11.99% 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 (15<sup>th</sup>) day of the month following the month in which the services were performed.

Effective September 1, 2016 Employer contribution to AFM EPF will increase to 13%.

Effective September 1, 2017 Employer contribution to AFM EPF will increase to 13.50%.

Effective September 1, 2018 Employer contribution to AFM EPF will increase to 13.75%.

Effective September 1, 2019 Employer contribution to AFM EPF will increase to 14.00%.

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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	2	69	71422001	ILLINOIS PHILHARMONIC ORCHESTRA CBA

**PENSION**

The Employer 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 10-208 and Local 37, in the amounts 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 AFM-EPF 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 musician covered by this Agreement within the jurisdiction of Local 10-208 and 37, 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 Illinois Philharmonic's payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amount: 6% (6.54% in accordance with the AFM-EP Fund Rehabilitation Plan adopted by the Board of Trustees of the 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	70	713787001	INDIANAPOLIS CHAMBER ORCHESTRA CBA

19.9 - Pension

The ICO 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 (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums and any additional premiums), earned under this Agreement.

Accordingly, the ICO 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 ICO 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 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 ICO's payroll and wage records to verify the accuracy of the contributions made.

Contributions will be as follows:

Effective July 1, 2011 — 6.45%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	71	959293002	INDIANAPOLIS CHAMBER ORCHESTRA CBA REHAB 2

**19.9 - Pension**

The ICO 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 (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums and any additional premiums), earned under this Agreement.

Accordingly, the ICO 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 ICO 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 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 ICO's payroll and wage records to verify the accuracy of the contributions made.

Contributions will be as follows:

Effective July 1, 2019 – 7.2%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	72	846008001	INDIANAPOLIS SYMPHONY SHINE A LIGHT PROJECT USE OF MUSIC AT LIGHT SHOW PRESENTATION AGRMT

3) Pension Fund Contribution: The Employer agrees to be bound by the Trust Indenture Agreement 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 engaged by the Employer, an amount equal to 12.81% 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	2	73	949349001	INSIDE BROADWAY CBA

**6. PENSION**

A. 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 9.27% of each musician/employee's wages as defined in the CBA.

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 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 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.

C. 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	74	715079002	INSIDE BROADWAY CBA REHAB 2

6. PENSION

A. The most recent update to the AFM-EPF rehabilitation plan (June 2018) requires a 10% increase in employer contributions, such additional contributions to be unallocated. The amount of such increases will inure to the plan itself and not a musicians account. 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 10.45% (9.5 +10%) of each musician/employee's wages as defined in the CBA.

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 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 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.

C. 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	75	710452001	INTERNATIONAL PERFORMERS INC CBA

**5. Pension**

The Employer agrees to contribute to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of all musicians for all compensation earned, based on the minimums set forth above. Pension contributions shall be 12% of the minimum per-show and rehearsal rates. This rate is inclusive of the .9% increase as agreed to in the pension rehab supplemental agreement, and shall be remitted to Fund on a monthly basis. Said contributions shall be remitted no later than the 15th day of the month following the month 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	2	76	952929001	IRISH REPERTORY THEATRE CBA

3. Pension

Effective November 8, 2017, increase pension contribution to 10%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	77	7765001	JACK KLEINSINGER HIGHLIGHTS IN JAZZ CBA

#### 4. PENSION

The Employer agrees to contribute an amount equivalent to eight point seven two percent (8.72%) of each employee's wages as defined in Article(s) 3 of this Agreement (which shall be considered to be scale wages) 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." 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 30 days of the last day of the month during which services were rendered, and 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 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, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall increase to eight point seven two (8.72%) as of April 1, 2011.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	78	76806001	JACKSONVILLE SYMPHONY ASSOCIATION CBA

**ARTICLE 22. PENSION**

The Association shall contribute the percentages set forth below for the periods indicated of all Musicians' earnings of whatever nature set forth in this Agreement to the American Federation of Musicians and Employers' Pension Fund 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. The above-referenced contributions shall be made and remitted quarterly on each individual Musician's behalf based on his/her gross earnings under this Agreement in the amounts of:

The Association shall contribute to the American Federation of Musicians and Employers' Pension 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"). The contribution rate will remain an all-inclusive 6.75% for the duration of this agreement, which includes the .09% surcharge mandated by the 2010 Rehabilitation Plan. The Federation and the Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	79	954621001	JAY OH PRODUCTIONS INC CBA

**ARTICLE 4. PENSION**

The Employer agrees to contribute to the American Federation of Musicians & Employers' Pension Fund a sum equal to sixteen point three five percent (16.35%) of each musician's gross wages as specified on monthly payroll forms which shall be defined as scale wages. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's 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 thirty (30) days of the last day of the month in which services were rendered, and 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, 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	2	80	75831001	JAZZ AT LINCOLN CENTER CBA

**ARTICLE 5 – PENSION BENEFITS**

**A.** The Employer shall contribute to the American Federation of Musicians and Employers Pension Fund (Pension Fund) on behalf of all Musicians employed hereunder a sum equal to 11.99% of the covered scale wages. Employer contributions shall also be made on behalf of all Musicians engaged by the Employer to perform at commercial concerts as part of a domestic or international tour, except that the contribution in connection therewith shall, for each day of performance, be a sum equal to the applicable percent of the performance rate set forth in Article 2, paragraph 1 for a performance of three (3) hours or less. Notwithstanding the foregoing, contributions for a performance which is part of a domestic or international tour shall not be required for any Musician who is not a resident of the United States. Pension contributions for members of the Jazz at Lincoln Center Orchestra also shall be in accordance with the additional provisions of Sideletter 4.

**B.** Contributions required under this Article shall be forwarded to the Pension Fund within ten days after the end of the month for which there is covered employment.

**C.** 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. In addition, 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	2	81	713318001	JAZZ FOUNDATION OF AMERICA A GREAT NIGHT IN HARLEM CBA

...transpotation, parking and etc.

**Article IV. PENSION**

The Employer agrees to contribute an amount equivalent to eleven point one seven two five percent (11.1725%) of each employee's gross wages, which is defined as total compensation, which shall be considered to be scale wages, 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 Employer's 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 thirty (30) days of the last day of the month in which services were rendered, and 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 also agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959, and as it may be amended from time to time, which is incorporated by reference into this Agreement. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are 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	82	75964001	JAZZ FOUNDATION OF AMERICA MONDAY NIGHT JAZZ JAM CBA

ARTICLE 4 - PENSION

**ARTICLE 4 - PENSION**

The Employer agrees to contribute an amount equivalent to ten point nine percent (10.9%) of each employee's gross wages, as referred to in article three (3) of this agreement, which is defined as total compensation, which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund (the 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 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 30 days of the last day of the month in which services are rendered, and for which such services 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 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, and made part of this agreement, by reference, as though set forth in full. In addition, 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 herein, and made part of this agreement, by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	83	958476002	JB NEW WORLD LP JERSEY BOYS COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT REHAB 2

ii. \$192 per musician weekly cap

(4) Pension:

- a. This is in compliance with the Pension Rehabilitation Plan. The Employer agrees to contribute an amount equivalent to 10.79% (inclusive of the .9% additional contribution required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan) of each employee's wages 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.
- 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 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 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.
- c. 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	2	84	952786001	JEWISH CLUB DATE NESHOMA

**ARTICLE V - PENSION**

1. NESHOMA shall contribute to the American Federation of Musicians & Employers Pension Fund ("AFM-EPF"), for the benefit of its musicians, a pension contribution in the amount of 11.1 percent (11.1%) of gross scale wages on a maximum of four (4) hours. Said contribution shall be deducted from the actual gig rate negotiated with the employee, as described in the attached Rider.
2. Nothing contained in this Article V shall require Orchestra to make pension contributions to the AFM-EPF for musicians covered hereunder in the event Orchestra is compelled to make similar pension contributions (in an amount that is equal to or greater than the amount required by this Agreement) for the benefit of the same musicians for the same engagement(s) to a fund or plan maintained or operated by another local of the AFM as a conduit through which pension contributions are made to the AFM-EPF. In the event that the contributions, if any, that Orchestra is thus compelled to make to or through a plan maintained and operated by another local of the AFM are less than the pension contributions required to be made pursuant to the Article V, Orchestra shall contribute the difference to the AFM-EPF.
3. All pension contributions required to be remitted by this Article V shall be made no later than sixty (60) days after the engagement for which such contributions are due.
4. Neshoma 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, but only to the extent that same places liability for any obligations to the Pension Fund only with Orchestra and excludes from any and all liability to the Pension Fund, personal or otherwise, by all officers of the Orchestra, employees of the Orchestra and/or shareholders of the Orchestra.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	85	956775001	JOHN F KENNEDY CENTER FOR THE PERFORMING ARTS CBA

Section 5.A. Pension: For all musicians employed under this Agreement for each engagement, there shall be a payment into the American Federation of Musicians' and Employers' Pension Fund (AMFEP Fund), which has been established in accordance with applicable provisions of law. Pension contributions shall be made at the following rates:

2013-2014:	12.5%
2014-2015:	12.5%
2015-2016:	12.5%
2016-2017:	12.5%

In compliance with the Pension Protection Act of 2006, the Center will adjust Pension as dictated by the Rehabilitation Plan of the AFM-EPF. Therefore, the Center 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 an additional 1.125% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay ("Supplemental Contributions").

The Supplemental Contributions set forth in this Article will be discontinued immediately and the contribution rate will revert to the rate set forth in this Agreement as it may have been altered from time to time (without regard to the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund) in subsequent negotiations (the "Non-Supplemental Agreement Rate") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rate 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 are not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

For each attraction, pension contribution shall be remitted to Local 161-710 headquarters, along with appropriate pension fund remittance report (in duplicate) listing each member's name, social security number, gross earnings and applicable pension contributions. Check for pension contributions shall be made payable to the AFMEP Fund and transmitted to the Union not later than thirty (30) days after the closing date of the attraction.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	86	72469001	KALAMAZOO SYMPHONY ORCHESTRA CBA

16.8 – Pension. The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each tenured regular member in an amount equal to 5.45% of scale wages. Each contribution shall be paid to the Fund not later than August 31 for the season ending on that date 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 earnings on which pension 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, and as a continuing employer the Employer continues to adopt the Rehabilitation Plan of 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	87	76572001	KANSAS CITY SYMPHONY CBA

**F. Pension**

During the term of this agreement, the Symphony shall contribute an amount equal to 5.45% of the individually contracted salary and any other earnings paid to each musician, excluding only severance pay and bonuses, to the American Federation of Musicians-Employers Pension Fund. Contributions to the AFM-EPF for EMG shall be paid based on all wages paid at the rate and b the due date set forth in XII.B.

In addition, the Symphony shall contribute 2% of the individually contracted salary and any other earnings paid to each musician, excluding only severance pay and bonuses, to the Kansas City Symphony 403(b) Retirement Plan, administered by the Retirement Committee, as defined in section IV G.

During the 2014-15 and 2015-16 seasons, the Symphony shall contribute an additional 1% (3% total) of the individually contracted salary and any other earnings paid to each musician, excluding only severance pay and bonuses, to the Kansas City Symphony 403(b) Retirement Plan, on condition that the musician contributes not less than .5% of his individually contracted salary including individual scale, overscale, CCI, EMG and doubling, but excluding solo pay and overtime. During the 2016-2017 season, the Symphony shall contribute an additional .5% (3.5% total) per musician provided that the musician contributes not less than a total of at least .75% of his individually contracted salary and any other earnings paid excluding only severance pay and overtime.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	88	710210002	KEEN COMPANY ORDINARY DAYS NOT FOR PROFIT AGRMT REHAB 2

A. 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 the following percentage of each musician's/employee's wages: 8.72%, effective April 1, 2011.

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 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 Local 802 AFM 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.

C. 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	89	845917002	KEY BRAND THEATRICAL GROUP INC BROADWAY ACROSS AMERICA LCL 8 CBA PART 2 REHAB 2

9. AFM-EPF: As a Continuing employer the Employer continues to adopt the rehabilitation Plan of the AFM-EPF and further agrees to pay the 2018 surcharge of 10%. In accordance with the contribution schedule of the rehabilitation plan adopted by the American Federation of Musicians and Employers Pension Fund (AFM-EPF) Board of Trustees on April 15, 2010 (the "2010 Rehabilitation Plan") and the parties' supplemental agreement dated July 16, 2010, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to 8.72% of all scale wages earned under this Agreement on behalf of each musician covered under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service agreement wages. In the event the 2010 Rehabilitation Plan is cancelled or modified by the AFM-EPF Board of Trustees during the term of this agreement, the parties agree that the employer's contribution may change, subject to the terms of a new supplemental agreement, provided that any such change

conforms to the terms of cancellation or modification of the 2010 Rehabilitation Plan as set forth by the AFM-EPF Board of Trustees and does not result in the employer's contribution falling below 8% of scale 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-EP shall be paid to the AFM-EP at the conclusion of the production. All information sent to the AFM-EP shall be copied to the Union. As a contributing employer to the AFM-EP, 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	90	710021001	LAGUNA PLAYHOUSE CBA

16. AFM PENSION: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* ("AFM-EPF") (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 herein by reference. Specifically, the Employer's contribution rate will be 10.9%, which shall be deemed to include all payments required by 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	2	91	953180001	LAGUNA PLAYHOUSE CBA

11. **AFM PENSION:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF")* (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 herein by reference. Specifically, the Employer's contribution rate will be 10.9%, which shall be deemed to include all payments required by 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	2	92	74150001	LAKE FOREST SYMPHONY CBA

8.9 Pension. The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to eleven and ninety-nine hundredths percent (11.99%) of the gross pay of each Musician. Such payments shall be forwarded weekly to the Local the week following the week for which the payment is made. The Employer shall send contemporaneously with that 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 the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by 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.

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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	2	93	73518001	LAKE GEORGE OPERA FESTIVAL INC CBA

C) NO additional provisions shall be used to any extent they are explicitly incorporated into the staged action.

7.10 Pension: On behalf of each musician covered under this agreement, OS shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 6.54%, inclusive of rehabilitation, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal services contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B 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, OS 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	94	76080001	LAMPLIGHTERS MUSIC THEATRE CBA

## 12. BENEFITS

12.1 PENSION: Employer agrees to pay an amount equal to eight percent (8%) 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 June 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

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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 8.32%.  
Effective on April 1, 2011, Employer's contribution rate will increase to 8.72%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in Section 12.1, paragraph 1 of this Agreement (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	95	953190001	LAS COLINAS SYMPHONY ORCHESTRA CBA

7.7 Pension Benefits. The Association shall contribute an amount equal to the percentages set forth in Exhibit I annexed hereto on behalf of each musician and librarian covered by this agreement to the American Federation of Musicians and Employers' Pension Fund created pursuant to trust indenture dated October 2, 1959.

#### EXHIBIT I

Minimum Compensation (per service)

Section	<u>1/1/04</u> \$65.00
Principal	\$75.00
Informances	\$56.25
<b>Pension Contribution</b> AFM-EP Fund (percent of scale)	<b>3.00% (effective September 1, 2004)</b>
Librarian	Principal pay. per service

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	96	958130002	LAS VEGAS PHILHARMONIC CBA REHAB 2

**G. Pension Contributions:** On behalf of each Musician under this Agreement, the LVP shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EP Fund), an amount equal to ten and nine-tenths (10.9) percent of all scale wages earned under this Agreement, i.e., excluding any additional compensation negotiated by individual Musicians in their PSAs. Each payment shall be accompanied by the appropriate personnel and/or AFM "B" Report Forms, setting

Page 9 of 41

forth for each Musician on behalf of whom pension contributions are being made, the Musician's name, social security number, date (or month) of Service(s) covered, and the amount contributed. A copy of this report shall be sent simultaneously to the Union. All contributions to the AFM-EP Fund shall be paid concurrently with the payroll. As a contributing employer to the AFM-EP Fund, the LVP shall 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.

The foregoing Employer contribution rate is the Employer's total cost for providing pension benefits during the term of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event that at any time during the term of this Agreement, the Employer is required to increase its contributions to the AFM-EP Fund over the 10.9% rate stated herein (or the aggregate effect requires additional contributions to the AFM-EP Fund), because of any surcharge required directly or indirectly by the Pension Protection Act of 2006 (the "PPA"), or any successor or similar legislation, or amendment of the PPA, or because the bargaining parties agree to increase the contribution rate to comply with any Rehabilitation or Funding Improvement Plan (or similar arrangement, funding guidelines or rules) adopted by the AFM-EP Trustees, then beginning with the effective date of the higher contributions, and continuing until the date the additional contribution rate ceases, the Employer shall be entitled to reduce the wage rate as set forth in this Agreement by the amount of the additional Employer contribution rate to the AFM-EP Fund. In no event shall the total wage/fringe benefit package be increased during the term of this Agreement as a result of the foregoing sentence. All other provisions of the Agreement shall remain in full force and effect during its term.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	2	97	713344002	LATSHAW PRODUCTIONS CBA REHAB 2

**ARTICLE 5: PENSION**

A. Latshaw Productions 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 60-471 at the rate (6%) of the wages set forth in Schedule A. Latshaw 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 payroll and wage records (at the expense of the AFM-EPF) to verify the accuracy of the contributions made.

B. Latshaw Productions 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 President/Secretary in such a manner as to be received as soon as possible after the engagement but not later than the fifteenth (15<sup>th</sup>) day of the calendar 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	2	98	958470002	LEWISVILLE LAKE SYMPHONY CBA REHAB 2

6.6 Pension Benefits. The Employer shall 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 and any updates thereto (the "rehabilitation plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate shall increase as follows:

Beginning August 1, 2018, the Employer will contribute 8.80% 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	2	99	712948002	LINCOLN CENTER THEATER CAMELOT AT VIVIAN BEAUMONT THEATER CBA REHAB 2

**PENSION**

- A. The Employer agrees to contribute an amount equivalent to 12.2898% of each employee's wages as set forth above (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund 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.
- 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 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 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.

- C. 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	2	100	715111002	LINCOLN CENTER THEATER IN THE GREEN AT THE CLAIRE TOW THEATER CBA REHAB 2

## VII. PENSION

A. 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 10.79% 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) to the American Federation of Musicians and Employers' Pension Fund. The Employer will contribute 10.79% 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.

B. 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 Local 802 AFM 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.

C. 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	3	1	79244001	LINCOLN CENTER THEATER MY FAIR LADY AT VIVIAN BEAUMONT THEATER CBA

- 2) The minimum pension contribution shall be 10.9% of all wages (this is inclusive of the pension rehabilitation rate). The employer shall pay to the Musicians Health Fund \$27.75 per service, capped at \$222.00 per week on behalf of each orchestra musician. Welfare contributions on behalf of a rehearsal or audition musician engaged on a daily basis shall be \$18.40 for the first two (2) hours of employment, and thereafter \$18.40 for additional employment beyond two (2) hours for a total of \$36.80 per day with a maximum contribution up to \$194.00 per week per musician. The Employer shall also make a contribution to the Sick Pay Fund each week equivalent to the active Broadway contract currently 1% of the total payroll of musicians.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	2	710802001	LIVE NATION WORLDWIDE INC NYCB THEATRE AT WESTBURY CBA

**B. Pension**

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 and made a part of this Agreement. Further, the Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fun, as it may be amended from time to time, which is incorporated by reference into this Agreement.
2. All contributions to the Fund shall be made by check payable to: AFM-EPF (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/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 Local 802 AFM for forwarding to the Fund within then (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on

9

behalf of any owner and or part owner of the Employer.

3. The Employer's contribution shall be the 14.17% of each musician's/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	3	3	714381002	LIVE NATION WORLDWIDE OAKDALE THEATRE CBA REHAB 2

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

- A. 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 the rate required by Rehabilitation Plan adopted by the Trustees of the AFM-EPF of fourteen and thirty-eight-hundredths percent (14.388%) of each employee's gross compensation. "The contribution rate of fourteen and thirty-eight-hundredths percent (14.388%) of gross wages in the Rehabilitation Plan adopted by the Board of Trustees on April 1, 2018 is a combination of the previous contribution rate of 13.08% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 1.3% in the form of a required enhancement by such Board of Trustees that is not applied towards benefit accruals."

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). 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 expenses) to verify the accuracy of the contributions made.

- B. The Employer will forward pension payments through AFM Local 400 no later than the fifteenth (15<sup>th</sup>) day of the month for the hours worked in the preceding month. The Employer shall issue a separate check made payable to AFM-EPF Fund for the total amount of pension for each engagement.
- C. The Employer may use a payroll service for the purposes of payroll and benefits administration, subject to the approval of AFM Local 400.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	4	72835001	LOCKIE PRODUCTIONS LLC CBA

M. **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 10.9%

O. **Timeliness of Payments:** Payroll checks—less tax deductions—shall be issued within 15 working days of the final service in each week. Wages not paid within this time period shall be subject to liquidated damages of 5% of the amount due plus an additional 5% for each additional 15-day period that the payments are late. Payment for contributions to the AFM-EPF and the Health & Welfare Fund shall be made by the 15th day of the month following each performance. Contributions to these funds not paid within this time period shall be subject to liquidated damages of 20% of the amount due plus an additional 20% for each additional month the payments are late.

Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	5	955330001	LONG BEACH CAMERATA SINGERS CBA

3.7 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, at a base rate of 5% of all wages, such rate to be adjusted, however, by the following:

The Employer (Camerata) 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 amount shall be 5.45%.

Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	6	958382002	LONG BEACH CAMERATA SINGERS CBA REHAB 2

3.7 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, at a base rate of 5% of all wages, such rate to be adjusted, however, by the following:

The Employer (Camerata) 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 amended by the plan update of June 2018, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution amount shall now be 6%.

Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	7	957344001	LONG BEACH OPERA CBA

3.19 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, in a sum equal to 10% of all wages earned under this Agreement, subject to the following:

- (a) The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution amount shall be 10.9%.
- (b) The rates set forth in this 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) 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.

Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	8	958374002	LONG BEACH OPERA CBA REHAB 2

3.19 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, in a sum equal to 10% of all wages earned under this Agreement, subject to the following:

(a) The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees on April 15, 2010, the June 2018 Plan update, and all contribution schedules, which are incorporated here by reference. Specifically, the Employer's contribution amount shall be 11.99%.

(b) The rates set forth in this 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) 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	3	9	711671002	LOS ANGELES BALLET CBA REHAB 2

G. **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 11% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan.

J. **Payment:** Payment of wages shall be made not later than 15 business days following each Performance. Payment of contributions to the AFM-EPPF and Health & Welfare Fund shall be made not later than the 15th day of the month following the month of the Performance. Should the Employer fail to make payment for any Performance and related Rehearsals within this time, the Local shall have the right to require the Employer to deposit with the Local a cash bond for subsequent Services during the term of this Agreement. Such bond shall be deposited at least 14 days prior to the first Rehearsal for each Performance and its related Rehearsals, and shall be in a sufficient amount to guarantee the payment of all wages and benefits for that Performance and all related Rehearsals.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	10	713074002	LOS ANGELES INCEPTION ORCHESTRA MUSIC USED IN MULTI PART SPECIAL EDUCATIONAL VR PROJECT 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 15.59% of 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	3	11	72560001	LOS ANGELES JAZZ SOCIETY CBA

**D. 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 7.63%.

**B. Dues & Benefits:** Payment of work dues and of contributions to the AFM-EPF shall be made not later than the 15th day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to

liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Local's Executive Board.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	12	713268002	LOS ANGELES JAZZ SOCIETY CBA REHAB 2

D. **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 shall contribute 8.39% of scale wages, which includes all required additional contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including an explanation of how pension contribution payments

2

affect future benefit amounts, visit <http://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf>.

B. **Dues & Benefits:** Payment of work dues and of contributions to the AFM-EPF shall be made not later than the 15th day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Local's Executive Board.

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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	3	13	73618001	LOS ANGELES JEWISH SYMPHONY CBA

**L. 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 shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 11% of that Musician's scale wages.

**B. Other Payments:** Payment of work dues and of contributions to the AFM-EPF and the Health and Welfare Fund shall be made not later than the 15<sup>th</sup> day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Local's Executive Board.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	14	958665002	LOS ANGELES JEWISH SYMPHONY CBA REHAB 2

**L. 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 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.

**B. Other Payments:** Payment of work dues and of contributions to the AFM-EPF and the Health and Welfare Fund shall be made not later than the 15<sup>th</sup> day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Local's Executive Board.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	15	79324001	LOS ANGELES OPERA COMPANY CBA

- (l) Pension Contributions: Wages from Supplemental Services shall be included in the calculation of Scale wages on which the Employer bases its pension contribution under Article VIII.K.

K. **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 shall make contributions to the Pension Fund on behalf of each Covered Musician it employs in the amount of 10% of that Covered Musician's Scale wages, plus any additional sums required under the Rehabilitation Plan adopted by the Fund's Board of Trustees 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	3	16	77386001	LOS ANGELES ORCHESTRA LEADERS ASSOC CBA

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 12.9%.

the payments are late.  
 B. **Dues & Benefits:** Payment of work dues and of contributions to the AFM-EPF and the *Professional Musicians, Local 47, and Employers' Health and Welfare Fund* shall be made not later than the 15th day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Board of Directors.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	17	78822001	LOS ANGELES PHILHARMONIC CBA

**Pensions**

- 22-A **AFM-EPF Contributions:** The Association 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, as well as by the terms and conditions set forth in any additional agreements into which the Association and the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") may enter. The Association shall make contributions to the AFM-EPF on behalf of each Musician it employs at the rate of 7% of Minimum Scale. Contributions shall be made by check payable to the AFM-EPF and sent to: P O Box 19155, Newark, NJ 07195-0155 (or such other address as the AFM-EPF may subsequently designate). All contributions based on wages paid during each calendar month shall be made no later than the 15th calendar day of the following month.
- 22-B **Internal Pension Benefits:** The Internal Pension Plan shall be funded by contributions from the Association. All matters relating to pension benefits to be paid from the Internal Pension Plan shall be governed by its Rules and Regulations, including the following provisions:

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	18	76838001	LOUISVILLE ORCHESTRA INC CBA

**Section 8.2 Pension**

- a. During each contract year, the Society shall contribute 5.5% of the total minimum weekly compensation pertaining to each year, on a monthly basis, to the American Federation of Musicians' and Employers' Pension Fund on behalf of each full-time Musician.
- b. PENSION CONCERT  
The Society shall schedule one (1) pension concert each contract year to generate revenue for the Musicians' pension. Each Musician (except those on leave) shall donate one (1) rehearsal and one (1) concert for the pension concert. Such services shall be consistent with the scheduling and working conditions of the Master Agreement except that the maximum number of services in a week including Pension services shall not exceed ten (10). The proceeds, less expenses, from this concert shall be used by the Society to help fund the payments required under Section 8.2.a.
- c. TAX DEFERRED ANNUITY  
The Society shall continue administration of the tax deferred annuity program to which a Musician is the sole contributor.
- d. Any changes to this section require the approval of the L.O.M.C. and the Society.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	19	959296002	LYRIC OPERA OF CHICAGO ASSISTANT CONDUCTORS BOOK SHOW AGRMT REHAB 2

#### 10. Pension

The Employer shall pay to the American Federation of Musicians and Employer's Pension Fund for the duration of this agreement and amount equal to sixteen percent (16%) of the gross weekly pay (including vacation pay) of each music staff member for the term of this agreement.<sup>2</sup> 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 Opera shall file contemporaneously with the aforesaid payment information relating to the Music Staff on whose behalf contributions are paid including the Music Staff member's name, social security number, wages and such other information with the Trustees of the Fund may reasonably require.

The Opera 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 Opera were an original party thereto.

The Opera 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.

<sup>2</sup> Seventeen and six tenths percent (17.6%) during the period of rehabilitation in accordance with the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

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	3	20	714539002	LYRIC OPERA OF CHICAGO ASSISTANT CONDUCTORS CBA REHAB 2

(C) Pension. Lyric Opera of Chicago, 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") as in effect as of the date of this agreement and including any amendments or changes thereto approved by Lyric Opera of Chicago, 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 ten percent (10%)<sup>1</sup>

<sup>1</sup> Eleven and ninety-nine one hundredths percent (11.99%) during the period of rehabilitation in accordance with the Rehabilitation Plans adopted by the Board of Trustees of the Fund on April 15, 2010. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

of the minimum weekly salary plus seniority, overtime, premium pay and vacation pay for each Assistant Conductor to the American Federation of Musicians and Employers' Pension Fund, in accordance with the terms and conditions described herein:

This Agreement covers every employee for whom the Collective Bargaining Agreement requires contributions. By making contributions on behalf of an individual, the employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the fund assumes no liability for that determination. The term "scale wages" shall not include royalties, advances of 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).

Each contribution shall be paid to the Fund no later than the 30th day of the following month, following the payment of wages 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 to the Local Union for forwarding to the Fund.

At such time as the Fund exits rehabilitation, the Opera contribution shall increase to eleven percent (11%).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	21	76720001	LYRIC STAGE COMPANY OF BOSTON INC CBA

**1.4 Pension**

The Employer agrees to contribute to the American Federation of Musicians Employers' Pension Fund ("AFM-EPF") an additional 4.00% 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 (15<sup>th</sup>) day of the month following the month in which the services were performed. AFM-EPF contribution will be 5.00% beginning August 1, 2017, 6.00% beginning August 1, 2019.

**1.5**

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	22	78134001	MAGIK MAGIK ORCHESTRA GREGORY PORTER AT DAVIES SYMPHONY HALL SAN FRANCISCO CBA

**PENSION**

Employer agrees to pay an amount equal to 10.9% 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.

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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	3	23	947361001	MANCHESTER METHODIST CHURCH CBA

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 November 1, 2011 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 10.36% for live services, and 10.9% 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.

**RECEIVED**

- 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	24	958142002	MARIN SYMPHONY ORCHESTRA CBA REHAB 2

**Article 26 PENSION**

The Association shall pay into the American Federation of Musicians and Employers' Pension Fund an amount equal to eight (8) percent of all wages covered by this Agreement. A check in the proper amount made payable to "AFM-EPF" shall be mailed to the Union with the payroll list each pay period.

Effective August 15, 2015 ("Effective Date"), Association 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 Association's contribution rate will increase as follows:

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	25	710944002	MARK DULAC CBA REHAB 2

These musicians are employees covered under the American Federation of Musicians and Employers' Pension Fund (AFM-EPF). Accordingly, the Employer agrees to contribute to the AFM-EPF an amount equal to eleven-point-ninety-nine percent (11.99%) (inclusive of both the 9% 2010 Rehabilitation fee and the 10% 2018 Rehabilitation fee) of those combined scale wages and extra fees on behalf of each musician employed, and to be bound by and accept the terms and conditions of the Trust Indenture of said Fund, 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 (collectively, the "Trust"). The Employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof.

The Employer agrees to remit contributions by check or money order, payable to the AFM-EPF, within thirty (30) days following every engagement where it employs musicians. Said check or money order, together with a completed remittance form, will be delivered to the Local Union, which will forward it immediately to the AFM-EPF. The Employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the AFM-EPF (including, without limitation, liquidated damages, attorneys' fees and court costs).

The Employer also agrees to provide all information which the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of its payroll and wage records (at the AFM-EPF's expense) to determine the accuracy of contributions made.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	26	79938001	MARYLAND LYRIC OPERA CBA

**ARTICLE V**

The Employer signing this 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: 10.9% (Inclusive of all amounts required by the Fund's Rehabilitation Plan).

All contributions to the Fund shall be made by check payable to: AFM-EPF (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 amount of pension. The check and remittance shall be transmitted to Local 161-710 for forwarding to the Fund within ten (10) days following the rendering of services for which contributions are payable.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	27	75559001	MASTERWORKS CHORALE OF BELLEVILLE CBA

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

Effective on the 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, Employer's contribution rate will be as follows:

Effective on the Effective Date, Employer's contribution rate will be 10.90% of wages for live performance and 10.90% for broadcast or recording services.

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	3	28	78192001	MAX AND LOUIE PRODUCTIONS FOR MICHAEL INGERSOLL AT WESTPORT PLAYHOUSE CBA

S. "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, Employer's contribution rate will be as follows:

Effective on the Effective Date, Employer's contribution rate will be 5.45% of wages for live services.

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	3	29	713339002	MAX AND LOUIE PRODUCTIONS FOR MICHAEL INGERSOLL AT WESTPORT PLAYHOUSE CBA REHAB 2

5. "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, Employer's contribution rate will be as follows:

**Effective on the Effective Date, Employer's contribution rate will be 6.00% of wages for live services.**

"The Employer will contribute [6.00%] of scale wages, 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."

**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	3	30	953659001	MCCLARY MUSIC FAIRMONT HOTEL SAN FRANCISCO CBA

**19. PENSION**

Contribution shall be made by the Employer to the Trustees of the American Federation of Musicians' and Employers' Pension Fund in a sum equal to eight percent (8%) of gross wages, including overtime, doubling and premium payments.

Checks shall be made payable to "AFM-EPF" and shall be accompanied by a payroll statement indicating the name, social security number, address, pension wages, and pension contributions for each Musician/Employee. Payments shall be made monthly and sent to the Union.

Effective 6/1/2014 ("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 8.72%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	31	78675001	MDP ENTERTAINMENT LLC GENERAL JACKSON SHOWBOAT PRODUCTION CBA

**VII PENSION**

- 7.1 In addition to the above scale(s), the Employer agrees to contribute a sum equal to ten and nine tenths percent (10.9%) of each musician's wages will be paid to the American Federation of Musicians and Employer's Pension Fund (AFM-EPPF) as required under the terms of the rehabilitation plan adopted by the Board of Trustees of the AFM-EPPF on April 15, 2010 (the Rehabilitation Plan).
- 7.2 The rates set forth in the AFM-EPPF 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-EPPF 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 event of a reduction in the rate of contributions.
- 7.3 All musician/employees are covered under the AFM-EPPF. Accordingly, Employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPPF (and all plans, rules, and policies thereunder), as amended or may be amended from time to time. 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-EPPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) 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	3	32	713445002	MDP ENTERTAINMENT LLC GENERAL JACKSON SHOWBOAT PRODUCTION CBA REHAB 2

#### VII PENSION

- 7.1 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, inclusive of all amounts required by the Fund's Rehabilitation Plan & Updates. 9.09% of the total contribution amount will not be considered when calculating future benefits.
- 7.2 All musician/employees are covered under the AFM-EPF. According Employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) 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. 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 (30) days of the end of the month in which the engagement occurred"
- 7.3 Accordingly, Employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) 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. 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 (30) 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	3	33	954731001	MEMPHIS DEVELOPMENT FOUNDATION CBA

### **ARTICLE V BENEFITS**

**5.1 Pension:** On behalf of each Musician covered by this Agreement, the Foundation shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to 6.54% of all gross performing wages earned under this Agreement. Performing wages shall only include wages for musical services described in Sections 2.1, 3.1, 4.1, 4.2, 4.3, 4.4, 4.6, and 4.7 of the Collective Bargaining Agreement. Each payment shall be sent to: AFM-EPF fund, P. O. Box 19155, Newark, NJ 07195-0155, 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, home address, 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. Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable. As a contributing employer to the AFM-EPF, the Foundation 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 Musician's and Employers' Pension Fund except that subsequent changes to the rate of pension may occur only by agreement between the Foundation and the Federation (Local 71, AFM).

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	34	958125002	MEMPHIS SYMPHONY ORCHESTRA INC CBA REHAB 2

**ARTICLE XVI  
BENEFITS**

**A. Pension:** On behalf of each Musician, the MSO shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 3.597% of gross 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, last four digits of the 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 Federation. Each contribution shall be paid to the Fund according to the AFM Fund payment guidelines. As a contributing employer to the AFM-EPF, the MSO 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 and the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which are

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	3	35	73954001	METROPOLITAN AND COMMUNITY ORCHESTRA CBA LCL 47

**L. 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 shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 11% of that Musician's scale wages.

**B. Other Payments:** Payment of work dues and of contributions to the AFM-EPF and the Health and Welfare Fund shall be made not later than the 15<sup>th</sup> day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Local's Executive Board.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	36	713164002	METROPOLITAN AND COMMUNITY ORCHESTRA CBA LCL 47 REHAB 2

**L. 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 shall contribute 12.1% of Scale Wages, which includes all required additional contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including

an explanation of how pension contribution payments affect future benefit amounts, visit <https://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf>

**B. Other Payments:** Payment of work dues and of contributions to the AFM-EPF and the Health and Welfare Fund shall be made not later than the 15<sup>th</sup> day of the month following the month of the engagement. Work dues and/or benefit contributions not paid within this time period shall be subject to liquidated damages of 15% of the amount due plus an additional 15% for each additional month the payments are late. An extension of these time limits for good cause may be approved of the Local's Executive Board.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	37	710799002	METROPOLITAN OPERA EXTRA MUSICIANS MUSICAL STAFF AND EXTRA LIBRARIANS CBA REHAB 2

C. Pension

Section 7 of the 2011-2014 Collective Bargaining Agreement shall be amended to provide for the following pension changes for employees who participate in the Metropolitan Opera Association Retirement Plan (the "Plan") and to employees who retired under the 2014-2018 Collective Bargaining Agreement, consistent with Section 7.a(iii) of the 2011-2014 Collective Bargaining Agreement.

Proposed Plan amendments shall be provided to the Union prior to being adopted by the Plan trustees.

1. The Plan shall be amended to update the definition of Annual Compensation provided in Section 1.6(i) of the Plan for Members who retire on or after August 1, 2018 to be the greater of Annual Compensation (including actual media earnings with the exception of TV Pay (which was the equivalent of revenue sharing under the pre-2006 Media Agreement)) received in either the (A) 12-month period commencing August 1, 2004 and ending July 31, 2005; or (B) 12-month period commencing August 1, 2005 and ending July 31, 2006; provided, however, that Members whose Annual Compensation as of July 31, 2018 is greater than their Annual Compensation would be under the Plan as so amended shall continue to have their benefits under the Plan determined using the greater Annual Compensation in effect prior to August 1, 2018 with respect to all of their Years of Credited Service before and after August 1, 2018.
2. The definition of Annual Compensation in the Plan shall be further amended for Employees (as such term is defined in the Plan) who retire on or after August 1, 2018 who did not earn at least one (1) "Year of Credited Service" (as such term is defined in the Plan), during the applicable two-year period described in Section 1, above, and who earn a Year of Credited Service subsequent to August 1, 2006 to be the greater of the (A) Annual Compensation received during such Member's first Plan Year following August 1, 2006 in which s/he earns a Year of Credited Service or (B) if such Member commenced employment by the Met on or after

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	37	710799002	METROPOLITAN OPERA EXTRA MUSICIANS MUSICAL STAFF AND EXTRA LIBRARIANS CBA REHAB 2

October 1 and was not employed in his/her first year of employment for the full Plan Year during which s/he first earned a Year of Credited Service, Annual Compensation received during such Member's next following full Plan Year, subject to the adjustment at the end of the first sentence of Section 1.6(iii) of the Plan, but using the Base Chorister's weekly wage in effect during the twelve (12) months ending July 31, 2006, and including a corresponding amendment to the second sentence in Section 1.6(iii) of the Plan to refer to the applicable AGMA CBAs. For purposes of clarification, Section 1.6(iii) of the Plan shall continue to apply as before to all other Employees who retire on or after August 1, 2018 who did not earn at least one (1) Year of Credited Service during the applicable two-year period described in Section 1, above, as amended to include both: (a) using the Base Chorister's weekly wage in effect during the twelve (12) months ending July 31, 2006, and (b) a corresponding amendment to the second sentence in Section 1.6(iii) of the Plan to refer to the applicable AGMA CBAs.

The definition of Annual Compensation in the Plan shall be further amended for Members who retire on or after August 1, 2018 and who, following the Plan Year(s) referred to in Section 1 above, have a "Qualifying Promotion" (as defined below) to be either: (a) if the Qualifying Promotion becomes effective at the beginning of a full Plan Year, the Annual Compensation received in that Plan Year; or (b) if the Qualifying Promotion becomes effective other than at the beginning of a Plan Year, the greater of the Annual Compensation the Member receives in the Plan Year of the actual promotion or the Annual Compensation the Member receives in the following Plan Year. All Annual Compensation as determined pursuant to the foregoing sentence shall continue to be subject to the adjustment at the end of the first sentence of Section 1.6(iii) of the Plan, but using the Base Chorister's weekly wage in effect during the twelve (12) months ending July 31, 2006, and including a corresponding amendment to the second sentence in Section 1.6(iii) of the Plan to refer to the applicable AGMA CBAs. A "Qualifying Promotion" shall mean a bona fide employment classification promotion from one of the following classifications (which shall be maintained as an Appendix to the Plan, subject to the agreement of the Met and the Union to

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	37	710799002	METROPOLITAN OPERA EXTRA MUSICIANS MUSICAL STAFF AND EXTRA LIBRARIANS CBA REHAB 2

amend the list from time to time) and where the Member has been employed in such promoted position for two (2) years with respect to promotions listed in (a) through (c), below, or obtained tenure with respect to the promotion described in (d), below. The eligible promotions include, without limitation: (a) a promotion from a weekly or per performance solo singer to chorister; (b) a promotion from a weekly or per performance solo singer to plan artist solo singer; (c) a promotion from assistant stage manager to stage manager, and; (d) a promotion of a regular musician following an audition to a titled chair (i.e., principal, associate principal, or assistant principal).

4. Annual Compensation, as defined in the Plan, that may be taken into account for purposes of calculating benefits or contributions shall continue to be limited to \$200,000 without adjustments that may apply under section 401(a)(17) of the Internal Revenue Code.
5. Notwithstanding anything herein to the contrary, no bargaining unit employee's accrued benefit under the Plan at any time on or after August 1, 2018 shall be less than the employee's accrued benefit under the Plan calculated as of July 31, 2018.
6. In accordance with the American Federation of Musicians and Employers' Pension Plan Rehabilitation Update of June 2018, for bargaining unit members who receive contributions into the A.F. of M Pension Fund pursuant to Section 7.c of the 2011-2014 Collective Bargaining Agreement, the Met's contribution will increase to 110% of current contribution rates. 9.09% of the total contribution amount will not be considered when calculating future pension benefit payments from the Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	38	79577001	MICHAEL INGERSOLL AT WESTPORT PLAYHOUSE THEATER SPECIAL AGRMT

5. "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, Employer's contribution rate will be as follows:

Effective on the Effective Date, Employer's contribution rate will be 5.45% of wages for live services.

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	3	39	72535001	MICHIGAN OPERA THEATRE CBA

G. **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) an additional amount equal to ten point nine percent (10.9 %) 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 (30<sup>th</sup>) 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. As a continuing employer the MOT continues to adopt the rehabilitation plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	40	714785002	MICHIGAN OPERA THEATRE CBA REHAB 2

- G. **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) an additional amount equal to ten point nine percent (11.99 %) 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 (30<sup>th</sup>) 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. As a continuing employer the MOT continues to adopt the rehabilitation plan. As a continuing employer MOT agree's to the 2018 AFM- EPF surcharge of ten (10%) percent.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	41	957912001	MILWAUKEE SYMPHONY ORCHESTRA CBA

**8.13. Pension.**

Management agrees to maintain the Defined Benefit Pension Plan that was frozen on and after September 1, 1996 for Orchestra members and to contribute to that Plan such amounts as may be necessary from time to time to meet the

funding requirements prescribed by law and applicable regulations. For services rendered through September 1, 1996, the benefit level shall be \$52 per month per year of service. For anyone who retired between June 16, 1996 and August 31, 1997 the benefit level shall be at \$60 per month per year of service.

For services rendered after September 1, 1996, management will make contributions to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") based on a percentage of base salary, overscale, title pay, and seniority pay. A portion of this payment (\$61,275.00) includes compensation for radio broadcasts. Pension contributions shall be 7.63%. In addition, a 10% contribution shall be made to the AFM-EPF on EMG payments at the time such EMG payments are made.

During the term of this agreement, Management will contribute to the AFM-EPF 5.45% for long term substitutes, extras, and other substitutes, based on base salary, overscale and title pay.

The rates set forth above will be discontinued immediately and will revert to the rates set forth below 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 are not acceptable to the Board of Trustees of the Fund in the event that the effective contribution rate in a collective bargaining agreement is reduced:

- 7% (from 7.63%) for regular orchestra musicians;
- 5% (from 5.45%) for long term substitutes, extras and other substitutes

In addition, the parties agree to establish and maintain a jointly administered Individual Account Pension Plan. During each contract year during the term of this Agreement, Management and members of the Milwaukee Symphony Orchestra shall cooperate in the presentation of a pension concert under circumstances to be mutually agreed upon and Management shall contribute to the Individual Account Pension Plan an amount equal to the proceeds realized from each such pension concert, less only the direct production costs and direct promotional costs. Any amount thus contributed to the Individual Account Plan shall be divided and allocated in the manner prescribed in the Plan document. Neither the pension concerts nor rehearsals in preparation for the pension concerts shall be considered services under this Agreement, and no Orchestra musician shall receive any additional compensation by reason thereof.

A small admission fee will be charged for open rehearsals which will be contributed to a fund to allow a form of early retirement relief.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	42	74621001	MINNESOTA ORCHESTRAL ASSOCIATION CBA

#### ARTICLE X - PENSION

**Section 10.1 Pension Plan.** The Employer agrees to amend The Minnesota Orchestral Association's Pension Plan in the manner set forth in Exhibit A attached hereto. The Employer further agrees to continue The Pension Advisory Committee as set forth in the document titled "Allocation to the Pension Advisory Committee of Responsibilities for the Operation and Administration of Minnesota Orchestral Association Pension Plan for Musicians." Copies of said documents shall be made available to Musicians upon request.

During the term of this Agreement, the Employer shall fund the Plan through periodic contributions pursuant to Section 9.7 of the Plan. During the term of this Agreement, the Employer shall not amend or terminate the Plan as it applies to any Musician without the written consent of the Union; provided, however, that the Employer may amend the Plan in any event, after notice to the Union, and following adequate opportunity to bargain with the Union if requested, as required to meet the qualification requirements of Section 401(a) of the Internal Revenue Code of 1954, as amended, or to meet the requirements of any other applicable law,

such as the Employee Retirement Income Security Act of 1974. The Employer shall promptly furnish to the Union a copy of any amendment to the Plan.

Starting on September 1, 1999 any Staff Musician who is not 70½ years of age as of that date, will not be able to receive their pension and continue to work. Pension payments for these Musicians will commence upon retirement.

Effective September 1, 1996, provide an integrated benefit under the MOA Pension Plan which insures a \$36,000 annual pension for 30 years of service. Beginning January 1, 1997, the Association will contribute 7% of scale for each Musician to the American Federation of Musicians and Employers' Pension Fund in accordance with the terms of the plan's Declaration of Trust which is incorporated herein. Such resulting pension benefits will be integrated with the MOA benefit according to the terms of the MOA Pension Plan as amended and restated September 1, 1997.

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

Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	43	713749002	MIRACLES PRODUCTIONS CHICAGO LLC MIRACLE THE MUSICAL CBA REHAB 2

SIXTEEN: PENSION - THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND an amount equal to ELEVEN AND 189/1000 percent (11.189%) of the Employer's gross weekly payroll for all employees covered by this Agreement which includes all Rehabilitation Plans. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. 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 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.

(Pension is calculated off of GROSS WAGES.)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	44	711174002	MJP MUSICAL LLC UNTITLED DEVELOPMENTAL LAB MJ PROJECT AGRMT

**(3) Pension**

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on June 2018, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 11.9% of each musician/employee's wages as defined in Article (1) of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension 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 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 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.

C. 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	3	45	78220001	MLEONHART INC CBA

**ARTICLE 4 – BENEFIT CONTRIBUTIONS**

**A. PENSION**

The Employer agrees to contribute an amount equivalent to 16.35% percent of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds 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 employee for whom a contribution is made, the musicians 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(s) 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, including all contribution schedules, 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	3	46	711662001	MODESTO SYMPHONY CBA

**F. 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. From September 2018 through August 2020 the Association shall pay an amount equal to 7.63% (comprised of 7% base contribution and 0.63% additional Rehabilitation Plan contribution) of all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. From September 2020 through August 2022 the Association shall pay an amount equal to 8.0% (comprised of 7.37% base contributions and 0.63% additional Rehabilitation Plan contributions). 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	3	47	958109002	MONTEREY COUNTY SYMPHONY ASSOCIATION CBA REHAB 2

8.7) PENSION FUND

The ASSOCIATION shall contribute the following percentages of the musicians' wages excluding over-scale to the AFM and Employers Pension Fund for the duration of the agreement: 8.39%

Effective September 1, 2018 ("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 8.39%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	48	75576001	MOSTLY MOZART FESTIVAL ORCHESTRA CBA

#### ARTICLE VII. PENSION PLAN CONTRIBUTIONS

A. The Employer agrees to contribute an amount equivalent to fourteen and one-half (14.5%) percent of each employer's wages as defined in Article(s) III-V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund, in 2007 and thereafter. Effective for the 2015 season, the contribution shall increase to 15%.

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 twelve (12) business 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 contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 15.8% on stated contribution of \$14.5% and 16.35% on stated contribution of 15%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	49	76561001	MOZART CLASSICAL ORCHESTRA CBA

10.2 PENSION: The Orchestra 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 amended, and adopts the AFM-EPF 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. The Orchestra agrees to make pension contributions by separate check, payable to AFM-EPF in the amount as specified in Article 9.4 Wages. This amount will be forwarded to the Union postmarked within 14 business days from the conclusion of each set

10.3 The Orchestra agrees to pay all compensation earned to each Member within 14 business days of the last Concert for which the Member is to be compensated. Members' compensation shall be itemized to provide the following information: number of Services and compensation for each; work dues deduction; pension contribution. If payment is made by mail and the postmark is not within 14 business days of the last Concert for which the Member is to be compensated, the Orchestra will pay a late fee of 10% and 5% for each additional 7 calendar day period of the compensation due each affected Member. This late fee will be payable to the Union who is then solely responsible and exclusively for distribution to the affected Members.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	50	7938001	MOZART FESTIVAL ASSOCIATION CBA

**Pension Fund** – 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. Association (Employer) agrees to pay an amount equal to the following percentages as specified herein 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 Association. 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 June 1, 2012, Association (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:

**Based on the CBA base rate of eight percent (8%) and effective on June 1, 2012, Association's contribution rate will increase to eight point seventy two percent (8.72%).**

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to eight percent (8%) 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	3	51	714235002	MOZART FESTIVAL ASSOCIATION CBA REHAB 2

**17. PENSION FUND CONTRIBUTION**

**Pension Contributions:** The Association (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 pension contributions to the AFM-EPF on behalf of each musician it employs in the amount of **9.59%** of that musician's Scale Wages (including wages, premiums, doubling, and overtime). 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. As a continuing employer, the Association continues to adopt the terms of the Rehabilitation Plan.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to eight percent (8%) 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	3	52	76893001	MUNICIPAL THEATRE ASSOCIATION OF SAINT LOUIS CBA

**Pension Contribution – Performances and Rehearsals**

<b>Effective</b>	<b>% of Gross Wage</b>
June 1, 2017-May 31, 2022	11%
As prescribed by the 2010 Rehabilitation Plan	.99%

**(b) 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 rate will be as follows:

Effective on April 1, 2011, and continuing for the term of the "2010 Rehabilitation Plan", the Employer agrees to contribute an amount equal to 11% plus 9% of 11% (as prescribed by the "2010 Rehabilitation Plan") for a total contribution of 11.99% of the gross minimum daily/weekly performance and rehearsal salary of each Musician to the American Federation of Musicians Pension Fund ("AFM-EP Fund") and the Employer shall execute the necessary administrative reports, in order for the Musicians to participate in the AFM-EP Fund.

The rates set forth in this Supplemental Agreement will be discontinued immediately and it will revert to the rates set forth as 11% above, (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	3	53	78362001	MUSIC THEATER WORKS CBA

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 Eleven and ninety-nine percent (11.99%) of the Employer's gross weekly payroll for all employees covered by this Agreement.

The rate set forth in this Agreement will be discontinued immediately and will revert to the Eleven percent (11%) rate when both of the following events have occurred: (i) rates higher than the Eleven (11%) rate are no longer required by the rehabilitation plan of the American Federation of Musicians and Employer's 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.

Such payment shall be forwarded within 15 days after the last performance of each production 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 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	3	54	712806002	MUSIC THEATRE GUILD CBA REHAB 2

**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 shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 11.99% of that Musician's Scale wages. As a continuing participant to the AFM/EP the Employer adopts the rehabilitation plan of the AFM/EP.

**Timeliness of Payments:** Payroll checks—less tax deductions—shall be issued within 15 working days of the final service in each week. Wages not paid within this time period shall be subject to liquidated damages of 5% of the amount due plus an additional 5% for each additional 15-day period that the payments are late. Payment for contributions to the AFM-EPF and the Health & Welfare Fund shall be made by the 15th day of the month following each performance. Contributions to these funds not paid within this time period shall be subject to liquidated damages of 20% of the amount due plus an additional 20% for each additional month the payments are late.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	55	76934001	MUSICA ANGELICA BAROQUE ORCHESTRA CBA

**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 7.63%.

**Time of Payments:** Payment, including payment of benefits, shall be made within 15 days of the last Performance of a set of Performance(s) and related Rehearsals. If any payments are not made within the time specified, the Employer shall pay liquidated damages of 5% of the total amount, plus an additional 5% for each additional 15 days or fraction thereof that the payments are late.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	56	78679001	MUSICA VIVA INC CBA

	9/12/07 to 9/11/08	9/12/08 to 9/11/09	9/12/09 to 9/11/10
<b>PENSION CONTRIBUTIONS:</b> To be paid on total gross scale wages (which include performances, overtime, rehearsals, mileage, doubling and all premiums)	14%	14%	15%
<b>HEALTH BENEFITS</b>			

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	57	939567001	MUSICAL ARTS ASSOCIATION SUBS AND EXTRAS AGRMT

Pension: The Pension Plan changes are summarized in Appendix A.

4.6.a The Association shall continue the irrevocable trust into which are placed all current and future funds accrued for or payable into the Past Service Fund, which trust shall be used for the payment of past service benefits for

services prior to November 1, 1956, and additional amounts under the Minimum Pension provisions, where applicable, to employees retiring or already retired under the Pension Plan, provided that the Trust Agreements may be amended by the parties to accommodate the other amendments to the Plan, if necessary, but such amendments shall not adversely affect the benefits of retired employees.

4.6.b It is understood and agreed that the Association, the Union and the Pension Committee shall be provided with copies of all studies, reports and documents concerning the status, funding and operating of the Pension Plan.

4.6.c The Association agrees to continue the supplementary tax-sheltered variable annuity program, as it is presently being administered by the Trustee, or as the Orchestra members may determine to alter its administration.

4.6.d The Pension Committee shall be empowered to review the functioning of the Pension Plan and make recommendations as to its further improvement, operation and administration but the Association shall have no obligation to further improve benefits 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	3	58	956429001	MUSICALFARE PRODUCTIONS CBA

MusicalFare will contribute the following percent of weekly scale wages for each musician to the American Federation of Musicians' Employees Pension Fund (AFMEPF).



- September 1, 2017 – August 31, 2018 -- 5.45 %
- September 1, 2018 – August 31, 2019 -- 5.45 %
- September 1, 2019 – August 31, 2020 -- 5.45 %

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	59	78570001	NASHVILLE JAZZ WORKSHOP CBA

## 5. PENSION

5.1 EMPLOYER agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) a sum equal to 10.9% of each musician's scale wages as required under the terms of the rehabilitation plan adopted by the Board of Trustees of the AFM-EPF on April 15, 2010 (the "2010 Rehabilitation Plan"). All musician/employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) 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.

Pension contributions shall be made by checks or money orders, payable to the AFM-EPF. Within thirty (30) days following every engagement where it employs musicians, the checks or money orders, together with a completed copy of the attached pension contribution form will be delivered to the Union, which will deliver them to the AFM-EPF. The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collections costs incurred by the AFM-EPF (including without limitation liquidated damages, attorney's fees, and court costs.)

The employer agrees to provide all information which the AFM-EPF may require and to permit the AFM-EPF to conduct at their own expense an audit of its payroll and wage records to determine the accuracy of contributions made. The Trust agreements are available at the Fund's offices upon written request from the employer.

The employer acknowledges that when he/she performs as a band leader, soloist, or cooperative group member, he/she cannot make contributions to the AFM-EPF on his/her own behalf unless he/she is incorporated and the corporation makes the contribution for his/her performance in its capacity as employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF must be submitted with this Agreement. This statement is accurate in all respects, has been executed by an authorized representative of the employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union and the AFM-EPF.

Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) 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	3	60	713049002	NASHVILLE JAZZ WORKSHOP CBA REHAB 2

## 5. PENSION

5.1 EMPLOYER agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) a sum equal to 11.99% of each musician's 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. All musician/employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) 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.

Pension contributions shall be made by checks or money orders, payable to the AFM-EPF. Within thirty (30) days following every engagement where it employs musicians, the checks or money orders, together with a completed copy of the attached pension contribution form will be delivered to the Union, which will deliver them to the AFM-EPF. The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by the AFM-EPF (including without limitation liquidated damages, attorney's fees, and court costs.)

The employer agrees to provide all information which the AFM-EPF may require and to permit the AFM-EPF to conduct at their own expense an audit of its payroll and wage records to determine the accuracy of contributions made. The Trust agreements are available at the Fund's offices upon written request from the employer.

The employer acknowledges that when he/she performs as a band leader, soloist, or cooperative group member, he/she cannot make contributions to the AFM-EPF on his/her own behalf unless he/she is incorporated and the corporation makes the contribution for his/her performance in its capacity as employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPF must be submitted with this Agreement. This statement is accurate in all respects, has been executed by an authorized representative of the employer, and shall remain in effect unless and until revoked in writing by the undersigned and such revocation has been received by the Union and the AFM-EPF.

Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) 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	3	61	947466001	NASHVILLE SYMPHONY ASSOCIATION CBA

**Pension Contributions** - On behalf of each 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 seven-and-sixty-three-one-hundredths percent (7.63%), which includes the additional 9% as required under the 2010 Rehabilitation Plan of compensation earned under this Agreement, excluding any additional compensation 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. 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. As a contributing employer to the AFM-EPF, the Association 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	3	62	957915001	NASHVILLE SYMPHONY ASSOCIATION CBA

**Pension Contributions:** On behalf of each 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 seven-and-sixty-three-one-hundredths percent (7.63%), which includes the additional 9% as required under the 2010 Rehabilitation Plan of compensation earned under this Agreement, excluding any additional compensation 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. 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. As a contributing employer to the AFM-EPF, the Association 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	3	63	845835001	NASHVILLE SYMPHONY ASSOCIATION LOCAL 257 RADIO BROADCAST AGRMT

The 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 engaged by the Employer, an amount equal to 10.9% of 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	3	64	845834001	NASHVILLE SYMPHONY ASSOCIATION LOCAL 257 TELEVISION BROADCAST AGRMT

The 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 engaged by the Employer, an amount equal to 10.9% of 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	3	65	845975002	NATIONAL CHORALE COUNCIL APRIL 13 2019 CONCERT ATLCL802 SINGLE ENG CLASSICAL WAGE SCALE REHAB 2

Person is 17.99% inclusive of the AFMEPF rehabilitation plan adopted by the Board of Trustees of the Fund as of June, 2018.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	66	75435001	NATIONAL PHILHARMONIC ORCHESTRA AND CHORALE OF MONTGOMERY COUNTY INC CBA

**J. Pension**

National Philharmonic 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 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. National Philharmonic agrees to pay 7.63% in pension contributions for each covered Musician during the three-year term of this Agreement.

Checks 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	3	67	75929001	NATIONAL THEATRE CBA

**ARTICLE XXVI - PENSION**

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 shall pay into the American Federation of Musicians' and Employers' Pension Fund, which has been established in accordance with applicable provisions of law, an amount equal to 13.08% of the Employer's gross weekly payroll for all employees covered by this Agreement. Checks for this purpose shall be drawn to the order of the "AFM-EP Fund" and transmitted to the Union.

**ARTICLE XXVII - EMPLOYMENT**

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	68	76613001	NEDERLANDER DETROIT FISHER THEATRE CBA

2. PENSION: In addition to all of the foregoing, the Employer shall pay or cause to be paid into a Musician's Pension Fund (American Federation of Musicians & Employers' Pension Fund) not less than 12.99% of the gross weekly payroll of all the musicians covered by 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	3	69	710202001	NEW JERSEY PERFORMING ARTS CENTER TOURING MUSICAL ENGAGEMENT AGRMT

**8. PENSION**

Effective July 1, 2007, for each week of employment of one or more musicians, the Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) a sum equal to twelve percent (12%) of each musician's gross wages. Checks made payable to the AFM-EPF shall be sent to AFM Local 16 along with the names of covered musicians by the fifteenth (15<sup>th</sup>) of the month following the month in which subject employment by the Employer occurs.

**9. WITHHOLDING**

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	70	78930001	NEW JERSEY SYMPHONY ORCHESTRA CBA

13.5 Pension and Supplemental Retirement Plans:

- A. The Symphony agrees to make a contribution to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each contracted Musician in the amount of ten percent (10%) of each contracted Musician's gross earnings.
- B. The Symphony agrees to make a contribution to the AFM-EPF for substitute and extra Musicians in the amount of nine and one-half percent (9½%) of each substitute or extra Musician's gross earnings.
- C. Pension contributions must be submitted on a monthly basis. The Symphony shall forward payments to the AFM-EPF, along with an AFM-EPF-approved remittance form, within fifteen (15) business days of the close of the month for which it is due. Copies of such remittance forms and checks shall be sent to the Chair of the Orchestra Committee and the Union. Individual Itemized Paycheck Information Sheets shall contain an itemization of amount paid to the pension fund on each Musician's behalf.
- D. The Symphony agrees to make pension contributions to the AFM-EPF on payments for media activity in accordance with the applicable national AFM media agreement. Pension payments on unused EMG distributions shall be made in accordance with Article 13.5(A) hereof.
- E. Contributions to employee Section 403(b) plans shall be made not later than fifteen (15) business days after the end of each month for which such contributions are due. If remittance occurs later than set forth herein, the Symphony shall include an additional payment of interest at the then-prevailing prime rate plus one percent (1%), computed from the end of the fifteen-(15)-business-day remittance period. Notification of remittance withheld for 403(b) plans shall be sent to the Orchestra Committee Chair within two (2) days after payments are mailed.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	71	845790001	NEW VICTOR HERBERT RENAISSANCE PROJECT LIVE INC CBA

#### ARTICLE 7 - PENSION

The employer agrees to contribute the following percentages of each employee's wages as defined in Article 6 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employer's Pension Fund.

Pension:

16.35%

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's 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

**E.** The Union must receive verification of any grant application made in the name of the Employer in connection with any recording made pursuant to this Agreement.

**F.** Representatives of the Union shall be entitled to be present at any replay occasioned by the Employer of any recording produced under this Agreement.

**G.** No recording may be used by the Employer in connection with any dispute involving the issue of the competence of any participating musician(s).

**H.** This Agreement shall apply to all recordings produced during the term hereof and, as to such recordings, shall remain in effect for as long as any such recordings remain in existence, notwithstanding the termination of this Agreement.

**I.** No other recording or broadcast shall be permitted in the absence of an agreement with the AFM.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	72	712999002	NEW VICTOR HERBERT RENAISSANCE PROJECT LIVE INC CBA REHAB 2

#### ARTICLE 7 - PENSION

The employer agrees to contribute the following percentages of each employee's wages as defined in Article 6 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employer's Pension Fund.

Pension:

17.99%

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's 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 twenty (20) 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 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%.

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	3	73	78676001	NEW WEST SYMPHONY CBA

7.10 Pension Contributions: The ASSOCIATION 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 ASSOCIATION shall make pension contributions to the AFM-EPF on behalf of each musician it employs in the amount of 10.9% of that musician's Scale wages (excluding Art. 7.7). Each payment shall be accompanied by a remittance report setting forth, for each musician on behalf of whom pension is being paid, the amount of pension contributed. All contributions to the Fund shall be paid no later than the 5th day of the month following the concert payroll. As a continuing employer the Association continues to adopt the terms of the rehabilitation plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	74	79839001	NEW YORK CITY BALLET INC CBA

**BENEFITS**

- A. 1. Pension
- | <u>2005-06</u> | <u>2006-07</u> | <u>Winter 2007-08</u> | <u>Spring 2008</u> |
|----------------|----------------|-----------------------|--------------------|
| 13.5%          | 13.5%          | 13.5%                 | 14%                |
2. Article X, Section F, "EXTRAS", to reflect these contribution requirements.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	75	710040001	NEW YORK CITY CENTER ENCORES GREAT AMERICAN MUSICALS IN CONCERT

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 the following percentage of each musician's/employee's wages: 12.48% effective June 1, 2010, and 13.08%, effective April 1, 2011. Checks to be made payable to the AFM & EP Fund shall be sent to Local 802 along with the names of covered musicians. All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians 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(s) within thirty (30) days following the end of the month in which the services were rendered 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 Employees 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	3	76	79518001	NEW YORK CITY LABOR CHORUS INC CBA

### 3. PENSION

This agreement is in compliance with the Pension Rehabilitation Plan.

The Employer agrees to contribute an amount equivalent to 10.9% of each employee's wages 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.

All contributions to the fund shall be made by check payable to the "American Federation of Musicians

and the 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 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	3	77	72813001	NEW YORK GILBERT AND SULLIVAN PLAYERS CBA

**L. AFM-EPF PENSION FUND:**

The Employer agrees to contribute an amount equivalent to eleven percent (11%) of each employee's wages as defined in Article IV or XV of this Agreement (which shall be considered to be scale wages) 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." 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 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.

The Employer confirms that it is a party to a Supplemental Agreement required by the American Federation of Musicians & Employers' Pension Fund as a result of the Pension Protection Act of 2006.

**M. OTHER WORK:**

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	78	713523002	NEW YORK SCANDIA SYMPHONY CBA REHAB 2

**ARTICLE 12 - PENSION**

The Employer agrees to contribute an amount equal to seventeen point nine nine percent (17.99%) of each employee's wages for engagements as defined in Article 8, Section II and Article 9 of this Agreement (which shall be considered scale wages) to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF").

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 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 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 become a party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959, as amended. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are 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	3	79	71029001	NORTH DRURY LANE MARRIOTT LINCOLNSHIRE CBA

**PENSION - THE EMPLOYER** shall pay to the **AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND** an amount equal to 13% (14.17% in accordance with the AFM-EP Fund Rehabilitation Plan) 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.

For any week that contains performances in excess of eight, the weekly pension contribution shall be the applicable percentage of the gross weekly payroll amount.

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	3	80	75457001	NORTH SHORE MUSIC THEATER CBA

**ARTICLE IX A. 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 eight percent (8%) (pension shall be favored with that paid by NSMT to Actor's Equity Association and/or to the Society of Stage Directors and Choreographers) in the years 2017- 2021 of all 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 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	3	81	77805001	NORTHLIGHT THEATRE CBA

**TENTH: PENSION.**

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (AFM & EP FUND) an amount equal to ELEVEN percent (11%), of the gross weekly pay of each Musician. 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, this amount shall be ELEVEN and ninety-nine hundredths percent (11.99%). 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	3	82	76029001	NORTHSIDE UNITED METHODIST CHURCH CBA

**G. Pension Contribution**

1. Effective upon the ratification of this Agreement, NORTHSIDE 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 the UNION. Accordingly, NORTHSIDE 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).
2. In addition, NORTHSIDE 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 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.
3. NORTHSIDE will forward pension payments, along with AFM-EPF approved remittance forms through the UNION at the same time as all other payroll. NORTHSIDE shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
4. NORTHSIDE shall make a pension contribution to AFM-EPF on behalf of each employed musician an amount equal to 10.9% of minimum scale wages. 10% is the base AFM-EPF rate and 0.9% is the supplemental rate as required by the 2010 AFM-EPF Rehabilitation Plan. No pension contributions will be made on any expense reimbursements (e.g. cartage, parking, etc.)