

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	83	710547002	NORTHSIDE UNITED METHODIST CHURCH CBA REHAB 2

**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 will contribute 11.99% 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. No pension contributions will be made on any expense reimbursements (e.g. cartage, parking, etc.)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	84	715145002	NORTHSIDE UNITED METHODIST CHURCH CBA REHAB 2

**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 will contribute 11.99% 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. No pension contributions will be made on any expense reimbursements (e.g. cartage, parking, etc.)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	85	76875001	NORTHWEST INDIANA SYMPHONY SOCIETY CBA

#### **I. Pension Contribution.**

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 shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND based on the gross wages, including doubles, of each Musician for the full term of this contract based on the following schedule: September 1, 2010 – 6.76%, starting April 1, 2011 – 7.085% .

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	86	710453002	NORTHWEST INDIANA SYMPHONY SOCIETY CBA REHAB 2

#### **I. Pension Contribution.**

The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and August 1, 2018, including all contribution schedules, which is incorporated here by reference.

The Employer will contribute 7.79% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. Of the total contribution amount, 9.09% will not be considered when calculating future benefit payments to the Fund.

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	87	714421002	NORTHWEST INDIANA SYMPHONY SOCIETY CBA REHAB 2

#### **I. Pension Contribution.**

The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and August 1, 2018, including all contribution schedules, which is incorporated here by reference.

The Employer will contribute 7.7936% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. Of the total contribution amount, 9.09% will not be considered when calculating future benefit payments to the Fund.

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	88	79455001	OAKLAND MUNICIPAL BAND CBA

**PENSION:**

Employer agrees to pay an amount equal following percentages of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer:

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 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 10.4%

Effective on April 1, 2011, Employer's contribution rate will increase to 10.9%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	89	73980001	OAKLAND SYMPHONY CBA

20.5 Pension. The Association agrees to make contributions at the following rates to the AFM/EPF on all basic compensation in Article 20.2, paragraphs (a) through (f) and Article 16.3(a) (ii):

2013-2014 season 8%

Effective July 1, 2013 ("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%.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in Section 20.5 herein (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	90	714969002	OFFICE AND PROFESSIONAL EMPLOYEES LCL 537 CBA REHAB 2

**Section 5.3. Pension:** The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each employee in the amount of eleven percent (11%) of that Employee's Scale Wages.

CLASSIFICATION	Current Employees (Hired Prior to January 1, 2010)
Level A	\$19.50
Level B	\$18.50
Level C	\$15.50

It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours in a twelve (12) month period and who have attained the age of twenty-one (21) years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

The Employer and the Union by executing this Agreement agree to be bound by all the provisions of the Agreement and Declaration of Trust, including any modifications or amendments thereto as adopted by the Trustees.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	91	710976001	OFFICE AND PROFESSIONAL EMPLOYEES LCL537

- C. **Pension:** The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each Employee in the amount of eleven percent (11%) of that Employee's Scale Wages.

CLASSIFICATION	Current Employees (Hired Prior to January 1, 2010)
Level A	\$19.50
Level B	\$18.50
Level C	\$15.50

It is further understood that the Employer shall make contributions for temporary employees who work one thousand (1,000) or more hours in a twelve (12) month period and who have attained the age of twenty-one (21) years, in accordance with Internal Revenue Code Section 410 and ERISA Section 202.

The Employer and the Union by executing this Agreement agree to be bound by all the provisions of the Agreement and Declaration of Trust, including any modifications or amendments thereto as adopted by the Trustees.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	92	72509001	OGUNQUIT PLAYHOUSE CBA

### 3.5 Pension

Ogunquit Playhouse Foundation shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an additional 9.00% of wages earned by each covered Musician performing covered musical services, and transmit such contribution 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	93	958411002	OGUNQUIT PLAYHOUSE CBA REHAB 2

### 3.5 Pension

Ogunquit Playhouse Foundation shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an amount equal to 9.90% of wages earned by each covered Musician performing covered musical services, and transmit such contribution 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. This amount is inclusive of any payments required by law in the Pension Protection Act of 2006 and the Fund's 2018 Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musicians.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	94	953652001	OKLAHOMA PHILHARMONIC SOCIETY INC CBA

The OPS shall make contributions to the AFM and Employers' Pension Fund on behalf of each Musician equal to 7% of each Musician's individual per service fees and any overtime and doubling premiums. As a continuing employer, the OPS adopts the rehabilitation plan of the AFM-EPF, and during the term of the rehabilitation plan, contributions shall be 7.63%. The OPS will remit to the AFM and Employers' Pension Fund the total contributions, along with an itemization, by name and amount, of those Musicians for whom contributions have been made, no later than three (3) business days following the conclusion of each pay period.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	95	959330002	OKLAHOMA PHILHARMONIC SOCIETY INC CBA REHAB 2

The OPS shall make contributions to the AFM and Employers' Pension Fund on behalf of each Musician equal to 7% of each Musician's individual per service fees and any overtime and doubling premiums. As a continuing employer, the OPS adopts the rehabilitation plan of the AFM-EPPF, and during the term of the rehabilitation plan, contributions shall be 7.63%. The OPS will remit to the AFM and Employers' Pension Fund the total contributions, along with an itemization, by name and amount, of those Musicians for whom contributions have been made, no later than three (3) business days following the conclusion of each pay period.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	96	710746001	OLD FIRST REFORMED CHURCH ORGANIST AGRMT

#### 6. Pension

The Employer agrees to pay an amount equivalent to eight and 72/100ths (8.72%) of each employee's annual wages as defined in Article 3 of this Agreement (which shall be considered the scale wages) and contribute such amount to the American Federation of Musicians & Employers' Pension Fund ("AFM-EPF"). All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made,

the musician's name, social security number date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The payment shall be made in monthly installments and the check and remittance information shall be transmitted to Local 802 for forwarding to the AFM-EPF within (30) days following the end of each monthly period. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The employer agrees to be bound by the Agreement and Declaration of Trust establishing the AFM-EPF, as it may be amended from time to time, which is incorporated by the reference into this Agreement as well as the Rehabilitation Plan (plan) promulgated by the AFM-EPF and any amendments made to the plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	97	71498001	OLNEY THEATRE CENTER CBA

## VII. PENSION

The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/ employee's wages as defined in Article V (wages) of the CBA: 4% effective August 1, 2016; 8% effective August 1, 2018.

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 161-710 AFM for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	98	953156001	OLYMPIA ENTERTAINMENT INC CBA

5. In addition to all of the foregoing, the Employer shall pay or cause to be paid into a Musicians Pension Fund (American Federation of Musicians & Employers Pension Fund) not less than 11.99% of the gross weekly payroll of all the musicians covered by this Agreement. On the first day of the third year of this agreement, September 01, 2017, and thereafter the pension percentage will increase to 12.99%.

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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	99	958324002	OLYMPIA ENTERTAINMENT INC CBA REHAB 2

5. In addition to all of the foregoing, the Employer shall pay or cause to be paid into a Musicians Pension Fund (American Federation of Musicians & Employers Pension Fund) not less than 14.29 of the gross weekly payroll of all the musicians covered by this Agreement. This includes the ten (10%) Surcharge of the AFM-EPF rehabilitation plan adopted August 1, 2018.

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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	3	100	958155002	SIGNATURE THEATRE CBA REHAB 2

#### **VI. PENSION**

The Employer adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated 1 April 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The Employer specifically agrees to pay the increases in pension contribution required under the 2010 Rehabilitation Plan and the June 2018 Update to the Rehabilitation Plan at the following rate for each musician covered by this Agreement. After 1 August 2018, this rate will be 13.19% of contract earnings.

In the event that the pension contribution required to be paid hereunder changes from the specific percentages set out herein, the Employer will pay such pension contribution at the revised percentage established hereunder; provide that, the minimum pension contribution to be paid by the Employer hereunder shall not be less than 11%

The rates set forth in this section will be discontinued immediately and will revert to 11% if 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.

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	4	1	76910001	OPERA HOUSE OPERATOR LLC CBA

Section 2. Pension.

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:

Effective September 1, 2014 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 5.45% 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.

- A. 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.
- B. 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.
- C. In the event the Employer contracts for the musical accompaniment services at the Peabody Opera House with a contractor, the Employer shall require that the contractor comply with the terms of this Agreement, including but not limited to the payment of wages, pension and other benefits in Article II, and the employment conditions in Article IV.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	2	715275001	OPERA PHILADELPHIA RECORDING AND USE OF MUSIC FOR PERFORMANCES OF DENIS AND KATYA OPERA REHAB 2

3. Pension Fund contribution – Employer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 12.81% of the wages earned by said musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	3	958112002	OPERA SAN JOSE CBA REHAB 2

### **12.8 Pension Fund**

The Employer signing this Agreement ("Agreement") having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference in 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 the amount equal to the following specified percentage (or percentages) of scale wages earning from the Employer, effective as of the date (or dates) set forth below and in accordance with the terms and conditions describes herein:

**12.81** Effective on September 1, 2013, the Employer's contribution rate will be 10.9%.

**12.82** Effective on August 1, 2018, the employer will contribute 11.99% (110% of total pre-Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	4	74531001	OPERA SANTA BARBARA CBA

**I. Pension Contributions:**

**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 April 1 2011, 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 seven percent (7%) and effective on April 1, 2011, Association's contribution rate will increase to seven point sixty three percent (7.63%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to seven percent (7%) 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	4	5	710686001	OPERA THEATER OF PITTSBURGH CBA

**SCHEDULE A  
PITTSBURGH OPERA THEATER INC WAGE SCHEDULE 2018**

**WAGES (BASE)**

Rehearsal  
(3 hours or less)        \$99.50  
Performances            \$110.00

**WAGES (OVERTIME)**

15 minutes or less, or each portion of 15 minutes thereafter  
Rehearsal                \$12.44  
Performances            \$13.75

**AFM-EP PENSION 6.54%**

**CARTAGE (PER LOAD IN)**

Percussion               \$20.00  
Timpani                  \$17.50 (per drum)  
Bass                       \$10.00  
Keyboard/Synthesizer   \$7.00  
Guitar                    \$7.00  
Harp                       \$30.00

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	6	74650001	OPERADELAWARE CBA

#### 7.6 Pension

The Opera shall pay 7.63% of the earned scale wages for each musician covered by this contract for their pension. These funds shall be forwarded to the Employers Pension Fund for placement in the pension funds of individual musicians at the American Federation of Musicians and.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	7	75283001	ORCHESTRA OF NEW ENGLAND INC CBA

- (k) 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 5%, inclusive of all amounts required by the Fund's Rehabilitation Plan, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under a personal service

contract. 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, the amount of wages on which pension is being paid and the amount of pension being contributed. All contributions to the AFM-EPF shall be paid no later than the 15<sup>th</sup> day of the month following the month in which services were rendered. The Employer shall issue a separate check made payable to "AFM-EPF" for the total amount of pension due each month. The Employer shall forward such payments through AFM Local 400. 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	4	8	958118002	OREGON BALLET THEATRE CBA REHAB 2

(g) OBT shall make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EP) on behalf of all musicians covered by this Agreement in an amount equal to the percentage referenced to in Article III of this Agreement. To give effect to such contributions, the OBT hereby accepts the terms of the Trust Indenture of the AFM-EP Fund dated October 2, 1959, and as it may be amended from time to time. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to Local 99 for forwarding to the Fund. The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf, provided that the Fund is furnished with a written acknowledgement by the Employer

that the payroll company or other third party authorized to act as the Employer's agent in making contributions to the Fund. The Employer expressly agrees, however, that the authorization of a payroll company or other third party to remit contributions on its behalf does not relieve the Employer of any obligation under this Agreement or the Plan Documents.

Effective June 1, 2010, or on the adoption date, if later, Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the schedule of contribution rates of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan") under all collective bargaining agreements and participation agreements with the Union under which the Employer is required to make contributions on or after April 1, 2010, not including any Form LS-1 Agreements ("Agreements"), which are hereby amended by this Supplemental Agreement. Specifically, the Employer's contribution rate under the Agreement will increase as follows:

- Effective on August 1, 2018 in accordance with the 2018 Updated Rehabilitation Plan, Employer's contribution rate will increase by 10% from 9.81% to 10.791%.

This rate will be discontinued immediately and will revert to the rate of (9%) when both of the following events have occurred: (i) the rate of 10.791% is no longer required by the Fund's 2010 Rehabilitation Plan and/or subsequent updates 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	4	9	710137001	OREGON MUSIC FESTIVAL CBA

Pension Contributions

In addition to the compensation provided in this Article, the Employers shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician's compensation. To give effect to such contributions, the Employer hereby accepts the terms of the Trust Indenture of the AFM-EP Fund dated October 2, 1959, and as it may be amended from time to time. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to Local 99 for forwarding to the Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	10	712775002	OREGON MUSIC FESTIVAL CBA REHAB 2

#### Pension Contributions

In addition to the compensation provided in this Article, the Employers shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 6% of each musician's compensation. To give effect to such contributions, the Employer hereby accepts the terms of the Trust Indenture of the AFM-EP Fund dated October 2, 1959, and as it may be amended from time to time. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to Local 99 for forwarding to the Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	11	7952001	OREGON SYMPHONY CBA

Agreement shall be thirty-eight (38).

(h) **Pension**  
 In addition to the foregoing, the Association shall contribute to the American Federation of Musicians' Employers' Pension Fund, or any other pension plan as mutually agreeable between the orchestra and the Association, an amount equal to five (5) percent of each musician's wages exclusive of any wages that exceed the compensation for the musician's position as required by this Agreement .

For the purpose of determining the amount that the Association is required to contribute to the Fund under this agreement, the term "scale wages" as used by the Fund shall include all wages earned by musicians as described in the following sections of this Agreement: (13)(a), (13)(b), (13)(c), (13)(d), (13)(e), (14), (15), (16), (18), (19), (20), (21)(a), (23)(e)1., and (23)(e)2.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	12	79724001	OREGON SYMPHONY CBA

**(h) Pension**

In addition to the foregoing, the Association shall contribute to the American Federation of Musicians' Employers' Pension Fund, or any other pension plan as mutually agreeable between the orchestra and the Association, an amount equal to five (5) percent of each musician's wages exclusive of any wages that exceed the compensation for the musician's position as required by this Agreement .

For the purpose of determining the amount that the

Association is required to contribute to the Fund under this agreement, the term "scale wages" as used by the Fund shall include all wages earned by musicians as described in the following sections of this Agreement: (13)(a), (13)(b), (13)(c), (13)(d), (13)(e), (14), (15), (16), (18), (19), (20), (21)(a), (23)(e)1., and (23)(e)2.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	13	76596001	ORPHEUS CHAMBER ORCHESTRA CBA

**a. PENSION**

Orpheus agrees to contribute an amount equivalent to the following percentages for the length of this agreement of each Musician's gross scale wages, including straight time wages and overtime wages, as defined in Article VII of this Agreement to the American Federation of Musicians and Employers' Pension Fund:

2015-2016	16%
2016-2017	16%

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 no later than the last day of the calendar month following the month in which the services were rendered. 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 a part of this Agreement. The current rehabilitation schedule requires pension contribution of 17.44%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	14	73963001	OWL MOUNTAIN MUSIC INC CBA

### 3. PENSION

The Employer agrees to contribute an amount equivalent to **16.4%** of each employee's wage as defined in Article 2 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. This is 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 by reference into this Agreement.

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 1000 AFM for forwarding to the Fund

within 30 days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	15	958113002	PACIFIC CHAMBER SYMPHONY CBA REHAB 2

**ARTICLE 6: PENSION**

Association agrees to pay an amount equal to the following percentage of all wages listed in "COMPENSATION" herein to the American Federation of Musicians and Associations Pension Fund (AFM-EPF) for each Musician engaged by Association:

Effective 10/1/2014: 8%

A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, addresses, Social Security numbers, scale wages and pension amounts for each musician.

Effective October 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%.

Effective on 9/1/15, the Employer's contribution rate will increase to 9%.

Effective on 9/1/18, The employer will contribute 9.9% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	16	71416001	PACIFIC GARDENS MISSION UNSHACKLED LCL 10 208 SPECIAL SYNDICATED BROADCAST

- A. The total compensation for the weekly broadcasts shall be \$240.00 plus 10.9% Pension(\$26.16) and \$10.00 H&W

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	17	75352001	PACIFIC SYMPHONY CBA

## **18.I. Benefits**

### **18.I.I. Pension**

On behalf of each musician employed by the Employer and covered under this Labor Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to eleven percent (11.99%) of all scale wages earned under this Labor Agreement. Each payment shall be accompanied by the appropriate personnel form 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 services(s) for which pension is being paid, and the amount contributed. All contributions shall be made payable to the AFM-EPF and shall be paid no later than ten (10) business days following the due date for payment of the wages on which the contribution is based. 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	4	18	958102002	PALACE THEATER CBA REHAB 2

#### AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND

Contributions on behalf of all musicians employed under this Agreement shall be based on 10% of the wages set forth in this Agreement. Contributions shall be made according to the rules set forth in Article 7.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	19	72649001	PALM BEACH OPERA INC CBA

Pension --- On behalf of each musician covered under this agreement (whether union members or not), the Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM---EPF) an additional amount equal to ten percent (10%) of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. This accounting shall be copied to the Union. 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 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. 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 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 10.9%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	20	73035001	PALM SPRINGS OPERA GUILD CBA

**H. 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%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	21	72839001	PAPER MILL PLAYHOUSE OF MILLBURN CBA

**J. Pension:**

Paper Mill shall remit to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF"), on a schedule mutually agreed upon between Paper Mill and the AFM-EPF, a sum equivalent to Eight and a half percent (8.5%) of each musician's gross earnings under this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	22	72331001	PARAMOUNT ARTS CENTRE AURORA CIVIC CENTER AUTHORITY BOOK SHOWS AT PARAMOUNT THEATRE CBA

**PENSION:**

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND, an amount equal to Eight percent (8%) from September 1, 2016 through August 31, 2018; Nine percent (9%) from September 1, 2018 through August 31, 2020 and Ten (10%) from September 1, 2020 through August 31, 2021. Pension payments will be based on all wages including basic scale (Rehearsals and Performances) for Musicians and Conductors, premiums including doubling and EMD and contractor fee for all employees covered by this Agreement. (Contributions shall be deemed to include the contribution increases required by the Rehabilitation Plan adopted by the Board on April 15, 2010.) Such payments 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	4	23	72762001	PASADENA MASTER CHORALE 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 10%, inclusive of the American Federation of Musicians and Employers' 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	4	24	77147001	PATRIOT BRASS ENSEMBLE CBA

Pension: The Employer shall contribute four and thirty six hundredths percent (4.36%) of gross scale wages (including overtime, rehearsals, preheats, doubling, mileage and all premiums with the exception of cartage and parking) to provide pension benefits to the employees for whom said contributions have been made. Checks payable to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) shall be submitted to Local 802, 322 W. 48th Street, New York, NY 10036.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	25	77047001	PEABODY RAGTIME ENSEMBLE CBA

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 ten-point-nine percent (10.9%) (inclusive of 0.90% "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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	26	710943002	PEABODY RAGTIME ENSEMBLE 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	27	957328001	PENNSYLVANIA BALLET ASSOC CBA

12. Pension and Welfare Provisions. Employer shall pay into the American Federation of Musicians Pension Fund a sum equivalent to 9.00% of all contracted musician's wages and earnings excluding cartage. Such contributions shall be in effect for the life of the contract. In addition, the Employer agrees to pay such additional contributions as are required under the Pension Plan's Rehabilitation or Funding Improvement Plan as determined by the Trustees. A check in the proper amount made payable to "A.F.M. Pension Fund" shall be mailed to the Union with a list of names of orchestra musicians contracted for the series. Payment of the pension contribution shall be paid within thirty (30) days from the date of the last performance of the series, provided that the Employer has received, from the Contractor, within fourteen (14) days of the last performance, the list of orchestra members who played in the series, together with the contractor's estimate of the total fees due to each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	28	714079002	PERLA ORG LLC CBA REHAB 2

#### **A. PENSION BENEFITS**

The Employer agrees to contribute an amount equivalent to seventeen point nine eight five percent (17.985%) of each employee's wages (including overtime, rehearsals, preheats, doubling, mileage and all premiums with the exception of cartage and parking) to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Fund(s) 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, musicians' names, social security numbers, date(s) of engagement for which benefits are paid, and scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund(s) no later than thirty (30) days after the engagement date 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. The employer adopts the American Federation of Musicians and

Employers' Pension Fund Rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2018, and all contribution schedules, which is incorporated here by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	29	72381001	PHILHARMONIA BAROQUE ORCHESTRA INC CBA

**G. Pension**

1. PBO agrees to pay 11% pension on rehearsal, concert, chamber and education service wages into the American Federation of Musicians and Employer's Pension Fund (AFM-EPF) for each Musician employed by PBO.
2. Notwithstanding 5.G.1. above, PBO shall contribute to the AFM-EPF in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, PBO's contribution rate will increase to 11.99%.
3. The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in paragraph 1 of Article 5.G. (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 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 contributions."

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	30	71992001	PHILHARMONIC SOCIETY OF NORTHEASTERN PENNSYLVANIA CBA

#### 20.12 - Pension

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension fund (hereinafter the "AFM-EPF"), on behalf of probationary and tenured musicians it employs 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 "Trust" collectively).

Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct and audit of the Northeastern Philharmonic's payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amounts:

~~2007—2008~~ – ~~2013-2014~~ - 5.995%  
~~2008-2009~~ - 2014-2015 - 5.995%  
~~2009-2010~~ – 2015-2016 - 5.995%

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 within ten (10) **business** days of the last service in each concert frame.

The pension check and required information will be sent to Local 140 for immediate transmittal to the AFM-EPF.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	31	79914001	PHILHARMONIC SOCIETY OF ORANGE COUNTY CBA

The Pension contribution on the LS-1 will be 11%. The Society or its designee(s) will remit pension contributions to the Union, payable to AFM-EPF, not later than ten (10) calendar days after payment per §F.2, above..

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	32	73742001	PHOENIX SYMPHONY ASSOCIATION CBA

## **ARTICLE IX - PENSION AND RETIREMENT PLAN**

(a) The Association agrees to participate as an employer in the AFM-EP Musician's Pension Fund. The Association agrees to make the contributions to the AFM-EP Musician's Pension Fund as specified in paragraph (b).

(b) The Association shall contribute on behalf of each full-time contracted Musician 4% of the minimum base scale. The contributions will be paid to AFM-EP Musician's Pension Fund in installments on a bi-weekly basis.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	33	715121002	PILGRIM MUSIC FOR ST LOUIS JESUITS AT POWELL HALL RELIGIOUS SERVICES SPECIAL AGRMT REHAB 2

Effective November 1, 2011 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 6.00% for live services, and 12.1% for recorded services, of the gross wages of each musician (excluding any cartage payments and/or expense reimbursements) to the AFM-EPF. The Employer shall execute the necessary administrative reports, including the Participation Agreement required by the AFM-EPF, in order for the musicians to participate in the AFM-EPF.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	34	958131002	PITTSBURGH BALLET THEATRE INC CBA REHAB 2

#### 6.9 Pension Plan.

The PBT shall contribute to the American Federation of Musicians-Employers Pension Fund an amount equal to six (6%) percent of all wages earned by a musician, in accordance with the requirements of that Pension Fund. Should the PBT administrative staff and dancers' pension contribution increase during the life of this agreement, the PBT shall immediately increase the pension contribution to the Musicians' Pension Fund to the same contribution rate.

The Rehabilitation Plan contribution schedule has been updated to require a 10% increase in the rate of contributions to the American Federation of Musicians and Employers' Pension Plan (the 'Fund'). This increase is in addition to the 9% additional contribution previously required by the original 2010 Rehabilitation Plan. This means for all successor collective bargaining agreements, the contribution rate for contributions made on scale wages must increase by 10%, to 110% of the current contribution rate.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	35	78421001	PITTSBURGH MUSICAL THEATER CBA

reement and incorporated by this reference.

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 60-471, at the rate set forth in Schedule A on all wages (including base wages, overtime pay, rehearsal pay, doubling premiums, orchestration pay, music arranging, music preparation, and copyist pay) 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 there under), as amended, or as may be amended from time to time.

A. the Employer will forward pension payments, along with AFM-EP approved remittance forms, through AFM Local 60-471 at the same time as all other payroll. The Employer shall issue a separate check made payable to AFM-EP Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to the Local no later than the fifteenth day of the month following the month in which the wages were earned.

AFM-EP Pension	6.54%	6.54%
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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	4	36	715280002	PITTSBURGH MUSICAL THEATER CBA REHAB 2

*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 60-471, at the rate set forth in Schedule A on all wages (including base wages, overtime pay, rehearsal pay, doubling premiums, orchestration pay, music arranging, music preparation, and copyist pay) 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 there under), as amended, or as may be amended from time to time.*

*A. the Employer will forward pension payments, along with AFM-EP approved remittance forms, through AFM Local 60-471 at the same time as all other payroll. The Employer shall issue a separate check made payable to AFM-EP Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to the Local no later than the fifteenth day of the month following the month in which the wages were earned.*

AFM-EP Pension	7.194%	7.194%	7.194%	7.194%	7.194%
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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	4	37	715290002	PITTSBURGH OPERA THEATER INC CBA REHAB 2

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, at the rate set forth in Schedule A on all wages (including base wages, overtime pay, rehearsal pay, doubling 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 thereunder), as

amended, or as may be amended from time to time.

The Employer will forward pension payments, along with AFM-EP approved remittance forms, through AFM Local 60-471 at the same time as all other payroll. The Employer shall issue a separate check made payable to AFM-EP Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to the Local no later than the fifteenth day of the month following the month in which the wages were earned.

The Concertmaster shall be paid an additional twenty-five percent (25%) of the base scale including overtime. Any musician substituting for the Concertmaster shall receive an additional twenty-five percent (25%) of the base scale including overtime.

**AFM-EP PENSION + EMERGENCY FUND ADDITION 7.194%**

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	38	954573001	PITTSBURGH PUBLIC THEATER CORPORATION CBA

**American Federation of Musicians and Employers Fund (AFM-EPF)**

A. Theater agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (hereinafter "AFM-EPF") on behalf of musicians it employs within the

jurisdiction of Union, at the percentage set forth in Schedule A on all wages (inclusive of base wage, overtime pay, and doubling premiums) earned under this Agreement. Accordingly, Theater agrees to be bound by, and hereby accepts, the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust," collectively). Thus, Theater 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 Union, to provide reasonable access to all information that AFM-EPF may require, and to permit AFM-EPF to conduct an audit of Employer's payroll and wage records (at AFM-EPF's expenses) to verify the accuracy of the contributions made.

- i. Theater will forward pension payments, along with AFM-EPF-approved remittance forms, through Union at the same time as all other payroll. Theater shall issue a separate check made payable to AFM-EP Fund for the total amount of pension for each engagement. Pension contributions shall be forwarded to Union no later than the fifteenth day of the month following the month in which the wages were earned.

<b>Pension</b>	<b>(on all wages exclusive of cartage)</b>	8.18%	8.18%	8.18%	8.18%
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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	4	39	956860001	PITTSBURGH SYMPHONY CBA

5.3 Extra Musicians employed by the PSI will be paid for each service an amount no less than one hundred (100) percent of twelve and one-half percent of the weekly Minimum Scale, plus a five percent (5%) pension payment payable to AFM-EP Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	40	958433002	PLAYHOUSE SQUARE FOUNDATION CBA REHAB 2

) PSF shall also pay an additional percentage of gross payroll as pension contribution directly to the AFM-EP Fund. Cartage and rental fees shall be treated as expense reimbursement and not as gross payroll or as a pension base.

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
8.5%	8.5%	8.5%	8.5%	8.5%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	41	79194001	PORTLAND GAY MENS CHORUS CBA

Pension Contributions

In addition to the compensation provided in this Article, the Employers shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician's compensation.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	42	958119002	PORTLAND OPERA ASSOCIATION CBA REHAB 2

With each payroll the Association shall make a pension contribution to the American Federation of Musicians' and Associations' Pension Fund (AFM-EP Fund) on behalf of each musician employed based on scale at the rate of 9 percent. To give effect to such contributions, the Association hereby accepts the terms of the Trust Indenture of the American Federation of Musicians' and Employers' Pension Fund dated October 2, 1959, and as it may be amended from time to time.

Effective September 1, 2012 ("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 Employer's contribution rate will be as follows:

- Effective on January 1, 2019, in accordance with the 2018 Updated Rehabilitation Plan, the Association's rate will increase by 10% from 9.81% to 10.791%.

This rate will be discontinued immediately and will revert to the first rate set forth above (9%) when both of the following events have occurred: (i) the rate of 10.791% is no longer required by the by the Fund's 2010 Rehabilitation Plan and/or subsequent updates 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	4	43	79316001	PORTLAND SUMMERFEST CBA

In addition to the compensation provided in this Article, the Employers shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician's compensation.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	44	79192001	PORTLAND SYMPHONIC CHOIR INC CBA

Pension Contributions

In addition to the compensation provided in this Article, the Employer shall contribute to the American Federation of Musicians Employers Pension Welfare Fund 5.45% of each musician's compensation.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	45	76428001	POST CLASSICAL ENSEMBLE CBA

The **PostClassical Ensemble** 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. The Employer specifically agrees that for all musicians employed under this agreement, there shall be contributions into the AFM-EPF in the amount of 10.9% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	46	79925001	PRO ARTE CHAMBER ORCHESTRA CBA

#### **VII. WORK DUES AND PENSION**

The Orchestra agrees to withhold and submit to the Union one and one-half percent (1.5%) of the musician's total scale wages (2.5% for Recording) by the fifteenth (15<sup>th</sup>) day of the month following the month in which services were performed.

The Orchestra agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the AFM Employer's Pension Fund (AFM-EPF). The Orchestra further agrees to contribute to the AFM-EPF an amount equal to 14.00% of all applicable wages earned by each Player performing musical services. This amount will be submitted to the Union by one separate check, made payable to AFM-EPF by the fifteenth day of the month following the month during which musical services were performed.

The appropriate forms for the submission of work dues and pension information will be supplied by the Union and must accompany the payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	47	72829001	PROVIDENCE PERFORMING ARTS CENTER CBA

**ARTICLE XII**  
**Pension**

The Employer shall contribute to the American Federation of Musicians and Employer's Pension Fund a sum equal to that noted below based on each employee's gross wages:

9/29/16 – 9/28/20 – 8.04%

Checks shall be made payable to the AFM & EP Fund and shall be sent to the Union along with the names of the covered employees no later than the 15<sup>th</sup> of the month following the end of each week's performance. The Employer shall not be held liable for the management or

safekeeping of these funds once disbursed to the Union. As a continuing employer, PPAC will continue to accept the rehabilitation plan of the AFM & EP Fund.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	48	77115001	PTG FLORIDA INC LOCAL 655 BROADWAY ACROSS AMERICA CBA

Effective September 1, 2012 ("Effective Date"), PTG 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 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, PTG's contribution rate during the term of this Agreement will be as follows:

- Effective on the Effective Date, PTG's contribution rate will be 10.9%. This contribution rate shall remain at a base of 10.00% plus an additional 0.9% required by the 2010 Rehabilitation Plan. The additional .9% shall apply only to the extent required under the 2010 Rehabilitation Plan and such Plan remains in effect.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	49	76865001	PTG FLORIDA LCL 389 CBA

A.F. of M. EMPLOYERS' PENSION FUND. PTG will make a contribution on behalf of each musician employed under this agreement to the AFM-EP Fund. The applicable percentage contribution is set forth in the WAGE SCALES portion of this agreement. PTG will forward pension payments through the C.F.M.A. or through a C.F.M.A. approved payroll service at the same time as all other weekly payroll. A separate check shall be made payable to the AFM-EP Fund for the total amount of the pension contribution.

AFM-EP Fund Contribution	11% of each musician's scale wages (excluding cartage)	11% of each musician's scale wages (excluding cartage)	11% of each musician's scale wages (excluding cartage)	11% of each musician's scale wages (excluding cartage)	11% of each musician's scale wages (excluding cartage)
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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	4	50	78989001	RAINWATER ENTERTAINMENT INC INTERNATIONAL TOURS 2018 2020 AGRMT

#### 4. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 12% of salary, shall be remitted to Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. This percentage is inclusive of any projected increase, including the April 1, 2011 increase, and will remain constant for the duration of this agreement. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	51	78990001	RAINWATER ENTERTAINMENT INC NATIONAL TOURS 2018 2020 AGRMT

#### 4. Pension

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 12% of salary, shall be remitted to the Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. The rate of 12% is inclusive of the pension rehabilitation rate of .9% required under the 2010 Rehabilitation Plan. 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	4	52	74276001	RAVINIA FESTIVAL ASSOCIATION CBA

H. PENSION. The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to Thirteen percent (13%) of the gross wages for all services [fourteen and seventeen one hundredths percent (14.17%) 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 billed to Ravinia by the Contractor who shall be responsible for its distribution to the Pension Fund.

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

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

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

this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

Note: In accordance with the AFM-EP Fund rehabilitation plan, the pension rate of 14.17% has been adopted on April 1, 2011. This rate will be discontinued immediately and will revert back to 13% for the remainder of the term of the contract when the AFM-EP Fund repeals their rehabilitation plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	53	77211001	READING SYMPHONY ORCHESTRA CBA

#### 19.12 – 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 135-211, 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 "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 135-211, 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 Reading Symphony's payroll and wage records to verify the accuracy of the contributions made.

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

as follows:

2017/2018 - 3%  
2018/2019 - 3%  
2019/2020 - 3%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	54	75954001	REGINA VIOLIN LLC CBA

#### **ARTICLE 4 – BENEFIT CONTRIBUTIONS**

##### **A. PENSION**

The Employer agrees to contribute an amount equivalent to 10.9% (ten point nine) percent of each employee's 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" (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 thirty (30) days following the end of the month in which the rendering of services for which such contributions are payable has occurred. 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	4	55	954770001	REPERTORY THEATRE OF SAINT LOUIS CBA

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

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 Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Employer, under this Agreement. Starting with the 2016-2017 – 2020-2021 season, the pension rate shall be based on 13.08% of the wages set forth in this Agreement. Pension contributions on wages earned under Article VI § 5, and the Side Letter Agreement Regarding Music Preparation shall be 10.9% of the wages set forth for the duration of this agreement. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

The rates set forth in the attached Supplemental Agreement dated May 26, 2010 will be discontinued immediately and will revert to the rates set forth of 12% (twelve percent) (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	4	56	76844001	RHODE ISLAND CIVIC CHORALE CBA

Pension

The CHORALE shall contribute to the American Federation of Musicians & Employer's Pension Fund a sum equal to that noted below based on each musician's gross wages:

~~11/1/17----- 10/31/19-----6.54%~~

Checks shall be made payable to the AFM & EP Fund and shall be sent to the Union along with the names of the covered musicians no later than the 15<sup>th</sup> of the month following the end of each week's performances. The Chorale shall not be held liable for the management or safekeeping of these funds once disbursed to the Union.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	57	72665001	RHODE ISLAND PHILHARMONIC AND MUSIC SCHOOL CBA

**Agreement between RIPO and Providence Federation of Musicians - page 14**

Effective on September 1, 2012, the Philharmonic shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) in accordance with the contribution schedule and 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 Philharmonic's contribution rate will increase as follows:

**On September 1, 2016 the Employer agrees to increase its contribution by 1% to 7.54%.**

Pension contributions are calculated excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or American Federation of Musicians B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	58	953687001	RICHMOND SYMPHONY CBA

**B. AFM-EPF:** Upon directive of RMA, the RSO shall, on behalf of each Contracted Musician covered under this Labor Agreement, contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to six percent (6%) based upon each musician's minimum annual compensation as set forth in Article XII.C. and XII.D. of this Master Agreement, excluding any additional amounts negotiated by individual musicians under Individual Contract 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 services(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid to the Fund within 14 days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered. 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	4	59	958471002	RICHMOND SYMPHONY CBA REHAB 2

**B. AFM-EPF:** Upon directive of RMA, the RSO shall, on behalf of each Contracted Musician covered under this Labor Agreement, contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to six percent (6%) based upon each musician's minimum annual compensation as set forth in Article XII.C. and XII.D. of this Master Agreement **plus any surcharges that may be levied but the trustees of the fund.**

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excluding any additional amounts negotiated by individual musicians under Individual Contract 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 services(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid to the Fund within 14 days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered. 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	4	60	79323001	RIDERS IN THE SKY CBA

#### 4. PENSION

Riders In the Sky LLC 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. 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 after the end of each month in which the musicians are employed, a list of engagements, 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	4	61	714075002	RIDERS IN THE SKY CBA REHAB 2

#### 4. PENSION

Riders In the Sky LLC 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 after the end of each month in which the musicians are employed, a list of engagements, 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	4	62	949014001	RIVER CITY BRASS BAND CBA

Cartage as well as parking shall be paid for any donated service.

#### 17.7 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 60-471, in the amounts set forth below based on the Tier Five rate defined in Article 17.1 per each service. Any amounts that an individual musician earns over the base scale, whether for solo work, overtime, retainer pay, etc., are not included as part of the pension calculation.

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended or as may be amended from time to time (the "Trust" collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musicians covered by this Agreement within the jurisdiction of Local 60-471, to provide reasonable access to all information that the AFM-EPF may require.

Contributions shall be 10.9% The timing of the actual payments to the pension fund will coincide with those of the work dues as per Article 4 above. The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	63	958320002	RIVER OAKS CHAMBER ORCHESTRA CHECKMATE LIMITED RELEASE DVD AGRMT REHAB 2

6. Pension Contribution:

11% of scale wages

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	64	958128002	RIVERSIDE SYMPHONIA INC CBA REHAB 2

#### 18.7 – 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 62, 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 (the "Trust" collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musician covered by this Agreement within the jurisdiction of Local62, 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 Riverside Symphonia's payroll and wage records to verify the accuracy of the contributions made.

Effective July 1 2018, the employer will contribute to the AFM-EPF in accordance with the increased percentages defined in the rehabilitation plan adopted by the Board of Trustees of the Fund on June 2018 ("the 2018 Rehabilitation Plan) in accordance with that plan, contributions shall be made in the following amounts:

3.5970% (3.27% in effect in previous CBA times 1.10)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	65	78231001	ROXY COSS LLC CBA

#### **A. PENSION**

The Employer agrees to contribute an amount equivalent to four percent (4%) 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 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	4	66	713605002	ROXY COSS LLC CBA REHAB 2

#### **ARTICLE 4 – BENEFIT CONTRIBUTIONS**

##### **A. PENSION**

The Employer agrees to contribute four point four percent (4.4%) 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 Employees' Pension Fund (Fund), as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2018, and all contribution schedules, which is incorporated here by reference.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	67	76793001	SACRAMENTO CHORAL SOCIETY AND ORCHESTRA CBA

PENSION

Employer agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund's Rehabilitation Plan and to pay for each year of the Agreement an amount equal to 8.72% (comprised of 8% base contributions and .72% additional Rehabilitation Plan contributions) of all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period, but not later than thirty (30) days after the Association receives the payroll report, with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement 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 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	4	68	958127002	SACRAMENTO REGION PERFORMING ARTS ALLIANCE CBA REHAB 2

**A. Pension:**

The SRPAA agrees to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musician and Employers' Pension Fund (as it may be amended from time to time) and adopts the Fund's Rehabilitation Plan which are incorporated by reference into this Agreement. Payment shall be made by the Alliance to the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) in the amount of 9.81% percent (9% base contributions plus .81% required additional rehabilitation plan contributions) of each Musician's wages, including doubling, premiums, overtime, and step-up pay. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth wage

amounts for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, current address, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. Both payment and report shall be sent to Local 12 for processing, per AFM-EPF rules, within twenty (20) days following each concert set. The rates set forth in this Agreement will be discontinued immediately and will revert to the base rates set forth in this agreement 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 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	4	69	710572002	SAINT JOHNS PRESBYTERIAN CHURCH BERKELEY CBA REHAB 2

**PENSION** Employer agrees to pay an amount equal to 11.99% of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	70	711545002	SAINT JOHNS PRESBYTERIAN CHURCH BERKELEY CBA REHAB 2

PENSION Employer agrees to pay an amount equal to 11.99% of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

PAYROLL RESPONSIBILITY EMPA 7.1.1

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	71	713780002	SAINT JOHNS PRESBYTERIAN CHURCH BERKELEY CBA REHAB 2

**PENSION** Employer agrees to pay an amount equal to 11.99% of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	72	715114002	SAINT JOSEPHS ACADEMY EDUCATIONAL SERVICES SPECIAL AGRMT REHAB 2

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

Effective on April 1, 2011, the Employer's contribution rate will be 6.00% for live services, and 11.99% for recorded services.

\*This rate is inclusive of the 10% increase in the rate of contribution required by the Fund's Rehabilitation Plan June 2018 Update.

9.09% of the contribution rate will not be considered when calculating future benefit payments.

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

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	4	73	78217001	SAINT LOUIS CARDINALS LLC CBA

#### ARTICLE VII

##### AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS PENSION FUND

Effective April 1, 2015 and continuing for the term of this agreement, the Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. Further, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15<sup>th</sup>, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute an amount equal to 8.72% of the gross wages of each Musician to the American Federation of Musicians and Employers Pension Fund ("AFM-EP Fund) for the period 4/1/18-3/31/21.

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 each pension contribution.

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.

If the Employer contracts out work covered by this Agreement, the Employer's obligation under this clause is to either pay the 8.72% pension contribution on the gross wages of the Musicians directly to the AFM-EPF, or to transmit or 8.72% pension contribution on the gross wages of the Musicians to the Contractor for transmittal of the funds to AFM-EPF for each of the Musicians. If the Employer elects the latter procedure for payment of the 8.72% pension contribution, the Employer is not the guarantor of payment, provided the Employer clearly identifies on the payment check to the Contractor which funds are to be transmitted to AFM-EPF and a copy of the invoice sent to the Union.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	74	953864001	SAINT LOUIS CATHEDRAL CONCERTS CBA

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

**Cathedral Concerts agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. Cathedral Concerts adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, under this Agreement, and further agrees to contribute to such Fund on behalf of the musicians engaged by Cathedral Concerts, an amount equal to 5.45% of wages earned for live performance and/or rehearsal, and 10.9% for all recordings and broadcasts beginning with April 30, 2016—May 1, 2020.**

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

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	75	76912001	SAINT LOUIS SYMPHONY CBA

AFMEP Fund.

The Symphony agrees to be bound by the terms and conditions of the Agreement & Declaration of Trust establishing the American Federation of Musicians and Employer's Pension Fund (the "AFMEP Fund" or "Fund"), as it may be amended from time to time, which is incorporated herein by reference. The Symphony shall continue making contributions to the AFMEP Fund on behalf of each tenure track/tenured musician. For the term of this Agreement the contribution shall be five percent (5%) of scale wages, plus any amount that is required by supplemental agreement between the parties, reflecting amendments to the AFMEP Fund Agreement and Declaration of Trust. The May 27, 2010 Supplemental Agreement between the Symphony and the Union (set forth in the appendix and incorporated herein) shall continue in effect during the term of this Agreement unless and until it is earlier terminated in accordance with its terms. Scale wage is defined as Main Season salary and Summer Week pay. Contributions are due no later than the month following the month in which the service for which contributions are due was performed.

Defined Contribution Pension Plan

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	76	956643001	SAINT LOUIS SYMPHONY PULITZER FOUNDATION SMALL CONDUCTED ENSEMBLE AGRMT

**Pension**

For all scale wages paid under this Agreement, the Symphony agrees to make pension contributions at the applicable percentage rates outlined in Articles XVII.B, XVII.C, XXIII.A.2 and XXIII.B.1 in the CBA.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	77	956644001	SAINT LOUIS SYMPHONY SMALL CONDUCTED ENSEMBLE AGRMT

**Pension**

For all scale wages paid under this Agreement, the Symphony agrees to make pension contributions at the applicable percentage rates outlined in Articles XVII.B, XVII.C, XXIII.A.2 and XXIII.B.1 in the CBA.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	78	77846001	SAN ANTONIO SYMPHONY CBA

- a. For up to four (4) broadcasts per program on local radio without additional compensation. Local radio is defined as broadcasts emanating and broadcasting from within AFM Local 23 jurisdiction. For any additional broadcasts of a program on local radio, staff musicians will be paid \$10 per broadcast, plus **applicable 12%** pension contribution.
- e. Any subs and extras who participate in a program that is broadcast on local radio shall be paid \$10 per program **plus 12% pension** regardless of the number of broadcasts.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	79	79579001	SAN ANTONIO SYMPHONY CBA

**Article 10. PENSION AND SUPPLEMENTAL RETIREMENT PLANS**

**10.01 American Federation of Musicians and Employers' Pension Fund (AFM-EPF)**

A. The Employer shall contribute the percentages set forth below for the periods indicated of all staff musicians' earnings of whatever nature covered by the Agreement to the American Federation of Musicians and Employees' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore or hereafter 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.

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

C. Effective on the Effective Date, the Employer's contribution rate will be 4.6325%

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	80	714419002	SAN ANTONIO SYMPHONY CBA REHAB 2

A. The Employer shall contribute the percentages set forth below for the periods indicated of all staff musicians' earnings of whatever nature covered by the Agreement to the American Federation of Musicians and Employees' Pension Fund (AFM-EPF), created pursuant to the Trust Indenture dated October 2, 1959, as heretofore or hereafter 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.

B. Effective on the effective date of this Agreement, September 1, 2019, the Employer's contribution rate will be 5.0958% in accordance with the Update to Rehabilitation Plan of June 2018 adopted by the Fund's Board of Trustees.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	81	947634001	SAN FRANCISCO CHAMBER ORCHESTRA CBA

#### 7. PENSION

Employer agrees to bind itself to the AFM-EPF Trust Agreement and to pay an amount equal to the following percentage(s) as specified herein for each year of this Agreement on all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer.

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

Effective on the Effective Date, the Employer's contribution rate will be 9.81%.

Effective on October 1, 2014, the Employer's contribution rate will increase to 10%.

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

A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, addresses, Social Security numbers, scale wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	82	78704001	SAN FRANCISCO OPERA CENTER CBA

#### A. PENSION

The EMPLOYER agrees to pay weekly into the American Federation of Musicians and Employers' Pension Fund an amount equal to 10% of the gross earnings of each Musician.

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 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 services were 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.

Per the terms of its supplemental pension agreement between Musicians Local 6 and SFOC, effective June 1, 2010, the following is incorporated into this Agreement as long as the supplement agreement remains in effect:

1. Effective June 1, 2010, the EMPLOYER will increase its contribution rate to the American Federation of Musicians and Employers' Pension Fund (the "Fund") as follows:
  - a) Effective June 1, 2010, the EMPLOYER'S contribution rate will increase from 10% to 10.4%.
  - b) Effective April 1, 2011, the EMPLOYER'S contribution rate will increase from 10% to 10.9%.
2. The EMPLOYER'S increased contribution rates set forth in Section 1 of this Supplemental Agreement shall apply only for the period required to satisfy the "Rehabilitation Plan" adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan") pursuant to the Pension Protection Act of 2006 ("PPA") and other applicable law.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	83	953642001	SAN JOSE CHAMBER ORCHESTRA CBA

#### Pension

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

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

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

Effective on 10/1/2016, the Employer's contribution rate will be 6%.

Effective on 10/1/2017, the Employer's contribution rate will be 7%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	84	958096002	SAN JOSE CHAMBER ORCHESTRA CBA REHAB 2

#### Pension

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

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

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

Effective on 10/1/2016, the Employer's contribution rate will be 6%.

Effective on 10/1/2017, the Employer's contribution rate will be 7%.

Effective on 10/1/2018, the employer will contribute 7.7% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	85	73684001	SANTA BARBARA SYMPHONY ORCHESTRA 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 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, 2010 ("Effective Date"), Association will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective on April 1, 2011, Association's contribution rate is sixteen point thirty-five percent (16.35%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to fifteen percent (15%) 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	4	86	78573001	SANTA CRUZ SYMPHONY ASSOCIATION CBA

4. Pension Fund.

Effective August 1, 2014 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

Effective August 1, 2014, Employer's contribution rate will be 4.36%.

Effective August 1, 2018, Employer's contribution rate will be 5%.

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	87	948249001	SANTA ROSA SYMPHONY CBA

**B. PENSION**

1. During the contract year, Management shall contribute a percentage of the Contracted Musicians' gross base salary, including step-up, overtime, doubling and extra services, to the American Federation of Musicians Employers' Pension Fund effective as of the date (or dates) set forth in this Agreement.
2. The Association adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the AFM Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Association's contribution shall be:

8.72% from July 1, 2014 – June 30, 2019.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	88	954079001	SAVANT PRODUCTIONS LCL 7 CBA

**VII AFM PENSION:** The Employer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the Producer, an amount equal to 15.26% of scale wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010.

Payment shall be made by separate check, payable to AFM-EPF, to be received by the Union within 14 business days of the final performance of an engagement performed under the terms of this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	89	711814002	SAVANT PRODUCTIONS LCL 7 CBA REHAB 2

AFM PENSION: The Employer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the Producer, an amount equal to 16.79% of scale wages earned by said musicians, 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.

Payment shall be made by separate check, payable to AFM-EPF, to be received by the Union within 14 business days of the final performance of an engagement performed under the terms of this Agreement.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	90	73964001	SBH MUSIC LLC CBA

### 3. PENSION

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

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

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

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	91	7401001	SCHOOL OF JAZZ THE NEW SCHOOL CBA

#### ARTICLE XXVI: PENSION

A. Effective September 1, 2015, the School shall contribute to The American Federation of Musicians and Employers' Pension Fund ("Pension Fund") at the minimal rate set by the Plan Administrator pursuant to the Rehabilitation Plan Schedule. That rate is currently 10.9% of each eligible P/T Faculty Member's gross School pay as defined in paragraphs B and C below.

B. Eligibility: Contributions to the Pension Fund shall not be made by the School on behalf of a P/T Faculty Member until he/she has taught, in each academic term of one (1) academic year, as a part-time classroom faculty teacher in the School and/or in connection with the School's private lessons. Once a P/T Faculty Member has established such eligibility, contributions to the Pension Fund shall be made by the School, on his/her behalf, on the basis of his/her future School earnings in accordance with the provisions of paragraph C below.

C. Gross Pay: For purposes of this Article, an eligible P/T Faculty Member's gross pay shall consist of his/her School earnings derived from part-time classroom teaching in the School and private lessons taught pursuant to the School. It also shall include a P/T Faculty Member's earnings from services as provided for, respectively, in Article XXIV ("Compensation"), Sections J through L, and from Committee Service as provided for in Article XII.

D. All contributions to the Pension Fund shall be made by check payable to "The American Federation of Musicians and Employers' Pension Fund" and shall be accompanied by a remittance form identifying, for each P/T Faculty Member for whom a contribution is made, the name, social security number, date(s) for which the contribution is based and wages on which pension is paid. The check and

remittance form shall be transmitted to Local 802 for transmittal to the Fund within thirty (30) days of the payment to the P/T Faculty Member for services rendered during the period covered by the payment.

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	92	955645001	SEA SYMPHONY CBA

Pension payment of 4.36% will be made for the period of the agreement  
(employer contribution)

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	93	78583001	SECOND CITY INC CBA

**PENSION** - The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND for the duration of this Agreement an amount equal to twelve percent (12%) [13.08% in accordance with the AFM-EP Fund Rehabilitation Plan] of the gross weekly pay of each Musician. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

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

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

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	94	71332001	SESAME WORKSHOP PRODUCTION OF SESAME STREET FOR HOME BOX OFFICE HBO AGRMT

## 5. Pension

Exhibit B shall be amended to reflect that the pension contribution rate shall increase from 10% to 11%. The 11% pension contribution rate shall be inclusive of contributions required under the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund as of December 18, 2014 ("Rehabilitation Plan"), and shall not be reduced if additional contributions are no longer required under the Rehabilitation Plan.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	95	711128001	SEVEN STRING LIMITED CBA

#### **ARTICLE 4 - PENSION CONTRIBUTIONS**

The Employer agrees to contribute an amount equivalent to sixteen point three five percent (16.35%) of each employee(s) wages to the American Federation of Musicians and Employers' Pension Fund. The employer also agrees to honor 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 part of this agreement. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" (AFM - EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom contributions are made, the musician's name, social security number, date(s) of engagement for which benefits are paid, and scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the AFM-EPF within thirty (30) days following the end of the month in which services have been 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	96	79331001	SHAKESPEARE THEATRE COMPANY CBA

The **EMPLOYER** agrees to abide by all terms and conditions of the Trust Agreement creating the American Federation of Musicians and **EMPLOYER'S** Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund.

The **EMPLOYER** specifically agrees to pay the increases in pension required under the 2010 Rehabilitation Plan, established for the term of this agreement at ten and nine-tenths percent (10.9%) of gross wages for each musician. Checks for this purpose shall be made payable to "AFM-EPF 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	4	97	79040001	SHORENSTEIN HAYS NEDERLANDER THEATRES CBA

Pension: The Employer agrees to pay weekly into the American Federation of Musicians and Employers' Pension Welfare Fund an amount equal fourteen percent (14%) of the gross total earnings each week (including vacation pay) of each musician. A check in the proper amount and made payable to AFM-EP Fund, accompanied by a complete payroll, shall be mailed to the Pension Office Headquarters and a copy of the check and payroll to Union.

- (a) Pension Rehabilitation Plan: Effective January 1, 2015 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be 15.26%.
- (b) The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the Collective Bargaining Agreement (14% -- the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not

acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	98	76069001	SHREVEPORT SYMPHONY ORCHESTRA CBA

**10.12 Pension** – On behalf of each musician who has executed an individual employment contract with the SSO (core or contracted per service) covered under this Agreement, the SSO shall contribute to the American Federation of Musicians and Employees' Pension Funds (AFMEPF) an additional amount equal to 5.45% of their wages earned under this Agreement. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth each contracted 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 made no later than 30 days after the service has been paid. As a contributing employer to the AFM-EPF, the SSO agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the AFM-EPF.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	4	99	949008001	SIGNATURE THEATRE CBA

## **VI. PENSION**

The Employer adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated 1 April 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The Employer specifically agrees to pay the increases in pension contribution required under the 2010 Rehabilitation Plan at the following rate for each musician covered by this Agreement. After 31 March 2011, this rate will be 11.99% of contract earnings.

In the event that the pension contribution required to be paid hereunder changes from the specific percentages set out herein, the Employer will pay such pension contribution at the revised percentage established hereunder; provide that, the minimum pension contribution to be paid by the Employer hereunder shall not be less than 11%.

The rates set forth in this section will be discontinued immediately and will revert to 11% if 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.

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	100	711052001	SINGLE ENGAGEMENT CLUB DATE CBA

#### **ARTICLE V - PENSION**

1. Employer shall contribute to the American Federation of Musicians & Employer's Pension Fund ("AFM-EPF"), for the benefit of its employees, a pension contribution in the amount of 11.1725% (the collective bargaining rate of 10.25% plus the 9% imposed as part of the rehabilitation plan) of gross scale wages (including overtime, mileage, doubling, rehearsals, preheats), and excluding cartage and parking. To the extent that the amount set by the rehabilitation plan is reduced, then the pension contribution rate shall be reduced commensurately.

2. Nothing contained in this Article V shall require Employer to make pension contributions to the AFM-EPF for employees covered hereunder in the event Employer 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 employees 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 Employer 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 this Article V, Employer 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 thirty (30) days after the end of the month in which the engagement for which such contributions are due occurred. Consistent with past practice, pension contributions shall be deemed remitted the day sent by the Employer.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	1	79378001	SISTERS TOUR LLC WHITE CHRISTMAS 2018 HOLIDAY TOUR AGRMT

**AFM-EP FUND:**

The Employer agrees to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of its musician employees for all salary paid. Pension contributions, in the amount of 12% of salary, shall be remitted to Fund on a calendar monthly basis no later than the 15th day of the month following the calendar month for which the contributions are due. This percentage is inclusive of any projected increase, including the April 1, 2011 increase, and will remain constant for the duration of this agreement. It shall be the duty of the employer to transmit the pension White Christmas 2018, page 3 of 5

contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

The Employer agrees to be bound by Trust Indenture dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund. The Union warrants that the Fund is being administered, and will continue to be administered in conformity with applicable law. This rate of 12% of minimum weekly salary is inclusive of the pension rehabilitation increase.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	2	958363002	SMG WORLDWIDE ENTERTAINMENT AND CONVENTION VENUE MANAGEMENT GREEK THEATRE 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 contribute 11.99% 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 <http://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf>.

**Dues and Benefits 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 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 Executive Board of the Local.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	3	76545001	SOUTH COAST SYMPHONY CBA

ARTICLE VIII: PENSION:

AFM PENSION: The Orchestra shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full, and to make pension contributions by separate check payable to "AFM-EPF." This contribution will be forwarded to the Union no later than 30 calendar days following the date of the musical service for which the contribution is made.

The Orchestra 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 as though set forth in full. Specifically, the Employer's contribution rate will be 11%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	4	72605001	SPOKANE SYMPHONY SOCIETY CBA

**PENSION FUND (AFM-EPF):**

On behalf of each musician covered under this Agreement, the Society shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to and 4% 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 Society 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. The Society shall simultaneously send a copy of the remittance to the Local.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	5	944396001	ST LOUIS COUNTY COMMUNITY CHORUS CBA

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:

Effective on the Effective Date and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 10.36% (9.5% plus 9% of 9.5% required additional contributions) 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.

- A. 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.
- B. 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	5	6	75797001	ST LOUIS METRO SINGERS 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 (the "Fund") rehabilitation plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Employer an amount equal to 5.45% of scale wages for the 2017-2020 seasons for live performances; and 10.9% for broadcast or recording services earned by said musicians. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	7	75729001	ST MICHAEL ST GEORGE EPISCOPAL CHURCH CBA

### **SECTION III**

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

St. Michael and St. George Episcopal Church 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 Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by St. Michael and St. George Episcopal Church, an amount equal to 5.45 % of scale wages for the 2017-2021 season for live performance; and 10.9% for broadcast or recording services earned by said musicians. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	8	711544002	ST STEPHENS CHURCH OF BELVEDERE CBA REHAB 2

**PENSION**

Employer agrees to pay an amount equal to **11.99%** of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to "AFM-EPF" and shall be mailed to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	9	76588001	STAMFORD SYMPHONY ORCHESTRA CBA

#### **ARTICLE 8. PENSION**

The Employer agrees to contribute an amount equal to 12 percent of each employee's wage, as defined in Article 7 of this Agreement, to the American Federation of Musicians and Employer's 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 AFM for forwarding to the fund no later than the final day of the month following the month in which the engagement occurred.

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	5	10	76664001	SUNDANCE MUSIC CBA

### 3. PENSION

The Employer agrees to contribute an amount equivalent to **16.35%** of each employee's wage as defined in Article 2 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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.

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

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	11	846024002	SURFS LIKE A GIRL LLC USE OF MUSIC CUES FROM MP OBLIVION TO MP BETHANY HAMILTON UNSTOPPABLE REHAB 2

## LETTER OF AGREEMENT

### "BETHANY HAMILTON - UNSTOPPABLE"

This will confirm the Agreement between the American Federation of Musicians ("AFM") and Surfs Like A Girl LLC ("Producer") for the use of motion picture score from *Oblivion* ("Source"), originally produced under the AFM Basic Theatrical Motion Picture Agreement ("BTMPA"), in the production *Bethany Hamilton - Unstoppable* ("Production"). All music sound track used in Production will be considered for all purposes original music created for this Production under the conditions specified below.

### 3. PENSION FUND

(a) Contributions shall be made to the Trustees of the American Federation of Musicians and Employers' Pension Welfare Fund, created pursuant to the trust indenture dated October 2, 1959 (herein referred to

as the "Employers' Pension Fund"), in a sum equal to ten percent (10%) of all wages earned under this Agreement, computed at scale, except that contributions shall be made in a sum equal to eleven percent (11%) of all wages earned under Paragraph 61 ("Low Budget Films"), Paragraph 62 ("Theatrical Motion Pictures Budgeted at \$15,000,000 or Less") and Paragraph 63 ("Theatrical Motion Pictures Budgeted at \$2,000,000 or Less"), computed at scale.\* Checks shall be made payable to the order of the "American Federation of Musicians and Employers' Pension Fund," and sent to P.O. Box 19155, Newark, NJ 07195-0155 (or to the local union to be forwarded to the Pension Fund, if the local union and Producer have so agreed). In lieu of making contributions to the Employers' Pension Fund as provided above, such contributions with respect to musicians hired hereunder in Canada based on wages earned under this Agreement for services performed in Canada shall be made to the Trustees of the American Federation of Musicians and Employers' Pension and Welfare Fund (Canada), created pursuant to Agreement and Declaration of Trust dated April 9, 1962, at 2255 Sheppard Avenue East, Suite A-110, North York, Ontario, Canada M2J 4Y1.

The Producer agrees to be legally 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.

(b) Said trust indenture provides for pensions for persons on the basis of whose services contributions are made to such Fund and provides for administration by an equal number of employer and employee representatives with provisions for the appointment of an impartial umpire, and provides further for a pension plan, which plan and trust have been qualified under the Federal Internal Revenue Code and which shall comply with all applicable laws.

(c) Producer will submit a weekly contribution report to either the appropriate Local(s) representing working musicians, or such other place designated by the Trustees, together with appropriate contribution checks made payable to the order of the American Federation of Musicians and Employers' Pension Fund, in accordance with the provisions of subparagraph (a) above. The trustees may agree with contributors upon periodic reports and payments other than on a weekly basis, if they so desire. Nothing herein shall be construed to limit the Producer's right to make necessary corrections or adjustments in subsequent contribution reports.

(d) The Employer shall submit such reports in such form as the Trustees may reasonably require and the Employer's records shall be subject to such reasonable audit by the Trustees as the Trustees may require.

During the course of bargaining, the Federation expressed concerns that the contribution report forms presently being utilized by signatory Producers may not contain all of the relevant information necessary to enable proper identification and/or effective auditing of Pension Fund contributions. After considering these concerns, the parties jointly recommend to the Trustees of the American Federation of Musicians' and Employers' Pension Fund that appropriate steps be taken to assure that contributing Employers provide the Pension Fund with sufficient information for the proper administration of the Fund.

(e) The Federation and said Trustees, or either of them, may enforce the provisions contained in this clause.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	12	710497001	SYMPHONY SILICON VALLEY CBA

**F. Pension:**

1. The Employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to 8% of scale wages earning from the Employer.

2. Effective September 1, 2014 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

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

4. The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth – 8% – (the "Non-Supplemental Agreement Rates") when both of the following events have occurred:

a. 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

b. 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	5	13	846015002	TELLO MUSIC INC PERFORMANCES OF SUNDAY AFTERNOON CONCERTS IN THE DOME PENSION AGRMT REHAB 2

It is agreed that the Scale for the Employer's performances of Sunday Afternoon Concerts in the Dome, conducted from June 11th, 2019 through December 31st 2019 shall be \$219.00 per 2 ½ hour performance; due to the chamber music structure, on a one-time non-precedent setting basis Leader premium shall be waived. Further, 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 12.1%. Health and Welfare contributions shall be set at 6% of scale wages. It is further expressly agreed between the Local and the Employer that the above wage and benefit scales shall be applicable only to the run of Sunday Afternoon Concerts in the Dome and shall automatically expire and be of no force and effect upon the conclusion on December 31st, 2019.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	14	75511001	THE CHATTANOOGA SYMPHONY AND OPERA ASSOCIATION CBA

On behalf of all Musicians under this Master Agreement, the Association shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) additional amounts specified in Appendix 2. Each payment shall be accompanied by the appropriate personnel and/or AFM Remittance Report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of Services for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent simultaneously to Local 80. All payments shall be paid no later than the last day of the month following the month in which the wages on which the pension liability is based were paid. As a contributing employer to the AFM-EPF, the Association agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the AFM-EPF. Wages shall include all wages contained on the Musicians' W-2 forms. However, wages shall not include travel payments.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	15	956345001	THE LONG BEACH CHORALE AND CHAMBER ORCHESTRA CBA

3.9 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 9% of all wages, such rate to be adjusted, however, by the following:

The Employer (Long Beach Chorale) 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 9.81%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	16	77376001	THEATRE AT THE CENTER MUSICAL SERVICES OF WILLIAM UNDERWOOD SEASON 2018 CBA

## 2. Pension:

The Employer will contribute to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND (the "Fund") in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein. The Employer shall pay to the FUND (**AFM & EP FUND**) an amount equal to ELEVEN and 99/100 percent (11.99%), of the gross weekly pay of each Musician. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf

contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

The Employer adopts and agrees to be bound by all 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	17	712011002	THEATRE AT THE CENTER MUSICAL SERVICES OF WILLIAM UNDERWOOD SEASON 2019 CBA REHAB 2

## 2. Pension:

The Employer shall contribute to the FUND (**AFM & EP FUND**) an amount equal to THIRTEEN and 189/1000 percent (13.189%) of the gross weekly pay of each Musician. The Fund will not consider 9.09% of the contribution payment when calculating future benefits

Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably 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.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	18	75045001	THEATRE DREAMS DOLBY THEATRE CBA

**AFM-EPF Contribution:** The Company shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Companys' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Company agrees to abide by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Company shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 16.35% of that Musician's Scale wages.

**Work Dues and Benefits:** Payment of work dues and of contributions to the AFM-EPF and to the Health & 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 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	5	19	958336002	THEATRE DREAMS DOLBY THEATRE CBA REHAB 2

**AFM-EPF Contribution:** The Company shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Companys' 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 17.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The fund will not consider 9.09% of these contribution payments when calculating future benefits.

**Work Dues and Benefits:** Payment of work dues and of contributions to the AFM-EPF and to the Health & 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 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	5	20	79454001	THEATRE WORKS CBA

**D Pension:** The EMPLOYER shall contribute the following to the AFM & Employers Pension Fund based on gross wages paid to each musician and contractor:

1. Effective June 1, 2010, 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 by reference into this Supplemental Agreement. Specifically, the Employer's contribution rate under the CBA will increase as follows:
  - a. Effective April 1, 2011, the Employer's contribution rate will increase from 9% to 9.81%.
  - b. Effective on June 1, 2012, the Employer's contribution rate will increase from 9% to 11%.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	21	711251002	THEME PARK PRODS HONG KONG SHIELD NEW MUSIC RECORDING WITH VISUAL ELEMENTS AGRMT REHAB 2

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	22	79912002	THEME PARK PRODS MICKEY AND MINNIES RUNAWAY RAILWAY MUSIC RECORDING WITH VISUAL ELEMENTS AGRMT REH2

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 2.81% of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	23	715460002	THEME PARK PRODS TDL BEAUTY AND THE BEAST NEW MUSIC RECORDING WITH VISUAL ELEMENTS AGRMT REHAB 2

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 12.81% of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated June 27, 2018.

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	24	71259001	THOUSAND OAKS PHILHARMONIC CBA

**Contributions:** The Philharmonic 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 Philharmonic shall make pension contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 4.36% of that Musician's scale wages,

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name
1	5	25	958397002	THOUSAND OAKS PHILHARMONIC CBA REHAB 2

**Contributions:** The Philharmonic shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers Pension Fund (the "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 4.8% of scale wages, which includes all required additional contributions, to 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 <http://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf>.