PENSION

The Employer agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund (AFM-EPF), on behalf of musicians it employs within the jurisdiction of AFM Local 10-208 and Local 37, in the amounts set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums and any additional premiums), earned under this Agreement.

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies hereunder), as amended or as may be amended from time to time (the AFM-EPF Trust collectively).

Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musician covered by this Agreement within the jurisdiction of Local 10-208 and 37, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Illinois Philharmonic’s payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amount: 6% (6.54% in accordance with the AFM-EP Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010).
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4. **PENSION**

The Employer agrees to contribute an amount equivalent to eight point seven two percent (8.72%) of each employee’s wages as defined in Article(s) 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers’ Pension Fund.

All contributions to the Fund shall be made by check payable to the “American Federation of Musicians and Employers’ Pension Fund.” All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician’s name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within 30 days of the last day of the month during which services were rendered, and for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer also agrees to adopt the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer’s contribution shall increase to eight point seven two (8.72%) as of April 1, 2011.
ARTICLE V - PENSION

1. Neshoma shall contribute to the American Federation of Musicians & Employers Pension Fund ("AFM-EPF"), for the benefit of its musicians, a pension contribution in the amount of 11.1 percent (11.1%) of gross scale wages on a maximum of four (4) hours. Said contribution shall be deducted from the actual gig rate negotiated with the employee, as described in the attached Rider.

2. Nothing contained in this Article V shall require Orchestra to make pension contributions to the AFM-EPF for musicians covered hereunder in the event Orchestra is compelled to make similar pension contributions (in an amount that is equal to or greater than the amount required by this Agreement) for the benefit of the same musicians for the same engagement(s) to a fund or plan maintained or operated by another local of the AFM as a conduit through which pension contributions are made to the AFM-EPF. In the event that the contributions, if any, that Orchestra is thus compelled to make to or through a plan maintained and operated by another local of the AFM are less than the pension contributions required to be made pursuant to the Article V, Orchestra shall contribute the difference to the AFM-EPF.

3. All pension contributions required to be remitted by this Article V shall be made no later than sixty (60) days after the engagement for which such contributions are due.

4. Neshoma agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement, but only to the extent that same places liability for any obligations to the Pension Fund only with Orchestra and excludes from any and all liability to the Pension Fund, personal or otherwise, by all officers of the Orchestra, employees of the Orchestra and/or shareholders of the Orchestra.
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Fund Standard PA
16.8 – Pension. The Employer shall make pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) on behalf of each tenured regular member in an amount equal to 5.45% of scale wages. Each contribution shall be paid to the Fund not later than August 31 for the season ending on that date and shall be accompanied by a remittance form specifying, for each musician for whom pension is payable, the musician’s name and social security number, the earnings on which pension is paid, and the amount of pension paid. The Employer shall abide by the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund, which is hereby incorporated by reference into this agreement, and as a continuing employer the Employer continues to adopt the Rehabilitation Plan of the American Federation of Musicians and Employers’ Pension Fund.
XIII. AFM-EMPLOYERS PENSION FUND

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this agreement in an amount equal to 5.45% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Article V herein.

*5.45% of negotiated wages as stated above includes (5% pension rate plus the required 9% of the agreed pension rate to satisfy contributions for the AFM – EPF Rehabilitation Plan Agreement of 2010. Should the Rehab Plan percentage change during the term of this agreement, the contribution rate will then be reflected accordingly.)
VII. PENSION FUND

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) on behalf of each employee covered by this agreement in an amount equal to 6.54% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Article IV herein. Payment must be made within 30 (thirty days) following the performance.

(6.54% of negotiated wages as stated above includes 6% plus the required 9% additional contributions from the AFM – EPF Rehabilitation Plan Agreement. Should the Rehab Plan percentage change during the term of this agreement, the contribution rate will then be reflected accordingly.)
8.9 **Pension.** The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to eleven and ninety-nine hundredths percent (11.99%) of the gross pay of each Musician. Such payments shall be forwarded weekly to the Local the week following the week for which the payment is made. The Employer shall send contemporaneously with that payment information relating to the Musicians on whose behalf contributions are paid, including the Musician’s name, social security number, wages and such other information the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement. The Fund shall provide pension benefits according to the American Federation of Musicians’ and Employers’ Pension Fund Plan, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.
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7.10 Pension: On behalf of each musician covered under this agreement, OS shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 6.54%, inclusive of rehabilitation, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal services contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month in which services have been performed. As a contributing employer to the AFM-EPF, OS agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.
7.7 Pension Benefits. The Association shall contribute an amount equal to the percentages set forth in Exhibit I annexed hereto on behalf of each musician and librarian covered by this agreement to the American Federation of Musicians and Employers’ Pension Fund created pursuant to trust indenture dated October 2, 1959.

Pension Contribution 3.00% (effective September 1, 2004)
AFM-EP Fund (percent of scale)
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J. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 8% of that Musician's scale wages.
TWELFTH: "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 sixteen percent (16%) of the gross weekly pay (including vacation pay) of each Musician for the term of the Agreement. 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.
Section 7.3. Pension.

(a) The Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund ten percent (10%) of the minimum weekly salary, minimum overscale, seniority pay, overtime, premium pay, full service pay for section players except for third horn in lieu of an opera off, doubling pay, stage band contractor and contracting fees, and vacation pay, on behalf of each musician, including but not limited to Regular Musicians, Stage Band Musicians, Stage Band Contractors, Extra Musicians, and Substitute Musicians. At such time as the Pension Fund exits rehabilitation, the Opera contribution shall increase to eleven percent (11%).

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

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

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

(e) The Opera agrees to consider future amendments to the Agreement and Declaration of Trust: Establishing the American Federation of Musicians and Employers’ Pension Fund.

(f) As long as Lyric maintains a deferred 403(b) arrangement for any of its other employees, Lyric will permit Musicians to participate in a Roth 403(b) arrangement if it does not involve any direct cost; Lyric does not make any contributions, and the investment vehicles available through this arrangement for musicians are no different than those provided to other employees.

(g) Lyric will provide to the Orchestra Personnel Manager each month a copy of its current AFM-EP Fund pension contribution remittance form. Any Member may request his or her pension contribution remittance information from the Personnel Manager.
4. **Pension**
   Modify Article 7 so as to increase pension contribution to 10%.

7. **PENSION**
   A. This is in compliance with the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan.

B. Effective August 16, 2016, the Employer agrees to contribute 10% (inclusive of the surcharge) of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

C. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers’ Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

Contribution shall be made by the Employer to the Trustees of the American Federation of Musicians' and Employers' Pension Fund in a sum equal to eight percent (8%) of gross wages, including overtime, doubling and premium payments. Checks shall be made payable to "AFM-EPF" and shall be accompanied by a payroli statement indicating the name, social security number, address, pension wages, and pension contributions for each Musician/Employee. Payments shall be made monthly and sent to the Union.

Effective 6/1/2014 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's contribution rate will be 8.72%.
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Fund Standard PA
ARTICLE 4 - BENEFIT CONTRIBUTIONS

A PENSION

The Employer agrees to contribute an amount equivalent to 16.35% percent of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within sixty (60) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein by reference.
2. The ASSOCIATION will contribute 4% of the musician’s wages excluding any over-scale to the AFM and Employers Pension Fund.

Effective June 1, 2010, 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 by reference into this Supplemental Agreement. Specifically, the ASSOCIATION’S contribution rate under the CBA will increase as follows:

Effective on April 1, 2011, ASSOCIATION’S contribution rate will increase from 4% to 4.36%.

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.
L. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 7.63%.
4.6 **Pension:** The Pension Plan changes are summarized in Appendix A.

4.6.a The Association shall continue the irrevocable trust into which are placed all current and future funds accrued for or payable into the Past Service Fund, which trust shall be used for the payment of past service benefits for services prior to November 1, 1956, and additional amounts under the Minimum Pension provisions, where applicable, to employees retiring or already retired under the Pension Plan, provided that the Trust Agreements may be amended by the parties to accommodate the other amendments to the Plan, if necessary, but such amendments shall not adversely affect the benefits of retired employees.

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

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

4.6.d The Pension Committee shall be empowered to review the functioning of the Pension Plan and make recommendations as to its further improvement, operation and administration but the Association shall have no obligation to further improve benefits during the term of this Agreement.

4. Effective August 1, 2009, except for Musicians electing the $3,000.00 additional benefit noted in Section 3, above, the Association began contributing 7-1/2% of minimum weekly salary on behalf of each Musician to the American Federation of Musicians and Employers’ Pension Fund ("AFM-EPF"). However, effective March 30, 2010, the parties entered into an “Agreement Concerning Retirement Benefits,” which was superseded by the “Retirement Plan Addendum” which is attached hereto as Appendix A-1 and made a part of this Appendix.
1. As provided in the Interim Agreement, the Association has, effective on March 30, 2010, withdrawn from and ceased participation in the American Federation of Musicians and Employers’ Pension Fund (hereinafter referred to as “the AFM-EPF”) with respect to all contributions that were provided under the Trade Agreement, and no contributions were due to the AFM-EPF under the Trade Agreement (including the salary-based payments and the radio guarantee payments) with respect to any service, employment, fees, rights, or any other reason after that date.

2. After March 30, 2010, the amounts of any contributions that would have been made by the Association to the AFM-EPF (at the contribution levels in effect as of March 30, 2010) were instead contributed to The Musical Arts Association 403(b) Retirement Plan (“MAA 403(b) Plan”) and those amounts were credited to the accounts of the Musicians under that plan, provided that the contribution amounts that were based upon minimum weekly salary were increased from 7.5% to 7.875% effective April 1, 2010.
J. Pension

National Philharmonic adopts and agrees to be bound by all terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. National Philharmonic agrees to pay 7.63% in pension contributions for each covered Musician during the three-year term of this Agreement.

Checks for this purpose shall be made payable to the “AFM & EP Fund” and remitted to the Union monthly.
3.7 Pension

a) The Association agrees to make all contributions required to fund the benefits payable under the NSO Pension Plan. No musician shall earn any Benefit Service (as defined in the Plan) on or after November 1, 1998.

b) The NSO Pension Plan shall be administered by a committee composed of three (3) persons designated by the Association and three (3) persons designated by the musicians Orchestra Committee and will be administered in compliance with the Employee Retirement Income Security Act (ERISA).

c) The NSO Pension Plan shall not be amended during the term of this Agreement except as may be required to continue the Plan’s status as a qualified plan under section 401(a) of the Internal Revenue Code.

d) The Association will make monthly contributions to the American Federation of Musicians and Employers’ Pension Fund ("AFM-EPF") on behalf of each musician at the following percentages of weekly scale plus seniority:

Effective 9/2/08: 8%
Effective 6/5/12: 8.75%

The Association shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers’ Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full.
VIII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer’s contribution shall be the following percentage of each musician’s/employee’s wages as defined in Article IV (wages) and V (vacation) of the CBA: 9.38%, effective June 1, 2010, and 9.61%, effective April 1, 2011.

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

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers’ Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
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4. Revise Article III, Section E to provide that for musicians taken out-of-town for the full period to break-in a musical, the following shall apply to any payments due under this provision: if the musical has a confirmed Broadway theater for its New York City engagement as of the conclusion of the break-in period and such payments shall not exceed up to four (4) weeks’ wages at the minimum scale (without doubles or other premiums) for a side musician, up to four (4) weeks’ of pension contributions at the rate of 8% plus the applicable 0.72% surcharge under the PPA Supplemental Agreement and up to sixteen (16) weeks of health contributions.
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ARTICLE 8 – PENSION PROCEDURE

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

The Employer agrees to contribute an amount equivalent to eight percent (8%) 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 musician’s name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(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.
VII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer’s contribution shall be: 9.36% effective June 1, 2010 and 9.81% effective April 1, 2011 of each musician/employee’s wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers’ Pension Fund.

B. All contributions to the Fund shall be made by check payable to the AFM-EPF (American Federation of Musicians and Employers’ Pension Fund). All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee’s name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

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

A. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer’s contribution shall be: 9.36% effective June 1, 2010 and 9.81% effective April 1, 2011 of each musician/employee’s wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers’ Pension Fund.

B. All contributions to the Fund shall be made by check payable to the AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee’s name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

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

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/employee's wages as defined in Article IV (wages) and V (vacation) of the CBA: 9.36%, effective June 1, 2010, and 9.81%, effective April 1, 2011.

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

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

| 3 | 1 | 80 | 958703002 | OAKLAND SYMPHONY CBA REHAB 2 |

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.
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Fund Standard PA
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.
3. Article 10 (Pension) shall include the following paragraph:

The Employer adopts the American Federation of Musicians and Employers’ Pension Fund (Fund) Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the Fund as of April 1, 2012.
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 its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
(k) 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 15th 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.
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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%.
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%.
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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.
G. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer 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.
Section 5.5. Pension.

In accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Pension Fund on April 15, 2010 (the Rehabilitation Plan), which is incorporated herein, ROC shall contribute ten and nine-tenths percent (10.9%) of the base wages and minimum overscale for each player contracted under Articles III and IV above to the American Federation of Musicians Pension Fund for the term of this Agreement. At such time as the Pension Fund exits rehabilitation, the ROC contribution shall increase to eleven percent (11%).
PENSION

Employer agrees to pay the below specified percentage of all compensation to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician engaged by Association. 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.

Effective July 15, 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 from 10% to 10.9%.
VII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be: 9.36% effective June 1, 2010 and 9.81% effective April 1, 2011 of each musician/employee's wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

B. All contributions to the Fund shall be made by check payable to the AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

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

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.
VI. UNION PENSION FUND CONTRIBUTIONS

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) on behalf of each employee covered by this agreement in an amount equal to 10.9% of negotiated wages to the American Federation of Musicians and Employers Pension Fund as set forth in Articles IV herein. The 10.9% includes the percentage amount as agreed to by AFM-EP Fund Rehabilitation Plan.
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.
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.
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.
B.4.3 Pension Plan

If a Musician's full-time start date was prior to June 30, 2007, the Society shall contribute 10% of the individual Musician’s Guaranteed Annual Salary and Overscale into the American Federation of Musicians and Employers’ Pension Fund.

If a Musician's full-time start date was after June 30, 2007, the Society shall contribute 7% of the individual Musician’s Guaranteed Annual Salary and Overscale into the American Federation of Musicians and Employers’ Pension Fund.

The Musicians shall be eligible to participate in an individually vested and owned tax-sheltered annuity plan arranged by the Society. Musicians may elect to have contributions to their tax-sheltered annuity plan deducted from their gross compensation by the Society to the maximum extent permitted by law.

All Extras and Substitutes will receive a pension contribution as described in Section C.5.1.d.

d. All Substitutes and Extras shall receive a 7% pension contribution to the American Federation of Musicians and Employers’ Pension Fund.
3. Article 10 C (Pension) shall include the following new paragraph:

The Hotel adopts the American Federation of Musicians and Employers' Pension Fund ("Fund") Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The contribution rate effective as of April 1, 2011 is 11.99%, subject to increases, if any, required by the Rehabilitation Plan.

4. All rates in Article 3 shall be increased by the following percentages:

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C. Pension

1. Each hotel shall, within fourteen (14) days of each payday, contribute ten percent (10%) of the gross wages including vacation pay earned by each musician in its employ each week to the American Federation of Musicians and Employers' Pension Fund (AFM& BP Fund) to provide pension benefits to the employees for whom said contributions have been made. Effective January 1, 2007, the pension contribution shall be increased to eleven percent (11%).

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

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

3. The Hotel adopts the American Federation of Musicians and Employers' Pension Fund ("Fund") Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The contribution rate effective as of April 1, 2011 is 11.99%, subject to increases, if any, required by the Rehabilitation Plan.

4. Pension contribution checks shall be made payable to the AFM-EP Fund, but they shall be sent to Local 802 at 322 West 48th Street, New York, NY 10036.
Q. Pension Contributions: 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%.
4.6 Substitute and Extras  Substitute and extra Musicians shall be paid as follows:

A. For work weeks in which substitute or extra Musicians perform between six and eight services, they shall receive the minimum weekly salary. Contributions for substitute and extra Musicians (without regard to the number of services performed per work week) shall be paid to the American Federation of Musicians and Employers' Pension Fund created pursuant to its Trust Indenture, dated October 2, 1959 (AFM-EPF) and shall be 10%. Such work weeks shall include the third and/or fourth concert service when performed on the first day of the next succeeding work week, and one rehearsal on Friday or Saturday of the previous week.

B. When substitute or extra Musicians perform fewer than six services in any work week, they shall receive the regular rehearsal and concert service rates for each service.

C. For all overtime service, substitute or extra Musicians shall receive the appropriate overtime rates.

D. A Musician engaged as assistant to the Principal Horn, Trumpet or Trombone, solely or in addition to performing a non-principal part, will be compensated as provided in 4.6 A. or 4.6 B.

E. For Musicians engaged for at least one regular season, 9% shall be paid to the AFM-EPF.
4.6 **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.

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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.
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**VII. PENSION**

A. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer’s contribution shall be: 9.36% effective June 1, 2010 and 9.81% effective April 1, 2011 of each musician/employee’s wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers’ Pension Fund.

B. All contributions to the Fund shall be made by check payable to the AFM-EPF (American Federation of Musicians and Employers’ Pension Fund). All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee’s name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer’s Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
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.
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<th>Group #</th>
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<th>Agr ID</th>
<th>Agreement Name</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td>2</td>
<td>106</td>
<td>959328002</td>
<td>TMH COMPANY PENSION AGRMT REHAB 2</td>
</tr>
</tbody>
</table>

Fund Standard PA
ARTICLE XXI

PENSION

During the term of this Agreement, the Employer shall contribute to the American Federation of Musicians — Employers' Pension Fund on behalf of each musician it employs, the following percentages of his gross non-media earned wages:

- Effective September 1, 1997: 9%
- Effective September 1, 1998: 10%
- Effective September 1, 1999: 10%

Such gross non-media earned wages shall exclude, without limitation, cartage, harp maintenance, wages paid above minimums established in this agreement and amounts paid to employees who do not perform pursuant to Article IX (Recorded Music) and Article IV, Section 6 (Employment of Local Employees). Notwithstanding the above, gross non-media earned wages for purposes of this article shall include amounts paid to Employees who do perform pursuant to Article IX(a).
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<th>Agreement Name</th>
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<td>2</td>
<td>108</td>
<td>959372002</td>
<td>UNITAS ENSEMBLE INC CBA REHAB 2</td>
</tr>
</tbody>
</table>

Unitas Ensemble agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers Pension Fund (AFM-EPF). Unitas Ensemble further agrees to contribute on behalf of each player 5.00% of each Musician's total scale wages.

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

There shall be a pension contribution made for each participating musician in the amount of:

4.4% of base wages (travel and cartage excluded).

to the American Federation of Musicians and Employers’ Pension Fund. (see attached Participation Agreement)
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<th>Group #</th>
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<td>110</td>
<td>959294002</td>
<td>VANGUARD JAZZ ORCHESTRA CBA REHAB 2</td>
</tr>
</tbody>
</table>

A. PENSION

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. 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 musician’s name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within thirty (30) days of the end of the calendar month in which the services were rendered and for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer also agrees to adopt the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.
ARTICLE 6 - PENSION

THE EMPLOYER shall contribute to The American Federation of Musician’s and Employers’ Pension Fund (hereinafter referred to as “AFM-EPF”) a certain percentage of gross wages paid to each MUSICIAN, as calculated based upon the provisions of Article 5 of THE AGREEMENT, according to the following schedule:

<table>
<thead>
<tr>
<th>Pension Contribution (Percentage of Gross Wages)</th>
<th>1/6/12 – 6/30/14</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12.00% (but see paragraph below about Rehabilitation Plan)</td>
</tr>
</tbody>
</table>

Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 13.08%.

All contributions made by THE EMPLOYER to the AFM-EPF pursuant to the provisions of this Article of THE AGREEMENT shall be made by check payable to the “American Federation of Musicians and Employers’ Pension Fund”, which shall be transmitted to THE UNION no later than fourteen (14) business days after the date of each payment made to each musician, for forwarding to the AFM-EPF.

The EMPLOYER agrees to be bound by 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, which is incorporated by reference into this agreement.
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</tr>
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</table>

Fund Standard PA
4. Pension

Modify Article 7 so as to increase pension contribution to 10%.

7. PENSION

A. This is in compliance with the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan.

B. Effective August 16, 2016, the Employer agrees to contribute 10% (inclusive of the surcharge) of each musician/employee's wages as defined in Article 4 and Article 5 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

C. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each musician/employee for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

For every engagement performed by Employees within or outside the territorial jurisdiction of the Union, the Employer shall contribute on behalf of each Employee, a sum equal to ten and nine-tenths percent (10.9%) of the scale wages set forth above to the American Federation of Musicians’ and Employers’ Pension Fund created pursuant to the Trust Indenture dated October 2, 1959 to which the Employer hereby subscribes.
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<td>WEST EDGE OPERA CBA REHAB 2</td>
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**ARTICLE 16: PENSION**

Employer agrees to contribute according to the following table on all payments (including wages, premiums, doubling, and overtime, per Article 14 of this Agreement) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to "AFM-EPF" and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. The amounts indicated below are inclusive of all additional contributions required by the American Federation of Musicians and Employers Pension Fund Rehabilitation Plan.

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<tbody>
<tr>
<td>%</td>
<td>3%</td>
<td>5%</td>
<td>7%</td>
</tr>
</tbody>
</table>
A. The Base Pay of "Contracted" Musicians for each 2-1/2 hour Service shall be:
   2013-14: $92.06 + 4.4% pension

B. The Base Pay of "Per Service" Musicians for each 2-1/2 hour service shall be:
   2013-14: $81.65 + 4.4% pension

I. EMPLOYER PENSION CONTRIBUTION
   The Symphony Society shall contribute the percentage of base pay set forth in Article II, Section A and Section B above, earned by each musician under the terms of this Agreement, to the American Federation of Musicians and Employers Pension Fund at the same time as Musicians are paid for their Services.
7.9 Pension Benefits. Effective June 1, 2018, the Association shall contribute to the American Federation of Musicians and Employers’ Pension Fund (AFM-EP Fund), created pursuant to Trust Indenture, dated October 2, 1959. Specifically, the Association shall contribute an amount equal to the percentage of scale wages set forth in Exhibit I annexed hereto on behalf of each musician covered by this agreement, inclusive of the contribution schedule the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010. Effective June 1, 2018 the Association’s contribution rate will be seven percent (7%).
TWELFTH: 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 sixteen percent (16%) of the gross weekly pay (including vacation pay) of each Musician for the term of the Agreement. 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.
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 IV (wages) and V (vacation) of the CBA: 12.5% inclusive of the .9% surcharge.

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

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<tbody>
<tr>
<td>4</td>
<td>1</td>
<td>3</td>
<td>1 excerpt from 3 Education Services CBAs</td>
</tr>
</tbody>
</table>

Pension Contribution: 9.81% for 2014-2018 season for live services; and 10.9% for broadcast or recording services under Section 11.
Contractor fee: minimum 10% gross wages
Local Radio Broadcast/Local Musicians Personal Use Tape: Scale wages, see Sections 10 and 11

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

Effective on the Effective Date, Employer’s contribution rate will be 5.45% of wages for live performance and 10.90% for broadcast or recording services.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.
American Federation of Musicians and Employer’s Pension Fund - Exhibit Section 7.07

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<tbody>
<tr>
<td>4</td>
<td>1</td>
<td>4</td>
<td>1 excerpt from 9 Incidental Music CBAs</td>
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</table>

Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EP Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the producer, and amount equal to 12.81% of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contribution required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated June 27, 2018. For the avoidance of doubt the Pension Fund rates shall apply to paragraphs 2, 3, and 9 of this Letter of Agreement.
K. **Pension Contribution**: Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 8.8% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.
F. Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers’ Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 15.59% of scale wages earned by said Musicians. 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.
8. For the services covered by this Agreement in the making of sound recordings as provided hereunder, the Company agrees to compensate each musician in accordance with the terms and conditions that are set forth on the attached Addendum, attached hereto and incorporated by reference.

13. The Company agrees to be bound by the trust indenture dated October 2, 1959, 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 Company as provided in Sections 8 and 9 herein. These contributions shall be deemed to include the contributions required by the rehabilitation plan adopted by the Board of Trustees of the fund on April 15, 2010, and updated June 27, 2016.

III. PENSION CONTRIBUTION

Pension contribution shall be:

12.81% of all scale wages earned as of 7/13/17 shall be paid as indicated in Provision #14 of this Agreement.

(the reference shown to Provision #14 is a scriveners error and should read Provision #13)
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<tr>
<td>4</td>
<td>1</td>
<td>8</td>
<td>1 excerpt from 24 Local 1000 Master CBAs</td>
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</table>

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 will contribute 17.99% of each employee’s scale wages, as defined in Article 2 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers’ Pension Fund / AFM-EPF, inclusive of all amounts required by the Fund’s Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the Fund.

All contributions to the Fund shall be made by check payable to the “American Federation of Musicians and Employers’ Pension Fund.” All such checks shall be accompanied by a remittance form identifying 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.
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<td>9</td>
<td>1 excerpt from 28 Local 47 Master CBAs</td>
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</table>

I. **Pension Contributions**: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall contribute 12.1% of Scale Wages, which includes all required additional contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including an explanation of how pension contribution payments affect future benefit amounts, visit https://afmepf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf
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<td>1</td>
<td>10</td>
<td>excerpt from 4 Local 6 Church and Choral CBAs</td>
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</table>

PENSION Effective on September 7, 2019, the Employer will contribute 11.99% (110% of the total pre-Rehab Update contribution rate) of scale wages for each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF), 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. 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.
b. Pension Contributions: Employer agrees to pay an amount equal to 8.8% of all wages paid to each musician to the American Federation of Musicians and Employers Pension Fund (AFM-EPF). A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.
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<td></td>
<td></td>
<td>11 Local Broadcast CBAs</td>
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13. Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended from time to time providing for contributions to the AFM and Employer's Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the employer, an amount equal to 12.1% of wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of total contribution amount will not be considered when calculating future benefit payments to the fund.
AFM & EPP (pension) @ 8.72% of gross, and MHB (benefit) at $43.00/day/week + 3% of wage (per CBA)

All music preparation personnel/employees are covered under the American Federation of Musicians and Employer's Pension Fund ("AFM-EPP") and the Musicians Local 802 Health Benefit Plan ("HBP"). Accordingly, the employer agrees, when employing music preparation personnel, 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-EPP (and all plans, rules and policies thereunder), as amended or may be amended from time to time; and (2) the Agreement and Declaration of Trust, dated April 22, 1954, establishing the HBP (and all plans, rules and policies thereunder) as amended or may be amended from time to time (collectively, the "Trusts"). The employer specifically acknowledges said Trusts, the terms of which are incorporated by reference herein and made a part hereof.

Pension and health benefit contributions shall be made by checks or money orders, payable to the AFM-EPP and the HBP, respectively. Within thirty (30) days following every engagement where it employs music preparation personnel, the check or money orders, together with a completed copy of the attached remittance form (or a form containing the identical information), will be delivered to the Union, which will deliver them to the AFM-EPP and the HBP. The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the AFM-EPP and/or the HBP (including without limitation, liquidated damages, attorneys fees and court costs).

The employer also agrees to provide all information which the AFM-EPP and HBP may require and to permit the AFM-EPP and/or the HBP 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 supervisor, soloist or cooperative group member, he/she cannot make contributions to the AFM-EPP or HBP on his/her behalf unless he/she is incorporated and the corporation makes the contribution for his/her services in its capacity as employer. A valid certificate of incorporation or such other document acceptable to the AFM-EPP and/or the HBP must be submitted with the Agreement, if it has not been previously submitted.

AFMEPF1320
5. The Gateway Men's Chorus agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF, and further agrees to adopt the American Federation of Musicians and Employers Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Gateway Men’s Chorus an amount equal to 9.59% for live performances (media fee is considered live services) from June 24th, 2019 through June 23rd, 2022. Additionally, the employer agrees to contribute to the Fund an amount equal to 11.99% for broadcast or recording services from June 24th, 2019 through June 23rd, 2022, 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.

**This rate is inclusive of the initial 9% additional contribution amount required by the Fund’s original 2010 Rehabilitation Plan.**
4. PENSION

This is in compliance with the Pension Rehabilitation Plan.

The Employer agrees to contribute an amount equivalent to 12.29% of each employee's wages as defined in Article 2 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

All contributions to the fund shall be made by check payable to the "American Federation of Musicians and the Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
### American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07

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</table>

Pension: The Employer agrees to contribute an amount equivalent to 11.99% of each Employee's total gross contractual wages as set forth in Article 6 excluding cartage (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund ("Pension Fund"). All contributions to the Pension Fund shall be made by check, payable to the "American Federation of Musicians and Employers' Pension Fund" or "AFM & EPF". All such checks shall be accompanied by a remittance form identifying each Employee for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension contribution is paid, scale wages on which pension contribution is paid and the amount of pension contribution. The check and remittance information shall be transmitted to Local 802 for forwarding to the Pension Fund within thirty (30) days after the end of an engagement for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer. The Employer agrees to become party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959 as amended. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

C. The Employer acknowledges that when he/she performs as a leader, soloist or cooperative group member, he/she cannot make contributions to the AFM & EPF and/or Local 802 MHF on his/her behalf unless he/she is incorporated or has formed a Limited Liability Company or Partnership and that entity makes the contribution for his/her performance in its capacity as Employer. A valid certificate of incorporation or other such document acceptable to the AFM & EPF and/or Local 802 MHF must be submitted with this Agreement, if it has not been previously submitted.
10. **PENSION**

A. The Employer shall contribute 11.99% of each musician/employee's wages as defined in Article 3 and Article 9 of this Agreement (which shall be considered to be scale wages) inclusive of all amounts required by the Fund's Rehabilitation Plan to the American Federation of Musicians and Employers' Pension Fund. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

B. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

C. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
5. The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF" or "Fund"). The employer adopts the AFM-EPF rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and as amended thereafter prior to the date of this Agreement, including all contribution schedules, which is incorporated here by reference.

"The Employer will contribute 6% of live scale wages, 12% recorded wages in 9E 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."

Specifically, the employer's contribution shall be:

a. Effective November 1, 2011 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 6.00% for live services, and 12% 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.

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

c. The check and remittance information shall be transmitted to Local 2-197, AFM, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.
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 12.1% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund’s Rehabilitation Plan. 9.09% of total contribution amount will not be considered when calculating future benefit payments to the fund.

Applicable scale will include the two hour minimum, pension fund and health and welfare payment with the exclusion of night premiums, sideline musicians and music preparation wage rates. The arranger/orchestrators would receive the same scale as leader and copyists would receive the same scale as a sidemusician.
Example 1 – AFM LS-1 Single Engagement Form (2 pages)
Additional Provisions of the Agreement Governing Pension Contributions

- 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's designation of a third party designee (e.g., a payroll company) to make contributions on its behalf does not relieve the Employer of its obligation to make contributions under this Agreement.
- Contributions under this Agreement on behalf of any owner or part-owner of the Employer (or designates a third party to make such contributions) will be accepted by the Fund only if a valid certificate of incorporation (in the case of a corporation) or LCC Addendum (in the case of a limited liability company and available from the Fund Office) is attached to this Agreement.
- By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is an employee covered by the Agreement.
- If the Union is not party to the Fund's "Cash Receipts Procedures for Locals that Receive Pension Contributions Directly from Employers," all contributions to the Fund and the remittance form must be sent directly to the Fund at P. O. Box 2673, New York, NY 10117-0262.
- If the contribution rate on the first page of the Agreement is different from one of the acceptable rates shown below, it will be automatically adjusted to the acceptable contribution rate that is next lower and the balance of the contribution will be treated as a nonrefundable administrative fee.

Valid Pension Contribution rates, please indicate, by checking the appropriate box, the rate to be used for this LS-1:

<table>
<thead>
<tr>
<th>For engagements occurring:</th>
<th>8/1/2018 and later*</th>
<th>4/1/2011 to 7/31/2018**</th>
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<td>19.00%</td>
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</table>

*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 2016 Rehabilitation Plan.
Example 2 – New York Local 802 W contract Single Engagement Form (1 Page)

1. The undersigned Employer agrees, when prevailing musicians to the working conditions, wages, and health and pension benefit contributions, as provided for in the attached document.
2. Employer shall deduct from the wages of each musician whose work fees (three per cent (3%) of his/her gross scale compensation) and shall remit same to Local 802 ("Union") within thirty (30) business days after the engagement for which such payments and contributions shall be made shall be made by the Employer, in writing, in a form provided by, and sent to the Union. Performance contracts, and all health and pension contributions shall be paid to the Union in the same time.
3. All payments to musicians must be paid no later than thirty (30) days after the performance. Upon request by the Union, the Employer shall either make advance payment or post an applicable bond.
4. No part of an engagement charged hereunder shall be remitted or transmitted from the place of service, in any manner of any kind, whatsoever, in the absence of a specific written agreement with the Union or the American Federation of Musicians (the "AFM") relating to and permitting such remittance, remittance, or transmission.
5. To the extent permitted by applicable law, the Constitution, Bylaws, Rules and Regulations of the AFM and the Union will be adhered to and the parties acknowledge that they are, and have the obligation to be, fully acquainted herewith.
6. Any musician under engagement to the undersigned shall have no access to the premises of the place of performance (except a private residence for the purpose of preparing with the musicians."

Example 2 – New York Local 802 W contract Single Engagement Form (1 Page)

AFMEPF 1329
Names, SSNs and Amounts redacted
American Federation of Musicians and Employers' Pension Fund

Participation Agreement

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

From Date: 09/01/2017
To Date: 08/31/2022

Contribution Rate:

<table>
<thead>
<tr>
<th>Required by the Fund's Rehabilitation Plan</th>
<th>15.40%</th>
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</tbody>
</table>

1. Who is Covered by this Agreement (Please check only one):

☐ If the Employer is party to a collective bargaining agreement ("Collective Bargaining Agreement") with the American Federation of Musicians ("AFM") or a local union of the AFM, this Agreement covers every employee for whom the Collective Bargaining Agreement requires contributions.

☐ If the Employer is not a party to a Collective Bargaining Agreement, this Agreement covers every person who is employed by the Employer and for whom the AFM or the local union of the AFM signing below (the "Local Union") is the collective bargaining representative.

By making contributions on behalf of an individual, the employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination.

2. What Constitutes "Scale Wages." For the purpose of determining the amount that the Employer is required to contribute to the Fund under this Agreement, the term "scale wages" shall include (please check only one):

☐ All wages for musical services described in the following sections or pages of the Collective Bargaining Agreement or Local Scale Book: Local 9-535 Wage Scales

OR

☐ All compensation for musical services reported to the IRS on Form W-2 except the following (check all exceptions):

☐ Doubling
☐ Principal pay
☐ Rehearsal pay
☐ Overtime
☐ Vacation
☐ Travel time
☐ New use payments
☐ Leader Pay
☐ Cartage compensation
☐ Reuse payments
☐ Disability pay
☐ Contractor pay
☐ Wages earned under personal service contracts
☐ Sick leave pay
☐ Music preparation pay
☐ Premium Pay
☐ Other (please specify)

The term "scale wages" shall not include (i) payments made after or in connection with the Participant's termination of employment except payments that are specifically identified as severance wages under a Collective Bargaining Agreement, or except as required by law; or (ii) reimbursement for expenses or costs incurred by the employee in connection with his or her employment, such as travel, promotional expenses, recording expenses, cartage expenses or mileage expenses, recording budgets, or similar expense accounts or payments.

RECEIVED

OCT 19 2018

AFMEPF 1332
3. When Contributions Shall Be Paid. Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered.

4. How Contributions Shall Be Remitted. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to the Local Union for forwarding to the Fund if the Local Union is then party to the Fund's "Pension Contributions Transmittal Agreement." If the Local Union is not then party to the Pension Contributions Transmittal Agreement, all checks shall be sent directly to AFM-EPF, P.O. Box 2673, New York, NY 10117-0262.

5. Special Provision for Payroll Companies. The Employer may authorize a payroll company or other third party to remit contributions to the Fund on its behalf if the Fund is furnished with a written acknowledgment by the Employer that the payroll company or other third party is authorized to act as the Employer's agent in making contributions to the Fund. Such authorization shall remain in effect until the Fund receives a written notice of revocation from the Employer. 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.

6. Business Structure. Please check only one box:

- Corporation or Limited Liability Company (LLC) - If contributions are made on behalf of any owner or part-owner of the Employer, a valid certificate of incorporation (in the case of a corporation) or LLC Agreement (in the case of a limited liability company) must be submitted to the Fund in order for the Fund to accept these contributions.
- Sole Proprietor, Partnership, LLP or PA - No contributions will be made on behalf of any owners or part-owners of the Employer.

7. Term of Agreement. This Agreement shall remain in effect as long as required under federal labor law if there is a Collective Bargaining Agreement. If there is no Collective Bargaining Agreement, this Agreement shall remain in effect, notwithstanding any other provision of federal labor law (check one):

- From __________ through __________

- For five years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation signed by both the Employer and the Union.

8. Validity of Agreement. This Agreement is executed in all respects and has been executed by duly authorized representatives of the Employer and the Union.

The Employer (Corporate Name): Church of the Advent
(Type or print): 33 Brimmer St.
Address: Boston, MA 02108

The Union: Boston Musicians' Association
(Type or print): 73 Hemenway St, Suite D
Address: Boston, MA 02115

Date: 10/09/18

Please send a completed copy of this agreement to the Fund Office at P.O. Box 2673, New York, NY 10117-0262. For all valid agreements and employers, the Fund will send a letter acknowledging acceptance of this agreement to the addresses shown above.

A list of the Fund's agreement content and employer collections/payment history requirements titled "Requirements for Approving Collective Bargaining Agreements/Employers" is available at www.afm-epf.org.
PARTICIPATION AGREEMENT
American Federation of Musicians and Employers’ Pension Fund
One Penn Plaza - Suite 3105
New York, NY 10119-1215
(800) 831-4065

The undersigned employer ("The Employer") employs musicians within the jurisdiction of Local Union No. 47 (the "Local") of the American Federation of Musicians, AFL-CIO ("AFM"). These musicians are covered under the American Federation of Musicians and Employers' Pension Fund ("AFM-EFP"). Accordingly, the Employer agrees, when employing musicians, to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, first dated October 2, 1939, establishing the AFM-EFP (as all plans, rules and policies thereto, as amended or may be amended from time to time collectively, the "Plan"). The Employer specifically acknowledges and agrees that all terms which are incorporated by reference herein and made part hereof. NOTE: The "Travel Agreement" is available from the AFM-EFP's office upon request from the Employer. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Plan on April 13, 2010, including all contribution schedules.

The Employer agrees to remit contributions for every engagement where it employs musicians at the rate of 11% of Scale Wages as defined and set forth in the Local's book of WAGE SCALES and RULES & REGULATIONS governing LIVE ENGAGEMENTS, which includes the terms of the Pension Rehabilitation Plan, unless an applicable collective bargaining agreement with the Local or the AFM provides for a different rate, in which case that rate will apply. All contributions shall be made by check or money order, payable to the AFM-EFP. Within 30 days following every engagement where it employs covered musicians, the Employer shall remit the appropriate contributions together with a completed copy of the stated remittance form (or form containing the identical information) - by either hand-delivering the same to the Local Union, which will deliver it to the AFM-EFP, or by mailing the same directly to the American Federation of Musicians and Employers’ Pension Fund, One Penn Plaza, the 31st Floor, New York, NY 10119-1215. The Employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collection costs incurred by, the AFM-EFP (including, without limitation, liquidated damages, attorneys’ fees and court costs).

The Employer may authorize a payroll company or other third party to remit contributions to the AFM-EFP on its behalf provided that the Fund is furnished with a written acknowledgement by the Employer that the payroll company or other third party is authorized to act as the Employer’s agent in making contributions to the AFM-EFP. Such authorization shall remain in effect until the AFM-EFP receives a written notice of revocation from the Employer. The Employer expressly agrees, however, that the authorization to 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 Document.

By signing this agreement the Employer – if an individual – acknowledges that when she performs as a headliner, soloist or cooperative group member, she cannot make a contribution to the AFM-EFP on her own behalf unless she is incorporated and the corporation makes the contribution for her/his performance in its capacity as her/his employer. A valid certificate of incorporation or such other document acceptable to the AFM-EFP as evidence of such incorporation must be submitted with this Participation Agreement.

This Agreement is subject to all applicable laws. It is effective as of the date hereof.

For the Employer: (Incorporated? □ Yes □ No)

By: ____________________________ Date: ______________
Signature of Authorized Officer/Agent

Kristof Van Gyseghem - Artistic Director

Print Name & Title of Signer

Angels Vocal Art

Print Employer’s Business Name/Board or Group Name

3740 East Sierra Madre Blvd

Street Address

Pasadena CA 91107

City State Zip Code

(626) 636-1135 Telephone Number

For the Fund: (Incorporated? □ Yes □ No)

By: ____________________________ Date: ______________
Signature of Authorized Officer/Agent

Angels Vocal Art

Name of Payroll Company

(626) 636-1135 Telephone Number

Accepted by the AFM-EFP:

Fund Administrator Date

AFMEPF1334
Agreement for Employees of the American Federation of Musicians or its Local Union to participate in the American Federation of Musicians and Employers’ Pension Fund

Effective 1/1/2019, the union employer ("Employer") signing this agreement ("Agreement") shall make pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the "Fund") on behalf of each of its employees in an amount equal to 15.59% of the wages paid by the Employer, which is all-inclusive of amounts required by the Fund’s Rehabilitation Plan and the 2018 Rehabilitation Plan Update. The contribution rate increase required by the 2018 Rehabilitation Plan Update (9.09% of the all-inclusive rate) will not be considered when calculating future pension benefit payments from the Fund. The following terms and conditions will apply:

1. **The Agreement and Declaration of Trust.**
   The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund, as amended and restated effective as of April 1, 2005, and as it may be further amended from time to time, which is hereby incorporated by reference into this Agreement.

2. **Who is Covered by This Agreement.**
   This Agreement covers every employee of the Employer beginning on date of hire.

3. **What Constitutes "Scale Wages."**
   The term “scale wages” for all purposes under the Plan Documents shall mean the total gross compensation for each of the Employer’s employees, but excluding reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, welfare benefits, and severance payments, and including elective contributions to a 401(k) plan and a “cafeteria plan” under section 125 of the Internal Revenue Code.

4. **When Contributions Shall Be Paid (choose one).**
   - Each contribution shall be paid no later than the end of the calendar month following the month in which those services were rendered
   - Each contribution shall be paid to the Fund within 30 days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered.

5. **How Contributions Shall Be Remitted.**
   All contributions to the Fund shall be made by check payable to the “American Federation of Musicians and Employers’ Pension Fund” and shall be sent directly to AFMEPF, P.O. Box 2673, New York, NY 10117-0262.

6. **Other Information the Employer Must Provide.**
   Each check for contributions payable to the Fund shall be accompanied by the appropriate remittance form specifying, for each employee for whom pension contributions are payable, the employee’s name and social security number, the date(s) of the services for which pension contributions are being paid, the amount of wages on which pension contributions are being paid, the percentage rate of contributions and dollar amount of pension contributions paid.
7. **Audits.**
   The Employer agrees to permit representatives of the Fund to conduct periodic audits of its accounting books and records and related supporting documentation and such other records as the Fund determines to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

8. **Additional Amounts Due for Delinquent Contributions.**
   In the event that the Employer fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 4, the Employer shall pay such interest, liquidated damages, audit fees and other collection costs (including, without limitation, court costs and attorneys’ fees) as may be provided by the Plan Documents or applicable law.

9. **Determination of Who is an Employee.**
   By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination. If it is subsequently determined that the Employer has made contributions to the Fund on behalf of an individual who was not an employee of the Employer, that individual may not be eligible to receive any benefits from the Fund based upon such contributions.

10. **Validity of Agreement.**
    This Agreement is accurate in all respects, has been executed by a duly authorized representative of the Employer, and shall remain in effect for a period of five years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation from the Employer.

---

**EMPLOYER**

Chicago Federation of Musicians

[Signature]

**Secretary-Treasurer**

Print Name of Treasurer

**450 W Randolph St Ste 2W**

Address

Chicago, IL 60607

Address

Please send a completed copy of this agreement to the Fund Office at Agreements@afme pf.org or P.O. Box 2673, New York, NY 10117-0262. A list of the Fund’s agreement content and employer collections/payment history requirements titled “Requirements for Approving Collective Bargaining Agreements/Employers” is available at www.afme pf.org.

For all valid agreements, the Fund will send a letter acknowledging acceptance of this agreement to the address shown above.

LOCAL 10-206 CHICAGO FEDERATION OF MUSICIANS - 005434
Participation Agreement for Employees of the Music Performance Service Corporation
To Participate In
The American Federation of Musicians and Employers' Pension Fund

This Participation Agreement is effective June 1, 2014, and supersedes the agreement previously in
effect between the Music Performance Service Corporation (the "Employer") and the American
Federation of Musicians and Employers' Pension Fund (the "Fund").

1. Contribution Rate

The Employer will contribute to the Fund as follows:
- 8.72%, inclusive of all amounts required by the Fund's Rehabilitation Plan of the wages
  earned from the Employer, effective June 1, 2014.

2. The Agreement and Declaration of Trust

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the
American Federation of Musicians and Employers' Pension Fund, as amended and restated
effective as of April 1, 2005, and as it may be further amended from time to time, the American
Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of
January 1, 2002, and as it may be further amended from time to time, and all rules, procedures
and policies promulgated pursuant thereto by the Board of Trustees or its duly authorized
committees of other representatives (such Agreement and Declaration of Trust, Plan document,
and rules and policies being collectively referred to hereafter as the "Plan Documents"). The
Plan Documents are hereby expressly incorporated by reference into this Agreement in their
entirety.

3. Who is Covered by this Agreement

This agreement covers every employee of the Employer.

4. What Constitutes "Wages"

For the purpose of determining the amount that the Employer is required to contribute to the
Fund for each employee covered under this Agreement, the term "wages" shall mean all
amounts received for personal services rendered in the course of employment that are
includable in gross, but excluding reimbursements or other expense allowances, fringe
benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, and
severance payments, and including elective contributions to a 401(k) plan and/or a "profit
sharing plan" under section 125 of the Internal Revenue Code.
5. When Contributions Shall BePaid

Each contribution shall be paid to the Fund no later than the end of the calendar month following the month in which those services were rendered.

6. How Contributions Will Be Remitted

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and shall be sent directly to the Fund at the following address: P.O. Box 2673, New York, NY 10117-0262.

7. Other Information the Employer Must Provide

Each check for contributions payable to the Fund shall be accompanied by a remittance form satisfactory to the Fund specifying, for each employee for whom the pension contributions are payable, the employee's name and Social Security number, the date(s) of the services for which pension contributions are being paid, the amount of wages on which pension contributions are being paid, the percentage rate of the contributions and the dollar amount of pension contributions paid and any other information required by the Fund.

8. Audits

The Employer agrees to permit representatives of the Fund to conduct periodic audits of its payroll, wage and accounting books and records and related supporting documentation and such other records as the Fund determines, at its sole and absolute discretion, to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

9. Additional Amounts Due for Delinquent Contributions

In the event that the Employer fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 4, the Employer shall pay such interest, liquidated damages, audit fees and other collections costs (including without limitation, court costs and attorneys' fees) as may be provided by the Plan Documents or applicable law.

10. Determination of Who is an Employee

The Employer hereby warrants that it will make contributions to the Fund only on behalf of individuals whom it has determined are employees. The Employer acknowledges the if it is subsequently determined that the Employer has made contributions to the Fund on behalf of an individual who was not an employee of the Employer, that individual may not be eligible to receive any benefits from the Fund based upon such contributions.
11. Validity of Agreement

This Agreement is accurate in all respects, has been executed by a duly authorized representative of the Employer.

12. Term of Agreement

This Agreement shall be in effect June 1, 2014 to May 31, 2019.

13. Entire Agreement

This Agreement contains the entire agreement between the Employer and the Fund, and it supersedes and controls any and all prior communications, correspondence, memorialization of agreement, or prior agreement between the Employer and the Fund (or their representatives) relative to the matters contained herein.

14. Modification

This Agreement may be modified only by written agreement.

Signed by the Employer
Music Broadcasters Service Corporation

[signature]

Accepted by the American Federation of Musicians and Employers’ Pension Fund

By:  