

7938001	MOZART FESTIVAL ASSOCIATION CBA
---------	---------------------------------

Pension Fund – The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Association (Employer) agrees to pay an amount equal to the following percentages as specified herein for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

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

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

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to eight percent (8%) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides

that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

714235002	MOZART FESTIVAL ASSOCIATION CBA REHAB 2
-----------	---

17. PENSION FUND CONTRIBUTION

Pension Contributions: The Association (Employer) shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make pension contributions to the AFM-EPF on behalf of each musician it employs in the amount of **9.59%** of that musician's Scale Wages (including wages, premiums, doubling, and overtime). A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. As a continuing employer, the Association continues to adopt the terms of the Rehabilitation Plan.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to eight percent (8%) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

76893001	MUNICIPAL THEATRE ASSOCIATION OF SAINT LOUIS CBA
----------	--

Pension Contribution – Performances and Rehearsals

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

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

Specifically, the employer's contribution rate will be as follows:

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

The rates set forth in this Supplemental Agreement will be discontinued immediately and it will revert to the rates set forth as 11% above, (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

78362001	MUSIC THEATER WORKS CBA
----------	-------------------------

PENSION - THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan") which is incorporated herein. The Employer shall pay to the Fund an amount equal to Eleven and ninety-nine percent (11.99%) of the Employer's gross weekly payroll for all employees covered by this Agreement.

The rate set forth in this Agreement will be discontinued immediately and will revert to the Eleven percent (11%) rate when both of the following events have occurred: (i) rates higher than the Eleven (11%) rate are no longer required by the rehabilitation plan of the American Federation of Musicians and Employer's Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

Such payment shall be forwarded within 15 days after the last performance of each production to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the employees on whose behalf contributions are paid, including the employee's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

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

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

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

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

712806002	MUSIC THEATRE GUILD CBA REHAB 2
-----------	---------------------------------

Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 11.99% of that Musician's Scale wages. As a continuing participant to the AFMEP the Employer adopts the rehabilitation plan of the AFMEP.

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

76934001

MUSICA ANGELICA BAROQUE ORCHESTRA CBA

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

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

78679001	MUSICA VIVA INC CBA
----------	---------------------

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

958472002

MUSICAL ARTS ASSOCIATION SUBS AND EXTRAS AGRMT REHAB 2

5. The Association will pay 5% of the total salary earned by the Musician in each week into the AFM-EPF. However, effective March 30, 2010, the parties entered into an “Agreement Concerning Retirement Benefits,” which is attached hereto as Appendix A-1 and made a part of this Agreement.

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.

The agreement covering the period 9/3/2018 to 8/29/2021 as written is unacceptable to the Fund. There is no provision for pension contributions for subs and extras, at 5.995% for live performance and at 11.99% for commercial radio broadcast work. The Fund adopted an update to its Rehabilitation Plan in June 2018 (copy attached) which requires a 10% contribution rate increase which is included in the rates listed above.

The 2018 Rehab Plan Update requires all employers to acknowledge the 10% increase in their successor agreement. To comply with this requirement, we ask that you complete the enclosed Participation Agreement that includes language adopting the Rehabilitation Plan Update.

956429001	MUSICALFARE PRODUCTIONS CBA
-----------	-----------------------------

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



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

713049002	NASHVILLE JAZZ WORKSHOP CBA REHAB 2
-----------	-------------------------------------

5. PENSION

5.1 EMPLOYER agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) a sum equal to 11.99% of each musician's scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. All musician/employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended or may be amended from time to time. The employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof.

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

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

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

Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) days of the end of the month in which the engagement occurred.

716417002	NASHVILLE JAZZ WORKSHOP CBA REHAB 2
-----------	-------------------------------------

5. PENSION

5.1 EMPLOYER agrees to contribute to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) a sum equal to 11.99% of each musician's scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. All musician/employees are covered under the AFM-EPF. Accordingly, the employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended or may be amended from time to time. The employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof.

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

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

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

Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians no later than the end of the month following the month in which the engagement occurred.

957915001	NASHVILLE SYMPHONY ASSOCIATION CBA
-----------	------------------------------------

Pension Contributions: On behalf of each Musician under this Agreement, the Association shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to seven-and-sixty-three-one-hundredths percent (7.63%), which includes the additional 9% as required under the 2010 Rehabilitation Plan of compensation earned under this Agreement, excluding any additional compensation negotiated by individual Musicians under personal service contracts.

Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent (simultaneously) to the Union. All contributions to the AFM-EPF shall be paid concurrently with each pay period. As a contributing employer to the AFM-EPF, the Association agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust

Establishing the American Federation of Musicians' and Employers' Pension Fund.

845975002	NATIONAL CHORALE COUNCIL APRIL 13 2019 CONCERT ATLCL802 SINGLE ENG CLASSICAL WAGE SCALE REHAB 2
-----------	---

Pension is 17.95% inclusive of the AFM-EPF rehabilitation plan adopted by the Board of Trustees of the Fund as of June, 2018.

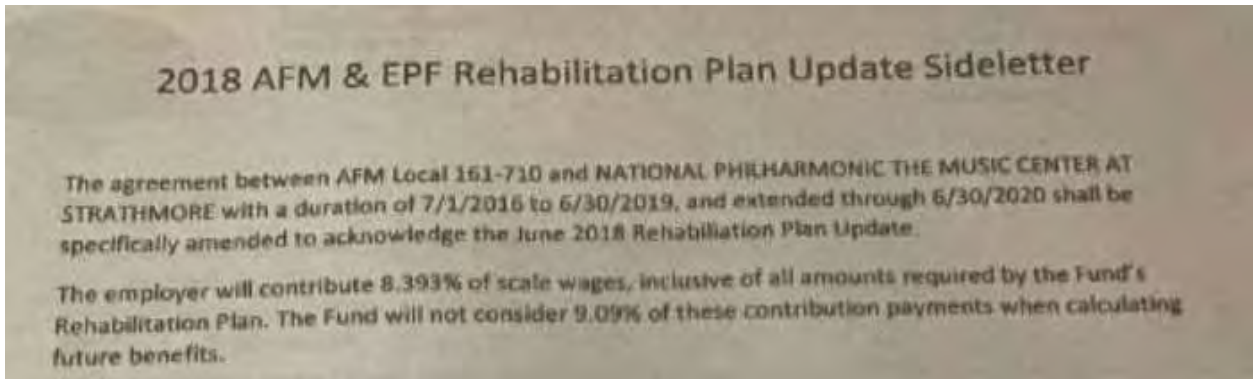
75435001	NATIONAL PHILHARMONIC ORCHESTRA AND CHORALE OF MONTGOMERY COUNTY INC CBA
----------	---

J. Pension

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

Checks for this purpose shall be made payable to the "AFM & EP Fund" and remitted to the Union monthly.

959238002	NATIONAL PHILHARMONIC ORCHESTRA AND CHORALE OF MONTGOMERY COUNTY INC CBA REHAB 2
-----------	--



76082001	NATIONAL SYMPHONY ORCHESTRA ASSOC OF WASHINGTON DC CBA
----------	--

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 and Librarian at 8.75% of weekly scale (plus seniority, in the case of musicians).

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.

75929001	NATIONAL THEATRE CBA
----------	----------------------

ARTICLE XXVI - PENSION

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto. The Employer shall pay into the American Federation of Musicians' and Employers' Pension Fund, which has been established in accordance with applicable provisions of law, an amount equal to 13.08% of the Employer's gross weekly payroll for all employees covered by this Agreement. Checks for this purpose shall be drawn to the order of the "AFM-EP Fund" and transmitted to the Union.

ARTICLE XXVII - PAY DEDUCTIONS

959404002	NATIONAL THEATRE CBA REHAB 2
-----------	------------------------------

ARTICLE XXVI - PENSION

The Employer adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto. The Employer shall pay into the American Federation of Musicians' and Employers' Pension Fund, which has been established in accordance with applicable provisions of law, an amount equal to 13.08% of the Employer's gross weekly payroll for all employees covered by this Agreement. Checks for this purpose shall be drawn to the order of the "AFM-EP Fund" and transmitted to the Union.

716472002

NATIONAL YIDDISH THEATRE FOLKSBIENE INC THE SORCERESS
INDEPENDENT NOT FOR PROFIT CBA REHAB 2

VIII. PENSION

A. The most recent update to the AFM-EPPF rehabilitation plan (June 2018) requires a 10% increase in employer contributions, such additional contributions to be unallocated. The amount of such increases will inure to the plan itself and not a musicians account. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on June 2018, 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: 6 %.

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

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

76613001	NEDERLANDER DETROIT FISHER THEATRE CBA
----------	--

2. **PENSION:** In addition to all of the foregoing, the Employer shall pay or cause to be paid into a Musician's Pension Fund (American Federation of Musicians & Employers' Pension Fund) not less than 12.99% of the gross weekly payroll of all the musicians covered by this agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. As a contributing Employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

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

958682002	NEW AMSTERDAM THEATER CBA REHAB 2
-----------	-----------------------------------

1. Effective June 1, 2010, which is 30 days from the date of the Pension Fund's notice of its critical zone certification, the percentage contribution amount otherwise required to be made to the Pension Fund, as stated in the CBA Articles XV(A) and XV(B)(3), Schedule B Section I(12), and Schedule C(H), will increase by an additional 4% of the listed rates through March 31, 2011.
2. Effective April 1, 2011, the contributions otherwise required to be made to the Pension Fund in CBA Articles XV(A) and XV(B)(3), Schedule B Section I(12), and Schedule C(H), will increase by an additional 9% of the listed rates required in the date this Agreement is signed.
3. The pension contribution rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the CBA (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

958404002	NEW GROUP OFF BROADWAY THEATRE COMPANY PRODUCERS CBA REHAB 2
-----------	---

- b. The Employer shall also contribute a total pension contribution of 11% of scale wages inclusive of all amounts required by the Fund's Rehabilitation plan to the American Federation of Musicians and Employers Pension Fund (AFM-EPF).**

711375002	NEW JERSEY FESTIVAL ORCHESTRA CBA REHAB 2
-----------	---

1. Pension payment:

New wording for payment of pension. "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 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 sent to the Pension office in a timely manner, and postmarked no later than the last day of the month following the month of engagement.

710202001	NEW JERSEY PERFORMING ARTS CENTER TOURING MUSICAL ENGAGEMENT AGRMT
-----------	--

8. PENSION

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

9. WITHHOLDING

78930001

NEW JERSEY SYMPHONY ORCHESTRA CBA

13.5 Pension and Supplemental Retirement Plans:

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

712999002	NEW VICTOR HERBERT RENAISSANCE PROJECT LIVE INC CBA REHAB 2
-----------	---

ARTICLE 7 - PENSION

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

Pension:

17.99%

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the fund within twenty (20) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The AFM-EPF revised rehabilitation plan, set forth in June 2018, requires employers to contribute an additional 10%, unallocated. The current pension contribution rate is 16.35%. The new employer contribution rate is 17.99%.

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

716373002	NEW VICTOR HERBERT RENAISSANCE PROJECT LIVE INC CBA REHAB 2
-----------	--

ARTICLE 7 - PENSION

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

Pension:

17.99%

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the fund within twenty (20) days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The AFM-EPF revised rehabilitation plan, set forth in June 2018, requires employers to contribute an additional 10%, unallocated. The current pension contribution rate is 16.35%. The new employer contribution rate is 17.99%.

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

78676001	NEW WEST SYMPHONY CBA
----------	-----------------------

7.10 Pension Contributions: The ASSOCIATION shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The ASSOCIATION shall make pension contributions to the AFM-EPF on behalf of each musician it employs in the amount of 10.9% of that musician's Scale wages (excluding Art. 7.7). Each payment shall be accompanied by a remittance report setting forth, for each musician on behalf of whom pension is being paid, the amount of pension contributed. All contributions to the Fund shall be paid no later than the 5th day of the month following the concert payroll. As a continuing employer the Association continues to adopt the terms of the rehabilitation plan.

79839001	NEW YORK CITY BALLET INC CBA
----------	------------------------------

BENEFITS

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

710040001	NEW YORK CITY CENTER ENCORES GREAT AMERICAN MUSICALS IN CONCERT
-----------	---

The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/employee's wages: 12.48% effective June 1, 2010, and 13.08%, effective April 1, 2011. Checks to be made payable to the AFM & EP Fund shall be sent to Local 802 along with the names of covered musicians. All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the 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 following the end of the month in which the services were rendered for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

79518001

NEW YORK CITY LABOR CHORUS INC CBA

3. PENSION

This agreement is in compliance with the Pension Rehabilitation Plan.

The Employer agrees to contribute an amount equivalent to 10.9% of each employee's wages as defined in Article 2 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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

and the Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable.

If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

79518002	NEW YORK CITY LABOR CHORUS INC CBA REHAB 2
----------	--

3. PENSION

This agreement is in compliance with the Pension Rehabilitation Plan.

The Employer agrees to contribute an amount equivalent to 10.9% of each employee's wages as defined in Article 2 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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

and the Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable.

If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

72813001	NEW YORK GILBERT AND SULLIVAN PLAYERS CBA
----------	---

L. AFM-EPF PENSION FUND:

The Employer agrees to contribute an amount equivalent to eleven percent (11%) of each employee's wages as defined in Article IV or XV of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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

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

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

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

M. OTHER WORK:

715518002

NEW YORK GILBERT AND SULLIVAN PLAYERS CBA REHAB 2

L. AFM-EPF PENSION FUND:

The Pension Rehabilitation Plan of 2010 called for an employer contribution increase of 9% which brought the pension contribution to 11.99%. The plan was amended in 2018 and called for an increase of 10%, thus bringing the pension contribution to 13.19%.

958084002	NEW YORK JAZZHARMONIC INC CBA REHAB 2
-----------	---------------------------------------

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.

78363001

NEW YORK PHILHARMONIC EXTRAS AND SUBS CBA

Pension:

No later than January 15, 2016, the parties shall begin to negotiate solely over the level of bargaining unit pension benefits to take effect beginning September 21, 2016. Should the parties fail to reach agreement on this issue by May 31, 2016, the Agreement and every provision herein shall terminate as of midnight September 20, 2016. Nothing in this paragraph shall be subject to the grievance and/or arbitration provisions of the Agreement.

Method of Payment:

958092002	NEW YORK POPS CBA REHAB 2
-----------	---------------------------

A. The Employer agrees to contribute an amount equivalent to fifteen percent (15%) of each Employee's total gross contractual wages as set forth in Articles 8 and 18C, excluding cartage (Contribution Rate), which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund ("Pension Fund"). Notwithstanding the above, the Employer adopts the American Federation of Musicians and Employers' Pension Fund ("Fund") Rehabilitation Plan of 2010 ("Fund Rehab 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, as may be amended. The Fund Rehab Plan previously increased the Contribution Rate by 9% or to an aggregate contribution rate of 16.35% applied as noted above. In 2018, the Fund Rehab Plan was amended to require an additional 10% increase in the Contribution Rate which brings the current Contribution Rate to **17.99%** which the Employer agrees to pay during the pendency of the effectiveness of the Fund Rehab Plan.

B. All contributions to the Pension Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying each Employee for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension contribution is paid, scale wages on which pension 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 ten (10) days after the end of a service set 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. Provided, however, that no increase in contribution rates shall be binding upon or apply with respect to the Employer unless and until the Employer has agreed to such change in a signed writing.

713523002	NEW YORK SCANDIA SYMPHONY CBA REHAB 2
-----------	---------------------------------------

ARTICLE 12 - PENSION

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

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

The Employer agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959, as amended. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

71029001

NORTH DRURY LANE MARRIOTT LINCOLNSHIRE CBA

PENSION - THE EMPLOYER shall pay to the **AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND** an amount equal to 13% (14.17% in accordance with the AFM-EP Fund Rehabilitation Plan) of the Employer's gross weekly payroll for all employees covered by this Agreement.

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

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

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

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

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

71029002

NORTH DRURY LANE MARRIOTT LINCOLNSHIRE CBA REHAB 2

2018 AFM & EPF Rehabilitation Plan Update Sideletter

The agreement between AFM Local 10 208 and NORTH DRURY LANE PROD MARRIOTT with a renewed duration of 4/4/2020 to 10/2/2020 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 15.5870% of scale wages as of 10/2/2020 for all covered theater performance work occurring thereafter, 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 pension payment will be paid on all rehearsal wages.

PENSION - THE EMPLOYER shall pay to the **AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND** an amount equal to 13% (14.17% in accordance with the AFM-EP Fund Rehabilitation Plan) of the Employer's gross weekly payroll for all employees covered by this Agreement.

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

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

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

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

AFMEPF1022

75457001	NORTH SHORE MUSIC THEATER CBA
----------	-------------------------------

ARTICLE IX A. PENSION

On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to eight percent (8%) (pension shall be favored with that paid by NSMT to Actor's Equity Association and/or to the Society of Stage Directors and Choreographers) in the years 2017- 2021 of all wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and

Employers' Pension Fund.

77805001	NORTHLIGHT THEATRE CBA
----------	------------------------

TENTH: PENSION.

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND (**AFM & EP FUND**) an amount equal to ELEVEN percent (11%), of the gross weekly pay of each Musician. In accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein, this amount shall be ELEVEN and ninety-nine hundredths percent (11.99%). Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

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

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

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

710547002	NORTHSIDE UNITED METHODIST CHURCH CBA REHAB 2
-----------	---

G. Pension Contribution

1. Effective upon the ratification of this Agreement, NORTHSIDE agrees to make pension contributions to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of the UNION. Accordingly, NORTHSIDE agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
2. In addition, NORTHSIDE adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.
3. NORTHSIDE will forward pension payments, along with AFM-EPF approved remittance forms through the UNION at the same time as all other payroll. NORTHSIDE shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
4. NORTHSIDE will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the Fund. No pension contributions will be made on any expense reimbursements (e.g. cartage, parking, etc.)

715145002	NORTHSIDE UNITED METHODIST CHURCH CBA REHAB 2
-----------	---

G. Pension Contribution

1. Effective upon the ratification of this Agreement, NORTHSIDE agrees to make pension contributions to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of the UNION. Accordingly, NORTHSIDE agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust", collectively).
2. In addition, NORTHSIDE adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference.
3. NORTHSIDE will forward pension payments, along with AFM-EPF approved remittance forms through the UNION at the same time as all other payroll. NORTHSIDE shall issue a separate check made payable to AFM-EPF for the total amount of pension for each engagement.
4. NORTHSIDE will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the Fund. No pension contributions will be made on any expense reimbursements (e.g. cartage, parking, etc.)

710453002	NORTHWEST INDIANA SYMPHONY SOCIETY CBA REHAB 2
-----------	---

I. Pension Contribution.

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

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

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

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

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

714421002	NORTHWEST INDIANA SYMPHONY SOCIETY CBA REHAB 2
-----------	---

I. Pension Contribution.

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

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

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

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

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

958479002

OAKLAND MUNICIPAL BAND CBA REHAB 2

PENSION:

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

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

Effective on the Effective Date, the Employer's contribution rate will be 10.4%

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

Effective on June 1, 2019, the Employer will contribute 11.99% (110% of the total pre-Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The fund will not consider 9.09% of these contribution payments when calculating future benefits.

73980001	OAKLAND SYMPHONY CBA
----------	----------------------

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

2013-2014 season 8%

Effective July 1, 2013 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will increase as follows:

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

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in Section 20.5 herein (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

714969002	OFFICE AND PROFESSIONAL EMPLOYEES LCL 537 CBA REHAB 2
-----------	---

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

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

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

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

958411002	OGUNQUIT PLAYHOUSE CBA REHAB 2
-----------	--------------------------------

3.5 Pension

Ogunquit Playhouse Foundation shall contribute to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) an amount equal to 9.90% of wages earned by each covered Musician performing covered musical services, and transmit such contribution to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. This amount is inclusive of any payments required by law in the Pension Protection Act of 2006 and the Fund's 2018 Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musicians

953652001	OKLAHOMA PHILHARMONIC SOCIETY INC CBA
-----------	---------------------------------------

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

959330002	OKLAHOMA PHILHARMONIC SOCIETY INC CBA REHAB 2
-----------	---

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

710746001	OLD FIRST REFORMED CHURCH ORGANIST AGRMT
-----------	--

6. Pension

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

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

959760002	OLD FIRST REFORMED CHURCH ORGANIST AGRMT REHAB 2
-----------	--

6. Pension

The Employer agrees to pay an amount equivalent to nine point nine five percent (9.95%) of each employee's annual wages as defined In Article 3 of this Agreement (which shall be considered the scale wages) and contribute such amount to the American Federation of Musicians & Employers' Pension Fund (HAFM- EPF"). All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution Is made, the musician's name, social security number date(s) of engagement for which pension Is paid, scale wages on which pension is paid and the amount of pension. The payment shall be made In monthly installments and the check and remittance information shall be transmitted to Local 802 for forwarding to the AFM- EPF within (30) days following the end of each monthly period. If the employer Is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The employer agrees to be bound by the Agreement and Declaration of Trust establishing the AFM-EPF, as it may be amended from time to time, which is incorporated by the reference into this Agreement. The Employer agrees to be bound by The

Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2018, and all contribution schedules, which is incorporated here by reference.

71498001

OLNEY THEATRE CENTER CBA

VII. PENSION

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

All contributions to the Fund shall be made by check payable to: AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 161-710 AFM for forwarding to the Fund within ten (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

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

959236002	OLNEY THEATRE CENTER CBA REHAB 2
-----------	----------------------------------

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 June 22, 2018, including all contribution schedules, which is incorporated here by reference. Pursuant to the Rehabilitation Plan Update of June 2018, the Employer shall increase the current pension contribution payment of eight percent (8%) by a surcharge of ten percent (10%) of the current base for a total of eight and eight-tenths percent (8.8%).

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.

958324002	OLYMPIA ENTERTAINMENT INC CBA REHAB 2
-----------	---------------------------------------

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

All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed.

76910001

OPERA HOUSE OPERATOR LLC CBA

Section 2. Pension.

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

Effective September 1, 2014 and continuing for the term of this Agreement, the Employer agrees to contribute an amount equal to 5.45% of the gross wages of each musician (excluding any cartage payments and/or expense reimbursements) to the American Federation of Musicians and Employers' Pension Fund ("AFM-EP Fund"). The Employer shall execute the necessary administrative reports, including the Participation Agreement required by the AFM-EP Fund, in order for the musicians to participate in the AFM-EP Fund.

- A. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund." All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the Musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution.
- B. The check and remittance information shall be transmitted to Local 2-197, AFM, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.
- C. In the event the Employer contracts for the musical accompaniment services at the Peabody Opera House with a contractor, the Employer shall require that the contractor comply with the terms of this Agreement, including but not limited to the payment of wages, pension and other benefits in Article II, and the employment conditions in Article IV.

715275001	OPERA PHILADELPHIA RECORDING AND USE OF MUSIC FOR PERFORMANCES OF DENIS AND KATYA OPERA REHAB 2
-----------	---

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

958112002	OPERA SAN JOSE CBA REHAB 2
-----------	----------------------------

12.8 Pension Fund

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

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

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

74531001	OPERA SANTA BARBARA CBA
----------	-------------------------

I. Pension Contributions:

Pension Fund – The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Association (Employer) agrees to pay an amount equal to the following percentages as specified herein for each year of this Agreement on all payments (including wages, premiums, doubling, and overtime) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts.

Effective April 1 2011, Association (Employer) will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution

schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

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

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to seven percent (7%) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

959380002	OPERA SANTA BARBARA CBA REHAB 2
-----------	---------------------------------

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, including subsequent revisions and updates. Specifically, the Employer's contribution rate will be as follows:

Effective on September 1, 2019, the Employer's contribution rate is eight point three nine per cent (8.39%).

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to seven percent (7%) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

74650001	OPERADELAWARE CBA
----------	-------------------

7.6 Pension

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

959786002	OPERADELAWARE CBA REHAB 2
-----------	---------------------------

7.6 Pension

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

77256001	ORATORIO SOCIETY OF QUEENS CBA
----------	--------------------------------

ARTICLE 6 - PENSION

Effective January 1, 2015, the Employer shall contribute 11% of scale wages, which includes all required additional contributions, to the American Federation of Musicians and Employers Pension Fund on behalf of each musician employed. The Employer adopts the Fund's Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contributions schedules, which is incorporated here by reference.

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

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.

715875002	ORATORIO SOCIETY OF QUEENS CBA REHAB 2
-----------	--

III. PENSION:

The Employer will contribute **12.1%**, 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.

75283001	ORCHESTRA OF NEW ENGLAND INC CBA
----------	----------------------------------

- (k) Pension. On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 5%, inclusive of all amounts required by the Fund's Rehabilitation Plan, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under a personal service

contract. Each payment shall be accompanied by the appropriate personnel and/or AFM B-Report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, Social Security Number, date of service(s) for which pension is being paid, the amount of wages on which pension is being paid and the amount of pension being contributed. All contributions to the AFM-EPF shall be paid no later than the 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.

958701002	ORCHESTRA OF NEW ENGLAND INC CBA REHAB 2
-----------	--

- (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.

958118002

OREGON BALLET THEATRE CBA REHAB 2

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

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

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

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

This rate will be discontinued immediately and will revert to the rate of (9%) when both of the following events have occurred: (i) the rate of 10.791% is no longer required by the Fund's 2010 Rehabilitation Plan and/or subsequent updates and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

712775002	OREGON MUSIC FESTIVAL CBA REHAB 2
-----------	-----------------------------------

Pension Contributions

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

79724001	OREGON SYMPHONY CBA
----------	---------------------

(h) Pension

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

For the purpose of determining the amount that the

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

958159002	ORGANIZATION OF UNION REPRESENTATIVES CBA REHAB 2
-----------	---

Article 10.C. Pension Contribution Explanatory Note.

1. The 10.9% contribution cited in Article 10.A. above is derived as follows: The base pension rate as of January 1, 2010 was 10%. The AFM-EPF Rehabilitation Plan of 2010 required an increase of 9% to that rate. Thus $10\% \times 1.09 = 10.9\%$. That contribution is allocated to an individual's pension account.
2. The Local 802 Officers' pension as cited in Article 10.B. is currently 10%.
3. The AFM-EPF promulgated a second rehabilitation plan in June of 2018. That plan calls for an increase of 10% to existing pension payments, the base rate for such contributions to be the current contribution in the base rate plus the 2010 Rehabilitation Plan. Thus: $10.9\% \times 1.1 = 11.99\%$. That additional contribution is unallocated, i.e. the extra contribution goes to the corpus of the Plan and not to an individual's account.
4. The Employer is obligated to contribute 11.99% for the duration of this agreement, subject to any further Rehabilitation Plan amendments.

76596001	ORPHEUS CHAMBER ORCHESTRA CBA
----------	-------------------------------

a. PENSION

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

2015-2016	16%
2016-2017	16%

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

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

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution of 17.44%.

958113002	PACIFIC CHAMBER SYMPHONY CBA REHAB 2
-----------	--------------------------------------

ARTICLE 6: PENSION

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

Effective 10/1/2014: 8%

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

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

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

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

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

71416001	PACIFIC GARDENS MISSION UNSHACKLED LCL 10 208 SPECIAL SYNDICATED BROADCAST
----------	--

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

75352001	PACIFIC SYMPHONY CBA
----------	----------------------

18.I. Benefits

18.I.I. Pension

On behalf of each musician employed by the Employer and covered under this Labor Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to eleven percent (11.99%) of all scale wages earned under this Labor Agreement. Each payment shall be accompanied by the appropriate personnel form and/or AFM B-report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of services(s) for which pension is being paid, and the amount contributed. All contributions shall be made payable to the AFM-EPF and shall be paid no later than ten (10) business days following the due date for payment of the wages on which the contribution is based. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

958102002	PALACE THEATER CBA REHAB 2
-----------	----------------------------

1. THE AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND.

AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND

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

72649001

PALM BEACH OPERA INC CBA

Pension -- On behalf of each musician covered under this agreement (whether union members or not), the Opera shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM---EPF) an additional amount equal to ten percent (10%) of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. This accounting shall be copied to the Union. All contributions to the AFM---EPF shall be paid no later than the end of the month following the month in which the services occurred. As a contributing employer to the AFM---EPF, the Association agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund. Effective June 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

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

719082002	PALM BEACH OPERA INC CBA REHAB 2
-----------	----------------------------------

6. 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, including all librarian supplements paid to musicians, 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, 2019 ("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 and amended on June 27, 2016, and updated in June 2018 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate will be as follows:

The Employer will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

959235002	PALM BEACH OPERA INC CBA REHAB 2
-----------	----------------------------------

The agreement between **AFM Local 655** and **Palm Beach Opera Inc.** with a renewed duration of 6/1/2019 to 5/31/2020 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 11.99% of scale wages for all work occurring on or after 11/29/2019, 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.

958450002 PALM SPRINGS OPERA GUILD CBA REHAB 2

completion without pause.

- 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%.

845977002	PALM WESTSIDE RESTAURANT MUSIC SERVICES AGRMT REHAB 2
-----------	---

6) Benefits

A. Pension: The Employer agrees to contribute an amount equivalent to thirteen point nineteen percent (13.19%) of each employee's wages, as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers Pension Fund.

B. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and "Local 802 Musicians Health 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 and health are paid, and scale wages on which pension and health are paid. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Funds within thirty (30) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

C. The Employer agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959, as amended. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

The Employer further agrees to be bound by the Agreement, the Employer and Declaration of Trust dated April 22, 1954 establishing the ' Local 802 Musicians Health Fund.

717531002	PAMPHLET B TOURING THEATRICAL MUSICALS CBA REHAB 2
-----------	--

Modify the first sentence of Rule 4A as follows:

“Employer agrees to contribute an amount equivalent to 11% of the minimum weekly salary (including doubles and rehearsal pay, but excluding ~~rehearsal~~ overtime, vacation and/or any other payment or premium to which Musician may become entitled under this Agreement) of each Musician to The American Federation of Musicians and Employers’ Pension Fund (AFM-EPW for Canadian AFM members).”

72839001	PAPER MILL PLAYHOUSE OF MILLBURN CBA
----------	--------------------------------------

J. Pension:

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

959377002

PAPER MILL PLAYHOUSE OF MILLBURN CBA REHAB 2

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.

72331001	PARAMOUNT ARTS CENTRE AURORA CIVIC CENTER AUTHORITY BOOK SHOWS AT PARAMOUNT THEATRE CBA
----------	---

PENSION:

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND; an amount equal to Eight percent (8%) from September 1, 2016 through August 31, 2018; Nine percent (9%) from September 1, 2018 through August 31, 2020 and Ten (10%) from September 1, 2020 through August 31, 2021. Pension payments will be based on all wages including basic scale (Rehearsals and Performances) for Musicians and Conductors, premiums including doubling and EMD and contractor fee for all employees covered by this Agreement. (Contributions shall be deemed to include the contribution increases required by the Rehabilitation Plan adopted by the Board on April 15, 2010.) Such payments shall be forwarded within 15 days after the last performance of each production to the Office of the Union during the week following the week for which the payment is made. The

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

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

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

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

72762001	PASADENA MASTER CHORALE CBA
----------	-----------------------------

Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10%, inclusive of the American Federation of Musicians and Employers' Pension Fund rehabilitation plan.

958157002

PATRICK G AND SHIRLEY W RYAN OPERA CENTER CBA REHAB 2

Section 5.5. Pension.

In accordance with the contribution schedule of the Rehabilitation Plans adopted by the Board of Trustees of the Fund which ~~are is~~ incorporated herein, ROC shall contribute eleven and ninety nine one-hundredths percent (11.99%) 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. The Fund will not consider nine and nine hundredths percent (9.09%) of the contribution payment when calculating future benefits. **At such time as the Pension Fund exits rehabilitation, the base (non-rehabilitation) ROC contribution shall increase from 10 percent (10%) to eleven percent (11%).**

77147001	PATRIOT BRASS ENSEMBLE CBA
----------	----------------------------

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

959384002	PEABODY RAGTIME ENSEMBLE CBA REHAB 2
-----------	--------------------------------------

These musicians are employees covered under the American Federation of Musicians and Employers' Pension Fund (AFM-EPF). Accordingly, the Employer agrees to contribute to the AFM-EPF an amount equal to eleven-point-ninety-nine percent (11.99%) (inclusive of both the 9% 2010 Rehabilitation fee and the 10% 2018 Rehabilitation fee) of those combined scale wages and extra fees on behalf of each musician employed, and to be bound by and accept the terms and conditions of the Trust Indenture of said Fund, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended or may be amended from time to time (collectively, the "Trust"). The Employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof.

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

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

717307002

PENINSULA NEW YORK HOTEL USERS OF MUSIC CBA REHAB 2

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

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

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

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

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

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

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

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

957328001	PENNSYLVANIA BALLET ASSOC CBA
-----------	-------------------------------

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

76119001	PERFORMING ARTS CENTER OF SUFFOLK COUNTY CBA
----------	--

4. **Pension:** Effective with the signing of the MOA, The Employer shall contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF") for the benefit of its employees, a pension contribution in the amount of seven percent (7%) of the gross scale wages (including overtime, doubling and rehearsals).

714079002	PERLA ORG LLC CBA REHAB 2
-----------	---------------------------

A. PENSION BENEFITS

The Employer agrees to contribute an amount equivalent to seventeen point nine eight five percent (17.985%) of each employee's wages (including overtime, rehearsals, preheats, doubling, mileage and all premiums with the exception of cartage and parking) to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Fund(s) shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, musicians' names, social security numbers, date(s) of engagement for which benefits are paid, and scale wages on which pension is paid. The check(s) and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund(s) no later than thirty (30) days after the engagement date for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer adopts the American Federation of Musicians and

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

72381001	PHILHARMONIA BAROQUE ORCHESTRA INC CBA
----------	--

G. Pension

1. PBO agrees to pay 11% pension on rehearsal, concert, chamber and education service wages into the American Federation of Musicians and Employer's Pension Fund (AFM-EPF) for each Musician employed by PBO.
2. Notwithstanding 5.G.1. above, PBO shall contribute to the AFM-EPF in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, PBO's contribution rate will increase to 11.99%.
3. The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in paragraph 1 of Article 5.G. (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the AFM-EPF and (ii) the AFM-EPF repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions."

718703002

PHILHARMONIA BAROQUE ORCHESTRA INC CBA REHAB 2

G. Pension

1. PBO agrees to pay 11% pension on rehearsal, concert, chamber and education service wages into the American Federation of Musicians and Employer's Pension Fund (AFM-EPF) for each Musician employed by PBO.
2. Notwithstanding 5.G.1. above, PBO shall contribute to the AFM-EPF in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, PBO's contribution rate will increase to 11.99%.
3. Effective on July 1, 2019, the Employer will contribute 13.19% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan.
4. The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in paragraph 1 of Article 5.G. (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the AFM-EPF and (ii) the AFM-EPF repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions."

958686002

PHILHARMONIA BAROQUE ORCHESTRA INC CBA REHAB 2

G. Pension

1. PBO agrees to pay 11% pension on rehearsal, concert, chamber and education service wages into the American Federation of Musicians and Employer's Pension Fund (AFM-EPF) for each Musician employed by PBO.
2. Notwithstanding 5.G.1. above, PBO shall contribute to the AFM-EPF in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, PBO's contribution rate will increase to 11.99%.
3. Effective on July 1, 2019, the Employer will contribute 13.19% (110% of total pre Rehab Update contribution rate) of scale wages, inclusive of all amounts required by the Fund's Rehabilitation plan.
4. The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in paragraph 1 of Article 5.G. (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the AFM-EPF and (ii) the AFM-EPF repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions."

958149002	PHILHARMONIC SOCIETY OF NORTHEASTERN PENNSYLVANIA CBA REHAB 2
-----------	--

20.12 - Pension

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

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

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

79914001	PHILHARMONIC SOCIETY OF ORANGE COUNTY CBA
----------	---

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

846107002	PHILHARMONIC SOCIETY OF ORANGE COUNTY CBA REHAB 2
-----------	---

5% late payment penalty for each seven (7) calendar days thereafter.

- 3. Pension:** The Society 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 Society, an amount equal to 12.1% of scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. Payment will be made by separate check, payable to AFM-EPPF, to be received by the Union, along with the corresponding Reports, not later than fifteen (15) calendar days following the month in which the work was performed.