

Exhibit 7.07
Collective Bargaining and Side Agreement Excerpts

953196002	54 BELOW LLC 54 BELOW THE CLUB CBA REHAB 2
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A. Pension Benefits

1. 54 Below agrees to contribute to the American Federation of Musicians and Employers Pension Fund ("AFM-EPF"), for the benefit of the musicians it employs, the amount of 9.81% of gross wages (i.e. performance and sound check payments) earned. This contribution is inclusive of the 9% additional contribution required by the AFM-EPF Rehabilitation Plan, and shall be made within fourteen (14) days of each payday.
2. All contributions to the Pension Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and sent to Local 802 at 322 West 48th Street, New York, NY 10036. 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.
3. 54 Below 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 and made a part of this Agreement.

75962001 92ND STREET YM YWHA JAZZ IN JULY CBA

ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

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

714086002 92ND STREET YM YWHA JAZZ IN JULY CBA REHAB 2

ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

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

717272002	ABHANN PRODUCTIONS RIVERDANCE 2020 TOURING AGRMT REHAB 2
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7. PENSION

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

The Employer agrees to be bound by the Agreement and Declaration of Trust dated October 2, 1959, as amended, establishing the American Federation of Musicians and Employers' Pension Fund, as amended from time to time.

958133002 ACADEMY OF MAGICAL ARTS INC CBA REHAB 2

FROM THE CBA AGREEMENT:

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

715833001	ACADEMY OF VOCAL ARTS CBA
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8% (WHICH INCLUDES .9% FOR RE-HAB PLAN) PENSION CHECK MADE PAYABLE TO AFM-EP FUND AND REMITTED TO LOCAL 77, ALONG WITH AN EXECUTED PARTICIPATION AGREEMENT.

959295002	ACADEMY OF VOCAL ARTS CBA REHAB 2
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19. Pension Effective September 1, 2019 thru May 31, 2021 The Academy of Vocal Arts shall pay into the American Federation of Musicians and Employer Pension Fund contributions on behalf of each musician covered by this Agreement in the amount of 10% of the Musician's wages and other earnings, excluding cartage. This pension contribution will increase to 11% on September 1, 2021. This includes the contribution per the AFM-EPF's rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated in August, 2018. The Fund will not consider 9.09% of these contribution payments when calculating future benefits. A check in the proper amount made payable to "A.F.M.-E.P. Fund" shall be mailed to the Union with a list of names of Orchestra Musicians contracted for the series, social security numbers, scale wages, and pension contributions due on behalf of each Musician. Payment of the pension contributions shall be paid within thirty (30) days from the last performance of the series. The Academy of Vocal Arts agrees to execute such participation agreements as is required by the Fund.

76837001 ACTORS THEATRE OF LOUISVILLE CBA

3. Pension Contributions

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

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

712794001	AFM OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LCL153 AFL CIO CBA
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R - PENSION

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

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

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

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

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

958326002

ALAMO CITY OPERA DBA OPERA PICCOLA OF SAN ANTONIO CBA REHAB 2

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

G. PENSION

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

The Employer will contribute 6.00 % of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.05% of these contribution payments when calculating future benefits.

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

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

952363001

ALBANY SYMPHONY ORCHESTRA CBA

Pension

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

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

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

958674002	ALBANY SYMPHONY ORCHESTRA CBA REHAB 2
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12.07 Pension: The Employer (the ASO) agrees to make pension contributions to the American Federation of Musicians and Employer Pension Fund (“AFM-EPF”), on behalf of Musicians it employs in the amount set forth below (inclusive of base wage, overtime pay, rehearsal pay, doubling premiums, and any additional premiums), earned under this agreement.

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

On behalf of each Musician, the ASO shall contribute to the American Federation of Musicians’ and Employers’ Pension Fund (AFM-EPF) an additional amount equal to five and one half percent (5.50%) of wages earned by each Musician performing musical services, transmitted by one separate check, made payable to the “AFM-EPF,” to the Union no later than the fifteenth (15th) day of the month following the month during which musical services were performed. The five and one half percent (5.50%) contribution is inclusive of the 2009 ERISA rehabilitation mandate and the Fund’s 2018 Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits for the Musician.

75068001

ALLIANCE THEATRE COMPANY CBA

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

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

715976002	AMERICAN CLASSICAL ORCHESTRA INC CBA REHAB 2
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ARTICLE 6 - PENSION

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

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The 2010 rehabilitation schedule requires pension contribution of 16.35%. The AFM-EPF rehabilitation plan of June, 2018 mandates an increase of an additional 10%, bringing the pension contribution to **17.99%**.

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

Classical Orchestra, Inc. is unincorporated, no contributions will be paid on behalf of any owner or part-owner of American Classical Orchestra, Inc.

953198002

AMERICAN COMPOSERS ORCHESTRA INC CBA REHAB 2

ARTICLE 10 - PENSION

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

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

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

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

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

76026001	AMERICAN KANTOREI CBA
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Article VII American Federation of Musicians and Employers Pension Fund

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

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

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

79334001

AMERICAN POPS ORCHESTRA CBA

ARTICLE IV - PENSION, WORK DUES, PAYROLL OBLIGATIONS

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

959309002	AMERICAN POPS ORCHESTRA CBA REHAB 2
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2. The EMPLOYER agrees to abide by all terms and conditions of the Trust Agreement creating the American Federation of Musicians and Employer's Pension Fund, dated April 1, 2005, as amended, including the payment of pension contributions required under the Trust Agreement, as amended by the Preferred Schedule of any Rehabilitation Plan issued by the Pension Fund. The **EMPLOYER** specifically agrees to pay the increases in pension required under the 2018 rehabilitation Plan of eleven percent (11%) of scale wages for each musician. Check for this purpose shall be made payable to "AFM-EPF Fund" and remitted to the **UNION** monthly.

79140001	AMERICAN REPERTORY THEATRE CBA
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Pension

American Repertory Theatre shall contribute to the American Federation of Musicians Employers Pension Fund (AFMEPF) an additional 1.25% of wages earned by each Actor/Actress performing theatre services and assigned to the Union for use exclusively payable to AFMEPF by the 15th day of the month following the month in which the services were performed. This amount is subject to any adjustments required by the 2010 AFMEPF Redistribution Plan under the Pension Professionals Association.

- Effective September 1, 2018 Employer contribution to AFMEPF will increase to 1.50%.
- Effective September 1, 2019 Employer contribution to AFMEPF will increase to 1.75%.
- Effective September 1, 2020 Employer contribution to AFMEPF will increase to 2.00%.

958088002	AMERICAN SYMPHONY ORCHESTRA CBA REHAB 2
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V. ARTICLE 10

AFM-EPF new rehab plan announced in June 2018, requiring 10% additional pension payments from all employer participants, unallocated. Old rate is 16.35%. The new contribution rate shall be 17.99%. (The math works as follows: stated pension contribution remains at 15%. Under the AFM-EPF 2010 rehabilitation plan that contribution rate was increased by 9%. $15 \times 1.09 = 16.35$. Under the June 2018 AFM-EPF rehabilitation plan, that new amount is increased by 10%, such amount to be unallocated to individual accounts. $16.35 \times 1.1 = 17.99$).

74684001

APOLLO THEATRE FOUNDATION INC CBA

ARTICLE 4 - PENSION AND HEALTH CONTRIBUTIONS

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

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

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

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

959726002	APOLLO THEATRE FOUNDATION INC CBA REHAB 2
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- B. Pension:** The Employer agrees to contribute an amount equivalent to twelve (12%) percent of each employee(s) wages, as defined in Article 3 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians Employers' Pension Fund.
- C.** All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and to the "Local 802 Musicians' Health Benefits Plan." All such check(s) shall be accompanied by a remittance form supplied by the Union, identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the mount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within one month following the month in which services were rendered for which such contributions are payable.
- D.** The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer further agrees to be bound by The Agreement, and Declaration of Trust dated April 22, 1952 establishing the Local 802 Musicians' Fund.

73178001	ARENA STAGE CBA
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VII PENSION CONTRIBUTION

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

73178001	ARENA STAGE CBA
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VII PENSION CONTRIBUTION

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

717241002	ARTISTREE MUSIC THEATRE FESTIVAL GRANGE JOSH SMITH MUSIC DIRECTOR PERSONAL SERVICES AGRMT REHAB 2
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4. PENSION

The Employer agrees to contribute an amount equivalent to **13.189%** 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). The surcharges referred to are not allocable to individual employees and therefore, the musicians will be credited with eight (8%) in total pension contributions.

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

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.

719412002	ASOLO THEATRE THOMAS MURRAY MUSIC DIRECTOR PERSONAL SERVICES AGRMT REHAB 2
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4. PENSION

This is in compliance with the Pension Rehabilitation Plan*.

The Employer agrees to contribute an amount equivalent to **11.99%** (inclusive of the 9% additional contribution required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan) of each employee's wages as defined in Article 2. of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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

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.

79245001	ATLANTA BALLET CBA
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C Pension ("AFM-EPF")

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

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

75935001	ATLANTA LYRIC THEATER CBA
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~~and, without regard to race, ethnicity, age, disability, political persuasion, or other~~
6. American Federation of Musicians and Employers Pension Fund (AFM-EPF)

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

75935002	ATLANTA LYRIC THEATER CBA REHAB 2
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6. American Federation of Musicians and Employers Pension Fund (AFM-EPF)

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

72532001	ATLANTA OPERA CBA
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**ARTICLE IV
BENEFITS**

1. AFM-EPF

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

The Opera adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10.2%.

958678002	ATLANTA OPERA CBA REHAB 2
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1. AFM-EPF

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

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

78265001

ATLANTA SYMPHONY ORCHESTRA CBA

XI.7 PENSION PLAN

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

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

720893002	ATLANTA SYMPHONY SPECIAL AGRMT FOR USE OF MUSIC RECORDED IN SHARK EXHIBIT GEORGIA AQUARIUM REHAB 2
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- E Pension contribution:** Producer agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer, an amount equal to 12.81% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the Fund's Rehabilitation Plan.

71995001	AUSTIN SYMPHONY ORCHESTRA SOCIETY INC CBA
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6.9. Pension. On behalf of each musician covered by this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 5 percent of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician for whom pension is being paid: the musician's name and social security number, the date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. The Austin Symphony Orchestra Society, Inc., as a contributor, recognizes the American Federation of Musicians and Employer's Pension fund as the recipient of current contributions.

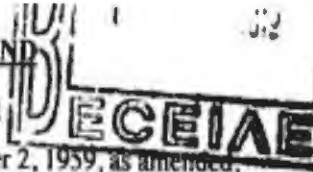
715224002	AUSTIN SYMPHONY ORCHESTRA SOCIETY INC CBA REHAB 2
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6.9.1. Pension. On behalf of each musician covered by this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 6 percent of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts. Such 6% is inclusive of all amounts required by the Fund's Rehabilitation Plan to date and reflects a 9% increase on the original 5% contribution under the 2010 Rehabilitation Plan ($5\% \times 1.09 = 5.45\%$) and the 10% increase required by the June 2018 Rehabilitation Plan update ($5.45\% \times 1.10\% = 5.995\%$, rounded to 6%). This percentage shall be changed in accordance with any further adjustments made in the Fund's Rehabilitation Plan which may occur during the course of this Agreement. The Society shall forward a roster of all musicians employed during the payment period including the number of services paid to each musician at each wage scale position in the orchestra, and dates of all services, broken down by concert series. In addition, for each musician for whom pension is being paid: the musician's name and social security number, and the amount of the pension payment included. All contributions to the AFM-EPF shall be paid no later than the thirtieth day of the month following the month in which services have been performed. The Austin Symphony Orchestra Society, Inc., as a contributor, recognizes the American Federation of Musicians and Employer's Pension fund as the recipient of current contributions.

955382001

BACH SOCIETY OF SAINT LOUIS CBA

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



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

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

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

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

AFMEPF0731

713281002	BACH WEEK FESTIVAL CBA REHAB 2
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SIXTH: PENSION

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

72219001	BALLET THEATRE FOUNDATION INC CBA
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ARTICLE 11: PENSION

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

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

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

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

958679002

BALLET WEST CBA REHAB 2

F. RETIREMENT BENEFITS.

The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each Musician covered by this Agreement in an amount equal to 9.59% of earnings earned under the term of this Agreement. Each contribution shall be paid to the Fund not later than the end of the month following the month in which the services for which pension is payable occurred and shall be accompanied by a remittance form specifying each Musician for whom pension is payable, the Musician's name and social security number, the date(s) of engagement for which pension is paid, the earnings on which pension is paid, and the amount of pension paid. The Employer shall abide by the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, which is hereby incorporated by reference into this Agreement.

715066002	BALTIMORE SYMPHONY ORCHESTRA CBA REHAB 2
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5.6 Pension Plan

D. American Federation of Musicians and Employers' Pension Fund

1. The employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earning from the Employer, effective as of the date (or dates) set forth below and in accordance with the terms and conditions described herein:
2. Effective September 12, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), and in accordance with the Rehabilitation Plan update adopted by the Board of Trustees of the Fund as of June 2018, which is incorporated herein by reference. Specifically, the employer's contribution rate will increase as follows:
3. Tenured and Probationary Musicians

The Association shall make pension contributions to the AFM-EP Fund on behalf of each covered employee. For the term of this Agreement the amount shall be five and a half percent (5.50%) (inclusive of both the 9% "Rehabilitation Plan" additional contribution and the 10% "Rehabilitation Plan update," 9.09% of the pension contribution payment will not be considered when calculating future benefits) of the combined amount of minimum weekly scale plus each individual musician's personal seniority rate. Additional pension contributions required by AFM electronic media agreements shall be made by the Association. The Association agrees to comply with the terms of the Fund's participation Agreement.

In addition, the Association shall contribute an additional 1% of the combined amount of minimum weekly scale plus each individual musician's personal seniority rate to one of the 401(a) accounts administered by the Association.

958124002	BALTIMORE SYMPHONY ORCHESTRA CBA REHAB 2
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5.6 Pension Plan

D. American Federation of Musicians and Employers' Pension Fund

1. The employer signing this agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earning from the Employer, effective as of the date (or dates) set forth below and in accordance with the terms and conditions described herein:
2. Effective September 12, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), and in accordance with the Rehabilitation Plan update adopted by the Board of Trustees of the Fund as of June 2018, which is incorporated herein by reference. Specifically, the employer's contribution rate will increase as follows:
3. Tenured and Probationary Musicians

The Association shall make pension contributions to the AFM-EP Fund on behalf of each covered employee. For the term of this Agreement the amount shall be five and a half percent (5.50%) (inclusive of both the 9% "Rehabilitation Plan" additional contribution and the 10% "Rehabilitation Plan update," 9.09% of the pension contribution payment will not be considered when calculating future benefits) of the combined amount of minimum weekly scale plus each individual musician's personal seniority rate. Additional pension contributions required by AFM electronic media agreements shall be made by the Association. The Association agrees to comply with the terms of the Fund's participation Agreement.

In addition, the Association shall contribute an additional 1% of the combined amount of minimum weekly scale plus each individual musician's personal seniority rate to one of the 401(a) accounts administered by the Association.

713528002	BAROQUE MUSIC FESTIVAL CBA REHAB 2
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E. PENSION:

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

716028002	BAROQUE MUSIC FESTIVAL CBA REHAB 2
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E. PENSION:

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

714011002	BAY STREET THEATRE CBA REHAB 2
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(2) Pension:

- a. This is in compliance with the Pension Rehabilitation Plan. The Employer agrees to contribute an amount equivalent to 11.90% (inclusive of the .9% additional contribution required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan) of each employee's wages (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.
- b. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days following the rendering of services for which

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

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

714256001	BECOMING NANCY LLC RECORDING OF PRE BROADWAY PROMOTIONAL TRACKS FOR PRODUCTION OF BECOMING NANCY
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2. Pension Fund Contribution - ("Employer") agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 12.81% of the wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

958141002	BERKELEY SYMPHONY ORCHESTRA CBA REHAB 2
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11. PENSION

The Employer agrees to contribute an amount equal to 9.625% to the AFM-EP Fund (American Federation of Musicians and Employers Pension Fund) of all wages, including overtime, premiums and doubling, inclusive of all amounts required by the Fund's Rehabilitation plan.

959725002	BERNADETTE PETERS PRODUCTIONS INC TOURING AGRMT REHAB 2
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3. Pension

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

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

958656002	BEVERLY HILTON HOTEL CBA PART 2 REHAB 2
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C. Pension Contributions: The Employer shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 12.1% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

72939001	BIG APPLE PERFORMING ARTS CBA
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ARTICLE 9 — PENSION

The Employer agrees to contribute an amount equivalent to the following percentage of each employee's wages as defined in

Article 7 with the exception of 7G, Carriage of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

9/12/13 - 9/11/14
16.35%

9/12/14 - 9/11/15
Current Local 802
Single Engagement
Classical Wage Scale
in effect at the time
services are rendered.

9/12/15 - 9/11/16
Current Local 802
Single Engagement
Classical Wage Scale
in effect at the time
services are rendered.

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

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

714513002	BIG APPLE PERFORMING ARTS CBA REHAB 2
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ARTICLE 9 — PENSION

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

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

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

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

75968001 BIGTOP WORKS LLC DBA BIG APPLE CIRCUS CBA

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

75968002	BIGTOP WORKS LLC DBA BIG APPLE CIRCUS CBA REHAB 2
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A. Pension

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

715859002	BILL PARISH ENTERPRISES INC CBA REHAB 2
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The agreement between AFM Local 20-623 and BILL PARISH ENTERPRISES INC with a duration of 1/1/2019 to 12/31/2019 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 17.985% 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.

Dated:

Dated: November 22, 2019

Union:

Employer:

Title:

Title:

PRESIDENT

959271002	BILL PARISH ENTERPRISES INC CBA REHAB 2
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The agreement between AFM Local 20-623 and BILL PARISH ENTERPRISES INC with a duration of 1/1/2019 to 12/31/2019 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 17.985% 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.

Dated:

Dated: *November 22, 2019*

Union:

Employer:

Title:

Title:

PRESIDENT

954064001	BOSTON BALLET COMPANY CBA
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F. AFM PENSION PLAN AND DEFERRED COMPENSATION PLAN

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

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

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

959367002	BOSTON BALLET COMPANY CBA REHAB 2
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The agreement between AFM Local 9-535 and BOSTON BALLET INC with a duration of 9/1/2019 to 8/31/2020 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

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.

79810001	BOSTON BAROQUE INC CBA
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7.4 PENSION

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

payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. After April 1, 2011 the pension contribution shall be ~~11.88%~~ of wages earned.

954063001 BOSTON LYRIC OPERA COMPANY CBA

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

959370002	BOSTON LYRIC OPERA COMPANY CBA REHAB 2
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12.13 AFM Pension Plan

On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) a percentage of all scale wages earned under this Agreement. AFM-EPF contribution will be 13.75%. 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.

- 12.13.1** Each pension payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. Such form will be supplied by the Union. All contributions to the AFM-EPF shall be paid no later than the fifteenth (15th) day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

79143001	BOSTON MIDSUMMER OPERA CBA
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VIII. WORK DUES AND PENSION

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

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

	BOSTON MIDSUMMER OPERA CBA REHAB 2

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

79762001	BOSTON MODERN ORCHESTRA PROJECT CBA
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V. WORK DUES AND PENSION

BMOP agrees to withhold and submit to the Union the current applicable work dues percentage of Musicians' total scale wages by the fifteenth (15th) day of the month following the month in which services were performed. This amount shall be transmitted by one separate check made payable to "AFM Local 9-335."

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

958651002

BOSTON OPERA HOUSE VENTURES LLC CBA REHAB 2

Section 4. Pension

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

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

4.10. Pension and Basic Deduction

958094002	BOSTON PHILHARMONIC ORCHESTRA CBA AUTO RENEWAL EXTENSION REHAB 2
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The agreement between AFM Local 9 535 and BOSTON PHILHARMONIC ORCHESTRA CBA with a renewed duration of 9/1/2018 to 8/31/2021 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 15.40% 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.

76032001	BOSTON SYMPHONY ORCHESTRA CBA
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B. The Corporation shall, in addition, contribute 8% of his non-media earnings for each extra player to the AFM - Employers' Pension Fund.

74541001

BROADWAY IN ATLANTA CBA

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

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

953625001	BROADWAY IN CHICAGO CBA
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TWELFTH: PENSION

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND for the duration of this Agreement an amount equal to sixteen percent (16%) of the gross weekly pay (including vacation pay) of each Musician for the term of the Agreement. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid, including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

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

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

959750002	BROADWAY IN CHICAGO CBA REHAB 2
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TWELFTH: PENSION

The Employer shall pay to the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND for the duration of this Agreement an amount equal to sixteen percent (16%) of the gross weekly pay (including vacation pay) of each Musician for the term of the Agreement. Such payments shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the Musicians on whose behalf contributions are paid including the Musician's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require.

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

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

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

958089002

BRONX ARTS ENSEMBLE CBA REHAB 2

- ... pay ... new pro centers with a minimum call of two (2) hours.
5. **Article 10: Pension:**
AFM-EPF new rehab plan announced in June 2018, requiring 10% additional pension payments from all employer participants, unallocated. Old rate is 16.35%. The new rate is **17.99%**

713423002	BUENA VISTA THEATRICAL GROUP FROZEN TRACKS RECORDED FOR PROMOTIONAL PURPOSES AGRMT REHAB 2
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- (v) Pension Fund contribution is 14.39% of scale wages
 - (c) All payments shall be filed on a properly completed AFM B-7 Report Form, with the completed form and payments filed with the AFM, 1501 Broadway, 9th Floor, New York, NY 1006.
 - (d) Apart from the foregoing, no other fees or usage payment whatsoever shall become payable in connection with the uses permitted under this Agreement.
- (l) Pension Fund Contribution – Employer agrees to be bound by the Trust Indenture dated 10/2/59, as amended, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians covered by this letter of Agreement an amount equal to either 12.81% or 14.39% (see paragraph 5(a)(v) or 5(b)(v) whichever is applicable of scale wages earned by said musicians. The above described contribution rates shall be deemed to include the contributions required under the Pension Fund Rehabilitation Plan.

72569001	BUFFALO PHILHARMONIC ORCHESTRA CBA
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ARTICLE XV. PENSION PLAN

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

713169002

BUGLERS AGREEMENT REHAB 2

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

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

715623002

BUGLERS AGREEMENT REHAB 2

A. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 17.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future

benefits. Contributions shall be made by separate check payable to the AFM-EPF Fund, and shall be made not later than the 15th day of the month following the month in which the services were performed by the musician.

711921002	CALIFORNIA MUSICAL THEATRE CBA REHAB 2
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Section X – Pension

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

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

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

958144002	CALIFORNIA SYMPHONY ORCHESTRA CBA REHAB 2
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ARTICLE 17: PENSION

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

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

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

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

717306002	CARLYLE HOTEL HOTEL USERS OF MUSIC CBA REHAB 2
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C. Pension

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

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

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

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

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

958143002	CASA MANANA INC CBA REHAB 2 PART 2
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Employee Pension Funds.

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

Beginning August 1, 2018, the Employer will contribute 14.3880% 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.

77435001

CENTER STAGE ASSOCIATES CBA

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

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

79838001

CENTER THEATRE GROUP AHMANSON THEATRE CBA

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

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

710514001 CENTRAL CITY OPERA HOUSE ASSOCIATION CBA

ARTICLE VIII - PENSION

8.1 Contribution Amount

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

8.2 Covered Employees

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

8.3 When Contributions Shall Be Paid

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

8.4 How Contributions Shall Be Remitted

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

8.5 Other Information the Association Must Provide

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

959273002	CHAMBER MUSIC NORTHWEST CBA REHAB 2
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The agreement between AFM Local 99 and CHAMBER MUSIC NORTHWEST with a duration of 1/1/2019 to 12/31/2019 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute 5.9950% 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.

713947002	CHAMBER MUSIC SOCIETY OF ST LOUIS CBA REHAB 2
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5. The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be:

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

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

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

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

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

6. Minimum Rehearsal Performance and Broadcast Wages:

958466002

CHAMELEON ARTS ENSEMBLE CBA REHAB 2

VII. WORK DUES AND PENSION

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

CAE agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers Pension Fund (AFM-EPF). CAE further agrees to contribute to the AFM-EPF, on behalf of each Musician, 15.40% of each Musician's total wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.00% of these contribution payments when calculating future benefits for the Musicians.

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

716109002	CHARLES AND MARILYN BERNHARDT SOUP AND SONG PRODUCTIONS CBA REHAB 2
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2. PENSION

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

Specifically, the Employer will contribute ~~11.99%~~ of each employee's scale wages, as defined in Article 1 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund / AFM-EPPF, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the Fund.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. the check and remittance information shall be transmitted to Local 1000 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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



959280002	CHARLES AND MARILYN BERNHARDT SOUP AND SONG PRODUCTIONS CBA REHAB 2
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The agreement between AFM Local 99 and CHAMBER MUSIC N
to 12/31/2019 shall be specifically amended to acknowledge th

The employer will contribute 5.9950% of scale wages, inclusive
Rehabilitation Plan. The Fund will not consider 9.09% of these c
future benefits.

76975001	CHARLOTTE SYMPHONY ORCHESTRA SOCIETY CBA
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6. **Pension:** The provisions of Article VII.D. will be replaced by updated language previously agreed upon by the parties, to wit: "Effective February 27, 2014 ("Effective Date"), CSO shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contributions 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 on the Effective Date to 8.72%."

956049001

CHAUTAUQUA INSTITUTION CHAUTAUQUA SYMPHONY ORCHESTRA CBA

16.17 Pension

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

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

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

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