

79827002	HAWAII SYMPHONY ORCHESTRA CBA REHAB 2
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28.1 The Employer signing this Master 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 Master Agreement in an amount equal to the following specified percentages of all W2 wages, **excluding any income on which pension has already been paid**, earned from the Employer, effective as of the dates set forth below, and in accordance with the terms and conditions described herein:

Effective Date:	Contribution Rate:
July 1, 2011	8%

28.2 The Employer is party to a collective bargaining agreement (CBA) with the Association. This AFM-EPF agreement (Article 28) covers every employee for whom the CBA requires contributions. By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination.

28.3 Effective July 1, 2011 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule 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.

28.4 Each contribution shall be paid to the Fund no later than five (5) days after the end of the month following the calendar quarter in which those services were rendered.

28.5 All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to the Association for forwarding to the Fund, provided that the Association is then party to the Fund's "Cash Receipts Procedures for Locals that Receive Pension Contributions Directly from Employers." If the Association is not then a party to those Cash Receipts Procedures, all checks shall be sent directly to the AFM-EPF, Bank of New York, P.O. Box 19155A, Newark, NJ 07195-0155.

28.6 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 dates of the engagements for which pension contributions are being paid, the amount of W2 wages on 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 the CBA.

28.7 The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of September 29, 1994, and as it may be further amended from time to time; the American Federation of Musicians and Employers' Pension Plan, as amended and restated effective as of April 1, 1989, and as it may be further amended from time to time; and all rules and policies promulgated pursuant thereto by the Board of Trustees or its duly authorized committees (such Agreement and Declaration of Trust, Plan document, and rules and policies being collectively referred to hereafter as the "Plan Documents"). The Plan Documents are hereby and expressly incorporated by reference into this agreement in their entirety.

28.8 The Employer agrees to permit representatives of the Fund to conduct periodic audits of its accounting books and records and related supporting documentation and such other records as

710454001	HILTON HEAD SYMPHONY ORCHESTRA CBA
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ARTICLE 8: PENSION

8.1 The Society shall pay into the American Federation of Musicians Pension Plan on behalf of each musician, the following amounts, based on scale wages only to those covered by this agreement. As a continuing employer, The Society agrees to accept the terms of the AFM-EPF Rehabilitation Plan.

2008-09	2009-10	2010-11
9%	9%	9.36%, beginning June 1, 2010
		9.81%, beginning April 1, 2011

(this pension funding is in addition to the FICA paid by the Society, currently 7.65%)

73798001	HOLLYWOOD BOWL ORCHESTRA CBA
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J. **Pension:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 10% of that Musician's scale wages.

958666002	HOLLYWOOD BOWL ORCHESTRA CBA REHAB 2
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- J. **Pension:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 10% of that Musician's scale wages.

72944001	HORA DECIMA BRASS ENSEMBLE CBA
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ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to the percentage listed below of each employee's wages as defined in Article 8 with the exception of 8H Cartage and 8Ib Mileage of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

10/1/16
to 9/30/17
16.35%

10/1/17
to 9/30/18
16.35%

10/1/18
to 9/30/19

Current Local 802 Single
Engagement Classical
Wage Scale reimbursement
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.

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 the contribution schedules, which is incorporated by reference into and made a part of this Agreement. The current rehabilitation schedule requires pension contribution 16.35%, such rate of contribution to be reviewed by the AFM-EPF as of April 1, 2012.

714392002	HORA DECIMA BRASS ENSEMBLE CBA REHAB 2
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Pension:

- c. The most recent update to the AFM-EPF rehabilitation plan (June 2018) requires a 10% increase in employer contributions. The Employer agrees to contribute an amount equivalent to 17.99% of each employee's wages.

72474001	HORACE BUSHNELL MEMORIAL HALL CORPORATION CBA
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PENSION

During each week of employment of one or more Union musicians, the Employer shall contribute to the American Federation of Musicians & Employer's Pension Fund a sum equal to that noted below based on each musician's gross wages, not including cartage.

Effective July 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contributions 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 07/17/2016	Effective 07/01/2017	Effective 07/01/2018
Employer Contribution Rate	12%	12%	12%
Rehabilitation Plan Increase (of Employer rate)	109%	109%	109%
Cumulative Rate	13.08%	13.08%	13.08%

The cumulative rate in effect upon expiration of this Agreement shall neither increase for the duration of the Rehabilitation Plan nor be considered the basis from which subsequent negotiations will commence.

Checks shall be made payable to the AFM & EP Fund and shall be sent, monthly, to the Union along with the names of the covered musicians. The Employer shall not be held liable for the management or safekeeping of these funds once disbursed to the Union.

958702002	HORACE BUSHNELL MEMORIAL HALL CORPORATION CBA REHAB 2
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PENSION

During each week of employment of one or more Union musicians, the Employer shall contribute to the American Federation of Musicians & Employer's Pension Fund a sum equal to that noted below based on each musician's gross wages, not including cartage.

Effective July 1, 2019 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of musicians it employees within the jurisdiction of AFM Local 400 at the rate required by Rehabilitation Plan adopted by the Trustees of the AFM-EPF on April 1, 2018 of fourteen and three hundred thirty-eight thousandths percent (14.388%) of each employee's gross compensation. Of the contribution rate of fourteen and three hundred thirty-eight thousandths percent (14.388%) of gross wages, the AFM-EPF will not consider nine and nine hundredths percent (9.09%) of these contribution payments when calculating future benefits.

Accordingly, Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules and policies thereunder), as amended, or as may be amended from time to time (the "Trust," collectively). Thus, Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the Jurisdiction of AFM Local 400, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Employer's payroll and wage records (at the AFM-EPF's expense) to verify the accuracy of the contributions made.

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

	Effective 7/1/2019	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
Employer Contribution Rate	12%	12%	12%	12%	12%
Rehabilitation Plan Increase (of Employer rate)	119.9%	119.9%	119.9%	119.9%	119.9%
Cumulative Rate	14.388%	14.388%	14.388%	14.388%	14.388%

71788001

HOTEL USERS OF MUSIC CBA

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.

73477001	HOUSTON BALLET FOUNDATION CBA
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Section 14. RETIREMENT PLAN CONTRIBUTION

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

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

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

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

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

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

78626001	HOUSTON JAZZ ORCHESTRA CBA
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Article VII. PENSION FUND (AFM-EPF)

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employer's Pension Fund (the "Fund," or AFM-EPF) on behalf of each employee covered by this agreement. Henceforth, the pension contribution for the 2016 – 2017 Agreement will be 5.45%, which reflects the 5% pension contribution negotiated as part of this Agreement plus the 9% additional contributions required by the AFM-EPF Rehabilitation Plan. In the event that the Fund no longer requires additional contributions, the pension rate will revert to 5%.

959324002	HOUSTON JAZZ ORCHESTRA CBA REHAB 2
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Article VII. PENSION FUND (AFM-EPF)

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this agreement, shall make pension contributions to the American Federation of Musicians and Employer's Pension Fund (the "Fund," or AFM-EPF) on behalf of each employee covered by this agreement. Henceforth, the pension contribution for the 2016 – 2017 Agreement will be 5.45%, which reflects the 5% pension contribution negotiated as part of this Agreement plus the 9% additional contributions required by the AFM-EPF Rehabilitation Plan. In the event that the Fund no longer requires additional contributions, the pension rate will revert to 5%.

958379002	HOUSTON SYMPHONY SOCIETY CBA REHAB 2
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XVII.1 Retirement Benefits

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

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

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

American Federation of Musicians and Employer's Pension Fund - Exhibit Section 7.07				
Group #	PDF #	Item #	Agr ID	Agreement Name

AFMEPF0896

1	2	68	953139001	HUNTINGTON THEATRE COMPANY CBA
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1.3 Union Pension

The Employer agrees to contribute to the American Federation of Musicians Employers' Pension Fund ("AFM-EPF") an additional 11.99% of wages earned by each Musician performing musical services, and transmit to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed.

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

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

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

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

RECEIVED
AFM-EPF

958654002	ILLINOIS PHILHARMONIC ORCHESTRA CBA REHAB 2
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PENSION

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

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

Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part thereof and agrees, when employing musician covered by this Agreement within the jurisdiction of Local 10-208 and 37, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF

to conduct an audit of the Illinois Philharmonic's payroll and wage records to verify the accuracy of the contributions made.

Contributions shall be made in the following amount: (7.194% which is inclusive of all amounts required by the Fund's Rehabilitation Plans). The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

959293002	INDIANAPOLIS CHAMBER ORCHESTRA CBA REHAB 2
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19.9 - Pension

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

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

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

Contributions will be as follows:

Effective July 1, 2019 – 7.2%

846008001	INDIANAPOLIS SYMPHONY SHINE A LIGHT PROJECT USE OF MUSIC AT LIGHT SHOW PRESENTATION AGRMT
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- 3) Pension Fund Contribution: The Employer agrees to be bound by the Trust Indenture Agreement dated 10/2/59, as amended, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Employer, an amount equal to 12.81% of the scale wages earned by said musicians.

715079002	INSIDE BROADWAY CBA REHAB 2
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6. **PENSION**

A. The most recent update to the AFM-EPF rehabilitation plan (June 2018) requires a 10% increase in employer contributions, such additional contributions to be unallocated. The amount of such increases will inure to the plan itself and not a musicians account. The employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10.45% (9.5 + 10%) of each musician/employee's wages as defined in the CBA.

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

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

710452001	INTERNATIONAL PERFORMERS INC CBA
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5. Pension

The Employer agrees to contribute to participate in and contribute to the American Federation of Musicians and Employers' Pension Fund on behalf of all musicians for all compensation earned, based on the minimums set forth above. Pension contributions shall be 12% of the minimum per-show and rehearsal rates. This rate is inclusive of the .9% increase as agreed to in the pension rehab supplemental agreement, and shall be remitted to Fund on a monthly basis. Said contributions shall be remitted no later than the 15th day of the month following the month for which the contributions are due. It shall be the duty of the employer to transmit the pension contribution together with the appropriate forms to the Touring Division of the American Federation of Musicians.

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

76806001	JACKSONVILLE SYMPHONY ASSOCIATION CBA
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ARTICLE 22. PENSION

The Association shall contribute the percentages set forth below for the periods indicated of all Musicians' earnings of whatever nature set forth in this Agreement to the American Federation of Musicians and Employers' Pension Fund created pursuant to the Trust Indenture dated October 2, 1959, as heretofore amended, and shall further submit such reports in such form as the Trustees of the AFM-EPF may reasonably require and make its records available for such reasonable audit by the Trustees as they may require. The above-referenced contributions shall be made and remitted quarterly on each individual Musician's behalf based on his/her gross earnings under this Agreement in the amounts of:

The Association shall contribute to the American Federation of Musicians and Employers' Pension Fund in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"). The contribution rate will remain an all-inclusive 6.75% for the duration of this agreement, which includes the .09% surcharge mandated by the 2010 Rehabilitation Plan. The Federation and the Trustees of the AFM-EPF, or either of them, shall have the right to enforce the provisions of this Section.

954621001	JAY OH PRODUCTIONS INC CBA
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ARTICLE 4. PENSION

The Employer agrees to contribute to the American Federation of Musicians & Employers' Pension Fund a sum equal to sixteen point three five percent (16.35%) of each musician's gross wages as specified on monthly payroll forms which shall be defined as scale wages. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within thirty (30) days of the last day of the month in which services were rendered, and for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer also agrees to adopt the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

75831001	JAZZ AT LINCOLN CENTER CBA
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ARTICLE 5 – PENSION BENEFITS

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

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

C. The Employer shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. In addition, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

713318001

JAZZ FOUNDATION OF AMERICA A GREAT NIGHT IN HARLEM CBA

...travel, transportation, parking and etc.

Article IV. PENSION

The Employer agrees to contribute an amount equivalent to eleven point one seven two five percent (11.1725%) of each employee's gross wages, which is defined as total compensation, which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within thirty (30) days of the last day of the month in which services were rendered, and for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer also agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959, and as it may be amended from time to time, which is incorporated by reference into this Agreement. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

954621002	JAY OH PRODUCTIONS INC CBA REHAB 2
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ARTICLE 4. PENSION

The Employer agrees to contribute to the American Federation of Musicians & Employers' Pension Fund a sum equal to sixteen point three five percent (16.35%) of each musician's gross wages as specified on monthly payroll forms which shall be defined as scale wages. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employer's Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within thirty (30) days of the last day of the month in which services were rendered, and for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer also agrees to adopt the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.

75964001	JAZZ FOUNDATION OF AMERICA MONDAY NIGHT JAZZ JAM CBA
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ARTICLE 4 - PENSION

The Employer agrees to contribute an amount equivalent to ten point nine percent (10.9%) of each employee's gross wages, as referred to in article three (3) of this agreement, which is defined as total compensation, which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund (the Fund). All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days of the last day of the month in which services are rendered, and for which such services contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein, and made part of this agreement, by reference, as though set forth in full. In addition, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein, and made part of this agreement, by reference.

75964001	JAZZ FOUNDATION OF AMERICA MONDAY NIGHT JAZZ JAM CBA
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~~ARTICLE 4 - PENSION~~

ARTICLE 4 - PENSION

The Employer agrees to contribute an amount equivalent to ten point nine percent (10.9%) of each employee's gross wages, as referred to in article three (3) of this agreement, which is defined as total compensation, which shall be considered to be scale wages, to the American Federation of Musicians and Employers' Pension Fund (the Fund). All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days of the last day of the month in which services are rendered, and for which such services contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

The Employer shall be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein, and made part of this agreement, by reference, as though set forth in full. In addition, the Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein, and made part of this agreement, by reference.

958476002	JB NEW WORLD LP JERSEY BOYS COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT REHAB 2
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ii. \$192 per musician weekly cap

(4) Pension:

- a. This is in compliance with the Pension Rehabilitation Plan. The Employer agrees to contribute an amount equivalent to 10.79% (inclusive of the .9% additional contribution required by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan) of each employee's wages as defined in Article 2. of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.
- b. All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within 30 days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.
- c. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

710725002

JOHN F KENNEDY CENTER FOR THE PERFORMING ARTS CBA REHAB 2

Article V- Section 5.A- Revise

In compliance with the Pension Protection Act of 2006, the Center will adjust Pension as dictated by the Rehabilitation Plan of the AFM-EPF. Therefore, the Center adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be an additional 1.125% of all monies earned, and pursuant to the June 2018 update to the Rehabilitation Plan a further 1.3625% of all monies earned, including doubling, overtime, etc., and first chair or other overscale pay, ("Supplemental Contributions") for a total effective rate of contribution of 14.9875%.

72469001	KALAMAZOO SYMPHONY ORCHESTRA CBA
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16.8 – Pension. The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each tenured regular member in an amount equal to 5.45% of scale wages. Each contribution shall be paid to the Fund not later than August 31 for the season ending on that date and shall be accompanied by a remittance form specifying, for each musician for whom pension is payable, the musician's name and social security number, the earnings on which pension is paid, and the amount of pension paid. The Employer shall abide by the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, which is hereby incorporated by reference into this agreement, and as a continuing employer the Employer continues to adopt the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund.

959366002	KALAMAZOO SYMPHONY ORCHESTRA CBA REHAB 2
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16.8 - Pension. The Employer shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each tenured regular member in an amount equal to 5.45% of scale wages. Each contribution shall be paid to the Fund not later than August 31 for the season ending on that date and shall be accompanied by a remittance form specifying, for each musician for whom pension is payable, the musician's name and social security number, the earnings on which pension is paid, and the amount of pension paid. The Employer shall abide by the terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, which is hereby incorporated by reference into this agreement; and as a continuing employer, the Employer recognizes its obligations under applicable law to adopt the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund.

76572001	KANSAS CITY SYMPHONY CBA
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F. Pension

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

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

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

845917002	KEY BRAND THEATRICAL GROUP INC BROADWAY ACROSS AMERICA LCL 8 CBA PART 2 REHAB 2
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9. AFM-EPF: As a Continuing employer the Employer continues to adopt the rehabilitation Plan of the AFM-EPF and further agrees to pay the 2018 surcharge of 10%. In accordance with the contribution schedule of the rehabilitation plan adopted by the American Federation of Musicians and Employers Pension Fund (AFM-EPF) Board of Trustees on April 15, 2010 (the "2010 Rehabilitation Plan") and the parties' supplemental agreement dated July 16, 2010, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an amount equal to 8.72% of all scale wages earned under this Agreement on behalf of each musician covered under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service agreement wages. In the event the 2010 Rehabilitation Plan is cancelled or modified by the AFM-EPF Board of Trustees during the term of this agreement, the parties agree that the employer's contribution may change, subject to the terms of a new supplemental agreement, provided that any such change

conforms to the terms of cancellation or modification of the 2010 Rehabilitation Plan as set forth by the AFM-EPF Board of Trustees and does not result in the employer's contribution falling below 8% of scale wages.

Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EP shall be paid to the AFM-EP at the conclusion of the production. All information sent to the AFM-EP shall be copied to the Union. As a contributing employer to the AFM-EP, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension.

713880002	KGM THEATRICAL ROCK OF AGES COMMERCIAL OFF BROADWAY AREA STANDARDS AGRMT REHAB 2
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IX. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on June 2018, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution shall be the following percentage of each musician's/employee's wages as defined in Article IV (wages) and V (vacation) of the CBA: 12.5% inclusive of the .9% surcharge.

710021001	LAGUNA PLAYHOUSE CBA
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16. AFM PENSION: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* ("AFM-EPF") (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein by reference. Specifically, the Employer's contribution rate will be 10.9%, which shall be deemed to include all payments required by the Pension Fund Rehabilitation Plan.

74150001	LAKE FOREST SYMPHONY CBA
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8.9 Pension. The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to eleven and ninety-nine hundredths percent (11.99%) of the gross pay of each Musician. Such payments shall be forwarded weekly to the Local the week following the week for which the payment is made. The Employer shall send contemporaneously with that payment information relating to the Musicians on whose behalf contributions are paid, including the Musician's name, social security number, wages and such other information the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

The Employer hereby ratifies and agrees to be bound by all actions taken and to be taken by the said Board of Trustees pursuant to the Powers granted them by the Trust Agreement. The Fund shall provide pension benefits according to the American Federation of Musicians' and Employers' Pension Fund Plan, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made a part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to be incorporated herein as if a part hereof.

959321002	LAKE FOREST SYMPHONY CBA REHAB 2
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8.9 Pension. The Employer shall pay to the American Federation of Musicians' and Employers' Pension Fund an amount equal to thirteen and one hundred and eighty-nine thousandths percent (13.189%) of the gross pay of each Musician, inclusive of all amounts required by the Fund's Rehabilitation Plans. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. Such payments shall be forwarded weekly to the Local the week following the week for which the payment is made. The Employer shall send contemporaneously with that payment information relating to the Musicians on whose behalf contributions are paid, including the Musician's name, social security number, wages and such other information the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by the terms and conditions of the Trust Agreement creating the American Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

710920002	LAKE GEORGE OPERA FESTIVAL INC CBA REHAB 2
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7.10 Pension: On behalf of each musician covered under this agreement, OS shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to 6.54%, inclusive of rehabilitation, of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal services contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall

be paid no later than the thirtieth day of the month in which services have been performed. As a contributing employer to the AFM-EPF, OS agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund.

76080001	LAMPLIGHTERS MUSIC THEATRE CBA
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12. BENEFITS

12.1 PENSION: Employer agrees to pay an amount equal to eight percent (8%) of all wages, payable to the American Federation of Musicians and Employers Pension Fund (AFM-EPF), for each Musician employed by Employer. Each payment shall be accompanied by the appropriate personnel form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed, and shall be sent to the Union. All contributions to the AFM-EPF shall be paid no later than the last day of the month following the month in which the last service of the production or set was performed. As a contributing employer to the AFM-EPF, Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Employer shall receive notification of any amendment(s) to said Agreement and Declaration of Trust in a timely manner.

Effective June 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the

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

Effective on the Effective Date, the Employer's contribution rate will be 8.32%.

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

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in Section 12.1, paragraph 1 of this Agreement (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

959765002	LAMPLIGHTERS MUSIC THEATRE CBA REHAB 2
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12.1 PENSION: Employer agrees to pay an amount equal to eight percent (8%) of all wages, payable to the American Federation of Musicians and Employers Pension Fund (AFM-EPF), for each Musician employed by Employer. Each payment shall be accompanied by the appropriate personnel form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed, and shall be sent to the Union. All contributions to the AFM-EPF shall be paid no later than the last day of the month following the month in which the last service of the production or set was performed. As a contributing employer to the AFM-EPF, Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. Employer shall receive notification of any amendment(s) to said Agreement and Declaration of Trust in a timely manner.

Effective June 1, 2010 ("Effective Date"), Employer will contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the

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

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

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in Section 12.1, paragraph 1 of this Agreement (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

953190001	LAS COLINAS SYMPHONY ORCHESTRA CBA
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7.7 Pension Benefits. The Association shall contribute an amount equal to the percentages set forth in Exhibit I annexed hereto on behalf of each musician and librarian covered by this agreement to the American Federation of Musicians and Employers' Pension Fund created pursuant to trust indenture dated October 2, 1959.

EXHIBIT I

Minimum Compensation (per service)

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

958130002	LAS VEGAS PHILHARMONIC CBA REHAB 2
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G. Pension Contributions: On behalf of each Musician under this Agreement, the LVP shall contribute to the American Federation of Musicians and Employers' Pension Fund (AFM-EP Fund), an amount equal to ten and nine-tenths (10.9) percent of all scale wages earned under this Agreement, i.e., excluding any additional compensation negotiated by individual Musicians in their PSAs. Each payment shall be accompanied by the appropriate personnel and/or AFM "B" Report Forms, setting

Page 9 of 41

forth for each Musician on behalf of whom pension contributions are being made, the Musician's name, social security number, date (or month) of Service(s) covered, and the amount contributed. A copy of this report shall be sent simultaneously to the Union. All contributions to the AFM-EP Fund shall be paid concurrently with the payroll. As a contributing employer to the AFM-EP Fund, the LVP shall comply with—and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers' Pension Fund.

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

713344002	LATSHAW PRODUCTIONS CBA REHAB 2
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ARTICLE 5: PENSION

A. Latshaw Productions agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) on behalf of Musicians it employs within the Jurisdiction of AFM Local 60-471 at the rate (6%) of the wages set forth in Schedule A. Latshaw specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof, and agrees, when employing Musicians covered by this agreement within the Jurisdiction of AFM Local 60-471, to provide reasonable access to all information that the AFM-EPF may require and to permit the AFM-EPF to conduct an audit of payroll and wage records (at the expense of the AFM-EPF) to verify the accuracy of the contributions made.

B. Latshaw Productions shall submit pension payments, along with AFM-EPF approved remittance forms, to the AFM, Local 60-471. The money so contributed shall be mailed to the Union's President/Secretary in such a manner as to be received as soon as possible after the engagement but not later than the fifteenth (15th) day of the calendar month in which the deductions are made.

716528002	LDK PRODUCTIONS LLC HIT HER WITH THE SKATES AT ROYAL GEORGE THEATRE CBA REHAB 2
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PENSION - THE EMPLOYER shall pay to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND an amount equal to ELEVEN AND 2/10 percent (11.2%) of the Employer's gross weekly payroll for all employees covered by this Agreement which includes all Rehabilitation Plans. The Fund will not consider 9.09% of the contribution payment when calculating future benefits. Such payment shall be forwarded weekly to the Office of the Union during the week following the week for which the payment is made. The Employer shall file contemporaneously with the aforesaid payment information relating to the employees on whose behalf contributions are paid, including the employee's name, social security number, wages and such other information which the Trustees of the Fund may reasonably require. The Employer adopts and agrees to be bound by all the terms and conditions of the Trust Agreement creating the AMERICAN FEDERATION OF MUSICIANS' AND EMPLOYERS' PENSION FUND, dated October 2, 1959, as amended from time to time, as fully as if the Employer were an original party thereto.

958470002	LEWISVILLE LAKE SYMPHONY CBA REHAB 2
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6.6 Pension Benefits. The Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and any updates thereto (the "rehabilitation plan"), which is incorporated herein by reference. Specifically, the Employer's contribution rate shall increase as follows:

Beginning August 1, 2018, the Employer will contribute 8.80% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

719470002	LINCOLN CENTER THEATER FLYING OVER SUNSET AT VIVIAN BEAUMONT THEATER CBA REHAB 2
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- 2) The minimum pension contribution on behalf of each musician through and including March 1st, 2020 shall be 10.9%. Commencing March 2nd, 2020, the minimum pension contribution shall be 11.99% of all wages (this is inclusive of the pension rehabilitation rate).

715111002	LINCOLN CENTER THEATER IN THE GREEN AT THE CLAIRE TOW THEATER CBA REHAB 2
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VII. PENSION

A. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10.79% of each musician/employee's wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund. The Employer will contribute 10.79% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

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

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

719719002	LINCOLN CENTER THEATER INTIMATE APPAREL AT MITZI NEWHOUSE THEATRE CBA REHAB 2
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IX PENSION

- A. The Employer agrees contribute 10.79% of each employee's scale wages as defined in Articles IV and VII of this Agreement to the American Federation of Musicians and Employers' Pension Fund. This payment is inclusive of all amounts required by the Fund's rehabilitation Plan.
- B. 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 in June 2018, including all contribution schedules, which is incorporated here by reference.
- C. All contributions to the Fund shall be made by check payable to **the AFM-EPF** (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to **Local 802 AFM** for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable or within fourteen (14) days following the execution of this agreement whichever is later. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.
- D. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employer's Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.

79517001	LITTLE ORCHESTRA SOCIETY ORPHEON INC CBA
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ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to **fifteen percent (15%)** of each Employee's wages as defined in Article 8 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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 part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the Fund as of April 1, 2012.

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.

Tax Deferred Annuity:

Subject to the approval of the Internal Revenue Service, the Employer shall sponsor or arrange for the participation of Musicians on the Primary Hiring List in a 401(K) tax-deferred annuity plan.

79517002	LITTLE ORCHESTRA SOCIETY ORPHEON INC CBA REHAB 2
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ARTICLE 10 - PENSION

The Employer agrees to contribute an amount equivalent to **fifteen percent (15%)** of each Employee's wages as defined in Article 8 of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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 part of this Agreement. The current rehabilitation schedule requires pension contribution of 16.35%, such rate of contribution to be reviewed by the Fund as of April 1, 2012.

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.

Tax Deferred Annuity:

Subject to the approval of the Internal Revenue Service, the Employer shall sponsor or arrange for the participation of Musicians on the Primary Hiring List in a 401(K) tax-deferred annuity plan.

710802001

LIVE NATION WORLDWIDE INC NYCB THEATRE AT WESTBURY CBA

B. Pension

1. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference and made a part of this Agreement. Further, the Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fun, as it may be amended from time to time, which is incorporated by reference into this Agreement.
2. All contributions to the Fund shall be made by check payable to: AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within then (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on

9

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

3. The Employer's contribution shall be the 14.17% of each musician's/employee's gross wages.

959778002	LIVE NATION WORLDWIDE INC NYCB THEATRE AT WESTBURY CBA REHAB
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B. Pension

1. The Employer adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference and made a part of this Agreement. Further, the Employer agrees to be bound by the Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fun, as it may be amended from time to time, which is incorporated by reference into this Agreement.
2. All contributions to the Fund shall be made by check payable to: AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician/employee's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within then (10) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner and or part owner of the Employer.
3. The Employer's contribution shall be the 14.17% of each musician's/employee's gross wages.

This letter shall serve as formal documentation that Live Nation Worldwide, Inc. (hereinafter "Live Nation") and the Associated Musicians of Greater New York, Local 802 (hereinafter "Union") agree that the current collective bargaining agreement between the parties that originally expired on December 31, 2019 shall be extended until December 31, 2021 due to the current COVID 19 pandemic.

We are unable to accept your extension agreement as written, as it does not include mention of the required pension contribution increase, nor the Rehab Update Compliant language (see attached).

714381002	LIVE NATION WORLDWIDE OAKDALE THEATRE CBA REHAB 2
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VII. AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS PENSION FUND (AFM-EPF)

- A. The Employer agrees to make pension contributions to the American Federation of Musicians' and Employers' Pension Fund ("AFM-EPF") on behalf of musicians it employs within the jurisdiction of AFM Local 400 at the rate required by Rehabilitation Plan adopted by the Trustees of the AFM-EPF of fourteen and thirty-eight-hundredths percent (14.388%) of each employee's gross compensation. "The contribution rate of fourteen and thirty-eight-hundredths percent (14.388%) of gross wages in the Rehabilitation Plan adopted by the Board of Trustees on April 1, 2018 is a combination of the previous contribution rate of 13.08% of gross wages that will continue to be applied towards benefit accruals for the Participants and an additional 1.3% in the form of a required enhancement by such Board of Trustees that is not applied towards benefit accruals."

Accordingly, the Employer agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended, or as may be amended from time to time (the "Trust," collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EPF Trust, which are incorporated by reference and made a part hereof and agrees, when employing musicians covered by this Agreement within the Jurisdiction of AFM Local 400, to provide reasonable access to all information that the AFM-EPF may require, and to permit the AFM-EPF to conduct an audit of the Employer's payroll and wage records (at the AFM-EPF's expenses) to verify the accuracy of the contributions made.

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

72835001	LOCKIE PRODUCTIONS LLC CBA
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M. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the employer's contribution shall be 10.9%

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

958382002	LONG BEACH CAMERATA SINGERS CBA REHAB 2
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3.7 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, at a base rate of 5% of all wages, such rate to be adjusted, however, by the following:

The Employer (Camerata) adopts the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 amended by the plan update of June 2018, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer's contribution amount shall now be 6%.

958374002	LONG BEACH OPERA CBA REHAB 2
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3.19 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, in a sum equal to 10% of all wages earned under this Agreement, subject to the following:

- (a) The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees on April 15, 2010, the June 2018 Plan update, and all contribution schedules, which are incorporated here by reference. Specifically, the Employer's contribution amount shall be 11.99%.
- (b) The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rate of 10% (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) the Non-Supplemental Agreement Rates are no longer required by the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

959754002	LONG BEACH OPERA CBA REHAB 2
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3.19 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, in a sum equal to 10% of all wages earned under this Agreement, subject to the following:

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

(b) The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rate of 10% (the "Non-Supplemental Agreement Rates") when both of the following events have occurred: (i) the Non-Supplemental Agreement Rates are no longer required by the Rehabilitation Plan of the American Federation of Musicians and Employers' Pension Fund and (ii) the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

711671002

LOS ANGELES BALLET CBA REHAB 2

G. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 11% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan.

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

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

AFMEPF0940

713268002

LOS ANGELES JAZZ SOCIETY CBA REHAB 2

D. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall contribute 8.39% of scale wages, which includes all required additional contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including an explanation of how pension contribution payments

2

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

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

73618001	LOS ANGELES JEWISH SYMPHONY CBA
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L. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is

incorporated here by reference. The Employer shall make contributions to the AFM-EPF on behalf of each Musician it employs in the amount of 11% of that Musician's scale wages.

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

958665002	LOS ANGELES JEWISH SYMPHONY CBA REHAB 2
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L. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer agrees to abide by the American Federation of Musicians and Employers' Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. The Employer will contribute 12.1% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The Fund will not consider 9.09%

of these contribution payments when calculating future benefits.

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

79324001	LOS ANGELES OPERA COMPANY CBA
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- (I) Pension Contributions: Wages from Supplemental Services shall be included in the calculation of Scale wages on which the Employer bases its pension contribution under Article VIII.K.

K. **Pension Contributions:** The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as

it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall make contributions to the Pension Fund on behalf of each Covered Musician it employs in the amount of 10% of that Covered Musician's Scale wages, plus any additional sums required under the Rehabilitation Plan adopted by the Fund's Board of Trustees on April 15, 2010.

78822001	LOS ANGELES PHILHARMONIC CBA
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Pensions

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

76838001	LOUISVILLE ORCHESTRA INC CBA
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Section 8.2 Pension

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

76838002	LOUISVILLE ORCHESTRA INC CBA REHAB 2
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Section 8.2 Pension

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

959296002	LYRIC OPERA OF CHICAGO ASSISTANT CONDUCTORS BOOK SHOW AGRMT REHAB 2
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10. Pension

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

The Opera adopts and agrees to be bound by all of the terms and conditions of the Trust Agreement creating the America Federation of Musicians' and Employers' Pension Fund, dated October 2, 1959, as amended from time to time, as fully as if the Opera were an original party thereto.

The Opera hereby ratifies and agrees to be bound by all actions taken and to be taken by the said board of Trustees pursuant to the Powers granted them by the Trust agreement.

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

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

714539002	LYRIC OPERA OF CHICAGO ASSISTANT CONDUCTORS CBA REHAB 2
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- (C) Pension. Lyric Opera of Chicago, having agreed to become a party to the agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund (the "Fund") as in effect as of the date of this agreement and including any amendments or changes thereto approved by Lyric Opera of Chicago, which is incorporated by reference into this Agreement, shall make pension contributions to the Fund on behalf of each employee covered by this Agreement in an amount equal to ten percent (10%)¹

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

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

This Agreement covers every employee for whom the Collective Bargaining Agreement requires contributions. By making contributions on behalf of an individual, the employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the fund assumes no liability for that determination. The term "scale wages" shall not include royalties, advances of other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses or mileage expenses recording budgets, or similar expense accounts or payments).

Each contribution shall be paid to the Fund no later than the 30th day of the following month, following the payment of wages for which such contributions are payable.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted to the Local Union for forwarding to the Fund.

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

958359002	LYRIC OPERA OF CHICAGO BOOK SHOW FOR CIVIC OPERA HOUSE CBA REHAB :
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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.

Dear Terry,

This is to respond to the question you have raised about the correct contribution rate for assistant conductors when working under the AMTI (Book Show) agreement.

It is Lyric's position that the first Rehabilitation Plan, which occurred in 2010, does not properly apply to the AMTI Book Show agreement, because that agreement did not exist in 2010. In 2013, we negotiated the first Book Show Agreement for Lyric's 2013 presentation of Oklahoma! and we set the pension contribution rate at 16% at that time. The second Rehabilitation Plan (in 2018) does apply. The correct contribution rate is therefore $16\% \times 110\% = 17.6\%$.

We recognize that some (not all) contributions were made at 19.184%, i.e., the rate if one applied both Rehabilitation Plan increases. But we believe this was a mistake that started with an inaccurate communication from the union to Lyric, which Lyric did not catch.

We are not aware of Lyric ever having agreed to apply the 1st Rehabilitation plan to the Book Show contract, and do not believe that the documents you have provided show otherwise

958358002	LYRIC OPERA OF CHICAGO CBA REHAB 2
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Section 7.3. Pension.

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

Notwithstanding the foregoing, as required by the Fund's Rehabilitation Plan, the Employer's contribution rate shall be 11.99%, inclusive of all amounts required by the Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

- (b) Lyric Opera of Chicago agrees to the terms of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund in effect as of the date of this Agreement, which Agreement and Declaration of Trust is incorporated herein by reference. By making contributions on behalf of an individual, Lyric warrants that it has determined that the individual is an employee covered by this Agreement, and the Fund assumes no liability for that determination.
- (c) The terms "salary" and "scale wages" shall not include royalties, advances of other payments of or reimbursements for expenses or costs incurred by the employee in connection with his or her employment (for example, promotional expenses, recording expenses, cartage expenses, or mileage expenses, recording budgets, or similar expense accounts or payments).
- (d) Each contribution shall be paid to the Fund no later than the thirtieth (30th) of the month following the month in which services were rendered for which such contributions are payable.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be transmitted directly to the Fund and a copy of the remittance forms accompanying such checks shall be contemporaneously sent to the Union.

- (e) The Opera agrees to consider future amendments to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund.
- (f) As long as Lyric maintains a deferred 403(b) arrangement for any of its other employees, Lyric will permit Musicians to participate in a Roth 403(b) arrangement if it does not involve any direct cost, Lyric does not make any contributions, and the investment vehicles available through this arrangement for musicians are no different than those provided to other employees.
- (g) Lyric will provide to the Orchestra Personnel Manager each month a copy of its current AFM- EP Fund pension contribution remittance form. Any Member may request his or her pension contribution remittance information from the Personnel Manager.

76720001	LYRIC STAGE COMPANY OF BOSTON INC CBA
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1.4 Pension

The Employer agrees to contribute to the American Federation of Musicians Employers' Pension Fund ("AFM-EPF") an additional 4.00% of wages earned by each Musician performing musical services, and transmit to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. AFM-EPF contribution will be 5.00% beginning August 1, 2017, 6.00% beginning August 1, 2019.

76720002	LYRIC STAGE COMPANY OF BOSTON INC CBA REHAB 2
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1.4 Pension

The Employer agrees to contribute to the American Federation of Musicians Employers' Pension Fund ("AFM-EPF") an additional 4.00% of wages earned by each Musician performing musical services, and transmit to the Union by one separate check, payable to AFM-EPF, by the fifteenth (15th) day of the month following the month in which the services were performed. AFM-EPF contribution will be 5.00% beginning August 1, 2017, 6.00% beginning August 1, 2019.

959734002	MAGIC PICTURES INTERNATIONAL CBA REHAB 2
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K. Pension Contributions: The Employer shall be bound by the *Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund* (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer 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 14.39%.

7374001

MANHATTAN THEATER CLUB FREIDMAN THEATRE CBA

4. Article IX – Pension

Add Paragraph D:

The Employer confirms that it is a party to a Supplemental Agreement required by the American Federation of Musicians & Employers' Pension Funds' rehabilitation plan.

715388002	MANHATTAN THEATER CLUB FREIDMAN THEATRE CBA REHAB 2
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4. Article IX – Pension

Add Paragraph D:

The Employer confirms that it is a party to a Supplemental Agreement required by the American Federation of Musicians & Employers' Pension Funds' rehabilitation plan.

7375001

MANHATTAN THEATRE CLUB STAGE I AND STAGE II CBA

VII. PENSION

A. The Employer agrees to contribute an amount equivalent to nine percent (9%) of each musician/employee's wages as defined in Article IV and Article V of this Agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund.

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

remittance information shall be transmitted to Local 802 AFM for forwarding to the Fund within fourteen (14) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part owner of the Employer.

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

715389002	MANHATTAN THEATRE CLUB STAGE I AND STAGE II THEATRE CBA REHAB 2
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4. Article VII – Pension

Add Paragraph:

The Employer confirms that it is a party to a Supplemental Agreement required by the American Federation of Musicians & Employers' Pension Funds' rehabilitation plan.

716959002	MARIN SYMPHONY ORCHESTRA CBA REHAB 2
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Article 26 PENSION

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

Effective August 15, 2015 ("Effective Date"), Association shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Association's contribution rate will increase as follows:

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.

958142002	MARIN SYMPHONY ORCHESTRA CBA REHAB 2
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Article 26 PENSION

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

Effective August 15, 2015 ("Effective Date"), Association shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, the Association's contribution rate will increase as follows:

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

959385002	MARK DULAC CBA REHAB 2
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EXTENSION of 710944002

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

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

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

79938001	MARYLAND LYRIC OPERA CBA
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ARTICLE V

The Employer signing this Agreement, having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of

Musicians and Employers' Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage (or percentages) of scale wages earned from the Employer, effective as of the date (or dates) set forth below, and in accordance with the terms and conditions described herein: 10.9% (Inclusive of all amounts required by the Fund's Rehabilitation Plan).

All contributions to the Fund shall be made by check payable to: AFM-EPF (American Federation of Musicians and Employers' Pension Fund). All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance shall be transmitted to Local 161-710 for forwarding to the Fund within ten (10) days following the rendering of services for which contributions are payable.

75559001	MASTERWORKS CHORALE OF BELLEVILLE CBA
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SECTION III
AMERICAN FEDERATION OF MUSICIANS AND
EMPLOYERS' PENSION FUND (AFM-EPF)

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

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

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

958474002	MCCLARY MUSIC FAIRMONT HOTEL SAN FRANCISCO CBA REHAB 2
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19. PENSION

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

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

Effective 8/1/2018, 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 fund will not consider 9.09% of these contribution payments when calculating future benefits.

713445002	MDP ENTERTAINMENT LLC GENERAL JACKSON SHOWBOAT PRODUCTION CBA REHAB 2
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VII PENSION

- 7.1 Pension Fund contribution – Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 11.99% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan & Updates. 9.09% of the total contribution amount will not be considered when calculating future benefits.
- 7.2 All musician/employees are covered under the AFM-EPF. According Employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended or may be amended from time to time. Employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof. Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) days of the end of the month in which the engagement occurred"
- 7.3 Accordingly, Employer agrees when employing musicians, to be bound by and hereby accepts the terms and conditions of (1) the Agreement and Declaration of Trust, dated October 2, 1959, establishing the AFM-EPF (and all plans, rules, and policies thereunder), as amended or may be amended from time to time. Employer specifically acknowledges said Trust, the terms of which are incorporated by reference herein and made a part hereof. Checks to be made payable to the AFM-EPF shall be sent to Local 257 along with the names of covered musicians within thirty (30) days of the end of the month in which the engagement occurred."

958125002	MEMPHIS SYMPHONY ORCHESTRA INC CBA REHAB 2
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**ARTICLE XVI
BENEFITS**

A. Pension: On behalf of each Musician, the MSO shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) 3.597% of gross wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, last four digits of the social security number, date (or month) of service(s) for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent (simultaneously) to the Federation. Each contribution shall be paid to the Fund according to the AFM Fund payment guidelines. As a contributing employer to the AFM-EPF, the MSO agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund and the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which are

incorporated here by reference.

710799002	METROPOLITAN OPERA EXTRA MUSICIANS MUSICAL STAFF AND EXTRA LIBRARIANS CBA REHAB 2
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C. Pension

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

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

710799002	METROPOLITAN OPERA EXTRA MUSICIANS MUSICAL STAFF AND EXTRA LIBRARIANS CBA REHAB 2
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amend the list from time to time) and where the Member has been employed in such promoted position for two (2) years with respect to promotions listed in (a) through (c), below, or obtained tenure with respect to the promotion described in (d), below. The eligible promotions include, without limitation: (a) a promotion from a weekly or per performance solo singer to chorister; (b) a promotion from a weekly or per performance solo singer to plan artist solo singer; (c) a promotion from assistant stage manager to stage manager, and; (d) a promotion of a regular musician following an audition to a titled chair (i.e., principal, associate principal, or assistant principal).

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

72535001	MICHIGAN OPERA THEATRE CBA
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- G. **AFM-EPF** – On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to ten point nine percent (10.9 %) of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth (30th) day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund. As a continuing employer the MOT continues to adopt the rehabilitation plan.

714785002	MICHIGAN OPERA THEATRE CBA REHAB 2
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- G. **AFM-EPF** – On behalf of each musician covered under this Agreement, the Employer shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) an additional amount equal to ten point nine percent (11.99 %) of all scale wages earned under this Agreement, excluding any additional amounts negotiated by individual musicians under personal service contracts wages. Each

payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician's name, social security number, date of service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the thirtieth (30th) day of the month following the month in which services have been performed. As a contributing employer to the AFM-EPF, the Employer agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians' and Employers' Pension Fund. As a continuing employer the MOT continues to adopt the rehabilitation plan. As a continuing employer MOT agree's to the 2018 AFM- EPFsurcharge of ten (10%) percent.

75524001	MIDORI AND FRIENDS CBA
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ARTICLE 6: PENSION CONTRIBUTION

A. The Organization shall contribute to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF") for all Teaching Artists covered by this Agreement as follows:

Effective 8/16/16
11.445%

Effective 8/16/17
12%

Contributions shall be based solely on gross wages earned in connection with actual teaching hours and shall not include a Teaching Artist's other compensation pursuant to Articles 3(B), 3(C), 3(D), 3(E), 8 and/or any other provision of this Agreement. All contributions to the Fund shall be made by check payable to the AFM-EPF. All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the Teaching Artist's name, social security number, period covered, wages on which pension is paid and the amount of pension contribution. The check(s) and remittance information shall be transmitted to Local 802 for forwarding to the Fund within thirty-one (31) days following the end of the month during which the services for which such contributions are payable were rendered. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

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

75524002	MIDORI AND FRIENDS CBA REHAB 2
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Pension:	11.445% (inclusive of the 9% AFM-EPF surcharge)	12% (inclusive of the 9% AFM-EPF surcharge)	12% (inclusive of the 9% AFM-EPF surcharge)
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957912001

MILWAUKEE SYMPHONY ORCHESTRA CBA

8.13. Pension.

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

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

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

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

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

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

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

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

74621001

MINNESOTA ORCHESTRAL ASSOCIATION CBA

ARTICLE X - PENSION

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

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

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

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

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

76789002	MINNESOTA PUBLIC RADIO AGRMT REHAB 2
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ARTICLE 13 PENSION

A. Employer shall contribute on behalf of its employees thirteen and one-tenths percent (13.1%) of the employees' earnings under this Agreement, computed at scale, (1) with respect to services rendered in the United States, to the American Federation of Musicians and Employers Pension Plan, created pursuant to Trust Indenture, dated October 2, 1959; and (2) with respect to services rendered in Canada, to the Musicians Pension Fund (MPF) created pursuant to the agreement and Declaration of Trust, dated April 9, 1962.

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

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

D. The Employer agrees that it shall furnish to the Federation, simultaneously with its delivery thereof to the Trustees copies of all regular contribution reports submitted to such Trustees.

958414002	MLEONHART INC CBA REHAB 2
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ARTICLE 4 – BENEFIT CONTRIBUTIONS

A. PENSION

The Employer agrees to contribute an amount equivalent to 17.99% (seventeen point nine nine) of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within sixty (60) days following the rendering of services for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employers' Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The Employer agrees to become a party to the AFM and Employers Pension Fund Trust Indenture dated October 2, 1959, as amended. The contribution rate is inclusive of all amounts required under the rehabilitation plan adopted by the Fund on April 15, 2010, and updated June 27, 2018, which are incorporated herein by reference.

711662001	MODESTO SYMPHONY CBA
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F. Pension

The Association agrees to be bound by the terms of the Agreement and Declaration of Trust of the American Federation of Musicians and Employers Pension Fund and the terms of the Fund's Rehabilitation Plan. From September 2018 through August 2020 the Association shall pay an amount equal to 7.63% (comprised of 7% base contribution and 0.63% additional Rehabilitation Plan contribution) of all musicians' wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Association. From September 2020 through August 2022 the Association shall pay an amount equal to 8.0% (comprised of 7.37% base contributions and 0.63% additional Rehabilitation Plan contributions). A check in the proper amount shall be made payable to AFM-EPF and shall be mailed to the Union within ten (10) business days of the last concert of each pay period along with an itemization, by name, social security number, wages and pension contribution of each musician.

The rates set forth in this Agreement shall be discontinued immediately and shall revert to the 7% base contribution rate when both of the following events have occurred: (i) rates higher than the Base Agreement Rates are no longer required by the rehabilitation plan of the AFM-EPF and (ii) the AFM-EPF repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contribution.

78047001	MONTEREY COUNTY POPS ASSOCIATION CBA
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2. A) The ASSOCIATION will contribute 4% of the musician's wages excluding over-scale to the AFM and Employers' Pension Fund.

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

Effective on the Effective Date, the Employer's contribution rate will be 4.36%.

C) The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth (4% -- "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.

958109002	MONTEREY COUNTY SYMPHONY ASSOCIATION CBA REHAB 2
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8.7) PENSION FUND

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

Effective September 1, 2018 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers' Pension Fund (the "Fund") in accordance with the contribution schedule the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated herein by reference. Specifically, The Employer's contribution rate will increase as follows:

Effective on the Effective Date, the Employer's Contribution rate will be 8.39%.

75576001

MOSTLY MOZART FESTIVAL ORCHESTRA CBA

ARTICLE VII. PENSION PLAN CONTRIBUTIONS

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

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within twelve (12) business days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 15.8% on stated contribution of \$14.5% and 16.35% on stated contribution of 15%.

959752002

MOSTLY MOZART FESTIVAL ORCHESTRA CBA REHAB 2

Article VII. PENSION PLAN CONTRIBUTIONS

A. The rehabilitation plan of 2018 mandates a 10% increase in pension contributions to all contracts. Thus, the new contribution rate is 17.99%

In lieu of any other wages, benefits or other compensation to be paid during the 2020 regular New York Season, the Employer shall pay to each rostered member of the Basic Orchestra, as defined in Article II.A, of the CBA:

- Two (2) weeks of the Basic Weekly Scale in Article II.A.1;
- One (1) week of the Basic Weekly Scale plus one (1) of concertmaster, principal and longevity overscale payments in Article V.A., V.B. and V.D.;
- Pension contributions for the above three (3) weeks according to Article VII;
- Health benefits according to Article VIII.A. and VIII.D.

ARTICLE VII. PENSION PLAN CONTRIBUTIONS

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

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 for forwarding to the Fund within twelve (12) business days following the rendering of services for which such contributions are payable. If the employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer.

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

The Employer adopts the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated by reference into and made part of this Agreement. The current rehabilitation schedule requires pension contribution of 15.8% on stated contribution of \$14.5% and 16.35% on stated contribution of 15%.

76561001	MOZART CLASSICAL ORCHESTRA CBA
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10.2 PENSION: The Orchestra agrees to be bound by the American Federation of Musicians and Employers' Pension Fund (AFM-EPF) Trust

Agreement and Trust Indenture Plan, Dated October 2, 1959, as amended, and adopts the AFM-EPF rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated herein by reference. The Orchestra agrees to make pension contributions by separate check, payable to AFM-EPF in the amount as specified in Article 9.4 Wages. This amount will be forwarded to the Union postmarked within 14 business days from the conclusion of each set

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