ARTICLE VIII: PENSION:

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

The Orchestra will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated herein by reference as though set forth in full. Specifically, the Employer’s contribution rate will be 11%.
This Memorandum of Agreement ("MOA") is executed by and between the Employer and the Union ("Parties") with respect to the collective bargaining agreement between them effective September 1, 2017 through August 31, 2020 ("CBA"). The Parties hereby agree to extend the CBA; it shall continue unchanged and in full force and effect until 11:59 p.m. Pacific Standard Time August 31, 2021.

To be in compliance with the AFM-EPF June 2018 Update to the Rehabilitation Plan, 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.

This MOA shall remain in full force and effect until 11:59 p.m. Pacific Standard Time August 31, 2021.
PENSION FUND (AFM-EPF):

On behalf of each musician covered under this Agreement, the Society shall contribute to the American Federation of Musicians’ and Employers’ Pension Fund (AFM-EPF) an additional amount equal to and 4% of all wages earned under this Agreement excluding any additional amounts negotiated by individual musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each musician on behalf of whom pension is being paid, the musician’s name, social security number, date (or month) of Service(s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the Services occurred. As a contributing employer to the AFM-EPF, the Society agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians’ and Employers’ Pension Fund. The Society shall simultaneously send a copy of the remittance to the Local.
SECTION III

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

St. Michael and St. George Episcopal Church agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. The employer adopts the American Federation of Musicians and Employers’ Pension Fund Rehabilitation Plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by St. Michael and St. George Episcopal Church, an amount equal to 5.45% of scale wages for the 2017-2021 season for live performance; and 10.9% for broadcast or recording services earned by said musicians. All contributions to the Fund shall be made by check payable to the “American Federation of Musicians and Employers’ Pension Fund.” All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician’s name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.
ARTICLE 8. PENSION

The Employer agrees to contribute an amount equal to 12 percent of each employee's wage, as defined in Article 7 of this Agreement, to the American Federation of Musicians and Employer's Pension Fund.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund." All such checks shall be accompanied by a remittance form identifying for each employee for whom a contribution is made, the musician's name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid and the amount of pension. The check and remittance information shall be transmitted to Local 802 AFM for forwarding to the fund no later than the final day of the month following the month in which the engagement occurred.

The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement.
5. **ARTICLE 8 PENSION**: The Employer will contribute 13.20%, 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.
2. PENSION

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

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

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

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

The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collections costs incurred by the AFM-EPF (including without limitation liquidated damages, attorney's fees and court costs.)
2. PENSION

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

Specifically, the Employer will contribute 17.99% of each employee's scale wages, as defined in Article 2 of this agreement (which shall be considered to be scale wages) to the American Federation of Musicians and Employers' Pension Fund / AFM-EPF, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.99% of the total contribution amount will not be considered when calculating future benefit payments to the Fund.

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

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

The employer understands and agrees that if it fails to comply with this Agreement, it will be subject to liability for all contributions owed to, and such collections costs incurred by the AFM-EPF (including without limitation liquidated damages, attorney's fees and court costs.)
The agreement between ARM LOCAL 47 and SYMPHONIC JAZZ ORCHESTRA covering 10/1/2020 to 9/30/2021 shall be specifically amended to acknowledge the June 2018 Rehabilitation Plan Update.

The employer will contribute (12.10%) of scale wages, as of 3/30/2021, 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.
F. Pension:

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

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

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

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

   a. rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of Musicians and Employers' Pension Fund, and

   b. the American Federation of Musicians and Employers' Pension Fund repeals in full its procedure that provides that an employer and collective bargaining agreement is not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.
It is agreed that the Scale for the Employer’s performances of Sunday Afternoon Concerts in the Dome, conducted from June 11th, 2019 through December 31st 2019 shall be $219.00 per 2 ½ hour performance; due to the chamber music structure, on a one-time non-precedent setting basis Leader premium shall be waived. Further, The Employer agrees to abide by the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer’s contribution shall be 12.1%. Health and Welfare contributions shall be set at 6% of scale wages. It is further expressly agreed between the Local and the Employer that the above wage and benefit scales shall be applicable only to the run of Sunday Afternoon Concerts in the Dome and shall automatically expire and be of no force and effect upon the conclusion on December 31st, 2019.
During each week of the term of this Agreement the Employer/Producer shall pay into a Musicians’ Pension Fund to be established in accordance with applicable provisions of law not less than five percent (5%) of the gross weekly payroll of all musicians covered by this Agreement.

Employer/Producer shall pay a nine percent (9%) surcharge on the contribution percentage set forth in this Paragraph A as well as in Paragraph B(2) and (3) below, pursuant to the terms and conditions of the Supplemental Agreement executed by the Broadway League and Local 802 on or about May 26, 2010 (the “PPA Supplemental Agreement”), a copy of which is attached hereto as Exhibit B, and only for so long as may be required pursuant to the terms of the PPA Supplemental Agreement (the “Surcharge Period”). Accordingly, the effective rate of contribution, inclusive of such surcharge, shall be 5.45% during the Surcharge Period.

B.  
(1) The provisions of the arbitration award of Burton Turkus, dated April 26, 1963, are incorporated into this Agreement with respect to the musicians covered by this Agreement.

(2) (a) The Employer/Producer agree that whatever the amounts allocable to the Musicians’ Pension Fund under that award may be, when musicians are working in New York City they will pay a minimum of five percent (5%) of the gross weekly payroll of the musicians covered by this Agreement to the Musicians’ Pension Fund.

(b) During the Surcharge Period, the Employer/Producer shall remit directly the 0.45% surcharge under the PPA Supplemental Agreement in accordance with the provisions of paragraph A above.

(3) (a) An eight percent (8%) pension contribution shall be paid by the Employer/Producer for those musicians employed in a production which is otherwise
covered by this Agreement but on whose behalf contributions are not made pursuant to
the arbitration award referred to in subparagraph (1) herein.

(b) During the Surcharge Period, the Employer/Producer shall remit directly
the 0.72% surcharge under the PPA Supplemental Agreement in accordance with the
provisions of paragraph A above.

(4) Prior to the opening of a production which is eligible for the .045 Tax Relief Fund
share for Local 802 musicians referred to in subparagraph (1) herein, the
Employer/Producer shall pay its pension contributions into an escrow account designated
as the Tax Relief Fund Escrow account. Once such production opens on Broadway to the
extent the .045 Tax Relief Fund share for Local 802 musicians exceeds the required
pension contributions, such excess shall be applied as a credit against the pension
contributions held in escrow, with any excess returned to the Employer/Producer from the
escrow account, within a reasonable time after such excess is determined. [See Schedule
B. Pension (11) and Schedule C(H) for Music Preparation.]
On behalf of all Musicians under this Master Agreement, the Association shall contribute to the American Federation of Musicians' and Employers' Pension Fund (AFM-EPF) additional amounts specified in Appendix 2. Each payment shall be accompanied by the appropriate personnel and/or AFM Remittance Report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician's name, social security number, date (or month) of Services for which pension is being paid, and the amount of pension contributed. A copy of this report shall be sent simultaneously to Local 80. All payments shall be paid no later than the last day of the month following the month in which the wages on which the pension liability is based were paid. As a contributing employer to the AFM-EPF, the Association agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the AFM-EPF. Wages shall include all wages contained on the Musicians' W-2 forms. However, wages shall not include travel payments.
3.9 Contributions shall be made to the trustees of the American Federation of Musicians and Employers’ Pension Fund, created pursuant to the trust indenture dated October 2, 1959, at a base rate of 9% of all wages, such rate to be adjusted, however, by the following:

The Employer (Long Beach Chorale) adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference. Specifically, the Employer’s contribution amount shall be 9.81%.
3.9 Contributions shall be made to the trustees of the American Federation of Musicians and Employers' Pension Fund, created pursuant to the trust indenture dated October 2, 1959, at a base rate of 9% of all wages, such rate to be adjusted, however, by the following:
2. Pension:

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

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

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

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

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

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

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

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

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

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS PENSION PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to the incorporation herein as if a part hereof.
AFM-EPF Contribution: The Company shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Companies' Pension Fund (as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer will contribute 17.99% of scale wages, inclusive of all amounts required by the Fund's Rehabilitation Plan. The fund will not consider 9.09% of these contribution payments when calculating future benefits.

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

1. Effective June 1, 2010, Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated by reference into this Supplemental Agreement. Specifically, the Employer’s contribution rate under the CBA will increase as follows:
   a. Effective April 1, 2011, the Employer’s contribution rate will increase from 9% to 9.81%.
   b. Effective on June 1, 2012, the Employer’s contribution rate will increase from 9% to 11%.
F. Pension Fund Contribution – Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers’ Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 14.09% of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated August 1, 2018.
F. Pension Fund Contribution - Producer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 12.81% of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 and updated June 27, 2018.
G. Pension Fund contribution - Producer 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 Fund's Board of Trustees on April 15, 2010, and updated June 27, 2016 and August 1, 2018 (the "2010 Rehabilitation Plan"), which is incorporated by reference into this Letter of Agreement. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 11.99%. The Fund will not consider 9.09% of these contribution payments when calculating benefits.
5. Pension Fund Contribution - Employer agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 11.99% of the scale wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated August 1, 2018.
6.5 Contributions: The Philharmonic shall be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers Pension Fund (the “Fund”)(as it has been and may be amended), which is incorporated herein by reference as though set forth in full. The Employer shall contribute 4.8% of scale wages, which includes all required additional contributions, to the Fund on behalf of each musician employed. To view governing Fund documents and Rehabilitation Plan, including an explanation of how pension contribution payments affect future benefit amounts, visit http://afm-epf.org/Portals/2/AFMDocuments/RehabPlan6-27-16.pdf.
Section 3. The Employer signing this Agreement ("Agreement"), having agreed to become a party to the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (as it may be amended from time to time) which is incorporated by reference into this Agreement, shall make pension contributions to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) on behalf of each employee covered by this Agreement in an amount equal to the following specified percentage of total wages earned from the Employer, effective as of the date set forth below and in accordance with the terms and conditions described herein.

Effective September 1, 2012 ("Effective Date"), Employer shall contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule 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 shall contribute the percentage of 12.5% of the total wages, as set forth in Section 1 above, of each musician. This rate is deemed to include the 9% increase mandated by the rehabilitation plan adopted by the Board of Trustees.

Such contribution shall be made within thirty (30) days after the end of the “run” of each production together with a completed form provided by the Fund or the Union.
All wage figures in this MOA replace the wages contained in Section IV(A) and (B) of the CBA. All health figures replace the health benefit contributions contained in Section VII(C) of the CBA. All pension figures replace the pension contribution rate set forth in Section VIII(A) of the CBA. All fixed dollar rehearsal rates contained in the Section IV(A) and Section IV(E)(2) of the CBA shall increase by the same percentage that “wages” increase in this MOA, as does the costume premium (Section IV (F)(5)).

9/1/18 - 8/31/19
Wage: $557.23
Health: $86.00
Pension: 9.81%

9/1/19 - 8/31/20
Wage: $565.58
Health: $99.00
Pension: 9.81%
ARTICLE VI

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

The Employer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the AFM-EPF. The Employer adopts the American Federation of Musicians and Employers’ Pension Fund rehabilitation plan adopted by Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference, and further agrees to contribute to such Fund on behalf of the musicians engaged by the Employer, under this Agreement. Starting with the 2016 season, the pension rate shall be based on 7.53% of the wages set forth in this Agreement. All contributions to the Fund shall be made by check payable to the “American Federation of Musicians and Employers’ Pension Fund.” All such checks shall be accompanied by a remittance form identifying each musician for whom a contribution is made, the musician’s name, social security number, date(s) of engagement for which pension is paid, scale wages on which pension is paid, and the total amount of the pension contribution. The check and remittance information shall be transmitted to the Union, for forwarding to the Fund within thirty (30) days following the rendering of services for which such contributions are payable.
UNITAS ENSEMBLE INC CBA

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

One separate check, made payable to the “AFM-EPF”, will be transmitted to the Union not later than the fifteenth day of the month following the month during which musical services were performed. The appropriate forms for the submission of Work Dues and Pension information will be supplied by the Union and must accompany the payments.
Unitas Ensemble agrees to be bound by and accept the terms and conditions of the Agreement and Declaration of Trust creating the American Federation of Musicians-Employers Pension Fund (AFM-EPF). Unitas Ensemble further agrees to contribute on behalf of each player 5.00% of each Musician’s total scale wages.

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

The Employer will contribute to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS' PENSION FUND (the "Fund") an amount equal to eight and eight-tenths percent (8.8%) of the gross weekly pay of each Musician in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan") and the updated Rehabilitation Plan (the "2018 Rehabilitation Plan") adopted by the Board of Trustees of the Fund on June, 2018, which is incorporated herein. The Fund will not consider 9.09% of the contribution payment when calculating future benefits.

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

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

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

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

The Employer will contribute to the AMERICAN FEDERATION OF MUSICIANS AND EMPLOYERS’ PENSION FUND (the “Fund”) an amount equal to eight and eight/tenths percent (8.8%). Of the gross weekly pay of each Musician in accordance with the contribution schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), and the updated Rehabilitation Plan (“the 2018 Rehabilitation Plan”) adopted by the Board of Trustees of the Fund on June, 2018, which is incorporated herein. The Fund will not consider 9.09% of the contribution payment when calculating future benefits.

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

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

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

The Fund shall provide pension benefits according to the AMERICAN FEDERATION OF MUSICIANS’ AND EMPLOYERS’ PENSION PLAN, as amended by resolution dated December 3, 1964, and April 3, 1967, which said Amended Pension Plan is attached hereto and made part hereof. In the event the Pension Plan shall be further amended, either in whole or in part, during the term of this Agreement, the revised Pension Plan shall be deemed to the incorporation herein as if a part hereof.
| 79548001 | UTAH SYMPHONY AND OPERA CBA |

**AFM-EPF:** Musicians employed after 9/1/06 - 8% / 8.72% with rehab  
Musicians employed before 9/1/06 – 9% / 9.81% with rehab
A. PENSION

The Employer agrees to contribute an amount equivalent to sixteen point three five percent (16.35%) of each employee's wages to the American Federation of Musicians and Employers' Pension Fund. All contributions to the Funds shall be made by check payable to the "American Federation of Musicians and Employers Pension Fund" (AFM & EPF). All such check(s) shall be accompanied by a remittance form identifying each employee for whom a contribution is made, the musicians name, social security number, date(s) of engagement for which benefits are paid, scale wages on which pension is paid, and the amount of health benefits contributions. The check(s) and remittance information shall be transmitted to Local 802, AFM for forwarding to the Fund(s) within thirty (30) days of the end of the calendar month in which the services were rendered and for which such contributions are payable. If the Employer is unincorporated, no contributions will be paid on behalf of any owner or part-owner of the Employer. The Employer agrees to be bound by The Agreement and Declaration of Trust establishing The American Federation of Musicians and Employees Pension Fund, as it may be amended from time to time, which is incorporated by reference into this Agreement. The employer also agrees to adopt the American Federation of Musicians and Employers' Pension Fund Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010, including all contribution schedules, which is incorporated here by reference.
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 5.45% of wages for live performance and 10.90% for broadcast or recording services.

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

No service or any part thereof shall be recorded, reproduced or transmitted from the performance in any manner or by any means whatsoever, by Employer or by any other person(s), in the absence of a specific written Agreement with the American Federation of Musicians International Office.
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 of September 1, 2019, Employer's contribution rate will be 6.00% of scale wages for live performance, inclusive of all amounts required by the Fund's Rehabilitation Plan and 11.96% for broadcast or recording services.

The Fund will not consider 9.09% of these contribution payments when calculating future benefits.

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.
On behalf of each Musician covered under this Agreement, the Symphony shall contribute to the American Federation of Musicians’ and Employers’ Pension Fund (AFM-EPF) an additional amount equal to 7.194% of all wages earned under this Agreement, excluding any additional amounts negotiated by individual Musicians under personal service contracts. Each payment shall be accompanied by the appropriate personnel and/or AFM B report form, setting forth for each Musician on behalf of whom pension is being paid, the Musician’s name, social security number, date (or month) of service (s) for which pension is being paid, and the amount of pension contributed. All contributions to the AFM-EPF shall be paid no later than the end of the month following the month in which the services occurred. As a contributing employer to the AFM-EPF, the Symphony agrees to comply with and be legally bound by the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians’ and Employers’ Pension Fund. The Principal Librarian will be included in the pension fund.
2. Pension - Producer agrees to be bound by the Trust Indenture dated, 10/21/59, as amended from time to time, providing for contributions to the AFM and Employers' Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer an amount equal to 14.09% of the scale wages earned by said musicians, inclusive of all amounts required by the Fund's Rehabilitation Plan. 9.09% of the total contribution amount will not be considered when calculating future benefit payments to the fund.
ARTICLE VII – PENSION

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

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

Pursuant to the Rehabilitation Plan update of June 2018, the Employer shall increase the pension payment by a surcharge of ten percent (10%) of the current base for a total of eleven and ninety-nine one-hundredths percent (11.99%) with the agreement that the contribution will return to ten and nine-tenths percent (10.9%) should the surcharge be eliminated in the future.
ARTICLE V

The Employer adopts and agrees to be bound by all terms and conditions of the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers’ Pension Fund (the “Fund”), as it may be amended from time to time, which is incorporated by reference into this Agreement.

The Employer agrees to make pension contributions to the Fund on behalf of each Musician covered by this Agreement in an amount equal to ten and nine-tenths per cent (10.9%) of the gross earnings of each such Musician from the Employer. Such contribution amount is inclusive of any amounts required by the Fund’s Rehabilitation Plan.

All contributions to the Fund by the Employer shall be made by check payable to “AFMEPF Plan”. All such checks shall be accompanied by a remittance form identifying each Musician for whom a contribution is being made, the Musician’s name, Social Security number, date(s) of engagement for which such pension contribution is being made, the gross wages on which such pension contribution is based, and the amount of such pension contribution. Such check and remittance information shall be transmitted to the Union, for forwarding to the Fund, within ten (10) days following the rendering of services as to which such pension contribution is being made.
A. Pension

1. For all members of the music staff employed under this Agreement, there shall be contributions made by the Opera into the American Federation of Musicians' and Employers' Pension Fund (AFM-EP Fund), of an amount equal to the following during the specified years:

   10%

Accordingly, the Opera agrees to be bound by and hereby accepts the terms and conditions of the Agreement and Declaration of Trust, dated October 2, 1959 establishing the AFM-EP (and all plans, rules and policies hereunder) as amended or as may be amended from time to time (the “Trust” collectively). Thus, the Employer specifically acknowledges the terms of the AFM-EP Trust, which are incorporated by reference and made a part thereof, and agrees, when employing musicians covered by the Agreement to provide reasonable access to all information that the AFM-EP may require, and to permit the AFM-EP to conduct an audit of the Opera payroll and wage records to verify the accuracy of the contributions made.
6. Welk Syndication agrees to be bound by the Trust Indenture dated 10/2/59, as amended from time to time, providing for contributions to the AFM Employers’ Pension Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by Welk Syndication, an amount equal to 12.1% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the Fund’s Rehabilitation Plan.
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 and adopts the AFM-EPF rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and any updates thereto (collectively the “Rehabilitation Plan”), including all contribution schedules, which is incorporated here 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 12.1% of that Musician’s scale wages, 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. Other Payments: 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 by the Local’s Executive Board.
ARTICLE 16: PENSION
Employer agrees to contribute according to the following table on all payments (including wages, premiums, doubling, and overtime, per Article 14 of this Agreement) to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) for each musician employed by Employer. A check in the proper amount shall be made payable to “AFM-EPF” and shall be mailed to the Union each pay period with a copy of the payroll, including names, Social Security numbers, wages and pension amounts. The amounts indicated below are inclusive of all additional contributions required by the American Federation of Musicians and Employers Pension Fund Rehabilitation Plan.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3%</td>
<td>5%</td>
<td>7%</td>
</tr>
</tbody>
</table>
D. Pension contribution: Producer agrees to be bound by the Trust Indenture dated 10/2/19, as amended from time to time, with respect to the Program, providing for contributions to the AFM Employers' Pension Fund (the "Fund"). The Fund, and further agrees to contribute to such fund on behalf of the Musicians engaged by the Producer for the Program, an amount equal to 11.99% of scale wages earned by said Musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.

F. In the event that the program is made available solely on a streaming or new media platform, the Employer shall pay four percent (4%) of gross revenue for each 26 weeks of internet streaming of the Program. Two percent (2%) shall be paid pro-rata to the musicians, and two percent (2%) shall be an unallocated payment to the AFM Employers' Pension Fund.
PENSION CONTRIBUTIONS

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 will contribute 6% 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.
A. The Base Pay of "Contracted" Musicians for each 2-1/2 hour Service shall be:

2019-20: $101.64 + 4.8% pension
2020-21: $103.67 + 4.8% pension

B. The Base Pay of "Per Service" Musicians for each 2-1/2 hour service shall be:

2019-20: $90.15 + 4.8% pension
2020-21: $91.95 + 4.8% pension
7.9 Pension Benefits. Effective June 1, 2018, the Association shall contribute to the American Federation of Musicians and Employers’ Pension Fund (AFM-EP Fund), created pursuant to Trust Indenture, dated October 2, 1959. Specifically, the Association shall contribute an amount equal to the percentage of scale wages set forth in Exhibit 1 annexed hereto on behalf of each musician covered by this agreement, inclusive of the contribution schedule the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 15, 2010. Effective June 1, 2018 the Association’s contribution rate will be seven percent (7%).
12. **Pension**

   The Employer shall contribute 7.7% of scale wages, in accordance with the Fund's Rehabilitation Plan.
6. On behalf of each Musician, Employer shall contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Pension Fund”) at the rate of 6% of the applicable Service Scale.
5. On behalf of each Musician, Employer shall contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Pension Fund”) at the rate of 6% of the applicable Service Scale.

The Employer shall make contributions, at its expense, to the A.F. of M. Employers’ Pension Fund on behalf of all contracted musicians, at a rate of seven and one-hundred ninety-four thousandths percent (7.194%). This contribution schedule reflects the nine percent (9%) increase in the original six percent (6%) contribution under the 2010 rehabilitation plan (6% x 1.09 = 6.54%) and the 10% increase required by the June 2018 Rehabilitation Plan update (6.54% x 1.10 = 7.194%).

The Employer will contribute 7.194% of scale wages, inclusive of all amounts required by the Fund’s Rehabilitation Plan. This percentage shall be changed in accordance with any further adjustments made in the Fund’s Rehabilitation Plan which occur during the course of this Agreement.
3. PENSION

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

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

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

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

The Employer agrees to pay into the American Federation of Musicians’ and Employers’ Pension Fund, which has been established in accordance with applicable provisions of law, an amount equal to thirteen and eight one hundredths percent (13.08%) of all monies earned by the musicians under this Agreement. Checks for this purpose shall be drawn to the order of the “AFM-EP Fund” and transmitted to the Union each week.
III. PENSION

The Employer agrees to pay into the American Federation of Musicians’ and Employers’ Pension Fund, which has been established in accordance with applicable provisions of law, an amount equal to thirteen and eight one hundredths percent (13.08%) of all monies earned by the musicians under this Agreement. Checks for this purpose shall be drawn to the order of the “AFM-EP Fund” and transmitted to the Union each week.
PENSION

Employer agrees to pay an amount equal to 10% of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) on behalf of each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

Effective June 1, 2010, Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement. Specifically, the Employer’s contribution rate under the CBA will increase as follows:

Effective June 1, 2010, the Employer’s contribution rate will increase from 10% to 10.4%.

Effective on April 1, 2011, Employer’s contribution rate will increase from 10% to 10.9%.
PENSION
Employer agrees to pay an amount equal to 10% of all wages to the American Federation of Musicians and Employers Pension Fund (AFM-EPF) on behalf of each musician employed by Employer. A check in the proper amount shall be made payable to AFM-EPF and shall be mailed each pay period to the Union with a copy of the payroll which includes names, Social Security numbers, wages and pension amounts for each musician.

Effective June 1, 2010, Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the "Fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement. Specifically, the Employer’s contribution rate under the CBA will increase as follows:

The Employer will contribute 11.99% of scale wages, inclusive of all amounts required by the Fund’s Rehabilitation Plan. The Fund will not consider 9.09% of these contribution payments when calculating future benefits.
Wynn Las Vegas, LLC, the Purchaser/Producer, hereby agrees to pay an AFM Special Sound Recording rate as follows through December 31, 2015, after which subsequent recording in any succeeding year shall increase annually by two percent (2%) compounded beginning January 1, 2016, and similarly on January 1st of each year thereafter.

**Special Agreement Sound Recording Scales**

<table>
<thead>
<tr>
<th>Description</th>
<th>Scale Rate</th>
<th>AFM 96 Fund Hourly</th>
<th>$25.98 Gross Daily</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leader and Conductor</td>
<td>$848.00</td>
<td>$101.68</td>
<td>$25.98 Gross Daily</td>
</tr>
<tr>
<td>Concertmaster</td>
<td>$636.00</td>
<td>$76.26</td>
<td>$25.98 Gross Daily</td>
</tr>
<tr>
<td>Side Musician</td>
<td>$424.00</td>
<td>$50.84</td>
<td>$25.98 Gross Daily</td>
</tr>
<tr>
<td>947754001</td>
<td>WYNN LAS VEGAS LLC STRING ENHANCEMENT SOUND RECORDING FOR SHOWSTOPPERS AT ENCORE THEATER</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. Pension Fund Contribution - ("Employer") agrees to be bound by the Trust Indenture dated, 10/2/59, as amended from time to time, providing for contributions to the APM and Employers’ Pension Fund, and further agrees to contribute to such fund on behalf of the musicians engaged by the employer, solely for the services provided under this Agreement, an amount equal to 11.99% of the wages earned by said musicians. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010.
Sound Recording Labor Agreement

8. Pension. Effective the first Monday of the month after ratification, increase the AFM-EPF "pre-rehab plan" rate to 11.75%.

The Streaming Obligation shall be paid as follows:

i. The Companies shall make an aggregate, lump-sum payment to the AFM-EPF in each year of the contract ("Pension Lump Sum"), which shall be paid in semiannual installments on August 15 and February 15 of each year, beginning in August 2017.

ii. The Pension Lump Sum shall be paid as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>UMG and Capitol</th>
<th>Hollywood Records</th>
<th>Sony Music</th>
<th>Warner Music Group</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$2,335,458.41</td>
<td>$138,532.09</td>
<td>$1,489,752.32</td>
<td>$1,036,257.18</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>2018</td>
<td>$2,569,004.25</td>
<td>$152,385.30</td>
<td>$1,638,727.56</td>
<td>$1,139,882.89</td>
<td>$5,500,000.00</td>
</tr>
<tr>
<td>2019</td>
<td>$2,802,550.09</td>
<td>$166,238.51</td>
<td>$1,787,702.79</td>
<td>$1,243,508.61</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>

Notwithstanding the above:

1. In the event that the Streaming Obligation of any Company for any year is less than its share of the Pension Lump Sum for that year, that Company’s share of the Pension Lump Sum shall be reduced to its Streaming Obligation for that year and the Pension Lump Sum total shall be reduced by the same amount.

2. In the event that the Streaming Obligation of any Company for any year exceeds that Company’s share of the Pension Lump Sum in that year, the excess shall be paid to the SPF.

iii. If a new agreement is not reached by the expiration date, this provision shall continue, except that the Pension Lump Sum shall continue at the rate of $6,000,000 per year, subject to 6(c)(ii)(1) above, with each Company’s share to be paid as described below, until a new agreement is reached or the parties otherwise exercise their rights under the National Labor Relations Act.

<table>
<thead>
<tr>
<th>UMG and Capitol</th>
<th>Hollywood Records</th>
<th>Sony Music</th>
<th>Warner Music Group</th>
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<td>$1,243,508.61</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>
National Public Television Agreement

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund (“the fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. Specifically, the Producer’s contribution rates as follows:

- Effective June 1, 2010 the 10% contribution rate set forth in the National Public Television Agreement will increase to 10.4%
- Effective April 1, 2011, the 10% contribution rate set forth in the National Public Television Agreement will increase to 10.9%
AFM NONSTANDARD TELEVISION PAY TV REHAB 2 AGRMT

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund (“the fund” in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this letter of Acceptance. Specifically, the Producer’s contribution rates as follows:

- Effective June 1, 2010, the 10% contribution rate set forth in the Non-Standard (Pay TV) Agreement will increase to 10.4%.
- Effective April 1, 2011, the 10% contribution rate set forth in the Non-Standard (Pay TV) Agreement will increase to 10.9%.
AFM BASIC TELEVISION FILM AGREEMENT REHAB 2

Producer 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 Fund’s Board of Trustees on April 15, 2010, and updated June 27, 2016 and August 1, 2018 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 11.99% and from 11% to 13.189%. The Fund will not consider 9.09% of these contribution payments when calculating benefits.
AFM BASIC TELEVISION FILM AGREEMENT

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. Specifically, the Producer’s contribution rate is as follows:

- Effective June 1, 2010, the 10% contribution rate set forth in the Television Film Agreement will increase to 10.4%, and the 11% contribution rate set forth in the Television Film Agreement will increase to 11.44%.

- Effective April 1, 2011, the 10% contribution rate set forth in the Television Film Agreement will increase to 10.9% and the 11% contribution rate set forth in the Television Film Agreement will increase to 11.99%.
AFM BASIC THEATRICAL MOTION PICTURE AGREEMENT
REHAB 2

Producer 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 Fund’s Board of Trustees on April 15, 2010, and updated June 27, 2016 and August 1, 2018 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 11.99% and from 11% to 13.189%. The Fund will not consider 9.09% of these contribution payments when calculating benefits.
AFM BASIC THEATRICAL MOTION PICTURE AGREEMENT

Producer 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 Fund’s Board of Trustees on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 10.9% and from 11% to 11.99%.
TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENT
AGRMT REHAB 2

commercial(s)."

JPC 16: Article XVII - Pension Fund.

(a) Revise Section 1 as follows: "Employer shall contribute an amount equal to 16.5% of all earnings (excluding health and welfare payments, cartage fees, late payment penalties and travel, food and clothing expenses) of whatever nature covered by this Agreement, computed at scale earnings. Of this contribution, X% shall be allocated to the Pension Fund and 0.25% to the Administrative Maintenance Fund (defined below).

JPC 17: All rates, terms and provisions of a new Agreement shall be effective February 14, 2014 upon execution of the MOU and shall apply to all music tracks produced after execution of the MOU and all "new" commercials (as defined in the CBA) produced after execution of the MOU, and Employers will have sixty (60) days following ratification of the new Agreement by the Union to comply with such new rates, terms and provisions.
TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENT AGRMT

(a) Revise Section 1 as follows: “Employer shall contribute an amount equal to 16.5% of all earnings (excluding health and welfare payments, cartage fees, late payment penalties and travel, food and clothing expenses) of whatever nature covered by this Agreement, computed at scale earnings.” Of this contribution, X% shall be allocated to the Pension Fund and 0.25% to the Administrative Maintenance Fund (defined below).

JPC 17: All rates, terms and provisions of a new Agreement shall be effective February 14, 2014 upon execution of the MOU and shall apply to all music tracks produced after execution of the MOU and all “new” commercials (as defined in the CBA) produced after execution of the MOU. and Employers will have sixty (60) days following ratification of the new Agreement by the Union to comply with such new rates, terms and provisions.
SINGLE SONG SINGLE PLAYER OVERDUB SCALE AGRMT

5 (a) 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, and warrants that, by making contributions on behalf of an individual, it has determined that the individual is an employee covered by the Agreement.

(b) Employer designates (check one) ☑ Musician ☐ Employer ☐ Payroll company to make the pension contribution on Employer's behalf, and the designated entity will file the AFM Single Song/Single Player Overdub Report Form with the Local Union along with the wages, pension contribution and H&W contribution (if applicable) no later than 15 days following the completion of the overdub session. The Employer's designation of another person or entity to make contributions on its behalf does not relieve the Employer of its obligation to make contributions under this Agreement.

6 (a) If any recording produced under this Agreement ever, without limitation to the duration of this Agreement, reaches aggregate sales and/or production in excess of ten thousand (10,000) units through one or more pressings of physical product and/or digital downloads, Employer shall, within 30 days: (i) inform Musicians and the Local Union; (ii) enter into and fulfill all conditions required by the then-current AFM Sound Recording Labor Agreement (“SRLA”), the Sound Recording Trust Agreement for the AFM Employers Pension Fund, and the Sound Recording Special Payments Fund Agreement, and (iii) Musician will be additionally compensated as follows, based upon the rates and conditions from the AFM’s current Sound Recording Labor Agreement at the time of the upgrade: for one or two songs totaling less than 7.5 minutes, one Special Master Session (1.5 hrs.) at Master Scale, with applicable AFM H&W and Pension Fund contributions. For more than two songs, or an entire album that has reached the 10,000 unit threshold, the upgrade payment will be one Master Session, with applicable AFM H&W and Pension Fund contributions for each 15 minutes of music. The musician who is listed first on a contract with multiple players and/or whose Agreement with Employer is executed at the earliest date will be designated Session Leader and paid double scale for the additional payments described in this Agreement. All other players will receive single scale. If the original (pre-overdub) instrumental track is used in the final version of any recording, that person may be added to the contract. (b) The Local Union and the AFM agree to assist in explaining, calculating and fulfilling the contractual obligations described above.
BASIC CABLE TELEVISION AGRMT REHAB 2

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund ("the fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated by reference into this letter of Acceptance. Specifically, the Producer’s contribution rates as follows:

- Effective June 1, 2010, the 10% contribution rate set forth in the Basic Cable Television Agreement will increase to 10.4%.
- Effective April 1, 2011, the 10% contribution rate set forth in the Basic Cable Television Agreement will increase to 10.9%.
- Effective August 1, 2018, the 10% contribution rate set forth in the Basic Cable Television Agreement will increase to 11.99%.
SYMPHONY OPERA BALLET INTERNET REHAB 2 AGRMT

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

- Effective June 1, 2010, the Employer’s contribution rate will increase from 10% to 10.4%.
- Effective on April 1, 2011, Employer’s contribution rate will increase from 10% to 10.9%.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2010 Rehabilitation Plan.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the CBA 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.
13. PENSION AGREEMENT:

Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) and further agrees to contribute to such fund on behalf of the musicians engaged by the producer, an amount equal to 13.00% of the scale wages earned by said musicians effective November 1st, 2016. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.
13. PENSION AGREEMENT:

Producer agrees to be bound by the Trust Indenture dated October 2, 1959, as amended, providing for contributions to the American Federation of Musicians Employers' Pension Fund (AFM-EPF) and further agrees to contribute to such fund on behalf of the musicians engaged by the producer, an amount equal to 13.00% of the scale wages earned by said musicians effective November 1st, 2016. This contribution rate shall be deemed to include the contributions required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016.
VIDEO GAME INTERACTIVE MEDIA AGRMT

13. **Pension Fund Contributions**

Effective August 1, 2018, Employer agrees to contribute an amount equal to 14.5% of all scale wages earned by each Musician under this Agreement on behalf of such Musician:

a. With respect to services rendered in the United States: to the American Federation of Musicians and Employers Pension Fund ("AFM-EP") created pursuant to the Trust Indenture created Oct. 2, 1959 and Employer further agrees to be bound by the Fund’s Agreement & Declaration of Trust, as amended from time to time. Such contributions shall be deemed to include all amounts required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016, which is incorporated by reference into this Agreement.

b. With respect to services rendered in the Dominion of Canada: to the Musicians’ Pension Fund of Canada created pursuant to the Agreement and Declaration of Trust dated April 9, 1962, and Employer further agrees to be to that Trust as amended from time to time.
C. Pension Contributions

Special call and patch payments shall be considered scale wages and the Employer shall make pension contributions on them to the American Federation of Musicians and Employers’ Pension Fund as provided in Article XXII.

D. Payment Due Dates and Reporting

Payments to Musicians, payments to the American Federation of Musicians and Employers’ Pension Fund, and the appropriate B-form are due within fifteen (15) days of the final taping.

XXII. PENSION CONTRIBUTIONS

All media payments (up-front, step-up, tier, patch, special call, buffet, etc.) shall be considered to be scale wages and the Employer will make 13.2% pension contributions on them to the American Federation of Musicians and Employers’ Pension Fund (the AFM-EPF).

In the case of revenue sharing, 88.34% of any revenue sharing amount payable to any Musician will be treated as scale wages, and the remaining portion (i.e., 13.2% of the scale wages (11.66% of the total revenue sharing amount)), will be treated as a pension contribution payable on behalf of the Musician to the American Federation of Musicians and Employers’ Pension Fund. The Employer agrees to be legally bound to the terms and conditions of the Agreement and Declaration of Trust establishing the American Federation of Musicians and Employers’ Fund, as amended from time to time, which is incorporated by reference into the Agreement.
SYMPH OPERA BALLET LIVE RECORDING REHAB 2 AGRMT

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

- Effective June 1, 2010, the Employer's contribution rate will increase from 10% to 10.4%. In the case of revenue sharing, 90.58% of any revenue sharing amount payable to any Musician will be treated as scale wages, and the remaining portion (i.e., 10.4% of the scale wages (9.42% of the total revenue sharing amount)), will be treated as a pension contribution payable on behalf of the Musician to the American Federation of Musicians and Employers’ Pension Fund.

- Effective on April 1, 2011, Employer’s contribution rate will increase from 10% to 10.9%. In the case of revenue sharing, 90.17% of any revenue sharing amount payable to any Musician will be treated as scale wages, and the remaining portion (i.e., 10.9% of the scale wages (9.83% of the total revenue sharing amount)), will be treated as a pension contribution payable on behalf of the Musician to the American Federation of Musicians and Employers’ Pension Fund.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the CBA (the Non-Supplemental Agreement Rates”) when both of the following events have occurred: (i) rates higher than the Non-Supplemental Agreement Rates are no longer required by the rehabilitation plan of the American Federation of 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.
Effective June 1, 2010\(^1\), Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the schedule of contribution rates of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement. Specifically, the Employer’s contribution rate under the CBA will increase as follows:

- Effective June 1, 2010, the Employer’s contribution rate will increase from 10% to 10.4%. In the case of revenue sharing, 90.58% of any revenue sharing amount payable to any Musician will be treated as scale wages, and the remaining portion (i.e., 10.4% of the scale wages (9.42% of the total revenue sharing amount)), will be treated as a pension contribution payable on behalf of the Musician to the American Federation of Musicians and Employers’ Pension Fund.

- Effective on April 1, 2011, Employer’s contribution rate will increase from 10% to 10.9%. In the case of revenue sharing, 90.17% of any revenue sharing amount payable to any Musician will be treated as scale wages, and the remaining portion (i.e., 10.9% of the scale wages (9.83% of the total revenue sharing amount)), will be treated as a pension contribution payable on behalf of the Musician to the American Federation of Musicians and Employers’ Pension Fund.

- Effective on October 1, 2012, the Employer’s contribution rate will increase from 11% to 11.99%. In the case of revenue sharing, 89.29% of any revenue sharing amount payable to any Musician will be treated as scale wages, and the remaining portion (i.e., 11.99% of the scale wages (10.71% of the total revenue sharing amount)), will be treated as a pension contribution payable on behalf of the Musician to the American Federation of Musicians and Employers’ Pension Fund.

The rates set forth in this Supplemental Agreement will be discontinued immediately and will revert to the rates set forth in the Philharmonia Baroque Orchestra Integrated Media Agreement as they may have been altered from time to time (without regard to the rehabilitation plan of the American Federation of Musicians and Employers’ Pension Fund) in subsequent negotiations (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 are not acceptable to the Board of Trustees of such Fund in the event of a reduction in the rate of contributions.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2010 Rehabilitation Plan.
SYMPH OPERA BALLET AUDIO VISUAL REHAB 2 AGRMT

Effective June 1, 2010\(^1\), Employer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the schedule of contribution rates of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement. Specifically, the Employer’s contribution rate under the CBA will increase as follows:

- Effective June 1, 2010, the Employer’s contribution rate will increase from 10% to 10.4%.
- Effective on April 1, 2011, Employer’s contribution rate will increase from 10% to 10.9%.

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

- Effective June 1, 2010 (or on the adoption date, if later), the Employer’s contribution rate under each Agreement will increase by 4%.
- Effective April 1, 2011 (or on the adoption date, if later) the Employer’s contribution rate under each Agreement will increase by 9%.
Producers 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” and subsequent updates), which is incorporated by reference into this Letter of Acceptance. Specifically, the Producer’s contribution rate, inclusive of all amounts required by the Fund’s Rehabilitation Plan, is as follows:

- Effective June 1, 2010, the contribution rate will increase to 12.48%.
- Effective April 1, 2011, the contribution rate will increase to 13.08%.
- Effective August 1, 2018, the contribution rate will increase to 14.39%. The Fund will not consider 9.09% of these contribution payments when calculating future pension benefits.
AFM PUBLIC RADIO AGREEMENT

Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, “New Media”), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer’s gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.
Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, “New Media”), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer’s gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.
13. **Pension Fund Contributions**

Effective August 1, 2018, Employer agrees to contribute an amount equal to 14.5% of all scale wages earned by each Musician under this Agreement on behalf of such Musician:

a. With respect to services rendered in the United States: to the American Federation of Musicians and Employers Pension Fund ("AFM-EP") created pursuant to the Trust Indenture created Oct. 2, 1959 and Employer further agrees to be bound by the Fund’s Agreement & Declaration of Trust, as amended from time to time. Such contributions shall be deemed to include all amounts required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016, which is incorporated by reference into this Agreement.

b. With respect to services rendered in the Dominion of Canada: to the Musicians’ Pension Fund of Canada created pursuant to the Agreement and Declaration of Trust dated April 9, 1962, and Employer further agrees to be to that Trust as amended from time to time.
Sound Recording Labor Agreement

8. Pension. Effective the first Monday of the month after ratification, increase the AFM-EPF “pre-rehab plan” rate to 11.75%.

The Streaming Obligation shall be paid as follows:

i. The Companies shall make an aggregate, lump-sum payment to the AFM-EPF in each year of the contract (“Pension Lump Sum”), which shall be paid in semiannual installments on August 15 and February 15 of each year, beginning in August 2017.

ii. The Pension Lump Sum shall be paid as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>UMG and Capitol</th>
<th>Hollywood Records</th>
<th>Sony Music</th>
<th>Warner Music Group</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$2,335,458.41</td>
<td>$138,532.09</td>
<td>$1,489,752.32</td>
<td>$1,036,257.18</td>
<td>$5,000,000.00</td>
</tr>
<tr>
<td>2018</td>
<td>$2,569,004.25</td>
<td>$152,385.30</td>
<td>$1,638,727.56</td>
<td>$1,139,882.89</td>
<td>$5,500,000.00</td>
</tr>
<tr>
<td>2019</td>
<td>$2,802,550.09</td>
<td>$166,238.51</td>
<td>$1,787,702.79</td>
<td>$1,243,508.61</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>

Notwithstanding the above:

1. In the event that the Streaming Obligation of any Company for any year is less than its share of the Pension Lump Sum for that year, that Company’s share of the Pension Lump Sum shall be reduced to its Streaming Obligation for that year and the Pension Lump Sum total shall be reduced by the same amount.

2. In the event that the Streaming Obligation of any Company for any year exceeds that Company’s share of the Pension Lump Sum in that year, the excess shall be paid to the SPF.

iii. If a new agreement is not reached by the expiration date, this provision shall continue, except that the Pension Lump Sum shall continue at the rate of $6,000,000 per year, subject to 6(c)(ii)(1) above, with each Company’s share to be paid as described below, until a new agreement is reached or the parties otherwise exercise their rights under the National Labor Relations Act.

<table>
<thead>
<tr>
<th>UMG and Capital</th>
<th>Hollywood Records</th>
<th>Sony Music</th>
<th>Warner Music Group</th>
<th>Total</th>
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<td>$1,243,508.61</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>
National Public Television Agreement

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund ("the fund") in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated by reference into this Letter of Acceptance. Specifically, the Producer’s contribution rates as follows:

- Effective June 1, 2010 the 10% contribution rate set forth in the National Public Television Agreement will increase to 10.4%
- Effective April 1, 2011, the 10% contribution rate set forth in the National Public Television Agreement will increase to 10.9%
AFM NONSTANDARD TELEVISION PAY TV REHAB 2 AGRMT

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund ("the fund" in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the "2010 Rehabilitation Plan"), which is incorporated by reference into this letter of Acceptance. Specifically, the Producer's contribution rates as follows:

- Effective June 1, 2010, the 10% contribution rate set forth in the Non-Standard (Pay TV) Agreement will increase to 10.4%.
- Effective April 1, 2011, the 10% contribution rate set forth in the Non-Standard (Pay TV) Agreement will increase to 10.9%.
SYMPH OPERA BALLET AUDIO VISUAL REHAB 2 AGRMT

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

- Effective June 1, 2010, the Employer's contribution rate will increase from 10% to 10.4%.
- Effective on April 1, 2011, Employer’s contribution rate will increase from 10% to 10.9%.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2010 Rehabilitation Plan.
SYNDICATED RADIO REHAB 2 AGRMT

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

- Effective June 1, 2010 (or on the adoption date, if later), the Employer’s contribution rate under each Agreement will increase by 4%.
- Effective April 1, 2011 (or on the adoption date, if later) the Employer’s contribution rate under each Agreement will increase by 9%.
Producers 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” and subsequent updates), which is incorporated by reference into this Letter of Acceptance. Specifically, the Producer’s contribution rate, inclusive of all amounts required by the Fund’s Rehabilitation Plan, is as follows:

- Effective June 1, 2010, the contribution rate will increase to 12.48%.
- Effective April 1, 2011, the contribution rate will increase to 13.08%.
- Effective August 1, 2018, the contribution rate will increase to 14.39%. The Fund will not consider 9.09% of these contribution payments when calculating future pension benefits.
AFM PUBLIC RADIO AGREEMENT

Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, “New Media”), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer’s gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.
AFM PUBLIC RADIO AGREEMENT REHAB 2

Employer may make audio and/or audiovisual recordings of live programs for archival purposes without additional compensation. Each archival recording, or portion thereof, may be made available for exhibition by way of the Internet, mobile electronic devices, and any other new media platform whether now known or hereafter known (hereinafter, "New Media"), in exchange for a one-time payment of twenty-five percent (25%) of the scale wages that were in effect at the time the live program was produced to each musician whose performance is exhibited, plus pension contribution at the applicable percentage rate, which pension contribution shall not be allocated to any particular individual. In addition, Employer shall pay five percent (5%) of Employer’s gross receipts derived from the license for exhibition in New Media of such program, or portion thereof, and any such payment will be paid to AFM and divided and distributed by AFM as follows: one-half (2.5%) to the AFM and Employers Pension Fund, not allocated to any particular individual, and one-half (2.5%) to musicians as deemed appropriate by AFM.
TELEVISION VIDEOTAPE AGRMT REHAB2

13. **Pension Fund Contributions**

Effective August 1, 2018, Employer agrees to contribute an amount equal to 14.5% of all scale wages earned by each Musician under this Agreement on behalf of such Musician:

a. With respect to services rendered in the United States: to the American Federation of Musicians and Employers Pension Fund ("AFM-EP") created pursuant to the Trust Indenture created Oct. 2, 1959 and Employer further agrees to be bound by the Fund’s Agreement & Declaration of Trust, as amended from time to time. Such contributions shall be deemed to include all amounts required under the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010, and updated June 27, 2016, which is incorporated by reference into this Agreement.

b. With respect to services rendered in the Dominion of Canada: to the Musicians’ Pension Fund of Canada created pursuant to the Agreement and Declaration of Trust dated April 9, 1962, and Employer further agrees to be to that Trust as amended from time to time.
AFM BASIC TELEVISION FILM AGREEMENT REHAB 2

Producer 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 Fund’s Board of Trustees on April 15, 2010, and updated June 27, 2016 and August 1, 2018 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 11.99% and from 11% to 13.189%. The Fund will not consider 9.09% of these contribution payments when calculating benefits.
AFM BASIC TELEVISION FILM AGREEMENT

Producer will contribute to the American Federation of Musicians and Employers’ Pension Fund (the “Fund”) in accordance with the contribution schedule of the rehabilitation plan adopted by the Board of Trustees of the Fund on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. Specifically, the Producer’s contribution rate is as follows:

- Effective June 1, 2010, the 10% contribution rate set forth in the Television Film Agreement will increase to 10.4%, and the 11% contribution rate set forth in the Television Film Agreement will increase to 11.44%.

- Effective April 1, 2011, the 10% contribution rate set forth in the Television Film Agreement will increase to 10.9% and the 11% contribution rate set forth in the Television Film Agreement will increase to 11.99%.
AFM BASIC THEATRICAL MOTION PICTURE AGREEMENT
REHAB 2

Producer 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 Fund’s Board of Trustees on April 15, 2010, and updated June 27, 2016 and August 1, 2018 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 11.99% and from 11% to 13.189%. The Fund will not consider 9.09% of these contribution payments when calculating benefits.
AFM BASIC THEATRICAL MOTION PICTURE AGREEMENT

Producer 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 Fund’s Board of Trustees on April 15, 2010 (the “2010 Rehabilitation Plan”), which is incorporated by reference into this Letter of Acceptance. The Rehabilitation Plan provides for an increase in the contribution rate set forth in the Motion Picture Agreement from 10% to 10.9% and from 11% to 11.99%.
TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENT
AGRMT REHAB 2

(a) Revise Section 1 as follows: “Employer shall contribute an amount equal to 16.5% of all earnings (excluding health and welfare payments, cartage fees, late payment penalties and travel, food and clothing expenses) of whatever nature covered by this Agreement, computed at scale earnings. Of this contribution, X% shall be allocated to the Pension Fund and 0.25% to the Administrative Maintenance Fund (defined below).

JPC 17: All rates, terms and provisions of a new Agreement shall be effective February 14, 2014 upon execution of the MOU and shall apply to all music tracks produced after execution of the MOU and all “new” commercials (as defined in the CBA) produced after execution of the MOU, and Employers will have sixty (60) days following ratification of the new Agreement by the Union to comply with such new rates, terms and provisions.
TELEVISION AND RADIO COMMERCIAL ANNOUNCEMENT
AGRMT

JPC 16: Article XVII - Pension Fund.

(a) Revise Section 1 as follows: “Employer shall contribute an amount equal to 16.5% of all earnings (excluding health and welfare payments, cartage fees, late payment penalties and travel, food and clothing expenses) of whatever nature covered by this Agreement, computed at scale earnings.” Of this contribution, X% shall be allocated to the Pension Fund and 0.25% to the Administrative Maintenance Fund (defined below).

JPC 17: All rates, terms and provisions of a new Agreement shall be effective February 14, 2014 upon execution of the MOU and shall apply to all music tracks produced after execution of the MOU and all “new” commercials (as defined in the CBA) produced after execution of the MOU. and Employers will have sixty (60) days following ratification of the new Agreement by the Union to comply with such new rates, terms and provisions.