

MEMORANDUM OF AGREEMENT BETWEEN THE LEAGUE OF AMERICAN THEATRES & PRODUCERS (“the League”), MUSICAL RIGHTS, INC. (“MRI”) and Buena Vista Theatrical Group Ltd d/b/a DISNEY THEATRICAL PRODUCTIONS (“DTP”) and ASSOCIATED MUSICIANS OF GREATER NEW YORK, LOCAL 802, AFM, AFL-CIO (“the Union”)

WHEREAS, the Union and the League, the Union and MRI, and the Union and DTP are parties to collective bargaining agreements which expired on March 4, 2007 (“the Contracts”);

WHEREAS, a primary focus of negotiations for a successor agreement was to provide for improved and sustainable health benefits for employees working under the Contracts; and

WHEREAS, the parties reached an economic settlement designed improve those benefits;

NOW THEREFORE, the parties agree as follows;

1. The Contract is extended until March 7, 2010, except as modified below.
2. The economic changes agreed to herein were designed to provide the Trustees of the Health Benefit Plan (“HBP”) and the Trustees of the Sick Pay and Hospitalization Plan (“HP”) with additional funding that enables them to implement the new health benefits described in the Joint Trust Resolution, attached hereto as Appendix A.
3. As reflected in the agreement of the HBP and HP Funds’ trustees in the attached Joint Trust Resolution, the parties agree that the best interest of Broadway musicians will be served by merging the HBP and the HP (the merged plan is referred to here as the “Merged Plan”).
4. The attached Joint Trust Resolution provides that the benefit improvements described therein will be implemented as of October 1, 2007. Nonetheless, this Agreement does not guarantee any particular level of benefits, nor does it require the Employers, under any circumstances, to contribute more to the HBP, HP or Merged Plan than the amount required by the Contracts, as modified by this Memorandum of Agreement.
5. Wage Diversions to Provide Improved Health Benefits
 - A. In lieu of wage increases in the first and third years of the Contracts for employees other than music preparation personnel, the weekly contribution to HBP required under XV.D.1(a) shall be increased by \$44 per week effective March 5, 2007 and by an additional \$44 per week effective March 2, 2009. Appendix B sets forth the cumulative HBP weekly contribution rate during the term of this agreement, including all HBP and other weekly contributions applicable to playing musicians required by the grievance settlement attached hereto.
 - B. The payments provided for in the attached settlement agreement are in lieu of any HBP, HP or Merged Plan escalators (*e.g.*, the increase in HBP contributions provided for in Article XV.D.1(a)) that might otherwise be due under the collective bargaining agreement through and including March 7, 2010.
 - C. The existing vacation pay entitlement for music preparation personnel under Schedule B, Section I(14) and Schedule C.J, (three percent (3%) of gross wages) shall be diverted to HBP.
6. Contributions after a Merger:
 - a. Effective upon a merger of HBP and HP (the “merger”) all required contributions to HBP shall be made instead to the Merged Plan.
 - b. Effective upon a merger \$29.91 per week, currently contributed to the HP for Hospitalization, shall be contributed instead to the Merged Plan.
 - c. Effective upon a merger one (1) percent of gross wages, currently contributed to HP for Sick Pay, shall be contributed instead to the Merged Plan
7. Wage Increases
 - A. All the wage scales in the Contracts, excluding those for music preparation personnel, including copyists, shall be increased as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
March 5, 2007	0 %
March 3, 2008	3.5 %
March 2, 2009	0 %

B. The minimum rates for employees under Schedules B and C, both page and hourly rates, shall be increased as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
March 5, 2007	2 %
March 3, 2008	2 %
March 2, 2009	2 %

8. This agreement is subject to ratification by the Local 802 Executive Board and the bargaining unit.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.

CONFIRMED AND AGREED:

**THE LEAGUE OF AMERICAN
THEATERS & PRODUCERS INC.**

**ASSOCIATED MUSICIANS OF GREATER
NEW YORK, LOCAL 802, AFM, AFL-CIO**

(signature)

(signature)

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Dated _____

Dated _____

MUSICAL RIGHTS INC.

**B.V. THEATRICAL GROUP LTD. D/B/A
DISNEY THEATRICAL PRODUCTIONS**

(signature)

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Dated _____

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APPENDIX A
JOINT TRUSTEES' RESOLUTION

The Trustees of the Health Benefit Plan (“HBP”) and the Trustees of the Sick Pay and Hospitalization Plan (“HP”) (referred to collectively as “the Trustees”) have entered into this Joint Resolution which is attached as Appendix A to the recently negotiated *Memorandum of Agreement* between the League of American Theaters & Producers (“the League”), Musical Rights, Inc. (“MRI”) and Buena Vista Theatrical Group Ltd d/b/a/ Disney Theatrical Productions (“DTP”) (collectively the “Employers”) and the Associated Musicians of Greater New York, Local 802, AFM, AFL-CIO (“the Union”) (“the League Agreement”), which modifies the collective bargaining agreements between the Union and each Employer (the “2003-2007 Broadway Agreements”). The collective bargaining agreements for the Employers created by virtue of the League Agreement are referred to herein as the “2007-2010 Broadway Agreements”.

1. Merger of the Funds

The Trustees have determined that it is appropriate to merge the HBP and the HP and agree to implement such merger as soon as is reasonably practicable, but no later than July 1, 2007. The Board of Trustees of the Merged Plan, the name of which shall be determined, shall have five management and five union trustees. The League shall appoint at least three of the management trustees. The other two representatives shall be appointed by such entity or industry group with the next largest (after the Employers) aggregate contributions to the Merged Plan at the time of any vacancy. Voting shall be on a unit basis, with one vote cast by the management trustees and one vote cast by the union trustees. The Trustees and the Trustees of the Merged Plan shall take such actions (including the amendment of the Plan documents and Trust Agreements of the Plans and the Merged Plan, as necessary) to effectuate the terms of this resolution. The following terms shall be incorporated into the merger agreement.

2. Benefits

Effective as of October 1, 2007, the Merged Plan shall provide at least the following benefit tiers to any participant who meets the contribution eligibility requirements for that benefit tier and otherwise complies with such requirements as set by the Merged Plan’s Trustees:

- A. Plan “A +” major medical and other coverage with hospitalization benefits (which hospitalization coverage shall consist of the hospitalization benefits currently provided by the HP). Plan A+ major medical and other coverage shall be the major medical and other coverage now provided by the HBP with the following improvements:
 - i. an increase in the annual cap on medical coverage per covered person from \$50,000 to \$250,000;
 - ii. the reinstatement of the out-of-network medical coverage that existed immediately prior to January 1, 2007 (description to be attached); and
 - iii. the reinstatement of the prescription drug coverage that existed immediately prior to January 1, 2007. (description to be attached)
- B. Plan “A +” (as described above) without hospitalization coverage.
- C. Plan “A +” (as described above) without hospitalization coverage and with a semi-annual election to buy coverage under the existing HMO option at the monthly cost of the applicable participant premium co-payment plus \$100 for individual coverage and \$200 for family coverage.
- D. Plan “A” consisting of the existing (after January 1, 2007) major medical and other coverage provided under the Plan “A” by the HBP.
- E. Plan “B” consisting of the existing (after January 1, 2007) medical coverage provided under Plan B of the HBP
- F. Grandfathered Hospitalization Coverage for the existing Chairs - Participants who, as of March 4, 2007, were entitled to HP coverage by virtue of being a regular Chairholder of a Broadway orchestra will continue to be eligible for such coverage to the extent that they (i) continue to hold that Chair in that orchestra and (ii) would, under the rules existing as of March 4, 2007, be entitled to continuation of such coverage by virtue of holding that Chair. This coverage shall otherwise only be available as part of Plan A+ and only to musicians (including Broadway Chairs) who meet the eligibility requirements established by the Merged Plan Trustees as described herein. The buyup cost for family coverage for participants qualifying for hospitalization coverage only under this paragraph will be the incremental cost of the additional coverage, as determined by the Trustees of the Merged Plan.

While the benefit tiers described in this section 2 are descriptive of the plan of benefits that will be implemented as of October 1, 2007, the Trustees of the Merged Plan retain the sole and exclusive discretion, subject to Paragraph 4 hereof, to modify, alter or reduce the level of benefits provided under each tier.

From the date of the merger through September 30, 2007, the existing HP benefits shall be provided by the Merged Plan (and the eligibility and other rules of the HP shall govern such benefits) and the existing HBP benefits shall be provided by the Merged Plan (and the eligibility and other rules of the HBP shall govern such benefits).

3. Eligibility Rules

The Trustees of the Merged Plan shall set the semi-annual eligibility requirements for the various benefit tiers in accordance with this section. To determine whether an individual satisfies such requirements, the Merged Plan shall take into account the actual amount of contributions made on behalf of such individual and the amount of credits as provided below in subparagraph 3(B).

(A) The Semi-Annual Dollar Eligibility Levels

The Trustees have determined that the initial dollar eligibility levels for the various benefit tiers outlined above for the benefit coverage periods from October 1, 2007 through March 31, 2008 (which are based on contributions and credits for the period from January 1, 2007 through June 30, 2007) and April 1, 2008 through September 30, 2008 (which are based on contributions and credits for the period from July 1, 2007 through December 31, 2007), shall be as follows:

- (a) Plan "A +" with hospitalization - \$4300 plus a participant premium co-payment for family coverage of \$200 per month (no premium co-payment for individual coverage).
- (b) Plan "A +" without hospitalization - \$3200 plus a premium co-payment for family coverage of \$200 per month.
- (c) HMO option - \$3200 plus a premium co-payment of \$100 for individual coverage and \$400 for family coverage.
- (c) "Plan "A" - \$1400 plus a premium co-payment of \$25 per month for individual coverage and \$135 per month for family coverage.
- (d) Plan "B" - \$ 500 with no premium co-payments.

For the benefit period from October 1, 2007 through March 31, 2008 only and only for the purposes of determining eligibility for benefits, employees working under a 2007-2010 Broadway Agreement shall be treated by the Merged Plan as though contributions made to the HBP and the HP from January 1, 2007 through March 3, 2007 were made at the rate set forth in the 2007-2010 Broadway Agreement, rather than the rate set forth in the 2003-2007 Broadway Agreement.

These dollar eligibility and co-payment levels shall be adjusted by the Trustees of the Merged Plan no less than annually as follows: The dollar eligibility level at each level of benefits shall be the cost of that level of benefits plus an additional amount (the "additional reserve amount") deemed appropriate by the Trustees of the Merged Plan (in consultation with the Merged Plan actuary) to build and maintain an adequate reserve, less the participant premium co-payment amount.

Establishment or modification of an additional reserve amount below 6.75% of the annual cost of a level of benefits requires a vote of the Employer Trustee bloc and the Union Trustee bloc of 2-0. The Trustees of the Merged Plan shall not modify the dollar eligibility requirements for other reasons or to any other effect.

(B) Credits Towards Eligibility

In connection with the merger of the Plans and to take into account the different levels of contributions of participating employers and the different levels of reserves contributed by the Plans that are merging, credits will be added to the actual contributions made to the Merged Plan on behalf of musicians who work under the 2007-2010 Broadway Agreements or their successors ("Post-2007 Broadway Agreements") based upon the source of the contributions.

The Trustees of the Merged Plan shall have the sole and absolute discretion to set the amount of the credits, provided that they shall use the methodology set forth herein. The pro rata credit must make Plan "A+" with hospitalization coverage achievable based upon a playing musician working an average of 5.7 shows a week under the Post-2007 Broadway Agreements during the eligibility measuring period and that the credit shall apply equally to each performance worked and proportionately to all other work performed under Post-2007 Broadway Agreements in a capacity that would have required a

contribution to the HP under a 2003-2007 Broadway Agreement.¹ Thus, for example, the per performance credit under the Post-2007 Broadway Agreements shall be the difference between the dollar eligibility level and the contributions that would be due for a musician that works an average of 5.7 shows a week under the Post-2007 Broadway Agreements. The Trustees of the Merged Plan will determine the amount of the credit per show in advance of each eligibility measuring period, except for the initial period, for which such announcement shall be done as soon as practicable and shall be adjusted to reflect that the new level of contributions are effective on March 5, 2007.

The credit shall continue to be applied until the date by which the aggregate of the credits equals the amount of the reserve in the HP as of April 1, 2007, adjusted to reflect interest earned.

4. Creation of Reserves

With respect to Plan “A+” (both with and without hospitalization benefits), the Trustees shall not increase benefits or the manner in which benefits are provided unless (i) such modification is cost-neutral over the long-term and/or is funded solely by the participants and (ii) the vote of the Employer Trustee bloc and the Union Trustee bloc is 2-0 in favor of the modification.

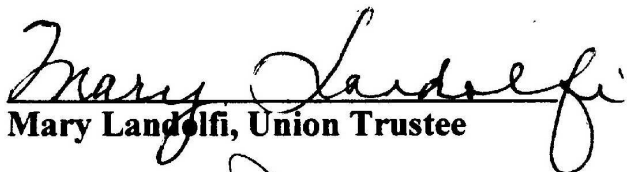
The increased contribution levels provided in the Post-2007 Broadway Agreements and the reserves created by them shall not be used to subsidize the availability of benefits to musicians, including maintaining proportionately the creation of reserves.

5. No Dilution of the Sick Pay Benefit

Nothing in this resolution shall be construed as reducing or diluting the payment of sick days as is currently provided by the HP or expanding the entitlement to such sick days beyond that which currently exist as set forth in the collective bargaining agreements. The Trustees of the Merged Plan will maintain adequate reserves for the payment of such benefits. Contributions for sick pay benefits shall not be considered for the purposes of determining whether an individual qualifies for health and/or hospitalization benefits.

¹ The allocation of credits to employees of employers (other than the Employers) that contributed to the HP shall be determined by the Merged Plan Trustees.

May 16, 2007


Mary Landolfi, Union Trustee

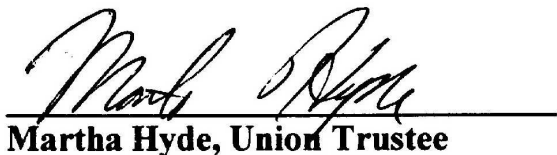

Irving Cheskin, Employer Trustee

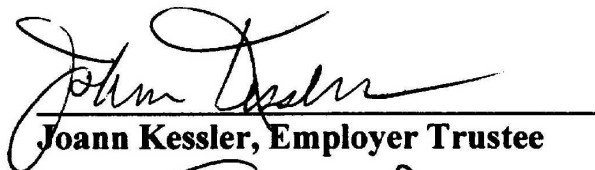

Bill Dennison, Union Trustee


Harriet Slaughter, Alt. Employer Trustee

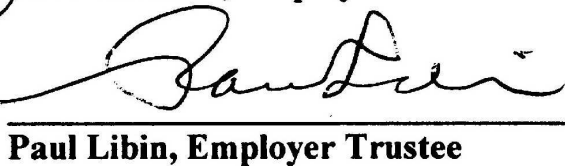

Jay Blumenthal, Union Trustee


Anne Power, Employer Trustee


Martha Hyde, Union Trustee


Joann Kessler, Employer Trustee


David Lazar, Employer Trustee


Paul Libin, Employer Trustee

APPENDIX B

Total Weekly Contributions to the HBP (not including sick pay and Hospitalization Contributions) for playing musicians under Article XV.D.1(a)

<u>Effective Date</u>	<u>Cumulative Weekly Contribution</u>
March 5, 2007	\$ 134
September 3, 2007	\$ 138
March 3, 2008	\$ 142
September 1, 2008	\$ 146
March 2, 2009	\$190 (Additional \$4 if necessary)
September 7, 2009	\$190 (Additional \$4 if necessary)

The contributions applicable to work other than weekly performance and/or weekly rehearsal work are addressed in the grievance side letter attached hereto in Appendix C.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.

CONFIRMED AND AGREED:

**THE LEAGUE OF AMERICAN
THEATERS & PRODUCERS INC.**

**ASSOCIATED MUSICIANS OF GREATER
NEW YORK, LOCAL 802, AFM, AFL-CIO**

(signature)

(signature)

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Dated _____

Dated _____

MUSICAL RIGHTS INC.

**B.V. THEATRICAL GROUP LTD. D/B/A
DISNEY THEATRICAL PRODUCTIONS**

(signature)

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Dated _____

Dated _____

APPENDIX C

Side letter # 1

Re: Health Contribution Escalator Grievance

This confirms our agreement to resolve the above-reference grievance pursuant to the following terms:

1. Effective March 5, 2007, the Employers will contribute an additional \$28 per week into the HBP.
2. The condition precedent to the obligation to pay such semi-annual \$4 increases in the weekly contributions to the HBP (as those terms are defined in the MOA) that might otherwise be required by Article XV.1.D(a) for the first two years of the new collective bargaining agreement have been met, thus requiring an additional increase of \$4 in the HBP contribution effective March 5, 2007, September 5, 2007, March 3, 2008 and September 8, 2008. Notwithstanding Paragraph 5.B of the parties' MOA, during the third contract year, Article XV.D.1(a) of the collective bargaining agreement shall continue to apply.

3. The Employers also agree that the daily contribution rate to the HBP rate for copyists shall be as follows:

<u>Effective Date</u>	<u>Daily Rate</u>
March 5, 2007	\$ 40.00
March 3, 2008	\$ 41.50
March 2, 2009	\$ 43.00

4. The Employers also agree that the daily contribution rate to the HBP rate for orchestrators and arrangers shall be as follows:

<u>Effective Date</u>	<u>Daily Rate</u>
March 5, 2007	\$ 55.00
March 3, 2008	\$ 56.50
March 2, 2009	\$ 58.00

5. In consideration of the above, the Union withdraws with prejudice and waives (a) its prior grievance; (b) all claims for additional benefit contributions under the parties' prior agreement, including but not limited to any claim for any contribution increase pursuant to any contribution escalator(s) in the parties' prior agreement; and (c) all claims related to the health benefit plan, the hospitalization plan, the requirements of the Employers to contribute to said plans, or any other related claims, that could be made on behalf of any employee working pursuant to the parties prior agreement and/or any HBP plan participant/beneficiary, including, but not limited to, all claims or potential claims based on any modification/decrease in benefit levels, increase in eligibility requirements, or institution of any co-pay or other participant requirements as a result of the any failure to implement the escalators under the parties' prior agreement.

6. The parties agree that the increases provided for in this side letter and those which are attributable to the wage diversion in the MOA shall apply to the daily rehearsal and audition rates under Article XV.D.2(b) as follows:

<u>Effective Date</u>	<u>Initial Rate</u>	<u>Maximum Daily Rate</u>
March 5, 2007	\$ 12.00	\$24.00
March 3, 2008	\$ 13.60	\$27.20
March 2, 2009	\$ 18.00	\$36.00

7. It is understood that the contributions referred to in paragraphs 1 and 2 above are in addition to the existing \$58 weekly HBP contribution required under Article IV.D.1(a) and such other contributions that may be due under the parties' MOA

8. Upon the effective date of a merger of the HBP Fund and the into the HP, the contributions set forth above shall be made to the Merged Fund.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.

CONFIRMED AND AGREED:

**THE LEAGUE OF AMERICAN
THEATERS & PRODUCERS INC.**

**ASSOCIATED MUSICIANS OF GREATER
NEW YORK, LOCAL 802, AFM, AFL-CIO**

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Dated _____

Dated _____

MUSICAL RIGHTS INC.

**B.V. THEATRICAL GROUP LTD. D/B/A
DISNEY THEATRICAL PRODUCTIONS**

(signature)

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Dated _____

Dated _____

Side letter #2

Re: Copyists Committee

This confirms our agreement to appoint a committee of League and Union representatives who are knowledgeable about music preparation. This Committee shall meet as often as it would seem productive, but no less than semi-annually.

The discussions of the committee should be kept confidential to allow for a free and open dialogue. In the event the committee reaches a consensus on any issue, it shall make a written recommendation addressed to the parties to this agreement. The recommendation is non-binding unless and until the parties reach formal agreement on whether and in what form to adopt the recommendation.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.

CONFIRMED AND AGREED:

**THE LEAGUE OF AMERICAN
THEATERS & PRODUCERS INC.**

**ASSOCIATED MUSICIANS OF GREATER
NEW YORK, LOCAL 802, AFM, AFL-CIO**

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DISNEY THEATRICAL PRODUCTIONS**

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Dated _____

Dated _____

Side letter # 3

Re: Continuing Dialogue

The following understanding was reached between the parties in connection with the negotiation of the successor collective bargaining agreement. In an attempt to build on the collaborative and efficient manner in which the parties were able to address the health care crisis in the recent negotiations, the parties have agreed to meet regularly in an effort to establish common ground on other issues during the term of the agreement.

Thus, the parties agree to establish a committee of representatives of the Union and the employer parties to meet as often as it would seem productive, but no less than quarterly.

The discussions of the committee should be kept confidential to allow for a free and open dialogue and not referred to or cited in anyway. It is understood, however, if the committee believes that, as a result of any dialogue, a substantive agreement may become possible, the discussion may with agreement of all parties become public and be a basis for exploring a formal agreement. It is understood that even in that event, such public discussions are without prejudice or any binding commitment unless and until formalized by the parties.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.

CONFIRMED AND AGREED:

**THE LEAGUE OF AMERICAN
THEATERS & PRODUCERS INC.**

**ASSOCIATED MUSICIANS OF GREATER
NEW YORK, LOCAL 802, AFM, AFL-CIO**

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DISNEY THEATRICAL PRODUCTIONS**

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Dated _____

Dated _____

Side letter # 4

Alan Frost, V.P. Labor Relations
Disney Theatrical Productions
1450 Broadway
New York, NY 10018

Dear Mr. Frost,

In context of reaching a new collective bargaining agreement, the Union confirms that it will withdraw with prejudice its demand for arbitration concerning the number of musicians employed on the production of Mary Poppins.

Sincerely yours,

MARY LANDOLFI

(date)

Side letter # 5

Mr. Seth Popper, Director Labor Relations
226 West 47th
New York, NY 10036

Re: Settlement of Grievances and Special Situations Procedure

Dear Mr. Popper,

The following states the parties' agreement to resolve any and all grievances or claims arising out of the size of the orchestras of the following productions: The Drowsy Chaperone, Hot Feet, and The Woman in White.

1. Based upon the undertakings contained herein, the Union withdraws with prejudice, any and all grievances, arbitrations and claims regarding any of the above productions, and waives any claim against such production it may have or had with respect to the size of the orchestras playing these productions.
2. The financial terms of the settlement proposed by the parties and accepted regarding the outstanding Special Situations determination for The Woman in White shall be met. The Employer shall make a payment of \$15,000 to Local 802 Emergency Relief Fund.

The parties have agreed to a procedure applicable to requests for Special Situations. Such procedure is not intended to modify the contract, but to provide for procedural guidelines, which, as provided therein, are subject to change, modification or withdrawal by either party. The parties have further committed to update the list of neutral panel members and to work out an arrangement for paying the panel members for their services.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.
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CONFIRMED AND AGREED:

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Dated _____

Dated _____

Special Situations Procedures

WHEREAS, the collective bargaining agreement (the “Agreement”) between the League of American Theatres and Producers, Inc. (the “League”), Disney Theatrical Productions (“Disney”) and Local 802, American Federation of Musicians (“Local 802” or the “Union”) provides for “Special Situations” under Article V Section G; and

WHEREAS, the League, Disney and Local 802 wish to establish procedures to apply both before and at the hearing of the Special Situations Committee (the “Committee”);

THEREFORE, the parties agree as follows:

1. Nothing herein should be deemed a waiver or expansion of the rights and obligations contained in the parties’ collectively bargained agreement. The parties have agreed to implement these procedures on a trial basis, and either party may revoke such procedures in writing at any time.

To the extent a League production is making such application, the League shall be the party responsible hereunder for administering these procedures. To the extent Disney is making application hereunder, Disney shall be responsible for administering these procedures.

2. Application

A production may invoke Article V Section G by filing a written application (the “Application”) with Local 802 (and the League for League productions) stating:

- a. The name of the production;
- b. The theater in which the production is expected to play; and
- c. The anticipated instrumentation.

The production invoking special situations shall endeavor to do so as expeditiously as possible after such time as the production confirms it is opening on Broadway, has identified the theater in which it is to play and that it will need to make such application. The League, Disney and Local 802 recognize the mutual goal of the completion of the procedure described herein as soon as possible.

3. Establish a Schedule

Within 5 business days after the Application is filed, the League/Disney, producer and the Union will establish a schedule for a Primary Meeting, a Secondary Meeting (if necessary) and a Committee Hearing before the neutral panel members.

4. Primary Meeting

Within fourteen (14) calendar days after the Application is filed, there shall be a Primary Meeting of representatives of the Union, the League/Disney, and the production. At this meeting the production and the League/Disney shall identify the criteria of Article V Section G on which they rely, and to explain why the production qualifies as a Special Situation.

The Union may ask whatever questions it deems appropriate, and will be provided with a written piano score, and any instrumental/conductor’s score already created (e.g., if the production has been produced previously elsewhere), any recorded presentation of the music in the production, and a copy of the script/book and any other requested material reasonably related to the Application.

5. Secondary Meeting

If the Union agrees that the production qualifies as a Special Situation, the Union, and the League/Disney will agree on a writing setting forth their understanding.

If the Union concludes that Special Situation status is not appropriate, there shall be a Secondary Meeting within fourteen (14) calendar days of the Primary Meeting at which the Union shall explain its reasons and the facts upon which it relied. The matter shall then proceed to a hearing before the Committee within fourteen (14) calendar days of the Secondary Meeting.

6. Except for written submissions or any audio or video presentations by either party, all discussions and deliberations shall be off the record and may not be cited in any proceeding.

7. Impaneling Procedures

After the Secondary Meeting, the Committee shall be impaneled as soon as possible, with a date selected in consultation with the Committee members. The parties shall endeavor, where possible, to arrange for the impaneling of the Committee as early as possible.

- a. After agreeing upon a potential date for the Committee Hearing pursuant to paragraph 3 above, the League/Disney and the Union shall determine which Neutrals are available on that date.
- b. There shall be one or three neutrals on the Committee, plus two representatives of the League/Disney and two representatives of the Union.
- c. Before the Committee Hearing, neutral member(s) shall receive:
 - i. Name of the show;
 - ii. The proposed orchestration/instrumentation and applicable theater minimum;
 - iii. These procedures;
 - iv. The applicable contract language.
- d. At least seven (7) calendar days before the Committee Hearing the parties shall endeavor to exchange all documentation that they intend to present, as well as the names and backgrounds of any individuals expected to provide testimony. On request of the Union, the production shall make the orchestrator available for the hearing. The mutual goal of the parties shall be to try to ensure that each party has as full and complete an understanding of the other's position and information/evidence that will be presented before the Committee

8. Hearing Procedure

- a. The Committee shall set aside at least four (4) hours to hear and decide the matter.
- b. The parties shall not be restricted as to the evidence they present before the Committee, except as limited by the Agreement.
- c. Once impaneled, neutral Committee members shall not meet individually with either party at any time.

9. Committee Deliberations

- a. The Committee's deliberations shall be conducted "in person" after the hearing is concluded.
- b. Panel members shall consider all evidence presented.
- c. Panel members shall meet as one body (i.e. the neutrals shall not meet alone at any time).

10. Decision

The decision shall be in writing and shall be as detailed as possible explaining the basis for the acceptance or rejection of the application. The parties shall endeavor to create a standard form to be used by each Committee impaneled pursuant to the Agreement to complete and report out its decision.

11. The parties shall endeavor to:

- a. Agree upon additional neutral panelists to serve;
- b. Agree upon a fee structure to compensate neutral panelists in an effort to recognize the important service they provide the parties in administration of the agreement.

Please confirm that this accurately reflects the parties' agreement by signing in the space provided below.

CONFIRMED AND AGREED:

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