

MEMORANDUM OF AGREEMENT

RADIO CITY PRODUCTIONS, LLC – AND – LOCAL 802, AFM

Memorandum of Agreement by and between Radio City Productions, LLC ("Radio City") and Associated Musicians of Greater New York, Local Union 802, American Federation of Musicians (the "Union") wherein the parties agree as follows:

1. Except as provided below, the collective bargaining agreement between Radio City and the Union effective June 5, 2005 – May 31, 2011, Amended and Restated as of July 23, 2008, shall continue in full force and effect.
2. **Article II, Term**, shall be amended to provide that the Agreement shall be effective for the period June 1, 2011 through May 31, 2016 (5 years).
3. **Article IV, Work Week, Performance Length and Starting Time, paragraph (c) Playing Time in Excess of 90 Minutes, subparagraph (i)** shall be amended as follows: "Notwithstanding the foregoing, (i) in the event the playing time on any performance of a Revue production that has 40 or more performances, other than a preview performance, exceeds 90 minutes, then for that year's run of the Revue production, Radio City shall have a total of 20 minutes of grace time, allocated, at the discretion of Radio City, to one or several performances of that Revue production; in the event that 20 minutes is exceeded, then the foregoing overtime provisions shall apply; and (ii) in the event playing time on a preview performance exceeds 90 minutes, overtime shall not be payable for the first 10 minutes beyond 90 minutes; any performance before the official opening performance, excluding runthroughs and dress rehearsals, shall be considered a preview performance."

4. **Article V, Wage Scale**, paragraph (a) shall be amended to substitute the following:

As of June 1, 2011 – increase by 2%

As of June 1, 2012 – increase by 2.9%

As of June 1, 2013 – increase by 2.8%

As of June 1, 2014 – increase by 2.7%

As of June 1, 2015 – increase by 2.7%

5. **Article VI, Rehearsal Conditions**, paragraph (a) shall be amended to substitute the following:

As of June 1, 2011 – increase by 2%

As of June 1, 2012 – increase by 2.9%

As of June 1, 2013 – increase by 2.8%

As of June 1, 2014 – increase by 2.7%

As of June 1, 2015 – increase by 2.7%

6. **Article XIV, Open Performance Interviews (Auditions)/Offers of Employment**, shall be amended by deleting paragraph (a) and substituting new paragraph (a) as follows:

(a) All positions for the Christmas Spectacular (other than those occupied by musicians in the Employment Pool as it may then exist) shall be hired through open performance interviews (auditions), the date and time of which shall be posted at the Music Hall with copy to the Union. Musicians who are no longer members of the Employment Pool shall be entitled to participate therein, except that any musician who has been discharged for cause shall not be entitled to participate in open

performance interviews (auditions). Musicians removed from the Employment Pool for musical ability shall not be considered to be discharged. In the pre-selection of auditioners, Radio City shall consult a pool member (to the extent there is one) from the appropriate instrument family; the pre-selection decision, however, shall be made by Radio City in its sole and exclusive discretion. Decisions as to the hiring of musicians through the open performance interviews (auditions) shall be made by those individuals responsible for the musical aspects of the production, including the conductor, based on their judgment as to the requirements of the work (*e.g.*, sound quality, musicianship, instrumentation). The contractor shall be invited to observe all open performance interviews (auditions) and provide his/her opinion and input to the conductor, whose decision shall be final and not subject to the grievance and arbitration procedure of this Agreement. Notwithstanding the foregoing, Radio City may, in the exercise of its sole and exclusive discretion, offer employment to musicians who have obtained positions through the audition process, provided that they performed in the prior season's orchestra.

7. **Article XXII, Health Benefits, paragraph (b) Health Benefits for Others**, shall be amended by adding after the words "with a cap of \$72 per week", the following parenthetical: "(with a cap of \$156 per week for those musicians who are offered and have accepted employment on a chair sharing basis for the Christmas Spectacular (including organists), and for conductors who are employed on at least 20% of the performances of the Christmas Spectacular)."

8. **Article XXXI, Television/Recording/Commercials/Promotional Use, paragraph (g) Radio City Promotional Rights**, shall be amended by deleting paragraph (g) and substituting new paragraph (g) as follows:

(g) **Radio City Promotional Rights**. In addition to the rights set forth in Paragraph (f) above, up to three minutes of any video or audio recording (but not an entire musical number) may be used without paying additional compensation for any promotional purposes, including, without limitation, promoting Radio City Productions, Radio City Music Hall, the Rockettes, The Madison Square Garden Company (or successor parent company), its subsidiaries and its teams, productions of Radio City and any other Radio City activity where Radio City musicians would be employed under this Agreement. Promotional purposes include without limitation (1) use at press and publicity events, The Madison Square Garden Company and related entity shareholder meetings or television industry conventions; (2) use on the Internet and in all non-broadcast outlets, including but not limited to, use under the Radio City Music Hall marquee, lobby loops, in-store, in-hotel videos, in-flight, tour bus and taxi videos, sales kiosks, elevators, billboards, Garden Vision, movie trailers, group sales videos, and retail promotions; (3) use on broadcast television and/or radio in news, and public and affairs programs, on talk shows, in programs, including documentaries, and in public television underwriting spots; and (4) use on non-broadcast television channels of The Madison Square Garden Company (or successor parent company), and any 50% or more The Madison Square Garden Company (or successor parent


company) owned non-broadcast programming services or systems. Where feasible, such promotional use will credit the “Radio City Orchestra” via a voice-over, graphic or other suitable means.

9. **Exhibit A** – see updated Radio City Employment Pool attached.
10. Radio City shall not exercise its rights under Article XIII, Employment Pool, paragraph (b)(i), for the 2011 Christmas Spectacular.
11. **Sideletter 1** – Effective June 1, 2013, the amount of severance pay shall be increased to eleven (11) weeks of pay, and effective June 1, 2015, the amount of severance pay shall be increased to twelve (12) weeks of pay.
12. **Sideletter 3** shall be deleted.
13. Add new sideletter confirming that George Wesner shall continue to receive Plan A coverage for so long as he is engaged by Radio City as an organist for the Christmas Spectacular and that all organists shall continue to receive pension contributions in accordance with Article XXI, Pension.
14. Add a new sideletter as follows: “In the event that pursuant to Article XXXI(g), Radio City Promotional Rights, Radio City uses a video or audio recording that exceeds 3 minutes but is no more than 5 minutes, Radio City shall pay each musician whose performance is captured in such recording a fee of \$165 provided that no musician shall be entitled to more than one fee per 90-minute show, without regard to the number of recordings used from that show.”

15. The terms of this Memorandum of Agreement shall be subject to ratification.

ASSOCIATED MUSICIANS
OF GREATER NEW YORK,
LOCAL UNION 802,
AMERICAN FEDERATION OF MUSICIANS

RADIO CITY PRODUCTIONS, LLC

By: 
Date: 8/5/11

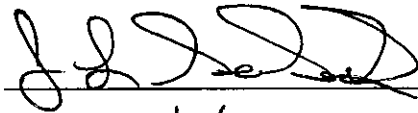
By: 
Date: 8/5/11

EXHIBIT A
RADIO CITY ORCHESTRA
EMPLOYMENT POOL AS OF AUGUST 5, 2011

Andrea Andros	Janet Axelrod
Hollis A. Burrige	Sarah Carter
John M. Cipolla	Mario DeCuitiis
Eric DeGioia	Michael Gillette
Mark Johansen	Susan Lorentsen
Samuel Marder	Thomas Olcott
Thomas Oldakowski	Holly Ovenden
Andrew Rodgers	Mary L. Rowell
Joshua Siegel	