

MEMORANDUM OF AGREEMENT BETWEEN  
 THE AMERICAN FEDERATION OF MUSICIANS  
 OF THE UNITED STATES AND CANADA  
 AND  
 NATIONAL PUBLIC TELEVISION PRODUCERS

At the culmination of the recent round of collective bargaining between the undersigned producers (“Employer”) and the American Federation of Musicians of the United States and Canada (the “AFM,” “Federation,” or “Union”), the parties have agreed upon a successor National Public Television Agreement (the “Agreement”), as set forth below in this Memorandum of Agreement (“MOA”), which shall become effective upon ratification by the bargaining unit.

Except as specifically set forth below and all necessary conforming changes, all terms and conditions of employment set forth in the Agreement effective June 1, 2016 through May 31, 2019 and as formally extended on August 21, 2019, shall remain in full force and effect throughout the period of the successor Agreement.

1. Term

Three years from the date of ratification.

2. Minimum Wages

As of the date of ratification, all rates shall increase by 4% to the rates shown below. Those rates shall increase by 3% in the second year of the Agreement (*i.e.*, the anniversary of the date of ratification), and the second-year rates shall increase by 3% in the third year of the Agreement, as shown below:

Exhibit A, Section I A. (1) (Single National Release):

<b>TABLE 1</b>			
<b>INITIAL DATE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Air Time Without Rehearsal</b>			
One ½ hour program	\$157.87	\$162.61	\$167.49
One hour program	\$203.52	\$209.62	\$215.91
One and ½ hour program	\$305.16	\$314.31	\$323.74
Programs in excess of 1-½ hour for each 15 minutes of such excess	\$50.88	\$52.40	\$53.98
<b>Rehearsals</b>			
Each 15 minutes or fraction thereof	\$15.63	\$16.10	\$16.58
Minimum call on any day, not less than	\$157.87	\$162.61	\$167.49
Leaders, Single Performers and Contractors	<i>Double Instrumentalist’s Rate</i>		
Makeup and Costuming	\$74.04	\$76.26	\$78.55

Exhibit A, Section I A. (2) (Four National Releases Over Three Years):

<b>TABLE 2</b>			
<b>INITIAL DATE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Air Time Without Rehearsal</b>			
One ½ hour program	\$210.03	\$216.33	\$222.82
One hour program	\$271.33	\$279.47	\$287.85
One and ½ hour program	\$406.91	\$419.12	\$431.69
Programs in excess of 1-½ hour for each 15 minutes of such excess	\$67.85	\$69.89	\$71.98
<b>Rehearsals</b>			
Each 15 minutes or fraction thereof	\$20.65	\$21.27	\$21.91
Minimum call on any day, not less than	\$210.03	\$216.33	\$222.82
Leaders, Single Performers and Contractors	<i>Double Instrumentalist's Rate</i>		
Makeup and Costuming	\$98.21	\$101.15	\$104.19

Exhibit A, Section I (D) (Theme Music):

<b>INITIAL DATE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Basic three hour recording session	\$424.07	\$436.79	\$449.90
Each quarter hour thereafter	\$35.34	\$36.40	\$37.49

Exhibit A, Section I (R) (1a) (Pre-recordings and Phonograph Records (Ballet Only)):

<b>INITIAL DATE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Payment for each day used	\$259.12	\$266.89	\$274.90

Exhibit A, Section I (W) (Radio Simulcasts):

<b>INITIAL DATE</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Additional payment	\$92.11	\$94.88	\$97.72

Exhibit C, Section (B) (2) (Time Rates for Orchestrators):

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
\$57.11	\$58.82	\$60.58

Exhibit C, Section (B) (3) (Page Rates for Orchestrators):

<b>Exhibit C (B) (3) Page Rates for Orchestrators</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
(a)(1) incomplete material furnished	\$38.13	\$39.27	\$40.45
(a)(2) complete material furnished	\$19.16	\$19.73	\$20.32
(b) additional single lines in excess of 10	\$1.52	\$1.56	\$1.61
(c) adding parts, per score page & instrument	\$2.06	\$2.12	\$2.19
(d) adding piano parts, per score page	\$3.94	\$4.06	\$4.18
(f) taking down a lead from voice	\$41.33	\$42.57	\$43.85
(g) piano part, per score page	\$38.13	\$39.27	\$40.45
(h) full piano part, etc.	\$70.53	\$72.65	\$74.83
(i) scoring page for choral voices, per page	\$16.66	\$17.16	\$17.68

Exhibit C, Section (C) (2) (Time Rates for Copyists):

<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
\$33.77	\$34.78	\$35.83

Exhibit C, Section (C) (3) (Page Rates for Copying):

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>INSTRUMENTAL PARTS:</b>	B & W	B & W	B & W
1. a. Single stave parts (single notation)	\$6.24	\$6.43	\$6.62
b. Single stave parts-chorded	\$12.21	\$12.58	\$12.95
2. a. Double stave parts-chorded (piano, harp, organ, celeste, etc.)	\$12.21	\$12.58	\$12.95
b. + vocal cue	\$15.42	\$15.89	\$16.36
3. a. Rhythm piano parts (chord symbols + bass line)	\$10.15	\$10.46	\$10.77
b. + vocal cue	\$13.07	\$13.47	\$13.87
4. Piano-vocal (3 staves with lyrics) (Piano cued & Lyric rate)	\$18.26	\$18.81	\$19.38
5. Lead sheet (melody + chord symbols + lyric one set)	\$30.39	\$31.30	\$32.24

<b>VOCAL PARTS:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
6. a. Single voice line + lyrics	\$12.21	\$12.58	\$12.95
b. Foreign language lyrics – extra per page	\$2.70	\$2.79	\$2.87
7. a. Choir parts with lyrics (1 set)	\$26.26	\$27.05	\$27.86
b. Foreign language lyrics – extra per page	\$4.42	\$4.55	\$4.69

<b>CONDUCTOR PARTS:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
8. a. Conductor, piano-conductor production, control, etc. (Two staves only)	\$34.25	\$35.28	\$36.33
b. Foreign language lyrics – extra page	\$61.65	\$63.50	\$65.41
c. Conductor's lead sheet (single stave) no words or lyrics	\$24.44	\$25.17	\$25.93

ADDING LYRICS OR WORDS (per set, per page)	Year 1	Year 2	Year 3
9. a. Single stave parts	\$2.91	\$3.00	\$3.09
b. Multiple stave parts	\$2.91	\$3.00	\$3.09
c. Foreign language	Double Above Rates		

10. NUMBERING BARS (per page)	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
B&W	\$1.39	\$1.44	\$1.48
Repro	\$2.79	\$2.87	\$2.96
11. CHORD SYMBOLS (when added, per page)	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
a. Single stave parts B&W	\$2.91	\$3.00	\$3.09
Repro	\$5.81	\$5.99	\$6.17
b. Multiple stave parts B&W	\$1.50	\$1.54	\$1.59
Repro	\$3.01	\$3.10	\$3.19
12. Any part for solo performance	+50%		
13. Special routines	+50%		
14. Symphony rate	+50%		
15. Transposition	+50%		
16. Master copy for reproduction (all parts not listed)	Double part price		
17. Time Work	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
a. From 9:00 am to 6:00 pm (Straight time)	\$33.77	\$34.78	\$35.83
b. From 6:00 pm to 9:00 am (Time and ½)	\$49.97	\$51.47	\$53.01
c. Sundays and holidays	\$67.10	\$69.11	\$71.19

18. Adding symbols (other than chord symbols) for Electronic Instruments or Devices	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
a. Single stave parts	\$2.91	\$3.00	\$3.09
b. Multiple stave parts	\$1.71	\$1.76	\$1.81

Exhibit C, Section (C) (3) (h) (Proofreading):

Year 1	Year 2	Year 3
\$48.66	\$50.12	\$51.62

Exhibit C, Section (D) (Playing Librarians, per hour, minimum two hours):

Year 1	Year 2	Year 3
\$53.55	\$55.16	\$56.81

Exhibit C, Section (D) (Non-playing Librarians):

Non-playing librarians shall receive for their services as librarians a minimum for 2 hours service or less	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	\$175.08	\$180.34	\$185.75
Overtime, above the minimum two hour call, shall be paid for at the rate per hour or fraction thereof	\$58.47	\$60.22	\$62.03
Non-playing librarians required to work on day other than day of broadcast, per hour	\$58.47	\$60.22	\$62.03

Exhibit C, Section (E) (6) (a) (Guaranteed minimum for orchestrator out of town work):

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Minimum Wage per day	\$301.70	\$310.76	\$320.08
Expenses	\$167.74	\$172.77	\$177.96

Exhibit C, Section (E) (6) (a) (Guaranteed minimum for copyist out of town work):

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Minimum Wage per day	\$282.73	\$291.22	\$299.95
Expenses	\$167.74	\$172.77	\$177.96

3. Health & Welfare

Exhibit A, Section I (U) shall be modified as follows:

The Employer will contribute the following amounts on behalf of each musician to the lawful Health and Welfare Fund established by a Federation Local:

	<b>6/1/16</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Contribution per day	<del>\$25.00</del>	<u>\$30.00</u>	<u>\$35.00</u>	<u>See note</u>
Maximum contribution per week	<del>\$125.00</del>	<u>\$150.00</u>	<u>\$175.00</u>	<u>See note</u>

For arrangers, orchestrators and copyists, the Employer will contribute the following amounts for each show on which such arranger, orchestrator or copyist is engaged, with the provision that the weekly maximum stated below shall apply for an Arranger, orchestrator, or copyist engaged to render services on five (5) or more shows per week:

	<b>6/1/16</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Contribution per day	<del>\$25.00</del>	<u>\$30.00</u>	<u>\$35.00</u>	<u>See note</u>
Maximum contribution per week	<del>\$125.00</del>	<u>\$150.00</u>	<u>\$175.00</u>	<u>See note</u>

Note: If, on or before the commencement of the third year of the Agreement, the per-day contribution in the AFM Television Videotape Agreement is at or above \$40.00, then, following the AFM’s advanced written notice advising the Employer of such increased contribution in the Television Videotape Agreement, upon the commencement of the third year of this Agreement the per-day contribution rate in this Agreement shall be \$40.00 and the maximum contribution per week in this Agreement shall be \$200.00.

With respect to any such service performed within the jurisdiction of a Federation Local where no Fund is established, the Employer shall pay said sum to each musician. With respect to Symphony, Opera or Ballet orchestras whose members are provided health and welfare benefits under the Master Contract, the aforesaid payments shall be made to the AFM-EP Fund on behalf of each musician.

4. Pension Drafting

Exhibit B shall be amended to reflect that the pension contribution rate shall be 12.1% inclusive of contributions required under the Update to the Rehabilitation Plan of the American Federation of Musicians and Employers’ Pension Fund (“Rehabilitation Plan”), effective

December 1, 2019, as memorialized in the previous Memorandum of Agreement Extending the AFM National Public Television Agreement executed on August 21, 2019.

5. Non-Discrimination

Modify Paragraph 15 as follows:

The parties mutually affirm their policy of non-discrimination. The Employer affirms its policy that no employee shall be discriminated against in employment hereunder, because of race, color, creed, sex, national origin, sexual orientation, gender identity, age or handicap disability, provided the employee is qualified and has the physical ability to perform the work required hereunder by the Employer. The Federation affirms its policy of non-discrimination with respect to admission to membership and rights of membership.

6. Made for New Media

Modify Exhibit A, Section I (A) (5) as follows:

The AFM shall have jurisdiction under this National Public Television Agreement over the employment of musicians who are engaged to perform on programs produced for initial exhibition in New Media. ~~The Employer may, at its sole and exclusive option, elect on a case by case basis to cover material produced for initial exhibition in New Media. Such coverage, if elected, shall require the Employer to make pension contributions (at the same percentage as set forth in Exhibit B) based upon the compensation negotiated between the Employer and the musician and health contributions as set forth in Exhibit A.I, Section S. No other terms of the National Public Television Agreement shall apply.~~

This Subparagraph governs the production by Employer of audio-visual programs of the type that traditionally have been covered under the AFM National Public Television Agreement that are made for New Media as defined in Subparagraph (1) above and that are intended for a national audience (hereinafter "National New Media Program(s)"). National New Media Programs expressly exclude (i) programs that are derived from local public television programs or (ii) programs that are primarily intended for Employer's local audience, regardless of whether such programs are derived from a national television program produced for public television.

Employer shall cover National New Media Programs regardless of length or type; provided, however, that coverage under this Subparagraph shall remain at Employer's sole and exclusive option as to the following types of programs: i) news programs; ii) public affairs programs; iii) documentary programs; iv) sports programs; v) educational programs; vi) programs produced for initial exhibition on platforms other than national public television-related platforms; and vii) New Media Programs, where the actual cost of production is a) \$15,000 or less per minute of program material as exhibited; or b) \$300,000 or less per single program as exhibited; or c) \$500,000 or less per series of programs produced for a single order. Notwithstanding the exclusion in vi above, any National New Media Program made for initial exhibition on SVOD that meets the definition for a high budget SVOD program as defined in the New Media Sideletters to the AFM Television Videotape Agreement and AFM Basic Television Motion Picture Agreement, shall be subject to the terms thereof.

A National New Media Program that is covered hereunder shall require Employer to make Health Benefits contributions at the rates set forth in Section I (U) of this Agreement. Compensation paid to performers in the classifications covered by this Agreement for use

of the Program on Free to Consumer Platforms, and all of the terms and conditions of employment except as set forth in this Subparagraph shall be freely bargained between Employer and Musicians. Employer shall make pension contributions (at the same percentage as set forth in Exhibit B) based upon the compensation negotiated between the Employer and Musician.

For any National New Media Program produced on or after the date of ratification of this Agreement that is covered hereunder and that is budgeted at or above \$25,000 per minute of actual program material as exhibited on consumer pay platforms (e.g., download-to-own, download-to-rent, paid streaming) beyond the initial twenty-six (26) weeks commencing on the first day that the National New Media production is available on any consumer pay platform, Employer shall pay a residual equal to one percent (1%) of “Distributor’s gross.”

In the event that a National New Media Program is exhibited in traditional media, the applicable terms contained in the National Public Television Agreement governing use in such media shall apply; provided, however, that if a National New Media Program is exhibited on public television, the compensation paid to a musician providing services in connection with such program shall be an amount equal to the difference, if any, between the amount paid to such musician for services rendered in connection with the National New Media Program and the minimum applicable compensation under the National Public Television Agreement that would have been payable had such program been produced initially for Public Television. Additionally, payment is due to the AFM Employer’s Pension Fund ~~in the amount of 11% of~~ at the percentage rate set forth in Exhibit B as applied to the aforementioned difference in wages.

At AFM’s request, the Employer shall provide reporting on covered National New Media Programs.

7. Electronic Sell-Through

Modify Exhibit A, Section I (A) (2) (b) as follows:

If the consumer pays for an EST copy of a program or any portion thereof, the Employer shall pay ~~1%~~ 1.5% of 20% of “Distributor’s gross,” as that term is defined in Paragraph 4 below, for the first 100,000 units and ~~1.9%~~ 2.9% of 20% thereafter.

8. Clip Use

Modify Exhibit A, Section I (H) (6) as follows:

Clips are paid as follows:

0:20 or less	<del>\$51</del> <u>\$53</u> per side musician
0:21 – 0:30	<del>\$63.75</del> <u>\$66.25</u> per side musician
0:31 – 0:60	<del>\$85</del> <u>\$88.50</u> per side musician
0:61 – 2:00	<del>\$127.50</del> <u>\$132.50</u> per side musician
2:01 or longer (or entire number)	85% of show rate

If there are more than 20 musicians on a single clip, a 10% discount on the above rates applies.

Modify Exhibit A, Section I (H) (8) as follows:

If within four (4) weeks of the Employer informing the AFM of the desire to use a particular clip, there is no documentation available, either from the AFM, the Employer, or the Pension Fund, indicating the number of musicians playing on a clip, the AFM and the Employer shall agree upon the appropriate number of musician payments due for said clip, and if the musicians on a clip cannot be identified, then the payments due hereunder shall go to a fund of the AFM's choosing.

Where the Employer requests the AFM to provide information regarding the number of musicians in a clip and the AFM does not respond within four (4) weeks of such request, the Employer shall provide a good-faith estimate of the number of musicians to the AFM, and AFM shall have two (2) weeks to respond with information correcting such estimate before the Employer shall be privileged to make payments based on its good-faith estimate.

Add a new provision Exhibit A, Section I (H) (10) as follows:

For programs consisting predominantly of clips, Employer shall notify the AFM of its use of the foregoing clip formula no later than one (1) week prior to the first television broadcast of such program.

9. License to Secondary Digital Channels

Modify Exhibit A, Section I (Z) as follows:

Employer shall have the right to broadcast digital television programs which have been produced under this Agreement or any previous PBS Agreement on a multicasting basis on digital bands divided into (4) separate signals and may also release such programs on digital cable in exchange for payment of the initial minimum compensation.

~~This provision will be in effect for at least 18 months commencing Oct. 1, 1999 and the AFM shall have the right at the end of the period to reopen this provision after this period by giving a 90 day notice to all PBS signatory companies.~~

For any license of a covered program to a non-public television entity for use on a secondary digital channel, an aggregate sum equal to 2% of "Distributor's gross" shall be paid to the American Federation of Musicians and Employers' Pension Fund ("AFM-EPF"). Such AFM-EPF contributions shall not constitute contributions on behalf of any particular individual.

10. Reuse of Programs

Modify Exhibit A, Section III (A) (1) as follows:

Following the expiration of the Initial Broadcast Cycle of any program made under I (A) (2) above, unlimited broadcast and exhibition use of the program may be continued in the United States and Canada upon the following payment:

For a ~~Second~~ Subsequent Broadcast Cycle of three (3) years (five (5) years for documentary programs): ~~100%~~ 75% of the compensation paid under Table 2 of I (B) above.



Modify Exhibit A, Section III (A) (5) as follows:

Following the expiration of the Initial Broadcast Cycle of any program ~~aired for pledge purposes~~ under I (A) (2) above, continued broadcast and exhibition use of the program may be ~~continued~~ broadcast for pledge purposes in the United States and Canada as follows:

For each subsequent broadcast cycle of eight releases over twenty-five (25) months, payment as a percentage of the compensation paid under Table 2 of I (A) above shall be paid pursuant to the following schedule:

BROADCAST CYCLE	% OF COMPENSATION
Second	50%
Third	40%
Fourth	35%
Fifth and subsequent	25%

11. Foreign Use of Programs

Revise Exhibit A, Section III (B) (1) as follows:

Programs made under this Agreement may be used for unlimited broadcasts by means of satellite cable, recording or other means now or hereafter developed, outside the United States and Canada, upon television stations where no admission is charged for the privilege of attending or viewing such broadcast, before, during, or after transmission over television, upon payment to each instrumentalist, leader, and contractor who performed services in connection with such program in accordance with this Paragraph III(B).

With respect to each program or series, the foreign use compensation percentage shall be determined under the Distributor's Foreign Gross Formula (Section (a) below), unless the Employer elects to utilize the Foreign Area Formula or the Distributor's Foreign Gross Receipts Formula in accordance with Section (b) or (c) below.

(a) Distributor's Foreign Gross Formula

This formula applies to any program or series unless the Employer makes a timely election of the Foreign Area Formula or the Distributor's Foreign Gross Receipts Formula in accordance with Section (b) or (c) below. As used in this Section (a), the term "Foreign Residual Base" shall mean, with respect to each instrumentalist, leader and contractor who performed services in connection with the program, the initial scale pay set forth in I (B) above.

Under this formula, such percentage shall be:

- (i) Fifteen percent (15%) of the Foreign Residual Base for such program, payable not later than sixty (60) days after the first foreign telecast thereof.
- (ii) An additional ten percent (10%) of the Foreign Residual Base for such program when the Distributor's Foreign Gross of any such television program has exceeded \$7,000 for a program of one-half (1/2) hour or less; \$13,000 for a program of more than one-half (1/2) hour, but not more than one (1) hour; or \$18,000 if such program is more than one (1) hour in length, payable not later than sixty (60) days after such gross has been so exceeded.

- (iii) An additional ten percent (10%) of the Foreign Residual Base for such program when Distributor's Foreign Gross of any such television program has exceeded \$10,000 for a program of one-half (1/2) hour or less; \$18,000 for a program of more than one-half (1/2) hour, but not more than one (1) hour; or \$24,000 if such program is more than one (1) hour in length, payable not later than sixty (60) days after such gross has been so exceeded.

After payment of the amounts specified in (i), (ii) and (iii) above, with respect to any program, no further sums shall be payable for foreign telecasting of such program.

As used herein, the term "Distributor's Foreign Gross" shall mean, with respect to any such program, the absolute gross income realized by the distributor of such program from the foreign telecasting thereof and including, in the case of a "foreign territorial sale" by any such distributor, the income realized from such sales by such distributor, but not the income realized by the "purchaser" or "licensee." The phrase "absolute gross income" shall not include:

- (i) Sums realized or held by the way of deposits or security until and unless earned, other than such sums as are nonreturnable.
- (ii) Sums required to be paid or withheld as taxes, in the nature of turnover taxes, sales taxes or similar taxes based on the actual receipts of the program or on any moneys to be remitted to or by the distributor, but there shall not be excluded from Distributor's Foreign Gross any net income, franchise tax or excess profit tax or similar tax payable by the distributor on its net income or for the privilege of doing business.
- (iii) Frozen foreign currency until the distributor shall have either the right to use such foreign currency in or to transmit such foreign currency from the country or territory where it is frozen. In the event such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the prevailing free market rate of exchange at the time such right to use or transmit it accrues.

(b) Foreign Area Formula

This formula (instead of the Distributor's Foreign Gross Formula set forth in Section (a) above) may be elected by the Employer for any such program or series, provided that the Employer must give written notice of such election to the Federation prior to the first broadcast in any "Foreign Area," and such election shall be irrevocable as to that program or series. Under this formula, each instrumentalist, leader, and contractor who performed services in connection with such program shall receive 45% of the scale pay set forth in I (B) above; or said programs may be so broadcast in the following specified foreign areas upon payment to each of the aforesaid persons in the groups above named and the percentages of such scale pay set forth alongside each area:

Foreign Area		Percentage
Area 1	England, Scotland, Wales and Ireland	20%
Area 2	All European countries including Iceland, but excluding those countries in Area 1	10%
Area 3	The entire continent of Africa and adjacent islands including the Island of Madagascar and the Island of Cyprus	5%
Area 4	The continents of Asia and Australia, New Zealand, Japan, the East Indies and all the islands in the Pacific and Indian Oceans (except those adjacent to the continents of Africa, North America and South America)	5%
Area 5	Central America, Mexico, South America, Greenland, the Caribbean Islands and all other islands adjacent to the American continents	5%

The foregoing shall not apply to programs produced specifically for foreign use.

(c) Distributor's Foreign Gross Receipts Formula

This formula (instead of the Distributor's Foreign Gross Formula set forth in Section (a) or the Foreign Area Formula set forth in Section (b) above) may be elected by the Employer for any such program or series, provided that the Employer must give written notice of such election to the Federation prior to the first broadcast in any "Foreign Area," and such election shall be irrevocable as to that program or series. Under this formula, the Musicians shall share an aggregate payment equal to 3.6% of Distributor's Foreign Gross Receipts as defined in Section (a) above.

AGREED TO AND ACCEPTED:

AMERICAN FEDERATION OF MUSICIANS  
OF THE UNITED STATES AND CANADA

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*William Zuckerman*  
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By: \_\_\_\_\_  
William E. Zuckerman, as counsel to  
WTTW, WGBH, WETA, Thirteen  
Productions, LLC, KCET, Austin City  
Limits & Sesame Workshop

Date: 5/4/2022

By: *Raymond M. Hair, Jr.*  
Raymond M. Hair, Jr.  
President

Date: 4-21-22