

Exhibit 3

CONFIDENTIAL
MEMORANDUM

To: James Levine
From: Peter Gelb
Date: September 26, 2015
Re: Extension of Phramus/James Levine Music Director Agreement

Dear Jim,

The following, when signed by all parties, sets out the terms of the extension of the Music Director agreement between Phramus, Inc./James Levine ("JL") and the Metropolitan Opera.

1. Term: the term of JL's Music Director agreement would be extended for 5 years, beginning 8/1/14.
2. Music Director Services: the minimum required conducting services of the agreement would be for JL to conduct repertoire as set out in the schedule attached as Exhibit A, as such schedule may be revised by mutual agreement. If, during the term, JL is not able or does not wish to perform these conducting services and his other Music Director duties -- but he is able to perform the consulting services described in paragraph 3 -- then the terms of the "Emeritus" agreement described in paragraph 3 would begin immediately, and the term of JL's Music Director services would end; if JL is unable to conduct more than a nominal number of performances in any season, the Met's General Manager will discuss the situation with JL and will have the right to consult with his medical advisors to fully understand any health issues, and will consider in good faith JL's suggestions with respect to the situation, it being understood that the Met will have the right to make the final determination of whether to convert the agreement to Emeritus. If JL is unable or unwilling to render the Emeritus services, then the agreement would end.
3. Emeritus Music Director: at the end of the 5 year term of Music Director services, or at such earlier time as described in paragraph 2 in the event of a conversion to Emeritus before the end of a full season, an "Emeritus Music Director" part of the agreement will come into effect, and continue till the earlier of 10 years, or for as long as JL is able to render the Emeritus services. The Emeritus services will include consulting with the Met's General Manager and artistic designees regarding artistic decisions; overseeing the Young Artists program; and guest conducting (for his normal fee) for mutually agreed performances.
4. Compensation:

7 For the first 3-1/2 years of the Term beginning August 1, 2014, the \$700,000 sum listed below will be reduced by 7% per year; his per performance conducting fees will continue to be equal to the generally applicable high per performance fee (the "Base") payable to any other conductor, artist or other performer for an opera performed at the Met during that season.

(a) Music Director: \$700,000, plus the current \$50,000 T&E allowance, for each year that JL renders the Music Director Services; if the Music Director services convert to an Emeritus arrangement (or terminates), then the fee would be prorated for that year. There would be no signing bonus, no T&E allowance, and no media consulting fee. JL would continue to receive an annual HD guarantee of \$100,000 based on his conducting 2 or more HD programs per year, as well as the \$50,000 archival annual guarantee, and the terms of the agreement regarding recoupment and calculation of revenue sharing would remain.

(b) Emeritus Music Director: \$400,000 per year (prorated for less than a year). There would be no HD or archival media guarantees, but JL would continue to be entitled to accounting and payment, if any, of any revenue participations.

The other terms would be as set out in the Music Director agreement.

If this accurately reflects your understanding, please sign in the space below, and the Music Director agreement will be deemed amended accordingly. If you or we wish to proceed with more formal paperwork, we can do so with the understanding that unless and until a more formal agreement is signed, this letter agreement would constitute the entire understanding of the parties.

Best,

The Metropolitan Opera

By: 

Peter Gelb

Phramus, Inc.

By: 

James Levine

Phramus, Inc. has complete authority to enter into this August 4, 2015 agreement respecting the furnishing by it of my services to the Metropolitan Opera and I hereby guarantee full and complete performances of all the obligations of Phramus, Inc. under its terms and conditions as if I were a direct party to the agreement.


James Levine

EXHIBIT A

14/15

1. LE NOZZE DI FIGARO – 10
2. DIE MEISTERSINGER VON NÜRNBERG – 7
3. LES CONTES D'HOFFMANN – 6
4. ERNANI – 5
5. THE RAKE'S PROGRESS – 3
6. UN BALLO IN MASCHERA – 4
7. Symphonic Concert – 3

15/16

1. TANNHÄUSER – 7
 2. DIE FLEDERMAUS – 10
 3. DIE ENTFÜHRUNG AUS DEM SERAIL – 5
 4. SIMON BOCCANEGRA – 5
 5. LULU – 8
 6. Symphonic Concert – 3
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16/17

1. L'ITALIANA IN ALGERI – 8
2. NABUCCO – 9
3. DER ROSENKAVALIER – 8
4. Gala – 1
5. IDOMENEO – 6
6. Symphonic Concert – 3

17/18

1. LA FORZA DEL DESTINO – 10
2. PARADE/Triple Bill – 7
3. NORMA – 7
4. ELEKTRA – 6
5. LUISA MILLER – 7
6. Symphonic Concert – 3

18/19

1. AIDA – 7
2. Symphonic Concert – 3
3. LA CLEMENZA DI TITO – 6
4. PELLÉAS ET MÉLISANDE – 5
5. FALSTAFF – 7
6. DON GIOVANNI – 7