

Exhibit 4

**THE METROPOLITAN OPERA
STANDARD CONTRACTOR'S AGREEMENT (CONDUCTOR)**

SEASON 2017/2018

AGREEMENT dated January 19, 2017 made in the City, County and State of New York by and between THE METROPOLITAN OPERA ("The Met"), having its Principal place of business at Metropolitan Opera House, Lincoln Center, New York, New York 10023 and PHRAMUS, INC. having its Principal place of business c/o Mr. Tim Fox, Columbia Artists Management, LLC, 5 Columbus Circle @ 1790 Broadway, New York, New York 10019, and organized under the laws of the state of New York ("Contractor").

WITNESSETH: In consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

Contractor hereby agrees to furnish to The Met the services of its employee, **JAMES LEVINE** ("Conductor") as Conductor on an individual performance basis and The Met agrees to engage Contractor for the services of Conductor as follows:

REHEARSAL WEEKS:

Conductor shall be made available for nine (9) rehearsal weeks:

- from 10:00 AM September 3, 2017 through September 23, 2017 (not required September 3-4)
- from 10:00 AM November 16, 2017 through November 18, 2017
- from 10:00 AM January 7, 2018 through January 20, 2018 (not required January 7)
- from 10:00 AM March 4, 2018 through March 24, 2018 (not required March 4)
- from 10:00 AM May 31, 2018 through June 2, 2018

and Contractor shall receive therefore for the services of Conductor the sum of TWO THOUSAND NINE HUNDRED DOLLARS (\$2,900) per week towards rehearsal expenses.

PERIOD OF ENGAGEMENT/REPERTOIRE:

It is further agreed that The Met shall engage Contractor for the services of Conductor and Contractor shall guarantee The Met the services of Conductor for a minimum of twenty-five (25) performances:

- seven (7) of LUISA MILLER (in Italian)
- eight (8) of IL TROVATORE (in Italian)
- one (1) CONCERT with The Met Orchestra (Carnegie Hall)

Repertoire: Charles Wuorinen – *Eros and Nemesis*
Johannes Brahms – *Symphony No. 4 in E minor, Op. 98*
and/or other repertoire by mutual agreement.

- four (4) of VERDI REQUIEM (in Latin)
- five (5) of DIE ZAUBERFLÖTE (in German).

in the following periods:

- from September 24, 2017 through October 14, 2017
- from November 19, 2017 through December 2, 2017
- from January 21, 2018 through February 17, 2018
- from March 25, 2018 through April 21, 2018
- from June 3, 2018 through June 9, 2018.

FEE:

The Met agrees to pay and Contractor agrees to accept the fee of SEVENTEEN THOUSAND DOLLARS (\$17,000) for each performance conducted by Conductor hereunder, which performance shall include requisite rehearsals therefor. Any additional performances as agreed upon shall be compensated at the same fee.

ADDITIONAL COMPENSATION:

The Met agrees to pay and Contractor agrees to accept compensation of TEN THOUSAND DOLLARS (\$10,000) in addition to the fee set forth in the paragraph directly above for each performance referred to therein.

MEDIA:

The Met shall have the right to tape, film, photograph and otherwise record by any means all performances, rehearsals and other activities in connection with Conductor's services with simultaneous or future worldwide exploitation by any media or means now or hereafter known commercially or for promotional purposes, as well as the same rights for all existing archival material, and the Met will own all copyrights and other rights.

In full consideration of the foregoing media rights, in addition to the above compensation, The Met will pay Contractor, as follows:

If the Materials embodying Conductor's services hereunder are commercially released (including as part of an audiovisual recording such as a movie, a home video or a television production), The Met will pay Contractor an amount equal to Conductor's "Percentage" of the Principals' share of the "Pool." The Pool is an amount equal to 60% of "Net Revenues" which are defined and will be calculated in accordance with the "Definition of Net Revenues" document which is annexed hereto (and which is the same definition as that incorporated in the collective bargaining agreement between The Met and Local 802 of the American Federation of Musicians). The Principals' share of this Pool is 28.7%, and the Percentage due for Conductor's services will be calculated based upon how many other Principals are in the work and their performance compensation ratios.

All audio, visual, audiovisual and other material made hereunder embodying Conductor's work (collectively the "Materials") and the copyright and all renewals and extensions thereof in the Materials, are exclusively the property of The Met in perpetuity throughout the universe. The Materials shall be deemed works-made-for hire for The Met, and The Met shall be deemed the author thereof for copyright purposes. To the extent the Materials do not for any reason vest in The Met as works-made-for hire then, to such extent, Contractor and Conductor hereby assign to The Met all right, title and interest in and to the Materials including, without limitation, all copyrights and renewals and extensions of copyrights therein. Without limiting the foregoing, The Met shall have the exclusive and perpetual right to reproduce, perform, distribute, edit, compile and otherwise exploit the Materials or refrain therefrom in any media now known or hereafter devised, including without limitation by means of television, film, radio, webcast, digital downloads, DVDs and other forms of home video, audio records including instant CDs, theatrical release, inclusion in documentaries and promotional materials and otherwise, upon such terms and conditions, and in such forms and versions, as The Met may in its sole discretion determine, and to authorize others to do so. Contractor and Conductor waive all rights of "droit moral" or similar rights which they may now or hereafter have in the Materials, and they acknowledge that they will not have any independent rights to limit The Met's exploitation of the Materials.

The Met shall have the right to use and to allow others to use Conductor's name, likeness, and biographical material in any and all media in perpetuity in connection with the rights hereunder and The Met's activities. Contractor and Conductor hereby release The Met and its licensees, contractors, broadcasters, sponsors and/or advertisers of the Materials, and their assigns, from any claim Contractor or Conductor may have at any time relating to the Materials.

If Conductor is subject to an exclusive recording contract which would preclude Contractor or Conductor from granting CD or DVD rights to The Met, Contractor will notify The Met, and if neither Conductor/Contractor nor The Met obtains a waiver from the record company to enable Contractor or Conductor to grant The Met the rights, said rights will be excluded from the rights The Met is able to exploit hereunder.

TRAVEL:

In the event that Conductor's services shall be required in connection with any trip by the Company away from the City of New York or in connection with any tour, The Met agrees to assume the expense of not more than one round-trip fare from and to New York City in connection with each trip on the part of the Company or in connection with any such tour.

OTHER TERMS:

Contractor shall not disclose and will instruct Conductor and Conductor's management not to disclose to the press or otherwise any information pertaining to this engagement until such time as The Met shall agree to issue a public announcement of such engagement.

Contractor agrees that Conductor's services hereunder shall be of a character customarily performed by conductors engaged by The Met including, without limiting the generality of the foregoing, preparation, rehearsal and conducting of performances of such works as shall be assigned by the Met to Conductor.

It is agreed that if because of hostilities by or against the United States, revolution, rebellion, terrorist acts, fire, accident, labor disputes, strike, lockouts, riot, act of God, war, death of a President, the public enemy, power failure, flood, earthquake, or for any cause which could not be reasonably anticipated or prevented The Met cannot produce, or is compelled to cancel, its scheduled rehearsals or performances or any of them, then The Met may notify Contractor or Conductor thereof, and thereafter Contractor shall not be entitled to any compensation for the time during the affected period. Should any of the foregoing conditions continue for a period of ten (10) days or more after such notice, The Met may terminate this contract and The Met will pay for all services previously rendered by Conductor hereunder (and transportation back to New York City, in the event the Company is out of town at the time).

Contractor warrants that Conductor will not, during the term of this engagement, render services as a conductor for any other person, firm or corporation, or for his/her own account, either for compensation or gratuitously, without The Met's written consent.

Further, Contractor agrees that Conductor will not, without The Met's prior written consent, render services as a Conductor for any other entity, or for Conductor's own account, either for compensation or gratuitously, within a radius of fifty (50) miles from New York City, during the period commencing six (6) weeks prior to the start of The Met season in which the first performance hereunder is scheduled to occur before paying audiences, and ending two (2) weeks after The Met's last performance of such season: (a) in any performance of any staged opera (whether complete, abridged or condensed); or (b) in any performance of a concert version of an opera (whether complete, abridged or condensed) if such opera is in The Met's then-current season's repertory.

Contractor warrants that it has the full right and power to enter into this agreement for Conductor's services; that Conductor is under no restriction or prohibition in respect of Contractor's right to execute this agreement and perform its terms and to grant to The Met the rights herein granted; that the rights granted to The Met, and the exploitation by The Met of the results and proceeds of Conductor's services, do not violate the rights of any entity; and that Contractor or Conductor will obtain all third party consents (including from any record company) required in connection with such exploitation except with respect to rights for CDs and DVDs which are addressed above in the final paragraph of the "MEDIA" section of this agreement.

Contractor shall indemnify and hold harmless The Met against any claim by any party by reason of any matter contained in this agreement, and Contractor further agrees that it will comply with all local laws and governmental regulations respecting Conductor's employment by Contractor.

This agreement constitutes the entire understanding among Contractor, Conductor and The Met with respect to the subject matter hereof and supersedes all other understandings whether oral or written. This agreement shall not be amended or modified nor any of its provisions waived or discharged except by a writing signed by both Contractor and The Met. All matters relating to the execution, construction and performance of this agreement shall be governed by the laws of the State of New York, without giving effect to any of its conflicts of law principles. Any litigation, claims, disputes or controversies concerning, arising out of or in connection with this agreement shall be brought only in a federal or state court in the State and County of New York, and the parties hereby consent to the exclusive jurisdiction of such courts and waive any objection or defense concerning jurisdiction or venue that they might otherwise have in such courts.*

THE METROPOLITAN OPERA

Phone Number:

Corporate Identification Number:

PHRAMUS, INC.

for the services of James Levine
Tim Fox, President

By: Columbia Artists Management LLC

[Print Name and Title]
1790 Broadway
New York, NY 10019-1412

Date

10-4-17

By:

General Manager

* Note: The Met's offer embodied in this unsigned contract shall remain valid only until March 19, 2017, unless The Met agrees in writing to extend it beyond that date.

Definition of Net Revenues

Net Revenues: Net revenues are gross revenues less distribution costs and fees and less production costs.

Gross Revenues: Gross revenues are all revenues received by the Met from the exploitation of a production, including without limitation amounts received by the Met from DVD and CD sales, theatrical distribution, worldwide television exploitation, theatrical exploitation, income from licensing new radio formats such as satellite distribution, digital distribution of audio and audiovisual recordings and other new technologies now known or hereafter devised, such as podcasts and ringtones.

Production Costs: Production costs are all sums customarily included as part of the production budget of an audio or audiovisual production in the film, television, internet, radio and new technology worlds, which sums are actually spent by the Met. Deductible production costs, for purposes of calculating net revenues, will not include the costs of production of the Saturday afternoon live radio broadcasts, but only the costs of "enhancements" and incremental costs of production to develop, produce and deliver the audiovisual elements and other material required to deliver DVD, CD and other materials derived from these Saturday radio broadcasts. Deductible production costs will also not include media salary payments to union employees (e.g., musicians, chorus, etc.). If the Met produces an audio or audiovisual work which is not an enhancement of a Saturday afternoon radio broadcast, then all production costs will be part of recoupable production costs, unless otherwise specifically provided. Production costs include an overhead fee of 10% of the production costs spent by the Met, in lieu of an allocation of costs of Met staff members.

Distribution Costs and Fees: Distribution costs are the actual costs of distributing the productions, and include the creation and shipment of delivery materials; advertising, promotion and publicity costs; contingent payments, such as payments to music publishers, composers, librettists and translators with respect to copyrighted music, and contingent compensation (e.g., to a film director); costs of creating special versions (e.g., subtitled versions); and costs of manufacturing materials for distribution. The Met will not double deduct any distribution cost in calculating net revenue. The Met will deduct a distribution fee of 20% of gross revenues of the Met; provided, however, the Met agrees that the all-in distribution fee, inclusive of fees to a third party distributor(s), will not exceed 40% of the gross revenues of the applicable distributor(s).

Compilations: If elements of a production are used as part of a compilation, revenues will be allocated to the elements on a prorated basis, based either on length of the recording to the overall length of the record (or perhaps based on the number of cuts).

No Cross-Collateralization Among New Productions: The Met will not cross-collateralize among new productions. Thus, net revenues from one production would not be applied to recoup a production deficit on another production, although costs within a production would all be crossed (so income from DVD exploitation would be applied against unrecouped theatrical expenses, and so on).