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AEG
AN AEG COMPANY

MICHAEL JACKSON

The Michael Jackson Company, LLC
1875 Century Park East, Suite 600
Los Angeles, CA 90067
Tel: (310) 284-3144
Fax: (310) 284-3145
Attn: Dr. Tohme Tohme

Dear Dr. Tohme:

This agreement (this "Agreement") is entered between AEG Live, LLC dba Concerts West, a Delaware limited liability company ("Promoter"), on the one hand, and The Michael Jackson Company, LLC, a Delaware limited liability company, (Federal Employer Identification Number 20-5536902) ("Artistco") furnishing the services of Michael Jackson ("Artist") and the Artist, on the other hand, as follows:

- Definitions.** The capitalized terms contained herein shall have the meaning ascribed to such terms herein and/or in the attached Exhibit A, as applicable.
- Promoter's Rights.** Artistco and Artist hereby grant Concerts West the following rights during the Term and throughout the Territory: (a) the exclusive right to promote the Shows in the Territory, (b) the exclusive right to manufacture and sell, and/or arrange for others to manufacture and sell mutually-approved Artist Merchandise at each of the Shows and on the official website of the Artist (www.michaeljackson.com) or such other website identified by Artistco in the event it selects another URL for the Artist's official website, (c) the right to solicit mutually-approved Sponsors to any and all Shows and to execute Sponsorship Agreements; and (d) the non-exclusive right to use the Artist's name and approved likeness in connection with Promoter's exercise of any of the foregoing rights. Promoter will be allowed to sell off Shows; provided that Promoter shall remain primarily responsible for its obligations hereunder in connection with such Shows, unless otherwise agreed by Artistco. Artist shall not engage in any live performances in the Territory during the Term except that Artist may engage in the following live performances during the Term and in the Territory so long as they do not interfere with the Artist's services in connection with the Tour or negatively impact ticket sales in connection with the Shows: (i) promotional and private shows where tickets are not sold or advertised to the general public; (ii) television and award shows; (iii) charity and radio shows; and (iv) other mutually agreed upon shows.
- Itinerary of Shows.** Artistco and Promoter shall reasonably cooperate with each other in an effort to arrive at mutually approved itineraries for each leg of Shows during the Term; provided however, it shall be unreasonable for Artistco to withhold or qualify its approval of any itinerary or amended itinerary proposed by Promoter if the date range of such itinerary does not exceed ten (10) weeks, the frequency of Shows within such itinerary does not exceed one Show per day and 3.5 Shows.

AEG Live, 5750 Wilshire Blvd, Suite 501, Los Angeles, California 90036
Telephone: 323.930.5700 • fax 323.930.5799

per seven-day period, on average, and the locations of the proposed venues are in metropolitan areas. Artistco hereby pre-approves up to thirty one (31) Shows, or such other greater number as agreed by Artistco and Promoter, at the O2 Arena in London, England between July 26 and September 30, 2009. Subject to the foregoing, Promoter and Artistco shall mutually agree on the number of legs of Shows and the number of Shows in each leg during the Term, and Artistco shall supply a first class performance of Artist in accordance with this Agreement at all the Shows. Without limiting the generality of Promoter's right to schedule Shows throughout the Term or Artistco's obligation to supply a first class performance of Artist at all such Shows, in no event shall the number of Shows performed by Artist in the first leg of the Tour be less than eighteen (18) Shows unless otherwise directed by Promoter. It shall be unreasonable for Artistco to withhold its approval of adding Shows to any given leg of the Tour or adding legs of Shows to the Tour during the Term (so long as the number of Shows in any given leg do not exceed one per day, and 3.5 per seven-day period, on average) if Promoter demonstrates to Artistco that such additional Shows and/or legs are necessary for Promoter to recoup the Advances in accordance with the terms of this Agreement. Prior to the commencement of any leg of the Tour, Promoter shall provide Artistco with financial models based on estimated Pool Expenses, Production Costs and Pool Revenue based on projections that assume Promoter shall sell tickets to [REDACTED] of the sellable capacity of the applicable venues. The parties shall attempt in good faith to agree upon the number of Shows that need to be scheduled for Promoter to recoup all Advances in connection with such leg. As used herein, "leg" refers to a segment of Shows which are contiguous with each other in terms of time and geographic region (e.g., North America, the United Kingdom, Europe) and are not separated by more than three (3) weeks.

4. **Artist's Compensation.**

4.1. **Contingent Compensation.** Artist shall be entitled to receive ninety percent (90%) of the [REDACTED] on a fully cross-collateralized basis ("Contingent Compensation"). The Shows and all Pool Revenue and Pool Expenses shall be fully cross-collateralized. A portion of the Contingent Compensation shall be paid to Artistco at the conclusion of each leg of the Tour. Specifically, by no later than ten (10) business days after the final Show in a leg, Promoter shall prepare and deliver to Artist a preliminary settlement of the Shows in such leg within ten (10) business days after the final Show in such leg. Within five (5) business days thereafter, and subject to Promoter's right to recoup Advances, Promoter shall pay Artistco an amount equivalent to [REDACTED] of the Contingent Compensation, if any, based on the applicable preliminary settlement. By no later than sixty (60) days after the final Show in the Term, Promoter shall prepare and deliver to Artistco a final settlement of all Pool Revenue and Pool Expenses, on a fully cross-collateralized basis. [REDACTED]

[REDACTED] Notwithstanding any other provision herein, appropriate adjustments shall be made at each of the preliminary settlements and the final settlement to account for any early distribution or overpayment of any portion of the Contingent Compensation, and Artistco shall promptly return any overpayment of Contingent Compensation in the event Promoter determines Artistco was overpaid any portion of the Contingent Compensation. Promoter shall be entitled to offset from amounts owing to Artistco hereunder, any amounts owed by Artistco to Promoter under this Agreement or by reason of any Advances made by Promoter to Artistco throughout the Term. Promoter shall provide Artistco with a bi-weekly accounting of Pool Revenue and Pool Expenses during any leg of the Tour.

4.2 Advances of Contingent Compensation.

4.2.1 Initial Artist Advance. Conditioned upon the execution and delivery of the inducement letter attached hereto as Exhibit B, the promissory note attached hereto as Exhibit C (which promissory note shall not be secured by any property belonging to Artist, but shall be secured by property owned by Artistco), by Artistco and Artist, Promoter shall loan Artist and Artistco the sum of [REDACTED] (the "Initial Artist Advance") as an advance against Artistco's future entitlement to Contingent Compensation. Such payment shall be made within four (4) business days of the satisfaction of the foregoing conditions by wire transferring (a) [REDACTED]

4.2.2 [REDACTED] Conditioned upon the execution and delivery of the inducement letter attached hereto as Exhibit B and the promissory note attached hereto as Exhibit C, Promoter shall pay [REDACTED]



4.2.3 Letter of Credit/Residence Purchase.

(a) Letter of Credit. Conditioned upon the issuance of cancellation insurance in accordance with Paragraph 13.1 below, Promoter shall deliver to Artistco an irrevocable standby letter of credit in favor of Artistco in the amount of [REDACTED] the form substantially similar to the form attached hereto as Exhibit D (the "Letter of Credit"), [REDACTED]

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[REDACTED] The amount of the Projected Production Costs and the Artist Advances that shall be allocated to each Show shall be determined by dividing the total amount of the Projected Production Costs by the number of scheduled Shows in the applicable leg and the total amount of the Artist Advances by the number of scheduled Shows in the applicable leg. By no later than three (3) business days after every [REDACTED] performances of Shows by Artist, Promoter and Artistco shall execute a written statement ("Joint Statement") verifying that Artist performed at such [REDACTED] and specifying the amount of the Interim Artist Advance, which amount shall be mutually approved at the time the parties agree upon the number of Shows in the applicable leg of the Tour and shall be subject to further modification on an ongoing basis by Promoter based on actual Pool Expenses, Pool Revenue and Production Costs. Thereafter, Artistco shall be entitled to immediately draw down the amount of the Interim Artist Advance from the Letter of Credit. Alternatively, at Promoter's election, in lieu of submitting the Joint Statement to Artistco, Promoter shall be entitled to pay the amount of the Interim Artist Advance directly to Artistco by wire transferring such amount to Artistco by the third business day after the applicable fifth performance by Artist. In the event Promoter pays the Interim Artist Advance to Artistco directly, Artistco and Promoter shall execute an amendment to the Letter of Credit reducing the principal amount of the Letter of Credit by the amount of the Interim Artist Advance paid by Promoter to Artistco.

(b) Advance [REDACTED] In lieu of one or more of the Interim Artist Advances or portions thereof as provided for in Paragraph 4.2.3 (a) above and subject to the below conditions, Artistco may elect to receive a cash advance [REDACTED]

(i) The amount of the cash advance (the "Cash Advance") shall be the lesser of (a) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(iv) Promoter shall pay the [REDACTED] into the applicable [REDACTED] by the later of (a) seven (7) business days after all of the conditions set

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forth in Paragraph 4.2.3(b)(ii) have been satisfied and (b) seven (7) business days before the scheduled Closing;

(v) Notwithstanding any other provision herein, in the event the escrow on the [REDACTED]

(vi) In the event Promoter pays the [REDACTED] Advance (and it is not returned to Promoter in accordance with Paragraph 4.2.3(iv) above, Artistco and Promoter shall execute an amendment to the Letter of Credit reducing the principal amount of the Letter of Credit by the amount of the [REDACTED] Advance paid by Promoter.

(vii) For the avoidance of doubt, Artistco shall be entitled to continue to receive the Interim Artist Advances under Paragraph 4.2.3(a) above until such time as the sum of the Interim Artist Advances paid by Promoter and the [REDACTED] Advance paid by Promoter, if any, equals [REDACTED]

4.2.4 Additional Artist Advances. From time to time, upon the execution of a mutually approved promissory note by Artist and Artistco in a form substantially similar to Exhibit C (with appropriate modifications to reflect the actual amount of loan), Promoter may, in its sole discretion, pay Artistco additional advances against Artistco's future entitlement to Contingent Compensation (each, an "Additional Artist Advance," and collectively, "Additional Artist Advances"). (The Initial Artist Advance, the Interim Artist Advances, the [REDACTED] Advance, the [REDACTED] Advances and each Additional Artist Advance shall be individually referred to as an "Artist Advance" and collectively referred to as, "Artist Advances").

4.2.5 Right to Recoup Artist Advances. [REDACTED]

5. **Promoter's Responsibilities:** In addition to its other obligations in this Agreement, Promoter shall be responsible for the following during the Term:

5.1 **Submission of Proposed Itineraries.** From time to time, Promoter shall submit to Artistco proposed itineraries for each leg of a worldwide tour consisting of dates, venues and locations for Shows in particular regions of the Territory. (Any mutually-approved itinerary of Shows shall be referred to as "Approved Itineraries.");

5.2 **Book and Promote Shows.** Promoter shall use reasonable efforts to book Shows in accordance with Approved Itineraries, and thereafter, Promoter shall place on sale and otherwise actively promote such Shows in a first class manner (and fulfill such other standard promoter obligations for artists of similar caliber to Artist including the arrangement, administration and funding of each item described as an approved "Show Costs"). Promoter shall initiate, negotiate and execute all venue deals;

5.3 **Merchandise.** Promoter shall use commercially reasonable efforts to enter into an agreement with a mutually-approved merchandising company to manufacture and sell Artist-Merchandise during the Term at Shows and through Artist's official websites;

5.4 **Broadcast Opportunities.** Promoter shall cooperate with Artist in any broadcast and/or recording opportunities in connection with one or more Shows on mutually agreeable terms;

5.5 **Website Development.** Promoter will use reasonable efforts to develop and oversee the administration of an Artist website in accordance with mutually-approved parameters;

5.6 **Maximize Net Pool Revenue.** Promoter shall use commercially reasonable efforts to maximize Net Pool Revenue and to minimize Production Costs throughout the Term; and

5.7 **Sponsorship Agreements.** Promoter shall reasonably cooperate with Artistco and Artist to avoid potential conflicts in their respective solicitation of potential mutually approved sponsors, and to conclude Sponsorship Agreements on mutually-approved terms.

6. **Artist Responsibilities.** In addition to their other obligations in this Agreement, Artistco and Artist shall be responsible for the following during the Term:

6.1 **Approval of Proposed Itineraries.** Artistco shall respond to any itineraries or amended itineraries proposed by Promoter within five (5) business days of receiving the same;

6.2 **Performance.** A first class performance by Artist at each Show on each of the Approved Itineraries. Artist shall perform no less than 80 minutes at each Show, and the maximum show length (including intermissions and support) for each Show shall be 3.5 hours, pending local curfew restrictions. Artistco and Artist shall approve a sufficient number of Shows on itineraries proposed by Promoter to maximize Promoter's ability to recoup the full amount of the Advances;

6.3 **Publicity.** Artist to participate in press events at mutually agreed dates and times to launch each leg of the worldwide tour, as well as other mutually-approved publicity, and to participate in the creation of an electronic press kit;

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6.4 Broadcast/Recording Opportunities. Artist shall reasonably participate in all mutually-approved broadcast and recordation opportunities related to any Shows;

6.5 Sponsorship Agreements. Artistco shall reasonably cooperate with Promoter to avoid potential conflicts with Promoter's solicitation of potential mutually-approved sponsors and to conclude Sponsorship Agreements on mutually-approved terms. Artist shall reasonably participate in fulfillment requirements of Sponsorship Agreements (e.g., attend meet and greets, permit reasonable sponsorship signage);

6.6 Maximize Net Pool Revenue. Artist and Artistco shall use commercially reasonable efforts to maximize Net Pool Revenue and to minimize Production Costs throughout the Term;

6.7 Inducement Letter. Artist shall execute and deliver the Inducement letter attached as Exhibit B;

6.8 Management, Agency and Legal Costs. With the exception of the monthly fee owing under the terms of a separate agreement with [REDACTED], which shall be included in Production Costs, Artistco shall be solely responsible for and shall pay all costs associated with management and agency commissions or fees and legal fees of Artist and/or Artistco, if any;

6.9 Delivery of Pool Revenue to Promoter. Artistco and Artist shall deliver any Pool Revenue received by them to Promoter for disbursement in accordance with this Agreement; and

6.10 Positive Public Image. Throughout the Term, Artist shall use his best efforts to maintain a positive public perception of Artist, and Artist shall not conduct himself in a manner that will negatively impact the reputation of the Artist or Promoter.

7. Ticketing Activities:

7.1 Complimentary Tickets. Except as otherwise mutually approved, there shall be no complimentary tickets issued except for ten (10) complimentary tickets for Artistco's use per Show, and complimentary tickets used for promotional purposes and to satisfy venue license agreements and Sponsorship Agreements.

7.2 Ticket and Secondary Ticket Sales. Promoter shall control ticket sales and secondary ticket activities, with inventory for ticket auctions and other secondary ticket programs in a first hold position.

8. Production of the Shows.

8.1 Production Services: Promoter shall provide producer services in connection with the design and production of the Show including, without limitation, working closely with the Artist regarding creative aspects of the design of the Show, managing the production in accordance with mutually-approved parameters and a mutually-approved production budget, and engaging the services of third

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party vendors to assist in the production of the Show. The parties will work together to prepare a mutually-approved tour rider for the Shows.

8.2 Production Advances.

[REDACTED]

8.3. **Producer's Fee.** Artistco shall pay Promoter a producer's fee ("Producer's Fee") in an amount equal to [REDACTED]. Promoter shall be entitled to deduct the Producer's Fee from amounts payable to Artistco hereunder.

9. **Broadcasting and Recordation Opportunities.** Subject

[REDACTED]

10. **Accountings / Show Settlement / Audit:**

10.1 **Show Settlements:** Artistco shall have the right to have a representative participate in all show settlements. Promoter shall provide Artistco with a written settlement for each Show, which shall contain the itemized calculation of Pool Revenue and Pool Expenses for each Show.

10.2 **Audit Rights.** Promoter shall keep complete, detailed and accurate books and records of all Pool Revenue, Pool Expenses, Production Costs and Advances during the Term, as well as any Net Show-Related Broadcast/Recording Revenue received after the Term. Artistco shall keep complete, detailed and accurate books and records of all Pool Revenue received by Artistco in respect of the Shows; as well as any Net Show-Related Broadcast/Recording Revenue received after the Term. During the Term and for twenty-four (24) months thereafter, each of the parties shall provide the other party; upon reasonable notice, with full and complete access during regular business hours at such party's normal place of business to such party's Show-related books and records to inspect and copy, and to perform, at the discretion and expense of the other party, audits or reviews of such books and records.

11. **Approvals.** In addition to any other approval rights set forth herein, Artistco and Promoter shall each have the right to pre-approve before any Show, the following significant business matters relating to such Show: (a) any itinerary changes including any and all decisions to add multiple dates; (b) any travel and/or VIP packages to the extent the same involves any participation by Artist; (c) marketing and promotional activities to the extent the same involved any participation by Artist or the use of Artist's name and/or likeness; (d) the date and location of each performance of Artist under this Agreement, subject to Promoter's rights under Paragraph 3 above; (e) complimentary tickets for each Show; (f) the identity of any sponsors and the terms and conditions of Sponsorship Agreements; and (g) the dates and times of any publicity events at which Artist is required to participate. With the exception of those matters over which a party is expressly given sole discretion under the terms of this Agreement, no party may withhold, delay or condition approval unreasonably with respect to any matter for which such party's approval or consent is required by this Agreement.

12. **Force Majeure.** If a Force Majeure Event prevents the presentation of one or more Shows in the manner required by or reasonably expected under the terms of this Agreement, then absent a mutual agreement to the contrary, (i) such Show shall be canceled, (ii) neither party hereto shall be in default of its obligations by reason of such cancellation, (iii) both parties hereto shall use all reasonable efforts to reschedule such Show at a mutually agreeable time and place, and in a manner that avoids disproportionate costs or harm to either party; and (iv) except to the extent a cancelled Show has been rescheduled by the parties to a mutually approved date and location,

No party shall be in default of any obligation under this Agreement if its performance of such obligation is rendered impossible by reason of a Force Majeure Event.

13. **Insurance.**

13.1 **Cancellation Insurance.** Artist shall approve and reasonably cooperate in Promoter's acquisition of life insurance, non-performance, cancellation and other insurance, subject to reasonable confidentiality restrictions. Upon Promoter's request, Artist shall be required to undertake physical examination(s) by an independent physician and shall provide related health and medical information as

reasonably requested by Promoter's insurers and/or such independent physician, with a right to have his own doctor present and to receive copies of any and all medical reports prepared by such independent physician. The applicable insurance companies and physicians must agree to hold such medical reports in the strictest confidence. **Artistco hereby represents and warrants that Artist does not possess any known health conditions, injuries or ailments that would reasonably be expected to interfere with Artist's first class performance at each of the Shows during the Term.** In addition, Artistco shall acquire cancellation insurance, if available and mutually-approved, to cover the risk of loss of Artistco's profits and Production Costs in an amount that, at a minimum, will equal or exceed any unrecovered portion of the Advances, and Artistco shall name Promoter as a loss payee thereon. As a loss payee, Promoter shall be entitled to receive insurance proceeds directly as a means of recouping any unrecovered portion of the Advances; provided that such right shall not in any way relieve Artistco of any of its obligations to repay Advances to Promoter. To the extent Promoter has already recouped such Advances, Promoter shall deliver any insurance proceeds Promoter receives as a loss payee under Artistco's cancellation insurance policy directly to Artistco. The cost of such cancellation insurance shall be included in Production Costs to the extent it is mutually-approved. Promoter may, in its sole discretion, obtain cancellation insurance to cover the risk of loss of Pool Expenses and/or Promoter's profits hereunder. In the event Promoter purchases cancellation insurance to cover the risk of loss of Pool Expenses, the cost of such insurance shall be a Pool Expense.

13.2 **Liability Insurance.** Each party shall obtain CGL (with limits of no less than US [redacted] per occurrence and in the aggregate), automobile and worker's compensation insurance on terms required by Promoter, and shall name the other party and any person or entity reasonably designated by the other party on the foregoing CGL and automobile policies, with such endorsements reasonably requested by Promoter.

14. **Termination.** Either party shall be entitled to terminate this Agreement if the other party fails to substantially perform its material obligations hereunder, and such failure to perform is not covered by a Force Majeure Event (the "Defaulting Party"), in a manner that results in material harm, loss or other damage to the other party ("Event of Default"), and if curable, such Event of Default is not cured within ten (10) business days after receipt by the Defaulting Party of written notice thereof, or in the event such Event of Default is curable but is not reasonably capable of being cured within such period, and the Defaulting Party either fails to begin the cure within such period or fails to diligently pursue such cure to completion as promptly as possible, Artist and Artistco's obligations to return the Advances shall survive any termination of this Agreement.

15. **Indemnification.**

15.1 Promoter shall defend, indemnify and hold Artistco and Artist, and their respective affiliates, employees, agents and representatives (the "Artist-Related Indemnitees") harmless from any Third Party Claims arising out of or related to (a) [redacted]

15.2 Artistco and Artist shall defend, indemnify and hold Promoter and its respective affiliates, employees, agents and representatives (the "Promoter-Related Indemnitees") harmless from any Third Party Claims arising out of or related to (a) [REDACTED]

16. Miscellaneous.

16.1 Integrated Agreement. This Agreement, with its Exhibits, is intended by the parties to be the complete and final expression of their agreement, and is specifically intended to be an integrated contract with respect to the matters affected herein. Each party agrees that any prior negotiations, statements, representations or agreements with respect to the subject matter herein are merged in and superseded by this Agreement, and that such party has not relied on any representation or promise, oral or otherwise, which is not set forth in this Agreement. This Agreement may not be modified or amended except by a writing signed by the party to be bound.

16.2 Confidentiality. All of the material supplied to each of the parties by the other which is of a confidential nature shall be the sole and exclusive property of the party producing such material, and each of the parties shall keep the material confidential and refrain from disclosing such material to any third party (except for the parties' respective representatives who agree to honor such confidentiality) without the express written consent of the other party. The material terms of this Agreement shall be kept confidential except to the extent necessary to enforce the terms hereof or as required to comply with the law (such as for example, pursuant to a court order, or where a party must disclose such information to a tax advisor or accountant for purposes of preparing tax returns or financial statements).

16.3 Security. To secure the faithful performance of Artistco of Artistco's and Artist's obligations under this Agreement (including to repay the Advances), Artistco hereby grants Promoter a lien in all of Artistco's right, title and interest in, to, and under the following properties, assets and rights, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter referred to collectively as, the "Collateral"): [REDACTED]

[REDACTED] Artistco shall reasonably cooperate with Promoter in its efforts to perfect such security interest.

16.4. Conditions to Advances.

16.4.1 Notwithstanding any other provision of this Agreement, except to the extent waived by Promoter, with the exception of the Initial Artist Advance, [REDACTED]

[REDACTED]

16.4.2

[REDACTED]

16.5 Agreement Not Assignable. Except as otherwise provided in this Agreement, no party hereto may assign its rights or obligations under this Agreement to any other person or entity without the prior written consent of the other party; provided, however, Promoter shall be entitled to assign its rights and obligations under this Agreement to an affiliate for purposes of promoting Shows outside the United States, if any, provided that Promoter shall remain principally responsible for all of its obligations.

16.6 Severable. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement; provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

16.7 Governing Law/Forum. This Agreement, and the parties' conduct arising out of or related to it, shall be governed by California law, without regard to its choice of law rules. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Los Angeles County, and the parties hereby consent to the exclusive jurisdiction and venue of such forum.

16.8 Notices. All notices, approvals, and consents required or permitted to be given hereunder, or which are given with respect to this Agreement, shall be in writing, and shall be deemed duly given or made (i) upon delivery or refusal of such delivery of such notice by a recognized courier service (which shall be deemed to be given upon delivery if delivered on a business day, or the next business day if delivered on a holiday or weekend); (ii) upon personal delivery (which shall be deemed to have been given upon delivery) (which shall be deemed to be given upon delivery if delivered on a business day, or the next business day if delivered on a holiday or weekend); or (iii) upon delivery by fax machine capable of confirming receipt (which shall be deemed to be given upon delivery if delivered on a business day, or the next business day if delivered on a holiday or weekend), and in each case addressed as follows (or at such other address for a party as shall be specified in a notice so given):

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To Artistic
and Artist: The Michael Jackson Company, LLC
1875 Century Park East, Suite 600
Los Angeles, CA 90067
Attn: Dr. Tohme Tohme
Tel: (310) 284-3144
Fax: (310) 284-3145

With a simultaneous copy to:

Dr. Tohme Tohme
1875 Century Park East, Suite 600
Los Angeles, CA 90067
Tel: (310) 284-3144
Fax: (310) 284-3145

Dennis J. Hawk, Esq.
3100 Donald Douglas Loop N.
Santa Monica, CA 90405
Tel: (310) 664-8000
Fax: (310) 510-6769

To Promoter: AEG Live, LLC
5750 Wilshire Blvd. Suite 501
Los Angeles, CA 90036
Attn: General Counsel
Tel: (323) 930-5700
Fax: (323) 930-5785

With a simultaneous copy to:

Lucy Forward Hamilton & Scripps LLP
601 S. Figueroa Street, Suite 3900
Los Angeles, CA 90017
Attn: Kathy A. Jorrie
Phone: (213) 892-4947
Fax: (213) 452-8024

16.9 Counterpart/Fax Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and facsimile copies or photocopies of signatures shall be as valid as originals.

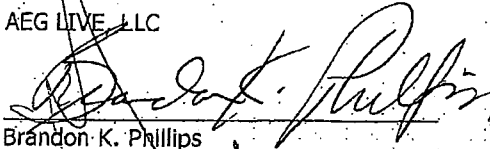
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By signing below each party acknowledges its agreement to the foregoing and agrees to negotiate the definitive agreement expeditiously and in good faith.

Very truly yours,

AEG LIVE, LLC

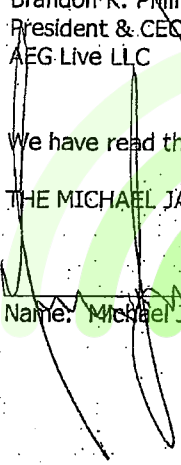


Brandon K. Phillips
President & CEO
AEG Live LLC

We have read the above, and agree to the terms.

THE MICHAEL JACKSON COMPANY, LLC

MICHAEL JACKSON



Name: Michael Jackson



Michael Jackson

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