

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made effective as of May 1, 2009 by and among AEG Live Productions LLC, a Delaware limited liability company ("Producer"), on the one hand, and GCA Holdings LLC, a Nevada limited liability company ("GCA"), and Dr. Conrad Murray ("Dr. Murray"), on the other hand.

RECITALS

A. Producer holds the exclusive right to produce and promote a series of concert performances of Michael Jackson (the "Artist") scheduled to take place at the O2 Arena in London, England between approximately July 13, 2009 and March 6, 2010 ("First Concert Series") (the "Artist Agreement"). At the Artist's request, Producer has agreed to retain the services of Dr. Murray for the benefit of the Artist throughout the duration of the Concert Series on the terms set forth herein.

B. Dr. Murray represents he is a licensed cardiologist practicing in Las Vegas, Nevada and that he acts as the Artist's general practitioner. Dr. Murray is employed by GCA. Dr. Murray desires to provide medical services to the Artist during the Concert Series on the terms set forth herein.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants that are contained in this Agreement, the parties hereto hereby agree as follows:

1. **SCOPE OF SERVICES.** Producer hereby engages GCA to provide the services of Dr. Murray, and GCA and Dr. Murray hereby agree that Dr. Murray will provide general medical care to the Artist throughout the duration of the Term ("Services"). Such Services will be administered professionally and with the greatest degree of care to be expected from similarly situated members in the medical field. Such services shall include, without limitation, tending to the Artist's general medical needs and assisting and treating the Artist in the case of a medical emergency. Dr. Murray shall also provide such other services as are reasonably requested by Artist from time to time during the term hereof. Dr. Murray shall perform such services in London, England during any time periods in which the Artist is located in London, and at all other times during the Term, the Services will be performed in the United States.

2. **TERM.** The term of this Agreement shall commence as of May 1, 2009 and shall continue through the end of the last performance of the Artist in the Concert Series unless sooner terminated in accordance with the terms and conditions of this Agreement (the "Term").

3. **COMPENSATION AND OTHER BENEFITS.** As full and complete compensation for all of the Services to be provided by Dr. Murray under this Agreement, Producer shall remit payment to GCA in the amount of \$150,000 per month to be paid on the later of the fifteenth day of the month or five (5) business days after the execution and delivery of the Agreement. Such monthly payment shall compensate GCA for the services rendered by Dr. Murray commencing on the 1st day of the applicable month through and including the last day of such month. In addition, Producer shall provide the following during the Term:

3.1 Producer shall provide Dr. Murray with a first class airfare from Nevada or California to the United Kingdom on or around July 3, 2009 and first class airfare from the United Kingdom to Nevada or California at the end of the Term.

3.2 Producer shall arrange for mutually approved housing accommodations in London for Dr. Murray and his family for the duration of the Term.

3.3 Producer shall provide Dr. Murray for his use during the Term with medical equipment requested by Dr. Murray to assist him in performing the Services as approved by Producer ("Equipment"). The Equipment will include a portable cardio pulmonary resuscitation unit ("CPR Machine"),

saline, catheters, needles, a gurney and other mutually approved medical equipment necessary for the Services.

3.4 Producer shall pay a mutual approved fee for a qualified assistant medical person (the "Assistant") selected by Dr. Murray and approved by Producer. The Assistant will provide assistance in connection with the Services required of Dr. Murray under this Agreement.

3.5 Producer shall at the sole expense of Producer, procure and at all times maintain during the Term Travel, Accident & Sickness Insurance ("TASI") for Dr. Murray.

3.6 At Dr. Murray's or GCA's request and expenses, Producer shall arrange for TASI for Dr. Murray's family during the Term. .

4. **RESPONSIBILITIES OF GCA/DR. MURRAY.** Without in any way limiting any other term or provision of this Agreement or any obligation of GCA or Dr. Murray hereunder, GCA and Dr. Murray shall:

4.1 Perform the Services reasonably requested by Producer.

4.2 Adhere to all laws, policies, rules, and regulations applicable to the Services to be provided by Dr. Murray pursuant to this Agreement.

4.3 Obtain, maintain and comply with all licenses, permits and franchises or other approvals required by any applicable law or from any governmental agency or authority to permit or otherwise legally authorize Dr. Murray to perform any and all of the Services and to fulfill all of his obligations under this Agreement including in accordance with any and all applicable laws in the United Kingdom.

4.4 Present to Producer within two (2) weeks from the date of this Agreement documented proof of any and all licenses required for Dr. Murray to practice medicine in the United States and to perform the Services under this Agreement.

4.5 Present to Producer no later than July 3, 2009 documented proof of any and all licenses required for Dr. Murray to practice medicine in the United Kingdom and to perform the Services under this Agreement to the reasonable satisfaction of the producer.

5. **INDEMNIFICATION.** GCA and Dr. Murray agrees to indemnify, defend (at the option of Producer and with counsel reasonably satisfactory to Producer) and forever save and hold harmless Producer, its affiliates or related entities, Artist, and their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, Dr. Murrays and volunteers (sometimes collectively referred to herein as the "Producer Indemnitees" and individually as a "Producer Indemnitee"), from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys, fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which any one of the Producer Indemnitees may suffer or incur arising directly or indirectly out of or in connection with any negligence or wilful misconduct by Dr. Murray (or Dr. Murray's affiliates and family members, including but not limited to his family members and the Nurse) or the failure of Dr. Murray and/or the Assistant) to perform the Services in accordance with the terms of this Agreement, except to the extent arising from the gross negligence or willful misconduct of Producer or Artist. The foregoing indemnification shall survive any termination or the expiration of the term of this Agreement.

6. **INSURANCE.**

6.1 Without in any way limiting or altering the indemnification requirements of GCA under or pursuant to this Agreement, GCA shall, at its sole expense, procure and at all times maintain during the Term of this Agreement all of the following insurance:

(a) Commercial general liability insurance ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, such limit shall apply separately to Dr. Murray's coverage for its provision of the Services hereunder.

(b) Business auto liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

(c) Workers compensation insurance with statutory benefits as required by any state or federal law, including "other states" insurance and employers liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

(d) Medical malpractice insurance covering the services of Dr. Murray under this Agreement as required by all applicable laws, but in no event shall such insurance provide coverage of less than \$2,000,000 per claim.

6.2 Concurrently with the execution of this Agreement and at such other times as reasonably requested by Producer, GCA shall deliver to Producer certificates of insurance confirming the existence of the insurance required by this Agreement and naming Producer and its affiliates as additional insureds thereunder. In addition, upon the demand of Producer, GCA shall deliver to Producer copies of any insurance policies required under this Agreement.

6.3 Nothing contained herein shall be construed as limiting in any way the extent to which GCA or Dr. Murray may be held responsible for payment of damages or other sums to persons or property resulting from Dr. Murray's (or Dr. Murray's subcontractors, if any) performance or failure to perform under this Agreement or resulting from any other acts or failure to act on the part of Dr. Murray.

7. **TERMINATION.** The Term of this Agreement and this Agreement may be terminated as follows:

7.1 Immediately by Producer or Dr. Murray, respectively, for cause upon the failure of the other to perform any of its material obligations hereunder which has not been cured within 5 business days following the defaulting party's receipt of written notice from the non-defaulting party, or, if cure is not reasonably possible within said 5 business day period, if the defaulting party has not taken meaningful steps within such time period to cure such default and thereafter promptly cure such default.

7.2 Immediately by Producer if the Concert Series is cancelled or postponed at any time and for any reason, including but not limited to, conditions beyond Producer's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of Producer.

7.3 Immediately by Producer if the Artist decides for any reason that the Artist no longer wants or needs the services of Dr. Murray.

7.4 Immediately by Producer if Dr. Murray fails to obtain, maintain and comply with all licenses, permits and franchises or other approvals required by any applicable law or from any governmental agency or authority required to permit or otherwise legally authorize Dr. Murray to perform any and all of the Services and fulfill all of his obligations under this Agreement.

7.5 Immediately by Producer if Dr. Murray fails to present to Producer within two (2) weeks from the date of this Agreement documented proof that he is legally authorized to practice medicine in the United States to the reasonable satisfaction of producer.

7.6 Immediately by Producer if Dr. Murray fails to present to Producer no later than July 3, 2009 documented proof that he is legally authorized to practice medicine in the United Kingdom to the reasonable satisfaction of the producer.

7.7 Following any termination of this Agreement, Producer shall only be required to pay to GCA or the Assistant any compensation earned by GCA or the Assistant for any Services satisfactorily performed by Dr. Murray or the Assistant prior to the date of such termination; provided however, in the event of a termination under Sections 7.2 or 7.3 above, GCA shall have no obligation to refund any portion of any installment due and payable before the effective date of such termination even if the termination is effective before the end of the applicable month (i.e., there will be no pro-ration of amounts paid or payable during such month).

7.8 Following any termination of this Agreement, all equipment or medical supplies purchased in connection with this Agreement shall immediately be returned to Producer.

8. **INDEPENDENT CONTRACTOR STATUS.** GCA and Dr. Murray is engaged hereunder as an Independent Contractor and as such shall be solely responsible for full compliance with all requirements under all laws and regulations of the United States and the United Kingdom now or in the future applicable to GCA and the services of Dr. Murray, his business affairs and his performance of his duties under or pursuant to this Agreement, including, without limitation, state and federal taxes applicable to this Agreement (including payroll taxes), unemployment insurance and other insurance applicable and necessary. The relationship created by this Agreement is that of Independent Contractors, and nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the parties. Neither party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner for anything whatsoever or otherwise to act in the name of the other party. No affiliate (including but not limited to GCA, Dr. Murray's family members and the Assistant), employee, agent, or servant of Dr. Murray shall be deemed at any time to be an employee, servant, or agent of Producer for any purpose whatsoever. GCA and Dr. Murray shall require all of his personnel to refrain from making any representation by word or conduct whereby any other person might understand or believe that such persons are employees, agents, or servants of Producer.

9. **ARTIST CONSENT.** The effect of this Agreement is conditioned upon the approval and consent of the Artist. Without the Artist's expressed and written approval of the Agreement neither party to the Agreement will have any rights or obligations to one another arising from the Agreement.

10. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, GCA, Dr. Murray and his affiliates (including but not limited to his family members and the Assistant), employees, and agents, Dr. Murray's representatives may gain access or be exposed to certain confidential and proprietary information relating to the business of Producer and/or Artist. GCA and Dr. Murray agrees, for himself and his affiliates (including but not limited to his family members and the Assistant), employees, agents, and representatives, that all such confidential and proprietary information shall remain and be kept in strictest confidence and shall not be disclosed to or used by any person or entity without the prior written consent of Producer, which consent may be withheld by Producer in its sole and absolute discretion. The obligation to maintain confidentiality provided herein shall survive any termination or expiration of the Term of this Agreement and may be enforced by injunctive relief or other equitable or legal remedies without the necessity of posting a bond or proving inadequacy of legal remedies and without proving that Producer, Artist or any of Artist's or Producer's respective affiliates or any of their respective affiliates, partners, Producer's, employees, agents, or representatives would suffer irreparable harm as a result of a violation of such confidentiality obligation.

11. **EFFECT OF AGREEMENT/ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective affiliates, officers, directors, shareholders, members, partners, Producer's, employees, agents, representatives, successors and assigns;

provided, however, that this Agreement may not be assigned by GCA or Dr. Murray, nor may any of Dr. Murray's duties hereunder be delegated, without the prior written consent of Producer and Artist, which consent may be withheld by Producer and Artist in their respective sole and absolute discretion. Notwithstanding any other term or provision of this Agreement, Producer shall be entitled to assign its rights and obligations under this Agreement without the prior approval of GCA or Dr. Murray.

12. **NOTICES.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered either by personal delivery or by certified or registered mail, return receipt requested, postage prepaid by United States mail, addressed as follows:

Producer: AEG Live Productions LLC
5750 Wilshire Blvd., Suite 501
Los Angeles, CA 90036
Attention: Legal Department

GCA and
Dr. Murray: GCA Holdings LLC
Attn: Dr. Conrad Murray
2110 East Flamingo Road, Suite 301
Las Vegas, NV 89119

Artist: Michael Jackson

All notices shall be deemed delivered either upon actual receipt thereof if personally delivered or, if mailed, on the third day following deposit in the United States mails as provided above. Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

13. **HEADINGS.** The headings preceding the text of the sections and paragraphs of this Agreement have been inserted solely for convenience of reference and shall not constitute a part of this Agreement nor affect its meaning, interpretation or effect.

14. **WAIVER.** No course of dealing or delay by either party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that party, and no waiver by a party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

15. **CHOICE OF LAW/DISPUTE RESOLUTION.** The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of California, without regard to that State's rules with respect to choice of law. The parties each consent and agree that the exclusive, proper and convenient venue for any legal proceeding relating to this Agreement or any instrument or agreement executed pursuant to this Agreement is Los Angeles County, California and each party waives any defense, whether asserted by motion or pleading, that Los Angeles County, California is an improper or inconvenient venue. In the event of any dispute hereunder, the parties agree to submit the dispute for arbitration in Los Angeles County, California in accordance with the Commercial Arbitration Rules for the American Arbitration Association. The determination of the arbitrator shall be final and conclusive upon the parties hereto.

16. **SEVERABILITY.** If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement.

17. **OTHER ASSURANCES.** The parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

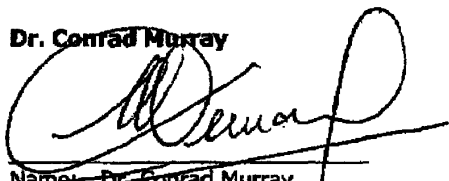
18. **ENTIRE AGREEMENT.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. This Agreement may not be modified, altered or amended-except by a written instrument signed by both parties.

19. **REPRESENTATION.** Dr. Murray hereby represents and warrants that he is licensed in California, Nevada, Texas and Hawaii to practice medicine and to perform any and all services required to be performed by him in the United States under this agreement.

20. **COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by facsimile or email in a pdf format, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Los Angeles, California and have made it effective as of the day and year first above written.

Dr. Conrad Murray

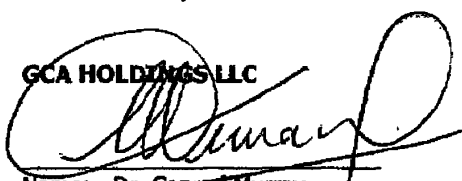


Name: ~~Dr. Conrad Murray~~
Title: An Individual
Dated: June 24, 2009

AEG Live Productions LLC

Name: _____
Title: An Authorized Representative
Dated: June 24, 2009

GCA HOLDINGS LLC



Name: ~~Dr. Conrad Murray~~
Title: An Authorized Representative
Dated: June 24, 2009

The Undersigned hereby confirms that he has requested Producer to engage Dr. Murray on the terms set forth herien on behalf of and at the expense of the undersigned:

MICHAEL JACKSON

By: _____
Michael Jackson
An individual
Dated: June 24, 2009