

# **Dileo Entertainment & Touring Inc.**

**Nashville, TN., Cleveland, Ohio, Beverly Hills, CA.**

**11/21/08 – This Binder was negotiated and agreed in Nashville, TN. on November 21, 2008**

This letter of Intent sets forth our agreement and understanding as to the essential terms of the Live Performance of the **Jackson Family** (Michael Jackson, Janet Jackson, and Brothers hereinafter referred to as the "Jacksons") **Dileo Entertainment & Touring Inc** (hereinafter referred to as the "COMPANY") in said production by **AllGood Entertainment Inc./Patrick S. Allocco, CEO** (the "Purchaser") located in Convent Station, NJ and engaged in said production of "**Jackson Family Reunion World Wide Event**". The parties intend this letter agreement to be binding and enforceable, and that it will inure to the benefit of the parties and their respective representatives.

1. **Purchaser** is contracting said artists (Jacksons) for a period that is binding and agreeable by both parties for a time period in 2009 that is acceptable to all members of the Jackson Family (artist's) present and future schedule. All production and rehearsal schedules must be in artist's possession within a 90 day period prior to any and all production and traveling.

- a) If the material terms and conditions are not followed and any breach is not remedied within 15 days after written notice has been provided, that will be considered a breach of contract by the PURCHASER and this agreement will be voided. PURCHASER understands that any breach on their behalf will be considered a default and funds will be refundable minus a service fee not to exceed \$150,000.00.
- b) If there is a cancellation due to any circumstances that are beyond the control of Artist, Company, or Purchaser a make up date will be discussed and determined for the canceled event(s). Artist and COMPANY agree not to cancel the appearance date (TBD in 2009) after signing this agreement and full binder funds are accounted. It is also understood and agreed upon that PURCHASER will not cause any deal interference with COMPANY or any of its affiliates, artist, or agencies. If PURCHASER does so cause interference of any kind, binder will not be refundable. The Artist agrees not to cancel the appearance date(TBD in 2009) after signing this agreement and full binder is accounted

**DESCRIPTION OF PERFORMANCE AND SCOPE OF WORK:**

The ARTIST/S is being contracted to provide a PERFORMACE of no less than ninety (90) minutes by Michael Jackson and no less than 150 minutes in total, to include all other members of the Jackson family, with at least two songs performed by all nine siblings together. Adjustments to this length can be made per – written agreement from Artist and Purchaser. PURCHASER to supply ARTIST/S with adequate equipment for appearance (SEE ATTACHED RIDER TO FOLLOW), PURCHASER requests the services of ARTIST/S for attendance and/or participation in radio, television, and other media interviews. Artists agree to reasonable requests for media relations activities, including one press conference attended by all siblings to announce the event, at a mutually agreed date and location, at least four (4) months prior to the event; this will have to be pre-approved by Company / Management. Purchaser shall also be provided with current and useable information on Artists for the show, as provided by his/her management/label.

- c) PURCHASERS also request any press information on artist for show that his/her management / label can provide.

2. **Purchaser** will assume all liabilities and obligations (i) arising in connection with the operation of any and all production during said concert(s) and (ii) arising after the end of said concert(s) ("live performances") dated in connection with the performance by the Jacksons.

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3. **Artist Price.** Agreed guaranteed price will be **\$24,000,000.00 (Twenty four Million Dollars 00/000)** all in delivered, including opening act / comedian Eddie Griffin all funds are to be payable in the following term;

ALL PAYMENTS WILL BE MADE BY BANK WIRE INTO Dileo Entertainment & Touring Inc account.

- Bank wire information will be given to Purchaser via a separate email, when funds are ready to be wired.

(A) **Binder: \$2,000,000.00 of payment 10% shall be paid by PURCHASER to and in the name of "DILEO ENTERTANMENT & TOURING INC" no later than on or before December 31st, 2008 to secure the Jacksons and show good faith. The funds shall be refunded if the deal cannot be completed, minus any and all expenses incurred by COMPANY (D.E.G.) and misalliances cost, which shall in no event exceed \$150,000.00 of binder money which are none refundable. Any amount exceeding this initial \$150,000.00 cap must be previously agreed upon by both parties in a written addendum agreement. A remaining balance of \$ 400,000.00 will be due from Purchaser to Dileo Entertainment immediately upon written confirmation of this deal. Then all remaining Funds will be stipulated in Final agreement for Purchaser once all terms and conditions of this agreement are confirmed and signed.**

(B) **PURCHASER** shall allow "Company" 120 days to acquirer written confirmation from all family members involved including Michael Jackson. If more time is needed to confirm the participation of the Artists, the parties shall discuss, and agree in writing upon, a reasonable extension (Purchaser and Company).

(C) **PURCHASER** provide certain necessary items for Artists, including; local ground, security, and catering, as well as and providing Artist with world class sound, lighting and staging that will meet all requirements of the Artist's "Technical Rider". Artist will be responsible for all costs associated with travel, air or other, lodging, non-local ground, backline and cartage.

4. **Pre-Closing Covenants.** The parties agree that the Jacksons will also receive an agreed percentage (TBD) of net revenues from various revenue streams associated with the Event, including but not limited to: licensing royalties, merchandising, Pay-Per-View (PPV), syndicated broadcast and/or cable contracts, theatrical release and sponsorships. In addition, Artists shall receive agreed royalties from any concert DVD and/or CD that shall be released domestically through a distribution agreement with a leading studio and/or a major retailer (e.g., Wal-Mart) theatrical release two (2) weeks prior to DVD release.

(A) **PURCHASER** shall have the right to use and to allow its third party affiliates to use ARTIST/S's name and likeness, and biographical material concerning ARTIST/S, for event advertising and promotion, with restriction, in connection with the proposed services of appearance for said event(s). Commercial usage of ARTIST/S's name and likeness, and biographical material will be initiated by **PURCHASER / COMPANY** and or any of its third party affiliates with the written authorization of ARTIST/S in said agreement or a duly authorized representative of ARTIST/s. **UNLESS OTHERWISE INSTRUCTED BY ARTIST & COMPANY**

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(B) **ARTIST/S** represents and warrants that **ARTIST/S** is under no disability, restriction or prohibition, whether contractual or otherwise, with respect to **ARTIST/S's** right to execute this contract and perform its terms and conditions with respect to. **ARTIST/S's** right to appear, and release with written authorization to use **ARTIST/S** name, likeness, and biographical information with management approval.

**5. Due Diligence.** The Purchaser agrees to cooperate with the Jacksons due diligence of rehearsal times of the Production and to provide the Artist and its representatives with prompt and reasonable access to key schedules, contracts and other information pertaining to the Production of "Live Concert" (the "Due Diligence Information").

**6. Non-competition:** **ARTIST** grants **PURCHASER** the exclusive rights to produce the Event with **ARTISTS**, and **ARTISTS** agree not to consider or agree to perform on stage together prior to the Event and for a period of at least one year following the Event. Furthermore, Michael Jackson agrees not to perform individually or with any family member prior to the Event, or for a period of at least three months following the Event."

**7. Confidentiality;** The Artist & Purchaser will use the Due Diligence Information solely for the purpose of the Artist's due diligence of rehearsal times and traveling for the Production, and unless and until the parties consummate the full contract of said production the Artist, its affiliates, directors, officers, employees, advisors, and agents (the Artist's "Representatives") will keep the Due Diligence Information strictly confidential.

**8. Public Announcement.** All press releases and public announcements relating to the production of the film will be agreed to and prepared jointly by the Jacksons, Frank Dileo, and Patrick Allocco.

**9. Expenses.** Subject to the provisions in paragraph 5 of this letter agreement, Purchaser will pay all of Artist expenses, including rider fees, incurred in connection with the live production of said event.

**10. Indemnification:** **ARTIST/S** agrees to take all necessary precautions to prevent injury to persons (including employees of **PURCHASER**) or damage to property during the term of this contract, and shall indemnify and hold **PURCHASER** and its officers, agents, directors, and employees harmless against all claims, losses, expenses (including reasonable attorney's fees) and injuries to person or property (including death) resulting in any way from any act, omission or negligence on the party of **ARTIST/S** in the performance or failure to perform the scope of work under

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this contract, excepting only those losses which are due solely and directly to PURCHASER'S negligence. If artist does breach agreement, except for Force Majeure, Artist will return the deposit in total and pay Purchaser liquid damages in the amount of \$4,000,000.00 (Four Million Dollars)

If you are in agreement with the terms of this letter agreement, please sign in the space provided below and return a signed copy to **Dileo Entertainment & Touring Inc** by the close of business on **November 25, 2008**. Upon receipt of a signed copy of this letter, then we will proceed with full acting contract Agreement at a later agreeable date.

This contract constitutes a complete and binding agreement between the PURCHASER and the Jacksons (ARTIST/S). The PURCHASER agrees to be responsible for harm, loss, or damage of any kind to ARTIST/S person or property while located at the place of performance (Term #1 herein).

The persons signing for PURCHASER and for the ARTIST/S agree to be personally, jointly and severally liable for the terms of this contract.

*[Handwritten Signature]*

Signature for PURCHASER  
Patrick S. Allocco  
AllGood Entertainment Inc

*11/25/08*

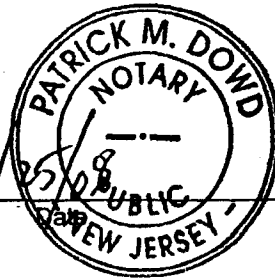
Date

Patrick S. Allocco

Printed Name

**Patrick M. Dowd**  
I.D. # 2281703

Notary Public of New Jersey  
Commission expires 2/22/2012



*[Handwritten Signature]*

Notarized Signature of Public Notary

Frank Dileo  
Dileo Entertainment & Touring Inc

*[Handwritten Signature]*

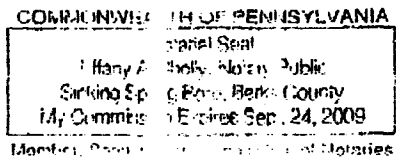
Printed Name

SWORN TO AND SUBSCRIBED BEFORE ME THIS

*26<sup>th</sup>* DAY OF *NOVEMBER*, 2008

Notarized Signature of Public Notary

Commonwealth of PA  
County of Berks



*11-26-08*

Date

**CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT WITH  
NON COMPETE CLAUSE FOR THE MICHAEL JACKSON, JANET  
JACKSON AND JACKSON FAMILY REUNION WORLD EVENT**

On this 26<sup>th</sup> day of November, 2008;

1. SYNOPSIS. The undersigned individual acknowledges that the information contained in the Dileo Entertainment and Touring Agreement (hereinafter the "Agreement") dated November 25, 2008 by and between AllGood Concerts, LLC (hereinafter, "AllGood") whose offices are located in Morristown, New Jersey, and Dileo Entertainment and Touring, Inc., (hereinafter, "Dileo") Nashville, TN, in this Agreement is confidential; therefore, individual agrees not to disclose it without the express written permission of AllGood/Dileo.

It is acknowledged by individual that information to be furnished in this Agreement is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by individual, may cause serious harm or damage to AllGood/Dileo.

The term of this agreement is for a period of 18 months from the date first written above.

**AGREEMENT**

2. BACKGROUND AND PURPOSE OF DISCLOSURE. AllGood/Dileo is presenting the undersigned individual with certain valuable, confidential, and proprietary information.

3. DESCRIPTION OF CONFIDENTIAL INFORMATION. Any and all information disclosed by AllGood/Dileo, which by its nature is generally considered proprietary and confidential, disclosed in any manner and regardless of whether such information is specifically labeled as such, is considered confidential information; unless such information falls within the exceptions set forth below (hereinafter such information shall be collectively referred to as "Confidential Information").

4. AGREEMENT TO MAINTAIN CONFIDENTIALITY. The undersigned individual agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees, agents or other third parties to hold such Confidential Information in

confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. The undersigned individual shall not disclose Confidential Information to others or use it for purposes other than the Project.

5. LIMITED DISCLOSURE. The undersigned individual agrees to limit disclosure of Confidential Information to those employees or agents necessary for the Project who have agreed to be bound by the obligation herein.

6. EFFECTIVE DATE AND LENGTH OF OBLIGATION. This Agreement is effective as of the date first written above and may be terminated by AllGood/Dileo at any time upon written notice. The undersigned individual's obligation of confidentiality and non-use for Confidential Information hereunder shall last for a period of 18 months from the date first written above.

7. SECURITIES LAWS. The undersigned hereby acknowledges that it is aware, and agrees that it will advise all of those persons who are privy to the within information that is the subject of this Agreement, that federal and state securities laws prohibit any person who has received material, non-public information (information about AllGood/Dileo or its business that is not generally available to the public) concerning AllGood/Dileo including, without limitation, the matters that are the subject of this Agreement, and from communicating that information to any other person.

8. EXCEPTIONS TO CONFIDENTIAL INFORMATION. Confidential Information shall not include any information which is or was considered; (a) publicly available at the time of disclosure; (b) became publicly available after disclosure without breach of this Agreement by the AllGood/Dileo; (c) was in the undersigned individual's possession prior to disclosure, as evidenced by AllGood/Dileo's written records, and was not the subject of an earlier confidential relationship with AllGood/Dileo.; (d) was rightfully acquired by the undersigned individual after disclosure by AllGood/Dileo from a third party who was lawfully in possession of the information and was under no obligation to AllGood/Dileo to maintain its confidentiality; (e) is independently developed by AllGood/Dileo's employees or agents who have not had access to the Confidential Information; or (f) is required to be disclosed by the prevailing state and/or federal agencies pursuant to judicial order or other compulsion of law, provided that prompt notice of such order is served upon AllGood/Dileo and comply with any protective order imposed on such disclosure.

9. RETURN OF CONFIDENTIAL INFORMATION. At any time requested by AllGood/Dileo, the undersigned individual shall return or destroy all documents, samples or other materials embodying Confidential Information, shall retain no copies thereof, and shall certify in writing that such destruction or return has been accomplished.

10. INDEMNIFICATION. The undersigned individual and all of its affiliates, successors and partners agree to unconditionally indemnify AllGood/Dileo and its affiliates and its respective principals, partners, officers, directors, employees and strategic partners from

and against any and all losses, claims, damages, liabilities, joint or severally, including any past or present legal actions to which such Indemnified Party (AllGood/Dileo) may become subject to under any applicable federal or state law, or otherwise, related to or arising out of any transaction contemplated by this Agreement and will pay any Indemnified Party for all expenses (including counsel fees and expenses), as they are incurred in connection with the investigation of, preparation for the defense of any pending or threatened claim or action proceeding arising there from, whether or not such Indemnified Party is a party.

**11. NON-CIRCUMVENTION.** The undersigned individual agrees that in no way shall the undersigned individual (or affiliated parties) circumvent AllGood/Dileo with respect to potential lenders, investment banking institutions, financial parties, financing sources, potential investors, strategic alliances, strategic partners, investor group or other financial / transactional / business relationship or business opportunity introduced to the Company by AllGood/Dileo for consideration to provide such financing or transactions to the Company. In addition, the Company shall not use any information prepared by AllGood/Dileo to secure financing or transactions independently of AllGood/Dileo.

**12. DISCLAIMER OF OTHER RELATIONSHIPS.** This Agreement does not create a relationship of agency, partnership, joint venture, and license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Confidential Information is disclosed or that non-circumvention, as described in item 11 is not breached.

**13. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of law principles. The parties hereby submit and consent to the jurisdiction of the State of New York for purposes of any legal action arising out of this Agreement.

**14. AMENDMENTS.** This Agreement supersedes all previous agreements between the parties regarding Confidential Information and Non-Circumvention and cannot be cancelled, assigned or modified without prior written consent AllGood/Dileo.

**15. BREACH.** If the undersigned individual breaches the term(s) of the Agreement, AllGood/Dileo shall have the right to (a) terminate this Agreement and/or demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including without limitation, its attorneys fees and cost of suit; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement; and (d) pursue any other remedy available at law or in equity. Failure to properly demand compliance or performance of any term of this Agreement shall not constitute a waiver of AllGood/Dileo's rights hereunder.

**16. NON COMPETE.** For a period of 18 months from the date first written above, the Parties shall not, directly or indirectly, solicit or contract in an effort to do business with

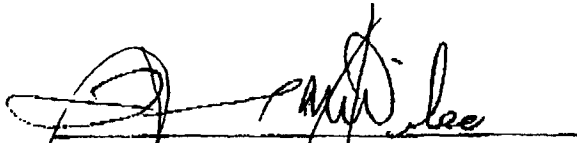
any person entity who was in any manner associated with the Event during the term of this Agreement, or any affiliate of any such person/entity, with whom the Parties had material contact during the Agreement Term if such solicitation or contact is for the purpose of inducing such person/entity at any time to acquire goods or services from a person/entity in lieu of the Company.

Wherefore, the parties, as referenced hereby agree to be bound by the tenets detailed herein unequivocally and without reservation. It is further understood that such representations as endorsed by execution herein have been done so free of duress.

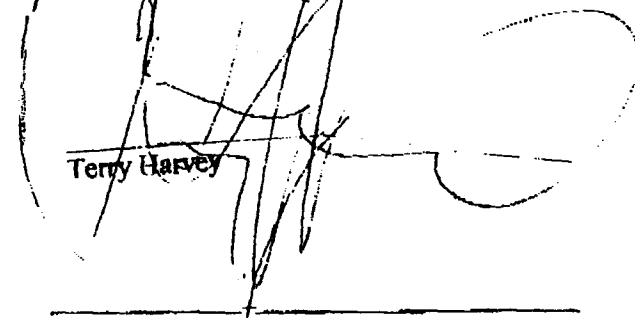
The Parties hereby affix their signatures below:



Patrick S. Allocco

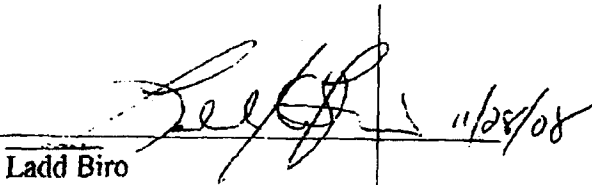


Frank Dileo

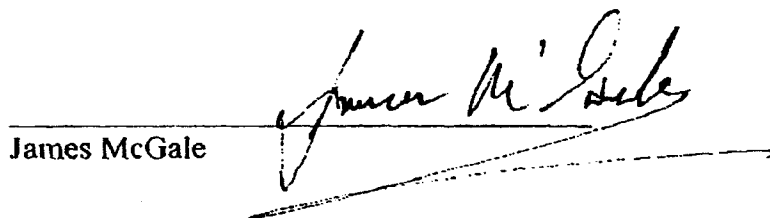


Terry Harvey

Mark Lamicka



Ladd Biro



James McGale