

Note

AGREEMENT

AGREEMENT dated as of April 1, 2009, by and between AEG Live Productions LLC., a Delaware corporation ("Company"), and Travis Payne ("Creative"), a resident of the State of California.

IN CONSIDERATION of the mutual promises hereinafter set forth, Company and Creative agree as follows:

1. Definitions. As used in this agreement, the following terms shall have the following meanings:

1.1 Artist: A performing group consisting of Michael Jackson and others designated by their employer and known professionally as "Michael Jackson".

1.2 Force Majeure Event: Any occurrence, such as an act of God, war, fire, earthquake, flood, labor strife, civil insurrection, order of a public authority or other event not within the control of either party hereto, which renders the continuation of the Tour impossible or commercially impractical.

1.3 On The Road: The period of time during which Artist rehearses for the Tour, or Concerts shall be performed, and travel to and from Concerts undertaken.

1.4 Term: A period commencing on the date first set forth above and continuing through the Tour, unless sooner terminated as provided for below.

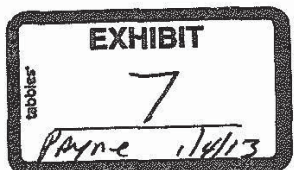
1.5 Tour: A connected series of concert performance appearances by Artist ("Concert") in various countries and territories throughout the world, and contemplated to commence on or about July 8, 2009 and to conclude on or about March 31, 2010.

2. Engagement.

2.1 Commencing on a date to be mutually agreed, and on a non-exclusive basis during the Term, Company agrees to engage Creative, and Creative agrees to be engaged, in the capacity of Choreographer and Associate Director

2.2 Creative's services shall be those ordinarily and customarily performed by a first-class Choreographers and Associate Directors in connection with concert performance tours of so-called superstar entertainers and such other and further choreographic and creative services, or such other services as the parties hereto mutually agree.

2.3 Creative's services shall include the creation of choreography for the tour, and in connection with any promotional video shoots or television specials directly connected to the Tour. In addition, other services in Connection with the choreography of the Tour may be required by the company from time to time upon Company serving a minimum of thirty (30) days' notice upon Creative. Upon Creative's inability to personally provide requested services for any reason, Creative may substitute Ms Stacy Walker or Ms Anthony Testa in his place. Any



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choreography or other services which are requested and are not in connection with the Tour (such as an independent music video) will be separately negotiated.

2.4 Creative agrees to perform Creative's services hereunder diligently, faithfully and to the best of Creative's ability. All services will be performed in accordance with a schedule to be mutually agreed. Notwithstanding anything to the contrary contained in this agreement, the Term shall:

(a) Terminate automatically in the event of Creative's death or permanent disability or if the Tour shall be prematurely terminated by reason of the death or disability of a member of Artist or Force Majeure Event. In the event of such termination by creative's death, disability or abovementioned Force Majeure Event any monies owed shall become due and payable to Creative's estate.

(b) Terminate at the election of Company and on notice to Creative in the event of Creative's inability for any reason to perform Creative's services for a consecutive period of four (4) days or a cumulative period of eight (8) days during the term following a four week notice period.

(c) Terminate at the election of Company and on notice to Creative without cause or for cause. Cause as used in this provision shall mean: Creative's willful failure, refusal or neglect to perform any of Creative's material duties hereunder or to comply fully and promptly with any lawful direction or instruction of an officer of Company. Creative's doing any act which is intended to injure the business, goodwill or reputation of Company, any of Company's officers, directors or shareholders or of Artist; or Creative's breach of a material provision of this agreement, which, if otherwise curable, is not cured within forty-eight (48) hours of Company's notifying Creative of such breach.

2.5 In the event of a termination of the Term for any reason, Creative shall no longer be obliged to render services to Company and if such termination is for Cause, Company will, upon written notice, be relieved of its obligation to pay any amounts due thereafter, provided there has been the opportunity to cure as set forth herein and there has been a failure to so cure. Further, in the event of termination for Cause, Creative's entitlement to compensation hereunder shall be extinguished, subject only to a right to payment of any theretofore accrued compensation (i.e., for periods to and including the effective date of termination, but not thereafter) which remains unpaid, which accrued but unpaid compensation shall, if the termination is for Cause, be subject to offset for any damages occasioned to Company by the conduct of Creative giving rise to the termination for Cause.

3. Compensation.

3.1 Conditioned upon Creative's full, prompt and faithful rendition of material services hereunder and compliance with the other material terms hereof, Company agrees to pay in arrears, upon submission of invoices, for all services rendered and rights granted hereunder:

(a) A minimum fee of One Hundred Sixty Thousand U.S. Dollars (\$160,000) to secure availability throughout the pre-tour rehearsal period which commences on March 25, 2009 until, as presently scheduled, July 7, 2009. Fifty-Five Thousand U.S. Dollars

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(\$55,000) will be payable upon Creative's execution of this agreement, Fifty-Two Thousand Five Hundred U.S. Dollars (\$52,500) will be payable on May 15, 2009 and Fifty Two Thousand Five Hundred U.S. Dollars (\$52,500) will be payable on July 15, 2009.

(b) In addition, a fee of One Thousand Five Hundred U.S. Dollars (\$1,500) for each day that Creative's services are actually performed at rehearsals or on tour during the period from July 15, 2009 through the end of the Tour.

(c) If Creative shall render services including modification, or supplementing dance movements in connection with production of audio-visual media (including television motion pictures, theatrical features, home video or so-called "multi-media" or "interactive" media programming), payment shall be made in the amount of a fixed fee of Twenty-Five Thousand U.S. Dollars (\$25,000.00).

(d) If Creative shall render services which are governed by the provisions of a collective bargaining agreement to which Company is a party or by which Company is bound (e.g., in connection with production of phonorecords, radio transcriptions, television motion pictures, theatrical features, home video or so-called multi-media or interactive media programming), Company shall pay directly to Creative payment at the minimum applicable "scale" rate provided by such agreement, plus any required pension or welfare or similar contributions, all of which such payments shall be credited against and deductible from the payments otherwise becoming due Creative under subparagraphs 3.1.c above as applicable.

(e) Fees payable under this Agreement shall be commissionable by McDonald Selznick Associates in the amount of 15% supplemental to the amounts in 3.1.a, b and c, above

(f) All payments for compensation hereunder, less advances previously paid to Creative will be sent via wire transfer to:

If to Creative

If to Agent

4. Per Diem and Travel. If Creative's services are required to be and are performed On The Road, Company shall arrange and pay for all inter-city transportation, intra-city ground transportation required for Creative's rendition of services (e.g., to and from airports, to and from residence or hotels, and to and from Concerts) and hotel accommodations. Further, as to each day that Employee is required to and shall perform services On The Road, Company shall furnish directly to Employee per-diem allowances, as follows, such per-diem allowances to be in

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lieu of any payment by Company of or responsibility of Company for Employee's food, beverage, telephone, laundry, recreation or other personal requirements, and Employee shall indemnify, defend and hold Company, its officers, directors, shareholders, Artist and Artist's employer and any Tour promoter harmless from any claim asserted by any person or entity for payment for any of the same:

4.1 In the United States, United Kingdom and continental Europe, One Hundred US Dollars (\$100.00) per day.

4.2 In any country outside the United States and Europe, except Japan, Fifty Dollars (\$50.00) per day, and in Japan (if applicable), One Hundred Dollars (\$100.00) per day.

5. Rights.

5.1 Company shall be entitled to claim, use and exploit all rights and interests, including copyrights and rights under copyright, in and to all of the results and proceeds of Creative's services hereunder, as Creative's "employer for hire," throughout the world, in perpetuity, and in all media whether now or hereafter known or developed. The compensation provided for in this agreement shall be inclusive of any entitlement of Creative with respect to all services rendered and rights granted by Creative herein.

5.2 Without limitation of the generality of paragraph 5.1 above:

(a) Company, its successors, licensees and assigns shall own all right, title and interest in any product created in whole or in part by Creative in the performance of Creative's services hereunder and in any performance rendered by Creative or likeness or voice of Creative which is otherwise captured on film, tape or other recording medium as proprietor of a work made for hire and may, without further compensating Creative therefore, use and exploit such product, performance, likeness or voice in all media fields of use, whether now known or hereafter coming into existence, in perpetuity and throughout the world.

(b) Company shall be entitled to copyright any fixation of Creative's voice, likeness or performance in Company's name as the sole author and owner thereof and to exclusively use and enjoy such copyright as the proprietor of a work made for hire.

(c) Creative shall execute and deliver such documents and instruments as Company shall require to effect any transfer, assignment or other confirmation of rights in Company as contemplated in this section and appoints Company's then Chief Operating Officer as Creative's attorney-in-fact with full power of substitution to execute and deliver any such document in Creative's name and on Creative's behalf.

5.3 Creative grants to Company, its successors, licensees and assigns, without the requirement that Creative be further compensated therefore, the right to use Creative's name, approved likeness and approved biographical materials for purposes of advertising and trade in connection with the Tour and any product or service ancillary to or arising from the Tour and acknowledges that such grant does not contain or imply any corresponding duty on the part of

any such grantee to afford credit to Creative for any of Creative's services, performance or rights granted hereunder. Notwithstanding the foregoing, Creative's name and likeness will not be used in merchandising other than behind-the-scene merchandise, publications and tour advertising.

6. Equipment. If Company shall furnish any goods or equipment to Creative for use in connection with Creative's duties hereunder, Creative agrees to exercise due care in its/their use and transportation and to return all such goods and equipment to Company upon completion of Creative's services hereunder, in the same condition as when first furnished to Creative, normal wear and tear excepted.

7. Nondisclosure.

7.1 All information, documents, photographs, other visual depictions, records, recordings or other materials of or concerning Artist or the Tour which may come into Creative's possession in the course of or as a result of Creative's services hereunder are and shall remain Company's sole and exclusive property and shall not be removed, retained copied or otherwise used by Creative except as expressly permitted by Company in writing. Company shall at all times on demand and in any case upon the cessation of Creative's duties hereunder be entitled to exclusive and immediate possession of all such materials.

7.2 In no event shall Creative be entitled to, nor shall Creative photograph, film, videotape or otherwise record in audio, visual or audiovisual form any performance of Artist rendered for any purpose, nor shall Creative photograph, film or otherwise record in audio, visual or audiovisual form any member of Artist or of Artist's family or guests on the Tour. Notwithstanding the foregoing, Creative may take photos for personal use while On The Road, provided that if Artist requires, Creative will turn over all original negatives or data files of such photos to Company. Artist agrees to consider in good faith specific requests by Creative for permission to use photographs approved by Artist on Creative's website.

7.3 Creative shall during the Term and thereafter refrain from making any public statements or statements to the press or otherwise issuing any publicity of or concerning Company, its officers, directors and shareholders, Artist, Artist's family and guests on the Tour, and any promoters of the Tour, unless required to do so by law or court order.

7.4 Creative acknowledges that in the course of Creative rendering services hereunder, Creative may come into possession or knowledge of trade secrets or other confidential information, the disclosure of which could tend to injure Company, Artist, Tour promoters and suppliers and others related to them in their trade or business or to expose Artist or Artist's families or guests to risks to their personal security or privacy. Accordingly, Creative agrees to keep all such information in the strictest of confidence and not disclose any of the same to any third party, unless required to do so by law or court order.

7.5 Creative acknowledges that the covenants of and restrictions on Creative as set forth in this section 7 are of the essence of this agreement and that:

(a) Any breach or threatened breach of any provision of this section will constitute cause for termination under paragraph 2.5 above; and

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(b) Company shall be entitled to injunctive relief to prevent any breach or threatened breach by Creative of any such provision.

8. General Provisions.

8.1 This agreement is the parties entire understanding as to its subject matter, and all prior negotiations are merged herein and superseded hereby.

8.2 Creative represents, warrants and agrees as follows:

(a) Creative has the full right, power and authority to enter into this agreement, to fully perform hereunder and to grant to Company all of the rights to be granted to Company hereby.

(b) Without limitation of subparagraph (a) above:

(i) Creative is and will throughout the Term remain a member in good standing of any union or guild properly having jurisdiction of Creative's services hereunder. Notwithstanding the foregoing, Company and Artist acknowledge that services required of Creative hereunder are not rendered pursuant to any collective bargaining agreement; and

(ii) All original ideas, properties or other materials utilized or furnished by Creative in the course of Creative's hiring hereunder will not, to the best of Creative's knowledge, infringe upon any rights or interest of any third party or will expose Company, Artist, or any Tour promoter to liability to any third party.

8.3 Creative agrees to indemnify, defend and hold Company, Company's officers, directors and shareholders harmless from any loss, damage or expense, including reasonable outside attorneys fees, arising from or connected with any third-party claim arising from a breach of any of Creative's representations, warranties or covenants set forth herein. Company agrees to indemnify, defend and hold Creative harmless from any loss, damage or expense, including reasonable outside attorneys fees, arising from or connected with any third-party claim arising from a breach of any of Company's representations, warranties or covenants set forth herein.

8.4 This agreement is made and entered into in the State of California and shall be construed in accordance with the internal laws of the State of California without regard to choice-of-law principles.

8.5 Any notice which either party desires or is required to send the other under or concerning this agreement shall be in writing and personally delivered, sent via an established delivery service regularly providing proof of delivery (e.g., Federal Express) or sent via U.S. Mail, certified mail, return receipt requested, and addressed as follows:

8.6 via U.S. Mail, certified mail, return receipt requested, and addressed as follows:

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To Company: AEG Live Productions LLC
C/o AEG Live LLC



Attn: Madeline Schilder

Copy to:

To Employee: Travis Payne



Copy to: Julie McDonald



8.7 Any disputes, controversies or claims arising under or in connection with this agreement that the parties cannot resolve themselves, including without limitation, disputes, controversies or claims pertaining to the general application, validity, construction, interpretation or enforceability of this agreement and including any dispute relating to Creative's hiring or the termination of that hiring, shall be settled exclusively by final and binding arbitration, before a single arbitrator, in accordance with the appropriate rules and procedures of the American Arbitration Association or another dispute resolution administrator mutually agreed to by the parties. Unless mutually agreed to by the parties otherwise, any arbitration shall take place in Los Angeles, California. The cost of such arbitration shall be shared equally between the parties unless required otherwise by applicable law. The parties shall have the ability to conduct reasonable discovery, as allowed by the arbitrator. The prevailing party shall be entitled to reasonable attorneys fees and costs. The arbitrator shall render an award and written opinion, and the award shall be binding upon the parties in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator may be entered by any competent court having jurisdiction thereof.

8.8 Company shall have the right to assign this agreement in whole or in part, and to assign or license any or all of its rights and delegate any or all of its obligations hereunder, to any person, firm, or entity whatsoever. This agreement calls for the personal services of Creative, and, accordingly, Creative shall not be entitled to assign or delegate any of Creative's duties hereunder, except that Creative may assign to any party the right to receive payments hereunder.

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8.9 If any provision of this agreement shall be illegal or unenforceable, such illegality or unenforceability shall not affect those provisions hereof which are legal and enforceable, and this agreement shall be deemed amended to the minimum extent necessary to eliminate such illegality or unenforceability and to carry out the provisions of this agreement to the greatest extent possible and to ensure that the resolution of all disputes between the parties, including those arising out of statutory claims, are resolved by neutral, binding arbitration.

8.10 No waiver by Company or Creative of any right or remedy in any instance shall be a waiver of such right or remedy in any other instance or of any other right or remedy in any instance.

8.11 This agreement may be executed in counterparts, which, when taken together, shall constitute one and the same instrument. Photocopied or telecopied signatures shall be as valid as original signatures.

8.12 Creative will receive credit as 'Choreographer / Associate Director' in souvenir programs, film or DVD or live broadcast productions, under that of Mr Kenny Ortega wherever possible. Other persons furnishing choreographic services will not take precedence over Creative and will be referred to in the form "Additional Choreography by..."

WITNESS, execution of this agreement on the date first set forth above.

Creative

Company

AEG Live Productions LLC



Travis Payne

By: 

An authorized officer

Social Security # 

40977730.2

Confidential

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Exhibit 664 - 359