

ORIGINAL

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 06 2011

John A. Claine, Executive Officer/Clerk
BY *[Signature]* Deputy
Shaunya Wesley

Attorneys for Plaintiffs CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON
SUBSCRIBING TO CONTINGENCY NON-APPEARANCE AND CANCELLATION
POLICY NO. B0638C091985

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

CERTAIN UNDERWRITERS AT
LLOYD'S OF LONDON SUBSCRIBING
TO CONTINGENCY NON-
APPEARANCE AND CANCELLATION
POLICY NO. B0638C091985,
Plaintiffs,

vs.

AEG LIVE LLC; THE MICHAEL
JACKSON COMPANY LLC and DOES 1-
75, inclusive,
Defendants.

Case No.: **BC462973**

ASSIGNED FOR ALL PURPOSES TO: THE
HONORABLE

DEPT.:

COMPLAINT FOR:

- 1. DECLARATORY RELIEF - RESCISSION**
- 2. DECLARATORY RELIEF - NON-ASSIGNMENT CLAUSE**
- 3. DECLARATORY RELIEF - NO DUTY TO INDEMNIFY**

Plaintiffs CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON SUBSCRIBING
TO CONTINGENCY NON-APPEARANCE AND CANCELLATION POLICY NO.
B0638C091985 ("UNDERWRITERS"), in support of their complaint, allege as follows:

ALLEGATIONS COMMON TO ALL COUNTS

1. This is an insurance dispute between sophisticated parties to a contingency
appearance and cancellation policy. The policy was issued with regard to Michael Jackson

CIT/CASE: BC462973 LEA/DEF#: 0310
RECEIPT #: CCH05980038
DATE PAID: 06/06/11 11:46:28 AM
PAYMENT: \$395.00
CHECK#: 395000
CHANGE:
CASH:
CARD:

06/06/11

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1 series of concerts to be held London, England at the O2 Arena during the summer and fall of
2 2009. In light of Mr. Jackson's death, the concerts never went forward. The insured, AEG Live
3 LLC ("AEG") made a claim for coverage under the policy and UNDERWRITERS have sought
4 to obtain documents, witness statements and other information necessary to determine AEG's
5 entitlement to coverage under the policy. The parties have an actual and present controversy
6 regarding what coverage, if any, is afforded under the policy and/or whether the policy should
7 be rescinded for non-disclosures and/or misrepresentations as more fully set forth below. AEG
8 has failed and refused to provide UNDERWRITERS with necessary information, including but
9 not limited to, information and documents regarding Dr. Conrad Murray, Mr. Jackson and AEG,
10 which UNDERWRITERS are informed and believe are directly relevant to and necessary for
11 the determination of whether AEG's claim is covered.

THE PARTIES

12
13 2. Plaintiffs are CERTAIN UNDERWRITERS AT LLOYD'S SUBSCRIBING TO
14 CONTINGENCY NON-APPEARANCE AND CANCELLATION POLICY NO.
15 B0638C091985 ("UNDERWRITERS"), specifically, (1) Cathedral Capital (1998) Ltd
16 ("Cathedral"), a corporation organized and existing under the laws of the United Kingdom, with
17 its principal place of business and head office located in London, England; and (2) Talbot
18 Underwriting Limited ("Talbot"), a corporation organized and existing under the laws of the
19 United Kingdom, with its principal place of business and head office located in London,
20 England. Both Cathedral and Talbot are authorized to and do issue insurance to California
21 residents through licensed surplus line brokers in accordance with the laws of the State of
22 California.

23 3. UNDERWRITERS are informed and believe and thereon allege that defendant
24 AEG is a subsidiary of Anschutz Entertainment Group, a corporation organized and existing
25 under the laws of the State of Colorado, with AEG's principal place of business located at 800
26 West Olympic Blvd., Los Angeles, California.

27 4. UNDERWRITERS are informed and believe and thereon allege that defendant
28 The Michael Jackson Company LLC ("Jackson LLC") is a limited liability company organized

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1 and existing under the laws of the State of Delaware, with its principal place of business and
2 registered agent located at The Company Corporation, 2711 Centerville Road, Wilmington,
3 Delaware.

4 5. The true names and capacities, whether individual, corporate, associate, or
5 otherwise, of defendants DOE 1 through DOE 75, inclusive, are unknown to UNDERWRITERS
6 who therefore sue such defendants by such fictitious names, and UNDERWRITERS will amend
7 their complaint to show the true names and capacities when the same have been ascertained.
8 UNDERWRITERS are informed and believe and thereon allege that DOE 1 through DOE 75,
9 inclusive, are responsible in some manner for the events and happenings referred to herein.
10 Further, UNDERWRITERS are informed and believe and thereon allege that DOE 1 through
11 DOE 75, inclusive, are individuals, entities, corporations or other persons involved in the
12 issuance of the policy or tender of the claim involved in UNDERWRITERS' complaint for
13 declaratory relief.

14 6. UNDERWRITERS are informed and believe and thereon allege that the
15 complaint is filed in the judicial district which is the principal place where AEG does business.

16 **GENERAL ALLEGATIONS**

17 **A. THE POLICY**

18 7. UNDERWRITERS issued a CONTINGENCY NON-APPEARANCE AND
19 CANCELLATION POLICY NO. B0638C091985 ("THE POLICY") to defendant AEG and
20 "The Mark Jones Company LLC," effective April 24, 2009 to January 19, 2010, with a
21 \$17,500,000 limit of liability. UNDERWRITERS are informed and believe and thereon allege
22 that "The Mark Jones Company LLC" is in fact defendant Jackson LLC. A copy of THE
23 POLICY is attached as Exhibit No. "A".

24 8. THE POLICY provides coverage for "insured Performance(s) or Event(s)" with
25 respect to "Mark Jones – the first 30 Concerts at the O2 Arena in London." UNDERWRITERS
26 are informed and believe and thereon allege that "Mark Jones" is in fact decedent Michael
27 Jackson, an Insured Person under THE POLICY.
28

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1 9. UNDERWRITERS are informed and believe and thereon allege that the first
2 concert was scheduled to take place on July 8, 2009. By endorsement, the initial concert date
3 was moved to July 13, 2009.

4 10. THE POLICY provides indemnity to AEG and/or Jackson LLC for Ascertained
5 Net Loss and Additional Costs as set out in Insurance Clause 1.1, 1.2 and 3.1 of THE POLICY.

6 11. THE POLICY provides in pertinent part as follows:

7 1. INSURANCE CLAUSE

8 1.1 Subject always to the terms, conditions, limitations and exclusions
9 contained herein or endorsed hereon this Insurance is to indemnify [AEG
10 and/or Jackson LLC] for their Ascertained Net Loss should any Insured
11 Performance(s) or Event(s) specified in the Tour Schedule be necessarily
12 Cancelled, Abandoned, Postponed or Interrupted.

13 Provided that:

14 (1.1.1) the necessary Cancellation, Abandonment,
15 Postponement or Interruption is caused by a peril
16 described in 2.1 to 2.7 below and

17 (1.1.2) such peril is beyond the control of:

18 (i) [AEG and/or Jackson LLC] and

19 (ii) [Michael Jackson];

20 (1.1.3) the circumstances giving rise to the loss first occurs
21 during the Period of Insurance stated in the
22 Schedule.

23 12. THE POLICY's "Perils" include at clause 2:

24 2.1 DEATH of [Michael Jackson].

25 2.2 ACCIDENT to or ILLNESS of [Michael Jackson] which, in the opinion
26 of an independent medical practitioner approved by [UNDERWRITERS],
27 entirely prevents [Michael Jackson] from appearing or continuing to
28 appear in any or all of the Insured Performance(s) or Event(s). ...

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1 13. THE POLICY wording is amended by certain Conditions Additional, one of
2 which states as follows:

3 In respect of [Michael Jackson], cover hereunder is restricted to losses resulting from
4 Accident only until such time as [UNDERWRITERS] have seen and agreed the medical
5 report from the medical taking place in London, and [UNDERWRITERS']
6 representative has attended the rehearsals taking place in London.

7 14. The medical examination "taking place in London" never occurred and therefore
8 the "satisfactory medical affidavit" was never provided or, accordingly, accepted by
9 UNDERWRITERS. Similarly, rehearsals never took place in London for UNDERWRITERS'
10 representative to attend.

11 15. UNDERWRITERS are informed and believe and thereon allege that a copy of
12 THE POLICY and its terms, conditions and exclusions were provided by or on behalf of AEG
13 to third parties who were not parties to THE POLICY, and who thereafter disseminated copies
14 of THE POLICY and/or its provisions to other third parties, including, but not limited to, the
15 Los Angeles Times. Thereafter, certain material terms, conditions and exclusions of THE
16 POLICY were disseminated to the public.

17 **B. THE TENDER**

18 16. UNDERWRITERS are informed and believe and thereon allege that AEG
19 entered into an agreement with Jackson LLC by contract dated January 26, 2009, in which
20 Jackson LLC agreed to furnish the services of the recording artist Michael Jackson ("Jackson")
21 as follows:

22 [Jackson] hereby pre-approves up to thirty-one (31) Shows, or such other greater number
23 as agreed by [Jackson LLC] and AEG ... at the O2 Arena in London, England between
24 July 26 and September 30, 2009.

25 17. Jackson died at the age of 50 on June 25, 2009, in Los Angeles.

26 18. On July 1, 2009, AEG's general counsel Shawn Trell ("Trell") tendered AEG's
27 claim to Robertson Taylor Insurance Brokers, Ltd ("Robertson Taylor").
28

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1 19. The Death Certificate issued on July 7, 2009, by the County of Los Angeles,
2 Department of Health Services, listed Jackson's cause of death as "Deferred." A copy of the
3 July 7, 2009 Death Certificate is attached as Exhibit No. "B".

4 20. On July 10, 2009, UNDERWRITERS sent AEG an initial reservation of rights
5 and began their investigation of AEG's claim under a complete reservation of all of their rights.

6 21. By letter dated November 20, 2009, AEG made a demand against THE POLICY,
7 stating:

8 Enclosed herewith is a copy of ... Jackson's official death certificate, which establishes
9 that ... Jackson's death was a covered peril under paragraph 2.1 of the cancellation
10 policy and occurred within the Period of Insurance. Given that ... Jackson's death
11 certificate establishes AEG's entitlement to full indemnity under [THE POLICY], we
12 request that liability be admitted and agreed within thirty days of this letter.

13 22. Attached to the November 20, 2009 demand is a copy of Jackson's Amended
14 Death Certificate dated August 31, 2009 ("Amended Death Certificate"). A true copy of the
15 Amended Death Certificate is attached hereto and incorporated herein as Exhibit No. "C". The
16 Amended Death Certificate lists "HOMICIDE" as the manner of death. The Death Certificate
17 does not alternatively list "ACCIDENT" as the manner of death. According to the Amended
18 Death Certificate, Jackson died from "intravenous injection administered by another" with the
19 cause of death listed as "acute Propofol intoxication."

20 23. On December 3, 2009, UNDERWRITERS issued a supplemental reservation of
21 rights letter.

22 24. Having received no response from AEG or its counsel to the December 3, 2009
23 supplemental reservation of rights and the specific information requested therein to facilitate
24 UNDERWRITERS' consideration of the November 20, 2009 demand, on December 29, 2009,
25 UNDERWRITERS sent AEG's counsel another letter continuing to reserve UNDERWRITERS'
26 rights and requesting that AEG submit as soon as practicable a signed and sworn proof of loss to
27 substantiate the "occurrence, nature, cause and amount of loss claimed under this Insurance," as
28 required under THE POLICY. Underwriters also renewed their request that AEG provide

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1 information substantiating the total quantum of its loss sustained which it maintains is covered
2 under THE POLICY, as well as information regarding efforts to mitigate AEG's loss under
3 THE POLICY.

4 25. UNDERWRITERS' ability to thoroughly and properly investigate and evaluate
5 the claim remains impaired because the documents and other information requested have to date
6 not been provided by AEG or its counsel as obligated under California law. Defendants have
7 breached condition 8 of THE POLICY which states that the insured shall, *inter alia*:

8 8.1 ...

9 (8.1.5) provide the Insurers or their appointed representatives
10 with:

- 11 (i) all necessary assistance in a timely manner,
12 (ii) all information required,
13 (iii) all documentation and records necessary to establish and
14 assess indemnity hereunder and copies or extracts as may
15 be required;

16 (8.1.6) prove the loss to the satisfaction of the Insurers;

17 (8.1.7) forward immediately to the Insurers or their
18 representatives any letter, writ or other documents received
19 in connection with any claim made under this Insurance.

20
21 8.2 as often as may be reasonably required submit to examination under oath
22 on all matters connected with a claim, by any person named by the
23 Insurers as such reasonable time and place as may be designated by the
24 Insurers or their representatives. ...

25
26 8.3 as soon as practicable render a signed and sworn proof of loss to the
27 Insurers or their representative to substantiate the occurrence, nature,
28 cause and amount of loss claimed under this Insurance.

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1 33. UNDERWRITERS are informed and believe and thereon allege that AEG and/or
2 Jackson LLC and/or Jackson failed to communicate to UNDERWRITERS and ought to have
3 communicated to UNDERWRITERS that which AEG and/or Jackson LLC and/or Jackson
4 knew about Jackson's medical history, including but not limited to, his apparent prescription
5 drug use and/or drug addiction. The application for THE POLICY includes a section titled
6 "INFORMATION REQUIRED," which forms a part of THE POLICY, and provides as
7 follows:
8

9
10 2. Full review of past 5 year medical history by nominated doctor.

11 *Noted -[AEG and/or Jackson LLC and/or Jackson] client will provide details of doctors*
12 *who saw [Jackson] prior to and during the trial (which ended in June 2005).*

13
14 *[AEG and/or Jackson LLC and/or Jackson] has advised that [Jackson] has not seen a*
15 *doctor (other than cosmetic doctors) since the trial (which ended in June 2005).*
16

17 UNDERWRITERS are informed and believe and thereon allege that Jackson had seen doctors,
18 other than cosmetic doctors, between June 2005 and the date of his death, and that the statement
19 to the contrary in the application constitutes a material misrepresentation of a fact which was
20 relied upon by UNDERWRITERS in the issuance of THE POLICY. UNDERWRITERS are
21 further informed and believe and thereon allege that AEG and/or Jackson LLC and/or Jackson,
22 knew, but did not disclose, that Jackson was taking prescription drugs and/or drugs prior to and
23 at the time of his death, including Propofol.
24

25 34. UNDERWRITERS are informed and believe and thereon allege that defendants
26 AEG and Jackson LLC contend that they are entitled to coverage under THE POLICY in the
27 amount of \$17,500,000. UNDERWRITERS further allege on information and belief that
28

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1 defendants AEG and Jackson LLC do not agree that THE POLICY properly is subject to
2 rescission nor do they agree that THE POLICY is void *ab initio* based on material
3 misrepresentations or concealment in the application for THE POLICY and/or material mistake
4 made in the written application for THE POLICY.
5

6 35. UNDERWRITERS accordingly have no adequate remedy at law.
7 UNDERWRITERS therefore request that THE POLICY be declared null and void *ab initio*, and
8 that THE POLICY be rescinded and UNDERWRITERS hereby tender repayment of all
9 premiums received.
10

11 36. By reason of the foregoing, there exists now an actual, justiciable controversy
12 between the parties and with respect to their rights and obligations under THE POLICY. This
13 Court is vested with the power to declare and adjudicate the rights and legal obligations of the
14 parties to this action with reference to the issues raised by this Complaint. UNDERWRITERS
15 desire a judicial determination of the rights and obligations of each of the parties to this action
16 under THE POLICY. A judicial determination is necessary and appropriate at this time in order
17 that each of the parties may ascertain their respective rights and duties as to each other and may
18 conduct themselves accordingly now and in the future.

19 SECOND CAUSE OF ACTION

20 (For Declaratory Relief – Non-Assignment Clause)

21 37. UNDERWRITERS incorporate paragraphs 1 through 36 as if set forth in full in
22 their Second Cause of Action for Declaratory Relief – Non-Assignment Clause.

23 38. In the alternative, an actual controversy has arisen and now exists between
24 UNDERWRITERS and AEG and/or Jackson LLC. UNDERWRITERS contend that THE
25 POLICY is subject to General Condition No. 6.13, Assignment, which states: "This insurance
26 may not be assigned in whole or in part without the prior written consent of the Insurers."

27 39. UNDERWRITERS are informed and believe and thereon allege based on
28 communications from AEG's prior counsel that AEG and/or Jackson LLC may have purported
to assign their rights under THE POLICY to the Estate of Jackson, and that AEG and/or Jackson

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1 LLC never sought nor requested UNDERWRITERS' prior written consent to a purported
2 assignment of their rights under THE POLICY to the Estate of Jackson.

3 40. UNDERWRITERS allege that if AEG and/or Jackson LLC had sought or
4 requested UNDERWRITERS' prior written consent to a purported assignment of their rights
5 under THE POLICY to the Estate of Jackson, UNDERWRITERS would not have provided
6 prior written consent because of the potential additional burden that may arise and potential for
7 disputes over the existence and scope of a purported assignment of their rights under THE
8 POLICY to the Estate of Jackson.

9 41. UNDERWRITERS allege that no benefit under THE POLICY is due and/or
10 owing to defendant AEG and/or Jackson LLC in light of AEG's and/or Jackson LLC's
11 purported violation of General Condition No. 6.13 by their purported assignment of rights to the
12 Estate of Jackson.

13 42. UNDERWRITERS are informed and believe and thereon allege that defendants
14 AEG and/or Jackson LLC contend that they are entitled to the benefit under THE POLICY.
15 UNDERWRITERS further allege on information and belief that defendants AEG and/or
16 Jackson LLC do not agree that General Condition 6.13 prevents defendants AEG and/or Jackson
17 LLC from recovering under THE POLICY.

18 43. UNDERWRITERS accordingly have no adequate remedy at law.
19 UNDERWRITERS accordingly contend that UNDERWRITERS do not owe any obligation
20 under THE POLICY based upon AEG's and/or Jackson LLC's violation of General Condition
21 No. 6.13.
22

23 44. By reason of the foregoing, there exists now an actual, justiciable controversy
24 between the parties and with respect to their rights and obligations under THE POLICY. This
25 Court is vested with the power to declare and adjudicate the rights and legal obligations of the
26 parties to this action with reference to the issues raised by this Complaint. UNDERWRITERS
27 desire a judicial determination of the rights and obligations of each of the parties to this action
28

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1 under THE POLICY. A judicial determination is necessary and appropriate at this time in order
2 that each of the parties may ascertain their respective rights and duties as to each other and may
3 conduct themselves accordingly now and in the future.

4 **THIRD CAUSE OF ACTION**

5 **(For Declaratory Relief – No Duty to Indemnify Against All Defendants)**

6 45. UNDERWRITERS incorporate paragraphs 1 through 44 as if set forth in full in
7 their Third Cause of Action for Declaratory Relief – Duty to Indemnify.

8 46. In the alternative, an actual controversy has arisen and now exists between
9 UNDERWRITERS and AEG and/or Jackson LLC. UNDERWRITERS contend that they have
10 no duty to indemnify AEG and/or Jackson LLC because the tender is expressly excluded by
11 Conditions Additional, Conditions Precedent, General Conditions, and Exclusions in THE
12 POLICY and because AEG is in breach of THE POLICY conditions regarding providing
13 necessary information, assistance, documentation and proof of loss.

14 *Death Not An Accident*

15 47. UNDERWRITERS contend that they have no duty to indemnify AEG and/or
16 Jackson LLC because the cause of death was not an Accident. THE POLICY includes as an
17 additional Condition amending THE POLICY as follows:

18 In respect of [Michael Jackson], cover hereunder is restricted to losses resulting from
19 Accident only until such time as [UNDERWRITERS] have seen and agreed the medical
20 report from the medical taking place in London, and [UNDERWRITERS] representative
21 has attended the rehearsals taking place in London.

22 No medical examination of Mr. Jackson took place in London and, accordingly, no medical
23 report was ever prepared. UNDERWRITERS' representative did not attend London rehearsals
24 as Mr. Jackson died before travelling to London for such examination or rehearsals. Thus, the
25 only covered peril under THE POLICY was an "Accident."

26 48. UNDERWRITERS allege on information and belief that defendants AEG and/or
27 Jackson LLC contend otherwise.

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Peril Not Beyond the Control of the Insured

1
2 49. UNDERWRITERS contend that they have no duty to indemnify AEG and/or
3 Jackson LLC, based upon THE POLICY's Insurance Clause because such peril, as described in
4 THE POLICY, was also not beyond the control of AEG and/or Jackson LLC and/or Jackson.

5 The Insurance Clause states:

6 1. INSURANCE CLAUSE

7 1.1 Subject always to the terms, conditions, limitations and exclusions contained
8 herein or endorsed hereon this Insurance is to indemnify [AEG and/or Jackson
9 LLC] for their Ascertained Net Loss should any Insured Performance(s) or
10 Event(s) specified in the Tour Schedule be necessarily Cancelled, Abandoned,
11 Postponed or Interrupted.

12 Provided that:

13 (1.1.1) the necessary Cancellation, Abandonment, Postponement
14 or Interruption is caused by a peril described in 2.1 to 2.7
15 below and

16 (1.1.2) such peril is beyond the control of

17 (i) [AEG and/or Jackson LLC] and

18 (ii) [Jackson]; ...

19 50. THE POLICY's "Perils" include at clause 2: ...

20 2.2 ACCIDENT to or ILLNESS of [Michael Jackson] which, in the opinion
21 of an independent medical practitioner approved by [UNDERWRITERS],
22 entirely prevents [Michael Jackson] from appearing or continuing to
23 appear in any or all of the Insured Performance(s) or Event(s). ...

24 51. UNDERWRITERS allege on information and belief that defendants AEG and/or
25 Jackson LLC contend otherwise.

26 *Pre-existing Medical and Other Conditions*

27 52. UNDERWRITERS contend that they do not have a duty to indemnify AEG
28 and/or Jackson LLC, based upon THE POLICY's applicable Conditions Precedent, including

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1 but not limited to "Pre-existing Medical Conditions" and "Other Pre-existing Conditions." THE
2 POLICY states as Conditions Precedent as follows:

3 It is a condition precedent to the liability of [UNDERWRITERS] that [AEG and/or
4 Jackson LLC] has: ...

5 4.1 truthfully declared all material facts likely to influence a reasonable
6 Insurer in determining:

7 (4.1.1) whether or not to accept the risk or any subsequent amendment,

8 (4.1.2) the premium,

9 (4.1.3) the conditions, exclusions and limitations,

10 having reasonably made all necessary inquiries to establish those facts.

11 4.2 ... established to their best knowledge and belief after making reasonable
12 inquiry that [Jackson] has no physical, mental or medical condition or is
13 undergoing any treatment, medical or otherwise, other than those advised
14 to [UNDERWRITERS] and agreed to them in writing, and that [Jackson]
15 is fit to fulfill the commitment insured herein.

16 ...

17 4.3 no knowledge at inception, of any undisclosed matter, fact or
18 circumstances, actual or threatened, that increases or could increase the
19 possibility of a loss under this Insurance.

20 ...

21 4.5 declared that all information supplied to support the application for this
22 Insurance is in all respects true and complete and unchanged at the
23 inception of this Insurance.

24 53. UNDERWRITERS allege on information and belief that defendants AEG and/or
25 Jackson LLC contend otherwise.

26 *General Conditions*

27 54. UNDERWRITERS contend that they have no duty to indemnify AEG and/or
28 Jackson LLC, based upon THE POLICY's General Conditions, including, but not limited to,

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1 False or Fraudulent Acts, Due Diligence Clause, Compliance with Terms and Assignment.

2 THE POLICY states as General Conditions as follows:

3 6.1 Any fraud, misstatement or concealment in the information provided or in
4 the making of a claim or otherwise howsoever, shall render all claims
5 hereunder forfeit.

6 6.2 [AEG and/or Jackson LLC] shall at all times do and concur in doing all
7 things necessary to avoid or diminish a loss under this Insurance. ...

8 6.4 [AEG and/or Jackson LLC] shall observe and fulfill the terms and
9 conditions contained herein or endorsed hereon. ...

10 6.13 This Insurance may not be assigned in whole or in part without the prior
11 written consent of [UNDERWRITERS].

12 55. UNDERWRITERS allege on information and belief that defendants AEG and/or
13 Jackson LLC contend otherwise.

14 *Pre-existing Condition, Lack of Care, Drugs, Misrepresentation*

15 56. UNDERWRITERS contend that they have no duty to indemnify AEG and/or
16 Jackson LLC based upon THE POLICY's applicable Exclusions, including, but not limited to,
17 Duty of Care, Drugs, and Fraud. THE POLICY includes the following:

18 This Insurance does not cover any loss directly or indirectly arising out of, contributed to
19 by, or resulting from: ...

20 7.3 non-appearance at an Insured Performance or Event of any Insured
21 Person due to:

22 ...

23 (7.3.4) any known pre-existing, physical, psychological or medical
24 condition unless otherwise agreed in writing by [UNDERWRITERS],

25 ...

26 7.4 [AEG's and/or Jackson LLC's] or [Jackson's] lack of care, diligence or
27 prudent behavior, the result of which would increase the risk, and/or
28 likelihood of a loss, hereunder;

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1 7.5 the illegal possession or illicit taking of drugs and their effects; ...

2 7.12 any fraud, misrepresentation or concealment by [AEG and/or Jackson
3 LLC] or [Jackson].

4 57. UNDERWRITERS allege on information and belief that defendants AEG and/or
5 Jackson LLC contend otherwise.

6 *Failure to Cooperate and Provide Necessary Information and Proof of Loss*

7 58. UNDERWRITERS contend that they have no duty to indemnify AEG and/or
8 Jackson LLC based upon condition precedent 8 of THE POLICY which states that AEG shall
9 *inter alia*:

10 8.1 ...

11 (8.1.5) provide the Insurers or their appointed representatives
12 with:

13 (i) all necessary assistance in a timely manner,

14 (ii) all information required,

15 (iii) all documentation and records necessary to establish and
16 assess indemnity hereunder and copies or extracts as may
17 be required;

18 (8.1.6) prove the loss to the satisfaction of the Insurers;

19 (8.1.7) forward immediately to the Insurers or their
20 representatives any letter, writ or other documents received
21 in connection with any claim made under this Insurance.

22 8.2 as often as may be reasonably required submit to examination under oath
23 on all matters connected with a claim, by any person named by the
24 Insurers as such reasonable time and place as may be designated by the
25 Insurers or their representatives. ...

26 8.3 as soon as practicable render a signed and sworn proof of loss to the
27 Insurers or their representative to substantiate the occurrence, nature,
28 cause and amount of loss claimed under this Insurance.

P.K. SCHRIEFER LLP
100 N. Barranca Avenue, Suite 1100
West Covina, California 91791
Telephone: (626) 373-2444
Facsimile: (626) 974-8403

TT/98/98

1 59. UNDERWRITERS allege on information and belief that defendants AEG and/or
2 Jackson LLC contend otherwise.

3 60. UNDERWRITERS desire a judicial determination and declaration of their rights
4 and obligations under THE POLICY with respect to the Insurance Clause and Conditions
5 Additional, Conditions Precedent, General Conditions, and Exclusions in THE POLICY.

6 61. A judicial determination of the respective obligations of the parties to this
7 Complaint is appropriate under the circumstances, and no other adequate remedy is available to
8 UNDERWRITERS.

9 **PRAYER FOR RELIEF**

10 THEREFORE, UNDERWRITERS pray for judgment as follows:

11 **FIRST CAUSE OF ACTION**

12 (1) An order declaring and adjudging that Contingency Non-Appearance and
13 Cancellation Insurance Policy No. B0638C091985 is null and void *ab initio* and is rescinded;

14 (2) An order declaring and adjudging that defendants AEG and Jackson LLC are not
15 entitled to benefits under THE POLICY and that defendants AEG and Jackson LLC are only
16 entitled to refund of the premium paid for THE POLICY and nothing further;

17 (3) An order entering judgment in favor of UNDERWRITERS and against
18 defendants AEG and Jackson LLC;

19 (4) An order awarding UNDERWRITERS their costs of suit and reasonable
20 attorneys' fees incurred herein; and

21 (5) For such other and further relief as the Court may deem just and proper.

22 **SECOND CAUSE OF ACTION**

23 (1) An order declaring and adjudging that UNDERWRITERS have no duty to
24 indemnify AEG and/or Jackson LLC because the tender is expressly excluded by General
25 Condition No. 6.13 in THE POLICY;

26 (2) An order entering judgment in favor of UNDERWRITERS and against
27 defendants AEG and Jackson LLC;

28

P.K. SCHRIEFFER LLP
100 N. Barranca Avenue, Suite 1100
West Covina, California 91791
Telephone: (626) 373-2444
Facsimile: (626) 974-8403

TT/98/98

1 (3) An order awarding UNDERWRITERS their costs of suit and reasonable
2 attorneys' fees incurred herein; and

3 (4) For such other and further relief as the Court may deem just and proper.

4 **THIRD CAUSE OF ACTION**

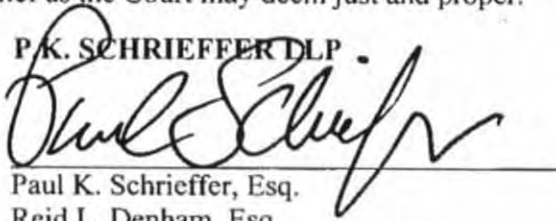
5 (1) An order declaring and adjudging that UNDERWRITERS have no duty to
6 indemnify AEG and/or Jackson LLC because the tender is expressly excluded by Conditions
7 Additional, Conditions Precedent, General Conditions, and/or Exclusions in THE POLICY, in
8 addition to AEG and/or Jackson LLC's failure to cooperate and provide necessary information
9 and proof of loss;

10 (2) An order entering judgment in favor of UNDERWRITERS and against
11 defendants AEG and Jackson LLC;

12 (3) An order awarding UNDERWRITERS their costs of suit and reasonable
13 attorneys' fees incurred herein; and

14 (4) For such other and further relief as the Court may deem just and proper.

15 Dated: June 3, 2011

P.K. SCHRIEFFER DLP


16 By
17 Paul K. Schrieffer, Esq.
18 Reid L. Denham, Esq.
19 Attorneys for Plaintiffs, CERTAIN
20 UNDERWRITERS AT LLOYD'S OF
21 LONDON SUBSCRIBING TO
22 CONTINGENCY NON-APPEARANCE
23 AND CANCELLATION POLICY NO.
24 B0638C091985

06/06/11

Exhibit "A"

CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
Endorsement Reference: 003
Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation, Abandonment, Postponement or Interruption of Events
Assured: AEG Live LLC and/or The Mark Jones Company, LLC

CONTRACT CHANGES

This Contract is amended as follows:

INSURED PERFORMANCE(S) OR EVENT(S): Mark Jones – the first 30 Concerts at the O2 Arena in London

EFFECTIVE DATE: 18th June 2009 beginning 11.30 am Greenwich Mean Time

LIMIT OF INDEMNITY: The Limit of Indemnity hereon remains unchanged

ADDITIONAL CONDITIONS: 1. Additional Condition 4 (a) in the Schedule hereon is deleted and of no effect, and this Insurance extends to cover losses resulting from problems with the stage or staging or special effects.

ADDITIONAL PREMIUM: Nil Premium Adjustment

All other terms and conditions remain unchanged.

- What effect would there be on the show if the 'Swinging arm' did not work?
- What % of the show would the arm be used in?
- how high does the arm go?

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Page 1


22/6/09

CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
Endorsement Reference: 003
Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation, Abandonment, Postponement or Interruption of Events
Assured: AEG Live LLC and/or The Mark Jones Company, LLC

INFORMATION

The following information has been provided to the Insurer(s). Based on this information the Insurers have agreed the changes requested at the terms stated herein

The show will be performed on an end stage.

The supplied document detailing the general layout of the stage is noted by Insurers. The stage includes an elevating ramp, and an elongated swinging arm that rises and falls and extends over the audience. Mark Jones will be performing in this arm. The arm when retracted is recessed into the stage surface.

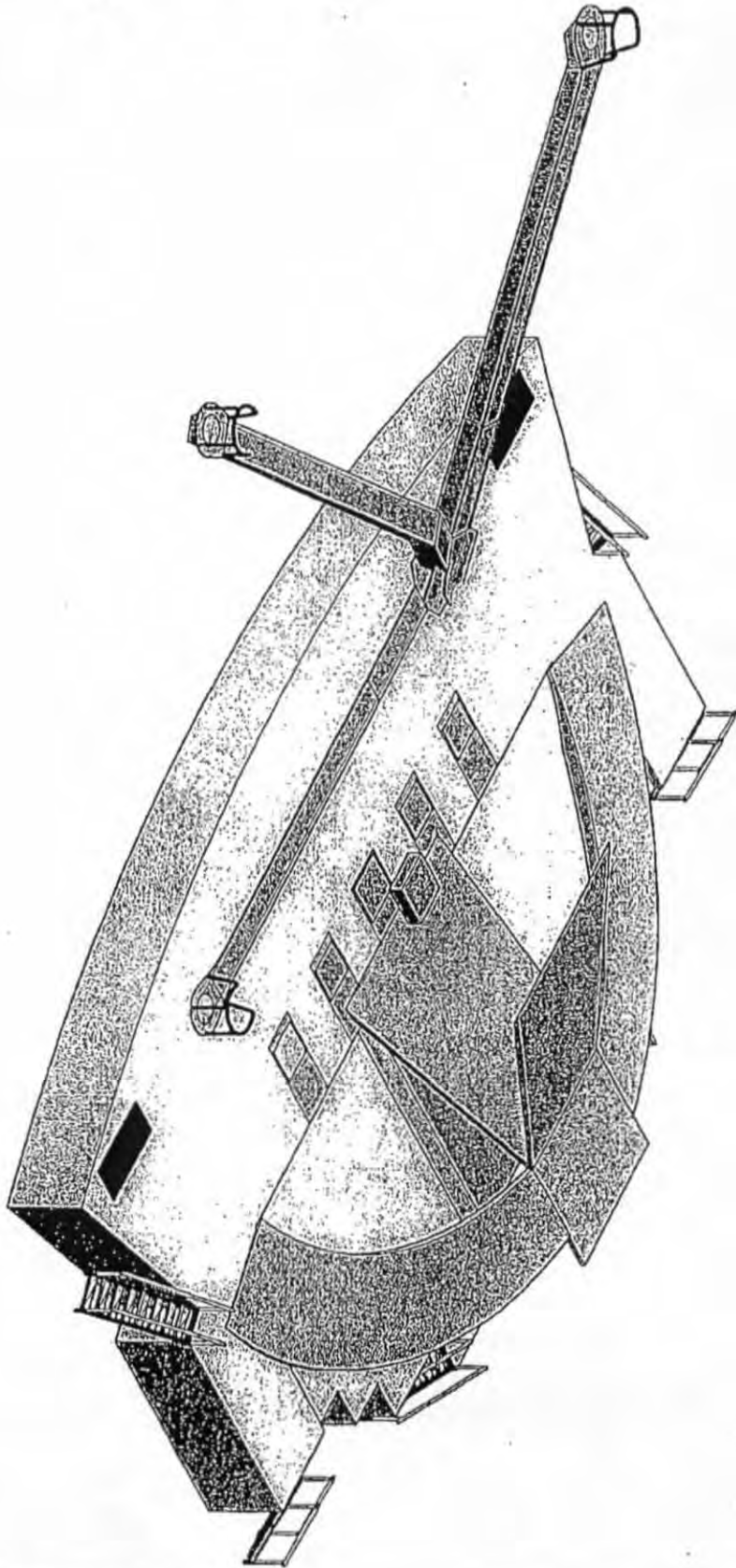
The staging includes a giant screen at the back of the stage and screens on either side of the stage. The giant screen is essential to the performance as it will show continuous imagery in line with the music being performed on stage. A video has been filmed by the artist for this purpose.

All other terms and conditions remain unchanged

4

AGREEMENT

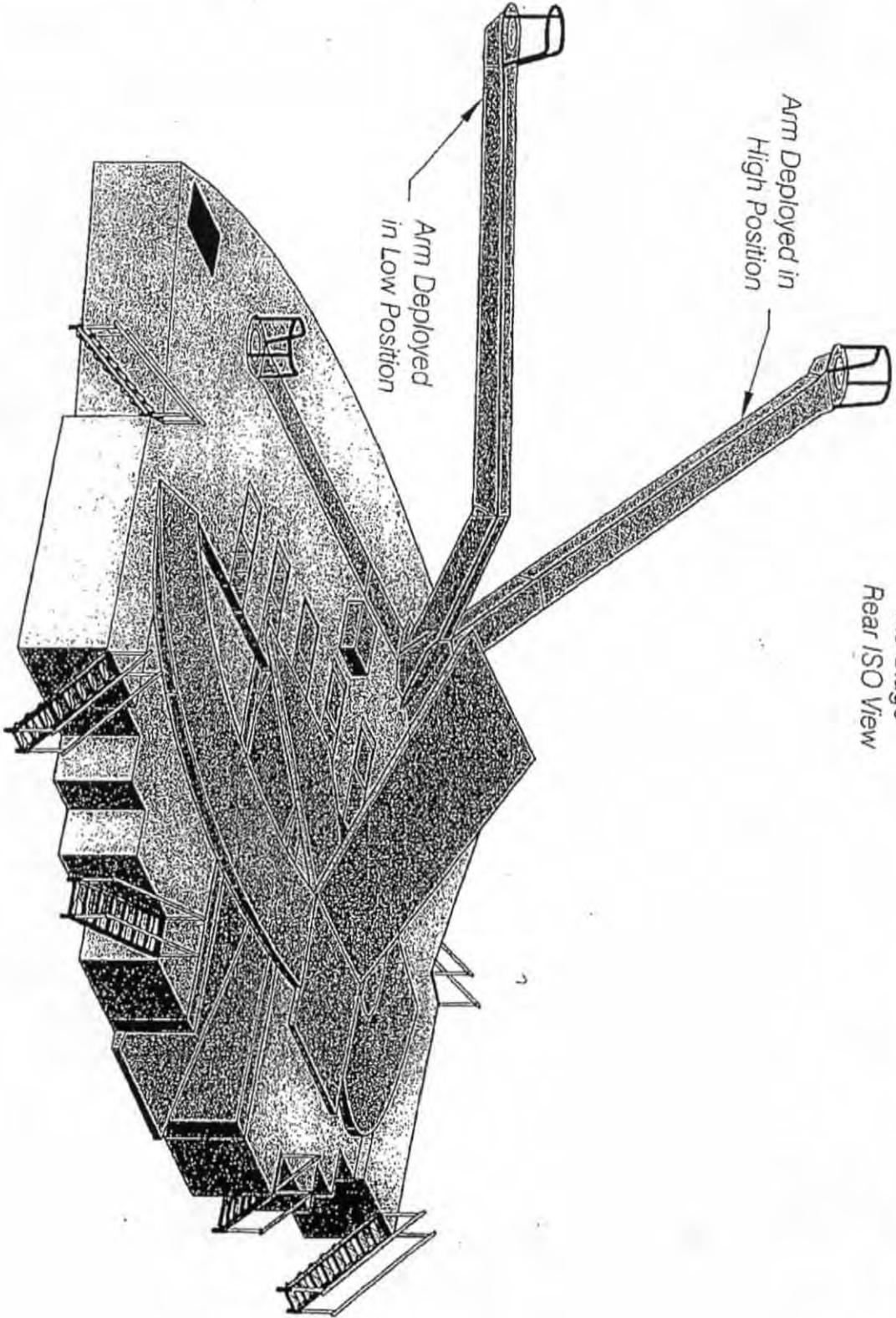
11/98/98



MJ Stage
Front ISO View

06/06/11

<table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		REV	DATE	BY	DESCRIPTION													<table border="1"> <tr> <td>PROJECT</td> <td>MJ 2009</td> </tr> <tr> <td>CLIENT</td> <td>MJ 2009</td> </tr> </table>	PROJECT	MJ 2009	CLIENT	MJ 2009	<table border="1"> <tr> <td>TITLE</td> <td>ELEMENT OVERVIEW</td> </tr> <tr> <td>DATE</td> <td>6.10.2009</td> </tr> </table>	TITLE	ELEMENT OVERVIEW	DATE	6.10.2009	<table border="1"> <tr> <td>SCALE</td> <td>1:1</td> </tr> </table>	SCALE	1:1	
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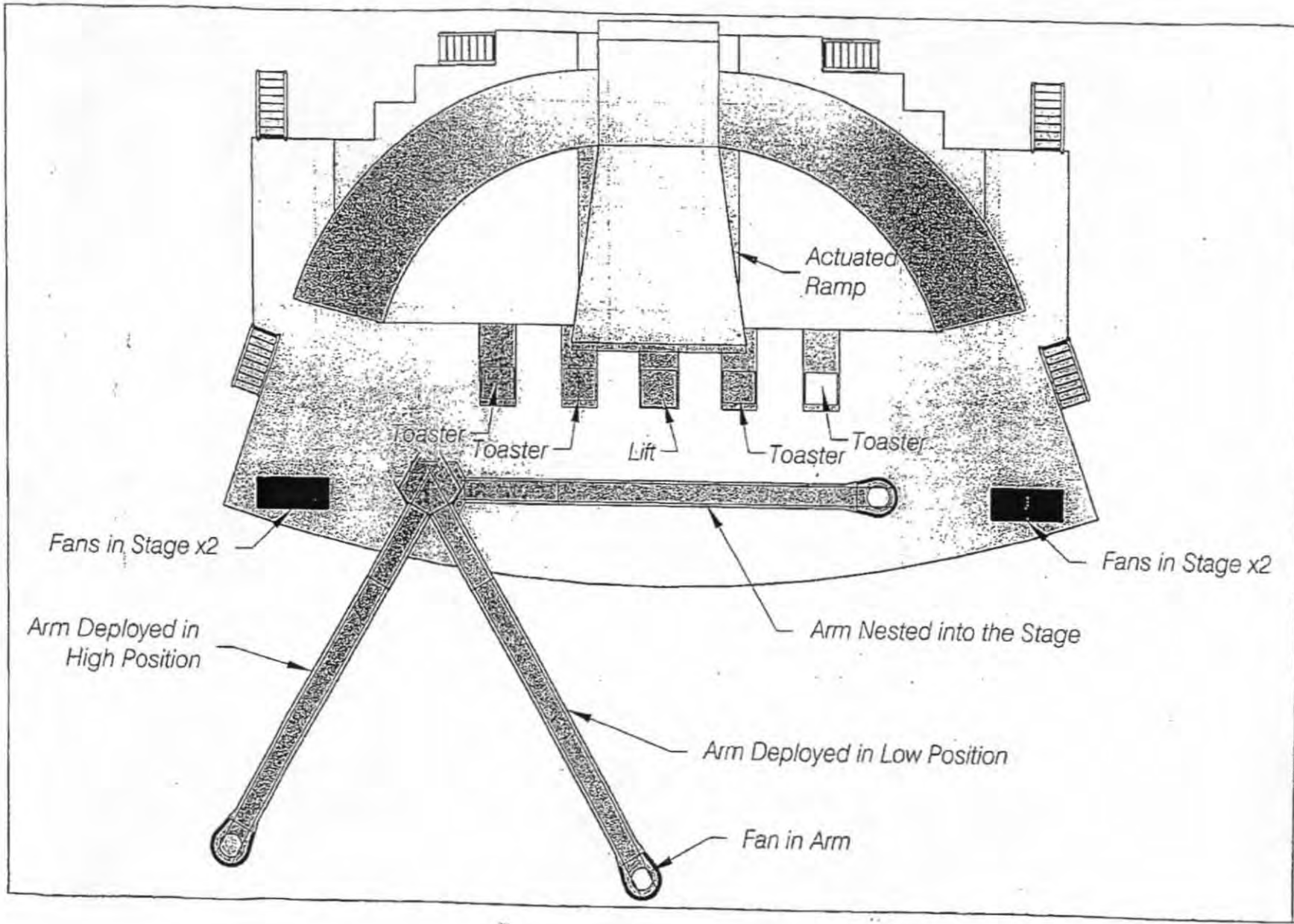
MJ Stage
Rear ISO View

Arm Deployed
in Low Position

Arm Deployed in
High Position

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96/96/11



TAIT
CORPORATION

DATE: 6/10/2009
DRAWN BY: [unintelligible]

PROJECT: ELEMENT OVERVIEW
DATE: 6/10/2009

DATE: 6/10/2009
DATE: 6/10/2009

NO.	REV.	DESCRIPTION

CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
Endorsement Reference: 002
Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation, Abandonment, Postponement or Interruption of Events
Assured: AEG Live LLC and/or The Mark Jones Company, LLC

CONTRACT CHANGES

This Contract is amended as follows:

INSURED PERFORMANCE(S) OR EVENT(S): Mark Jones – the first 30 Concerts at the O2 Arena in London

EFFECTIVE DATE: 10th June 2009 beginning 11.30 am Greenwich Mean Time

PERIOD OF INSURANCE: The expiry date hereon amends to 13th January 2010

INSURED PERSONS: The Insured Persons amends to include the following performers:
Band Members and/or Vocalists and/or Dancers

LIMIT OF INDEMNITY: The Limit of Indemnity hereon remains unchanged

ADDITIONAL CONDITIONS: 1. Additional Condition 4 (b) in the Schedule hereon is deleted and of no effect, and this Insurance extends to include Peril 2.3 of the policy wording, Unavoidable Travel Delay.

ADDITIONAL PREMIUM: Nil Premium Adjustment

All other terms and conditions remain unchanged.

11/98/98



CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
Endorsement Reference: 002
Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation, Abandonment, Postponement or Interruption of Events
Assured: AEG Live LLC and/or The Mark Jones Company, LLC

INFORMATION

The following information has been provided to the Insurer(s). Based on this information the Insurers have agreed the changes requested at the terms stated herein

The first 30 concerts taking place at the O2 Arena in London have been amended as follows:

2009

July 13th, 16th, 18th, 22nd, 24th, 26th, 28th and 30th
August 1st, 3rd, 10th, 12th, 17th, 19th, 24th, 26th, 28th and 30th
September 1st, 3rd, 6th, 8th, 10th, 21st, 23rd, 27th and 29th

2010

January 7th, 9th and 12th

The band, vocalists and dancers have now been contracted and have been rehearsing in Los Angeles. There are 7 band members, 4 vocalists and 12 dancers as follows:

Band Members

<u>Band Members</u>	<u>Date of Birth</u>	<u>Occupation</u>
Michael Duane Bearden (American)	19 th December 1963	Musical Director, Keyboards
Orianthi Penny Panagaris (Australian)	22 nd January 1985	Guitarist
Thomas Leroy Organ (American)	22 nd February 1963	Guitarist
Roger Bashiri Johnson (American)	12 th May 1955	Percussionist
Morris Joseph Pleasure (American)	12 th July 1962	Keyboard Player
Jonathan Phillip Moffett (American)	17 th November 1954	Drummer
Alfred Alexander Dunbar (American)	13 th November 1968	Bass Guitarist

Vocalists

<u>Vocalists</u>	<u>Date of Birth</u>	<u>Occupation</u>
Dorian Jose Holley (American)	1 st July 1956	Vocal Director
Darryl Martin Phinnessee (American)	15 th June 1953	Vocalist
Kenneth Travis Stacey (American)	28 th May 1963	Vocalist
Judith Glory Hill (American)	6 th May 1984	Vocalist

Dancers

<u>Dancers</u>	<u>Date of Birth</u>	<u>Occupation</u>
Mekia Shanell Cox (American)	18 th November 1981	Dancer
Ricardo Andres Reid (American)	3 rd August 1983	Dancer
Devin Andrew Jamieson (Canadian)	6 th November 1987	Dancer
Tyne Elise Stecklein (American)	11 th August 1988	Dancer
Daniel Carlo Celebre (Canadian)	27 th October 1984	Dancer
Charles Gregory Klapow (American)	5 th July 1980	Dancer
Christopher Brandon Grant (American)	28 th June 1988	Dancer

(cont.)



CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
 Endorsement Reference: 002
 Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
 Cancellation, Abandonment, Postponement or Interruption of Events
 Assured: AEG Live LLC and/or The Mark Jones Company, LLC

(cont.)

Timor Steffens (German)	9 th October 1987	Dancer
Misha Gabriel Hamilton (American)	13 th May 1987	Dancer
Nicholas Jerome Bass (American)	23 rd December 1981	Dancer
Shannon Christiaan Antoine Holtzapffel (Australian)	9 th October 1984	Dancer
Danielle Rueda-Watt (American)	9 th December 1976	Aerialist

It is noted that one of the dancers is an aerialist whose performance will include airborne moves of short duration.

There will be others performers hired locally (who will rehearse only once the production is in the U.K.). They will be interchangeable and not critical to the show. One of the additional performers will also be an aerialist.

It is noted that in the opening sequence of the show the artist Mark Jones will have the appearance of flying, but this is an effect and he will not be aloft.


On behalf of the artist and his family, AEG Live UK Limited have entered into a tenancy agreement for a property in Chislehurst, Kent. The agreement runs from 1st July 2009 through to 30th June 2010.

It is estimated that travel time from the above property to the venue by road will be between 30 minutes and 45 minutes, but could be as little as 20 minutes, or as much as over one hour, depending on the traffic situation. There will be probably 3 cars travelling to and from the venue for each show, with possibly a fourth car if the artist's children attend the show(s). Apart from the artist, there will be his make-up artist, Dr Conrad Murray, and 2 or 3 security guards.

It is noted that the artist will be arriving in England on 4th July 2009, travelling by private charter aircraft. The first rehearsal date is scheduled for 8th July 2009. He has been filming and recording and rehearsing in the States.

All other terms and conditions remain unchanged

AGREEMENT

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TT/98/98

CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
Endorsement Reference: 001
Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation, Abandonment, Postponement or Interruption of Events
Assured: AEG Live LLC dba Concerts West and/or The Mark Jones Company, LLC

CONTRACT CHANGES

This Contract is amended as follows:

INSURED PERFORMANCE(S) OR EVENT(S): Mark Jones – the first 30 Concerts at the O2 Arena in London

EFFECTIVE DATE: 15th May 2009 beginning 11.30 am Greenwich Mean Time

LIMIT OF INDEMNITY: The Limit of Indemnity hereon remains unchanged

ADDITIONAL CONDITIONS: 1. It is noted and agreed the show dates of the Insured Performances are being moved but have yet to be confirmed. Insurers agree to maintain cover pending the final confirmed Tour Schedule and the revised expiry date of this Insurance.

[Handwritten signature]

ADDITIONAL PREMIUM: Nil Premium Adjustment

*no later than 28.02.10
(per telecon between JB + TD)*

All other terms and conditions remain unchanged.

[Circular stamp with signature]

15.05.09.

Tal¹⁵₅09

TT/98/98

CONTRACT ENDORSEMENT

Unique Market Reference: B0638C091985
Endorsement Reference: 001
Type: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation, Abandonment, Postponement or Interruption of Events
Assured: AEG Live LLC dba Concerts West and/or The Mark Jones Company, LLC

INFORMATION


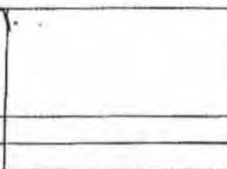
The following information has been provided to the Insurer(s). Based on this information the Insurers have agreed the changes requested at the terms stated herein

The date of the first show has been moved from 8th July 2009 to 13th July 2009, although this has yet to be announced to the public.

E-mail letter from Timm Woolley, tour consultant / director on behalf of the Assured companies, to Bob Taylor of Robertson Taylor Insurance Brokers Limited is noted as information in respect of this Insurance.

All other terms and conditions remain unchanged

AGREEMENT

			
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06/98/11

RISK DETAILS (SCHEDULE)

TYPE: CONTINGENCY NON-APPEARANCE AND CANCELLATION INSURANCE
Cancellation and Abandonment of Events

PROPOSAL DETAILS: No Proposal Form

ASSURED: AEG Live, LLC doing business as Concerts West and/or
The Mark Jones Company, LLC
for their respective rights and interests

MAILING ADDRESS OF ASSURED: Care of AEG Live, 5750 Wilshire Boulevard, Suite 501, Los Angeles, CA 90036, U.S.A.

INSURED PERFORMANCE(S) OR EVENT(S): Mark Jones – the first 30 Concerts at the O2 Arena in London

INSURED PERSON: Mark Jones

PERIOD OF INSURANCE: From: 24th April 2009 beginning 4.00 pm } Greenwich
To: 19th January 2010 expiring 11.59 pm } Mean Time

INTEREST: This Insurance is to indemnify the Assured for their Ascertained Net Loss and Additional Costs as set out in Insurance Clauses 1.1, 1.2 and 3.1 of the attached Wording.

LIMIT OF INDEMNITY: USD 17,500,000

LOSS PAYEE: None

DEDUCTIBLE: Nil

See overleaf for any ADDITIONAL TERMS CONDITIONS LIMITATIONS AND EXCLUSIONS THAT APPLY

11/98/98



RISK DETAILS (SCHEDULE) – continued

CONDITIONS ADDITIONAL to the attached GC(NAC) (U.S.A. & Canada) NMA 2746 policy wording (as amended):

1. This Insurance is to respond only in the event the Assured fails to capture the minimum number of shows required to amortise their Specified Costs, Expenses and Commitments, subject to the following:
 - a) The Specified Costs, Expenses and Commitments are amortised against the Income from the first 30 show dates at the London O2 Arena. Based on Budget dated 26th March 2009 the Income from the 30 shows is estimated at USD 43,022,400 and this is amortised at USD 1,434,080 per show, and Insurers are off risk after the successful completion of 13 shows;
 - b) The Income from each of the 30 show dates automatically reduces the Sum Insured of USD 17,500,000;
 - c) For the purposes of this Insurance, Income means the total ticketing income, including secondary ticketing income, plus the merchandising income, less the AEG Live promoter profit.
 - d) The Assured makes every effort to reschedule lost shows, whether in 2009 or in January and February 2010;
 - e) For the purposes of this Insurance a show which is rescheduled, whether or not within the policy period, is deemed to be a captured show once the rescheduled show has been successfully performed;
 - f) No cover is provided for rescheduling costs and expenses or loss of profit.
2. In respect of Insured Person Mark Jones, cover hereunder is restricted to losses resulting from Accident only until such time as Insurers have seen and agreed the medical report from the medical taking place in London, and Insurers representative has attended the rehearsals taking place in London.
3. It is a condition of this Insurance that Mark Jones does not undertake any "meet and greets".
4. Insurance cover hereunder is subject to the following and in respect of these areas is excluded until Insurers have seen and agreed the information required:
 - a) Full details of the stage to be provided. Losses arising from the staging are excluded until satisfactory information is seen and agreed by Insurers.
 - b) In respect of Mark Jones, travel delay cover to the venue is excluded until such time as the location of the rented house and the journey details to and from the venue (time allowed for travel and number of vehicles involved) is seen and agreed by Insurers.
5. Excluding losses arising from the non-appearance of any individual dancers and/or backing vocalists.
6. It is a condition of this Insurance that full details of all promotional work that will be undertaken by Mark Jones is to be seen and agreed in advance by Insurers.
7. This Insurance does not cover any loss, expense or liability directly or indirectly arising out of attributable to or resulting from:
 - a) Severe Acute Respiratory Syndrome (S.A.R.S.) and/or Atypical Pneumonia
 - b) Avian flu and/or any directly or indirectly related conditionor the threat or fear thereof (whether actual or perceived).

If the Insurer(s) allege that by reason of this Exclusion any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be on the Assured.
8. The following Endorsement attachments apply to this Insurance:
 - a) Terrorism Exclusion Endorsement 24/10/2001.
 - b) Biological/Chemical Weapons Exclusion Endorsement 8/11/01.
 - c) Endorsement: U.S. Terrorism Risk Insurance Act of 2002 as amended – Not Purchased Clause LMA 5092.
 - d) California Insurance Mandatory Disclosure Notice (LSW 1147C) as attached is applicable
9. It is noted and agreed in respect of Peril 2.6 in the attached Wording, National Mourning, this Policy excludes losses resulting from National Mourning declared in respect of persons aged 65 and over.
10. For the purpose of Definition 3.2 of the attached Wording, Gross Revenue extends to include income.

11/98/98



RISK DETAILS (SCHEDULE) – continued

CONDITIONS ADDITIONAL to the attached GC(NAC) (U.S.A. & Canada) NMA 2746 policy wording (as amended):

11. General Condition 6.7 of the attached Wording amends to read as follows:
"The inception premium and any additional premium charged by this Insurance, including additional premiums charged following the rescheduling of cancelled shows and/or the reinstatement of the Limit of INDEMNITY, and any expense incurred in the formulation of a claim shall not be recoverable items in respect of a claim hereunder."
12. In respect of the Insured Person(s) on receipt of a satisfactory medical affidavit the Insurer(s) agree to delete Exclusion 7.3.4 of the attached Wording from the date of acceptance by the Insurer(s).
13. It is a condition of this Insurance that all Tour Schedule changes are notified to and accepted by the Insurer(s).
14. This Insurance extends to include the following Named Persons under the Named Person(s) Extension NMA 2845:
Dr T Tolme.
Additional Named Persons to be notified to and agreed by the Insurer(s)
15. It is further noted and agreed in respect of the Named Person(s) Extension, NMA 2845, losses arising from the following childhood diseases affecting children aged 16 years or under are excluded:
Mumps; Chicken Pox; Measles; German Measles; Whooping Cough; Scarlet Fever; Tonsillitis; Diphtheria.

Subject otherwise to the terms, Exclusions and Conditions of this Insurance.

11/96/90



RISK DETAILS (SCHEDULE) - continued

NOTICES:

1. The following pages are added to and are applicable to this Insurance
 - a) Regulation
 - b) Complaints Procedure
2. The attached Claims Notification Procedure applies in addition to Claims Conditions in the attached policy wording.

EXPRESS WARRANTIES:

In respect of Insured Person Mark Jones it is warranted that any show lost or rescheduled within a two week period of the death, accident or illness of any family member including but not limited to brothers, sisters and mother not named hereunder in the Named Persons Extension is not covered unless the Insured Person can prove beyond any reasonable doubt the lost show or rescheduling is not due to the death, accident or illness of any family member.

Otherwise as detailed in the attached policy wording.

Every Warranty to which this Insurance is or may be subject shall apply from the time it attaches and continue to apply during the Period of Insurance. The failure to comply with an Express Warranty may affect the validity of this Insurance.

CONDITIONS PRECEDENT:

Those stated in the attached policy wording and the following:

In the event that a Condition Precedent is not observed by the Assured it may affect the validity of this Insurance.

SUBJECTIVITIES:

Condition/Action that needs to occur	By whom	By when
None		

In the event that a subjectivity is not met it may affect the validity of this Insurance.

CHOICE OF LAW:

Californian Law

JURISDICTION:

As per Service of Suit General Condition 6.16

NAME AND ADDRESS FOR SERVICE OF SUIT:

Mendes and Mount
725 South Figueroa Street, Los Angeles, CA 90017, U.S.A

In respect of Homeland Insurance Company of New York and North American Capacity Insurance Company the attached Service of Suit Endorsement NAC-SOS-001 applies.

CLAIMS NOTIFICATION TO:

Robertson Taylor Insurance Brokers Ltd and then the Surplus Lines Broker

Preferred Loss Adjuster:
Hyperion Adjusters Limited with the agreement of Lead Underwriter.

TT/98/98



RISK DETAILS (SCHEDULE) – continued

PREMIUM: Rate: 2.50% Premium: USD 437,500.00
US TRIA: Applicable
Date of Original Notification/New Risk: 6th April 2009
Additional Premium in respect of US TRIA, if applicable: USD 1,750,000.00

PREMIUM PAYMENT WARRANTY: It is warranted the Inception Premium is paid to Insurers no later than by 7th June 2009. Should this Premium Payment Warranty be breached underwriters reserve the right to either lapse cover ab initio or to cancel from the date of the breach and charge a short period time on risk premium

OTHER DEDUCTIONS FROM PREMIUM: None

TAXES PAYABLE BY ASSURED AND ADMINISTERED BY INSURERS: None

RECORDING TRANSMITTING AND STORING INFORMATION: Where *RTIB* maintains risk and claim data / information / documents *RTIB* may hold data / information / documents electronically.

INSURER CONTRACT DOCUMENTATION: This document details the contract terms entered into by the Insurer(s) and constitutes the Contract document.

This Contract document comprises the Risk Details, Information, Broker Remuneration and Deductions and Security Details sections with the policy wording and the Notices and Endorsement attachments stated in the Risk Details section. It is issued to the Assured as the evidence of cover document within 30 days of the risk being bound.

This Contract is subject to United States of America State surplus lines requirements. It is the responsibility of the Surplus Lines Broker to affix a Surplus Lines Notice to the Contract document before it is provided to the Assured. In the event that a Surplus Lines Notice is not affixed to the Contract document the Assured should contact the Surplus Lines Broker.

11/98/98

A circular stamp containing a handwritten signature and the date "5/10".

INFORMATION

The following information was provided to the Insurer(s). Based on this information the Insurer(s) offered the terms applicable to this Contract.

As declared to and agreed by Insurers under the policy known Mark Jones.

11/98/98



BROKER REMUNERATION AND DEDUCTIONS

FEE PAYABLE BY ASSURED?: No.

The Assured will not be required to pay any fees or charges in addition to the premium required

BROKERAGE: 25%

For Insurers' information – RTTB will not be disclosing to the Assured the rate of brokerage paid but will be advising Assureds that this information will be provided on request.

OTHER DEDUCTIONS FROM PREMIUM: None

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**CONTINGENCY NON-APPEARANCE AND CANCELLATION POLICY
(AS AMENDED)**

The Marginal Notes are for guidance only. They do not form part of this Insurance, nor do they claim to be an exact description of its meaning.

1. INSURANCE CLAUSE

- | | | |
|--------------------------|---------|--|
| <i>Insuring Clause</i> | 1.1 | Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon this Insurance is to indemnify the Assured for their Ascertained Net Loss should any Insured Performance(s) or Event(s) specified in the Tour Schedule be necessarily Cancelled, Abandoned, Postponed or Interrupted |
| | | Provided that:- |
| | (1.1.1) | the necessary Cancellation, Abandonment, Postponement or Interruption is caused by a peril described in 2.1 to 2.7 below and |
| | (1.1.2) | such peril is beyond the control of: |
| | (i) | the Assured and |
| | (ii) | each and every Insured Person; |
| | (1.1.3) | the circumstance giving rise to the loss first occurs during the Period of Insurance stated in the Schedule. |
| <i>Additional Costs</i> | 1.2 | This Insurance also indemnifies the Assured for additional costs or charges reasonably and necessarily paid by the Assured to avoid or diminish a loss herein insured. |
| <i>Deductible</i> | 1.3 | This Insurance is subject to the deductible(s) stated in the Schedule which shall be borne by the Assured. |
| <i>Maximum Liability</i> | 1.4 | The Insurers' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Performance(s) or Event(s) nor the aggregate Limit of Indemnity stated in the Schedule. |

2. PERILS

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|---------------------------------|-----|--|
| <i>Death</i> | 2.1 | DEATH of any Insured Person. |
| <i>Accident Illness</i> | 2.2 | ACCIDENT to or ILLNESS of any Insured Person which, in the opinion of an independent medical practitioner approved by the Insurers, entirely prevents any Insured Person from appearing or continuing to appear in any or all of the Insured Performance(s) or Event(s). |
| <i>Unavoidable Travel Delay</i> | 2.3 | UNAVOIDABLE TRAVEL DELAY as a result of travel arrangements being irrevocably altered, resulting in the inability of any Insured Person to be at the arranged Venue for the Insured Performance(s) or Event(s), provided always that such travel arrangements shall have been made so as to provide adequate time for arrival prior to the Insured Performance(s) or Event(s). |
| <i>Venue Damage</i> | 2.4 | DAMAGE to or DESTRUCTION of the Venue at which the Insured Performance(s) or Event(s) is (are) to take place, which renders the Venue unavailable or unsuitable for the Insured Performance(s) or Event(s). |
| <i>Adverse Weather</i> | 2.5 | ADVERSE WEATHER in respect of outdoor performances where such weather
(a) makes the staging of the Insured Performance or Event impossible; or
(b) is deemed by either local authorities or event organisers to present a danger to those attending and/or performing if the Insured Performance or Event were to proceed. |
| <i>National Mourning</i> | 2.6 | NATIONAL MOURNING. |
| <i>Other Perils</i> | 2.7 | ANY OTHER PERIL not listed in section 2.1 to 2.6 and not specifically limited or excluded elsewhere in this Insurance. |

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3. DEFINITIONS

<i>Ascertained Net Loss</i>	3.1	<p>Ascertained Net Loss means such sums in excess of any deductible stated in the Schedule as represent:</p> <p>(3.1.1) that part of the Expenses which have been irrevocably expended in connection with the Insured Performance(s) or Event(s), less such part of the Gross Revenue received or receivable less any savings the Assured is able to effect to mitigate such loss and</p> <p>(3.1.2) the reduction in Profit (when Profit is insured and stated in the Schedule) which the Assured can satisfactorily prove would have been earned had the Insured Performance(s) or Event(s) taken place.</p>
<i>Gross Revenue</i>	3.2	Gross Revenue means all monies that would have been paid or payable to the Assured as guarantees in respect of the Insured Performance(s) or Event(s) had a loss not occurred.
<i>Expenses</i>	3.3	Expenses means the costs and charges which would have been incurred by the Assured in organising, running and providing services for the Insured Performance(s) or Event(s) had a loss not occurred.
<i>Profit (when Insured)</i>	3.4	Profit (when insured) means the amount by which Gross Revenue exceeds Expenses.
<i>Cancellation</i>	3.5	Cancellation or Cancelled means the inability to proceed at the Venue with any or all of the Insured Performance(s) or Event(s) prior to commencement.
<i>Abandonment</i>	3.6	Abandonment or Abandoned means the inability to complete any or all of the Insured Performance(s) or Event(s) once commenced.
<i>Postponement</i>	3.7	Postponement or Postponed means the unavoidable deferment of any or all of the Insured Performance(s) or Event(s) to another time.
<i>Interruption</i>	3.8	Interruption or Interrupted means the inability of the Assured to keep open the whole or any part of the Insured Performance(s) or Event(s) after opening, followed by the reopening thereof.
<i>Insured Person</i>	3.9	The Insured Person means only the individual(s) or groups named in the Schedule. Where a group is insured and the individuals are not named in the Schedule, the Insured Person(s) shall be only those individuals formally contracted as part of that group for the insured Performance(s) or Event(s).
<i>Definitions in the Schedule</i>	3.10	The terms ASSURED, INSURED EVENT, INSURED PERSON, PERIOD, LIMIT OF INDEMNITY and PREMIUM shall, subject to 3.9, have the meanings ascribed to them in the Schedule.
<i>Venue</i>	3.11	Venue means the place(s) stated in the Tour Schedule where the Insured Performance(s) or Event(s) is to be held.
<i>Tour Schedule</i>	3.12	Tour Schedule means the tour itinerary declared hereunder.
<i>National Mourning</i>	3.13	<p>National Mourning means any period of mourning declared by the Government or Monarchy of either</p> <p>(a) the country of which an Insured Person is a citizen; or</p> <p>(b) the country in which the Insured Performance or Event is due to take place.</p>

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4. CONDITIONS PRECEDENT

It is a condition precedent to the liability of the Insurers that the Assured has:

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|--|-----|--|
| <i>Truth of Statements</i> | 4.1 | truthfully declared all material facts likely to influence a reasonable Insurer in determining:

(4.1.1) whether or not to accept the risk or any subsequent amendment,
(4.1.2) the premium,
(4.1.3) the conditions, exclusions and limitations,

having reasonably made all necessary inquiries to establish those facts. |
| <i>Pre-existing Medical Conditions</i> | 4.2 | (4.2.1) established to their best knowledge and belief after making reasonable inquiry that no Insured Person has any physical, mental or medical condition or is undergoing any treatment, medical or otherwise, other than those advised to the Insurers and agreed by them in writing, and that each Insured Person is fit to fulfil the commitment insured herein.

(4.2.2) accepted that any such pre-existing condition in (4.2.1) agreed by the Insurers will only be covered hereunder if the Insured Person continues to follow any medical advice regarding the Insured Person's well-being during the period of this Insurance. |
| <i>Other Pre-existing Conditions</i> | 4.3 | no knowledge at inception, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance. |
| <i>Premium Payment</i> | 4.4 | paid the premium due in accordance with the written conditions of quotation. |
| <i>Materiality of Information</i> | 4.5 | declared that all information supplied to support the application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Assured agrees that all such information is material, such items form the basis of this Insurance and are incorporated herein. |
| <i>Obligation to Rearrange</i> | 4.6 | an obligation where possible to rearrange a Cancelled or Abandoned Insured Performance(s) or Event(s) to another time in order to avoid or diminish a loss. |

5. WARRANTIES

It is warranted that the Assured shall:

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| <i>Legal requirements</i> | 5.1 | observe and comply with the requirements of any law, ordinance, court or regulatory body relating to the Insured Performance(s) or Event(s); |
| <i>Necessary arrangements</i> | 5.2 | make all necessary arrangements for the successful fulfilment of the Insured Performance(s) or Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner; |
| <i>Contractual requirements and authorisations</i> | 5.3 | take reasonable steps to ensure that all necessary contractual arrangements have been made and, where possible, confirmed in writing with the Assured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Performance(s) or Event(s); |

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6. GENERAL CONDITIONS

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|---------------------------------------|------|--|
| <i>False or Fraudulent Acts</i> | 6.1 | Any fraud, misstatement or concealment in the information provided or in the making of a claim or otherwise howsoever, shall render all claims hereunder forfeit. |
| <i>Due Diligence Clause</i> | 6.2 | The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance. |
| <i>Definitions</i> | 6.3 | This Insurance and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance or Schedule shall bear such meaning wherever it may appear. |
| <i>Compliance with Terms</i> | 6.4 | The Assured shall observe and fulfil the terms and conditions contained herein or endorsed hereon. |
| <i>Permission for other Insurance</i> | 6.5 | It is understood and agreed that no other insurance shall be effected by the Assured to protect the interest insured hereunder without the prior written approval of the Insurers. In the event that such other insurance is effected, the Insurers reserve the right to amend the terms and conditions of this Insurance. |
| <i>Under-insurance</i> | 6.6 | The Assured shall maintain insurance adequate to cover the full value of a total loss of Expenses (and Profit if insured) for each Insured Performance or Event, without any allowance for recoveries, savings or waivers. Should the Assured fail to do so then the Insurers will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses (and Profit if insured) for the relevant Insured Performance or Event. |
| <i>Premium and Expenses</i> | 6.7 | The premium and any expense incurred in the formulation of a claim hereunder shall not be recoverable items. |
| <i>No Return of Premium</i> | 6.8 | The premium being prepaid and this Insurance non-cancellable there can be no return of premium unless otherwise stated in the Schedule. |
| <i>Maintenance of Records</i> | 6.9 | The Assured shall maintain adequate records in connection with the subject matter insured hereunder. |
| <i>Salvage and Recoveries</i> | 6.10 | All salvage, recoveries and payments due to the Assured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved. |
| <i>Subrogation</i> | 6.11 | The Insurers reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. In the event of any payment under this Insurance, the Insurers shall be subrogated to the extent of such payment to all the Assured's rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights. |
| <i>Condition for Legal Action</i> | 6.12 | No suit shall be brought upon this Insurance unless the Assured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs. |
| <i>Assignment</i> | 6.13 | This Insurance may not be assigned in whole or in part without the prior written consent of the Insurers. |

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6. GENERAL CONDITIONS – continued

Loss Payee 6.14 If the Loss Payee is other than the Assured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) detailed in the Schedule as Loss Payee(s). Payment of such losses by the Insurers to the Loss Payee(s) shall be a sufficient and complete discharge of all the Insurers' obligations to the Assured and Loss Payee(s) in connection with said loss(es).

Jurisdiction 6.15 This Insurance is governed by and construed in accordance with the laws stated in the Schedule, and the Courts of the country or state stated in the Schedule have exclusive jurisdiction to adjudicate any dispute.

Service of Suit 6.16 It is agreed that in the event of the failure of the Insurers hereon to pay any amount claimed to be due hereunder, the Insurers hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurers' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Insurers will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The said person or firm is authorized and directed to accept service on behalf of the Insurers in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that he will enter a general appearance upon the Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Insurers hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Insurance, and hereby designate the person or firm named in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

Effect of Non-Disclosure 6.17 Where the Assured consists of more than one entity, the non-disclosure or misrepresentation of material information by any one entity and/or the adverse activities of any one entity shall not affect the validity of this Insurance in respect of any of the other entities constituting the Assured hereunder. In this respect, all clauses pertaining to the truth of statements or materiality of information and the like are deleted and of no effect in respect of all other entities not party to the non-disclosure and/or the adverse activities.

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7. EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- | | | |
|---------------------------------|-----|--|
| <i>Death, Accident, Illness</i> | 7.1 | DEATH, ACCIDENT, ILLNESS of any individual person other than an Insured Person, save that this exclusion shall not apply to those persons insured hereunder by virtue of Peril 2.6 above; |
| <i>Non-appearance</i> | 7.2 | non-appearance at an Insured Performance or Event of any individual, other than an Insured Person; |
| <i>Personal Incapacity</i> | 7.3 | non-appearance at an Insured Performance or Event of any Insured Person due to: <ul style="list-style-type: none"> (7.3.1) air travel other than travel as a passenger by a regular airline or chartered or privately-owned aircraft, (7.3.2) any hazardous activity, feat or performance at the event. In addition to the foregoing, the following hazardous activities are excluded outside of the Insured Performance(s) or Event(s): <p style="margin-left: 40px;">Sky-diving or sky-surfing, parachuting, driving or riding in any kind of official and/or organised racing competition, rally or trial, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, bungee jumping, parasailing, canyoning, hang-gliding, and skin-diving involving the aid of breathing apparatus other than whilst accompanied by and under instructions from a qualified instructor,</p> (7.3.3) insufficient voice quality, unless directly due to illness or disease contracted or bodily injury occurring during the Period of Insurance, (7.3.4) any known pre-existing, physical, psychological or medical condition unless otherwise agreed in writing by the Insurers, (7.3.5) any pre-existing condition (7.3.4) agreed to by the Insurers if the Insured Person fails to follow medical advice, (7.3.6) pregnancy, child birth or pre-menstrual tension or any problems relating thereto, (7.3.7) any sexually transmissible diseases or their after effects, (7.3.8) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named, |
| <i>Duty of Care</i> | 7.4 | the Assured's or any Insured Person's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder; |
| <i>Drugs</i> | 7.5 | the illegal possession or illicit taking of drugs and their effects; |
| <i>Breach of Contract</i> | 7.6 | any contractual dispute or breach by the Assured or any Insured Person; |
| <i>Alterations or Variation</i> | 7.7 | alterations or variance of Insured Performance(s) or Event(s) without the prior approval of the Insurers; |

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7. EXCLUSIONS -continued

<i>Unavailability of Venues</i>	7.8	any work being carried out by builders or other contractors which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Assured at the inception of this Insurance or at the time of making the booking whichever is the later;
<i>Undeclared Expenses</i>	7.9	Expenses which have not been declared to and agreed by the Insurers;
<i>Reduced Attendance</i>	7.10	any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement or Interruption;
<i>Arrangements</i>	7.11	the Assured or any Insured Person failing to: <ul style="list-style-type: none"> (7.11.1) observe and comply with the requirements of any law, ordinance, court or regulatory body relating to the Insured Performance or Event, (7.11.2) make all necessary arrangements for the successful fulfilment of the Insured Performance(s) or Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and /or rehearsal time) in a prudent and timely manner, (7.11.3) take reasonable steps to ensure that all necessary contractual arrangements were made and, where possible, confirmed in writing with the Assured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences permits, visas, copyright and patents) be obtained in a timely manner and valid for the period of the Insured Performance(s) or Event(s),
<i>Fraud</i>	7.12	any fraud, misrepresentation or concealment by the Assured or any Insured Person,
<i>War Actual or Threatened</i>	7.13	actual or threatened war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority,
<i>Civil Commotion</i>	7.14	civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order,
<i>Customs Seizure</i>	7.15	seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation,
<i>National Service</i>	7.16	the operation of any statute or law providing for compulsory national service,
<i>Government or Civil Intervention</i>	7.17	any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Performance(s) or Event(s) is to be held which is the subject of this Insurance,
<i>Radioactive Contamination</i>	7.18	<ul style="list-style-type: none"> (7.18.1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel, (7.18.2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

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7. EXCLUSIONS -continued

<i>Seepage and/or Pollution and/or Contamination</i>	7.19		seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss hereunder;
<i>Financial Causes</i>	7.20	(7.20.1)	withdrawal, insufficiency or lack of finance howsoever caused,
		(7.20.2)	the financial failure of any venture,
		(7.20.3)	lack of or inadequate receipts, sales or profits of any venture,
		(7.20.4)	variations in the rate of exchange, rate of interest or stability of any currency,
		(7.20.5)	financial default, insolvency, or failure to pay of any person, corporation or entity,
			all ((7.20.1) to (7.20.5)) whether a party to this Insurance or otherwise.
<i>Lack of Support</i>	7.21	(7.21.1)	lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
		(7.21.2)	lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Performance or Event.
<i>Other Insurance</i>	7.22		any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

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8. CLAIMS PROCEDURE

It is a condition precedent to the liability of the Insurers that in the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

- 8.1 (8.1.1) as a matter of urgency give notice by the most expeditious means of the happening of any circumstance, to the name(s) designated in the Schedule;
- (8.1.2) confirm the facts in writing as soon as possible, with as much information as available;
- (8.1.3) make no admission of liability without the prior written consent of the Insurers;
- (8.1.4) take all steps to minimise or avoid any loss hereunder;
- (8.1.5) provide the Insurers or their appointed representatives with:
- (i) all necessary assistance in a timely manner,
 - (ii) all information required,
 - (iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
- (8.1.6) prove the loss to the satisfaction of the Insurers;
- (8.1.7) forward immediately to the Insurers or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.
- 8.2 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Insurers at such reasonable time and place as may be designated by the Insurers or their representatives.
- So far as is in their power the Assured shall cause their employees and all other persons interested in the Insured Performance(s) or Event(s), to comply with the foregoing.
- No such examination under oath or examination of books or documents, nor any other act of the Insurers or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Insurers might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Insurers' liability.
- 8.3 as soon as is practicable render a signed and sworn proof of loss to the Insurers or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance;
- 8.4 allow the Insurers the right, if they so wish, to:
- (8.4.1) take such steps as they deem necessary to prevent, mitigate or minimise a loss,
 - (8.4.2) take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance,
 - (8.4.3) pursue all rights or remedies available to the Assured whether or not payment has been made hereunder,
 - (8.4.4) require independent medical examination of any Insured Person who gives rise to a claim hereunder.

9. CLAIMS PAYMENTS

- 9.1 Insurers agree to make interim payments to the Assured following submission of a claim. The first interim payment will be included within the preliminary report from loss adjusters where liability has been agreed.

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NAMED PERSONS EXTENSION

Exclusion 7.1 is amended to read as follows:

7.1 DEATH, ACCIDENT, ILLNESS of any individual person other than an Insured Person, unless the non-appearance of the Insured Person is the sole and direct result of the sudden and unforeseen

1. death of
2. life threatening accident to
3. Manifestation of life threatening illness in

any of the Named Person(s) specified below. Such Named Person(s) will be subject otherwise to the terms, conditions and exclusions of this Insurance as if they were an Insured Person.

However, no loss shall be payable hereunder consequent upon death, accident or illness arising from, traceable to or accelerated by any condition for which the Named Person(s) has received or been recommended medical attention.

Named Person(s):

Dr T Tohme

Additional Named Persons to be notified to and agreed by the Insurers

NMA 2845 (amendment to Exclusion 7.1 of NMA 2746)

06/06/11



TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of terrorism means an unlawful act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived).

If the Insurers allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

24/10/2001
(Contingency)

BIOLOGICAL/CHEMICAL WEAPONS EXCLUSION ENDORSEMENT

This Insurance does not cover loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material, device or weapon.

8/11/01
(Contingency)

11/98/90



U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED – NOT PURCHASED CLAUSE LMA5092

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

06/05/11



SERVICE OF SUIT ENDORSEMENT

It is understood and agreed that in the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the Named Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States of America. The foregoing shall not constitute a waiver of the right of the Company to remove, remand, or transfer such suit to any other court of competent jurisdiction in accordance with the applicable statutes of the state of United States pertinent hereto. In any suit instituted against them upon this contract, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commission, or Director of Insurance or other person specified for that purpose in the statute or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this contract of insurance.

The Company hereby designates the President of the Insurer(s) as the person to who the said Superintendent, Commissioner, or Director of Insurance is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this contract of insurance arises.

All other terms and conditions of this policy remain unchanged.

NAC-SOS-001

06/06/11



REGULATION

The Insurance Broker and The Financial Services Authority

Robertson Taylor Insurance Brokers Limited of 33 Harbour Exchange Square, London, E14 9GG is authorised and regulated by the Financial Services Authority (FSA) in London (FSA register no. 312307) to arrange and advise on general insurance contracts. Robertson Taylor Insurance Brokers Limited is also a fully accredited Lloyd's broker. For confirmation of our regulatory status please visit the FSA's website www.fsa.gov.uk or contact the FSA on 0845 606 1234

Robertson Taylor Insurance Brokers Limited is a wholly owned subsidiary company of Oxygen (Holdings) Plc, registered office 117 Fenchurch Street, London, EC3M 5DY. Oxygen (Holdings) Plc is registered in England, No. 5167938.

The US Surplus Lines Broker

Robertson Taylor (California) Inc of 15260 Ventura Boulevard, Suite 2230, Sherman Oaks, California 91403, USA are a licensed Excess Surplus lines Broker (License no: OB72759).

You can check this list by visiting www.sla-cal.org or by contacting the California Department of Insurance on 1-800-927-4357.

The Insurers and/or Managing Agents and The Financial Services Authority

The Society of Lloyd's of One Lime Street, London EC3M 7HA;

Cathedral Underwriting Limited of 5th floor, Fitzwilliam House, 10 St. Mary Axe, London EC3A 8EN (FSA register No. 204913);

Talbot Underwriting Limited of Gracechurch House, 55 Gracechurch Street, London EC3V 0JP (FSA register no: 204890);

are authorised and regulated by the Financial Services Authority (the FSA).

Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA at:

The Financial Services Authority, 25 The North Colonnade London E14 5HS

Telephone: 0845 606 1234 for international calls: 0044 20 7066 1000

Email: consumer.help@fsa.gov.uk

The US Insurer

North American Capacity Insurance Company of 650 Elm Street, Manchester, New Hampshire 03101, USA (NAIC registered no: 25038) is a registered Surplus Lines insurer in the State of California. It is a subsidiary company of Swiss Re, a company registered in Switzerland.

The US Insurer

Homeland Insurance Company of New York (NAIC registered no: 34452) is owned by OneBeacon Insurance Group Ltd of One Beacon Lane, Canton, MA 02021-1030. OneBeacon Insurance Group Ltd is a company within the White Mountain Group which is registered in Bermuda. Homeland Insurance Company of New York is a registered Surplus Lines insurer in the State of California.

Surplus Line Insurers

This Insurance has been issued by insurers that are not licensed by the State of California. These companies are called "Nonadmitted" or "Surplus Line" insurers. Such insurers are not subject to the financial solvency regulation and enforcement which applies to California licensed insurers and they do not participate in any of the guarantee funds created by California Law. Therefore, these funds will not pay your claims or protect your assets if the Insurers of this insurance become insolvent.

California maintains a list of eligible Surplus Line insurers approved by the Insurance Commissioner. You can see this list by visiting www.sla-cal.org or by contacting the California Department of Insurance on 1-800-927-4357.

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REGULATION

The US Agent and the US Insurer

Entertainment Brokers International Insurance Services ("EBI") is a licensed Broker in the State of California (License no: 0773887). You can see their details on the list of Licensed Brokers and/or Agents by visiting www.insurance.ca.gov or by contacting the California Department of Insurance on 1-800-927-4357. When administering business under this contract EBI are acting as Agent for the US Insurer North American Capacity Insurance Company of 650 Elm Street, Manchester, New Hampshire, USA. EBI is owned by OneBeacon Insurance Group Ltd of One Beacon Lane, Canton, MA 02021-1030. OneBeacon Insurance Group Ltd is a company within the White Mountain Group which is registered in Bermuda.

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COMPLAINTS PROCEDURE

Robertson Taylor and the Insurers are committed to providing an efficient and professional service to Clients at all times, however we do realise that occasionally things can go wrong. All complaints are taken seriously and we aim to resolve any issues you may have promptly and fairly.

The Parties are free to choose the law applicable to this Insurance contract. Unless specifically agreed to the contrary this Insurance shall be subject to the law and jurisdiction stated in the Schedule.

Complaints, either written or telephoned (whichever you prefer), should be addressed in the first instance to Robertson Taylor Insurance Brokers Limited and the matter will immediately be brought to the attention of a director who will deal with the complaint accordingly, acknowledging within 5 business days the receipt of your complaint, the name of the director dealing with the complaint and when you can expect to receive a response. The response will be within 20 business days.

If the complaint is sufficiently complicated to warrant longer investigation Robertson Taylor will advise you accordingly, informing you of the reasons why the complaint has been unable to be resolved and when you can expect a final response.

If this Insurance Contract is insured by or on behalf of Lloyd's

If you are not satisfied with the way a complaint has been dealt with and it concerns the decision of certain Underwriters at Lloyd's and you are an individual or a business with a group turnover of less than GBP1million, a charity with an annual income of less than GBP1 million or a Trustee of a trust with a net asset value of less than GBP1million you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. The address is:

Complaints Department,
Lloyd's,
One Lime Street,
London.
EC3M 7HA

Telephone: 020 7327 5693
for international calls +44 (0) 20 7327 5693

If you are a business, a charity or a Trustee of a trust which does not meet the above criteria you may contact the manager of the office of the Insurer that provides the insurance cover who will inform you of their Complaints Procedure.

Insurance Contracts insured by or on behalf of Insurance Companies

In the case of a complaint concerning the decision of an insurance company you may contact the manager of the branch office that provides the insurance cover who will inform you of their Complaints Procedure.

In the case of either certain Underwriters at Lloyd's and/ or Insurance Companies Robertson Taylor will on request provide you with the necessary contact details.

The Financial Ombudsman Service

If, after following the above procedures, your complaint has not been resolved to your satisfaction and you are an individual or a business with a group turnover of less than GBP1million, a charity with an annual income of less than GBP1 million or a Trustee of a trust with a net asset value of less than GBP1million you have the right to refer the matter to the Financial Ombudsman Service, at the following address:

Financial Ombudsman Service,
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 0801 800
for international calls +44 (0) 20 7964 1000

The Financial Ombudsman Service will only consider a complaint if you are an eligible complainant and if

- the Insurer and/or Lloyd's Complaints Department have been given the opportunity to resolve it and
- the Insurer and/or Lloyd's Complaints Department have sent you a final response letter and
- you have referred your complaint to the Financial Ombudsman Service within 6 months of the Insurer's and/or Lloyd's Complaints Department's final response letter or if they have not responded to your complaint with a decision within 40 days

Complaints against Robertson Taylor Insurance Brokers Limited

If your complaint concerns the way Robertson Taylor have handled a particular insurance and you cannot settle your complaint with us and you are an eligible complainant you may refer it to the Financial Ombudsman Service at the above address.

Whilst the Insurers and Robertson Taylor will be bound by the decision of the Financial Ombudsman Service you are not. Following this complaints procedure will not affect your right to take legal action.

Please always quote your Unique Market Reference as it will help to deal with your complaint promptly.



CLAIMS NOTIFICATION PROCEDURE

CONTINGENCY

In the event of any happening likely to give rise to a claim immediate notice must be given to

1. Robertson Taylor's Claims Manager, or in his absence, your usual Account Handler on:

Telephone: 020 7510 1234 or for International calls: +44 (0) 20 7510 1234

2. and then the Surplus Lines Broker stated on the Regulation Page

If the loss occurs outside normal business hours or at the weekend then notice can be given to Robertson Taylor Insurance Brokers Ltd emergency claims line, 07770 273 368.

In both instances professional advice will be given as to the initial steps necessary to pursue the claim and referred on if necessary.

As with any Insurance, the onus rests with you, the Insured, to prove the loss in the event of a claim; and in this regard the following bullet points should be specifically noted; although this is not an exhaustive list and is for guidance only:-

- for losses arising as a result of illness/injury claims a doctor's report, containing his/her diagnosis and prognosis, recommending the cancellation should be secured
- for losses arising as a result of adverse weather timed photographs or video recordings should be taken and meteorological reports obtained
- if the show is cancelled by local and/or police authorities then confirmation must be obtained in writing from the authority concerned.

All insurance coverages require that you seek to reduce and mitigate your loss. It is therefore recommended that you should behave as if uninsured and review all options which may reduce the loss including possible rescheduling of the event.

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SECURITY DETAILS

INSURER'S LIABILITY:

Insurer's liability several not joint

The liability of a insurer under this contract is several and not joint with other insurers party to this contract. A insurer is liable only for the proportion of liability it has underwritten. A insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is a insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 21/6/07

ORDER HEREON: 100% of 100%

BASIS OF WRITTEN LINES: Percentage of Whole

SIGNING PROVISIONS:

In the event that the written lines hereon exceed 100% of the order, any lines written "to stand" will be allocated in full and all other lines will be signed down in equal proportions so that the aggregate signed lines are equal to 100% of the order without further agreement of any of the insurers. However:

- a) in the event that the placement of the order is not completed by the commencement date of the Period of Insurance then all lines written by that date will be signed in full;
- b) the signed lines resulting from the application of the above provisions can be varied, before or after the commencement date of the Period of Insurance, by the documented agreement of the insured and all insurers whose lines are to be varied. The variation to the contracts will take effect only when all such insurers have agreed, with the resulting variation in signed lines commencing from the date set out in that agreement.

TT/5B/9B




SECURITY DETAILS - continued


Lloyd's Insurers only

Signed Line %

Written Lines

50% Cathedral ^{6/5/09}  MMX
2010

C	0	9	A	7	4	7	0	A	0	0	1
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25% Talbot ^{7/5/09}  TAL
1183

A	D	R	0	8	8	4	4	4	A	0	9
---	---	---	---	---	---	---	---	---	---	---	---

 CLK

06/06/11

End of Lloyd's participations: Yes

SECURITY DETAILS - continued

Bureau Company Insurers only

Signed Line %

Written Lines

D

C

11/98/98

End of LIRMA participations: Yes

SECURITY DETAILS - continued

Non - Bureau Company Insurers only

Signed Line %

Written Lines

06/06/11

End of Non Bureau participations: Yes

D2 - NOTICE

1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED "NONADMITTED" OR "SURPLUS LINE" INSURERS.
2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.
3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.
4. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE:
www.insurance.ca.gov
5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR "SURPLUS LINE" BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE, AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 1-800-927-4357.
6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.

SUBSCRIPTION AGREEMENT

SLIP LEADER: Lloyd's Syndicate MMX 2010

BASIS OF AGREEMENT TO CONTRACT CHANGES: All Contract Changes to be agreed by all Insurers.

Unless specified to the contrary Contract Changes includes, but is not limited to, endorsements, alterations, amendments, deletions and special acceptances.

BASIS OF CLAIMS AGREEMENT: Lloyd's Insurers – Claims to be managed in accordance with the Lloyd's 2006 Claims Scheme

Bureau Company Insurers – Claims to be managed in accordance IUA Claims Agreement Practices

Non Bureau Insurers – Claims to be managed in accordance with the Insurers' Claims Procedure – each insurer to agree claims each for their own proportion only

CLAIMS AGREEMENT PARTIES: Claims to be agreed by the Slip Leader and Xchanging Claims Services and non-bureau insurers

CLAIMS ADMINISTRATION: RTTB to notify the Insurers of claims advices from the Assured. RTTB to appoint the Loss Adjuster(s) nominated by the Slip Leader or such other representative appointed by the Slip Leader. Where appropriate all Insurers to use their respective market CLASS system for claims agreement. The Insurers agree that if considered appropriate by RTTB any claims hereunder (including claims related costs/fees) may be notified and administered via the Electronic Claims File ("ECF"). RTTB to use e-mail and /or direct broking to distribute claim file information unless a claim is notified using ECF.

Preferred Loss Adjuster as stated by the Insurers under Risk Details Section, Notification of Loss Sub-heading

RULES AND EXTENT OF ANY OTHER DELEGATED CLAIMS AUTHORITY: None, unless otherwise specified here by any of the Agreement Parties stated above

EXPERT(S) FEES COLLECTION: RTTB to collect fees

SETTLEMENT DUE DATE: 7th June 2009

BUREAUX ARRANGEMENTS: RTTB may present de-linked accounts to Xchanging Ins-sure Services

If the Premium Payment Warranty date is on a weekend or a bank holiday, the Insurers agree that the Premium Payment Warranty date will be the next working day.

This Contract may be submitted to Xchanging Ins-sure Services as agreed by the Insurers for processing directly or via the direct load facility with the Xchanging Market Repository.

For Bureau Company Insurers Xchanging Ins-sure Services are to pass this Contract to the Policy Department to remove it from the Unsigned Policy Report.

NON-BUREAUX ARRANGEMENTS: (For Non-Bureau Insurers) RTTB to issue closings to each Insurer and (either) send a cheque (or) settle on receipt of Insurer's Statement of Account on receipt of premium from Assured.

86/98/98



06/06/11

11/98/98

Exhibit "B"

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

1052009085414

CERTIFICATE OF DEATH

1. NAME OF DECEASED (Last, First, Middle Initial) MICHAEL		2. MARRIAGE JOSEPH		3. LAST NAME JACKSON	
4. DATE OF BIRTH 08/20/1958		5. AGE AT DEATH 50		6. SEX M	
7. HIGHEST GRADE OF EDUCATION HS GRADUATE		8. MARRIAGE STATUS DIVORCED		9. DATE OF MARRIAGE 08/25/2009	
10. OCCUPATION MUSICIAN		11. INDUSTRY ENTERTAINMENT		12. YEARS IN OCCUPATION 45	
13. RACE BLACK		14. COUNTY OF BIRTH LOS ANGELES		15. CITY OF BIRTH ENCINO	
16. STATE OF BIRTH CA		17. YEARS IN CALIFORNIA 35		18. STATE OF RESIDENCE CA	
19. NAME OF NEXT OF KIN LATOYA JACKSON, SISTER		20. ADDRESS ENCINO		21. CITY ENCINO	
22. NAME OF DECEASED (Last, First, Middle Initial) JOSEPH		23. MARRIAGE WALTER		24. LAST NAME JACKSON	
25. DATE OF BIRTH 07/07/2000		26. AGE AT DEATH FO DO4		27. SEX M	
28. OCCUPATION FOREST LAWN MEMR PRKS & MYST		29. INDUSTRY FO DO4		30. YEARS IN OCCUPATION 07/07/2000	
31. NAME OF HOSPITAL RONALD REAGAN UCLA MEDICAL CENTER		32. ADDRESS LOS ANGELES		33. CITY LOS ANGELES	
34. STATE OF BIRTH CA		35. YEARS IN CALIFORNIA 35		36. STATE OF RESIDENCE CA	
37. CAUSE OF DEATH DEFERRED		38. ICD-10 CODE 2009-04A15		39. ICD-9 CODE 041	
40. ICD-10 CODE 041		41. ICD-9 CODE 041		42. ICD-10 CODE 041	
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262. ICD-10 CODE 041		263. ICD-9 CODE 041		264. ICD-10 CODE 041	
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268. ICD-10 CODE 041		269. ICD-9 CODE 041		270. ICD-10 CODE 041	
271. ICD-9 CODE 041		272. ICD-10 CODE 041		273. ICD-9 CODE 041	
274. ICD-10 CODE 041		275. ICD-9 CODE 041		276. ICD-10 CODE 041	
277. ICD-9 CODE 041		278. ICD-10 CODE 041		279. ICD-9 CODE 041	
280. ICD-10 CODE 041		281. ICD-9 CODE 041		282. ICD-10 CODE 041	
283. ICD-9 CODE 041		284. ICD-10 CODE 041		285. ICD-9 CODE 041	
286. ICD-10 CODE 041		287. ICD-9 CODE 041		288. ICD-10 CODE 041	
289. ICD-9 CODE 041		290. ICD-10 CODE 041		291. ICD-9 CODE 041	
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295. ICD-9 CODE 041		296. ICD-10 CODE 041		297. ICD-9 CODE 041	
298. ICD-10 CODE 041		299. ICD-9 CODE 041		300. ICD-10 CODE 041	
301. ICD-9 CODE 041		302. ICD-10 CODE 041		303. ICD-9 CODE 041	
304. ICD-10 CODE 041		305. ICD-9 CODE 041		306. ICD-10 CODE 041	
307. ICD-9 CODE 041		308. ICD-10 CODE 041		309. ICD-9 CODE 041	
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316. ICD-10 CODE 041		317. ICD-9 CODE 041		318. ICD-10 CODE 041	
319. ICD-9 CODE 041		320. ICD-10 CODE 041		321. ICD-9 CODE 041	
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328. ICD-10 CODE 041		329. ICD-9 CODE 041		330. ICD-10 CODE 041	
331. ICD-9 CODE 041		332. ICD-10 CODE 041		333. ICD-9 CODE 041	
334. ICD-10 CODE 041		335. ICD-9 CODE 041		336. ICD-10 CODE 041	
337. ICD-9 CODE 041		338. ICD-10 CODE 041		339. ICD-9 CODE 041	
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349. ICD-9 CODE 041		350. ICD-10 CODE 041		351. ICD-9 CODE 041	
352. ICD-10 CODE 041		353. ICD-9 CODE 041		354. ICD-10 CODE 041	
355. ICD-9 CODE 041		356. ICD-10 CODE 041		357. ICD-9 CODE 041	
358. ICD-10 CODE 041		359. ICD-9 CODE 041		360. ICD-10 CODE 041	
361. ICD-9 CODE 041		362. ICD-10 CODE 041		363. ICD-9 CODE 041	
364. ICD-10 CODE 041		365. ICD-9 CODE 041		366. ICD-10 CODE 041	
367. ICD-9 CODE 041		368. ICD-10 CODE 041		369. ICD-9 CODE 041	
370. ICD-10 CODE 041		371. ICD-9 CODE 041		372. ICD-10 CODE 041	
373. ICD-9 CODE 041		374. ICD-10 CODE 041		375. ICD-9 CODE 041	
376. ICD-10 CODE 041		377. ICD-9 CODE 041		378. ICD-10 CODE 041	
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388. ICD-10 CODE 041		389. ICD-9 CODE 041		390. ICD-10 CODE 041	
391. ICD-9 CODE 041		392. ICD-10 CODE 041		393. ICD-9 CODE 041	
394. ICD-10 CODE 041		395. ICD-9 CODE 041		396. ICD-10 CODE 041	
397. ICD-9 CODE 041		398. ICD-10 CODE 041		399. ICD-9 CODE 041	
400. ICD-10 CODE 041		401. ICD-9 CODE 041		402. ICD-10 CODE 041	
403. ICD-9 CODE 041		404. ICD-10 CODE 041		405. ICD-9 CODE 041	
406. ICD-10 CODE 041		407. ICD-9 CODE 041		408. ICD-10 CODE 041	
409. ICD-9 CODE 041		410. ICD			

11/90/90

11/98/98

Exhibit "C"

**CONFIDENTIAL
CONTENT
ENCLOSED**

**PLEASE REFER
TO ORIGINAL
DOCUMENT**

CONFIDENTIAL
84/29/11
2025/11/11

Ex 1

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name): Paul K. Schrieffer (Bar # 151358)
 Reid L. Denham (Bar # 132498)
 P.K. Schrieffer LLP
 100 N. Barranca Street, Suite 1100, West Covina, CA 91791
 TELEPHONE NO.: (626) 373-2444 FAX NO.: (626) 974-8403
 ATTORNEY FOR (Name): Certain Underwriters at Lloyd's of London, Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
 STREET ADDRESS: 111 N. Hill Street
 MAILING ADDRESS: Same As Above
 CITY AND ZIP CODE: Los Angeles 90012
 BRANCH NAME: Central District

CASE NAME: Certain Underwriters at Lloyd's of London v. AEG Live LLC, et al.

FOR COURT USE ONLY
FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES
 JUN 06 2011
 John A. Clarke, Executive Officer/Clerk
 BY Shaunya Wesley, Deputy

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000)
 Limited (Amount demanded is \$25,000 or less)

Complex Case Designation
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **BC 462973**
 JUDGE:
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|---|---|--|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46) <p>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PI/PD/WD (23) <p>Non-PI/PD/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35) <p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37) <p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26) <p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38) <p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20) <p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input checked="" type="checkbox"/> Other complaint (not specified above) (42) <p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|---|--|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **THREE (3)**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 3, 2011
 Paul K. Schrieffer
 (TYPE OR PRINT NAME)

[Signature]
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

56/50/11

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>)	Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>)	Construction Defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41)
Product Liability (<i>not asbestos or toxic/environmental</i>) (24)	Collection Case—Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (<i>not provisionally complex</i>) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (<i>non-domestic relations</i>)
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (<i>not unpaid taxes</i>)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PI/PD/WD (Other) Tort	Wrongful Eviction (33)	Other Complaint (<i>not specified above</i>) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08)	Writ of Possession of Real Property	Injunctive Relief Only (<i>non-harassment</i>)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (<i>non-tort/non-complex</i>)
Intellectual Property (19)	Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>)	Other Civil Complaint (<i>non-tort/non-complex</i>)
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (<i>not medical or legal</i>)	Residential (32)	Other Petition (<i>not specified above</i>) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>)	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

ORIGINAL

SHORT TITLE Certain Underwriters at Lloyd's of London v. AEG Live LLC, et al.	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

LIBY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 7-10 HOURS/ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|--|
| <ul style="list-style-type: none"> 1. Class Actions must be filed in the County Courthouse, Central District. 2. May be filed in Central (Other county, or no Bodily Injury/Property Damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ul style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office. |
|---|--|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/
Wrongful Death Tort (Cont'd.)

Employment

Contract

Real Property

Judicial Review Unlawful Detainer

SHORT TITLE: Certain Underwriters at Lloyd's of London v. AEG Live LLC, et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

SHORT TITLE:

CASE NUMBER

Certain Underwriters at Lloyd's of London v. AEG Live LLC, et al.

Judicial Review (Cont'd.)

Provisionally Complex
LitigationEnforcement
of JudgmentMiscellaneous Civil
ComplaintsMiscellaneous Civil Petitions
11/98/98

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input checked="" type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Certain Underwriters at Lloyd's of London v. AEG Live LLC, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 100 N. Barranca Street, Suite 1100
CITY: West Covina	STATE: CA	ZIP CODE: 91791

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: 06/06/11


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

06/06/11