

Julien's Auctions, LLC Auction Consignment Agreement

Name of Consignor:
MJJ Productions

1. **THE PROPERTY.** Under the terms of this Agreement, you agree to consign your property (the "Property") to us for sale. The Property is described: (A.) in the box below; (B.) on a separate exhibit attached hereto and made a part hereof by reference, or (C.) on a Consignment Receipt (the "Receipt") if indicated below:

Consigned Property:
All movable and removable personal property located at Neverland Ranch that we take possession of and any other property that you might choose to deliver to us

You agree to be bound by the conditions of sale ("Conditions of Sale") as published on our web site on which the Property is offered at the time the Property is offered for sale, which is subject to change from time to time without notice. The terms "we", "us", "ours" and "our" mean Julien's Auctions, LLC and "you" and "your" mean the individual, corporation or other entity listed on the signature page herein.

2. **THE AUCTION.** In connection with the sale of your Property, we have sole discretion as to (A.) consulting any expert with regard to the Property, (B.) researching the provenance of the Property, (C.) placing the Property into lots, selecting the appropriate category, sale date and theme sale (if applicable) and providing descriptions, (D.) the dates and duration of the auctions, and (E.) the manner of condition of the sale. We reserve the right to terminate an auction for any item of Property prior to the final bid on the Property for any reason, including but not limited to bidding irregularities, and Property authenticity. If we do terminate an auction, we may re-offer the Property at a later date or withdraw the Property under the terms of this Agreement.

3. **BIDDING IRREGULARITIES.** You agree not to bid on the Property, nor will you instruct, authorize or permit any person to bid on the Property on your behalf or otherwise take any action that may manipulate the auction process in any way.

4. **COMMISSION.** You agree to pay us a selling commission on each lot of Property sold as per the following scale of overall value of the sale based upon the hammer price:

\$0 - \$500,000 : 20%
\$500,001 - \$1,000,000: 15%
\$1,000,001 and Higher: 10%

You agree that we may assess a buyer's fee or premium on any lot sold (the "Buyers Premium") which is payable by the buyer and is our sole property and not part of the sale proceeds to you. We reserve the right to pay to a third party introducing property or clients to us a fee out of our selling commission.

5. **YOUR EXPENSES.** Any packing, shipping and customs duties to our premises shall be covered by Julien's Auctions. If any lots are withdrawn or the sale is cancelled, you shall reimburse Julien's Auctions for all expenses reasonably and customarily incurred including but not limited to; insurance, shipping, packing, storage, transportation, marketing, consultants, legal, etc... * This does not apply for the large fair/ride equipment. Julien's will facilitate this but not be responsible for the costs to take down or remove.

6. **SETTLEMENT.** We will mail your sale proceeds (not including Buyer's Premium, sales, use, GST, VAT or other transactional taxes or duties, insurance) received from the successful bidder to you, less our selling commission, within thirty (30) days of our receipt of the sale proceeds. Julien's Auctions, LLC processes all payments from successful bidders and follows routine procedures in collection of the sale proceeds. Please note that we have no obligation to enforce payment by any purchaser, or any liability for any failure by any purchaser to make payment. In the event of a failure of a buyer to pay the sale proceeds, you hold us harmless from liability of collection of the sale proceeds from the successful bidder. If we do not receive payment from the successful bidder and the Property is still in our possession, we may in our sole discretion cancel the sale and (A.) re-offer the Property or (B.) return the Property to you under the terms of this Agreement.

7. **RESERVES.** Each lot of your Property will be offered for sale subject to a minimum selling price (the "Reserve") in the amount of seventy percent (70%) of the low pre-sale estimate (which has been established by us in our reasonable discretion after consultation with you or your representatives) unless a different Reserve is set forth below or on the Consignment Receipt:

Reserve Price:

No Reserve Unless Otherwise Noted Prior to Receipt by Julien's Auctions

See Attached Consignment Receipt:

You agree that the starting bid or minimum bid on a lot may be equal to the final selling amount. No minimum selling amount will exceed its low pre-sale estimate.

8. **YOUR REPRESENTATIONS AND WARRANTIES.** You represent and warrant to us and each purchaser (A.) that you have the right to consign the Property for sale; (B.) that it is

now and will be kept free from all liens, encumbrances and claims; (C.) that good, free and clear title shall pass to the purchaser of the Property; (D.) that you have provided us with any information you have on the provenance of the Property; (E.) that you have no reason to believe the Property is not authentic or is counterfeit; (F.) that the Property is what you claim it to be; (G.) that where applicable, the Property has entered the United States lawfully, that all duties and taxes have been paid and that all required export procedures were properly complied with; (H.) that there are no restrictions on our right to reproduce still or moving images of it in all media now known or hereafter devised in perpetuity. After the auction, Julien's Auctions will assign all image rights to Michael Jackson of the photographs that were taken by our company photographers to assemble the catalog and Julien's Auctions shall not disseminate such images thereafter or make any further use of such images other than for promotional purposes as Julien's Auctions has historically done as it relates to its other auctions. We cannot supply rights to images that were taken by photographers outside of our company.

9. **INDEMNIFICATION.** You agree to indemnify and hold us and each purchaser harmless from any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorneys fees) relating to the breach or alleged breach of any of your representations, agreements or warranties in this Agreement. The representations, warranties and indemnities shall survive completion of the transactions contemplated by this Agreement.

10. **WITHDRAWAL.** You may not withdraw your Property from sale after the date upon which you sign this Agreement or Consignment Receipt, whichever is earlier. In our sole discretion, we may withdraw any lot of Property either posted on the internet or advertised for sale if (A.) there is doubt as to the authenticity of the Property; (B.) there is doubt as to the accuracy of any of your representations or warranties, including but not limited to those made in this Agreement, or (C.) you have breached any provision of this Agreement.

11. **RESCISSION OF SALE.** You authorize us to rescind the sale of any Property (A.) in accordance with the Conditions of Sale; (B.) if we learn that the Property is inaccurately described; (C.) under the terms of this Agreement; (D.) if we learn that the Property is counterfeit (a modern forgery intended to deceive) or (E.) if we determine in our sole discretion that the offering for sale of any lot of Property has subjected or may subject us and/or you to any liability.

If we receive a notice of intention to rescind from the purchaser and we determine that the Property is subject to rescission under this Agreement or the Conditions of Sale, we will credit the purchaser with the purchase price and offset the amount refunded and our expenses against any amounts due to you. You will return to us the balance of any sale proceeds you received for the Property after such offset and reimbursements for any un-recovered expenses incurred in connection with the rescinded sale.

12. **UNSOLD PROPERTY.** If the bidding on any lots fails to reach the reserve or the Property is otherwise unsold, you authorize us to re-offer the Property, subject to the terms and

conditions of this Agreement, with estimates and reserves at fifteen percent (15%) of the original estimates and reserves, unless you initial below:

Unless you initial below, you authorize us to re-offer unsold lots as described above:

In determining the reduced estimates and reserves in connection with any re-offering of the Property, we will first calculate the amounts that represent 15% of the prior estimates and reserves and adjust such amount to the nearest appropriate increment as determined by us in our sole discretion and based upon the value of the Property.

If the Property fails to sell on its initial offering or upon the re-offer, we will notify you. You agree to arrange with us for the return shipment of your unsold property and pay in advance any costs of return packing, handling, shipping and insurance within thirty (30) days of our notification to you. If your unsold Property remains on our premises at the end of this thirty (30) day period, thereafter you will be charged a storage fee of \$10.00 per lot per day until the property is removed from our premises; and you grant us a lien upon the Property. In the event the storage fees exceed the low estimate of the Property, you agree that we may sell the Property, apply the proceeds to unpaid storage fees and send any remaining proceeds to you. At our sole option, after the thirty (30) day period, we may also transfer the Property to a third party warehouse and you shall bear the risk and cost thereof and shall be liable to such warehouse for the payment of all storage and insurance charges at the warehouse's standard rates.

13. **INSURANCE.** You shall be solely responsible for insuring your Property until the Property is on our premises. Thereafter, insurance will be arranged by us while the Property is on our premises until it ceases to be in our custody or control or until sixty (60) days after the sale, whichever comes first. The insurers and our combined liability to you resulting from loss or damage to your Property shall not exceed the following insurance amount ("Insurance Amount"):

- (A.) for Property which has been sold, the successful bid price (excluding the Buyer's Premium)
- (B.) for Property which has failed to sell, the reserve or
- (C.) for Property prior to the sale, the mean of our latest pre-sale estimates.

In the event of total loss (Property which has been lost or damaged and has depreciated in value in the insurer's opinion more than fifty percent), the insurer will pay you the forgoing amount, and the Property will belong to the insurer. In the event of a partial loss, (the Property has been partially damaged or lost and has depreciated in value by less than fifty percent), the insurer will either pay you the amount of depreciation and such Property will be re-offered for sale or pay you the Insurance Amount for the Property as set forth above and the Property will belong to the insurer. Neither the insurer nor we will be responsible for damage occurring in the course of any process taken by an independent contractor employed with

your consent or damage caused by inherent conditions or defects, war, acts of terror nuclear fission or radioactive contamination.

14. ESTIMATES. Pre-sale estimates are intended as guides for prospective bidders and we make no representation or warranty of the anticipated selling price of any Property. No estimate anywhere by us of the selling price may be relied upon as a prediction of the actual selling price. Estimates given by us may be subject to revision by us in our sole discretion. We are not liable for any errors or omissions in descriptions of Property and make no guarantees, representations or warranties whatsoever to you with respect to the Property, its authenticity, condition, value or otherwise.

15. USE OF NAME. We have the discretion to use the name "Michael Jackson" when we offer your Property for sale, advertise or otherwise promote the sale before and after (with any use after the auction to be for promotional purposes only as described in section 8 above) the auction, unless you indicate otherwise by initialing below:

I wish to offer my Property without name designation: _____

16. AMENDMENT. Neither you nor we may amend, supplement or waive any provision of this Agreement other than by means of a writing signed by both parties.

17. DISCLAIMER OF WARRANTIES. THE VENUE IN WHICH WE WILL OFFER YOUR PROPERTY IS PROVIDED "AS AVAILABLE" AND "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTIES. WE DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

18. ONLINE BIDDING SERVICES. Neither we, AuctionNetwork.com, Artifact.com or any online bidding service provider we may contract with, nor the site provider guarantee or represent that the service will operate error-free or that service will be uninterrupted. In no event shall we, or any service provider listed above be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with this Agreement.

PLEASE INITIAL HERE TO ACKNOWLEDGE YOU AGREE TO PARAGAPHS 17 AND 18: _____

19. NOTICES AND COMMUNICATIONS. Any notices or communications under this Agreement shall be given by e-mail or regular mail. Any notices we give you hereunder by e-mail or regular mail will be sent to the respective e-mail and regular address you provide with your signature. Notice shall be deemed to have been given 24 hours after it has been sent in the case of e-mail and ten days after it has been sent in the case of regular mail. This contract supersedes any and all verbal communications and agreements.

20. MISCELLANEOUS. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In the event of a dispute hereunder, you

agree to submit to the exclusive jurisdiction of the state courts and federal courts sitting in the State of California. This Agreement shall be binding upon your heirs, executors, beneficiaries, successors and assigns, but you may not assign this Agreement without our prior written consent. **Neither party shall be liable to the other for any special, consequential or incidental damages.** This Agreement, including any exhibits attached hereto, the Consignment Receipt and Conditions of Sale shall constitute the entire agreement between the parties and supersede all prior written, oral or implied understandings or agreements of the parties. The paragraph headings in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Please confirm your agreement with the foregoing by dating, signing and returning to us the duplicate copy of this Agreement:

THE PERSON SIGNING BELOW ON BEHALF OF MJJ PRODUCTIONS, INC. HEREBY CERTIFIES THAT SUCH PERSON HAS AUTHORITY TO SIGN ON BEHALF OF MJJ PRODUCTIONS, INC.

ACCEPTED AND AGREED TO:

X _____

Signature of Consignor

Printed Name: DR. Tohme R. Tohme

Date: 7/8/2008

Address: P.O. Box 491236

L.A. 90049

Phone Number: (310) 6000 333

Cell Phone: _____

E-Mail Address: _____

Social Security No
Or Federal ID No.: _____

JULIEN'S AUCTIONS, LLC:

By: Julien Julien
Duly Authorized Agent