

ATTORNEY GENERAL OF THE STATE OF NEW YORK

IN THE MATTER OF:

**PREMIER EXHIBITIONS, INC.
d/b/a BODIES. . . THE EXHIBITION**

ASSURANCE OF DISCONTINUANCE

Pursuant to the provisions of Article 22-A of the New York General Business Law (“GBL”) and Section 63(12) of the New York Executive Law (“Executive Law”), Andrew M. Cuomo, Attorney General of the State of New York, has made an inquiry into certain business practices of Premier Exhibitions, Inc. (“Premier”). Based upon that inquiry the Attorney General finds as follows:

FINDINGS OF THE ATTORNEY GENERAL

1. Premier develops and tours exhibits of polymer preserved human full body cadavers (referred to generally throughout as “full body cadavers”) and human body parts, organs, fetuses and embryos (referred to generally throughout as “body parts”). It currently has such an exhibit in New York. All of the full body cadavers and body parts in Premier’s exhibit in New York are, or belonged to, citizens or residents of China. These exhibitions have generated controversy and objection from various human rights groups.

2. At various times, Premier and/or its independent contractors have made numerous affirmative representations regarding the provenance of the full body cadavers and body parts in its human anatomy exhibitions. In short, as to its exhibitions, Premier and/or its independent contractors have asserted that: (a) the full body cadavers and body parts exhibited by Premier

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were not, or did not belong to, Chinese prisoners; and (b) the full body cadavers or body parts exhibited by Premier were not, or did not belong to, Chinese prisoners who were subjected to execution, torture or other forms of physical abuse. Premier, however, cannot independently confirm the provenance of the full body cadavers and body parts that it displays in New York and elsewhere.

3. This Assurance of Discontinuance requires Premier to disclose that it cannot (a) independently confirm that the full body cadavers or body parts exhibited by Premier either are not, or did not belong to, Chinese prisoners and (b) independently confirm that the body parts exhibited by Premier are not, or did not belong to, Chinese prisoners who were subjected to execution, torture or other forms of physical abuse. This Assurance also enables consumers to obtain from Premier a refund of their ticket price if that consumer would never have viewed Premier's exhibit in New York having known of Premier's inability to independently verify the provenance of the full body cadavers and body parts on display there.

Background

4. Premier is a publicly-traded company that was initially incorporated in 1993 as RMS Titanic, Inc. ("RMS Titanic"). At that time, RMS Titanic developed and toured exhibits of items salvaged from the Titanic wreckage (the "Titanic exhibits").

5. Premier was formed in 2005 and RMS Titanic then became a wholly-owned subsidiary of Premier. Premier is incorporated in Florida with its principal place of business at 3340 Peachtree Road, Suite 2250, Atlanta, Georgia, 30326. In addition to its Titanic exhibits, Premier develops and tours a number of different exhibitions, including exhibits of the human anatomy using actual full body cadavers, and human body parts, organs, fetuses and embryos (the "Bodies Exhibits").

6. The fully body cadavers and body parts in the Bodies Exhibits are preserved using a process called “plastination.” With plastination, a cadaver is stripped of its skin and dissected to show whatever part of the human anatomy the exhibitor wants to display (such as the circulatory system as a whole or a human heart). The organic material of the remaining full body cadaver or body part is removed and replaced with plastic that is then hardened. These plastinated full body cadavers and body parts are displayed by Premier in for-profit exhibits around the world, including New York.

7. Premier has Bodies Exhibits in the United States and overseas, including presently in Cincinnati, Ohio, Las Vegas, Nevada, Fort Lauderdale, Florida, Kansas City, Missouri, and New York City, New York as well as Vienna, Madrid, Copenhagen and Santiago. Premier’s exhibit in New York City (the “New York Exhibit”) and the full body cadavers and body parts, organs, fetuses and embryos therein are the subject of this inquiry.

8. The full body cadavers and body parts currently on display in New York were originally obtained from China in 2004 by a company called Exhibitions International LLC (“EI”) in 2004. EI leased all of the full body cadavers and body parts from Dalian Medical University Plastination Co., Ltd., a corporation incorporated in the People’s Republic of China with its principal place of business at No. 465 Zhongshan Road, Shahekou District Dalian, 116027, People’s Republic of China (“DMUP”). At that time, 70% of DMUP was owned by the Dalian Medical University in Dalian, China. The remaining 30% of DMUP was owned by Dr. Hong Jin Sui, a professor of anatomy at Dalian Medical University, and his partners.

9. DMUP obtained, dissected and plastinated the full body cadavers and body parts several years before leasing them to EI. All of the full body cadavers and body parts were (in the case of full body cadavers) or derived from (in the case of body parts) Chinese citizens or



residents. There is no written record that any of those persons consented to the plastination and exhibition of their bodies and/or its parts. Rather, these bodies were unclaimed at death, collected by the Chinese Bureau of Police, and delivered to the Dalian Medical University and other universities in China for education and research. The universities then provided DMUP with the cadavers for plastination and, ultimately, lease to EI.

10. On March 7, 2005, Premier purchased EI and assumed EI's lease of the plastinated full body cadavers and body parts from DMUP. Shortly thereafter, Premier announced its intent to open a Bodies Exhibit in Tampa, Florida in August of 2005. At that time, Dalian Medical University began selling its 70% interest in DMUP. DMUP was re-incorporated in the British Virgin Islands and was renamed the Dalian Hoffen Bio Technique Company Limited ("DHBTC"). Since then, Dr. Sui and other private investors own 100% of DHBTC. DHBTC has continued to obtain unclaimed cadavers in China, which it dissects, plastinates and leases to Premier for Premier to display in its for-profit exhibits.

Premier's New York Bodies Exhibit

11. In November 2005 Premier opened its second Bodies Exhibit in South Street Seaport, New York, New York. The New York Exhibit consists of 20 full body cadavers (the "Whole Bodies") and over 200 human parts, organs, fetuses and embryos in various stages of development (the "Parts") (collectively, the "New York Specimens" or the "Specimens"). Again, DMUP obtained, dissected and plastinated the New York Specimens several years before they were leased to EI in 2004.

12. The New York Exhibit is presented to the public by Premier through its wholly-owned subsidiary Premier Exhibitions NYC ("Premier NYC"). The presentation of the New York Exhibit is governed by an Exhibition Agreement between Premier and JAM Exhibitions

LLC, a Delaware limited liability corporation with its principle place of business in Chicago, Illinois (“JAM”). Premier and JAM jointly operate the exhibit.

Premier’s Statements Regarding the Provenance of the New York Specimens

13. Premier has relied solely on the statements made by its supplier that none of the Whole Bodies or Parts in the New York Exhibit are, or belonged to, Chinese prisoners.

14. Premier has also affirmatively represented that it conducted its own internal due diligence and, as result thereof, independently concluded that the Specimens currently on display in New York are not, and do not come from, Chinese prisoners who were subjected to execution, torture or other forms of physical abuse. Premier has represented that it conducted an independent analysis of the Specimens after it received them from DMUP. Premier’s ability to independently analyze the Whole Bodies is not at issue here. Premier, however, cannot independently confirm that any of the over 200 Parts in the New York Exhibit were not taken from Chinese citizens or residents who were executed, tortured or subjected to other physical abuse.

15. The Attorney General finds that, given the sensitive and controversial nature of Premier’s Bodies Exhibits, including the one in New York, and particularly given the history of human rights violations in China, the above-referenced representations made by or on behalf of Premier were overstated.

16. **IT NOW APPEARS** that Premier desires to settle and resolve the Attorney General’s inquiry without admitting or denying the Attorney General’s findings. The Attorney General and Premier hereby enter into this Assurance of Discontinuance (“Assurance”) pursuant to New York Executive Law § 63(15) in lieu of commencing a statutory special proceeding.

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17. Without admitting or denying any wrongdoing or omissions, and subject to the second sentence in this paragraph, Premier agrees not to take any action or to make or permit to be made any public statement denying any finding in this Assurance or creating the impression that this Assurance is without factual basis. Nothing in this paragraph affects Premier's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal and/or administrative proceedings to which the Attorney General is not a party.

18. Any payments and all correspondence related to this AOD must reference AOD # 08-61.

DEFINITIONS

19. "Clear(ly) and conspicuous(ly)" shall mean of a size and shade appearing on the printed page, web page, or other visual advertisement in a manner so as to be reasonably unavoidable and readable and is presented prior to the consumer incurring any financial obligation, and using language and syntax sufficient for an ordinary consumer to read and understand the disclosure; provided, however, that nothing contrary to, inconsistent with, or that otherwise interferes with a consumer's understanding of the disclosure shall be used in any advertisement.

20. "Eligible consumer(s)" shall mean any consumer who viewed Premier's New York Exhibit since the date it opened through the date this Assurance is executed.

21. "Website" shall mean the entire collection of web pages and other information (such as images, sound and video files) that are made available through what appears to users as a single web server.

22. "Homepage" shall mean the web page designated as the main point of entry of website.

AGREEMENT

IT IS HEREBY UNDERSTOOD AND AGREED by and between Premier and the Attorney General that:

23. This Assurance shall apply to Premier Exhibitions, Inc. its principals, directors, beneficial owners, officers, shareholders, employees, representatives, agents, successors, assigns, or other business entities whose acts, practices, or policies it directs, formulates, or controls.

24. With respect to any exhibit displaying unclaimed bodies, parts, organs, fetuses or embryos that Premier obtained from China between January 1, 2004 and the execution date of this Assurance that Premier either tours in New York State or advertises to New York State residents through mediums directed to those residents (the "Covered Exhibits"), Premier shall clearly and conspicuously make the following disclosures on its website and in the lobby of any Covered Exhibit:

(A) "This exhibit displays human remains of Chinese citizens or residents which were originally received by the Chinese Bureau of Police. The Chinese Bureau of Police may receive bodies from Chinese prisons. Premier cannot independently verify that the human remains you are viewing are not those of persons who were incarcerated in Chinese prisons."

(B) "This exhibit displays full body cadavers as well as human body parts, organs, fetuses and embryos that come from cadavers of Chinese citizens or residents. With respect to the human parts, organs, fetuses and embryos you are viewing, Premier relies solely on the representations of its Chinese partners and cannot independently verify that they do not belong to persons executed while incarcerated in Chinese prisons."

25. Premier shall make the following disclosure in any and all advertisements for Covered Exhibits published after the date this Assurance is executed: "Premier cannot independently verify the provenance of the human remains in this exhibit."

26. Without effect to the Whole Bodies or Parts as defined in paragraph 11 including their use in any exhibition in New York other than South Street Seaport, but with respect to human bodies, parts, organs, fetuses or embryos Premier obtains from China prospectively from the date this Assurance is executed, Premier shall, with respect to each body, part, organ, fetus or embryo which is displayed in a Covered Exhibit:

- (A) Obtain written records, sworn to by a person(s) with actual knowledge, regarding the source of each body, part, organ, fetus or embryo;
- (B) Obtain written records, sworn to by a person(s) with actual knowledge, regarding the consent of each person to the plastination and display of his body, parts, organs, fetus(es) or embryo(s) by Premier, if applicable;
- (C) Obtain written records, sworn to by a person(s) with actual knowledge, regarding the analysis, review, due diligence or other investigation conducted with respect to the cause of death of the person;
- (D) Maintain written records, sworn to by a person with actual knowledge, regarding the analysis, review, due diligence or other investigation Premier conducts with respect to the cause of the death of the person; and
- (E) Retain for five (5) years the written or records identified in this paragraph and make that documentation available for inspection upon written request by the Attorney General.

27. Within three (3) weeks of the execution of this Assurance, Premier shall retain for a two (2) year period, at its own expense and with the approval of the New York Attorney General, an independent monitor. This monitor shall evaluate and examine Premier's compliance with this Assurance. The monitor shall prepare bi-annual reports to the Attorney General concerning Premier's compliance with this Assurance.

28. The independent monitor shall review Premier's books and records to determine whether it is reasonably possible to contact consumers who attended the New York Exhibit to notify them of this settlement and, if so, to design a plan to contact consumers who have a right to participate in this settlement. The monitor shall present these findings and a plan of execution to the Attorney General within 45 days of being retained. In the event that the monitor determines, and the Attorney General accepts, that Premier does not keep records of its customers, and a plan to contact customers is not reasonably possible, then Premier will have no further obligations to notify customers except as otherwise set forth in this Assurance.

29. In consultation with the independent monitor, Premier shall set aside sufficient funds, to be held by the independent monitor in an escrow account, of no less than \$50,000 to be used to provide refunds to eligible consumers. Failure to abide by the terms in this paragraph shall result in \$50,000 being forfeited to the Attorney General.

30. Premier shall clearly and conspicuously notify potential eligible consumers of the availability of refunds and the process by which consumers may obtain refunds on Premier's homepage (currently available at <http://www.prxi.com>), on the New York Exhibit's homepage (currently available at http://ticketpro.net/USA/bodies/accueil_enbo.php) and on the Bodies . . . The Exhibition homepage (currently available at <http://www.bodiestheexhibition.com>).

31. Premier shall make refunds available to eligible consumers which shall be equal to the value of any and all tickets the eligible consumer purchased to attend the New York Exhibit, provided that within six months of the date on which Premier notifies eligible consumers in compliance with paragraphs 28 and 30 of this Assurance, the eligible consumer submits a signed statement that includes the following information: (a) consumer's name and address; (b) proof of having attended the New York Exhibit; and (c) a statement indicating that, had they known, read or understood the facts set forth in Premier's disclosures made pursuant to this Assurance, the consumer and/or any of his or her dependents, would not have attended the New York Exhibit.

32. Premier shall be responsible for processing all requests for refund provided that Premier shall provide to the independent monitor any and all information relating to any requests for refund, including but not limited to any and all information related to Premier's decision to provide or deny a refund request.

33. Within eight months of the date on which Premier notifies eligible consumers as to the availability of refunds in compliance with paragraphs 28 and 30 of this Assurance, the independent monitor shall submit to the Attorney General a sworn, certified report that (a) identifies the consumers who requested refund(s) from Premier; (b) identifies the requests for refund that Premier granted and the amount of each; (c) identifies the requests for refund that Premier denied, the value of these requests for refund and the reason(s) that Premier denied the refund request; and (d) contains an accounting of the funds, set aside in compliance with paragraph 29 of this Assurance, used to make any refunds to eligible consumers.

34. Upon receipt of the report identified in paragraph 33 of this Assurance, the Attorney General shall determine Premier's satisfaction of its refund obligations pursuant to this Assurance.

35. After compliance with the provisions in paragraphs 33 and 34 and confirmation of the payment of all approved refunds, any funds remaining in the escrow account shall revert to Premier.

36. Premier shall, within ten (10) days of execution of this Assurance, pay to the State of New York by certified check made payable to the New York State Office of the Attorney General, \$15,000 to resolve this inquiry.

37. Premier shall, within ten (10) days of the execution of this Assurance, identify to the Attorney General the Premier employee responsible for directing compliance with the terms of this Assurance. If within five (5) years of the date of this Assurance, the identity of the individual responsible for directing compliance with the terms of this Assurance changes, Premier shall notify the Attorney General of the change and provide the identity of the new responsible employee within thirty (30) days.

38. Within ninety (90) days of the execution of this Assurance, Premier shall provide to the Attorney General an affidavit confirming that Premier has appropriate practices and procedures in place to ensure compliance with the provisions of this Assurance.

39. Premier shall cooperate with any further reasonable requests made by the Attorney General, with respect to any of its exhibitions that are either located within the State of New York or advertised to New York residents through mediums directed to those residents or Premier's compliance with this Assurance.

40. Nothing contained in this Assurance shall be construed to alter or enhance any existing legal rights of any consumer or to deprive any person or entity of any existing private right under the law.

41. Nothing contained in this Assurance shall be construed as relieving Premier of the obligation to comply with all state and federal laws, regulations, or rules, nor shall any of the provisions of this Assurance be deemed permission to engage in any act or practice prohibited by such law, regulation, or rule.

42. The acceptance of this Assurance by the Attorney General shall not be deemed approval by the Attorney General of any of Premier's business practices and Premier shall make no representation to the contrary.

43. This Assurance is contingent upon and relies on the truthfulness and accuracy of all representations made by Premier during this investigation.

44. Any material violation of the terms of this Assurance shall constitute *prima facie* evidence of violation of New York General Business Law §§ 349 and 350 and of New York Executive Law § 63(12) in any civil action or proceeding thereafter commenced against Premier by the Attorney General.

45. This Assurance may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

46. All notices or other communications sent by the Premier hereunder shall be sent by trackable, overnight delivery and addressed to:

Office of the New York Attorney General
Chief, Internet Bureau
120 Broadway
New York, NY 10271

WHEREFORE, the following signatures affixed hereto this 23rd day of May, 2008 (the "execution date").

PREMIER EXHIBITIONS, INC.

By:

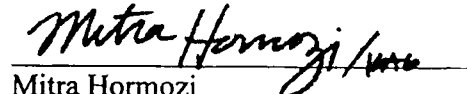


An officer authorized by
Premier Exhibitions, Inc. to enter into
the herein Assurance of Discontinuance

Brian Wanger
Corporate Secretary

ANDREW M. CUOMO
Attorney General of the State of New York

By:



Mitra Hormozi
Special Deputy Chief of Staff



Karen A. Geduldig
Assistant Attorney General
INTERNET BUREAU