

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

WRIGHT ENTERTAINMENT GROUP,
LLC and WRIGHT ENTERTAINMENT
GROUP, INC.,

Plaintiffs,

vs.

CASE NO.:

BRITNEY SPEARS and BRITNEY
TOURING, INC.,

Defendants.

COMPLAINT

Plaintiffs, WRIGHT ENTERTAINMENT GROUP, L.L.C., and WRIGHT ENTERTAINMENT GROUP, INC., (hereinafter collectively referred to as "WEG" or "Plaintiffs") hereby sues Defendants, BRITNEY SPEARS and BRITNEY TOURING, INC. (hereinafter collectively referred to as "Defendants"), and alleges as follows:

1. This is an action for damages in excess of fifteen thousand dollars and no cents (\$15,000.00), exclusive of interest, costs and attorneys' fees.
2. Jurisdiction is founded upon § 48.181 and § 48.193 Florida Statutes and venue is proper pursuant to § 47.051.

3. At all times material hereto, Plaintiff, WRIGHT ENTERTAINMENT GROUP, INC., is, and was, a Florida corporation with its principal place of business in Orange County, Florida.

4. Beginning on June 6, 2001, Plaintiff, WRIGHT ENTERTAINMENT GROUP, L.L.C., is, and was, a Florida limited liability company with its principal place of business in Orange County, Florida.

5. Johnny Wright (hereinafter "Wright") is an individual who owns and controls WEG and has his principal place of business in Orlando, Florida.

6. Wright is a successful artist manager with extensive experience in the development of popular recording artists in the musical entertainment industry.

7. Defendant, BRITNEY SPEARS (hereinafter referred to as "SPEARS" and/or "Defendant"), is a resident of California. SPEARS has conducted business in the State of Florida during times relevant to this Complaint, including recording, touring and distributing merchandise.

8. Defendant, BRITNEY TOURING, INC. (hereinafter referred to as "BTI") is a Louisiana corporation doing business in Florida for, and on behalf of, SPEARS and BTI, and is registered to do business in Florida, had a registered agent in Florida, and filed Florida income tax returns at times relevant to this Complaint.

9. Upon information and belief, BTI is wholly owned and controlled by SPEARS as a "Controlled Entity" as defined by paragraph one (1) of the Personal Management Agreement (hereinafter the "Agreement" and attached hereto as Exhibit A) and BTI is both contractually and vicariously liable.

10. SPEARS formed and/or utilized other "Controlled Entities" at times relevant to the claims herein to generate Gross Receipts, including but not limited to: Britney Brands, Inc. formed on March 18, 1999; Britney Films, Ltd., formed on April 17, 2000; Britney Television, LLC, formed on September 12, 2000; The Britney Spears Foundation formed on October 5, 2001; Britney On-Line, Inc. formed on October 18, 2001; Britney Management Corporation formed on August 27, 2002; One More Time Music, Inc.; and SJB Revocable Trust (hereinafter collectively referred to as the "Controlled Entities").

11. Laurence Rudolph is an individual (hereinafter referred to as "Rudolph") having his principal place of business in New York City, New York, who acted as SPEARS' attorney and co-manager.

12. In or around January 1999, SPEARS, after consulting with her attorney Rudolph, entered into the Agreement with Wright's company, WEG, pursuant to which WEG would manage SPEARS.

13. On or about September 19, 2000, SPEARS executed and delivered a ratification of, and amendment to, the Agreement when SPEARS reached the age

of majority. (Exhibit B, "Ratification").

14. In further performance of the Agreement with SPEARS, Wright and WEG continued to manage SPEARS, utilizing WRIGHT ENTERTAINMENT GROUP, LLC.

15. In further reliance upon SPEARS' inducements, WEG engaged in talent development and management, tour planning and execution, and other services on behalf of SPEARS' tour company, BTI, and the Controlled Entities.

16. Pursuant to the Agreement, WEG agreed to manage SPEARS for a period of one (1) year with annual renewals.

17. WEG agreed to:

- a. Develop and manage SPEARS, emphasizing musical entertainment opportunities for SPEARS;
- b. Market the trademark "Britney Spears" with the cooperation and participation of SPEARS, and her licensing company, Signatures Network, Inc. via her Controlled Entity, Britney Brands, Inc.;
- c. Negotiate licensing opportunities for the utilization of the "Britney Spears" brand;
- d. Consult on, develop and manage SPEARS' tours through BTI; and
- e. Negotiate amendments to SPEARS recording agreement for additional advances and higher royalties.

18. For WEG'S services as manager of SPEARS, and in consideration for WEG'S promise to devote its efforts to SPEARS, she promised to pay WEG management commissions based upon a percentage of the "Gross Receipts" (as defined in paragraph 6 of the Agreement – Exhibit A), including, but not limited

to, revenue from record sales royalties, from merchandise endorsed or sublicensed by SPEARS, and from tours performed by SPEARS, BTI, and the Controlled Entities.

19. On February 21, 2001, SPEARS, after consulting with her attorney Rudolph, signed an amendment extending the Agreement (Exhibit C, "Amendment"), to provide a termination date of February 20, 2003, and a "sunset" on payment of commissions to February 20, 2008.

20. In performance of, and in further reliance upon, the amended Agreement, WEG continued managing SPEARS.

21. SPEARS, Wright, and WEG reposed trust in each other to act as fiduciaries, independently of, and in addition to, the obligations and duties under the Agreement, and SPEARS undertook the duties of a fiduciary.

22. Upon acceptance of the initial Agreement, the subsequent Ratification, and the Amendment, WEG justifiably and reasonably believed, and relied upon, SPEARS' representations that WEG would co-manage, produce and control all aspects of SPEARS' career, along with SPEARS' attorney, Rudolph. SPEARS and her representatives made these representations and inducements to WEG independently of the terms of the Agreement.

23. In reasonable and justifiable reliance upon SPEARS' representations that WEG would be entitled to payment of commissions on the Gross Receipts,

which included all of the business opportunities, revenues, income and profits generated by the promotion and merchandising of SPEARS and of the “Britney Spears” brand, WEG performed its duties under the Agreement with SPEARS and invested time and money for developing and managing SPEARS and the brand “Britney Spears.”

24. WEG also performed in reliance upon the representations and inducements of SPEARS made independently and in addition to the Agreement.

25. From 1999 to 2003, WEG conducted strategic marketing meetings, and negotiated recording agreement amendments and sub-licensing negotiations with various companies with the encouragement, approval, support and participation of SPEARS, BTI, and SPEARS' Controlled Entities.

26. All times relative thereto, and pursuant to the terms of the Agreement, WEG obtained the approval of and/or direct participation of SPEARS and BTI in these negotiations.

27. WEG negotiated amendments to SPEARS' recording agreement with Zomba, providing for additional advances and increased royalties, including the April 14, 2000 amendment for albums 4 through 8 (LPs 4, 8), which included “In the Zone” released in 2003, and “Greatest Hits – My Prerogative” released on November 9, 2004.

28. In or about December 2002, WEG negotiated, and SPEARS agreed to, a recording project with Sean "P. Diddy" Combs.

29. On or about February 20, 2003, pursuant to the terms of the Agreement, WEG'S obligation to perform management services under the Agreement with SPEARS terminated, and SPEARS continued to pay WEG under the "sunset" provision of the Agreement. The "sunset" provision provides that commissions would continue to be paid upon any contract "substantially negotiated during the term, or resulting in whole or in part from any services performed by Manager for Artist during the term." (¶ 7, Exhibit A).

30. WEG relied upon SPEARS' representation that, notwithstanding the termination, WEG should continue pursuing new projects, managing existing agreements, and that commission payments, pursuant to the Agreement, would continue.

31. Pursuant to the inducements of SPEARS, BTI and their representatives to WEG, WEG continued to pursue business opportunities for SPEARS and with the direct participation and/or approval of SPEARS and BTI.

32. On November 18, 2003, SPEARS' Zomba album, "In the Zone," was released, and in 2004 SPEARS' Zomba album "Greatest Hits – My Prerogative" was released (LPs 3 and 4).

33. SPEARS has not accounted to, nor paid WEG its commissions for the Zomba advances secured by WEG for SPEARS' recording services on LPs 3 and 4, nor for commissions on royalties due to SPEARS for record sales which are the result of amendments to the contract entered into, substantially negotiated or resulting from the efforts of WEG during the term of the Agreement, pursuant to paragraph 7 of the Agreement (Exhibit A).

34. SPEARS, directly and via her Controlled Entities, continued to pay WEG its commissions on "LPs 1, 2, 3" (earlier albums recorded by SPEARS pursuant to the Zomba Recording Agreement) through December 26, 2006.

35. On or about November, 2003 representatives of WEG had discussions with representatives of SPEARS, and WEG was told that a new amendment to the Agreement was possible and that WEG would continue to receive its commissions.

36. WEG sent a request for earned commissions on record royalties for albums 2 and 3 (LPs 2, 3) and for an accounting under the Agreement, but SPEARS has failed to pay or properly account to WEG.

37. WEG also made good faith efforts to obtain complete accountings and audits from the inception of the Agreement with the various business managers hired and fired by SPEARS.

38. WEG sent additional requests to SPEARS in a good faith attempt to obtain audits, full accountings, and commissions from SPEARS. WEG'S

communications were answered with inducements from SPEARS' attorneys and agents to forbear legal action.

39. SPEARS' actions, through her agents, induced WEG into inaction rather than to pursue WEG'S rights under the Agreement.

40. Before the termination of the Agreement and up through the present, WEG was assured by SPEARS and/or her agents that WEG'S entitlement to earned commissions was unaffected and that WEG would be paid its commissions on Gross Receipts generated, accrued, substantially negotiated or resulting from the efforts of WEG during the term of the Agreement.

41. Upon information and belief, SPEARS and BTI concealed from WEG a series of negotiations and agreements for otherwise commissionable Gross Receipts payable to WEG, thus diverting those commissions to SPEARS, directly or indirectly, or to corporate entities, without the knowledge, consent, or agreement of WEG, both before and after termination of the Agreement.

42. SPEARS has failed to account to or pay to WEG commissions on SPEARS' and BTI'S Gross Receipts under the Agreement, including but not limited to:

- a. Commissions on royalties for Zomba LPs 1, 2 and 3;
- b. Commissions on royalties on LPs 3 and 4, including a Zomba Advance of \$7,000,000.00 in 2002;
- c. Movies;
- d. Tour revenues of BTI;
- e. Book publishing; and

- f. Commissions unknown due to SPEARS' failure to account to WEG.

43. Additionally, SPEARS and BTI have failed to provide WEG either a proper accounting or an audit of all Gross Receipts of SPEARS, BTI, and SPEARS' Controlled Entities which are subject to commissions under the Agreement.

COUNT I:
Breach of Contract Against Spears and BTI

WEG reasserts the allegations set forth in paragraphs 1 through 43 above, by this reference and incorporates them herein.

44. The Agreement (Exhibit A) between WEG and SPEARS includes, as a matter of law, an implied duty of good faith and fair dealing.

45. SPEARS' Controlled Entities, including BTI, are subject to the terms of the Agreement pursuant to paragraph 10 (c) of the Agreement.

46. SPEARS and BTI have breached the Agreement, both under its express terms and the implied duty of good faith and fair dealing, in that:

- a. SPEARS and BTI breached the Agreement with WEG, by failing to pay WEG commissions earned or accrued during the term of the Agreement in violation of paragraph 6 of the Agreement.
- b. SPEARS' touring company BTI, which is a Controlled Entity of SPEARS, has failed to pay, or to account to, WEG during and subsequent to the Agreement in violation of paragraphs 7 and 8 of the Agreement.
- c. SPEARS and BTI breached the Agreement with WEG by failing to pay WEG commissions earned, accrued, substantially

negotiated or resulting from services performed during the term of the Agreement which were payable subsequent to the termination of the Agreement in violation of paragraph 7 of the Agreement.

- d. SPEARS has breached paragraph 7 of the Agreement by refusing to permit WEG to audit SPEARS', BTI's, and SPEARS' Controlled Entities' financial records.
- e. SPEARS has breached paragraph 6 of the Agreement by refusing to pay all expenses reasonably incurred by WEG.
- f. SPEARS has breached the Agreement by failing to provide monthly accountings for SPEARS, BTI, and SPEARS' Controlled Entities (§ 8).

47. WEG has been damaged in an amount that is unknown at the present time as a direct and foreseeable consequence of SPEARS' and BTI's breaches of the Agreement.

48. All conditions precedent have occurred or have been performed, waived or otherwise satisfied.

49. As a consequence of the foregoing, WEG has been required to retain the undersigned counsel and is obligated to pay said counsel a reasonable fee for their services.

50. SPEARS is liable for the breaches of the Agreement by BTI and the Controlled Entities.

WHEREFORE, WEG demands judgment against SPEARS and BTI for damages in excess of \$15,000.00, exclusive of interest, attorneys' fees and costs, resulting from the breaches of the Agreement between WEG and SPEARS, including the benefits from WEG'S commissions on all Gross Receipts generated

by SPEARS, BTI, and all other Controlled Entities, and for such other and further relief that this Court deems appropriate. WEG demands a jury trial on all issues so triable.

COUNT II:
Accounting Against Spears and BTI

WEG realleges and incorporates herein by reference the allegations set forth in paragraphs 1 through 43 above.

51. SPEARS, BTI, and SPEARS' Controlled Entities, were obligated by paragraph 8 of the Agreement to provide accountings to WEG on a monthly basis, and audits upon reasonable notice.

52. Pursuant to paragraph 7 of the Agreement, SPEARS is required to account and to pay commissions on Gross Receipts through February 20, 2008 for contracts entered into, substantially negotiated, or resulting from services performed by WEG during the term of the Agreement.

53. SPEARS and BTI breached these contractual duties.

54. WEG made requests to SPEARS for accountings, audits, and documents relating to WEG pursuant to the Agreement, without any performance by SPEARS.

55. WEG believes there may be other transactions about which WEG has not been informed by SPEARS, BTI, or SPEARS' Controlled Entities pursuant to which additional commissions are due to WEG.

56. WEG is entitled to, but has not received, timely and accurate accountings of, as well as audits of all Gross Receipts and commissions due to WEG under the Agreement.

57. Because of the number and complexity of the Controlled Entities, the transactions in dispute, the time period over which those transactions occurred, and the lack of adequate written records of many of those transactions, WEG's remedy at law is inadequate and will not be as expeditious as its remedy in equity.

58. By virtue of their acts and omissions, SPEARS and BTI caused damages to WEG.

WHEREFORE, WEG demands judgment for damages in excess of \$15,000 against SPEARS and BTI for an accounting of all Gross Receipts generated by or to SPEARS, BTI, SPEARS' Controlled Entities, and other entities unknown at this time, including commissions due to WEG under the Agreement, compensatory damages, including consequential damages, together with an award of pre-and post-judgment interest, attorneys' fees and costs, and for such other and further relief that this Court deems appropriate. WEG demands a jury trial on all issues so triable.

Respectfully Submitted,


CLAY M. TOWNSEND, ESQ.

Florida Bar No.: 363375
KEITH MITNIK, ESQ.
Florida Bar No.: 436127
GREGORIO FRANCIS, ESQ.
Florida Bar No.: 8478
MORGAN & MORGAN, P.A.
20 N. Orange Avenue, Ste. 1600
Orlando, FL 32801
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Fax: (407) 425-8171
Attorneys for Plaintiffs

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EXHIBIT LIST

Exhibit A: Personal Management Agreement

Exhibit B: Ratification of Agreement dated September 19, 2000

Exhibit C: Amendment of Agreement dated February 21, 2001

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EXHIBIT A

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AGREEMENT made and entered this ___ day of January, 1999 By and Between Johnny Wright d/b/a "Wright Entertainment Group", hereinafter referred to as "Manager", and Britney Spears, hereinafter referred to as "Artist".

WITNESSETH

In consideration of the representations and warranties and the mutual promises hereinafter set forth, it is agreed as follows:

1. Subject to the terms and conditions in this agreement, Artist hereby engages Manager and Manager agrees to act as Artist's personal and career co-manager, representative and advisor until such time as either party shall forward a notice to the other advising that the Term of this agreement is terminated thirty (30) days from the date of such notice (such period hereinafter referred to as the "Term"). As used herein, the term "Artist" includes all "Controlled Entities", as defined herein.
2. During the Term hereof, Manager shall use reasonable efforts to direct, develop and enhance all phases of Artist's career, including, but not limited to, advising and counseling (i) in the selection of literary, artistic and musical material; (ii) in any and all matters pertaining to publicity, public relations and advertising; (iii) in relation to the adoption of proper formats for presentation of Artist's talents; (iv) in the selection of artistic talent to assist, accompany or embellish Artist's presentation; (v) with regard to general practices in the entertainment and amusement industries and with respect to such matters of which Manager may have knowledge concerning compensation and privileges extended for similar values; and (vi) in the selection of theatrical and employment agents. Manager shall have no ownership interest in the name of the individual members of Artist or in any professional or group name used by her.
3. Artist will at all times during the Term hereof, use reasonable efforts to devote herself to her professional career in the entertainment industry and do all things necessary and desirable to promote her career and earnings therefrom.
4. It is understood that Manager is not an employment agent or theatrical agent; that Manager has not offered, attempted or promised to obtain employment or engagements for Artist nor is Manager obligated or expected to do so.
5. Artist agrees that Manager may render similar services to other artists and that Manager is not required to devote his entire time and energies to Artist.
6. In consideration for Manager's services hereunder, Artist shall pay Manager a sum equivalent to Seven and one-half (7½%) percent of Artist's Gross Receipts, as and when received by Artist. The term "Gross Receipts" as used herein shall mean any and all compensation, in whatever form, which is paid, payable, earned or accrued (and including any deferred portion which may not actually be received until after the termination of the Term hereof) in whole or in part, to Artist, Artist's family, heirs, executors, administrators or assigns, or applied for Artist's benefit, directly or indirectly (for example, to any corporation, partnership or other entity in which Artist or any of the foregoing persons have an interest), during the Term hereof, as a result

of Artist's activities in the entertainment and related industries, including, without limitation, motion pictures, television, radio, recordings, theater, advertising, promotion, music publishing, song writing, book publishing, video games, multimedia, CD-Rom and all other new technologies now known or hereinafter devised. In addition, Artist shall pay or reimburse Manager, if Manager has paid, for all expenses that Manager reasonably incurs on Artist's behalf upon presentation of proof of payment by Manager. Gross Receipts shall not include the following: (1) deficit financing tour support which Artist actually uses to pay legitimate tour expenses; (2) Artist's royalties permanently retained by a recording company or other entity in recoupment of recording or video costs, promotional costs and any other costs retained in recoupment of legitimate expenditures made pursuant to or in furtherance of any recording, video or other contract to which Artist is a party; (3) any actual bona fide recording costs paid to Artist or on Artist's behalf pursuant to any recording agreement for Artist's services; (4) any actual bona fide production costs paid to Artist or on Artist's behalf by any third party in connection with audiovisual recordings featuring Artist's performances; (5) any monies paid for independent promotion or marketing of Artist's recordings which are charged against Artist's royalty account; and (6) commissions paid to booking agents (not to exceed ten (10%) percent).

7. Subject to the foregoing limitations, subsequent to the expiration of the Term hereof, Artist agrees to pay Manager his commissions due on all Gross Receipts of Artist paid, payable, earned or accrued subsequent to the expiration of the Term which result from any contract entered into or substantially negotiated during the Term hereof and/or in connection with any and all Gross Receipts resulting in whole or in part from any services performed by Manager for Artist during the Term. Notwithstanding the foregoing, Manager shall not receive any commissions following the fifth anniversary of the expiration of the Term hereof.

8. Artist shall retain a Certified Public Accountant to collect Artist's income hereunder. Said accountant shall be instructed by Artist to pay Manager directly any and all sums due to him hereunder and to account to Manager on a monthly basis. The parties shall have the right to audit each others books and records in connection with this agreement only, upon reasonable notice of the same, no more than one (1) time per year. The cost of such audit shall be borne by the party requesting the same and shall be performed by a certified public accountant at the regular place of business of the party to be audited.

9. (a) Both parties warrant and represent to the other that they have full right and power to execute this agreement and perform all of its terms and conditions and that neither is under any disability, restriction or prohibition with respect hereto.

(b) A waiver by either Artist or Manager of a breach of any provision herein shall not be deemed a waiver of any subsequent breach, nor a permanent modification of such provision.

(c) Notices hereunder shall be sufficient if sent by registered mail or certified mail, return receipt requested, or personally delivered to the respective party at the address set forth herein above, or such other address as either party may from time to time designate.

(d) This agreement shall be deemed to be executed in and shall be construed in accordance with the laws of the State of Louisiana. If any provision hereof shall, for any reason, be illegal or unenforceable, the same shall not affect the validity of the remaining portions and provisions hereof.

10. (a) Artist may not assign this Agreement nor any of Artist's rights hereunder without the written consent of Manager, which shall not be unreasonably withheld. Manager may assign this agreement to any entity in which Manager has a substantial equity interest or to any entity in which Manager shall personally remain as an employee to, in part, personally oversee the management of Artist's career in the entertainment industry.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, personal representatives and, subject to the provisions of this paragraph, their respective assigns.

(c) This Agreement shall also be binding upon any entity which, directly or indirectly, in whole or in part, through one or more intermediaries, owns or controls, is owned or controlled by, or is under common ownership or control with, Artist (a "Controlled Entity"). Accordingly, this Agreement is hereby accepted by Artist on Artist's behalf and on behalf of each Controlled Entity.

11. This Agreement is the entire agreement between Artist and Manager. It may not be modified except by a written instrument signed by Artist and Manager. There is no other agreement, oral or written, between Artist and Manager relating to the subject matter hereof.

12. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND HAVE BEEN ADVISED OF THE SIGNIFICANT IMPORTANCE OF RETAINING INDEPENDENT ATTORNEYS CHOSEN BY THEM TO REVIEW THIS AGREEMENT ON THEIR RESPECTIVE BEHALVES. IN THE EVENT OF EITHER PARTY'S FAILURE TO OBTAIN AN INDEPENDANT ATTORNEY, THE OTHER HEREBY WARRANTS AND REPRESENTS THAT HE/SHE WILL NOT ATTEMPT TO USE HIS/HER FAILURE TO OBTAIN AN ATTORNEY AGAINST THE OTHER HEREAFTER IN A COURT OF LAW.

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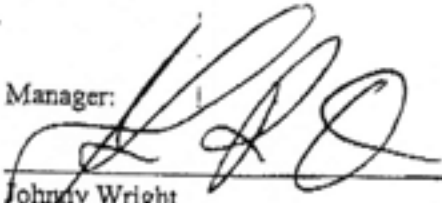
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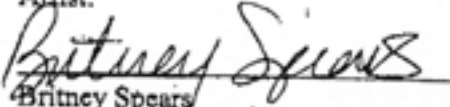
13. Additionally, if I elect to obtain court approval of this Agreement by a court of competent jurisdiction, you hereby agree to cooperate fully with me in so doing. Being that you are a minor as of the date hereof, you hereby agree to cause your legal guardian(s) to sign the inducement letter attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Manager:


Johnny Wright

Artist:


Britney Spears

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EXHIBIT A

The undersigned, legal guardians of Britney Spears ("Minor"), have read the foregoing agreement and, as an inducement to enter into the foregoing agreement, warrant and represent to Johnny Wright ("Manager") that (a) Minor will fully perform all of her obligations pursuant to the foregoing agreement; (b) the undersigned consents to the execution and performance of the foregoing agreement; (c) until the foregoing agreement has been approved by a court of competent jurisdiction, the undersigned personally guarantee Minor's performance of all of her obligations thereunder and assume personal liability therefor; (d) the undersigned agree to be bound by the obligations contained in the foregoing agreement which pertain to the Minor; (e) Manager shall have no obligation to the undersigned; and (f) the undersigned shall indemnify and hold the Manager harmless from any act, error or omission of the undersigned and of Minor.

AGREED TO AND ACCEPTED:



Jamie Spears



Lynn Spears

The legal guardians of Britney Spears,
on behalf of themselves
and their daughter.

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EXHIBIT B

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September 19, 2000

Dear Johnny:

Reference is made to the personal management agreement between us dated January 1999 (the "Agreement"). I am now eighteen (18) years old. For good and valuable consideration, the receipt and sufficiency of which is irrevocably acknowledged, I hereby acknowledge, ratify, affirm and confirm (and waive any actual or alleged right to disaffirm, void, nullify or otherwise terminate on the ground of minority) the Agreement.

Additionally, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this letter will confirm that we have agreed to amend the Agreement in part, as follows:

1. Notwithstanding the commission figure stated in paragraph "6" of the Agreement, commencing January 1, 2001, during each consecutive twelve (12) month period following such date, your commissions shall be reduced by ten (10%) percent (i.e., from 7 3/4 % to 6 3/4 %) on all Gross Receipts from \$20,000,001 to \$30,000,000; by an additional ten (10%) percent (i.e., from 6 3/4 % to 6%) on all Gross Receipts from \$30,000,001 to \$40,000,000; and by an additional ten (10%) percent (i.e., from 6% to 5 1/4 %) on all Gross Receipts exceeding \$40,000,000, on an annual basis. On January 1, 2002, and on January 1st of each subsequent year of the Term, commissions shall resume again at seven and one-half (7 1/2 %) percent with reductions based upon Gross Receipts totals as stated herein for each subject year.

2. Paragraph "1" of the Agreement shall be deleted in its entirety, and in its place the following shall be substituted:

"1. Subject to the terms and conditions of this agreement Artist hereby engages Manager and Manager agrees to act as Artist's personal and career co-manager, representative and advisor for a period of one (1) year from the date of the amendment to this Agreement, to terminate on September 18, 2001, unless extended by the parties hereafter (such period hereinafter referred to as the "Term"). As used herein, the term "Artist" includes all "Controlled Entities" as defined herein."

This shall further serve to ratify and confirm all commission payments heretofore received by you. In all other respects, this shall confirm that all of the terms and conditions of the Agreement are hereby ratified and confirmed in their entirety.

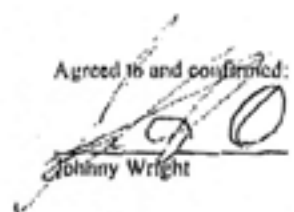
Very truly yours,

Bridley Spears



Agreed to and confirmed:

Johnny Wright



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EXHIBIT C

February 21, 2001

Dear Johnny:

Reference is made to the personal management agreement between us dated January 1999 (the "Agreement"), as amended. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this letter will confirm that we have agreed to amend the Agreement a second time, as follows:

1. Paragraph "1" of the Agreement shall be deleted in its entirety, and in its place the following shall be substituted:

"1. Subject to the terms and conditions of this agreement Artist hereby engages Manager and Manager agrees to act as Artist's personal and career co-manager, representative and advisor for a period of two (2) years from the date of the second amendment to this Agreement, to terminate on February 20, 2003, unless extended by the parties hereafter (such period hereinafter referred to as the "Term"). As used herein, the term "Artist" includes all "Controlled Entities" as defined herein."

This shall further serve to ratify and confirm all commission payments heretofore received by you. In all other respects, this shall confirm that all of the terms and conditions of the Agreement, as amended, are hereby ratified and confirmed in their entirety.

Very truly yours,

Britney Spears

Agreed to and confirmed

Johnny Wright