

Dileo Entertainment Group, Inc.
2 Music Circle South
Suite 208
Nashville, TN 37203

June 5, 2009

Mr. Michael Jackson
c/o Greenberg Traurig, LLP
The Forum
3290 Northside Parkway, Suite 400
Atlanta, CA 30327
Attention: Joel A. Katz, Esq.

Re: Dileo Entertainment Group –w- Michael Jackson

Dear Mr. Jackson:

This letter, when signed by both of us, will set forth the understanding between us with respect to our rendering services as your personal manager and advisor in connection with your entertainment career and shall be binding on each of us until and unless replaced by a more formal agreement:

1. **Term:**

The term of this agreement (the "Term") shall commence on the date hereof and shall continue for two (2) years thereafter.

2. **Scope of Services:** During the Term, we will act as your exclusive personal manager and shall counsel, guide, advise and assist you in all matters pertaining to your entertainment career.

3. **Commissions:** (a) Ten Percent (10%) of all "Gross Monies" (defined below) earned, credited to and/or received by you or on your behalf in connection with materials (including recordings, musical compositions, merchandise and any other creations) created by you and/or services rendered by you pursuant to agreements (or other commitments) entered into during the Term (together with any extensions, amendments, substitutions and/or replacements thereof), regardless of whether such materials are created and/or such services are rendered following the expiration of the Term. All of the foregoing shall collectively be referred to hereunder as "Commissions." For the avoidance of doubt, Commissions shall include income derived from any materials created by you and/or services rendered by you during the Term,

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even if such materials and/or services include materials which were created by you prior to the Term ("Pre-Term Materials"), including, without limitation, any re-packaging and/or re-recording of Pre-Term Materials and/or new performances of Pre-Term Materials. Agreements and/or licenses (or other commitments) shall be deemed to have been entered into "during the Term" if the initial offer or proposal is received during the Term, even if no formal agreement is executed prior to the end of the Term. For the avoidance of doubt, our Commissions shall continue in perpetuity without regard to the expiration of the Term hereunder.

(b) As used herein, "Gross Monies" shall mean all forms of income, payments, compensation and/or any other thing(s) of value, including, salaries, advances, fees, royalties, bonuses, gifts, shares of receipt, stock and stock options, paid to you or on your behalf or applied for your benefit directly or indirectly (i.e., to any corporation, partnership, or other entity in which you have an interest). Notwithstanding the foregoing, Gross Monies shall exclude: actual reasonable recording, production and other recoupable costs of master recordings and audiovisual works (e.g., musicians' fees); all fees, advances and royalties paid to unaffiliated third party record producers, mixers or re-mixers; any monies reasonably paid by or charged to you for an opening act, or for "sound and lights," in connection with your concerts and other live engagements; any income derived by you from any passive business investments, any bona fide third-party loans to you (except to the extent that such loans reduce "Gross Monies" hereunder); all so-called "music publishing income" retained by or payable to third parties including, without limitation, songwriter royalties payable to co-writers and publishing company administration fees and third party co-publisher shares.

(c) In addition, Gross Monies shall also exclude your actual verifiable out of pocket personal living expenses, not to exceed \$ _____ per month and not to exceed \$ _____ per year in the aggregate.

4. **Not An Agent:** You understand and acknowledge that we are not a so-called "employment agent," "booking agent," or "talent agent" and that our duties shall not include the right and/or obligation to obtain employment for you.

5. **Accounting/Audits:** All agreements and/or licenses entered into during the Term shall irrevocably provide for payment of Commissions directly to us. Any of our shares of Gross Monies received by you shall be paid over to us within ten (10) days following your receipt. We shall have the right to audit your books and records with respect to the subject matter of this letter for a period of three (3) years following the payment of the applicable Commissions.

6. **Warranties/Indemnities/Breaches:** Each of us warrant and represent that we have the power and authority to enter into this letter agreement and will indemnify and hold the other harmless against any breach which results in a final judgment or approved settlement. Each party shall have a thirty (30) day right to cure any alleged breach (ten [10] days in the case of payment of monies).

7. **Limited Power of Attorney:** During the Term, we shall have a limited power-of-attorney to authorize the use of your name, pre-approved photographs and pre-approved likenesses for purposes of advertising and publicity in connection with your products and services.

8. **Arbitration:** In the event of any disputes under or relating to the terms of this agreement, or the breach, validity, or legality thereof (herein "claim"), it is agreed that same shall be submitted to arbitration to the American Arbitration Association of Nashville, TN in accordance with the rules promulgated by said association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover any and all reasonable attorney's fees and other costs incurred in the enforcement of the terms of this agreement or by the breach hereof. This arbitration provision shall remain in full force and effect notwithstanding the nature of any claim or defense hereunder.

If forgoing meets with your approval, kindly sign where indicated below and return this letter to us.

Sincerely,

DILEO ENTERTAINMENT GROUP, INC.

By: _____
Frank M. DiLeo

ACCEPTED AND AGREED:

Michael Jackson

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Frank Dileo
Dileo Entertainment Group, Inc.
2 Music Circle South
Suite 208 Nashville, TN 37203
Phone (615) 244-9599
Fax (615) 244-9598