

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 21 , 2016

World Wrestling Entertainment, Inc.

(Exact name of registrant as specified in its charter)

Delaware	001-16131	04-2693383
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
1241 East Main Street, Stamford, CT		06902
(Address of principal executive offices)		(Zip code)

Registrant's telephone number, including area code: (203) 352-8600

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5 .02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On April 21, 2016, the 2016 Annual Meeting of Stockholders (the “Annual Meeting”) of World Wrestling Entertainment, Inc. (the “Company”) was held, at which the Company’s stockholders approved the 2016 Omnibus Incentive Plan (the “Omnibus Plan”). A description of the material terms and conditions of the Omnibus Plan is provided under the heading "PROPOSAL 2 - APPROVAL OF WORLD WRESTLING ENTERTAINMENT, INC. 2016 OMNIBUS INCENTIVE PLAN " starting on page 35 of the Company's Proxy Statement filed with the Securities and Exchange Commission on March 11, 2016, which description is incorporated herein by reference.

Item 5.07 Submission of Matters to a Vote of Security Holders.

(a) and (b) Of the 451,143,874 votes in respect of shares outstanding and entitled to vote at the Annual Meeting, 442,785,443 votes were represented at the meeting, or approximately a 98.14 % quorum. The final results of voting for each matter submitted to a vote of stockholders at the meeting are as follows:

Proposal 1 – Election of Directors

- Elected the following ten individuals to the Board of Directors to serve as directors until the Annual Meeting of Stockholders in 2017 and until their successors have been duly elected and qualified.

	<u>For</u>	<u>Withheld</u>	<u>Broker Non-Votes</u>
Vincent K. McMahon	437,537,718	109,774	5,137,951
Stephanie McMahon	437,204,774	442,718	5,137,951
Paul Levesque	437,202,835	444,657	5,137,951
Stuart U. Goldfarb	437,581,794	65,698	5,137,951
Patricia A. Gottesman	437,550,770	96,722	5,137,951
Laureen Ong	437,586,439	61,053	5,137,951
Joseph H. Perkins	437,576,969	70,523	5,137,951
Robyn W. Peterson	437,582,334	65,158	5,137,951
Frank A. Riddick, III	437,582,576	64,916	5,137,951
Jeffrey R. Speed	437,585,126	62,366	5,137,951

Proposal 2 – Approval of the Company’s 2016 Omnibus Incentive Plan.

- Approved the Company’s 2016 Omnibus Incentive Plan.

<u>For</u>	<u>Against</u>	<u>Abstentions</u>	<u>Broker Non Votes</u>
436,054,992	1,529,269	63,231	5,137,951

Proposal 3 – Approval of Amendment to the Amended and Restated Certificate of Incorporation.

- Approved the Amendment to the Company’s Amended and Restated Certificate of Incorporation to allow Directors to be removed by the stockholders with or without cause.

<u>For</u>	<u>Against</u>	<u>Abstentions</u>	<u>Broker Non Votes</u>
442,364,439	163,619	257,385	0

Proposal 4 – Ratification of Appointment of Independent Auditors

- Ratified the appointment of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for the year ended December 31, 2016. There were 442,639,111 votes for the ratification of the appointment, 103,361 votes against the ratification of the appointment, and 42,971 abstentions.

Proposal 5 – Advisory Vote on Executive Compensation

- In an advisory vote, approved the compensation paid to the Company’s named executive officers as disclosed in the proxy statement pursuant to the compensation disclosure rules of the Securities and Exchange Commission.

<u>For</u>	<u>Against</u>	<u>Abstentions</u>	<u>Broker Non Votes</u>
436,185,163	1,390,934	71,395	5,137,951

Item 9.01 Financial Statements and Exhibits

3.1B	Amendment to Amended and Restated Certificate of Incorporation (incorporated by reference to Annex B to the Proxy Statement filed March 11, 2016).
10.16*	World Wrestling Entertainment, Inc. 2016 Omnibus Incentive Plan (incorporated by reference to Annex A to the Proxy Statement filed March 11, 2016).
10.16A*	Form of Performance Stock Units to the Company’s executive officers under the Company’s 2016 Omnibus Incentive Plan (filed herewith).
10.16B*	Form of Restricted Stock Units to the Company’s executive officers under the Company’s 2016 Omnibus Incentive Plan (filed herewith).

* Indicated management contract or compensatory plan or arrangement.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WORLD WRESTLING ENTERTAINMENT, INC.

Dated: April 21 , 2016

By: /s/ JAMES W. LANGHAM
James W. Langham
SVP, Assistant General Counsel

WORLD WRESTLING ENTERTAINMENT, INC.

AGREEMENT FOR PERFORMANCE STOCK UNITS

THIS AGREEMENT FOR PERFORMANCE STOCK UNITS (this “Agreement”) is entered into as of February __, 2016, by and between World Wrestling Entertainment, Inc., a Delaware corporation (the “Company”), and <Employee Name> a management employee of the Company (the “Employee”).

WHEREAS, the Company’s Board of Directors has approved a 2016 Omnibus Incentive Plan (the “Plan”) and the Company will be seeking approval of the Plan at the 2016 annual meeting (the “Stockholder Approval”);

WHEREAS, the Company intends to make a grant under the Plan of performance stock units (each a “Performance Stock Unit” or “PSU”), which grant shall be conditional upon receipt of the Stockholder Approval and subject to the Company meeting certain prescribed performance criteria and, if those conditions are met, subject to vesting based on Employee’s continued employment with the Company as provided herein ; and

WHEREAS, Employee wishes to receive such Performance Stock Units in accordance with the Plan and this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants stated herein, and intending to be legally bound, the Company and Employee hereby agree as follows:

1. Certain Definitions

Each capitalized term used in this Agreement shall have the meaning ascribed to that term in the Plan unless otherwise defined herein. The following capitalized terms shall have the respective meanings set forth below:

- (a) “Date of Grant” for any PSU shall mean the date hereof.
- (b) “Dividend Units” shall have the meaning ascribed thereto in Section 4.
- (c) “Employee Account” shall have the meaning ascribed thereto in Section 2(b).
- (d) “Performance Criteria” shall mean the performance criteria set forth in Exhibit A hereto.
- (e) “PSU” shall mean a Performance Stock Unit under which Employee shall have the right to receive one Share and Dividend Units (as ascribed thereto in Section 4), accruing as a result of such PSU, upon the Company achieving performance criteria set forth in Exhibit A.

- (f) “Shares” shall mean the shares of the Company’s Class A Common Stock, including any such shares issuable upon the vesting of an PSU or Dividend Unit.

2. Grant of PSUs; Restrictions

- (a) Subject to all terms and conditions of the Plan and of this Agreement, including the Stockholder Approval (and subject to the execution or electronic acceptance of this Agreement by Employee), the Company hereby grants to Employee those PSUs listed in Exhibit A to this Agreement.
- (b) Each PSU shall be recorded in a PSU bookkeeping account maintained by the Company in the name of Employee (the “Employee Account”). The Company’s obligations under this Agreement shall be unfunded and unsecured, and no special or separate fund shall be established and no other segregation of assets shall be made. The rights of Employee under this Agreement shall be no greater than those of a general unsecured creditor of the Company. Employee shall have no rights as a stockholder of the Company by virtue of any PSU unless and until such PSU vests and resulting Shares are issued to Employee, and
 - i. All terms and conditions stated in the Plan and all those stated in this Agreement shall apply to each PSU and Dividend Unit;
 - ii. No PSU or Dividend Unit may be sold, transferred, pledged, hypothecated or otherwise encumbered or disposed by Employee; and
 - iii. Each PSU and Dividend Unit shall remain restricted and subject to forfeiture unless and until it has vested in accordance with the Plan and this Agreement.

3. Performance and Vesting

- (a) Performance; Time Vesting. No Shares may be issued hereunder in excess of those determined by the Performance Criteria. Provided the Company meets the Performance Criteria, the PSUs granted hereunder, at the levels dictated by the Company’s performance vis-à-vis the Performance Criteria, shall vest based on Employee’s continued employment with the Company in three substantially equal annual installments, with the first such installment occurring in the first calendar year after the year for which the Performance Criteria have been met, with actual vest dates for this award outlined in your account at Fidelity under the vesting schedule section. Associated Dividend Units and other dividends and distributions thereon, shall

vest as provided in Section 4(ii). In the event the Performance Criteria are not met, the PSUs and all Dividend Units shall terminate ab initio and be of no further force or effect.

(b) Dividend Unit Vesting. Dividend Units and other dividends and distributions, shall vest as provided in Section 4(ii).

(c) Other Vesting

i. Optional Vesting. Provided Performance Criteria have theretofore been met, the Committee may determine that any other PSUs and Dividend Units shall become vested prior to the dates provided in Section 3(a) based on such factors as the Committee may determine in its sole discretion (including, without limitation and by way of example only, performance of Employee's operating unit, performance of the Company as a whole, benefits of providing additional long-term incentive compensation to Employee in light of the competitive market for Employee's services, severance arrangements, etc.). If the Committee makes such a determination, then such additional PSUs and/or Dividend Units as may be specified by the Committee in such determination shall become vested at the time specified by the Committee in such determination.

ii. Change in Control. If a Change in Control occurs and within twenty-four (24) months thereafter (x) the Employee's employment is terminated by the Company without cause (as determined by the Committee in its sole discretion); or (y) the Employee terminates his or her employment as a result of (i) a decrease in base salary; (ii) a material adverse change in responsibility or reporting structure; or (iii) a change in employment to a location more than twenty-five miles from the place of employment at the time of the Change in Control; provided, in the case of clause (y), the Employee notifies the Company within ninety (90) days of such event and provides the Company thirty (30) days in which to cure. In each case (x) and (y), then all PSUs and Dividend Units shall immediately vest at the target level.

(d) Effects of Vesting. With respect to each PSU and Dividend Unit that vests, the Company shall, within a reasonable time after the vesting (and in no event later than the latest date permitted by Section 409A of the Code), issue one Share to Employee without restrictions under the Plan or this Agreement. Any such issuance shall be subject to all laws (including without limitation those governing withholding of taxes and those governing securities and transfer thereof).

4. Dividend Units; Vesting

With respect to each PSU, whether or not vested, that has not been forfeited (but only between the end of a fiscal period for which the Performance Criteria have been met and the time that the underlying Shares have been issued), the Company shall, with respect to any cash dividends paid to Shares (based on the same record and payment date as the dividends paid on such Shares) accrue into the Employee Account the number of Shares (“Dividend Units”) as could be purchased with the aggregate dividends that would have been paid with respect to such PSU if it were an outstanding Share (together with any other cash accrued in the Employee Account at that time) at the price per Share equal to the closing price on the New York Stock Exchange (NYSE) (or a comparable price, if the Shares are not then listed on the NYSE) on the date of the dividend payment. These Dividend Units thereafter (i) will be treated as PSUs for purposes of future dividend accruals pursuant to this Section 4; and (ii) will vest in such amounts (rounded to the nearest whole Dividend Unit) at the same time as the PSUs with respect to which such Dividend Units were received. Any dividends or distributions on Shares paid other than in cash shall accrue in the Employee Account and shall vest at the same time as the PSUs in respect of which they are made (in each case in the same form, based on the same record date and at the same time, as such dividend or other distribution is paid on such Share).

5. Forfeiture

Except as provided for vesting on termination of employment following a Change in Control as contemplated in Section 3(c)(ii) or vesting as part of a severance arrangement as contemplated in Section 3(c)(i), upon termination of Employee’s employment (regardless of whether caused by resignation, termination by the Company, death, disability or otherwise), each PSU, Dividend Unit and other remaining accrued dividends in the Employee Account, in each case that has not previously vested, shall be forfeited by the Employee to the Company. Employee shall thereafter have no right, title or interest in such unvested PSUs, Dividend Units and accrued dividends and distributions and Employee shall immediately return to the Secretary of the Company any and all documents representing such forfeited items. Upon such termination of employment any vested PSUs, Dividend Units and dividends and distributions thereon that have not been issued and paid in accordance herewith shall immediately be paid or issued, as the case may be, to the Employee (and in all events within such period of time as may be permitted by Section 409A of the Code).

6. No Continuation of Employment

This Agreement shall not give Employee any right to employment or continued employment, and the Company may terminate Employee’s

employment or otherwise treat Employee without regard to any effect such termination may have upon Employee under this Agreement.

7. Terms Subject to Plan

Notwithstanding anything in this Agreement to the contrary, each and every term, condition and provision of this Agreement shall be, and shall be construed to be, consistent in all respects with all terms, conditions and provisions of the Plan. If any term, condition or provision of this Agreement is (or is alleged to be) inconsistent with the Plan in any respect, the Plan shall govern in all circumstances.

8. Entire Agreement: Amendments

This Agreement and the Plan contain all terms and conditions with respect to the subject matter hereof and no amendment, modification or other change hereto shall be of any force or effect unless and until set forth in a writing executed by Employee and the Company (in each case except for such amendments as the Company is expressly authorized hereunder, or under the Plan, to make without Employee's consent). No amendment to the Plan after the date hereof shall affect the terms and conditions hereof in a manner that is adverse to the Employee.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to principles of conflicts of law. If any dispute arises with respect to this Agreement or any matter hereunder, (x) such dispute shall be submitted to the Federal or state courts sitting in the State of Connecticut, with each party waiving any defense to such venue; and (y) each party irrevocably waives its right to a jury trial. The prevailing party shall be reimbursed by the other party for any costs of any proceeding relating to this Agreement in any matter hereunder incurred by the prevailing party, including reasonable attorneys' fees and costs.

10. Taxes

Employee shall be liable for any and all taxes, including withholding taxes, arising out of this grant or the vesting of PSUs or distribution of Shares hereunder. Employee may elect to satisfy such withholding tax obligation by having the Company retain Shares having a fair market value equal to the Company's minimum withholding obligation.

11. Stockholder Approval

The grant of PSUs hereunder is subject to the condition of receiving the Stockholder Approval, and in the event that Stockholder Approval is denied, the PSUs shall terminate *ab initio* and be of no further force and effect.

Pending Stockholder Approval, no PSUs or Dividend Units shall vest and no Shares shall be issued or issuable.

12. International Employee Acknowledgments and Consents.

By signing or electronically acknowledging this Agreement, the Employee agrees to the attached Appendix A if located outside the United States.

IN WITNESS WHEREOF, Employee has executed or electronically acknowledged this Agreement and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

EMPLOYEE WORLD WRESTLING
ENTERTAINMENT, INC.

<Employee Name>

By: /s/ Blake T. Bilstad
Blake Bilstad

Title: SVP, General Counsel & Secretary

Exhibit A

Individual Target PSU Award
<PSU Target Amount>

Performance Criteria

WORLD WRESTLING ENTERTAINMENT, INC. AGREEMENT FOR
RESTRICTED STOCK UNITS

THIS AGREEMENT FOR RESTRICTED STOCK UNITS (this "Agreement") is entered into as of _____ by and between World Wrestling Entertainment, Inc., a Delaware corporation (the "Company"), and <Employee Name> a management employee of the Company (the "Employee").

WHEREAS, the Company's Board of Directors has approved a 2016 Omnibus Incentive Plan (the "Plan") and the Company will be seeking approval of the Plan by the Company's stockholders at their 2016 annual meeting (the "Stockholder Approval");

WHEREAS, the Company intends to make a grant under the Plan of restricted stock units (each a "Restricted Stock Unit" or "RSU"), which grants shall be conditional upon receipt of the Stockholder Approval and subject to vesting based on Employee's continued employment with the Company as provided herein; and

WHEREAS, Employee wishes to receive such Restricted Stock Units in accordance with the Plan and this Agreement, in each case subject to Stockholder Approval as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants stated herein, and intending to be legally bound, the Company and Employee hereby agree as follows:

1. Certain Definitions

Each capitalized term used in this Agreement shall have the meaning ascribed to that term in the Plan unless otherwise defined herein. The following capitalized terms shall have the respective meanings set forth below:

- (a) "Date of Grant" for any RSU shall mean the date hereof.
- (b) "Dividend Units" shall have the meaning ascribed thereto in Section 4.
- (c) "Employee Account" shall have the meaning ascribed thereto in Section 2(b).
- (d) "RSU" shall mean a Restricted Stock Unit under which Employee shall have the right to receive one Share and Dividend Units and other dividends and distributions thereon, accruing as a result of such RSU, upon vesting.
- (e) "Shares" shall mean the shares of the Company's Class A Common Stock, including any such shares issuable upon the vesting of an RSU or Dividend Unit.

2. Grant of RSUs; Restrictions

- (a) Subject to all terms and conditions of the Plan and of this Agreement including the Stockholder Approval (and subject to execution or electronic acceptance of this Agreement by Employee), the Company hereby grants to Employee those RSUs listed in Exhibit A to this Agreement.
- (b) Each RSU shall be recorded in a RSU bookkeeping account maintained by the Company in the name of Employee (the "Employee Account"). The Company's obligations under this Agreement shall be unfunded and unsecured, and no special or separate fund shall be established and no other segregation of assets shall be made. The rights of Employee under this Agreement shall be no greater than those of a general unsecured creditor of the Company. Employee shall have no rights as a stockholder of the Company by virtue of any RSU unless and until such RSU vests and resulting Shares are issued to Employee, and
 - i. All terms and conditions stated in the Plan and all those stated in this Agreement shall apply to each RSU and Dividend Unit;
 - ii. No RSU or Dividend Unit may be sold, transferred, pledged, hypothecated or otherwise encumbered or disposed by Employee; and
 - iii. Each RSU and Dividend Unit shall remain restricted and subject to forfeiture unless and until it has vested in Employee in accordance with the Plan and this Agreement.

3. Vesting

- (a) Time Vesting. The RSUs granted hereunder shall vest based on Employee's continued employment with the Company in three substantially equal annual installments, with the first such annual installment in July 2017. The actual vest dates for this award are outlined on your account at Fidelity under the vesting schedule section for this award. Associated Dividend Units and other dividends and distributions thereon, shall vest as provided in Section 4(ii).
- (b) Dividend Unit Vesting. Dividend Units and other dividends and distributions shall vest as provided in Section 4(ii).
- (c) Other Vesting
 - i. Optional Vesting. The Committee may also determine that any RSUs and/or Dividend Units shall become vested early based on such factors as the Committee may determine in its sole discretion (including, without limitation and by way of example only,

performance of Employee's operating unit, performance of the Company as a whole, benefits of providing additional long-term incentive compensation to Employee in light of the competitive market for Employee's services, severance arrangements, etc.). If the Committee makes such a determination, then such RSUs and/or Dividend Units as may be specified by the Committee in such determination shall become vested at the time specified by the Committee.

ii. Change in Control. If a Change in Control occurs and within twenty-four (24) months thereafter (x) the Employee's employment is terminated by the Company without cause (as determined by the Committee in its sole discretion); or (y) the Employee terminates his or her employment as a result of (i) a decrease in base salary; (ii) a material adverse change in responsibility or reporting structure; or (iii) a change in employment to a location more than twenty-five miles from the place of employment at the time of the Change in Control; provided, in the case of clause (y), the Employee notifies the Company within ninety (90) days of such event and provides the Company thirty (30) days in which to cure. In each case (x) and (y), then all RSUs and Dividend Units shall immediately vest.

(d) Effects of Vesting. With respect to each RSU and Dividend Unit that vests, the Company shall, within a reasonable time after the vesting (and in no event later than the latest date permitted by Section 409A of the Code), issue one Share to Employee without restrictions under the Plan or this Agreement. Any such issuance shall be subject to all laws (including without limitation those governing withholding of taxes and those governing securities and transfer thereof).

4. Dividend Units; Vesting

With respect to each RSU, whether or not vested, that has not been forfeited (but only until the underlying Shares are issued), the Company shall, with respect to any cash dividends paid to Shares (based on the same record and payment date as the dividends paid on such Shares) accrue into the Employee Account the number of Shares ("Dividend Units") as could be purchased with the aggregate dividends that would have been paid with respect to such RSU if it were an outstanding Share (together with any other cash accrued in the Employee Account at that time) at the price per Share equal to the closing price on the New York Stock Exchange (NYSE) (or a comparable price, if the Shares are not then listed on the NYSE) on the date of the dividend payment. These Dividend Units thereafter (i) will be treated as RSUs for purposes of future dividend accruals pursuant to this Section 4; and (ii) will vest in such amounts (rounded to the nearest whole Dividend Unit) at the same time as the RSUs with respect to which such Dividend Units were received. Any dividends or distributions on Shares paid other than in cash shall accrue in the Employee

Account and shall vest at the same time as the RSUs in respect of which they are made (in each case in the same form, based on the same record date and at the same time, as such dividend or other distribution is paid on such Share).

5. Forfeiture

Except as provided for vesting on termination of employment following a Change of Control as contemplated in Section 3(b)(ii) or vesting as part of a severance arrangement as contemplated in Section 3(b)(i), upon termination of Employee's employment (regardless of whether caused by resignation, termination by the Company, death, disability or otherwise), each RSU, Dividend Unit and other remaining accrued dividends in the Employee Account, in each case that has not previously vested, shall be forfeited by the Employee to the Company. Employee shall thereafter have no right, title or interest in such unvested RSUs, Dividend Units and accrued dividends and distributions and Employee shall immediately return to the Secretary of the Company any and all documents representing such forfeited items. Upon such termination of employment, any vested RSUs, Dividend Units and dividends and distributions thereon that have not already been paid or issued shall immediately be paid or issued, as the case may be, to the Employee (and in no event later than the latest date permitted by Section 409A of the Code).

6. No Continuation of Employment

This Agreement shall not give Employee any right to employment or continued employment and the Company may terminate Employee's employment or otherwise treat Employee without regard to any effect such termination may have upon Employee under this Agreement.

7. Terms Subject to Plan

Notwithstanding anything in this Agreement to the contrary, each and every term, condition and provision of this Agreement shall be, and shall be construed to be, consistent in all respects with all terms, conditions and provisions of the Plan. If any term, condition or provision of this Agreement is (or is alleged to be) inconsistent with the Plan in any respect, the Plan shall govern in all circumstances.

8. Entire Agreement: Amendments

This Agreement and the Plan contain all terms and conditions with respect to the subject matter hereof and no amendment, modification or other change hereto shall be of any force or effect unless and until set forth in a writing executed (or electronic acknowledgement made) by Employee and the Company (in each case except for such amendments as the Company is expressly authorized hereunder, or under the Plan, to make without Employee's consent). No amendment to the Plan after the date hereof shall affect the terms and conditions hereof in a manner that is adverse to the

Employee.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to principles of conflicts of law. If any dispute arises with respect to this Agreement or any matter hereunder, (x) such dispute shall be submitted to the Federal or state courts sitting in the State of Connecticut, with each party waiving any defense to such venue; and (y) each party irrevocably waives its right to a jury trial. The prevailing party shall be reimbursed by the other party for any costs of any proceeding relating to this Agreement in any matter hereunder incurred by the prevailing party, including reasonable attorneys' fees and costs.

10. Taxes

Employee shall be liable for any and all taxes applicable to one's tax situation. Taxes may include but not be limited to withholding taxes and any related social security contributions, arising out of this grant or the vesting of RSUs or distribution of Shares hereunder. Employee may elect to satisfy such withholding tax obligation by having the Company retain Shares having a fair market value equal to the Company's minimum withholding obligation.

11. Stockholder Approval

The grant of RSUs hereunder is subject to the condition of receiving the Stockholder Approval, and in the event that Stockholder Approval is denied, the RSUs shall terminate ab initio and be of no further force and effect. Pending Stockholder Approval, no RSUs or Dividend Units shall vest and no Shares shall be issued or issuable.

12. International Employee Acknowledgments and Consents.

By signing or electronically acknowledging this Agreement, the Employee agrees to the attached Appendix A if located outside the United States.

IN WITNESS WHEREOF, Employee has executed or electronically acknowledged this Agreement and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

EMPLOYEE WORLD

WRESTLING ENTERTAINMENT, INC.

By: /s/ Blake T. Bilstad
Blake T. Bilstad

Exhibit A

Number of RSUs granted