WORLD WRESTLING ENTERTAINMENTINC

FORM 10-K
(Annual Report)

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-K

(X) ANNUAL REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the fiscal year ended April 30, 2000

or

( ) TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE SECURITIES
EXCHANGE ACT OF 1934

For the transition period from_____ to _____

Commission file number 0-27639

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.

(Exact name of Registrant as specified in its charter)

Delaware	04-2693383
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1241 East Main Street
Stamford, CT 06902
(203) 352-8600

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT

Class A Common Stock, $.01 par value per share	Nasdaq National Market
(Title of each class)	(Name of each exchange on which registered)

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT

None

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes X No_____

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Aggregate market value of the voting stock held by non-affiliates of the Registrant at July 28, 2000 was approximately $341,411,350.

As of July 28, 2000, the number of shares outstanding of the Registrant's Class A common stock, par value $.01 per share, was 16,170,384 and the number of shares outstanding of the Registrant's Class B common stock, par value $.01 per share, was 56,667,000 shares.

The Registrant's definitive proxy statement for the 2000 Annual Meeting of Stockholders is incorporated by reference in Part III of this Form

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* Incorporated by reference from the Registrant's Proxy Statement for the 2000 Annual Meeting of Stockholders (the "Proxy Statement").

PART I

Item 1. Business

We are an integrated media and entertainment company, principally engaged in the development, production and marketing of television programming, pay-per- view programming and live events, and the licensing and sale of branded consumer products featuring our highly successful World Wrestling Federation brand. We have been involved in the sports entertainment business for over 20 years, and have developed the World Wrestling Federation into one of the most popular forms of entertainment today. We are utilizing this experience in the creation of the XFL, a professional football league, which will begin its inaugural season in February 2001. See "New Business Developments" for a further discussion of the XFL. We have experienced significant growth in many aspects of our business. We believe this growth has been driven by a series of management decisions initiated to reposition our business. These decisions included:

. Expanding our story lines through the further integration of contemporary themes;

. Increasing our focus on the continuous development of talented young performers to supplement our pool of established talent;

. Developing additional weekly television programming and intensifying our pay-per-view marketing efforts to expand our audience;

. Bringing the distribution of home videos and the publication and distribution of direct mail catalogs in-house;

. Expanding the licensing and direct sale of our branded merchandise;

. Negotiating agreements to expand our rights to sell advertising time on our television programming; and

. Establishing a presence on the Internet to further promote our brand, generate additional revenue streams, and provide our fans with a channel for interactive communication.

Our objectives are to broaden our leadership position in the creation, production and promotion of our form of televised and live entertainment events and to leverage our technical and operating skills to pursue complementary entertainment-based business opportunities. Some of the key elements of our strategy are to:

. Continue to produce high quality, branded programming, live events and consumer products for worldwide distribution;

. Expand our existing television and pay-per-view distribution relationships and develop broader distribution arrangements for our branded programming worldwide;

. Increase the licensing and direct sales of our branded products through our distribution channels;

. Further develop the Internet as an entertainment and advertising platform;

. Form strategic relationships with other media and entertainment companies, such as National Broadcasting Company, Inc. ("NBC") and CBS and its parent company Viacom Inc. ("Viacom / CBS"), to further promote our brand and our products and to develop new brands, such as the XFL;

. Develop new non-core programming; and

. Grow location-based entertainment sites, such as our recently acquired WWF NY themed complex in Times Square.

In October 1999, we sold 11,500,000 shares (including the underwriters' overallotment of 1,500,000 shares) of Class A common stock to the public at an initial offering price of $17.00 per share. World Wrestling Federation Entertainment, Inc., formerly known as Titan Sports, Inc., was incorporated in Delaware in 1987, and in 1988 we merged with our predecessor company, which had existed since 1980. Our operations include our wholly-owned subsidiaries, World Wrestling Federation Entertainment Canada, Inc., Stephanie Music Publishing Inc., WWF Hotel and Casino Ventures, LLC, TSI Realty Company, Event Services, Inc., WWF New York, Inc., WWFE Sports, Inc. and our majority owned subsidiary, Titan/Shane Partnership. WWFE Sports, Inc. owns 50% and currently has operating control of XFL, LLC which is a new venture established with NBC.

In this Annual Report on Form 10-K, "WWF" refers to World Wrestling Federation Entertainment, Inc. and its subsidiaries and its predecessors, unless the context otherwise requires. References to "we," "us," "our" and the "Company" refer to WWF and its subsidiaries. World Wrestling Federation and the World Wrestling Federation logo are two of our marks. The Annual Report on Form 10-K also contains other of our trademarks and trade names as well as those of other companies. All trademarks and trade names appearing in this report are the property of their respective holders.

Creative Development and Production

We believe that we have developed the World Wrestling Federation brand into one of the most recognizable sports entertainment brands in the world. We believe our brand can be further leveraged to enhance our existing businesses by:

. Continuing to develop creative story lines, entertaining characters, exciting live events and televised programming;

. Recruiting, developing and maintaining a roster of highly skilled athletes who have the physical presence, acting ability and charisma to develop into popular performers;

. Promoting our brand identity through sponsorships, licensing, marketing, advertising and other activities featuring our performers; and

. Providing opportunities for our performers to utilize their talents in other forms of television programming and film projects.

Our creative team, headed by Vincent McMahon, develops soap opera-like story lines employing the same techniques that are used by many successful dramatic television series. The interactions among the characters reflect a wide variety of contemporary topics, often depicting exaggerated versions of real life situations and typically containing "good versus evil" or "settling the score" themes. Story lines are usually played out in the wrestling ring, our main stage, and typically unfold on our weekly television shows and monthly pay- per-view events. Woven into the story lines is the ongoing competition for the various World Wrestling Federation Championship titles.

In addition, our creative team develops a character for each performer. Once a character's basic traits have been formulated, we work to define and emphasize those traits through various accessories, including costumes and entrance music. We own the rights to substantially all of our characters, and we exclusively license the rights we do not own through agreements with our performers.

Our success is, in large part, due to the continuing popularity of our performers. We currently have exclusive contracts with approximately 120 performers, ranging from development contracts with prospective performers to long term guaranteed contracts with established performers. These contracts vary depending upon a number of factors, including the individual's popularity with our audience, his or her skill level, his or her prior experience and our needs.

Our performers are independent contractors who are highly trained and motivated and portray popular characters such as Stone Cold Steve Austin, The Rock, The Undertaker, Triple H, Chyna, Kane and Kurt Angle. We constantly seek to identify, recruit and develop additional performers for our business. Once recruited, established performers are immediately incorporated into our story lines while less experienced performers are invited to participate in our extensive training program. Under agreements with regional promotors of wrestling events in, among other places, Southern California, Kentucky, and Tennessee promising candidates are often "loaned" to the regional promoters allowing these new performers to hone their skills by working in front of live audiences and appearing on local television programs. The most successful and popular performers are then incorporated into our television programming and pay-per-view events where their characters are more fully developed.

With limited exceptions, we retain all proprietary rights in perpetuity to any intellectual property that is developed in connection with the characters portrayed by our performers. This includes the character and any associated costumes, names, props, story lines and merchandise. Our performers share in a portion of the revenues that we receive. We believe that our relationships with our performers are generally satisfactory.

Live and Televised Entertainment

Live events, television shows and pay-per-view programming are our principal creative and production activities. Revenues from these activities were approximately $265.5 million, $170.1 million and $92.6 million in fiscal 2000, 1999 and 1998, respectively. For additional segment information, see Note 15 of Notes to Consolidated Financial Statements.

Live Events

Live events are the cornerstone of our business and provide the content for our television and pay-per-view programming. Each event is a highly theatrical production, which involves a significant degree of audience participation and employs various special effects, including lighting, pyrotechnics, powerful entrance music, and a variety of props.

In fiscal 2000, we held approximately 206 live events in approximately 100 cities in North America, including 18 of the 20 largest metropolitan areas in the United States, as well as several international locations. Attendance at our live events was 2.5 million, 2.3 million and 1.6 million for the fiscal years ended April 30, 2000, 1999 and 1998, respectively.

Over this period, we have consistently held our live events at major arenas, such as Madison Square Garden in New York City, Arrowhead Pond of Anaheim, Allstate Arena in Chicago, First Union Center in Philadelphia and Fleet Center in Boston.

We promote our live events through a variety of media, including television, radio, print, and the Internet. Our revenues from the live events are primarily derived from ticket sales, with prices for most live events averaging approximately $27 per ticket. At Wrestlemania, our premier event, a ringside seat, including the souvenir chair, sells for up to $400. The operator of a venue at which our live event is held typically receives a fixed fee or a percentage of the revenues from ticket and merchandise sales for use of the venue.

Television Programming

We are an independent producer of television programming. Relying primarily on our in-house production capabilities, we produce seven shows consisting of nine hours of original programming 52 weeks per year.

Four of our seven television shows are currently carried by the USA Network ("USA"), which is available in approximately 78 million households in the United States. These include our flagship two-hour production, Raw is War, and Sunday Night Heat, both of which air in prime time, and Live Wire and Superstars, post- produced "magazine" type shows that air on Saturday and Sunday mornings, and are edited with younger viewers in mind. We also produce WWF Metal and WWF Jakked, which are shown by over 138 broadcast stations across the country in syndication. Our newest show, WWF SmackDown!, which first aired in August 1999, is a two-hour prime-time program on the United Paramount Network ("UPN"), which is available in approximately 86 million households in the United States. We voluntarily designate the suitability of each of our shows using standard television industry ratings.

We anticipate that, effective September 25, 2000, our five hours of programming currently airing on USA Network will be broadcast on cable networks owned by Viacom/CBS. See "New Business Developments" for further information.

According to the Nielsen ratings service, Raw is War was the number one rated regularly scheduled show on cable television for 32 weeks during our fiscal year ended April 30, 2000, achieving an average weekly rating of 6.2. In addition, since its inception, WWF SmackDown! has been the number one rated weekly program on UPN, achieving an average weekly rating of 4.7. In fiscal 2000, Sunday Night Heat achieved an average weekly Nielsen rating of 3.5. Based on these ratings, for the year ended April 30, 2000, Raw is War averaged approximately 6.7 million viewers weekly, Sunday Night Heat averaged approximately 3.8 million viewers weekly and, since its inception, WWF SmackDown! averaged 6.6 million viewers weekly.

Our programming is principally directed to audiences aged 18 to 34. In the past couple of years, it has become particularly popular with two groups that are highly coveted by advertisers: males aged 18 to 34 and teenagers aged 12 to 17.

We sell advertising time on our television programs to over 110 major advertisers and sponsors. Advertising time and customized sponsorship programs are sold directly by our New York, Chicago and Toronto-based sales forces since we are uniquely positioned to offer comprehensive advertising programs across all of our media outlets, including our television shows, magazines, Internet sites, and various live and pay-per-view events. We believe our ability to offer our advertisers and sponsors such a comprehensive program enables us to maximize the value of the advertising time in our television programs.

In September 1998, we entered into an arrangement with the USA Network pursuant to which we have the right to sell a substantial majority of the advertising inventory in our shows in exchange for our obligation to pay the network the greater of a fixed percentage of our net advertising revenues or a minimum guaranteed amount. We anticipate that this agreement will be replaced with the new agreement with Viacom/CBS. We also have an arrangement with UPN, pursuant to which we sell a substantial majority of the advertising inventory in WWF SmackDown!, which began airing in August 1999, in exchange for our obligation to pay the network the greater of a fixed percentage of our net advertising revenues, less production costs, or a minimum guaranteed amount.

We also sell sponsorships designed to meet the promotional needs of advertisers. These range from presenting the Slam Of The Week, a 35-second spot that airs within our television programs, to sponsoring our annual Wrestlemania event. Through these sponsorships, we offer advertisers a full range of our promotional vehicles, including television, Internet and print advertising, arena signage, on-air announcements and special appearances by our performers. We advertise products from some of the leading companies in the food and beverage, video game, toy, movie and television studio and telecommunications industries, among others.

Our state-of-the-art facility in Stamford, Connecticut, which houses our television and music recording studios and post-production operations, is staffed by 84 employees, including producers, directors, editors, cameramen, audio engineers, graphic designers, English and Spanish-speaking announcers and an administrative staff that oversees the production schedule. Our staff is augmented by freelance technicians who assist in our remote television broadcasts. We plan to expand our facility and continue to upgrade our production equipment as necessary.

Pay-Per-View Programming

Each pay-per-view event is a live three-hour event that we intensively market and promote through our television shows, our Internet sites, and a variety of other promotional campaigns.

We have been pioneers in both the production and promotion of pay-per-view events, since our first pay-per-view event, Wrestlemania, in 1985. By fiscal 1996, we increased our domestic pay-per-view offerings to 12 per year. Our events consistently rank among the pay-per-view programs achieving the highest number of buys. In fiscal 2000, we had approximately 6.8 million buys for these events. Wrestlemania 2000 which aired in April 2000 had approximately 0.8 million buys, making it one of the most subscribed pay-per-view programs ever.

Pay-per-view buys of our events have more than doubled over the past three fiscal years, increasing to 6.8 million in fiscal 2000 from 5.4 million in fiscal 1999 and 2.9 million in fiscal 1998.

Our premier event, Wrestlemania, has a suggested retail price of $39.95 and each of our other 11 domestic pay-per-view events has a suggested retail price of $29.95. Consistent with industry practices, we share the revenues with the cable systems and pay a fee to inDemand, the leading distributor of pay-per-view programming in the United States.

Currently, pay-per-view is available to approximately 44 million cable subscribers in the United States, or approximately 55% of total cable subscribers. inDemand has the capacity to distribute our pay-per-view broadcasts to approximately 28 million cable subscribers. We use other distribution channels to reach the balance of such cable subscribers in the United States. We also have arrangements with DIRECTV and a growing number of other satellite distributors to further increase the potential subscriber base of our pay-per- view events.

International

During fiscal 2000, we continued to grow internationally. Our programs are viewed in over 150 countries and in 11 different languages. We recently signed a five year contract with BSkyB and a one year contract with Channel 4 in the United Kingdom to air our programs weekly and signed agreements with Canal Plus in France and Premiere in Germany. In fiscal 2001, we expect to continue to expand our reach into other markets around the world.

The BSkyB and Channel 4 contracts have significantly expanded our access to the UK market. In May 2000, our UK pay-per-view special generated a 65% increase in buys as compared to our fiscal 2000 UK pay-per-view special. In connection with our agreement with BSkyB, we are committed to have a minimum of two UK pay- per-view programs during each fiscal year through April 30, 2003.

Branded Merchandise

We offer a wide variety of branded retail merchandise through both a well- developed domestic and international licensing program and a comprehensive direct sales effort. We and our licensees market this merchandise through a variety of distribution channels, including mass market and specialty retailers, concession stands at our live events, and our television programs, Internet sites, magazines and direct mail catalogs.

Our revenues from the sale of our branded merchandise were approximately $113.8 million, $ 81.4 million and $33.6 million in fiscal 2000, 1999 and 1998, respectively. For additional segment information, see Note 15 of Notes to Consolidated Financial Statements.

Licensing and Direct Sales

We have a well-developed domestic and international licensing program using our World Wrestling Federation mark and logo, copyrighted works and characters on thousands of retail products, including toys, video games, apparel, and a wide assortment of other items. As part of our strategic repositioning in 1997, we began to expand aggressively the number of licensees from less than 50 to approximately 125. In all of our licensing agreements, we retain creative approval over the design, packaging and location of, and the promotional material associated with, all licensed products to maintain the distinctive style, look and quality of our intellectual property and brand. Our licensing agreements provide that we receive a percentage of the wholesale revenues as a royalty and require minimum guarantees with periodic advances. In addition to our in-house staff, we contract with outside agents to identify, develop and monitor our licensing arrangements. In fiscal 2000, we estimated retail revenues from the sale of our branded merchandise through our licensees at approximately $625.0 million.

Our direct merchandise operations consist of the design, marketing and sale of various products, such as shirts, caps and other items, all of which feature our characters or our World Wrestling Federation logo. All of these products are designed by our in-house creative staff and manufactured by third parties. The merchandise is sold at our live events under arrangements with the arenas, which receive a percentage of the revenues. Our merchandise is also sold through internally developed catalogs, which are distributed periodically as part of World Wrestling Federation Magazine and

RAW Magazine. We also sell merchandise on a direct basis via our television shows and our wwfshopzone.com Internet site.

Home Video

We own and continue to amass a video library containing thousands of hours of programming from our pay-per-view events and our television shows dating back to the 1970s. Beginning in the mid-1980s, this library was used in the production and sale of home videos by a licensee. In 1998, we began to produce and market home videos in-house. In addition to producing videos from our library footage, we create new videos utilizing original footage produced specifically for this purpose. We create master tapes and contract with a third party to duplicate and distribute the videos to retailers nationwide, such as Blockbuster Video, Wal-Mart and Target. Our videos are sold at retail sales prices ranging from $14.95 to $39.95.

Unit sales in fiscal 2000 of in-house operations were approximately 2.6 million units. Our home video revenues are derived from sales through approximately 40 unaffiliated distributors and/or direct customers. According to Billboard Magazine, seven of our home videos ranked among the top 10 best selling home videos in the "Sports" category as of July 3, 2000.

Music

Music is an integral part of the entertainment experience at our live events and on our television programs. We compose and record theme songs tailored to our characters in our recording studio in Stamford, Connecticut. We and a third-party music publisher own the musical composition rights to this music and we own all of the sound recording rights to our master recordings. A third party manufactures, markets and distributes CDs of our music to retailers nationwide, such as MusicLand, K-Mart, Wal-Mart, Best Buy, and Transworld.

Recently, we hired a president of our newly created record division who will be responsible for the entire business, including the publishing, marketing and distribution of our music. During fiscal 2001, we plan to release a rock compilation, which will be our first album with Columbia Records, a unit of Sony Music Entertainment. Our long-term business plan is to attract recording artists to record their music under our own label.

Five albums containing our music have been released. Our two recent compilations containing WWF music, WWF Aggression, reached number eight on the Billboard Top 200 Album Chart and achieved gold status, selling approximately 0.5 million units as of July 3, 2000 and WWF The Music Volume IV reached number four on the Billboard Top 200 Album Chart and achieved platinum status, selling approximately 1.1 million units as of July 3, 2000.

Publishing

Our publishing operations consist primarily of two monthly magazines, World Wrestling Federation Magazine and RAW Magazine, which are used to help shape and complement our story lines in our television programs and at our live events. We also include our direct marketing catalog in our magazines on a quarterly basis. The magazines include color photographs taken at recent live events, biographies and features of our performers, and human interest articles. Our combined newsstand and combined subscription circulations approximated 4.0 million and 2.8 million, respectively, in fiscal 2000.

Our in-house publishing and editorial departments prepare all of the editorial content and use outside contractors to print and distribute the magazines to subscribers and newsstands.

During fiscal 2000, through our licensee ReganBooks, we released two hardcover autobiographies of our performers, "The Rock Says..." and "Mankind:
Have a Nice Day". Both books reached number 1 on The New York Times Bestsellers List. During fiscal 2001, through ReganBooks, we will be releasing autobiographies on Chyna and the Fabulous Moolah, as well as Mick Foley's holiday book, a historical look at Wrestlemania and a WWF cookbook.

New Media

We utilize the Internet to promote our brand, create a community experience among our fans, and market and distribute our various products. Through our network of Internet sites, our fans can purchase our branded merchandise on- line, obtain our latest news and information, including content that is accessible only on-line, stay abreast of our evolving story lines, tap into interactive chat rooms to communicate with each other and our performers, and experience archived video and audio clips of performers and previous media events. We also offer users the ability to purchase our webcast pay-per-view events. We promote wwf.com on our televised programming, at our live events, in our two monthly magazines and in substantially all of our marketing and promotional materials. In addition to wwf.com, our network of sites includes, among others, wwfshopzone.com, stonecold.com, therock.com, wwfdivas.com and wwfecorpbiz.com.

Our desirable demographics, combined with the volume of traffic on our network of Internet sites, enable us to attract prospective advertisers for our web sites. Advertising on our network of sites is priced on a cost per million basis determined by page impressions and is primarily sold directly by us. In fiscal 2000, we established a dedicated Internet advertising sales force to market our sites to current and prospective advertisers. Our Internet advertising revenues increased to $6.9 million in fiscal 2000 from $0.8 million in fiscal 1999.

Our Internet presence has been expanding at a rapid rate. We have experienced a significant increase in the number of people visiting our sites and purchasing our products via the Internet. In the month of April 2000, our main site, wwf.com, generated approximately 200 million page views as compared to 86 million page views in April 1999 and according to PC Data Online, we had approximately 4.4 million visitors in April 2000 as compared to 1.8 million in April 1999. The 4.4 million visitors spent an average of 24 minutes on our site. In April 2000, we were the fourth ranked sports-only web site among all audiences, behind ESPN, SportsLineUSA and CNNSI; and among males aged 12 to 17, we were the third ranked entertainment and news information web site.

New Business Development

As part of our strategy to broaden our leadership position in the creation, production and promotion of our brand and to further leverage our technical and operating skills and to pursue new brands and complementary businesses, we have agreed to enter into a strategic alliance with Viacom/CBS, established a new professional football league called the XFL with NBC and purchased a WWF themed entertainment complex from our licensee in New York City.

New Television Distribution Agreement

In April 2000, we agreed to enter into a strategic alliance with Viacom/CBS. This alliance will allow us to broaden our viewing audience by providing us access to a variety of television networks and other operations from which we can promote our brand and distribute our programs. Under this agreement, effective with the television season beginning in September 2000 and continuing through the television season ending September 2005, five hours of our programming, currently broadcast by USA Network, will be moved to cable networks owned by Viacom/CBS. Our flagship program, Raw is War as well as our post produced programs, Live Wire and Superstars, will air on The TNN Network ("TNN") and Sunday Night Heat will air on Music Television ("MTV"). The combined effect of cross promotion among a number of networks, and the inclusion of our program on MTV with its large and youthful demographic is expected to continue to increase exposure of our brand to our target audience. As with our current television contract, we will sell a substantial majority of the commercial advertising for the TNN programs. Sales of commercial advertising for Sunday Night Heat on MTV will be made by the MTV sales force. The contract provides for lower participation percentages and substantially reduced minimum advertising guarantees. The contract also significantly increases rights fees paid to us for these programs and provides additional compensation, including allowing us to produce up to seven specials a year, at our discretion, for mutually agreed upon rights fees. The effectiveness of the Viacom/CBS alliance is conditioned upon our prevailing in USA's appeal of a decision favorable to us in litigation brought by USA. See "Legal Proceedings."

XFL

As part of our strategy to create new brands, we determined that there is a significant amount of fan interest in a new professional football league, and we developed a business plan to establish a league called the XFL. To implement the plan, we have entered into a venture with NBC to own and fund the league. Commencing in February 2001, the XFL will begin its inaugural season with eight teams playing a total of ten regular season games, culminating with two play-off games and the XFL championship game. NBC will broadcast XFL regular season and championship games. The season will coincide with the end of the National Football League's ("NFL") regular season, playoffs and Super Bowl, where fan interest is at its peak. We intend to capitalize on this interest and established viewing patterns for the NFL. The eight cities selected are Chicago, New York/New Jersey, Los Angeles, San Jose, Las Vegas, Birmingham, Memphis and Orlando.

Each of the teams will have an active roster of 38 players and a taxi squad of seven players. It is anticipated that a substantial portion of the player's compensation will be derived from bonus money for each game won during the regular season and a share in the $1.0 million XFL championship bonus pool, while earning a modest base salary. Total player compensation, including bonus pools for games won, will be determined on an annual basis by the league office.

On a weekly basis, one game will air during prime-time Saturday nights on NBC, one game will air during prime-time on Sunday evenings on UPN and a third game will air at a time and on a cable network that has yet to be determined. We are currently exploring several possible cable networks to air the third game. Our intention is to implement rule and other changes designed to produce a faster paced, hard hitting brand of football. We also plan to have the viewers more involved in the game by allowing them wider access to the action on and off the field.

As of July 14, 2000 we have hired approximately 28 employees, which include five team general managers. Over the next three to four months we expect to have all of our general managers and head coaches selected as well as our administrative staff hired. In addition, we have received over 15,000 applications for football players and intend to have our league player draft in October, with several mini-training camps and a four week training camp in January 2001.

WWF NY

In January 2000, one of our licensees opened a WWF themed entertainment complex in Times Square. In light of the high visibility of the complex and its importance to our brand, in May 2000 we purchased this complex for approximately $24.5 million and took over management of its operations, believing that we could further enhance the complex as an entertainment destination. In addition, we spent approximately $3.7 million on audio/visual equipment for the complex and expect to make additional capital expenditures of $2.0 million to $3.0 million during fiscal 2001. Our business plan for the entertainment complex is based on our ability to attract our fans to a specific location and to provide a high level of entertainment. The complex will provide our fans with interactive entertainment, including from time to time:

. the production of various daily afternoon television shows in addition to other television programming,
. the airing of our regularly scheduled TV shows and pay-per-views,
. the backdrop for our post-produced 'magazine shows', Livewire and Superstars,
. the potential showcase of some of our up and coming rock groups and acts,
. ongoing appearances by our performers and autograph sessions, and
. the potential of a disco night club.

The 46,500 foot complex includes a stage area, night club, restaurant, full service bar, and a retail store.

Competition

As an entertainment company, we compete for entertainment and advertising dollars with other entertainment and leisure activities. Our live events face competition from professional and college baseball, basketball, hockey and football, among other activities, in most cities in which we hold those live events. We also compete for attendance, broadcast audiences and advertising revenue with a wide range of alternative entertainment and leisure activities.

We compete in the sports entertainment business as it relates to wrestling on a national basis primarily with World Championship Wrestling ("WCW"). We compete with WCW in all aspects of our business, including viewership, access to arenas, the sale and licensing of branded merchandise and distribution channels for our televised programs. We also directly compete to find, hire and retain talented performers. WCW has substantially greater financial resources than we do and is affiliated with television cable networks on which WCW's programs are aired. Notwithstanding, we believe that our sports entertainment product is highly differentiated from those of our competitors by our creative capabilities, production values, character development, and story lines. Other sources of competition in our sports entertainment market are regional promoters of wrestling events.

With the introduction of the XFL, in addition to non-sports programming, we will compete for viewership with the NBA and NHL. We will compete for players with, among others, the CFL (Canadian Football League) and the AFL (Arena Football League).

In addition to a wide variety of clubs and other entertainment centers in the New York metropolitan area, WWF NY competes with themed and other restaurants in the Times Square area. We feel, however, that our loyal fans will be drawn to the entertainment complex when they are in New York.

Trademarks and Copyrights

We have a portfolio of approximately 1,500 registered and pending trademarks and service marks worldwide and maintain a catalog of approximately 5,000 registered copyrights on all of our merchandise containing artwork, including merchandise, music, photographs, books and magazines, videos and apparel art. The focus of our registration effort is to register marks and works which embody our trademarked and copyrighted characters portrayed by our performers and which encompass images, likenesses or names of these characters, commonly referred to as their trade dress. On an annual basis, we register approximately 300 copyrights, trademarks and service marks covering all of the merchandise, publications, home videos, programming and characters featured in our story lines. We currently own over 350 Internet web domain names and have a network of developed sites, which contribute to the exploitation of our trademarks and service marks worldwide. We have the right to use the initials "WWF" as a servicemark and trademark for our sports entertainment services. In 1994, we entered into an agreement with an unaffiliated third party, WWF-World Wide Fund for Nature (the "Fund"), a nonprofit environmental conservation organization, that sets forth limitations with respect to our use of these initials domestically and internationally. This agreement did permit our use of the then-current World Wrestling Federation logo anywhere in the world. Our current World Wrestling Federation logo contains the initials "WWF" in a highly- stylized way and is a separate and independently recognized commercial impression. While we believe that the logo is not restricted by the agreement, the Fund has initiated litigation seeking injunctive relief and damages for alleged breaches of the agreement. See "Legal Proceedings." We vigorously enforce our intellectual property rights by, among other things, searching the Internet to ascertain unauthorized use of our intellectual property, seizing goods at our live events that feature unauthorized use of our intellectual property and seeking restraining orders in court against any individual or entity infringing on our intellectual property rights.

Employees

As of July 3, 2000, excluding our XFL and WWF NY operations, we had 362 full-time employees. Of that total, 130 were primarily engaged in organizing and producing live performances and television and pay-per-view shows, 71 were primarily engaged in licensing, merchandising and consumer product sales, and 161 were primarily engaged in management and administration. Our in-house production staff is supplemented with contract personnel on an as needed basis.

To support the XFL, we anticipate hiring approximately 300 employees over the next three to four months. These new employees include individual team general managers, head coaches, coaching staffs and other football personnel in addition to league and team administrative staff. Additionally, we will sign over 350 football players to contracts after the annual player draft and subsequent tryout camps in the fall of 2000. As of July 14, 2000, we had 28 full-time XFL employees.

As of July 3, 2000, we had approximately 216 full time employees at the WWF NY complex. Of that total, 26 were engaged in the management and administration and 190 were hourly employees engaged in the food service and entertainment aspects of the complex.

We believe that our relationships with our employees are generally satisfactory. None of our employees is represented by a union.

Item 2. Properties

We maintain our executive offices, television and music recording studios, post-production operations and warehouses at locations in or near Stamford, Connecticut, and sales offices in New York, Chicago, and Toronto, Canada.

We own the buildings in which our executive and administrative offices, our television and music recording studios and our post-production operations are located. We lease space for our sales offices, our warehouse facilities and our entertainment complex. While we believe that our facilities are adequate for our current needs, over the next year we plan to expand our studios, as necessary and, as a matter of policy, will continue to invest in new equipment in order to maintain our state-of-the-art facility.

Our principal properties consist of the following:

Facility (1)	Location	Square Feet	Owned/Leased	Expiration Date of Lease
Executive offices	Stamford, CT	114,300	Owned	--
Production studios	Stamford, CT	39,900(2)	Owned	--
Sales office	New York, NY	10,075	Leased	July 15, 2008
Sales office	Toronto, Canada	3,311	Leased	April 30, 2004
Sales office	Chicago, IL	347	Leased	May 31, 2001
Warehouse	Trumbull, CT	20,000	Leased	August 9, 2004
Entertainment complex	New York, NY	46,500	Leased	October 31, 2017

(1) Does not include our 193-room hotel and casino in Las Vegas, Nevada, which is currently classified as an asset held for sale on our Consolidated Balance Sheet. See Note 6 of Notes to Consolidated Financial Statements.
(2) Excluding 138,000 square feet of parking space adjacent to the production facilities.

In addition, we own a daycare facility in Stamford, Connecticut on property adjacent to our production facilities, which originally offered child care services only to our employees but is now also open to the public. The licensing and operation of this facility is fully managed by a third-party contractor. We have the responsibility to obtain the required licenses and to ensure that the facility meets health, safety, fire and building codes.

Regulation

Live Events

In certain states in the United States we are required to comply with regulations of state athletic commissions and other applicable regulatory agencies in order to promote and conduct our live entertainment. Twenty-four states require that we obtain a promoter's license, which is a corporate license necessary for us to promote our live events and is granted to us on an annual basis. Twenty-one states require our performers and referees to obtain a performer's license, which is an individual license necessary for our performers and referees to perform at our live events and is granted to them on an annual basis. Eleven states require that our performers take an annual physical examination. In addition to the annual licenses that certain states require, ten states require that we obtain a permit for each event that we hold. We are also subject to the regulations of athletic commissions in certain Canadian provinces. These commissions require that we obtain promoter's licenses and medical approval for our performers. We are in compliance with all applicable state and local athletic commission regulations.

Television Programming

The production and distribution of television programming by independent producers is not directly regulated by the federal or state governments, but the marketplace for television programming in the United States is substantially affected by regulations of the Federal Communications Commission applicable to television stations, television networks and cable television systems and channels. We voluntarily designate the suitability of each of our television shows using standard industry ratings, such as PG (L,V) or TV14.

Other

Currently we own a 193-room hotel in Las Vegas, Nevada, which is subject to applicable regulatory requirements. In addition, we own a daycare facility in Stamford, Connecticut operated by a third party, which is subject to applicable state regulatory requirements.

Our WWF NY complex will be governed by New York State and City rules and regulations relating to bars and restaurants including liquor regulations and fire and health codes.

Item 3. Legal Proceedings

On May 13, 1991, William R. Eadie, a former professional wrestler who had been one of our performers, filed a lawsuit in state court in Wisconsin against us and Mr. McMahon. The case was removed to the United States District Court for the District of Connecticut on August 7, 1991. The suit alleges that we breached an oral agreement to compensate Eadie for the use of his ideas in connection with a wrestling tag team called "Demolition" and to employ him for life. Plaintiff is seeking $6.5 million in compensatory damages and unspecified punitive damages. We have denied any liability and are vigorously contesting this action. In a similar action filed against us on April 10, 1992 in the United States District Court for the District of Connecticut, Randy Colley, a former professional wrestler who had been one of our performers, also alleges that we breached an oral agreement to compensate him for disclosing his idea for a wrestling tag team called "Demolition." He is seeking unspecified compensatory and punitive damages. We have denied any liability and are vigorously defending this action. Colley's claims were consolidated for trial with those of Eadie. We believe that both plaintiffs' claims are without merit. On May 20, 1998, a magistrate judge ruled that the plaintiffs' expert on damages could not testify at trial. Thereafter, the plaintiffs engaged a second expert on damages, whose report was filed on August 31, 1999. Given the substance of the second expert's opinion, as well as continuing developments in the law regarding the relevance and reliability of expert opinions, it is not possible to predict whether this second expert's opinion will be admitted into evidence at trial. At a hearing held on July 12, 2000, the Court allowed plaintiffs to amend their complaint and allowed us to file a Motion to Dismiss. We believe that an unfavorable outcome in these actions may have a material adverse effect on our financial condition, results of operations or prospects.

On June 21, 1996, we filed an action against WCW and Turner Broadcasting Systems, Inc. ("TBS") in the United States District Court for the District of Connecticut, alleging unfair competition and infringement of our copyrights, servicemarks and trademarks with respect to two characters owned by us, Razor Ramon and Diesel. On May 18, 1998, WCW filed an action against us in the United States District Court for the District of Connecticut and immediately moved to consolidate this action with our pending action against WCW and TBS. WCW alleged that we diluted various marks owned by and/or licensed to WCW by disparaging those marks and also claims that we engaged in unfair competition when we aired a "Flashback" series of past World Wrestling Federation performances on USA Network without disclosing that some of the performers, at the time the series was subsequently broadcast, were then affiliated with WCW. The parties have resolved the pending litigation between them to their mutual satisfaction.

On June 15, 1999, members of the family of Owen Hart, a professional wrestler performing under contract with us, filed suit in state court in Missouri against us, Vincent and Linda McMahon and nine other defendants, including the manufacturer of the rigging equipment involved, individual equipment riggers and the arena operator, as a result of the death of Owen Hart during a pay-per-view event at Kemper Arena in Kansas City, Missouri on May 23, 1999. The specific allegations against us include the failure to use ordinary care to provide proper equipment and personnel for the safety of Owen Hart, the failure to take special precautions when conducting an inherently dangerous activity, endangerment and the failure to warn, vicarious liability for the negligence of the named individual defendants, the

failure to properly train and supervise, and the provision of dangerous and unsafe equipment. Plaintiffs seek compensatory and punitive damages in unspecified amounts. On September 1, 1999, we filed our answer, affirmative defenses and cross-claims, denying any liability for negligence and other claims asserted against us. Subsequently, the manufacturing defendants settled, and we have filed third party petitions against them. We believe that we have meritorious defenses and intend to defend vigorously against the suit. On October 1, 1999, we filed a complaint in the United States District Court for the District of Connecticut, principally seeking a declaratory judgment with respect to the enforceability of contractual defenses, forum selection clauses, and other provisions of Owen Hart's contract with us. The defendants have filed a Motion to Dismiss our complaint for want of jurisdiction which is currently pending before the court. On February 22, 2000, we filed an Emergency Motion for Specific Enforcement of and for Summary Judgment on Forum Selection Clause seeking a legal ruling that any claims belonging to Owen Hart arising out of his relationship with us be adjudicated in Connecticut. Our motion is currently pending. We believe that an unfavorable outcome of this suit may have a material adverse effect on our financial condition, results of operations or prospects.

On September 20, 1999, we were formally served with a complaint regarding an action that Nicole Bass, a professional wrestler previously affiliated with us, filed in the United States District Court for the Eastern District of New York in which she alleges sexual harassment under New York law, civil assault and intentional infliction of emotional distress. Bass's complaint sought $20.0 million in compensatory damages and $100.0 million in punitive damages. On or about November 9, 1999 we received a Notice of Charge of Discrimination from the Equal Employment Opportunity Commission (EEOC) filed by Nicole Bass. On January 27, 2000, the EEOC closed its file on her claim. We filed a Motion to Dismiss the complaint on or about January 10, 2000. Plaintiff filed an amended complaint on February 28, 2000 withdrawing her stated demand of $100.0 million in punitive damages as well as her claims of civil assault and intentional infliction of emotional distress. The amended complaint now seeks relief under Title VII for Sexual Harassment, Title 42 (S)1981 (a) for gender bias, and for violations of the New York Human Rights law. We have filed a Motion to Dismiss, Motion to Strike and Motion for a More Definite Statement to the Amended Complaint. We believe that the claims are without merit and intend to vigorously defend against this action. Based on our preliminary review of the allegations and the underlying facts as we understand them, we do not believe that an unfavorable outcome in this action will have a material adverse effect on our financial condition or results of operations or prospects.

On April 17, 2000, WWF-World Wide Fund for Nature instituted legal proceedings against us in the English High Court seeking injunctive relief and unspecified damages for alleged breaches of an agreement between the Fund and us. The Fund alleges that our use of the initials "WWF" in various contexts, including uses in the wwf.com and wwfshopzone.com internet domain names and in contents of various of our web sites; our "scratch" logo; and certain oral uses in the contexts of foreign broadcasts of our programming, violate the agreement between the Fund and us. We believe that we have meritorius defenses and intend to defend the action vigorously. We believe that an unfavorable outcome of this suit may have a material adverse effect on our financial condition, results of operations or prospects.

Pursuant to our contract with USA Network, we tendered to USA an offer made by Viacom/CBS for a strategic alliance agreement, which included certain transmission rights for our programming. On April 12, 2000, USA Network purported to match the offer and simultaneously filed an action in the Delaware Court of Chancery seeking (i) injunctive relief enjoining the contract between Viacom/CBS and us, and (ii) an award of specific performance requiring us to enter into a contract with USA Network. After expedited discovery proceedings and a trial on the merits, the Court ruled in our favor that USA Network had failed to match Viacom/CBS's offer. USA has filed an appeal of this ruling to the Delaware Supreme Court and a hearing is scheduled for August 14, 2000.

We are not currently a party to any other material legal proceedings. However, we are involved in several other suits and claims in the ordinary course of business, and we may from time to time become a party to other legal proceedings arising in the ordinary course of doing business.

Item 4. Submission of matters to a vote of Security Holders

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity and Related Stockholder Matters

Price Range of Class A Common Stock

Since October 19, 1999, our Class A Common Stock has been traded on the Nasdaq National Market under the symbol "WWFE."

The following table sets forth the high and the low sale prices for the shares of Class A Common Stock as reported by the Nasdaq National Market for the periods indicated.

	Class A Common Stock	
Fiscal 2000	High	Low
First Quarter	--	--
Second Quarter, since October 19, 1999	$ 34	$20 5/16
Third Quarter	$25 13/16	$14 2/16
Fourth Quarter	$19 11/16	$ 9 3/4

There were 5,563 holders of record of Class A common stock and three holders of record of Class B common stock as of July 3, 2000.

We plan to retain all of our earnings to finance the expansion of our business and for general corporate purposes and do not anticipate paying any cash dividends on our Class A or Class B common stock in the foreseeable future. Any change to this dividend policy will be determined by our board of directors on the basis of various factors, including our results of operations, financial condition, capital requirements and investment opportunities and the limitations imposed by our credit agreements.

On June 12, 2000, we sold to a subsidiary of NBC 2.3 million newly issued shares of our Class A common stock for an aggregate of $30 million, and on July 28, 2000, we sold the same number of shares to Viacom/CBS for the same purchase price. Both were exempt from registration under Section 4(2) of the Securities Act of 1933.

Item 6. Selected Historical Consolidated Financial and Other Data

The following table sets forth our selected historical consolidated financial data for each of the five fiscal years in the period ended April 30, 2000. The selected historical consolidated financial data as of April 30, 2000 and 1999 and for the fiscal years ended April 30, 2000, 1999 and 1998 have been derived from the audited consolidated financial statements included elsewhere in this Form 10-K. The selected historical consolidated financial data as of April 30, 1998, 1997 and 1996 and for the fiscal years ended April 30, 1997 and 1996 have been derived from our audited consolidated financial statements, which have not been included in this Form 10-K. You should read the selected historical consolidated financial data in conjunction with our historical consolidated financial statements, the related notes and the information set forth under "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained elsewhere in this Form 10-K.

Concurrent with the issuance of shares in our offering on October 18, 1999, we terminated our election to be subject to the provisions of Subchapter S and have become subject to the provisions of Subchapter C of the Internal Revenue Code. As a Subchapter C Corporation, we are fully subject to federal, state and foreign income taxes. Prior to our initial public offering, beginning with our fiscal year ended April 30, 1988, we elected to be subject to the provisions of

Subchapter S of the Internal Revenue Code. Accordingly, since that time, our taxable income or loss had been included in the federal and certain state income tax returns of our stockholder. The provision for income taxes reflected in our historical consolidated financial statements since fiscal 1988 through the date of our offering relates only to foreign and certain state income taxes for those states that do not recognize Subchapter S Corporations. Our stockholder was responsible for the payment of federal and certain state income taxes with respect to our operations, which have been funded by distributions from our undistributed earnings account. EBITDA represents income from operations plus depreciation and amortization and non-cash charges for stock options. EBITDA is presented because management believes that such information is considered by certain investors to be an additional basis for evaluating a company's operating performance, leverage and liquidity. EBITDA should not be considered an alternative to measures of operating performance determined in accordance with generally accepted accounting principles or as a measure of our operating results and cash flows or as a measure of our liquidity. EBITDA, as derived by us, may not be comparable to similarly titled measures reported by other companies.

	Fiscal Year Ended April 30,				
	2000	1999	1998	1997	1996
	(dollars in thousands, except per share data)				
Consolidated Statement of Operations Data:					
Net revenues	$379,310	$251,474	$126,231	$81,863	$85,815
Cost of revenues	220,980	147,026	87,969	60,958	55,172
Stock option charges (1)	15,330	--	--	--	--
Selling, general and administrative expenses	71,095	45,521	26,117	25,862	22,934
XFL Start-up costs	1,079	--	--	--	--
Depreciation and amortization	2,544	1,946	1,676	1,729	2,354
Interest expense	2,155	1,125	2,019	782	1,025
Interest and other income, net	7,571	2,117	479	777	(1,026)
Income (loss) before income taxes	73,698	57,973	8,929	(6,691)	3,304
Provision (benefit) for income taxes (2)	14,790	1,943	463	(186)	105
Net income (loss)	$ 58,908	$ 56,030	$ 8,466	$(6,505)	$ 3,199
Earnings (loss) per common share (basic and diluted)(3)	$ 0.94	$ 0.99	$ 0.15	$ (0.11)	$ 0.06
Unaudited Pro Forma Consolidated Income Statement Data:					
Historical income before income taxes	$ 73,698	$ 57,973			
Pro forma adjustment other than income taxes (4)	427	2,515			
Pro forma income before income taxes	73,271	55,458			
Pro forma provision for income taxes (5)	28,722	22,227			
Pro forma net income	$ 44,549	$ 33,231			
Pro forma earnings per common share (basic and diluted) (3)	$ 0.71	$ 0.59			
Consolidated Statement of Cash Flows Data:					
Net cash provided by operating activities	$ 67,610	$ 57,646	$ 6,256	$ 3,628	$ 2,245
Net cash provided by (used in) investing activities (6)	(15,068)	(14,634)	(1,294)	(849)	1,510
Net cash provided by (used in) financing activities	3,510	(6,082)	1,974	(1,803)	(4,476)

	As of April 30,				
Consolidated Balance Sheet Data:	2000	1999	1998	1997	1996
	(in thousands)				
Cash and cash equivalents (7)	$101,779	$ 45,727	$ 8,797	$ 1,861	$ 885
Short-term investments (7)	107,213	--	--	--	--
Property and equipment-net	41,484	28,377	26,177	26,499	27,368
Total assets	337,032	130,188	59,594	41,856	46,739
Total long-term debt (including current portion)	11,417	12,791	12,394	8,267	7,608
Total stockholders' equity	258,537	72,260	22,697	16,420	25,304

	Fiscal Year Ended April 30,				
	2000	1999	1998	1997	1996
	(dollars in thousands, except per share data)				
Other Financial Data:					
EBITDA (8)	$ 86,156	$ 58,927	$ 12,145	$ (4,957)	$ 7,709
Capital expenditures	15,068	3,756	1,294	892	343
Other Non-Financial Data:					
Number of live events	206	199	218	199	247
Total attendance	2,503,800	2,273,701	1,576,112	1,060,740	931,954
Average weekly Nielsen rating of					
Raw is War	6.2	5.0	3.1	2.4	3.0
WWF SmackDown! (9)	4.7	--	--	--	--
Pay-per-view buys	6,848,500	5,365,100	2,936,100	2,252,200	2,831,700

(1) Reflects fiscal 2000 non-cash stock option charges totaling $15.3 million. In April 2000, we entered into a non-forfeitable agreement with Viacom/CBS whereby, Viacom/CBS could acquire approximately 2.3 million newly issued shares of our Class A common stock at $13 per share, resulting in a charge of $9.3 million. In October 1999,

we granted stock options to certain performers who are independent contractors resulting in a non-cash charge of approximately $6.0 million.
(2) Reflects an overall tax rate of 20.0% for fiscal 2000 due to our Subchapter S Corporation status through the date of our offering.

(3) Based on a weighted average number of common shares outstanding - basic of 62,806,726 for the fiscal year ended April 30, 2000 and 56,667,000 for the fiscal years ended April 30, 1999, 1998, 1997 and 1996 and based on a weighted average number of common shares outstanding - diluted of 62,830,279 for the fiscal year ended April 30, 2000.
(4) This amount gives pro forma effect to the increase in compensation to Vincent and Linda McMahon pursuant to employment agreements that became effective as of July 1, 1999. Historically, both executives were paid less compensation because they benefited from Subchapter S distributions to Mr. McMahon.
(5) This amount represents a pro forma estimate of our provision for federal, state and foreign income taxes to give effect to the change in our tax status to a Subchapter C Corporation for fiscal 1999 and fiscal 2000. Concurrent with the issuance of shares in our initial public offering, we terminated our status as a Subchapter S Corporation.
(6) In fiscal 1999, we purchased a 193-room hotel and casino in Las Vegas, Nevada for approximately $10.9 million. We have since determined that the ownership and operation of this property is no longer consistent with our business objectives, and we are currently accounting for it as an asset held for sale.
(7) Reflects our receipt of the net proceeds from our initial pubic offering of approximately $179.3 million, after deducting the underwriting discount and offering expenses.
(8) EBITDA is defined by us as income from operations plus depreciation and amortization and non-cash charges for stock options.
(9) WWF SmackDown! commenced on August 26, 1999. The average weekly Nielsen rating is based on 36 programs.

Item 7. Management's Discussion and Analysis of Financial Condition

You should read the following discussion in conjunction with the audited consolidated financial statements and related notes included elsewhere in this Form 10-K.

General

We are an integrated media and entertainment company principally engaged in the development, production and marketing of television programming, pay-per- view programming and live events, and the licensing and sale of branded consumer products featuring our highly successful World Wrestling Federation brand.

We have experienced significant growth in many aspects of our business. We believe this growth has been driven by a series of management decisions to reposition our business. Since late 1997, we have intensified our focus on the development and marketing of our television and pay-per-view programming, incorporated some operations in house, expanded our branded merchandising strategy, negotiated more favorable advertising agreements and established a presence on the Internet.

These new business initiatives, combined with our growing audience appeal, have led to increasingly higher television ratings and greater pay-per-view buys, which have heightened demand for our product offerings, including licensed products, home videos and other branded merchandise.

Our operations have been organized around two principal activities:

. The creation, marketing and distribution of our live and televised entertainment and pay-per-view programming. Revenues are derived principally from ticket sales to our live events, purchases of our pay- per-view programs, the sale of television advertising time and the receipt of television rights fees.

. The marketing and promotion of our branded merchandise. Revenues are generated from both royalties from the sale of merchandise by third-party licensees and the direct sale by us of merchandise, magazines and home videos.

The consolidated financial statements include the financial statements of our Company, formerly known as Titan Sports Inc., and our four wholly owned subsidiaries, our majority owned subsidiary, and our XFL venture. Prior to the initial public offering, except for our Canadian operations, we were taxed as a Subchapter S Corporation and we were not subject to federal taxes at the corporate level. As a result of the initial public offering, our Subchapter S Corporation status was terminated, and since then we have been a Subchapter C Corporation, subject to federal, state and foreign income taxes.

Recent Developments

We have recently announced a strategic partnership with NBC to jointly own and fund a professional football league which will begin play on February 3, 2001. Each party owns 50% of the league, which owns all eight teams. NBC has committed to broadcast certain regular season and championship games on Saturday nights in prime-time from February through April. We are currently building the infrastructure to support this league. Based on current assumptions, we expect the full capitalization of the venture to be approximately $100.0 million through December 31, 2002. In accordance with the terms of the agreement, we will control the operations of the venture and, accordingly, we will consolidate such operations in our financial statements until such time that NBC converts its non-voting equity into voting equity. NBC will, however, fund a 50% share of the venture's cash needs from the inception of the agreement. For income tax purposes, both NBC and we will allocate the operations equally in accordance with federal tax law.

On May 3, 2000, we purchased the WWF NY entertainment complex in Times Square from our licensee for approximately $24.5 million. This amount is in addition to $3.7 million of audio/visual equipment that we previously purchased and installed in the complex. We expect to make additional capital expenditures of $2.0 million to $3.0 million in fiscal 2001. The complex consists of a retail store, restaurant, full service bar, stage area and night club.

On March 1, 2000, we provided notice of cancellation of our contract with USA Network with respect to four hours of our programming effective September 2000. Our agreement with USA Network with respect to our remaining hour of programming expires in September 2000. We anticipate that, effective September 2000, our programming will air on cable networks owned by Viacom/CBS. Four hours of programming, Raw is War, Livewire and Superstars will air on TNN and the remaining hour, Sunday Night Heat, will air on MTV. In addition, our SmackDown! program, which airs on UPN, has been extended for a period of 3 years through September 2003.

On June 12, 2000, NBC purchased approximately 2.3 million newly issued shares of our Class A common stock at $13 per share for an investment of $30.0 million. See "Liquidity and Capital Resources."

On April 3, 2000, we entered into a non-forfeitable agreement with Viacom/CBS whereby Viacom/CBS could acquire approximately 2.3 million newly issued shares of our Class A common stock at $13 per share. We have accounted for this agreement under the accounting provisions of EITF 96-18 and, accordingly, recorded a fourth quarter fiscal 2000 charge of $9.3 milllion. On July 28, 2000, Viacom/CBS purchased approximately 2.3 million shares of our Class A common stock at $13 per share for an investment of $30.0 million.

Fiscal Year Ended April 30, 2000 compared to Fiscal Year Ended April 30, 1999

Net Revenues. Net revenues were $379.3 million in fiscal 2000 as compared to $251.5 million in fiscal 1999, an increase of $127.8 million, or 51%. Of this increase, $95.4 million was from our live and televised entertainment activities, and $32.4 million was from our branded merchandise activities.

Live and Televised Entertainment. Net revenues were $265.5 million in fiscal 2000 as compared to $170.1 million in fiscal 1999, an increase of $95.4 million, or 56%. Revenues from the sale of advertising time and sponsorships increased by $47.8 million in fiscal 2000 as a result of improved ratings for our shows, the full year impact of our agreement with USA, and a new contract on broadcast television with the United Paramount Network ("UPN") for WWF SmackDown!, both of which provided us with the right to sell a substantial majority of the advertising time in the respective programs. Pay-per-view revenues increased $25.6 million in fiscal 2000, which resulted from an increase of 1.4 million in pay-per-view buys to approximately 6.8 million in fiscal 2000 from approximately 5.4 million. As it regularly takes our distributor one year to finalize the number of buys for each pay-per-view program, included in the 6.8 million buys for fiscal 2000 were 0.8 million buys related to pay-per-view events in fiscal 1999 not accounted for in that year. Revenues from attendance at our live events increased by $19.2 million in fiscal 2000 as compared to fiscal 1999, of which $5.1 million was due to an increase in attendance and $14.1 million was due to an increase in average ticket prices.

Branded Merchandise. Net revenues were $113.8 million in fiscal 2000 as compared to $81.4 million in fiscal 1999, an increase of $32.4 million, or 40%. This increase was due primarily to increases in licensing revenues of $18.1 million, new media revenues of $7.5 million, publishing revenues of $4.0 million and home video revenues of $2.0 million. The increase in licensing resulted from the continued success of WWF branded toys by Jakks Pacific, Inc., and the launch of Wrestlemania 2000 for Nintendo 64 by THQ/Jakks Pacific Inc., the sale of WWF video games by Acclaim, the release of The Rock and Mankind's autobiographies by ReganBooks and increased international licensing revenues. The increase in new media revenues reflects the increased traffic on our Internet web sites and the addition in fiscal 2000 of a dedicated advertising sales force. The increase in publishing revenues was due to the increased circulation of our two monthly magazines to approximately 6.8 million units in fiscal 2000 from approximately 5.8 million units in fiscal 1999. The increase in home video revenues was due to an increase in international licensing of our home video units and to a lesser extent, the introduction of DVD units in fiscal 2000.

Cost of Revenues. Cost of revenues was $221.0 million in fiscal 2000 as compared to $147.0 million in fiscal 1999, an increase of $74.0 million, or 50%. Of this increase, $59.2 million was from our live and televised entertainment activities, and $14.8 million was from our branded merchandise activities. Gross profit as a percentage of net revenues was 42% in both fiscal 2000 and fiscal 1999.

Live and Televised Entertainment. The cost of revenues to create and distribute our live and televised entertainment was $157.7 million in fiscal 2000 as compared to $98.5 million in fiscal 1999, an increase of $59.2 million, or 60%. Of the $59.2 million increase, $30.3 million related to the minimum guarantees associated with the full year impact of our contract with USA Network and our new contract with UPN, fees paid to our guest celebrities and fees

paid to our performers which are directly related to our increased event revenues. Of the remaining $28.9 million, $7.8 million was due to an increase in television production costs, due in part to our new UPN program, WWF SmackDown!, $6.7 million was due to increased arena rental charges and taxes, which are directly related to our increased event revenues, $4.1 million was due to increased sponsorship expense and $2.6 million was due to an increase in pay-per-view and live event advertising costs. Gross profit as a percentage of net revenues was 41% in fiscal 2000 as compared to 42% in fiscal 1999.

Branded Merchandise. The cost of revenues to market and promote our branded merchandise was $63.3 million in fiscal 2000 as compared to $48.5 million in fiscal 1999, an increase of $ 14.8 million, or 31%. The increase in cost of revenues was due primarily to an increase of $12.6 million related to licensing, $2.5 million related to publishing, and $1.0 million related to new media which were all partially offset by a decrease in merchandise. The increase in licensing was due to a change in product mix which resulted in increased royalties paid to our performers and $2.9 million incurred in connection with the operations of our National Hot Rod Association racing team ("NHRA"). The increase in publishing and new media costs were related to the increased revenues in these areas. The decrease in merchandise cost of sales was due to the mix of product sold and a lower provision for obsolete inventory in fiscal 2000. Gross profit as a percentage of net revenues increased to 44% in fiscal 2000 from 40% in fiscal 1999. The increase in gross profit percentage was due to the new media revenues increase of $7.5 million, which favorably impacted our overall gross profit percentage, partially offset by the impact of the increased royalty rate for licensed product and NHRA expenditures.

Stock Option Charges. In accordance with the provisions set forth in the Statement of Financial Accounting Standard No. 123, "Accounting for Stock-Based Compensation" and Emerging Issues Task Force Issue No. 96-18, "Accounting for Equity Instruments That Are Issued to Other Than Employees for Acquiring, or in Conjunction with Selling, Goods or Services," we recorded a second quarter fiscal 2000 non-cash charge of approximately $6.0 million relating to the granting of stock options to certain performers who are independent contractors. The options, which vest over three years, were granted in conjunction with our October 19, 1999 initial public offering. Additionally, in April 2000, we entered into a non-forfeitable agreement with Viacom/CBS whereby Viacom/CBS could acquire approximately 2.3 million newly issued shares of our Class A common stock at $13 per share. We have accounted for this agreement under the accounting provisions of EITF 96-18 and, accordingly, recorded a fourth quarter fiscal 2000 charge of $9.3 milllion ($5.7 million, net of tax).

Selling, General and Administrative Expenses. Selling, general and administrative expenses were $71.1 million in fiscal 2000 as compared to $45.5 million in fiscal 1999, an increase of $25.6 million, or 56%. Of this increase, $11.7 million was due to an increase in staff related expenses. The number of full-time personnel as of April 30, 2000 was 343 as compared to 277 full time personnel as of April 30, 1999, an increase of 66 employees. The increase in personnel was related to the expansion of our business. In addition, the chairman and the chief executive officer were paid in accordance with the terms of their employment contracts, which became effective July 1, 1999. Of the remaining $15.0 million increase, $5.9 million related to increased professional fees and $4.8 million related to increased advertising and promotion costs. Selling, general and administrative expenses as a percentage of net revenues was 19% in fiscal 2000 as compared to 18% in fiscal 1999. As of July 3, 2000, excluding our XFL and WWF NY operations, we had 362 full-time employees. In May 2000, we purchased the WWF NY entertainment complex located in New York City. As of July 3, 2000, we had approximately 216 full time employees at the complex.

XFL Start-up Costs. XFL start-up costs were $1.1 million in fiscal 2000. These costs were related to the development and start-up of our professional football league. As of July 14, 2000, we had 28 full-time XFL employees. To support the XFL, we anticipate hiring approximately 300 employees over the next three to four months. These new employees include individual team general managers, head coaches, coaching staffs and other football personnel in addition to league and team administrative staff. Additionally, we will sign over 350 football players to contracts after the annual player draft and subsequent tryout camps in the fall of 2000.

Depreciation and Amortization. Depreciation and amortization expense was $2.5 million in fiscal 2000 as compared to $1.9 million in fiscal 1999. The increase of $0.6 million reflects the increased spending on capital projects.

Interest Expense. Interest expense was $2.2 million in fiscal 2000 as compared to $1.1 million in fiscal 1999. The increase of $1.1 million was due to interest related to the $32.0 million, 5% interest bearing note issued to Mr.

McMahon on June 29, 1999 for estimated federal and state income taxes payable by him resulting from our Subchapter S status. As of April 30, 2000, we paid the note in full, plus an additional $8.4 million, which represented the estimated income tax payments required by the applicable federal and state taxing authorities.

Interest and Other Income, Net. Interest and other income, net was $7.6 million in fiscal 2000 as compared to $2.1 million in fiscal 1999. The increase of $5.5 million was primarily due to increased interest income resulting from significantly higher cash and short term investment balances in fiscal 2000.

Provision for Income Taxes. Concurrent with our initial public offering, our tax status was changed from a Subchapter S Corporation to a Subchapter C Corporation. As a Subchapter C Corporation, we are directly responsible for all federal and state income taxes. For the year ended April 30, 2000, we were taxed on our income at an effective rate of approximately 20% based upon the number of days during the fiscal year that we were a Subchapter S Corporation and the number of days we were a Subchapter C Corporation. As a Subchapter S Corporation we had to provide for only certain state and foreign income taxes. The liability for federal, and certain state income taxes was the responsibility of our then sole stockholder. As a consequence to this change in tax status, our provision for income taxes substantially increased to $14.8 million in fiscal 2000 as compared to $1.9 million in fiscal 1999. On a pro forma basis, as a C Corporation, federal, state, and foreign income taxes would have been $28.7 million and $22.2 million for fiscal 2000 and 1999, respectively.

Fiscal Year Ended April 30, 1999 compared to Fiscal Year Ended April 30, 1998

Net Revenues. Net revenues were $251.5 million in fiscal 1999 as compared to $126.2 million in fiscal 1998, an increase of $125.3 million, or 99%. Of this increase, $77.5 million was from our live and televised entertainment activities, and $47.8 million was from our branded merchandise activities.

Live and Televised Entertainment. Net revenues were $170.1 million in fiscal 1999 as compared to $92.6 million in fiscal 1998, an increase of $77.5 million, or 84%. This increase was primarily attributable to an increase in pay- per-view revenues of $37.1 million, which resulted from an increase in pay-per- view buys to approximately 5.4 million from approximately 2.9 million, or 86%. Virtually all of our 12 pay-per-view events contributed to this increase. Revenues from attendance at our events increased by $20.8 million in fiscal 1999 primarily as a result of an increase in attendance to approximately 2.3 million in fiscal 1999 from approximately 1.6 million in fiscal 1998, or 44%, and an increase in average ticket prices. Revenues from the sale of advertising time and sponsorships increased by $17.9 million in fiscal 1999 as a result of improved ratings for our shows and new contracts with the USA Network in July 1998 and September 1998, which provided us with the right to sell a substantial majority of the advertising time in our programs.

Branded Merchandise. Net revenues were $81.4 million in fiscal 1999 as compared to $33.6 million in fiscal 1998, an increase of $47.8 million, or 142%. This increase was due primarily to increases in licensing revenues of $17.8 million, home video revenues of $17.7 million, publishing revenues of $5.1 million and direct sale merchandise revenues of $3.1 million. The increase in licensing revenues resulted from heightened demand for our branded products, particularly in the apparel and toy categories. Additionally, we increased the number of our licensees in an effort to broaden our product offerings. In March 1998, we terminated a licensing agreement and began to produce and distribute home videos in-house. The increase in home video revenues was due to the full year impact of this decision and, to a lesser extent, an increase in the number of titles offered for sale in fiscal 1999. Licensing revenues related to home video sales in fiscal 1998 were insignificant. The increase in publishing revenues was due to increased newsstand sales and increased sales of subscriptions. The increase in direct sale merchandise revenues was primarily due to an increase of $5.1 million resulting from increased attendance at our events, partially offset by a decrease of $0.8 million resulting from a decline in per capita spending.

Cost of Revenues. Cost of revenues was $147.0 million in fiscal 1999 as compared to $88.0 million in fiscal 1998, an increase of $59.0 million, or 67%. Of this increase, $31.0 million was from our live and televised entertainment activities, and $28.0 million was from our branded merchandise activities. Gross profit as a percentage of net revenues increased to 42% in fiscal 1999 from 30% in fiscal 1998.

Live and Televised Entertainment. The cost of revenues to create and distribute our live and televised entertainment was $98.5 million in fiscal 1999 as compared to $67.5 million in fiscal 1998, an increase of $31.0 million,

or 46%. Of the $31.0 million increase, $19.4 million related to our new contracts with the USA Network in which we are obligated to pay the greater of a fixed percentage of our net advertising revenues or a minimum guaranteed amount, and fees paid to our talent which are directly related to our increased revenues. The remaining increase was due primarily to a $4.3 million increase in arena rental charges, which are directly related to our increased revenues from event attendance, a $3.6 million increase in pay-per-view distribution fees, which are directly associated with our increase in pay-per-view revenues, and a $3.3 million increase in advertising and promotion costs. Gross profit as a percentage of net revenues increased to 42% in fiscal 1999 from 27% in fiscal 1998. The increase in gross profit resulted from increased revenues from higher margin areas of pay-per-view programming and television advertising and, to a lesser extent, increased attendance and higher average ticket prices at our events.

Branded Merchandise. The cost of revenues to market and promote our branded merchandise was $48.5 million in fiscal 1999 as compared to $20.5 million in fiscal 1998, an increase of $28.0 million, or 137%. Gross profit as a percentage of net revenues increased to 40% in fiscal 1999 from 39% in fiscal 1998. The increase in cost of revenues was due primarily to an increase of $11.7 million related to the full year impact in fiscal 2000 of our home video and new media operations, and increased costs of $13.7 million resulting directly from the increase in revenues from our licensing and merchandise activities. The increase in gross profit was due to the commencement in March 1998 of the sale of home video products on a direct basis. This was partially offset by an increase in direct sale merchandise costs related to our concession sales.

Selling, General and Administrative Expenses. Selling, general and administrative expenses, which include corporate overhead expenses, were $45.5 million in fiscal 1999 as compared to $26.1 million in fiscal 1998, an increase of $19.4 million, or 74%. The increase was due primarily to an increase in the number of full-time personnel by 58 persons. This increase reflects the development and implementation of our home video and new media businesses, the expansion of our advertising sales force to support our new contracts with the USA Network, an increase in the number of personnel involved in the production of our televised programming, and an increase in administrative personnel. Selling, general and administrative expenses as a percentage of net revenues were 18% in fiscal 1999 as compared to 21% in fiscal 1998.

Depreciation and Amortization. Depreciation and amortization expense was $1.9 million in fiscal 1999 as compared to $1.7 million in fiscal 1998, an increase of $0.2 million.

Interest Expense. Interest expense was $1.1 million in fiscal 1999 as compared to $2.0 million in fiscal 1998. The decrease of $0.9 million was primarily the result of lower average outstanding borrowings during fiscal 1999.

Interest and Other Income, Net. Interest and other income, net was $2.1 million in fiscal 1999 as compared to $0.5 million in fiscal 1998. The increase of $1.6 million was primarily due to increased interest income resulting from significantly higher cash balances in fiscal 1999.

Provision for Income Taxes. As a Subchapter S corporation, we had to provide only for some state and foreign income taxes as our principal stockholder was responsible for the payment of federal and certain other state income taxes in these years. Income taxes were $1.9 million in fiscal 1999 as compared to $0.5 million in fiscal 1998. Upon the termination of our Subchapter S corporation election, we became directly responsible for paying federal, state and foreign income taxes. After giving effect to our termination of our Subchapter S corporation election, on a pro forma basis, federal, state and foreign income taxes would have been $22.2 million in fiscal 1999, which represents an effective income tax rate of 40%.

Liquidity and Capital Resources

During fiscal 2000, our cash position was favorably impacted by our sale of 11.5 million shares in our initial public offering in October 1999, and the continued success of our WWF brand of entertainment. We generated $67.6 million from operations in fiscal 2000. In June 2000, we sold 2.3 million newly issued shares of our Class A common stock to NBC for $30.0 million and in July 2000, we sold 2.3 million newly issued shares of our Class A common stock to Viacom/CBS for $30.0 million. On May 3, 2000, we purchased the WWF NY entertainment complex for $24.5 million. In fiscal 2001, we expect to invest $15.0 million to $20.0 million for our share of the XFL's start up costs, its first season of operations and its capital expenditures. Capital expenditures for fiscal 2001 are expected to be $32.0 million, exclusive of the XFL and WWF NY.

Cash flows from operating activities for the fiscal years ended April 30, 2000, 1999, and 1998 were $67.6 million, $57.6 million and $6.2 million, respectively. This improvement primarily reflects the increase in operating income that we experienced in fiscal 2000 and fiscal 1999. Working capital, consisting of current assets less current liabilities, was $219.8 million as of April 30, 2000 and $52.7 million as of April 30, 1999.

Cash flows used in investing activities for the fiscal years ended April 30, 2000, 1999 and 1998 were $15.1 million, $14.6 million and $1.3 million, respectively. The purchase of property and equipment of $15.1 million in fiscal 2000 was related to the purchase of equipment for our television and post production facility, equipment for WWF NY, and the remodeling of our executive offices in Stamford, Ct. in order to accommodate our increase in personnel. The purchase of property and equipment in fiscal 1999 principally reflects the $10.9 million acquisition of a 193-room hotel and casino facility in Las Vegas, Nevada, which is currently classified as an an asset held for sale on our Consolidated Balance Sheet. Capital expenditures for fiscal 2001, excluding the XFL and WWF NY, are expected to be $32.0 million, which includes the renovation of our television facility and the expansion of our New Media business.

Cash flows provided by (used in) financing activities for the fiscal years ended April 30, 2000, 1999 and 1998 were $3.5 million, $(6.1) million, and $2.0 million, respectively. In connection with the initial public offering, we received net proceeds, after deducting commissions and fees and expenses, of $179.3 million for the sale of 11,500,000 shares of Class A common stock at an offering price of $17.00 per share. As of April 30, 2000 we had approximately $107.0 million invested in short term corporate and government obligations. We made Subchapter S Corporation distributions to Mr. McMahon in the fiscal years ended April 30, 2000, 1999 and 1998 of $67.5 million, $6.5 million, and $2.2 million, respectively. The increase in S distributions in fiscal 2000 was due to the distribution made to Mr. McMahon on June 29, 1999, of cash in the amount of $25.5 million out of our previously earned and undistributed earnings, which had been fully taxed at the stockholder level. On June 29, 1999, we made an S Corporation distribution to our then sole stockholder in the form of an unsecured, 5% interest-bearing note in the principal amount of $32.0 million due April 10, 2000. The note represented estimated federal and state income taxes payable by our then sole stockholder with respect to our taxable income for fiscal 1999 and estimated taxable income for the period May 1, 1999 through October 18, 1999 which represents the portion of our taxable earnings for fiscal 2000 allocated to the S Corporation. As of April 30, 2000, we paid the $32.0 million note in full plus an additional $8.4 million. The additional $8.4 million represented additional tax liabilities of the then sole stockholder due to a revision of estimated taxes payable for the tax periods described above. To the extent the portion of our fiscal 1999 and 2000 actual earnings allocated to the S Corporation exceeds those earnings used in the calculation of estimated income taxes payable by our then sole stockholder, we may need to make an additional distribution to our stockholders of record as of July 3, 1999 which is expected to be paid no later than August 15, 2000.

On June 12, 2000, we formed a venture with NBC to own and fund the XFL, a new professional football league which is scheduled to begin its first season in February 2001. We are currently building the infrastructure to support this league. As of July 3, 2000 we made a cash capital contribution of $2.5 million and NBC made a cash capital contribution of $2.5 million. Both NBC and we will periodically advance required funds to the venture on a 50/50 basis. Based on current assumptions we expect the full capitalization to be approximately $100.0 million through December 31, 2002. In accordance with the terms of our agreement with NBC, until such time that NBC converts its non-voting equity into voting equity, we will control and manage the operations of the venture and accordingly, we will consolidate such operations.

On June 12, 2000, NBC purchased approximately 2.3 million newly issued shares of our Class A common stock at $13 per share for a total investment of $30.0 million. As a result of this stock purchase, we will record a non-cash charge of $10.7 million which will be amortized over thirty months, commencing in the first quarter of fiscal 2001.

On May 3, 2000, we purchased the WWF NY entertainment complex in Times Square from our licensee, for approximately $24.5 million. This amount is in addition to $3.7 million of audio/visual equipment that we previously purchased and installed in the complex. We expect to make an additional $2.0 million to $3.0 million in capital expenditures in fiscal 2001. The complex consists of a retail store, restaurant, full service bar, stage area and night club.

In April 2000, we agreed to enter into a strategic alliance with Viacom/CBS. The effectiveness of the Viacom/CBS alliance is conditioned upon our prevailing in USA's appeal of a decision favorable to us in litigation brought by USA as discussed above in Legal Proceedings.

On April 3, 2000, we entered into a non-forfeitable agreement with Viacom/CBS whereby Viacom/CBS could acquire approximately 2.3 million newly issued shares of our Class A common stock at $13 per share. On July 28, 2000 Viacom/CBS purchased approximately 2.3 million shares of our Class A common stock at $13 per share for a total investment of $30.0 million.

On December 12, 1997, we entered into a mortgage loan agreement with GMAC Commercial Mortgage Corp., which was subsequently assigned to Citicorp Real Estate, Inc., under which we borrowed $12.0 million at an annual interest rate of 7.6% to be repaid in monthly installments over 15 years. This term loan is collateralized by our executive offices and production studio, both of which are located in Stamford, Connecticut. Additional collateral includes all leases, agreements and other items relating to our mortgaged property and its operation. The term loan may not be prepaid in whole or in part prior to and through December 31, 2005. Thereafter, the term loan may be prepaid in whole with the payment of a premium. As of July 3, 2000, the outstanding principal amount of the term loan was $10.8 million.

On December 22, 1997, we entered into a $10.0 million revolving credit agreement with IBJ Schroder Business Credit Corporation that expires on December 21, 2000. We intend to seek modifications to our credit agreement to increase the amounts available to borrow on more favorable terms and conditions and extend the length of the term. We can give no assurance that we will be able to negotiate acceptable modifications to the revolving credit agreement. Interest on outstanding amounts are calculated at the alternate base rate plus 0.5%, or at the Eurodollar rate plus 2.5%, based upon the availability of qualifying receivables which collateralize the loan. In addition to qualifying receivables, this revolving credit agreement is collateralized by our general intangible property, excluding intellectual property. As of July 3, 2000, no amounts were outstanding under the revolving portion of this credit agreement. We have received a waiver to reflect the termination of our Subchapter S corporation status.

During July 1998, we amended the revolving credit agreement to allow us to make a capital expenditure loan. Pursuant to this amendment, we borrowed $1.6 million at the IBJ swap rate plus 3% (8.92% at July 3, 2000) to be repaid in 29 monthly installments. The studio equipment purchased with the proceeds of the loan, as well as the other collateral under the revolving credit agreement, collateralizes the term loan. As of July 3, 2000, the outstanding principal amount of the loan was $0.4 million.

We have entered into various contracts under the terms of which we are required to make guaranteed payments, including:

. Performance contracts with all of our performers, some of which provide for future minimum guaranteed payments.

. Television distribution agreements with the USA Network, UPN and the proposed television distribution agreement with Viacom/CBS that provide for the payment of the greater of a fixed percentage of the revenues from the sale of television advertising time or an annual minimum payment. The agreement with USA Network covers five hours of our programming and expires in September 2000 at which point we anticipate that our programming will be broadcast on cable networks owned by Viacom/CBS. Our agreement with Viacom/CBS will expire in September 2005. Our agreement with the UPN covers two hours of programming every week and expires in September 2003. The effectiveness of the Viacom/CBS alliance is conditioned upon our prevailing in USA's appeal of a decision favorable to us in litigation brought by USA as discussed above in Legal Proceedings.

. Various operating leases related to our sales offices and warehouse space.

. Employment contract with Vincent K. McMahon, which is for a seven year term and employment contract with Linda E. McMahon which is for a four year term.

. Employment contracts with some of our employees, the terms of which are generally for a period of two to three years.

For the next three fiscal years, our aggregate minimum payment obligations under these contracts, including the expected commitment with Viacom/CBS and the recent extension of our UPN agreement through September 2003, is $49.6 million, $41.8 million, and $37.6 million for fiscal 2001, 2002 and 2003, respectively. We anticipate that all of these obligations will be satisfied out of cash flows from operating activities.

We believe that cash generated from operations, together with amounts available under the revolving credit agreement, our proceeds from the sale of approximately 2.3 million newly issued shares of our Class A common stock to NBC and to Viacom/CBS and from existing cash and short-term investments, will be sufficient to meet our working capital, capital expenditure and cash needs for our strategic investments over the next twelve months. However, during such period or thereafter, depending on the size and number of the projects and investments related to our growth strategy, we may require the issuance of debt and/or additional equity securities.

Seasonality

Our operating results are not materially affected by seasonal factors, however, because we operate on a fiscal calendar, the number of pay-per-view events recorded in a given quarter may vary. In addition, revenues from our licensing and direct sale of consumer products, including through our catalogs, monthly magazines and Internet sites, may vary from period to period depending on the volume and extent of licensing agreements and marketing and promotion programs entered into during any particular period of time, as well as the commercial success of the media exposure of our characters and brand. The timing of these events as well as the continued introduction of new product offerings and revenue generating outlets can and will cause fluctuation in quarterly revenues and earnings.

Our operating results from WWF NY are expected to be higher in the summer months and around the holidays due to tourism and school vacations.

Our operating results from the XFL will be seasonal with the playing season beginning in February and ending in April. Almost all of our live game, television, and advertising revenues will be generated during these three months. Cost of revenues associated with these revenue streams will also occur during the season. Our licensing, merchandise, and new media revenues and cost of revenues will occur throughout the entire year, but are expected to be the highest during the season.

Inflation

During the past three fiscal years, inflation has not had a material effect on our business.

Recent Pronouncements

In June 1998, the Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 133, as amended by SFAS No. 137 "Accounting for Derivative Instruments and Hedging Activities." The statement requires the recognition of all derivatives as either assets or liabilities in the balance sheet and the measurement of those instruments at fair value, and based on the amendment, effective for all fiscal quarters of all fiscal years beginning after June 15, 2000, which, therefore, would require us to adopt such statement on May 1, 2001. Although our involvement in derivative type instruments is limited, the adoption of this statement would require us to reflect on our balance sheet the estimated fair value of warrants that we received in connection with some license agreements. See Note 16 of Notes to Consolidated Financial Statements.

In December 1999, the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin No.101 ("SAB 101"), Revenue Recognition in Financial Statements". SAB 101 summarizes certain of the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. On June 26, 2000, the SEC issued SAB 101B to defer the effective date of implementation of SAB 101 until no later than the fourth fiscal quarter of fiscal years beginning after December 15, 1999. We are required to adopt SAB 101 by the quarter ending April 30, 2001. We are evaluating whether SAB 101 will cause any change in our revenue recognition policies and procedures.

Cautionary Statement for Purposes of the "Safe Harbor" Provisions of the Private Securities Litigation Reform Act of 1995

The Private Securities Litigation Reform Act of 1995 provides a "safe harbor" for certain statements that are forward-looking and are not based on historical facts. When used in this Annual Report on Form 10-K, the words "may," "will," "could," "anticipate," "plan," "continue," "project," "intend", "estimate", "believe", "expect" and similar expressions are intended to identify forward- looking statements, although not all forward-looking statements contain such words. These statements relate to our future plans, objectives, expectations and intentions and are not historical facts and accordingly involve known and unknown risks and uncertainties and other factors that may cause the actual results or the performance by us to be materially different from future results or performance expressed or implied by such forward-looking statements. The following factors, among others, could cause actual results to differ materially from those contained in forward-looking statements made in this Annual Report on Form 10-K and in oral statements made by our authorized officers: (i) our failure to continue to develop creative and entertaining programs and events would likely lead to a decline in the popularity of our brand of entertainment,
(ii) our failure to retain or continue to recruit key performers could lead to a decline in the appeal of our story lines and the popularity of our brand of entertainment, (iii) the loss of the creative services of Vincent McMahon could adversely affect our ability to create popular characters and story lines, (iv) our failure to maintain or renew key agreements could adversely affect our ability to distribute our television and pay-per-view programming, (v) we may not be able to compete effectively, especially against competitors with greater financial resources or marketplace presence, (vi) we may not be able to protect our intellectual property rights which could negatively impact our ability to compete in the sports entertainment market, (vii) a decline in the general economic conditions or in the popularity of our brand of sports entertainment could adversely impact our business, (viii) our insurance may not be adequate to cover liabilities resulting from accidents or injuries, such as the Own Hart accident, (ix) we may be prohibited from promoting and conducting our live events if we do not comply with applicable regulations, (x) we could incur substantial liabilities, or be required to conduct certain aspects of our business differently, if pending or future material litigation is resolved unfavorably, (xi) the failure of our new complementary businesses, including our professional football league, the XFL, and our entertainment complex, WWF NY and other new or complementary businesses into which we may expand in the future could adversely affect our existing businesses, (xii) through his beneficial ownership of a substantial majority of our Class B common stock, our controlling stockholder can exercise significant influence over our affairs, and his interests could conflict with the holders of our Class A common stock, and
(xiii) a substantial number of shares will be eligible for future sale by our current majority stockholder, and the sale of those shares could lower our stock price. The forward-looking statements speak only as of the date of this Annual Report on Form 10-K and undue reliance should not be placed on these statements.

Item 7A. Quantitative and Qualitative Disclosures about Market Risk

No information with respect to market risk has been included as it has not been material to our financial condition or results of operations.

Item 8. Consolidated Financial Statements and Schedule

The information required by this item is set forth in the Consolidated Financial Statements filed with this report.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosures

Not Applicable.

PART III

The information required by Part III (Items 10-13) is incorporated herein by reference to the captions "Election of Directors", "Executive Compensation" and "Security Ownership of Cetain Beneficial Owners and Management" in our definitive proxy statement for our 2000 Annual Meeting of Stockholders.

PART IV

Item 14. Exhibits, Financial Statement Schedules, and Reports on Form 8-K

(a) The following documents are filed as a part of this report:

1. Financial Statements and Schedule: See index to Financial Statements on page F-1 of this Report.

2. Exhibits:

Exhibit No.	Description of Exhibit
3.1	Amended and Restated Certificate of Incorporation of World Wrestling Federation Entertainment, Inc. (Incorporated by reference to Exhibit 3.2 to our Registration Statement on Form S-1 (No. 333-84327)).
3.2	Amended and Restated By-laws of World Wrestling Federation Entertainment, Inc. (Incorporated by reference to Exhibit 3.4 to our Registration Statement on Form S-1 (No. 333-84327)).
10.1	Form of 1999 Long -Term Incentive Plan. (Incorporated by reference to Exhibit 10.1 to our Registration Statement on Form S-1 (No. 333-84327)).*
10.2	Employment Agreement with Vincent K. McMahon. (Incorporated by reference to Exhibit 10.2 to our Registration Statement on Form S-1 (No. 333-84327)).*
10.3	Booking Contract with Vincent K. McMahon, dated February 15, 2000 (filed herewith).*
10.4	Employment Agreement with Linda E. McMahon. (Incorporated by reference to Exhibit 10.3 to our Registration Statement on Form S-1 (No. 333-84327)).*
10.5	Booking Contract with Linda E. McMahon dated February 15, 2000 (filed herewith).*
10.6	Employment Agreement between Titan Sports Inc. and August J. Liguori, dated as of August 24, 1998. (Incorporated by reference to Exhibit 10.4 to our Registration Statement on Form S-1 (No. 333-84327)).
10.7	Employment Agreement with Stuart C. Snyder (filed herewith).*
10.8	License Agreement between the USA Network and Titan Sports Inc., dated as of July 2, 1998. (Incorporated by reference to Exhibit 10.5 to our Registration Statement on Form S-1 (No. 333-84327). (1)
10.9	Agreement between the USA Network and Titan Sports Inc., dated as of September 1, 1998. (Incorporated by reference to Exhibit 10.6 to our Registration Statement on Form S-1 (No. 333-84327).
10.10	License Agreement between Titan Sports Inc. and inDemand, formerly known as Viewer's Choice L.L.C., dated as of January 20, 1999. (Incorporated by reference to Exhibit 10.7 to our Registration Statement on Form S-1 (No. 333-84327)). (1)

10.11	License Agreement between United Paramount Network and World Wrestling Federation Entertainment, Inc., dated as of August 26, 1999. (Incorporated by reference to Exhibit 10.8 to our Registration Statement on Form S-1 (No. 333-84327)). (2)
10.12	Limited Liability Company Agreement, dated June 12, 2000, between WWFE Sports, Inc. and NBC-XFL Holding, Inc. (filed herewith).
10.13	Registation Rights Agreement, dated June 12, 2000, by and between NBC-WWFE Holding, Inc. and the Registrant (filed herewith).
10.14	Registration Rights Agreement, dated July 28, 2000, by and between Viacom Inc. and the Registrant (filed herewith).
10.15	Revolving Credit and Security Agreement between Titan Sports Inc. and IBJ Schroder Business Credit Corporation, dated as of December 22, 1997. (Incorporated by reference to Exhibit 10.9 to our Registration Statement on Form S-1 (No. 333-84327)).
10.16	Amendment to Revolving Credit and Security Agreement between Titan Sports Inc. and IBJ Schroder Business Credit Corporation, dated as of June 9, 1998. (Incorporated by reference to Exhibit 10.10 to our Registration Statement on Form S-1 (No. 333-84327)).
10.17	Open End Mortgage Deed, Assignment of Rents and Security Agreement between TSI Realty Company and GMAC Commercial Mortgage Corp. (assigned to Citicorp Real Estate, Inc.), dated as of December 12, 1997. (Incorporated by reference to Exhibit 10.11 to our Registration Statement on Form S-1 (No. 333-84327)).
10.18	Promissory Note issued by TSI Realty Company to GMAC Commercial Mortgage Corp. (assigned to Citicorp Real Estate, Inc.), dated as of December 12, 1997. (Incorporated by reference to Exhibit 10.12 to our Registration Statement on Form S-1 (No. 333-84327)).
10.19	Environmental Indemnity Agreement among TSI Realty Company, Titan Sports Inc. and GMAC Commercial Mortgage Corp. (assigned to Citicorp Real Estate, Inc.), dated as of December 12, 1997. (Incorporated by reference to Exhibit 10.13 to our Registration Statement on Form S-1 (No. 333-84327)).
10.20	Assignment of Leases and Rents between TSI Realty Company and GMAC Commercial Mortgage Corp. (assigned to Citicorp Real Estate, Inc.), dated as of December 12, 1997. (Incorporated by reference to Exhibit 10.14 to our Registration Statement on Form S-1 (No. 333-84327)).
10.21	Form of Tax Indemnification Agreement among World Wrestling Federation Entertainment, Inc., Stephanie Music Publishing, Inc., Vincent K. McMahon and the Vincent K. McMahon Irrevocable Deed of Trust, dated as of June 30, 1999. (Incorporated by reference to Exhibit 10.15 to our Registration Statement on Form S-1 (No. 333-84327)).
10.22	Agreement between WWF-World Wide Fund for Nature and Titan Sports, Inc. dated January 20, 1994. (Incorporated by reference to Exhibit 10.16 to our Registration Statement on Form S-1 (No. 333-84327)).
21.1	List of Significant Subsidiaries. (Incorporated by reference to Exhibit 21.1 to our Registration Statement on Form S-1 (No. 333-84327)).
23.1	Consent of Deloitte & Touche LLP (filed herewith).

27.1	Financial data schedule for the fiscal year ended April 30, 2000 (filed herewith).	

* Indicates management contract or compensatory plan or arrangement.

(1) Certain portions of this exhibit have been omitted based upon a request for confidential treatment filed by the Company with the Secretary of the Commission on August 25, 1999, as amended on October 8, 1999. The omitted portion of this exhibit has been separately filed with the Commission.

(2) Certain portions of this exhibit have been omitted based upon a request for confidential treatment filed by the Company with the Secretary of the Commission on September 14, 1999 as amended on October 8, 1999. The Omitted portion of this exhibit has been separately filed with Commission.

(b) Reports on Form 8-K:

The Registrant filed a Report on Form 8-K, dated April 4, 2000, under Item 5- Other Events.

SIGNATURES

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, thereto duly authorized.

World Wrestling Federation Entertainment, Inc.
(Registrant)

Dated: July 28, 2000 *By:/s/ August J. Liguori*
August J. Liguori
Executive Vice President, Chief Financial Officer and Treasurer

Dated: July 28, 2000 *By:/s/ Frank G. Serpe*
Frank G. Serpe
Senior Vice President, Finance and Chief Accounting Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title or Capacity	Date
/s/ Vincent K. McMahon Vincent K. McMahon	Chairman of the Board of Directors	July 28, 2000
/s/ Linda E. McMahon Linda E. McMahon	Chief Executive Officer and Director	July 28, 2000
/s/ Lowell P. Weicker Jr. Lowell P. Weicker Jr.	Director	July 28, 2000
/s/ David Kenin David Kenin	Director	July 28, 2000
/s/ Joseph Perkins Joseph Perkins	Director	July 28, 2000
/s/ Stuart C. Snyder Stuart C. Snyder	President, Chief Operating Officer and Director	July 28, 2000
/s/ August J. Liguori August J. Liguori	Executive Vice President, Chief Financial Officer, Treasurer and Director	July 28, 2000

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholders of World Wrestling Federation Entertainment Inc.

We have audited the accompanying consolidated balance sheets of World Wrestling Federation Entertainment, Inc. as of April 30, 2000 and 1999 and the related consolidated statements of income, changes in stockholders' equity and cash flows for each of the three years in the period ended April 30, 2000. Our audits also included the financial statement schedule listed in the index at Item 14. These financial statements and financial statement schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and financial statement schedule based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as of April 30, 2000 and 1999 and the consolidated results of its operations and its consolidated cash flows for each of the three years in the period ended April 30, 2000 in conformity with accounting principles generally accepted in the United States of America. Also, in our opinion, such financial statement schedule, when considered in relation to the basic consolidated financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

/s/ Deloitte and Touche LLP
Stamford, Connecticut
June 20, 2000
(July 28 as to Note 18)

World Wrestling Federation Entertainment, Inc.

CONSOLIDATED BALANCE SHEETS

(dollars in thousands)

	As of April 30,	
	2000	1999
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$101,779	$ 45,727
Short-term investments	107,213	--
Accounts receivable (less allowance for doubtful accounts of $1,033 at April 30, 2000 and $920 at April 30, 1999)	60,424	37,509
Inventory, net	2,752	2,939
Prepaid expenses and other current assets	6,084	2,849
Assets held for sale	9,600	10,183
Total current assets	287,852	99,207
PROPERTY AND EQUIPMENT--Net	41,484	28,377
OTHER ASSETS	7,696	2,604
TOTAL ASSETS	$337,032	$130,188
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 17,690	$ 12,946
Accrued expenses and other liabilities	32,632	18,816
Accrued income taxes	4,536	2,291
Deferred income	12,220	11,084
Current portion of long-term debt	1,017	1,388
Total current liabilities	68,095	46,525
LONG-TERM DEBT	10,400	11,403
COMMITMENTS AND CONTINGENCIES (Note 11)		
STOCKHOLDERS' EQUITY:		
Common stock	682	567
Additional paid in capital	222,535	1
Accumulated other comprehensive income (loss)	105	(87)
Retained earnings	35,215	71,779
Total stockholders' equity	258,537	72,260
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$337,032	$130,188

See Notes to Consolidated Financial Statements.

World Wrestling Federation Entertainment, Inc.

CONSOLIDATED STATEMENTS OF INCOME

(dollars in thousands, except per share data)

	Fiscal year ended April 30,		
	2000	1999	1998
Net revenues	$379,310	$251,474	$126,231
Cost of revenues	220,980	147,026	87,969
Stock option charges	15,330	--	--
Selling, general and administrative expenses	71,095	45,521	26,117
XFL start up costs	1,079	--	--
Depreciation and amortization	2,544	1,946	1,676
Operating income	68,282	56,981	10,469
Interest expense (Note 9)	2,155	1,125	2,019
Interest and other income, net	7,571	2,117	479
Income before income taxes	73,698	57,973	8,929
Provision for income taxes (Note 10)	14,790	1,943	463
Net income	$ 58,908	$ 56,030	$ 8,466
Earnings per common share - basic	$ 0.94	$ 0.99	$ 0.15
Earnings per common share - diluted	$ 0.94	$ 0.99	$ 0.15
UNAUDITED PRO FORMA INFORMATION (Note 3):			
Historical income before income taxes	$ 73,698	$ 57,973	
Pro forma adjustment other than income taxes	427	2,515	
Pro forma income before income taxes	73,271	55,458	
Pro forma provision for income taxes	28,722	22,227	
Pro forma net income	$ 44,549	$ 33,231	
Pro forma earnings per common share - basic	$ 0.71	$ 0.59	
Pro forma earnings per common share - diluted	$ 0.71	$ 0.59	

See Notes to Consolidated Financial Statements

World Wrestling Federation Entertainment, Inc.

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(dollars in thousands)

	Common Stock	Additional Paid-In Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total
Balance, May 1, 1997	$ 567	$ 1	$ (62)	$ 15,914	$ 16,420
Comprehensive income:					
Net income	--	--	--	8,466	8,466
Translation adjustment	--	--	(37)	--	(37)
Total comprehensive income					8,429
S Corporation distributions	--	--	--	(2,152)	(2,152)
Balance, April 30, 1998	567	1	(99)	22,228	22,697
Comprehensive income:					
Net income	--	--	--	56,030	56,030
Translation adjustment	--	--	12	--	12
Total comprehensive income					56,042
S Corporation distributions	--	--		(6,479)	(6,479)
Balance, April 30, 1999	567	1	(87)	71,779	72,260
Comprehensive Income:					
Net income	--	--	--	58,908	58,908
Unrealized holding gain, net of tax	--	--	194	--	194
Translation adjustment	--	--	(2)	--	(2)
Total comprehensive income					59,100
Net proceeds from initial public offering	115	181,700	--	--	181,815
Stock issuance costs	--	(2,492)	--	--	(2,492)
Stock option charges	--	15,330	--	--	15,330
S Corporation earnings retained	--	27,996	--	(27,996)	--
S Corporation distributions	--	--	--	(67,476)	(67,476)
Balance, April 30, 2000	$ 682	$ 222,535	$ 105	$ 35,215	$258,537

See Notes to Consolidated Financial Statements

World Wrestling Federation Entertainment, Inc.

CONSOLIDATED STATEMENTS OF CASH FLOWS

(dollars in thousands)

	Year ended April 30,		
	2000	1999	1998
OPERATING ACTIVITIES:			
Net income	$ 58,908	$ 56,030	$ 8,466
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	2,544	1,946	1,676
Provision for doubtful accounts	113	920	--
Provision for inventory obsolescence	1,174	1,530	--
Deferred income taxes	(7,148)	(483)	--
Stock option charges	15,330	--	--
Changes in assets and liabilities:			
Accounts receivable	(23,027)	(17,208)	(8,848)
Inventory	(987)	(1,842)	(2,332)
Prepaid expenses and other current assets	(1,553)	(1,522)	(3)
Accounts payable	4,744	(1,937)	1,772
Accrued expenses and other liabilities	13,814	13,409	5,558
Accrued income taxes	2,570	1,698	360
Deferred income	1,128	5,105	(393)
Net cash provided by operating activities	67,610	57,646	6,256
INVESTING ACTIVITIES:			
Purchases of property and equipment	(15,068)	(3,756)	(1,294)
Purchase of Las Vegas property	--	(10,878)	--
Net cash used in investing activities	(15,068)	(14,634)	(1,294)
FINANCING ACTIVITIES:			
Repayments of short-term debt	--	--	(3,300)
Proceeds from long-term debt	--	1,563	12,000
Repayments of long-term debt	(1,373)	(1,166)	(4,478)
Repayments of capital lease obligations	--	--	(96)
Purchase of short-term investments	(106,964)	--	--
S Corporation distributions	(67,476)	(6,479)	(2,152)
Net proceeds from initial public offering	181,815	--	--
Stock issuance costs	(2,492)	--	--
Net cash provided by (used in) financing activities	3,510	(6,082)	1,974
NET INCREASE IN CASH AND CASH EQUIVALENTS	56,052	36,930	6,936
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	45,727	8,797	1,861
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 101,779	$ 45,727	$ 8,797
SUPPLEMENTAL CASH FLOW INFORMATION:			
Cash paid during the period for income taxes	$ 19,697	$ 644	$ 106
Cash paid during the period for interest	2,153	1,143	2,063
SUPPLEMENTAL NON-CASH INFORMATION:			
Receipt of warrants (Note 16)	$ 7	$ 2,359	--
OTHER INFORMATION:			
XFL start-up costs	$ 1,079	--	--

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(dollars in thousands, except share and per share data)

1. Basis of Presentation and Business Description

The accompanying consolidated financial statements include the accounts of World Wrestling Federation Entertainment, Inc., formerly known as Titan Sports Inc., its wholly-owned subsidiaries, TSI Realty Company, WWF Hotel & Casino Ventures LLC, World Wrestling Federation Entertainment Canada, Inc., formerly known as Titan Promotions (Canada), Inc., Stephanie Music Publishing, Inc., WWFE Sports, Inc., Event Services, Inc., WWF New York, Inc. and the Company's majority-owned subsidiary Titan/Shane Partnership (collectively the "Company"). The Company's 50% interest (which currently includes all of the voting equity) in the new venture with NBC ("XFL, LLC"), is held by a wholly owned subsidiary. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. All significant intercompany balances have been eliminated. Certain prior year amounts have been reclassified to conform with the current year presentation.

The Company is an integrated media and entertainment company, principally engaged in the development, production and marketing of television programming, pay-per-view programming, live events, and the licensing and sale of branded consumer products featuring its World Wrestling Federation brand of entertainment. The Company's operations are organized around two principal activities:

. Live and televised entertainment, which consists of live events, television programming and pay-per-view programming. Revenues consist principally of attendance at live events, sale of television advertising time, cable television rights fees, and pay-per-view buys.

. Branded merchandise, which consists of licensing and direct sale of merchandise. Revenues include sales of merchandise by third party licensees and direct marketing and sales of merchandise, magazines and home videos.

Prior to the consummation of the initial public offering of the common stock of World Wrestling Federation Entertainment, Inc. on October 19, 1999 (the "Offering"), the Company entered into a series of transactions that consolidated World Wrestling Federation Entertainment Canada, Inc. and Stephanie Music Publishing, Inc. under World Wrestling Federation Entertainment, Inc. These transactions were accounted for similar to a pooling of interests as World Wrestling Federation Entertainment Canada, Inc. and Stephanie Music Publishing, Inc. had been under common control since their respective formations.

2. Summary of Significant Accounting Policies

Cash and Cash Equivalents - Cash and cash equivalents include cash on deposit in overnight deposit accounts, certificates of deposit with original maturities of three months or less and investments in money market accounts.

Short-term Investments - The Company classifies all of its short-term investments as available-for-sale securities. Such short-term investments consist primarily of the United States government and federal agencies securities, corporate commercial paper and corporate bonds which are stated at market value, with unrealized gains and losses on such securities reflected, net of tax, as other comprehensive income in stockholders' equity. Realized gains and losses on short-term investments are included in earnings and are derived using the specific identification method for determining the cost of securities. It is the Company's intent to maintain a liquid portfolio to take advantage of investment opportunities; therefore, all securities are considered to be available-for-sale and are classified as current assets.

Accounts Receivable - Accounts receivable relate principally to amounts due the Company from cable companies for pay-per-view presentations and balances due from the sale of television advertising, videotapes and magazines.

Inventory - Inventory consists of merchandise sold on a direct sales basis, and videotapes, which are sold through wholesale distributors and retailers. Inventory is stated at the lower of cost (first-in, first-out basis) or market. Substantially all inventories are comprised of finished goods.

Property and Equipment - Property and equipment are stated at historical cost. Depreciation and amortization is computed on a straight-line basis over the estimated useful lives of the assets or, when applicable, the life of the lease, whichever is shorter. Vehicles and equipment are depreciated based on estimated useful lives varying from three to five years. Buildings and related improvements are amortized over thirty-one years, the estimated useful life. Maintenance and repairs are charged directly to expense as incurred.

Income Taxes - Concurrent with the closing of the Offering, the Company terminated its S Corporation election and thereafter has been subject to federal, state and foreign income taxes. See Note 3 regarding pro forma income taxes assuming that the Company had been a C Corporation for the periods prior to the Offering.

Other than World Wrestling Federation Entertainment Canada, Inc., prior to the termination of its S Corporation status, federal taxable income attributable to the operations of the Company was included in the federal taxable income of the individual stockholder. The provision for income taxes for the years ended April 30, 1999 and 1998 relates to the foreign operations of the Company and certain state taxes. The deferred state and foreign tax provision is determined under the asset and liability method. Under this method, deferred assets and liabilities are recognized based on differences between financial statement and income tax basis of assets and liabilities using presently enacted tax rates. Concurrent with the termination of the Company's S Corporation election, all deferred taxes were revalued using a combined federal and state tax rate.

Revenue Recognition - Revenues from live and televised entertainment are recorded when earned, specifically upon the occurrence or airing of the related event. Revenues from the licensing and sale of branded consumer products consist principally of royalty revenues, magazine subscription and newsstand revenues and sales of branded merchandise, net of estimated returns. Royalty revenues are recognized in accordance with the terms of applicable royalty and license agreements with each counter party, which is generally upon receipt of notice by the individual licensee as to license fees due. In certain situations the Company receives royalty advances from third parties which are deferred and recognized over the term of the related agreements. Subscription revenues are initially deferred and earned pro-rata over the related subscription periods. Sales of merchandise and newsstand magazines are recorded when shipped to third parties.

Advertising Expense-- Expenses are charged to income during the period incurred, except for expenses related to the development of a major commercial or media campaign which are charged to income in the period in which the commercial or campaign is first presented by the media.

Foreign Currency Translation - For translation of the financial statements of its Canadian subsidiary, the Company has determined that the Canadian dollar is the functional currency. Assets and liabilities are translated at the year-end exchange rate, and income statement accounts are translated at average exchange rates for the year. The resulting translation adjustment is recorded as accumulated other comprehensive income (loss), a component of stockholders' equity. Foreign currency transactions are recorded at the exchange rate prevailing at the transaction date.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Valuation of Long-Lived Assets - The Company periodically evaluates the carrying value of long-lived assets when events and circumstances warrant such a review. The carrying value of a long-lived asset is considered impaired when indicators of impairment are present and undiscounted cash flows estimated to be generated by the asset are less than the asset's carrying amount. In that event, a loss is recognized based on the amount by which the carrying value exceeds the fair value of the long-lived asset. Fair value is determined primarily using the anticipated cash flows discounted at a rate commensurate with the risk involved.

Stock-Based Compensation--The Company follows the disclosure-only provisions of Statement of Financial Accounting Standards ("SFAS") No. 123, "Accounting for Stock-Based Compensation." SFAS No. 123 encourages, but does not require, companies to adopt a fair value based method for determining expense related to stock-based compensation. The disclosures are set forth in Note 12. The Company continues to account for stock-based compensation using the intrinsic value method as prescribed under Accounting Principles Board Opinion ("APB") No 25, "Accounting for Stock Issued to Employees," and related Interpretations.

Recent Accounting Pronouncements - In June 1998, SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" was released, as amended by SFAS No. 137, for the deferral of the implementation. The statement requires the recognition of all derivatives as either assets or liabilities in the balance sheet and the measurement of those instruments at fair value, and is effective for all fiscal quarters of all fiscal years beginning after June 15, 2000, which therefore would require the Company to adopt such statement on May 1, 2001. Although the Company's involvement in derivative type instruments is limited, the impact of adoption of this statement, if adopted currently, would be to reflect the estimated fair value of certain warrants received by the Company in connection with license agreements (see Note 16).

In December 1999, the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin No.101 ("SAB 101"), "Revenue Recognition in Financial Statements". SAB 101 summarizes certain of the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. On June 26, 2000, the SEC issued SAB 101B to defer the effective date of implementation of SAB 101 until no later than the fourth fiscal quarter of fiscal years beginning after December 15, 1999. The Company is required to adopt SAB 101 by the quarter ending April 30, 2001. The Company is evaluating whether SAB 101 will cause any change in its revenue recognition policies and procedures.

3. Unaudited Pro Forma Information

The unaudited pro forma consolidated statements of income information presents the pro forma effects on the historical consolidated statements of income for fiscal years ended April 30, 2000 and 1999 of $427 and $2,515, respectively, for additional compensation to the chairman of the board of directors and to the chief executive officer pursuant to employment agreements that became effective July 1, 1999. Additionally, it presents income taxes of $28,722 and $22,227 for the fiscal years ended April 30, 2000 and 1999, respectively, to give pro forma effect due to the change in the Company's tax status from a Subchapter S Corporation to a Subchapter C Corporation, representing an overall effective tax rate of 39.2% for fiscal 2000 and 40% for fiscal 1999.

4. Earnings Per Share

For the year ended April 30, 2000, for the purpose of calculating earnings per share - basic, the weighted average number of common shares outstanding was 62,806,726 and for the purpose of calculating earnings per share - diluted, the weighted average number of common shares outstanding, including dilutive securities, was 62,830,279 which includes 23,553 shares representing the dilutive effect of outstanding options.

For the years ended April 30, 1999 and 1998, for the purpose of calculating earnings per share - basic and earnings per share - diluted, the weighted average number of common shares outstanding was 56,667,000.

(dollars in thousands, except share and per share data)

5. Investments

Short-term investments consist of the following as of April 30, 2000:

	Cost	Unrealized Holding Gain	Fair Value
Government obligations	$ 9,300	$ 19	$ 9,319
Corporate obligations	96,435	230	96,665
Other	1,229	--	1,229
Total	$106,964	$249	$107,213

6. Assets Held for Sale

Assets held for sale at April 30, 2000 and 1999 consists primarily of real property of the WWF Hotel & Casino Ventures, LLC located in Las Vegas, Nevada. Management has made a decision to sell the property and is currently soliciting offers. The property was purchased in the second quarter of fiscal 1999 as part of the Company's expansion project. The assets are being carried at their historical cost, which is less than estimated fair value less costs to sell. In determining the fair value, the Company considered, among other things, the range of preliminary purchase prices being discussed with potential buyers as well as a recent appraisal of the property.

7. Property and Equipment

Property and equipment consists of the following as of:

	April 30, 2000	April 30, 1999
Land, buildings and improvements	$ 41,960	$ 31,010
Equipment	24,785	20,170
Vehicles	629	543
	67,374	51,723
Less accumulated depreciation and amortization	25,890	23,346
Total	$ 41,484	$ 28,377

Depreciation and amortization expense was $2,544, $1,946, and $1,676 for the years ended April 30, 2000, 1999 and 1998, respectively.

8. Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consist of the following as of:

	April 30, 2000	April 30, 1999
Accrued pay-per-view event costs	$ 7,020	$ 5,364
Accrued talent royalties	1,981	1,389
Accrued payroll related costs	7,228	2,910
Accrued television costs	8,719	3,009
Accrued other	7,684	6,144
Total	$32,632	$18,816

(dollars in thousands, except share and per share data)

9. Debt

Debt as of April 30, 2000 and 1999 consists of the following:

	2000	1999
GMAC Commercial Mortgage Corporation	$10,932	$11,410
IBJ-Business Credit Corporation	485	1,133
J.L.J. Financial Services Corp	--	88
Charter Financial, Inc	--	160
Total debt	11,417	12,791
Less current portion	1,017	1,388
Long-term debt	$10,400	$11,403

During December 1997, the Company entered into a mortgage loan agreement with GMAC Commercial Mortgage Corporation, assigned to Citicorp Real Estate, Inc., under the terms of which the Company borrowed $12,000 at an annual interest rate of 7.6%. Principal and interest are to be paid in 180 monthly installments of approximately $112, which commenced on January 1, 1998. The loan is collateralized by the Company's executive offices and television studio in Stamford, Connecticut.

During December 1997, the Company entered into a revolving line of credit agreement with IBJ Schroder Business Credit Corporation ("IBJ") under the terms of which the Company may borrow up to $10,000 at the IBJ alternate base rate plus .50% or the IBJ eurodollar rate plus 2.50%, based upon the availability of qualifying receivables which will collateralize the loan. The IBJ agreement expires in December 2000. The credit agreement contains various financial and operating covenants, which, among other things, require the maintenance of certain financial ratios, places limitations on distributions to stockholders and restrict the Company's ability to borrow funds from other sources. In July 1999, the Company obtained a waiver which, among other things, raised the existing limitations on stockholder distributions. At April 30, 2000, there were no outstanding borrowings under the revolving portion of the credit agreement. The Company is obligated to pay an annual .5% commitment fee on the unused portion of the facility during the term of the agreement.

During July 1998, the Company amended its revolving line of credit agreement with IBJ to allow the Company to make a capital expenditure loan, under the terms of which the Company borrowed $1,564 at the IBJ Swap Rate plus 3% (8.92% at April 30, 2000 and at April 30,1999) to be repaid in 29 monthly installments of approximately $54 which commenced on September 1, 1998. The loan is collateralized by the purchased equipment.

During February 1997, the Company entered into a Note and Security Agreement with JLJ Finnancial Services Corp. under which the Company borrowed $285 at a fixed interest rate of 10.89%. As of April 30, 2000, there were no amounts outstanding under this agreement.

During fiscal 1995, the Company entered into a Note and Security Agreement with Charter Financial, Inc. under which the Company borrowed $713 at a fixed interest rate of 10.5%. As of April 30, 2000, there were no amounts outstanding under this agreement.

Interest expense was $2,155, $1,125 and $2,019 for the years ended April 30, 2000, 1999 and 1998, respectively. Included in interest expense for the year ended April 30, 2000 was interest of $1,127 incurred in connection with the $32,000 note payable to the Company's then sole stockholder.

(dollars in thousands, except share and per share data)

At April 30, 2000, the scheduled principal repayments under the loan agreements described above were as follows:

Ending April 30,	
2001	$ 1,017
2002	570
2003	615
2004	663
2005	715
Thereafter	7,837
Total	$11,417

10. Income Taxes

Other than World Wrestling Federation Entertainment Canada, Inc., the Company was formerly an S Corporation for U.S. federal income tax purposes. An S Corporation's income or loss and distributions are passed through to, and taken into account by, the corporation's stockholder in computing personal taxable income. Accordingly, no provision for U.S. federal income tax has been made in the accompanying historical consolidated financial statements for the fiscal years ended April 30, 1999 and 1998. Concurrent with the Company's initial public offering, its tax status was changed from a Subchapter S Corporation to a Subchapter C Corporation. As a Subchapter C Corporation, the Company is directly responsible for all federal and state income taxes. As a result of the change in its tax status, for the year ended April 30, 2000, the Company was taxed on its income at an effective rate of approximately 20% based upon the number of days during the fiscal year that it was a Subchapter S Corporation and the number of days it was a Subchapter C Corporation. The Company's income tax provision for fiscal 2000, 1999 and 1998 was $ 14,790, $1,943 and $463 respectively, and was comprised primarily of current state and foreign taxes for fiscal 1999 and 1998, and includes federal, state and foreign taxes for fiscal 2000. See Note 3 regarding pro forma income taxes assuming the Company had not been an S Corporation.

The Company accounts for income taxes in accordance with the provisions of SFAS 109, "Accounting For Income Taxes." The components of the Company's tax provision for each of the three years in the period ended April 30, 2000 are as follows:

	2000	1999	1998
Current:			
Federal	$16,901	--	--
State and local	4,764	$2,202	$ 414
Foreign	273	224	49
Deferred:			
Federal	(5,951)	--	--
State and local	(1,181)	(413)	--
Foreign	(16)	(70)	--
Total	$14,790	$1,943	$ 463

(dollars in thousands, except share and per share data)

The following sets forth the difference between the provision for income taxes computed at the U.S. federal statutory income tax rate of 35% and that reported for financial statement purposes:

	Year Ended April 30, 2000
Statutory U.S. federal tax at 35%	$ 25,794
State and local taxes, net of federal benefit	3,204
Deferred tax benefit due to change in tax status	(2,660)
Federal benefit of S-Corporation	(11,976)
Foreign	93
Other permanent items	335
Provision for income taxes	$ 14,790

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities consist of the following as of April 30, 2000 and 1999:

	2000	1999
Deferred tax assets:		
Accounts receivable	$ 364	$ 188
Inventories	1,665	100
Prepaid royalties	1,251	--
Stock options	6,012	--
Accrued liabilities and reserves	548	65
Other	464	226
Foreign	86	70
	10,390	649
Deferred tax liabilities:		
Fixed assets and depreciation	1,109	117
Intangible assets	108	7
Other liabilities	--	16
Prepaid royalties	1,522	--
	2,739	140
Total, net	$ 7,651	$ 509

The temporary differences described above represent differences between the tax basis of assets or liabilities and their reported amounts in the consolidated financial statements that will result in taxable or deductible amounts in future years when the reported amounts of the assets or liabilities are recovered or settled. $2,349 of the net deferred tax asset is included in prepaid expenses and other current assets and the remaining $5,302 are included in other non-current assets in the Consolidated Balance Sheet.

United States income taxes have not been provided on unremitted earnings of the Company's foreign subsidiary, because the Company's intent is to keep such earnings indefinitely reinvested in the foreign subsidiary's operations.

(dollars in thousands, except share and per share data)

11. Commitments and Contingencies

Commitments

The Company has certain commitments, including various non-cancellable operating leases, performance contracts with various performers, employee agreements, and agreements with USA Networks and United Paramount Network ("UPN"), both of which are television networks, which guarantees each of the networks a minimum payment for advertising during the course of the respective agreements. The Company's agreement with USA Networks expires on September 1, 2000 at which time, in connection with the Company's agreement with Viacom/CBS, the Company anticipates that its programming will air on cable networks owned by Viacom/CBS through September 2005. The agreement with Viacom/CBS, guarantee the network a minimum payment for advertising during the course of the agreement. In addition, as part of the agreement with Viacom/CBS, the Company's programming agreement with UPN was extended for a three year period ending September 2003. The effectiveness of the Viacom/CBS agreement is conditioned upon the Company's prevailing in USA's appeal of a decision favorable to the Company in litigation brought by USA (See "Legal Proceedings" below). Future minimum payments under the leases and these agreements as of April 30, 2000, adjusted for the Viacom/CBS television agreement and UPN extension, as described above are as follows:

Year Ending April 30,	Operating Lease Commitments	Other Commitments	Total
2001	$ 2,984	$ 46,614	$ 49,598
2002	2,991	38,792	41,783
2003	2,997	34,586	37,583
2004	3,042	19,696	22,738
2005	2,888	10,736	13,624
Thereafter	29,771	13,217	42,988
Total	$44,673	$163,641	$208,314

Rent expense under operating leases was approximately $573, $260 and $170, for the fiscal years ended April 30, 2000, 1999 and 1998, respectively.

On June 29, 1999, the Company made an S Corporation distribution to its then sole stockholder in the form of an unsecured, 5% interest-bearing note in the principal amount of $32,000 due April 10, 2000. The note represented estimated federal and state income taxes payable by the Company's then sole stockholder with respect to the Company's taxable income for fiscal 1999 and estimated taxable income for the period May 1, 1999 through October 18, 1999 which represents the portion of the Company's taxable earnings for fiscal 2000 allocated to the S Corporation. As of April 30, 2000, the Company paid the $32,000 note in full plus an additional $8,400. The additional $8,400 represented additional tax liabilities of the then sole stockholder due to a revision of estimated taxes payable for the tax periods described above. To the extent the portion of the Company's fiscal 1999 and 2000 actual earnings allocated to the S Corporation exceeds those earnings used in the calculation of estimated income taxes payable by its then sole stockholder, the Company may need to make an additional distribution to its stockholders of record as of July 3, 1999 which is expected to be paid no later than August 15, 2000.

Legal Proceedings

On May 13, 1991, William R. Eadie, a former professional wrestler who had been one of the Company's performers, filed a lawsuit in state court in Wisconsin against the Company and Mr. McMahon. The case was removed to the United States District Court for the District of Connecticut on August 7, 1991. The suit alleges that the Company breached an oral agreement to compensate Eadie for the use of his ideas in connection with a wrestling tag team called "Demolition" and to employ him for life. Plaintiff is seeking $6,500 in compensatory damages and unspecified punitive damages. The Company has denied any liability and is vigorously contesting this action. In a similar action filed against the Company on April 10, 1992 in the United States District Court for the District of Connecticut, Randy Colley, a former professional wrestler who had been one of the Company's performers, also alleges that the Company breached an oral agreement to compensate him for disclosing his idea for a wrestling tag team called "Demolition." He is seeking unspecified compensatory and punitive damages. The Company has denied any liability and is vigorously defending this action. Colley's claims were consolidated for trial with those of Eadie. The Company believes that both plaintiffs' claims are without merit. On May 20, 1998, a magistrate judge ruled that the plaintiffs' expert on damages could not testify at trial. Thereafter, the plaintiffs engaged a second expert on damages, whose report was filed on August 31, 1999. Given the substance of the second expert's opinion, as well as continuing developments in the law regarding the relevance and reliability of expert opinions, it is not possible to predict whether this second expert's opinion will be admitted into evidence at trial. The Company believes that an unfavorable outcome in these actions may have a material adverse effect on its financial condition, results of operations or prospects.

On June 21, 1996, the Company filed an action against WCW and Turner Broadcasting Systems, Inc. ("TBS") in the United States District Court for the District of Connecticut, alleging unfair competition and infringement of its copyrights, servicemarks and trademarks with respect to two characters owned by the Company, Razor Ramon and Diesel. On May 18, 1998, WCW filed an action against the Company in the United States District Court for the District of Connecticut and immediately moved to consolidate this action with the Company's pending action against WCW and TBS. WCW alleged that the Company diluted various marks owned by and/or licensed to WCW by disparaging those marks and also claims that the Company engaged in unfair competition when it aired a "Flashback" series of past World Wrestling Federation performances on USA Network without disclosing that some of the performers, at the time the series was subsequently broadcast, were then affiliated with WCW. The parties have resolved the pending litigation between them to their mutual satisfaction.

On June 15, 1999, members of the family of Owen Hart, a professional wrestler performing under contract with the Company, filed suit in state court in Missouri against the Company, Vincent and Linda McMahon and nine other defendants, including the manufacturer of the rigging equipment involved, individual equipment riggers and the arena operator, as a result of the death of Owen Hart during a pay-per-view event at Kemper Arena in Kansas City, Missouri on May 23, 1999. The specific allegations against the Company include the failure to use ordinary care to provide proper equipment and personnel for the safety of Owen Hart, the failure to take special precautions when conducting an inherently dangerous activity, endangerment and the failure to warn, vicarious liability for the negligence of the named individual defendants, the failure to properly train and supervise, and the provision of dangerous and unsafe equipment. Plaintiffs seek compensatory and punitive damages in unspecified amounts. On September 1, 1999, the Company filed its answer, affirmative defenses and cross-claims, denying any liability for negligence and other claims asserted against the Company. Subsequently, the manufacturing defendants settled, and the Company has filed third party petitions against them. The Company believes that it has meritorious defenses and intends to defend vigorously against the suit. On October 1, 1999, the Company filed a complaint in the United States District Court for the District of Connecticut, principally seeking a declaratory judgment with respect to the enforceability of contractual defenses, forum selection clauses, and other provisions of Owen Hart's contract with the Company. The defendants have filed a motion to dismiss the Company's complaint for want of jurisdiction, which is currently pending before the court. On February 22, 2000, the Company filed an Emergency Motion for Specific Enforcement of and for Summary Judgment on Forum Selection Clause seeking a legal ruling that any claims belonging to Owen Hart arising out of his relationship with the Company be adjudicated in Connecticut. The Company's motion is currently pending. The Company believes that an unfavorable outcome of this suit may have a material adverse effect on its financial condition, results of operations or prospects.

On September 20, 1999, the Company was formally served with a complaint regarding an action that Nicole Bass, a professional wrestler previously affiliated with the Company, filed in the United States District Court for the Eastern District of New York in which she alleges sexual harassment under New York law, civil assault and intentional infliction of emotional distress. Bass's complaint sought $20,000 in compensatory damages and $100,000 in punitive damages. On or about November 9, the Company received a Notice of Charge of Discrimination from the Equal Employment Opportunity Commission (EEOC) filed by Nicole Bass. On January 27, 2000, the EEOC closed its file on her claim. The Company filed a Motion to Dismiss the complaint on or about January 10, 2000. Plaintiff filed an amended complaint on February 28, 2000 withdrawing her stated demand of $100,000 in punitive damages as well as her claims of civil assault and intentional infliction of emotional distress. The amended complaint now seeks relief under Title VII for Sexual Harassment, Title 42 ss.1981 (a) for gender bias, and for violations of the New York Human Rights law. The Company has filed a Motion to Dismiss, Motion to Strike and Motion for a More Definite Statement to the Amended Complaint. The Company believes that the claims are without merit and intend to vigorously defend against this action. Based on the Company's preliminary review of the allegations and the underlying facts, as the Company understands them, the Company does not believe that an unfavorable outcome in this action will have a material adverse effect on its financial condition or results of operations or prospects.

On April 17, 2000 WWF-World Wide Fund for Nature (the "Fund") instituted legal proceedings against the Company in the English High Court seeking injunctive relief and unspecified damages for alleged breaches of an agreement between the Fund and the Company. The Fund alleges that the Company's use of the initials "WWF" in various contexts, including uses in the wwf.com and wwfshopzone.com internet domain names and in contents of various of the Company's web sites; its "scratch" logo; and certain oral uses in the contexts of foreign broadcasts of its programming, violate the agreement between the Fund and the Company. The Company believes that it has meritorius defenses and intends to defend the action vigorously. The Company believes that an unfavorable outcome of this suit may have a material adverse effect on its financial condition, results of operations or prospects.

Pursuant to the Company's contract with USA Network, the Company tendered to USA an offer made by Viacom/CBS for a strategic alliance agreement, which included certain transmission rights for its programming. USA Network purported to match the offer and simultaneously filed an action in the Delaware Court of Chancery seeking (i) injunctive relief enjoining the contract between Viacom/CBS and the Company, and (ii) an award of specific performance requiring the Company to enter into a contract with USA Network. After expedited discovery proceedings and a trial on the merits, the Court ruled in its favor that USA Network had failed to match Viacom/CBS's offer. USA has filed an appeal of this ruling to the Delaware Supreme Court and a hearing is scheduled for August 14, 2000.

The Company is not currently a party to any other material legal proceedings. However, it is involved in several other suits and claims in the ordinary course of business, and it may from time to time become a party to other legal proceedings arising in the ordinary course of doing business.

12. Stockholders' Equity

On October 15, 1999, the Company filed an amended and restated certificate of incorporation which, among other things, authorized 60,000,000 shares of new Class B common stock, par value $.01 per share, reclassified each outstanding share of World Wrestling Federation Entertainment, Inc. common stock into 566,670 shares of Class B common stock, authorized 180,000,000 shares of new Class A common stock, par value $.01 per share and authorized 20,000,000 shares of preferred stock, par value $.01 per share. On October 19,1999, the Company sold 11,500,000 shares of its Class A common stock to the public at an initial offering price of $17.00 per share. The net proceeds to the Company generated from the offering were approximately $179,323 after deducting commissions, fees and expenses. On April 30, 2000, the Company had 56,667,000 shares of Class B common stock and 11,500,000 shares of Class A common stock outstanding.

In July 1999, the Company adopted the 1999 Long-Term Incentive Plan ("LTIP"), which became effective with the Offering. The LTIP provides for grants of options as incentives and rewards to encourage employees, directors, consultants and performers in the long-term success of the Company. The LTIP provides for grants of options to

(dollars in thousands, except share and per share data)

purchase shares at a purchase price equal to the fair market value on the date of the grant. The options expire 10 years after the date of the grant and are generally exercisable in installments beginning one year from the date of the grant. The LTIP also provides for the grant of other forms of equity based incentive awards as determined by the Compensation Committee of the Board of Directors. The total number of shares reserved for issuance under the LTIP are 10,000,050, of which 5,348,500 stock options were outstanding under the LTIP as of April 30, 2000. Of these options, 987,000 were granted to independent contractors consisting primarily of the Company's performers. With respect to the options granted to independent contractors, the Company accounted for the equity instrument grants in accordance with SFAS No. 123, "Accounting for Stock Based Compensation" and with Emerging Issues Task Force Issue No. 96-18, "Accounting for Equity Instruments That Are Issued to Other Than Employees For Acquiring, or in Conjunction with Selling, Goods or Services" and as a result recorded a charge of $6,020 during the second quarter of fiscal 2000. The options granted to employees have been accounted for in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees."

Presented below is a summary of the LTIP's activity for the period commencing with the date of the offering through the fiscal year ended April 30, 2000.

	Options	Weighted Average Exercise Price
Options granted at Offering	5,400,500	$17.00
Options granted subsequent to the Offering	45,000	17.00
Options cancelled	(97,000)	17.00
Balance April 30, 2000	5,348,500	$17.00

The following table summarizes information for options outstanding and exercisable at April 30, 2000:

Range of Prices	Number of Options Outstanding	Weighted Average Remaining Life	Weighted Average Exercise Price	Number of Options Exercisable	Weighted Average Exercise Price
$17.00	5,348,500	9.5 years	$17.00	621,100	$17.00

Pro Forma Fair Value Disclosures

Had compensation expense for the Company's stock options been recognized based on the fair value on the grant date under the methodology prescribed by SFAS No.123, the Company's net income and basic and diluted earnings per common share for the year ended April 30, 2000 would have been impacted as shown in the following table:

	April 30, 2000
Reported net income	$ 58,908
Pro forma net income	$ 53,039
Reported basic and diluted earnings per common share	$ 0.94
Pro forma basic and diluted earnings per common share	$ 0.84

(dollars in thousands, except share and per share data)

The fair value of options granted to employees, which is amortized to expense over the option vesting period in determining the pro forma impact, is estimated on the date of the grant using the Black-Scholes option-pricing model with the following weighted average assumptions:

Expected life of option	3 years
Risk-free interest rate	5.5%
Expected volatility of the Company's common stock	44%

The weighted average fair value of options granted to employees during fiscal 2000 is as follows:

Fair value of each option granted to employees	$ 6.04
Total number of options granted to employees	4,361,500
Total fair value of all options granted to employees	$ 26,364

In accordance with SFAS No.123, the weighted average fair value of stock options granted to employees is based on a theoretical statistical model using the preceding assumptions. In actuality, because the Company's stock options are not traded on any exchange, employees can receive no value nor derive any benefit from holding stock options under these plans without an increase in market price of the World Wrestling Federation Entertainment, Inc. common stock. Such an increase in stock price would benefit all stockholders commensurately.

In April 2000, the Company entered into a non-forfeitable agreement with Viacom/CBS whereby, Viacom/CBS could acquire 2.3 million newly issued shares of the Company's stock at $13 per share. The Company accounted for this agreement under the provisions of Emerging Issues Task Force Issue No. 96-18, "Accounting for Equity Instruments That Are Issued to Other Than Employees for Aquiring, or in Conjunction with Selling, Goods or Services," and, accordingly, recorded a fourth quarter fiscal 2000 charge of $9,310.

13. Employee Benefit Plans

The Company sponsors a 401(k) defined contribution plan covering substantially all employees. Under this plan, participants are allowed to make contributions based on a percentage of their salaries, subject to a statutorily prescribed annual limit. The Company makes matching contributions of 50 percent of each participant's contributions, up to 6 percent of eligible compensation (maximum 3% matching contribution). The Company may also make additional discretionary contributions to the 401(k) plan. The Company's expense for matching contributions and additional discretionary contributions to the 401(k) plan was $1,082 during fiscal 2000 and $233 during fiscal 1999. There were no Company matching contributions to the 401(k) plan in fiscal 1998.

The Company sponsored a profit sharing plan for the benefit of employees meeting certain eligibility requirements. This profit sharing plan was merged into the Company's 401(k) plan during fiscal 1999, with all assets associated with the profit sharing plan being transferred into the 401(k) plan. The Company's expense under the profit sharing plan was $1,568 during fiscal 1998.

During fiscal 1999 the Company created its Money Purchase Plan. Under this plan, the Company makes a contribution to each participant's account based upon a formula as prescribed by the plan document. The Company's expense under the Money Purchase Plan was $1,434 and $769 during fiscal 2000 and fiscal 1999, respectively.

14. Related Party Transactions

The Company expensed approximately $2, $123 and $1,063 in fiscal 2000, 1999 and 1998, respectively in travel related costs and management fees paid to a travel agency which had been owned by the chief executive officer of the Company. On June 5, 2000, the chief executive officer sold the travel agency to an unaffiliated third party. The management fee is paid in return for the travel agency's overall management of the Company's travel planning requirements. Amounts

receivable from the travel agency at April 30, 2000 and 1999 was $336 and $205, respectively. These balances arise from transactions conducted in the normal course of business.

A member of the Company's board of directors also was an independent contractor engaged by the Company during fiscal 2000. Prior to the date of the Offering, this director received $63 for his services and for the period subsequent to the Offering through April 30, 2000, this director received $38.

The Company had a receivable from Shane Distribution Co. in the amount of $377 at April 30, 2000 and 1999. Shane Distribution Co. is a movie distribution company owned by the chairman of the Company.

For the fiscal years ended April 30, 2000, 1999 and 1998, the Company made S Corporation distributions to its sole stockholder of $67,476, $6,479 and $2,152 respectively. Of the $67,476 distributed in fiscal 2000, $40,412 related to the payment of taxes by our then sole stockholder for S Corporation earnings of the Company.

On April 10, 2000, in connection with the payment of the outstanding balance of the note payable to its then sole stockholder, the Company paid $1,127 of interest on the $32,000 note payable to its then sole stockholder.

On June 29, 1999, the Company made a distribution of $25,500 to its then sole stockholder representing a portion of previously earned and undistributed earnings, which have been fully taxed at the stockholder level. In addition, on June 29, 1999, the Company made an S Corporation distribution to its then sole stockholder in the form of an unsecured, 5% interest-bearing note in the principal amount of $32,000 due April 10, 2000. The note represented estimated federal and state income taxes payable by the Company's then sole stockholder with respect to the Company's taxable income for fiscal 1999 and estimated taxable income for the period May 1, 1999 through October 18, 1999 which represents the portion of the Company's taxable earnings for fiscal 2000 allocated to the S Corporation. As of April 30, 2000, the Company paid the $32,000 note in full plus an additional $8,400. The additional $8,400 represented additional tax liabilities of the then sole stockholder due to a revision of estimated taxes payable for the tax periods described above. To the extent the portion of the Company's fiscal 1999 and 2000 actual earnings allocated to the S Corporation exceeds those earnings used in the calculation of estimated income taxes payable by its then sole stockholder, the Company may need to make an additional distribution to its stockholders of record as of July 3, 1999 which is expected to be paid no later than August 15, 2000.

(dollars in thousands, except share and per share data)

15. Segment Information

The Company's operations are currently conducted within three reportable segments, live and televised entertainment, branded merchandise and XFL activities. The live and televised entertainment segment consists of live events, television programming and pay per view programming. The branded merchandise segment includes consumer products sold through third party licensees and the marketing and sale of merchandise, magazines and home videos. The XFL segment currently consists of costs related to the development and start-up of the Company's professional football league. The Company does not allocate corporate overhead to each of the segments and as a result, corporate overhead is a reconciling item in the table below. Included in corporate overhead for the year ended April 30, 2000 is non-cash stock option charges of $15,330. There are no intersegment revenues. Results of operations and assets from non-U.S. sources are less than 10% of the respective consolidated financial statement amounts. The table presents information about the financial results of each segment for the years ended April 30, 2000, 1999 and 1998 and assets as of April 30, 2000 and 1999.

	April 30,		
	2000	1999	1998
Net revenues:			
Live and televised entertainment - WWF brand	$ 265,485	$ 170,045	$ 92,649
Branded merchandise - WWF brand	113,825	81,429	33,582
Total net revenues	$ 379,310	$ 251,474	$ 126,231
Depreciation and Amortization:			
Live and televised entertainment - WWF brand	$ 1,333	$ 908	$ 633
Branded merchandise - WWF brand	--	--	--
Corporate	1,211	1,038	1,043
Total depreciation and amortization	$ 2,544	$ 1,946	$ 1,676
Operating Income (Loss):			
Live and televised entertainment - WWF brand	$ 94,672	$ 61,870	$ 19,390
Branded merchandise - WWF brand	41,340	26,163	11,159
XFL (start-up costs)	(1,079)	--	--
Corporate (including fiscal 2000 non-cash stock option charges of $15,330)	(66,651)	(31,052)	(20,080)
Total operating income	$ 68,282	$ 56,981	$ 10,469
Assets:			
Live and televised entertainment	$ 72,042	$ 39,096	
Branded merchandise	23,320	24,118	
Unallocated	241,670	66,974	
Total assets	$ 337,032	$ 130,188	

(dollars in thousands, except share and per share data)

16. Financial Instruments and Off-Balance Sheet Risk

Concentration of Credit Risk - Financial instruments, which potentially subject the Company to concentrations of credit risk, are principally bank deposits and accounts receivable. Cash and cash equivalents are deposited with high credit quality financial institutions. Except for receivables from cable companies related to pay-per-view events, concentrations of credit risk with respect to trade receivables are limited due to the large number of customers. A significant portion of trade receivables for pay-per-view events are due from the Company's pay-per-view administrator, who collects and remits payments to the Company from individual cable system operators. The Company performs ongoing evaluations of its customers' financial condition, including its pay-per-view administrator, and monitors its exposure for credit losses and maintains allowances for anticipated losses.

Fair Value of Financial Instruments - The carrying amounts of cash, cash equivalents, accounts receivable and accounts payable approximate fair value because of the short-term nature and maturity of such instruments. The carrying amount of the Company's long-term debt approximates fair value as the interest rates on the instruments approximate market rates. In addition, the Company has received warrants from three publicly traded companies with whom it has licensing agreements. The estimated fair value of the warrants on the date of receipt aggregated approximately $2,366. Such amount is being recognized as license revenues over the respective license periods. The carrying amount of these warrants is included in other assets at April 30, 2000. The estimated fair value of such warrants was $2,657 at April 30, 2000.

17. Quarterly Financial Summaries (unaudited)

	1st Quarter	2nd Quarter(1)	3rd Quarter	4th Quarter (1)
2000				
Net revenues	$76,222	$88,267	$98,374	$116,447
Gross profit	$35,177	$36,139	41,711	$ 45,303
Net income	$20,276	$ 7,848	$20,169	$ 10,615
Earnings per common share - basic	$ 0.36	$ 0.14	$ 0.30	$ 0.16
Earnings per common share--diluted	$ 0.36	$ 0.14	$ 0.29	$ 0.16
Pro forma net income	$12,499	$ 6,851	$15,721	$ 9,478
Pro forma earnings per common share - basic and diluted	$ 0.22	$ 0.12	$ 0.23	$ 0.14
1999				
Net revenues	$39,042	$53,412	$65,199	$ 93,821
Gross profit	$14,011	$22,485	$27,870	$ 40,082
Net income	$ 5,061	$12,234	$17,031	$ 21,704
Earnings per common share - basic and diluted	$ 0.09	$ 0.22	$ 0.30	$ 0.38
Pro forma net income	$ 2,801	$ 7,222	$10,198	$ 13,010
Pro forma earnings per common share - basic and diluted	$ 0.05	$ 0.13	$ 0.18	$ 0.23

(1) - Includes the second quarter fiscal 2000 non-cash charge of approximately $6,020 relating to the granting of stock options to certain performers who are independent contractors.

(2) - Includes the fourth quarter fiscal 2000 non-cash charge of approximately $9,310 ($5,660, net of tax) relating to the Company's nonforfeitable agreement with Viacom/CBS to aquire approximately 2.3 million newly issued shares of the Company's Class A common stock.

18. Subsequent Events

Purchase of WWF NY Entertainment Complex

On May 3, 2000, the Company acquired net assets of approximately $21,000 of the WWF NY entertainment complex from its licensee for $24,500. The Company will account for this transaction as a purchase. Goodwill arising as a result of this transaction amounted to approximately $3,500 which will be amortized over 10 years.

NBC Agreements

On June 12, 2000, the Company entered into a venture with National Broadcasting Company, Inc. ("NBC") to own and fund a professional football league, XFL. Both the Company and NBC own 50% of the league, which owns all eight football teams. In accordance with the terms of the agreement, the Company will control the operations of the venture and, accordingly, will consolidate such operations in its financial statements until such time that NBC converts its non-voting equity into voting equity. NBC will, however, fund a 50% share of the venture's cash needs from the inception of the agreement. For income tax purposes, both NBC and the Company will allocate the operations equally in accordance with federal tax law. On June 12, 2000, NBC purchased approximately 2.3 million newly issued shares of the Company's Class A common stock at $13 per share for a total investment of $30,000. As a result of the stock purchase, the Company will record a non-cash charge of $10,700 which will be amortized over approximately 30 months, commencing in the first quarter of fiscal 2001.

Viacom/CBS Agreeement

On July 28, 2000 Viacom/CBS purchased approximately 2.3 million newly issued shares of the Company's Class A common stock at $13 per share for a total investment of $30,000.

SCHEDULE II - VALUATION AND QUALIFYING ACCOUNTS

(In Thousands)

Description	Balance At Beginning of Period	Additions Charged to Costs and Expenses	Deductions(1)	Balance at End of Period
For the Year Ended April 30, 2000				
Allowance for doubtful accounts deducted from accounts receivable	$ 920	$ 113	$ --	$1,033
Inventory obsolesence	1,530	1,174	(633)	2,071
For the Year Ended April 30, 199				
Allowance for doubtful accounts deducted from accounts receivable	--	920	--	920
Inventory obsolesence	--	1,530	--	1,530
For the Year Ended April 30, 1998				
Allowance for doubtful accounts deducted from accounts receivable	--	--	--	--
Inventory obsolesence	124	--	(124)	--

(1) Deductions are comprised of disposals of obsolete inventory.

EXHIBIT 10.3

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.
BOOKING CONTRACT

This World Wrestling Federation Entertainment, Inc. Booking Contract ("Agreement"), dated this Fifteenth (15th) day of February, 2000, and made effective as of January 1, 2000, by and between World Wrestling Federation Entertainment, Inc., a Delaware corporation, with its principal place of business at 1241 East Main Street, Stamford, Connecticut 06902 (hereinafter referred to as "COMPANY"), and Vincent K. McMahon, an individual residing at 14 Hurlingham Drive, Greenwich, CT 06831 (hereinafter referred to as "TALENT").

PREMISES

WHEREAS, COMPANY is duly licensed, as required, to conduct professional wrestling exhibitions and is actually engaged in the business of organizing, publicizing, arranging, staging and conducting professional wrestling exhibitions throughout the world and of representing professional wrestlers in the promotion and exploitation of a professional wrestler's name, likeness, personality and character; and

WHEREAS, COMPANY has established a nationwide network of television stations which regularly broadcast COMPANY's wrestling programs for purposes of publicizing COMPANY's professional wrestling exhibitions and COMPANY has established a network of cable television organizations which regularly broadcast COMPANY's professional wrestling exhibitions on a pay-per-view basis; and in addition thereto, COMPANY has developed and produced certain other television programs, which are also used to publicize, display and promote COMPANY's professional wrestling exhibitions; and

WHEREAS, COMPANY's business operations afford TALENT opportunities to wrestle and obtain public exposure which will increase the value of his wrestling services and his standing in the professional wrestling community and entertainment industry; and

WHEREAS, TALENT is duly licensed, as required, to engage in professional wrestling exhibitions and is actually engaged in the business of performing as a professional wrestler; and

WHEREAS, TALENT is a performing artist and the professional wrestling exhibitions arranged by COMPANY constitute demonstrations of wrestling skills and abilities designed to provide athletic-styled entertainment to the public, and such wrestling exhibitions constitute entertainment and are not competitive sports; and

WHEREAS, TALENT desires COMPANY to arrange wrestling matches for TALENT and to assist TALENT in obtaining public exposure through live exhibitions, television programs, public appearances, and merchandising activities, or otherwise;

NOW THEREFORE, in consideration of the mutual promises and agreements as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

1. BOOKING

1.1 TALENT hereby grants exclusively to COMPANY, and COMPANY hereby accepts, the following worldwide rights:

(a) During the term of this Agreement as defined below, the right to engage TALENT's performance in wrestling matches at professional wrestling exhibitions, as well as appearances of any type at other events, engagements or entertainment programs in which TALENT performs services as a professional wrestler, entertainer or otherwise directed by COMPANY in its sole discretion (collectively the "Events"), whether such Events are staged before a live audience, in a television broadcast studio, on location (for later viewing or broadcast) or otherwise.

(b) During the term of this Agreement as defined below, the right, in perpetuity, to sell or otherwise distribute tickets of admission to the general public for viewing any or all of the Events, as well as to view the Events on any closed circuit television, pay-per-view television, video exhibition or any other medium now known or hereinafter discovered.

(c) During the term of this Agreement and thereafter, as provided for in this Agreement, the right to solicit, negotiate, and enter into agreements for and on behalf of TALENT for the exploitation of Intellectual Property (as defined hereinbelow) for merchandising, commercial tie-ups, publishing, personal appearances, performances in non-wrestling events and endorsements.

1.2 In consideration of TALENT's granting of rights, license and other services, as set forth herein, and provided TALENT shall faithfully and fully perform all obligations hereunder, COMPANY shall endeavor to book TALENT as an individual or as a member of a group, which determination shall be made in COMPANY's sole discretion, in matches at various Events.

2. WORKS

2.1 If COMPANY books TALENT to appear and perform at Events, TALENT hereby grants to COMPANY and COMPANY hereby accepts, the exclusive right during the term of this Agreement to video tape, film, photograph, or otherwise record, or to authorize others to do so, by any media now known or hereinafter discovered, TALENT's appearance, performance, commentary, and any other work product for any or all of the Events. (These recordings by tape, disc, film, or otherwise are collectively referred to herein as the "Programs".)

2.2 Notwithstanding the termination of this Agreement for any reason, and notwithstanding any other provision of this Agreement, COMPANY shall have the right to produce, reproduce, reissue, manipulate, reconfigure, license, manufacture, record, perform, exhibit, broadcast, televise by any form of television (including without limitation, free, cable, pay cable, closed circuit and

pay-per-view television), transmit, publish, copy, reconfigure, compile, print, reprint, vend, sell, distribute and use via any other medium now known or hereinafter discovered, and to authorize others to do so, the Programs, in perpetuity, in any manner or media and by any art, method or device, now known or hereinafter discovered (including without limitation, by means of videodisc, videocassette, optical, electrical and/or digital compilations, theatrical motion picture and/or non-theatrical motion picture). All gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and any other items of tangible property provided to TALENT by COMPANY and/or containing New Intellectual Property as defined in paragraph 3.2 (a) shall be immediately returned to COMPANY upon termination of this Agreement for any reason.

2.3 TALENT's appearance, performance and work product in any or all of the Events and/or Programs shall be deemed work for hire; and notwithstanding the termination of this Agreement, COMPANY shall own, in perpetuity, all Programs and all of the rights, results, products and proceeds in and to, or derived from the Events and Programs (including without limitation, all incidents, dialogue, characters, actions, routines, ideas, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and any other tangible or intangible materials written, composed, submitted, added, improvised, or created by or for TALENT in connection with appearance at the Events and/or in the Programs) and COMPANY may obtain copyright and/or trademark and/or any other legal protection therefor, now known or hereinafter discovered, in the name of COMPANY and/or on behalf of COMPANY's designee.

2.4 If COMPANY directs TALENT, either singly or in conjunction with COMPANY, to create, design or develop any copyrightable work (herein referred to as a "Development"), such Development shall be deemed work for hire and COMPANY shall own such Development. All Programs and Developments referred to in this Agreement are collectively referred to as "Works."

2.5 All Works and TALENT's contributions thereto shall belong solely and exclusively to COMPANY in perpetuity notwithstanding any termination of this Agreement. To the extent that such Works are considered: (i) contributions to collective works, (ii) a compilation, (iii) a supplementary work and/or (iv) as part or component of a motion picture or other audio-visual work, the parties hereby expressly agree that the Works shall be considered "works made for hire" under the United States Copyright Act of 1976, as amended (17 U.S.C. (S) 101 et seq.). In accordance therewith, all rights in and to the Works shall belong exclusively to COMPANY in perpetuity, notwithstanding any termination of this Agreement. To the extent that such Works are deemed works other than "works made for hire," TALENT hereby assigns to COMPANY all right, title and interest in and to all rights in such Works and all renewals and extensions of the copyrights or other rights that may be secured under the laws now or hereafter in force and effect in the United States of America or any other country or countries.

3. INTELLECTUAL PROPERTY

3.1 The parties agree that as of the date of this Agreement, all service marks, trademarks and any and all other distinctive and identifying indicia under which TALENT claims any rights,

including but not limited to TALENT's legal name, nickname, ring name, likeness, personality, character, caricatures, voice, signature, costumes, props, gimmicks, gestures, routines and themes, which are owned by TALENT or in which TALENT has any rights anywhere in the world (collectively, the "Original Intellectual Property") are described and identified on Schedule A attached hereto and incorporated herein by reference. During the Term of the Agreement, TALENT hereby assigns in good faith to COMPANY and COMPANY hereby accepts all worldwide right, title and interest in and to TALENT's Original Intellectual Property, including, but not limited to, the rights to license, reproduce, manipulate, promote, expose, exploit and otherwise use the Original Intellectual Property anywhere in the world in any commercial manner, media, art form, method or device now known or hereinafter discovered.

3.2 (a) With the exception of TALENT's Original Intellectual Property, any service marks, trademarks and/or distinctive and identifying indicia, including ring name, nickname, likeness, personality, character, caricatures, voice, signature, props, gestures, routines, themes, incidents, dialogue, actions, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and any other items of tangible or intangible property written, composed, submitted, added, improvised, created and/or used by or associated with TALENT's performance in the business of professional wrestling or sports entertainment during the term of this Agreement (collectively the "New Intellectual Property") are hereby assigned to and shall belong to COMPANY, in perpetuity, with COMPANY retaining all such ownership rights exclusively throughout the world notwithstanding any termination of this Agreement.

(b) Upon the termination of this Agreement, all rights in and to the Original Intellectual Property shall revert to TALENT, except that COMPANY, its licensees, sublicensees and assigns may continue to exploit any and all materials, goods, merchandise and other items incorporating the Original Intellectual Property made before such termination, until all such materials, goods and merchandise are sold off.

3.3 It is the intention of the parties that the New Intellectual Property belongs to COMPANY, in perpetuity, even to the exclusion of TALENT, and shall survive the termination of this Agreement for any reason. COMPANY shall have the exclusive right to assign, license, sublicense, reproduce, promote, expose, exploit and otherwise use the New Intellectual Property in any commercial manner now known or hereinafter discovered, regardless of whether such rights are exercised during or after the Term of this Agreement and notwithstanding termination of this Agreement for any reason.

3.4 The Original Intellectual Property and the New Intellectual Property are hereinafter collectively referred to as "Intellectual Property."

3.5 TALENT agrees to cooperate fully and in good faith with COMPANY for the purpose of securing and preserving COMPANY's rights in and to the Intellectual Property. In connection herewith, TALENT acknowledges and hereby grants to COMPANY the exclusive worldwide right during the Term of this Agreement (with respect to Original Intellectual Property) and in perpetuity

(with respect to New Intellectual Property) to apply for and obtain trademarks, service marks, copyrights and other registrations throughout the world in COMPANY's name and/or on behalf of Company's designee. At COMPANY's expense and request, COMPANY and TALENT shall take such steps, as COMPANY deems necessary for any registration or any litigation or other proceeding, to protect COMPANY's rights in the Original Intellectual Property and/or New Intellectual Property and/or Works.

4. MERCHANDISING

4.1 TALENT hereby agrees that COMPANY shall have the exclusive right (i) during the Term of this Agreement and thereafter, as provided in this Agreement, to use the Original Intellectual Property and (ii) in perpetuity, to use the New Intellectual Property in connection with the manufacture, production, reproduction, reissuance, manipulation, reconfiguration, broadcast, rebroadcast, distribution, sale, and other commercial exploitation in any manner, now known or hereinafter discovered, of any and all materials, goods, merchandise and other items incorporating the Intellectual Property. As to all such materials, goods, merchandise or items created, developed, produced and/or distributed during the Term of this Agreement using the Original Intellectual Property, COMPANY shall have the exclusive right to sell and exploit such materials, goods and merchandise until the sell-off of same. As to all such materials, goods, merchandise or items using the New Intellectual Property, COMPANY shall have the exclusive right, in perpetuity, to sell and exploit same forever. By way of example and not of limitation, such items include t-shirts, posters, photos, video tapes and video cassettes, dolls, books, biographies, articles and stories, and any other such material goods, merchandise, or items relating to TALENT.

4.2 It is the intention of the parties that COMPANY's rights described under paragraph 4.1 are exclusive to COMPANY even to the exclusion of TALENT. COMPANY shall own all copyrights and trademarks in any and all such materials, goods, merchandise and items and shall be entitled to obtain copyright, trademark, service mark or other registrations in COMPANY's name or on behalf of its designee; and TALENT shall provide all reasonable assistance to COMPANY in so obtaining such copyright, trademark, service mark or other registrations.

5. EXCLUSIVITY

5.1 It is the understanding of the parties that all rights, licenses, privileges and all other items herein given or granted or assigned by TALENT to COMPANY are exclusive to COMPANY even to the exclusion of TALENT.

6. TERM AND TERRITORY

6.1 The term of the Agreement shall be co-terminus with a certain Employment Agreement dated October 14, 2000 between World Wrestling Federation Entertainment, Inc. and Vincent K.

McMahon ("Contract"). In the event the Contract is terminated for any reason, it is agreed that this Agreement shall automatically terminate effective the date of termination of the Contract.

6.2 Reference herein to the Term hereof means the Initial Term and any such Renewal Term. During any such Renewal Term, all rights, duties, obligations, and privileges hereunder shall continue as stated herein. Notwithstanding anything herein to the contrary, termination of this Agreement for any reason shall not affect COMPANY's ownership of and rights in, including but not limited to, any Works, New Intellectual Property and any registrations thereof, or the rights, results, products, and proceeds in and to and derived from TALENT during the Term of this Agreement; and the exploitation of rights set forth in Paragraphs l, 2, 3 and 4 hereof in any and all media now known or hereinafter discovered.

6.3 The territory of this Agreement shall be the world.

7. PAYMENTS/ROYALTIES

7.1 This paragraph is intentionally left blank.

7.2 (a) If TALENT appears and performs in any Event in an arena before a live audience at which admission is charged other than those arena events which are taped or broadcast for purposes pursuant to paragraph 7.2 (b) and paragraph 7.2
(c) hereof (hereinafter "House Shows"), TALENT shall be paid by COMPANY an amount equal to such percentage of the paid receipts for such House Show from the live House Show gate receipts only as is consistent with the nature of the match in which TALENT appears, i.e., preliminary, mid-card, main event, etc. and any standards COMPANY establishes specifically for such House Show. However, such amount shall not be less than One Hundred Fifty Dollars ($150.00) per House Show.

(b) If TALENT appears and performs in connection with an arena or studio Event which is taped or broadcast for use on COMPANY's television network or on a pay-per-view basis ("TV Taping"), TALENT shall be paid by COMPANY an amount not less than Fifty Dollars ($50.00) for each day of TV Taping, if any, on which TALENT renders services hereunder in connection with the production of the TV Taping.

7.3 PROMOTER shall not be liable in any way to pay royalties, residuals, fees, or any other compensation whatsoever to WRESTLER in connection with the performance of WRESTLER's Services hereunder other than as set forth in Paragraph 7.2 above.

7.4 This paragraph is intentionally left blank.

7.5 This paragraph is intentionally left blank.

7.6 In the event the Original and/or New Intellectual Property are used by COMPANY or licensed, sublicensed or assigned for non-wrestling personal appearances and performances such as personal appearances for advertising or non-wrestling promotional purposes, radio and television commercials, movies, etc., TALENT shall earn an amount to be mutually agreed to by TALENT and by COMPANY.

7.7 If COMPANY instructs TALENT to appear and perform in any Events or Programs as a commentator and/or to participate in post-Event production and/or voice- over activities as a commentator, TALENT's commentating shall be deemed work- for-hire and TALENT hereby assigns to COMPANY and COMPANY shall own all rights, in perpetuity, to all of TALENT's commentary and TALENT shall not be entitled to receive any royalty payments, or any additional compensation or residual payments whatsoever, as a result of COMPANY's commercial exploitation of such commentary in any form, whether broadcast programming, cable programming, pay- per-view programming, videotapes, videodiscs, the Internet or other mediums now or hereinafter discovered.

7.8 It is the understanding of the parties that TALENT shall not be paid anything for COMPANY's exploitation of the Original and/or New Intellectual Property in any of COMPANY's magazines or other publications, which COMPANY may publish, produce or distribute at arenas, at newsstands and/or by mail or through electronic or any other manner of media or distribution, now known or hereinafter discovered, including, but not limited to, publication or distribution on the Internet or America On Line.

7.9 For the avoidance of doubt and subject to paragraph 12.2, the non-compete provision of this Agreement, TALENT acknowledges and agrees that TALENT shall only be eligible for the payments set forth in paragraphs 7.1 through 7.6 above in connection with Events or activities conducted by COMPANY.

8. COMPANY'S OBLIGATIONS

8.1 Although under paragraph 9.1 TALENT shall bear responsibility for obtaining appropriate licenses for participating in wrestling exhibitions, COMPANY shall be responsible for obtaining all other appropriate licenses to conduct professional wrestling exhibitions involving TALENT. If COMPANY, at its discretion, agrees to assist TALENT in obtaining his licenses, TALENT shall reimburse COMPANY for its fees and expenses incurred in connection therewith.

8.2 COMPANY shall bear the following costs in connection with the development and enhancement of the value of TALENT's performance hereunder and TALENT's standing in the professional wrestling community, all of which shall benefit TALENT:

(a) In connection with TALENT's appearances and performance at Events staged before a live audience, COMPANY shall bear the cost of location rental, COMPANY's third party comprehensive liability insurance for the benefit of the venues, applicable state and local admission taxes, promotional assistance, sound and light equipment, wrestling ring, officials, police and fire

protection, and such additional security guards as COMPANY shall require in its discretion during a professional wrestling match;

(b) In connection with the production, distribution, and exploitation of the Programs, COMPANY shall bear all costs incurred in connection with such production, distribution, broadcast, transmission or other forms of mass media communication;

(c) In connection with any product or service licensing activities and/or merchandising activities, COMPANY shall bear all costs of negotiating, securing or otherwise obtaining the product or service licensing arrangements, including costs of agents, consultants, attorneys and others involved in making the product or service licensing activities; and COMPANY shall bear all costs of creating, designing, developing, producing and marketing merchandise or services. In order to fulfill these obligations, COMPANY may make any arrangements, contractual or otherwise, it deems appropriate to delegate, assign, or otherwise transfer its obligations.

9. TALENT'S OBLIGATIONS

9.1 TALENT shall bear responsibility for obtaining all appropriate licenses to engage in, participate in, or otherwise appear in professional wrestling exhibitions.

9.2 TALENT shall be responsible for TALENT's own training, conditioning, and maintenance of wrestling skills and abilities, as long as they do not interfere with TALENT's appearance at scheduled events as follows:

(a) TALENT shall establish his own training program, shall select time of training, duration of training, exercises, pattern of exercise and other actions appropriate to obtaining and maintaining physical fitness for wrestling. TALENT shall select his own training apparatus, including mats, weights, machines and other exercise paraphernalia. TALENT is responsible for supplying his own training facilities and equipment, whether by purchase, lease, license, or otherwise.

(b) TALENT shall establish his own method of physical conditioning, shall select time for conditioning, duration of conditioning and form of conditioning. TALENT shall select time for sleep, time for eating, and time for other activities. TALENT shall select his own foods, vitamins and other ingested items, excepting illegal and/or controlled substances and drugs, which are prohibited by COMPANY's Drug Policy.

9.3 TALENT shall be responsible for providing all costumes, wardrobe, props, and make-up necessary for the performance of TALENT's services at any Event and TALENT shall bear all costs incurred in connection with his transportation to and from any such Events (except those transportation costs which are covered by COMPANY's then current Travel Policy), as well as the

costs of food consumed and hotel lodging utilized by TALENT in connection with his appearance at such Events.

9.4 TALENT shall use best efforts in employing TALENT's skills and abilities as a professional TALENT and be responsible for developing and executing the various details, movements, and maneuvers required of wrestlers in a professional wrestling exhibition.

9.5 TALENT shall take such precautions as are appropriate to avoid any unreasonable risk of injury to other wrestlers in any and all Events. These precautions shall include, without limitation, pre-match review of all wrestling moves and maneuvers with wrestling partners and opponents; and pre-match demonstration and/or practice with wrestling partners and opponents to insure familiarity with anticipated wrestling moves and maneuvers during a wrestling match. In the event of injury to TALENT, and/or TALENT's partners and opponents during a wrestling match, TALENT shall immediately signal partner, opponent and/or referees that it is time for the match to end; and TALENT shall finish the match forthwith so as to avoid aggravation of such injury.

9.6 TALENT shall use best efforts in the ring in the performance of wrestling services for a match or other activity, in order to provide an honest exhibition of TALENT's wrestling skills and abilities, consistent with the customs of the professional wrestling industry; and TALENT agrees all matches shall be finished in accordance with the COMPANY's direction. Breach of this paragraph shall cause a forfeiture of any payment due TALENT pursuant to SECTION 7 of this Agreement and all other obligations of COMPANY to TALENT hereunder, shall entitle COMPANY to terminate this Agreement, but such breach shall not terminate COMPANY's licenses and other rights under this Agreement.

9.7 TALENT agrees to cooperate and assist without any additional payment in the publicizing, advertising and promoting of scheduled Events, including without limitation, appearing at and participating in a reasonable number of joint and/or separate press conferences, interviews, and other publicity or exploitation appearances or activities (any or all of which may be filmed, taped, or otherwise recorded, telecast by any form of television now known or hereafter discovered, including without limitation free, cable, pay cable, and closed circuit and pay-per-view television, broadcast, exhibited, distributed, and used in any manner or media and by any art, method, or device now known or hereafter created, including without limitation by means of videodisc, video cassette, theatrical motion picture and/or non-theatrical motion picture and Internet), at times and places designated by COMPANY, in connection therewith.

9.8 TALENT acknowledges the right of COMPANY to make decisions with respect to the preparation and exploitation of the Programs and/or the exercise of any other rights respecting Original and/or New Intellectual Property, and in this connection TALENT acknowledges and agrees that COMPANY's decision with respect to any agreements disposing of the rights to the Original and/or New Intellectual Property are final, except as to TALENT's legal name, which COMPANY may only dispose of upon TALENT's written consent. TALENT agrees to execute any agreements COMPANY deems necessary in connection with any such agreements, and if

TALENT is unavailable or refuses to execute such agreements, COMPANY is hereby authorized to do so in TALENT's name as TALENT's attorney-in-fact.

9.9 TALENT agrees to cooperate fully and in good faith with COMPANY to obtain any and all documentation, applications or physical examinations as may be required by any governing authority with respect to TALENT's appearance and/or performance in a professional wrestling match.

9.10 TALENT, on behalf of himself and his heirs successors, assigns and personal representatives, shall indemnify and defend COMPANY and COMPANY's licensees, assignees, parent corporation, subsidiaries and affiliates and its and their respective officers, directors, employees, advertisers, insurers and representatives and hold each of them harmless against any claims, demands, liabilities, actions, costs, suits, attorney fees, proceedings or expenses, incurred by any of them by reason of TALENT's breach or alleged breach of any warranty, undertaking, representation, agreement, or certification made or entered into herein or hereunder by TALENT. TALENT, on behalf of himself and his heirs, successors, assigns and personal representatives, shall indemnify and defend COMPANY and COMPANY's licensees, assignees, parent corporation, subsidiaries and affiliates and its and their respective officers, directors, employees, advertisers, insurers and representatives and hold each of the harmless against any and all claims, demands, liabilities, actions, costs, suits, attorney fees, proceedings or expenses, incurred by any of them, arising out of TALENT'S acts, transactions and/or conduct within or around the ring, hallways, dressing rooms, parking lots, or other areas within or in the immediate vicinity of the facilities where COMPANY has scheduled Events at which TALENT is booked. Such indemnification shall include all claims arising out of any acts, transactions and/or conduct of TALENT or others occurring at Events or in connection with any appearances or performances by TALENT not conducted by COMPANY in accordance with this Agreement.

9.11 TALENT shall be responsible for payment of all of TALENT's own Federal, state or local income taxes; all social security, FICA and FUTA taxes, if any, as well as all contributions to retirement plans and programs, or other supplemental income plan or program that would provide TALENT with personal or monetary benefits upon retirement from professional wrestling.

9.12 (a) TALENT shall be responsible for his own commercial general liability insurance, worker's compensation insurance, professional liability insurance, as well as any excess liability insurance, as TALENT deems appropriate to insure, indemnify and defend TALENT with respect to any and all claims arising out of TALENT's own acts, transactions, or conduct.

(b) TALENT acknowledges that the participation and activities required by TALENT in connection with TALENT's performance in a professional wrestling exhibition may be dangerous and may involve the risk of serious bodily injury. TALENT knowingly and freely assumes full responsibility for all such inherent risks as well as those due to the negligence of COMPANY, other TALENTs or otherwise.

(c) TALENT, on behalf of himself and his heirs, successors, assigns and personal representatives, hereby releases, waives and discharges COMPANY from all liability to TALENT and covenants not to sue COMPANY for any and all loss or damage on account of injury to any person or property or resulting in serious or permanent injury to TALENT or TALENT's death, whether caused by the negligence of the COMPANY, other wrestlers or otherwise.

(d) TALENT acknowledges that the foregoing release, waiver and indemnity is intended to be as broad and inclusive as permitted by the law of the State, Province or Country in which the professional wrestling exhibition or Events are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

9.13 (a) TALENT may at his election obtain health, life and/or disability insurance to provide benefits in the event of physical injury arising out of TALENT's professional activities; and TALENT acknowledges that COMPANY shall not have any responsibility for such insurance or payment in the event of physical injury arising out of TALENT's professional activities.

(b) In the event of physical injury arising out of TALENT's professional activities, TALENT acknowledges that TALENT is not entitled to any worker's compensation coverage or similar benefits for injury, disability, death or loss of wages; and TALENT shall make no claim against COMPANY for such coverage or benefit.

9.14 TALENT shall act at all times with due regard to public morals and conventions during the term of this Agreement. If TALENT shall have committed or shall commit any act or do anything that is or shall be an offense or violation involving moral turpitude under Federal, state or local laws, or which brings TALENT into public disrepute, contempt, scandal or ridicule, or which insults or offends the community or any employee, agent or affiliate of COMPANY or which injures TALENT's reputation in COMPANY's sole judgment, or diminishes the value of TALENT's professional wrestling services to the public or COMPANY, then at the time of any such act, or any time after COMPANY learns of any such act, COMPANY shall have the right to fine TALENT in an amount to be determined by COMPANY; and COMPANY shall have the right to suspend and/or terminate this Agreement forthwith.

10. WARRANTY

10.1 TALENT represents, warrants, and agrees that TALENT is free to enter into this Agreement and to grant the rights and licenses herein granted to COMPANY; TALENT has not heretofore entered and shall not hereafter enter into any contract or agreement which is in conflict with the provisions hereof or which would or might interfere with the full and complete performance by TALENT of his obligations hereunder or the free and unimpaired exercise by COMPANY of any of the rights and licenses herein granted to it; TALENT further represents and warrants there are no prior or pending claims, administrative proceedings, civil lawsuits, criminal prosecutions or other litigation matters, including without limitation any immigration or athletic commission related matters, affecting TALENT which would or might interfere with COMPANY's full and complete

exercise or enjoyment of any rights or licenses granted hereunder. Any exceptions to this Warranty are set forth in Schedule B, attached hereto.

10.2 TALENT represents, warrants and agrees that TALENT is in sound mental and physical condition; that TALENT is suffering from no disabilities that would impair or adversely affect TALENT's ability to perform professional wrestling services; and that TALENT is free from the influence of illegal drugs or controlled substances, which can threaten TALENT's well being and pose a risk of injury to TALENT or others. To insure compliance with this warranty, TALENT shall abide by COMPANY's Drug Policy for TALENT, as well as any and all amendments, additions, or modifications to the COMPANY's Drug Policy implemented during the Term of this Agreement and consents to the sampling and testing of his urine in accordance with such Policy. In addition, TALENT agrees to submit annually to a complete physical examination by a physician either selected or approved by COMPANY. COMPANY's current Drug Policy, which TALENT acknowledges herewith receiving, is annexed hereto and incorporated by reference and made a part hereof.

10.3 COMPANY reserves the right to have TALENT examined by a physician of its own choosing at its expense at any point during the Term of this Agreement.

10.4 TALENT further represents, warrants and agrees that this Agreement supersedes all prior booking agreements between TALENT and COMPANY, whether written or oral, and that he has been fully compensated, where applicable, under such prior booking agreement(s).

11. EARLY TERMINATION

11.1 This Agreement may be terminated prior to the end of its Term by a written instrument executed by each of the parties expressing their mutual consent to so terminate without any further liability on the part of either. In the event of such early termination, COMPANY shall pay TALENT for all uses of the Intellectual Property in accordance with Section 7 of this Agreement.

11.2 This Agreement will be terminated by TALENT's death during the Term, with no further compensation due TALENT's heirs, successors, personal representatives or assigns.

11.3 Upon the termination of this Agreement for any reason, including breach, the parties acknowledge and agree that COMPANY shall own all right, title and interest in all Works, New Intellectual Property and any registrations thereof and COMPANY shall have the exclusive right to sell or otherwise dispose of any materials, goods, merchandise or other items (i) produced during the Term of this Agreement incorporating any Original Intellectual Property, and (ii) produced incorporating New Intellectual Property, in perpetuity.

12. BREACH

12.1 The parties further agree that because of the special, unique, and extraordinary nature of the obligations of COMPANY and TALENT respecting all rights and licenses concerning bookings,

promoting, Programs, Events, Intellectual Property, which are the subject matter of this Agreement, TALENT's breach of this Agreement shall cause COMPANY irreparable injury which cannot be adequately measured by monetary relief; as a consequence COMPANY shall be entitled to injunctive and other equitable relief against TALENT to prevent TALENT's breach or default hereunder and such injunction or equitable relief shall be without prejudice to any other rights, remedies or damages which COMPANY is legally entitled to obtain.

12.2 In no circumstances, whatsoever, shall either party to this Agreement be liable to the other party for any punitive or exemplary damages; and all such damages, whether arising out of the breach of this Agreement or otherwise, are expressly waived.

13. MISCELLANEOUS

13.1 Nothing contained in this Agreement shall be construed to constitute TALENT as an employee, partner or joint venturer of COMPANY, nor shall TALENT have any authority to bind COMPANY in any respect. TALENT is an independent contractor and TALENT shall execute and hereby irrevocably appoints COMPANY attorney-in- fact to execute, if TALENT refuses to do so, any instruments necessary to accomplish or confirm the foregoing or any and all of the rights granted to COMPANY herein.

13.2 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior booking contracts entered into between COMPANY and TALENT and as amended are merged into this Agreement. There are no other agreements, representations, or warranties not set forth herein with respect to the subject matter hereof; and the parties expressly acknowledge that any representation, promise or inducement by any party to any other party that is not embodied in this Agreement is not part of this Agreement, and they agree that no party shall be bound by or liable for any such alleged representation, promise or inducement not set forth herein.

13.3 This Agreement may not be changed or altered except in writing signed by COMPANY and TALENT.

13.4 Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

13.5 COMPANY shall have the right to assign, license, or transfer any or all of the rights granted to and hereunder to any person, firm or corporation, provided that such assignee has the financial ability to meet the Company's obligations hereunder, and if any assignee shall assume in writing COMPANY's obligations hereunder, COMPANY shall have no further obligations to TALENT. TALENT may not assign, transfer or delegate his rights or obligations hereunder and any attempt to do so shall be void.

13.6 Any notices required or desired hereunder shall be in writing and sent postage prepaid by certified mail, return receipt requested, or by prepaid telegram addressed as follows, or as the parties may hereafter in writing otherwise designate:

TO COMPANY:	TO TALENT:
World Wrestling Federation Entertainment, Inc. Attn: Linda E. McMahon President and Chief Executive Officer 1241 E. Main Street Stamford, CT 06902	Vincent K. McMahon 14 Hurlingham Drive Greenwich, CT 06831

The date of mailing shall be deemed to constitute the date of service of any such notice by COMPANY. The date of receipt shall be deemed to constitute the date of service of any such notice by TALENT.

13.7 This Agreement is made in Connecticut and shall be governed by and interpreted in accordance with the laws of the State of Connecticut, exclusive of its provisions relating to conflicts of law.

13.8 In the event there is any claim, dispute, or other matter in question arising out of or relating to this Agreement, the enforcement of any provisions therein, or breach of any provision thereof, it shall be submitted to the Federal, state or local courts, as appropriate, only in the State of Connecticut. This provision to submit all claims, disputes or matters in question to the Federal or state courts in the State of Connecticut shall be specifically enforceable; and each party, hereby waiving personal service of process and venue, consents to jurisdiction in Connecticut for purposes of any other party seeking or securing any legal and/or equitable relief.

14. CONFIDENTIALITY

14.1 Other than as may be required by applicable law, government order or regulations, or by order or decree of the Court, TALENT hereby acknowledges and agrees that in further consideration of COMPANY's entering into this Agreement, and continued Agreement, TALENT shall not, at any time during this Agreement, or after the termination of this Agreement for any reason whatsoever, disclose to any person, organization, or publication, or utilize for the benefit or profit of TALENT or any other person or organization, any sensitive or otherwise confidential business information, idea, proposal, secret, or any proprietary information obtained while with COMPANY and/or regarding COMPANY, its employees, independent contractors, agents, officers, directors, subsidiaries, affiliates, divisions, representatives, or assigns. Included in the foregoing, by way of illustration only and not limitation, are such items as reports, business plans, sales information, cost or pricing information, lists of suppliers or customers, talent lists, story lines, scripts, story boards or ideas, routines, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable) and any other tangible or intangible materials written, composed, submitted, added, improvised, or created by or for TALENT in

connection with appearances in the Programs, information regarding any contractual relationships maintained by COMPANY and/or the terms thereof, and/or any and all information regarding TALENTs engaged by COMPANY.

14.2 TALENT acknowledges and agrees that its agreement to be bound by the terms hereof is a material condition of COMPANY's willingness to use and continue to use TALENT's services. Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Agreement; and both parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

All of the terms and conditions of any Addenda or Schedules are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC. ("COMPANY")	VINCENT K. McMAHON ("TALENT")
By:_____ James Ross Senior Vice President Talent Relations & Wrestling Administration	By:_____ Vincent K. McMahon

STATE OF CONNECTICUT)
) ss: Stamford
COUNTY OF FAIRFIELD)

On _____ 2000 before me personally came James Ross, Senior Vice President of Talent Relations & Wrestling Administration., to me known, and known to me to be the individual described in, and who executed the foregoing, and duly acknowledged to me that he is a duly authorized corporate officer of World Wrestling Federation Entertainment, Inc., and that he executed the same on behalf of said Company.

WITNESS my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My commission expires: _____

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

I am a Notary Public for said County and State, do hereby certify that Vincent K. McMahon personally appeared before me this day and acknowledged the due execution of the foregoing instrument to be his free act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal this _____ day of _____, 2000.

Notary Public

My commission expires: _____

SCHEDULE A
ORIGINAL INTELLECTUAL PROPERTY

Vincent K. McMahon
Vince McMahon
Mr. McMahon

SCHEDULE B
EXCEPTIONS TO WARRANTY
PENDING CONTRACTS/CLAIMS/LITIGATION WHICH MAY INTERFERE OR CONFLICT WITH
TALENT'S PERFORMANCE AND/OR GRANT OF RIGHTS

NONE

EXHIBIT 10.5

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.
BOOKING CONTRACT

This World Wrestling Federation Entertainment, Inc. Booking Contract ("Agreement"), dated this Fifteenth (15th) day of February, 2000, and made effective as of January 1, 2000, by and between World Wrestling Federation Entertainment, Inc., a Delaware corporation, with its principal place of business at 1241 East Main Street, Stamford, Connecticut 06902 (hereinafter referred to as "COMPANY"), and Linda E. McMahon, an individual residing at 14 Hurlingham Drive, Greenwich, CT 06831 (hereinafter referred to as "TALENT").

PREMISES

WHEREAS, COMPANY is duly licensed, as required, to conduct professional wrestling exhibitions and is actually engaged in the business of organizing, publicizing, arranging, staging and conducting professional wrestling exhibitions throughout the world and of representing professional wrestlers in the promotion and exploitation of a professional wrestler's name, likeness, personality and character; and

WHEREAS, COMPANY has established a nationwide network of television stations which regularly broadcast COMPANY's wrestling programs for purposes of publicizing COMPANY's professional wrestling exhibitions and COMPANY has established a network of cable television organizations which regularly broadcast COMPANY's professional wrestling exhibitions on a pay-per-view basis; and in addition thereto, COMPANY has developed and produced certain other television programs, which are also used to publicize, display and promote COMPANY's professional wrestling exhibitions; and

WHEREAS, COMPANY's business operations afford TALENT opportunities to wrestle and obtain public exposure which will increase the value of her wrestling services and her standing in the professional wrestling community and entertainment industry; and

WHEREAS, TALENT is duly licensed, as required, to engage in professional wrestling exhibitions and is actually engaged in the business of performing as a professional wrestler; and

WHEREAS, TALENT is a performing artist and the professional wrestling exhibitions arranged by COMPANY constitute demonstrations of wrestling skills and abilities designed to provide athletic-styled entertainment to the public, and such wrestling exhibitions constitute entertainment and are not competitive sports; and

WHEREAS, TALENT desires COMPANY to arrange wrestling matches for TALENT and to assist TALENT in obtaining public exposure through live exhibitions, television programs, public appearances, and merchandising activities, or otherwise;

NOW THEREFORE, in consideration of the mutual promises and agreements as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, do hereby agree as follows:

1. BOOKING

1.1 TALENT hereby grants exclusively to COMPANY, and COMPANY hereby accepts, the following worldwide rights:

(a) During the term of this Agreement as defined below, the right to engage TALENT's performance in wrestling matches at professional wrestling exhibitions, as well as appearances of any type at other events, engagements or entertainment programs in which TALENT performs services as a professional wrestler, entertainer or otherwise directed by COMPANY in its sole discretion (collectively the "Events"), whether such Events are staged before a live audience, in a television broadcast studio, on location (for later viewing or broadcast) or otherwise.

(b) During the term of this Agreement as defined below, the right, in perpetuity, to sell or otherwise distribute tickets of admission to the general public for viewing any or all of the Events, as well as to view the Events on any closed circuit television, pay-per-view television, video exhibition or any other medium now known or hereinafter discovered.

(c) During the term of this Agreement and thereafter, as provided for in this Agreement, the right to solicit, negotiate, and enter into agreements for and on behalf of TALENT for the exploitation of Intellectual Property (as defined hereinbelow) for merchandising, commercial tie-ups, publishing, personal appearances, performances in non-wrestling events and endorsements.

1.2 In consideration of TALENT's granting of rights, license and other services, as set forth herein, and provided TALENT shall faithfully and fully perform all obligations hereunder, COMPANY shall endeavor to book TALENT as an individual or as a member of a group, which determination shall be made in COMPANY's sole discretion, in matches at various Events.

2. WORKS

2.1 If COMPANY books TALENT to appear and perform at Events, TALENT hereby grants to COMPANY and COMPANY hereby accepts, the exclusive right during the term of this Agreement to video tape, film, photograph, or otherwise record, or to authorize others to do so, by any media now known or hereinafter discovered, TALENT's appearance, performance, commentary, and any other work product for any or all of the Events. (These recordings by tape, disc, film, or otherwise are collectively referred to herein as the "Programs".)

2.2 Notwithstanding the termination of this Agreement for any reason, and notwithstanding any other provision of this Agreement, COMPANY shall have the right to produce, reproduce, reissue, manipulate, reconfigure, license, manufacture, record, perform, exhibit, broadcast, televise by any form of television (including without limitation, free, cable, pay cable, closed circuit and pay-per-view television), transmit, publish, copy, reconfigure, compile, print, reprint, vend, sell, distribute and use via any other medium now known or hereinafter discovered, and to authorize others to do so, the Programs, in perpetuity, in any manner or media and by any art, method or device, now known or hereinafter discovered (including without limitation, by means of videodisc,

videocassette, optical, electrical and/or digital compilations, theatrical motion picture and/or non-theatrical motion picture). All gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and any other items of tangible property provided to TALENT by COMPANY and/or containing New Intellectual Property as defined in paragraph 3.2 (a) shall be immediately returned to COMPANY upon termination of this Agreement for any reason.

2.3 TALENT's appearance, performance and work product in any or all of the Events and/or Programs shall be deemed work for hire; and notwithstanding the termination of this Agreement, COMPANY shall own, in perpetuity, all Programs and all of the rights, results, products and proceeds in and to, or derived from the Events and Programs (including without limitation, all incidents, dialogue, characters, actions, routines, ideas, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and any other tangible or intangible materials written, composed, submitted, added, improvised, or created by or for TALENT in connection with appearance at the Events and/or in the Programs) and COMPANY may obtain copyright and/or trademark and/or any other legal protection therefor, now known or hereinafter discovered, in the name of COMPANY and/or on behalf of COMPANY's designee.

2.4 If COMPANY directs TALENT, either singly or in conjunction with COMPANY, to create, design or develop any copyrightable work (herein referred to as a "Development"), such Development shall be deemed work for hire and COMPANY shall own such Development. All Programs and Developments referred to in this Agreement are collectively referred to as "Works."

2.5 All Works and TALENT's contributions thereto shall belong solely and exclusively to COMPANY in perpetuity notwithstanding any termination of this Agreement. To the extent that such Works are considered: (i) contributions to collective works, (ii) a compilation, (iii) a supplementary work and/or (iv) as part or component of a motion picture or other audio-visual work, the parties hereby expressly agree that the Works shall be considered "works made for hire" under the United States Copyright Act of 1976, as amended (17 U.S.C. (S) 101 et seq.). In accordance therewith, all rights in and to the Works shall belong exclusively to COMPANY in perpetuity, notwithstanding any termination of this Agreement. To the extent that such Works are deemed works other than "works made for hire," TALENT hereby assigns to COMPANY all right, title and interest in and to all rights in such Works and all renewals and extensions of the copyrights or other rights that may be secured under the laws now or hereafter in force and effect in the United States of America or any other country or countries.

3. INTELLECTUAL PROPERTY

3.1 The parties agree that as of the date of this Agreement, all service marks, trademarks and any and all other distinctive and identifying indicia under which TALENT claims any rights, including but not limited to TALENT's legal name, nickname, ring name, likeness, personality, character, caricatures, voice, signature, costumes, props, gimmicks, gestures, routines and themes, which are owned by TALENT or in which TALENT has any rights anywhere in the world (collectively, the "Original Intellectual Property") are described and identified on Schedule A attached hereto and incorporated herein by reference. During the Term of the Agreement,

TALENT hereby assigns in good faith to COMPANY and COMPANY hereby accepts all worldwide right, title and interest in and to TALENT's Original Intellectual Property, including, but not limited to, the rights to license, reproduce, manipulate, promote, expose, exploit and otherwise use the Original Intellectual Property anywhere in the world in any commercial manner, media, art form, method or device now known or hereinafter discovered.

3.2 (a) With the exception of TALENT's Original Intellectual Property, any service marks, trademarks and/or distinctive and identifying indicia, including ring name, nickname, likeness, personality, character, caricatures, voice, signature, props, gestures, routines, themes, incidents, dialogue, actions, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable), and any other items of tangible or intangible property written, composed, submitted, added, improvised, created and/or used by or associated with TALENT's performance in the business of professional wrestling or sports entertainment during the term of this Agreement (collectively the "New Intellectual Property") are hereby assigned to and shall belong to COMPANY, in perpetuity, with COMPANY retaining all such ownership rights exclusively throughout the world notwithstanding any termination of this Agreement.

(b) Upon the termination of this Agreement, all rights in and to the Original Intellectual Property shall revert to TALENT, except that COMPANY, its licensees, sublicensees and assigns may continue to exploit any and all materials, goods, merchandise and other items incorporating the Original Intellectual Property made before such termination, until all such materials, goods and merchandise are sold off.

3.3 It is the intention of the parties that the New Intellectual Property belongs to COMPANY, in perpetuity, even to the exclusion of TALENT, and shall survive the termination of this Agreement for any reason. COMPANY shall have the exclusive right to assign, license, sublicense, reproduce, promote, expose, exploit and otherwise use the New Intellectual Property in any commercial manner now known or hereinafter discovered, regardless of whether such rights are exercised during or after the Term of this Agreement and notwithstanding termination of this Agreement for any reason.

3.4 The Original Intellectual Property and the New Intellectual Property are hereinafter collectively referred to as "Intellectual Property."

3.5 TALENT agrees to cooperate fully and in good faith with COMPANY for the purpose of securing and preserving COMPANY's rights in and to the Intellectual Property. In connection herewith, TALENT acknowledges and hereby grants to COMPANY the exclusive worldwide right during the Term of this Agreement (with respect to Original Intellectual Property) and in perpetuity (with respect to New Intellectual Property) to apply for and obtain trademarks, service marks, copyrights and other registrations throughout the world in COMPANY's name and/or on behalf of Company's designee. At COMPANY's expense and request, COMPANY and TALENT shall take such steps, as COMPANY deems necessary for any registration or any litigation or other proceeding, to protect COMPANY's rights in the Original Intellectual Property and/or New Intellectual Property and/or Works.

4. MERCHANDISING

4.1 TALENT hereby agrees that COMPANY shall have the exclusive right (i) during the Term of this Agreement and thereafter, as provided in this Agreement, to use the Original Intellectual Property and (ii) in perpetuity, to use the New Intellectual Property in connection with the manufacture, production, reproduction, reissuance, manipulation, reconfiguration, broadcast, rebroadcast, distribution, sale, and other commercial exploitation in any manner, now known or hereinafter discovered, of any and all materials, goods, merchandise and other items incorporating the Intellectual Property. As to all such materials, goods, merchandise or items created, developed, produced and/or distributed during the Term of this Agreement using the Original Intellectual Property, COMPANY shall have the exclusive right to sell and exploit such materials, goods and merchandise until the sell-off of same. As to all such materials, goods, merchandise or items using the New Intellectual Property, COMPANY shall have the exclusive right, in perpetuity, to sell and exploit same forever. By way of example and not of limitation, such items include t-shirts, posters, photos, video tapes and video cassettes, dolls, books, biographies, articles and stories, and any other such material goods, merchandise, or items relating to TALENT.

4.2 It is the intention of the parties that COMPANY's rights described under paragraph 4.1 are exclusive to COMPANY even to the exclusion of TALENT. COMPANY shall own all copyrights and trademarks in any and all such materials, goods, merchandise and items and shall be entitled to obtain copyright, trademark, service mark or other registrations in COMPANY's name or on behalf of its designee; and TALENT shall provide all reasonable assistance to COMPANY in so obtaining such copyright, trademark, service mark or other registrations.

5. EXCLUSIVITY

5.1 It is the understanding of the parties that all rights, licenses, privileges and all other items herein given or granted or assigned by TALENT to COMPANY are exclusive to COMPANY even to the exclusion of TALENT.

6. TERM AND TERRITORY

6.1 The term of the Agreement shall be co-terminus with a certain Employment Agreement dated October 14, 2000 between World Wrestling Federation Entertainment, Inc. and Linda E. McMahon ("Contract"). In the event the Contract is terminated for any reason, it is agreed that this Agreement shall automatically terminate effective the date of termination of the Contract.

6.2 Reference herein to the Term hereof means the Initial Term and any such Renewal Term. During any such Renewal Term, all rights, duties, obligations, and privileges hereunder shall continue as stated herein. Notwithstanding anything herein to the contrary, termination of this Agreement for any reason shall not affect COMPANY's ownership of and rights in, including but not limited to, any Works, New Intellectual Property and any registrations thereof, or the rights,

results, products, and proceeds in and to and derived from TALENT during the Term of this Agreement; and the exploitation of rights set forth in Paragraphs l, 2, 3 and 4 hereof in any and all media now known or hereinafter discovered.

6.3 The territory of this Agreement shall be the world.

7. PAYMENTS/ROYALTIES

7.1 This paragraph is intentionally left blank.

7.2 (a) If TALENT appears and performs in any Event in an arena before a live audience at which admission is charged other than those arena events which are taped or broadcast for purposes pursuant to paragraph 7.2 (b) and paragraph 7.2
(c) hereof (hereinafter "House Shows"), TALENT shall be paid by COMPANY an amount equal to such percentage of the paid receipts for such House Show from the live House Show gate receipts only as is consistent with the nature of the match in which TALENT appears, i.e., preliminary, mid-card, main event, etc. and any standards COMPANY establishes specifically for such House Show. However, such amount shall not be less than One Hundred Fifty Dollars ($150.00) per House Show.

(b) If TALENT appears and performs in connection with an arena or studio Event which is taped or broadcast for use on COMPANY's television network or on a pay-per-view basis ("TV Taping"), TALENT shall be paid by COMPANY an amount not less than Fifty Dollars ($50.00) for each day of TV Taping, if any, on which TALENT renders services hereunder in connection with the production of the TV Taping.

7.3 PROMOTER shall not be liable in any way to pay royalties, residuals, fees, or any other compensation whatsoever to WRESTLER in connection with the performance of WRESTLER's Services hereunder other than as set forth in Paragraph 7.2 above.

7.4 This paragraph is intentionally left blank.

7.5 This paragraph is intentionally left blank.

7.6 In the event the Original and/or New Intellectual Property are used by COMPANY or licensed, sublicensed or assigned for non-wrestling personal appearances and performances such as personal appearances for advertising or non-wrestling promotional purposes, radio and television commercials, movies, etc., TALENT shall earn an amount to be mutually agreed to by TALENT and by COMPANY.

7.7 If COMPANY instructs TALENT to appear and perform in any Events or Programs as a commentator and/or to participate in post-Event production and/or voice- over activities as a commentator, TALENT's commentating shall be deemed work- for-hire and TALENT hereby assigns to COMPANY and COMPANY shall own all rights, in perpetuity, to all of TALENT's commentary and TALENT shall not be entitled to receive any royalty payments, or any additional compensation or residual payments whatsoever, as a result of COMPANY's commercial

exploitation of such commentary in any form, whether broadcast programming, cable programming, pay-per-view programming, videotapes, videodiscs, the Internet or other mediums now or hereinafter discovered.

7.8 It is the understanding of the parties that TALENT shall not be paid anything for COMPANY's exploitation of the Original and/or New Intellectual Property in any of COMPANY's magazines or other publications, which COMPANY may publish, produce or distribute at arenas, at newsstands and/or by mail or through electronic or any other manner of media or distribution, now known or hereinafter discovered, including, but not limited to, publication or distribution on the Internet or America On Line.

7.9 For the avoidance of doubt and subject to paragraph 12.2, the non-compete provision of this Agreement, TALENT acknowledges and agrees that TALENT shall only be eligible for the payments set forth in paragraphs 7.1 through 7.6 above in connection with Events or activities conducted by COMPANY.

8. COMPANY'S OBLIGATIONS

8.1 Although under paragraph 9.1 TALENT shall bear responsibility for obtaining appropriate licenses for participating in wrestling exhibitions, COMPANY shall be responsible for obtaining all other appropriate licenses to conduct professional wrestling exhibitions involving TALENT. If COMPANY, at its discretion, agrees to assist TALENT in obtaining her licenses, TALENT shall reimburse COMPANY for its fees and expenses incurred in connection therewith.

8.2 COMPANY shall bear the following costs in connection with the development and enhancement of the value of TALENT's performance hereunder and TALENT's standing in the professional wrestling community, all of which shall benefit TALENT:

(a) In connection with TALENT's appearances and performance at Events staged before a live audience, COMPANY shall bear the cost of location rental, COMPANY's third party comprehensive liability insurance for the benefit of the venues, applicable state and local admission taxes, promotional assistance, sound and light equipment, wrestling ring, officials, police and fire protection, and such additional security guards as COMPANY shall require in its discretion during a professional wrestling match;

(b) In connection with the production, distribution, and exploitation of the Programs, COMPANY shall bear all costs incurred in connection with such production, distribution, broadcast, transmission or other forms of mass media communication;

(c) In connection with any product or service licensing activities and/or merchandising activities, COMPANY shall bear all costs of negotiating, securing or otherwise obtaining the product or service licensing arrangements, including costs of agents, consultants, attorneys and others involved in making the product or service licensing activities; and COMPANY shall bear all costs of creating, designing, developing, producing and marketing merchandise or services. In

order to fulfill these obligations, COMPANY may make any arrangements, contractual or otherwise, it deems appropriate to delegate, assign, or otherwise transfer its obligations.

9. TALENT'S OBLIGATIONS

9.1 TALENT shall bear responsibility for obtaining all appropriate licenses to engage in, participate in, or otherwise appear in professional wrestling exhibitions.

9.2 TALENT shall be responsible for TALENT's own training, conditioning, and maintenance of wrestling skills and abilities, as long as they do not interfere with TALENT's appearance at scheduled events as follows:

(a) TALENT shall establish her own training program, shall select time of training, duration of training, exercises, pattern of exercise and other actions appropriate to obtaining and maintaining physical fitness for wrestling. TALENT shall select her own training apparatus, including mats, weights, machines and other exercise paraphernalia. TALENT is responsible for supplying her own training facilities and equipment, whether by purchase, lease, license, or otherwise.

(b) TALENT shall establish her own method of physical conditioning, shall select time for conditioning, duration of conditioning and form of conditioning. TALENT shall select time for sleep, time for eating, and time for other activities. TALENT shall select her own foods, vitamins and other ingested items, excepting illegal and/or controlled substances and drugs, which are prohibited by COMPANY's Drug Policy.

9.3 TALENT shall be responsible for providing all costumes, wardrobe, props, and make-up necessary for the performance of TALENT's services at any Event and TALENT shall bear all costs incurred in connection with her transportation to and from any such Events (except those transportation costs which are covered by COMPANY's then current Travel Policy), as well as the costs of food consumed and hotel lodging utilized by TALENT in connection with her appearance at such Events.

9.4 TALENT shall use best efforts in employing TALENT's skills and abilities as a professional TALENT and be responsible for developing and executing the various details, movements, and maneuvers required of wrestlers in a professional wrestling exhibition.

9.5 TALENT shall take such precautions as are appropriate to avoid any unreasonable risk of injury to other wrestlers in any and all Events. These precautions shall include, without limitation, pre-match review of all wrestling moves and maneuvers with wrestling partners and opponents; and pre-match demonstration and/or practice with wrestling partners and opponents to insure familiarity with anticipated wrestling moves and maneuvers during a wrestling match. In the event of injury to TALENT, and/or TALENT's partners and opponents during a wrestling match, TALENT shall

immediately signal partner, opponent and/or referees that it is time for the match to end; and TALENT shall finish the match forthwith so as to avoid aggravation of such injury.

9.6 TALENT shall use best efforts in the ring in the performance of wrestling services for a match or other activity, in order to provide an honest exhibition of TALENT's wrestling skills and abilities, consistent with the customs of the professional wrestling industry; and TALENT agrees all matches shall be finished in accordance with the COMPANY's direction. Breach of this paragraph shall cause a forfeiture of any payment due TALENT pursuant to SECTION 7 of this Agreement and all other obligations of COMPANY to TALENT hereunder, shall entitle COMPANY to terminate this Agreement, but such breach shall not terminate COMPANY's licenses and other rights under this Agreement.

9.7 TALENT agrees to cooperate and assist without any additional payment in the publicizing, advertising and promoting of scheduled Events, including without limitation, appearing at and participating in a reasonable number of joint and/or separate press conferences, interviews, and other publicity or exploitation appearances or activities (any or all of which may be filmed, taped, or otherwise recorded, telecast by any form of television now known or hereafter discovered, including without limitation free, cable, pay cable, and closed circuit and pay-per-view television, broadcast, exhibited, distributed, and used in any manner or media and by any art, method, or device now known or hereafter created, including without limitation by means of videodisc, video cassette, theatrical motion picture and/or non-theatrical motion picture and Internet), at times and places designated by COMPANY, in connection therewith.

9.8 TALENT acknowledges the right of COMPANY to make decisions with respect to the preparation and exploitation of the Programs and/or the exercise of any other rights respecting Original and/or New Intellectual Property, and in this connection TALENT acknowledges and agrees that COMPANY's decision with respect to any agreements disposing of the rights to the Original and/or New Intellectual Property are final, except as to TALENT's legal name, which COMPANY may only dispose of upon TALENT's written consent. TALENT agrees to execute any agreements COMPANY deems necessary in connection with any such agreements, and if TALENT is unavailable or refuses to execute such agreements, COMPANY is hereby authorized to do so in TALENT's name as TALENT's attorney-in-fact.

9.9 TALENT agrees to cooperate fully and in good faith with COMPANY to obtain any and all documentation, applications or physical examinations as may be required by any governing authority with respect to TALENT's appearance and/or performance in a professional wrestling match.

9.10 TALENT, on behalf of himself and her heirs successors, assigns and personal representatives, shall indemnify and defend COMPANY and COMPANY's licensees, assignees, parent corporation, subsidiaries and affiliates and its and their respective officers, directors, employees, advertisers, insurers and representatives and hold each of them harmless against any claims, demands, liabilities, actions, costs, suits, attorney fees, proceedings or expenses, incurred by any of them by reason of TALENT's breach or alleged breach of any warranty, undertaking, representation, agreement, or certification made or entered into herein or hereunder by TALENT.

TALENT, on behalf of himself and her heirs, successors, assigns and personal representatives, shall indemnify and defend COMPANY and COMPANY's licensees, assignees, parent corporation, subsidiaries and affiliates and its and their respective officers, directors, employees, advertisers, insurers and representatives and hold each of the harmless against any and all claims, demands, liabilities, actions, costs, suits, attorney fees, proceedings or expenses, incurred by any of them, arising out of TALENT'S acts, transactions and/or conduct within or around the ring, hallways, dressing rooms, parking lots, or other areas within or in the immediate vicinity of the facilities where COMPANY has scheduled Events at which TALENT is booked. Such indemnification shall include all claims arising out of any acts, transactions and/or conduct of TALENT or others occurring at Events or in connection with any appearances or performances by TALENT not conducted by COMPANY in accordance with this Agreement.

9.11 TALENT shall be responsible for payment of all of TALENT's own Federal, state or local income taxes; all social security, FICA and FUTA taxes, if any, as well as all contributions to retirement plans and programs, or other supplemental income plan or program that would provide TALENT with personal or monetary benefits upon retirement from professional wrestling.

9.12 (a) TALENT shall be responsible for her own commercial general liability insurance, worker's compensation insurance, professional liability insurance, as well as any excess liability insurance, as TALENT deems appropriate to insure, indemnify and defend TALENT with respect to any and all claims arising out of TALENT's own acts, transactions, or conduct.

(b) TALENT acknowledges that the participation and activities required by TALENT in connection with TALENT's performance in a professional wrestling exhibition may be dangerous and may involve the risk of serious bodily injury. TALENT knowingly and freely assumes full responsibility for all such inherent risks as well as those due to the negligence of COMPANY, other TALENTs or otherwise.

(c) TALENT, on behalf of himself and her heirs, successors, assigns and personal representatives, hereby releases, waives and discharges COMPANY from all liability to TALENT and covenants not to sue COMPANY for any and all loss or damage on account of injury to any person or property or resulting in serious or permanent injury to TALENT or TALENT's death, whether caused by the negligence of the COMPANY, other wrestlers or otherwise.

(d) TALENT acknowledges that the foregoing release, waiver and indemnity is intended to be as broad and inclusive as permitted by the law of the State, Province or Country in which the professional wrestling exhibition or Events are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

9.13 (a) TALENT may at her election obtain health, life and/or disability insurance to provide benefits in the event of physical injury arising out of TALENT's professional activities; and TALENT acknowledges that COMPANY shall not have any responsibility for such insurance or payment in the event of physical injury arising out of TALENT's professional activities.

(b) In the event of physical injury arising out of TALENT's professional activities, TALENT acknowledges that TALENT is not entitled to any worker's compensation coverage or similar benefits for injury, disability, death or loss of wages; and TALENT shall make no claim against COMPANY for such coverage or benefit.

9.14 TALENT shall act at all times with due regard to public morals and conventions during the term of this Agreement. If TALENT shall have committed or shall commit any act or do anything that is or shall be an offense or violation involving moral turpitude under Federal, state or local laws, or which brings TALENT into public disrepute, contempt, scandal or ridicule, or which insults or offends the community or any employee, agent or affiliate of COMPANY or which injures TALENT's reputation in COMPANY's sole judgment, or diminishes the value of TALENT's professional wrestling services to the public or COMPANY, then at the time of any such act, or any time after COMPANY learns of any such act, COMPANY shall have the right to fine TALENT in an amount to be determined by COMPANY; and COMPANY shall have the right to suspend and/or terminate this Agreement forthwith.

10. WARRANTY

10.1 TALENT represents, warrants, and agrees that TALENT is free to enter into this Agreement and to grant the rights and licenses herein granted to COMPANY; TALENT has not heretofore entered and shall not hereafter enter into any contract or agreement which is in conflict with the provisions hereof or which would or might interfere with the full and complete performance by TALENT of her obligations hereunder or the free and unimpaired exercise by COMPANY of any of the rights and licenses herein granted to it; TALENT further represents and warrants there are no prior or pending claims, administrative proceedings, civil lawsuits, criminal prosecutions or other litigation matters, including without limitation any immigration or athletic commission related matters, affecting TALENT which would or might interfere with COMPANY's full and complete exercise or enjoyment of any rights or licenses granted hereunder. Any exceptions to this Warranty are set forth in Schedule B, attached hereto.

10.2 TALENT represents, warrants and agrees that TALENT is in sound mental and physical condition; that TALENT is suffering from no disabilities that would impair or adversely affect TALENT's ability to perform professional wrestling services; and that TALENT is free from the influence of illegal drugs or controlled substances, which can threaten TALENT's well being and pose a risk of injury to TALENT or others. To insure compliance with this warranty, TALENT shall abide by COMPANY's Drug Policy for TALENT, as well as any and all amendments, additions, or modifications to the COMPANY's Drug Policy implemented during the Term of this Agreement and consents to the sampling and testing of her urine in accordance with such Policy. In addition, TALENT agrees to submit annually to a complete physical examination by a physician either selected or approved by COMPANY. COMPANY's current Drug Policy, which TALENT acknowledges herewith receiving, is annexed hereto and incorporated by reference and made a part hereof.

10.3 COMPANY reserves the right to have TALENT examined by a physician of its own choosing at its expense at any point during the Term of this Agreement.

10.4 TALENT further represents, warrants and agrees that this Agreement supersedes all prior booking agreements between TALENT and COMPANY, whether written or oral, and that he has been fully compensated, where applicable, under such prior booking agreement(s).

11. EARLY TERMINATION

11.1 This Agreement may be terminated prior to the end of its Term by a written instrument executed by each of the parties expressing their mutual consent to so terminate without any further liability on the part of either. In the event of such early termination, COMPANY shall pay TALENT for all uses of the Intellectual Property in accordance with Section 7 of this Agreement.

11.2 This Agreement will be terminated by TALENT's death during the Term, with no further compensation due TALENT's heirs, successors, personal representatives or assigns.

11.3 Upon the termination of this Agreement for any reason, including breach, the parties acknowledge and agree that COMPANY shall own all right, title and interest in all Works, New Intellectual Property and any registrations thereof and COMPANY shall have the exclusive right to sell or otherwise dispose of any materials, goods, merchandise or other items (i) produced during the Term of this Agreement incorporating any Original Intellectual Property, and (ii) produced incorporating New Intellectual Property, in perpetuity.

12. BREACH

12.1 The parties further agree that because of the special, unique, and extraordinary nature of the obligations of COMPANY and TALENT respecting all rights and licenses concerning bookings, promoting, Programs, Events, Intellectual Property, which are the subject matter of this Agreement, TALENT's breach of this Agreement shall cause COMPANY irreparable injury which cannot be adequately measured by monetary relief; as a consequence COMPANY shall be entitled to injunctive and other equitable relief against TALENT to prevent TALENT's breach or default hereunder and such injunction or equitable relief shall be without prejudice to any other rights, remedies or damages which COMPANY is legally entitled to obtain.

12.2 In no circumstances, whatsoever, shall either party to this Agreement be liable to the other party for any punitive or exemplary damages; and all such damages, whether arising out of the breach of this Agreement or otherwise, are expressly waived.

13. MISCELLANEOUS

13.1 Nothing contained in this Agreement shall be construed to constitute TALENT as an employee, partner or joint venturer of COMPANY, nor shall TALENT have any authority to bind COMPANY in any respect. TALENT is an independent contractor and TALENT shall execute and hereby irrevocably appoints COMPANY attorney-in- fact to execute, if TALENT refuses to do so, any instruments necessary to accomplish or confirm the foregoing or any and all of the rights granted to COMPANY herein.

13.2 This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior booking contracts entered into between COMPANY and TALENT and as amended are merged into this Agreement. There are no other agreements, representations, or warranties not set forth herein with respect to the subject matter hereof; and the parties expressly acknowledge that any representation, promise or inducement by any party to any other party that is not embodied in this Agreement is not part of this Agreement, and they agree that no party shall be bound by or liable for any such alleged representation, promise or inducement not set forth herein.

13.3 This Agreement may not be changed or altered except in writing signed by COMPANY and TALENT.

13.4 Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

13.5 COMPANY shall have the right to assign, license, or transfer any or all of the rights granted to and hereunder to any person, firm or corporation, provided that such assignee has the financial ability to meet the Company's obligations hereunder, and if any assignee shall assume in writing COMPANY's obligations hereunder, COMPANY shall have no further obligations to TALENT. TALENT may not assign, transfer or delegate her rights or obligations hereunder and any attempt to do so shall be void.

13.6 Any notices required or desired hereunder shall be in writing and sent postage prepaid by certified mail, return receipt requested, or by prepaid telegram addressed as follows, or as the parties may hereafter in writing otherwise designate:

TO COMPANY:	TO TALENT:
World Wrestling Federation Entertainment, Inc. Attn: Linda E. McMahon President and Chief Executive Officer 1241 E. Main Street Stamford, CT 06902	Linda E. McMahon 14 Hurlingham Drive Greenwich, CT 06831

The date of mailing shall be deemed to constitute the date of service of any such notice by COMPANY. The date of receipt shall be deemed to constitute the date of service of any such notice by TALENT.

13.7 This Agreement is made in Connecticut and shall be governed by and interpreted in accordance with the laws of the State of Connecticut, exclusive of its provisions relating to conflicts of law.

13.8 In the event there is any claim, dispute, or other matter in question arising out of or relating to this Agreement, the enforcement of any provisions therein, or breach of any provision thereof, it shall be submitted to the Federal, state or local courts, as appropriate, only in the State of Connecticut. This provision to submit all claims, disputes or matters in question to the Federal or state courts in the State of Connecticut shall be specifically enforceable; and each party, hereby waiving personal service of process and venue, consents to jurisdiction in Connecticut for purposes of any other party seeking or securing any legal and/or equitable relief.

14. CONFIDENTIALITY

14.1 Other than as may be required by applicable law, government order or regulations, or by order or decree of the Court, TALENT hereby acknowledges and agrees that in further consideration of COMPANY's entering into this Agreement, and continued Agreement, TALENT shall not, at any time during this Agreement, or after the termination of this Agreement for any reason whatsoever, disclose to any person, organization, or publication, or utilize for the benefit or profit of TALENT or any other person or organization, any sensitive or otherwise confidential business information, idea, proposal, secret, or any proprietary information obtained while with COMPANY and/or regarding COMPANY, its employees, independent contractors, agents, officers, directors, subsidiaries, affiliates, divisions, representatives, or assigns. Included in the foregoing, by way of illustration only and not limitation, are such items as reports, business plans, sales information, cost or pricing information, lists of suppliers or customers, talent lists, story lines, scripts, story boards or ideas, routines, gags, costumes or parts of costumes, accessories, crowns, inventions, championship, title or other belts (if applicable) and any other tangible or intangible materials written, composed, submitted, added, improvised, or created by or for TALENT in connection with appearances in the Programs, information regarding any contractual relationships maintained by COMPANY and/or the terms thereof, and/or any and all information regarding TALENTs engaged by COMPANY.

14.2 TALENT acknowledges and agrees that its agreement to be bound by the terms hereof is a material condition of COMPANY's willingness to use and continue to use TALENT's services. Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Agreement; and both parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

All of the terms and conditions of any Addenda or Schedules are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC. ("COMPANY")	Linda E. McMahon ("TALENT")

By:_____ James Ross

By:_____ Linda E. McMahon

Senior Vice President Talent Relations & Wrestling Administration

STATE OF CONNECTICUT)
) ss: Stamford
COUNTY OF FAIRFIELD)

On _____ 2000 before me personally came James Ross, Senior Vice President of Talent Relations & Wrestling Administration., to me known, and known to me to be the individual described in, and who executed the foregoing, and duly acknowledged to me that he is a duly authorized corporate officer of World Wrestling Federation Entertainment, Inc., and that he executed the same on behalf of said Company.

WITNESS my hand and notarial seal this ____ day of _____, 2000.

Notary Public My commission expires: _____

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

I am a Notary Public for said County and State, do hereby certify that Linda E. McMahon personally appeared before me this day and acknowledged the due execution of the foregoing instrument to be her free act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal this ____ day of _____, 2000.

Notary Public My commission expires: _____

SCHEDULE A
ORIGINAL INTELLECTUAL PROPERTY

Linda E. McMahon

SCHEDULE B
EXCEPTIONS TO WARRANTY
PENDING CONTRACTS/CLAIMS/LITIGATION WHICH MAY INTERFERE OR CONFLICT WITH
TALENT'S PERFORMANCE AND/OR GRANT OF RIGHTS

NONE

EXHIBIT 10.7

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of this _____ day of May, 2000 and effective as of the Fifth (5th) day of June, 2000, unless otherwise agreed in writing by the parties, by and between World Wrestling Federation Entertainment, Inc. ("WWFE"), with offices at 1241 East Main Street, Stamford, CT 06902, and Stuart C. Snyder, an individual residing at 251 West 92nd Street, Apt. 11A, New York, New York ("Employee"), individually referred to as a "party" and collectively referred to as the "parties."

NOW, THEREFORE, in consideration of the promises, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DUTIES/ACCOUNTABILITIES: WWFE agrees to employ Employee as . President and Chief Operating Officer. During Employee's employment with WWFE, Employee shall do and perform all services and acts necessary or advisable to fulfill the duties and responsibilities as are commensurate and consistent with Employee's position and shall render such services on the terms set forth herein. During Employee's employment with WWFE, Employee shall report directly to WWFE's . Chief Executive Officer. Employee shall also take direction from WWFE's Chairman (collectively, "Reporting Officers"). Employee shall have such powers and duties with respect to WWFE as may reasonably be assigned to Employee by the Reporting Officers, to the extent consistent with Employee's position and status (collectively, "Duties").

Employee shall devote his best efforts and full business time and attention to the performance of his Duties and shall protect and promote the interests of
[OBJECT OMITTED]WWFE. Employee's principal place of employment shall be WWFE's offices located in Stamford, CT. Employee shall cooperate in any reasonable manner whatsoever with [OBJECT OMITTED]WWFE in connection with the performance of the Duties. Employee acknowledges and agrees that there are inherent subtasks within the services set forth above that will be performed as part of the Duties.

Note: Areas of responsibility and employees reporting to Employee shall be clarified and an organizational chart will be provided.

2. TERM: The term of this Agreement shall be for three (3) years,

commencing on June 5, 2000 and, unless terminated earlier as set forth below, ending on June 4, 2003 ("Term"). Each year of the Term shall be referred to hereinafter as a "Contract Year".

3. TERRITORY: The territory for this Agreement shall be the entire world.

4. COMPENSATION: Employee will be entitled to receive compensation hereunder, as follows:

(a) During the Term, [OBJECT OMITTED]WWFE shall pay Employee a base salary at the annual rate of Six Hundred Thousand US Dollars (US$600,000.00) for the First Contract Year; Six Hundred Thirty Thousand US Dollars ($630,000.00) for the Second Contract Year; and Six Hundred Sixty One Thousand Five Hundred US Dollars ($661,500.00) for the Third Contract Year. All

compensation shall be payable, less deductions and taxes required by law, in weekly or semimonthly installments as determined by WWFE in its sole discretion;

(b) Employee shall be granted options to purchase two hundred thousand (200,000) shares of WWFE's Class A common stock under WWFE's Long Term Incentive Plan consistent with the Stock Option Agreement for Employees and Directors attached hereto as Exhibit A and incorporated herein by reference. Employee will be eligible to participate in any program created for senior management with respect to the grant of additional options;

(c) Within ten (10) days after the first day of active employment tentatively scheduled for May 29, 2000, Employee shall be paid a one-time signing bonus in the amount of Seventy-Five Thousand US Dollars ($75,000.00) net of taxes and other withholdings normally associated with Employee compensation, it being understood and agreed that should this Agreement be terminated by WWFE on or before June 4, 2001, WWFE may credit this signing bonus against any payments that may be owed to Employee under Paragraph 7 (b) below, otherwise this signing bonus shall be nonrecoupable by WWFE; and

(d) During each Contract Year of this Agreement, Employee shall be eligible for a bonus, to be paid based upon performance targets established by WWFE's Reporting Officers in advance and before or within the first quarter of each Contract Year, and in consultation with Employee. The target will be sixty percent (60%) of Employee's then current base salary with an upside potential of up to eighty percent (80%) of Employee's then current annual base salary.

5. EXPENSES:

(a) WWFE shall reimburse Employee for any reasonable and necessary expenses incurred in the performance of his Duties hereunder, which shall include providing Employee with first class airline tickets on business related flights and any other reasonable and necessary travel, business entertainment and lodging expenses, provided that reimbursement hereunder shall be subject to WWFE's then current policies regarding such reimbursement, now or hereafter adopted by WWFE, that any and all such expenses are approved in advance by the WWFE's CEO and only upon receipt of adequate supporting documentation therefor. All such expenses shall be reimbursed within thirty (30) calendar days following submission to and approval by WWFE of an invoice no more frequently than on a monthly basis.

6. BENEFITS:

(a) Employee shall be eligible during the Term of this Agreement for those benefits generally available to similarly situated employees of [OBJECT OMITTED]WWFE including but not limited to welfare, health and life insurance and pension benefit and incentive programs, vacation and the like;

(b) Employee shall be a member of WWFE's Executive Committee during the term of this Agreement;

(c) At WWFE's sole discretion, at a time deemed appropriate by the Reporting Officers

during the term of the Agreement, Employee will be reasonably considered to be added as a member of WWFE's Board of Directors;

(d) Employee shall have the use of either his own or a company cellular telephone, it being understood and agreed in either case that WWFE shall reimburse Employee for monthly service charges and any reasonable and necessary toll calls or other business related fees incurred in connection with the use thereof; and

(e) Employee shall be entitled to reimbursement for up to One Hundred US Dollars ($100.00) per month for home office telephone and fax charges.

7. TERMINATION:

(a) [OBJECT OMITTED]WWFE shall have the right to terminate Employee's employment and this Agreement immediately for "Cause." For purposes hereof, "Cause" shall mean if Employee: (i) is found to have engaged in fraud, deceit, misappropriation, embezzlement, theft, unethical conduct, or other act of gross misconduct against [OBJECT OMITTED]WWFE or any of its affiliates; (ii) is determined to have engaged in behavior that [OBJECT OMITTED]substantially and publicly injures [OBJECT OMITTED]WWFE's reputation in the community; (iii) is determined to have willfully and knowing violated any rules or regulations of any governmental or regulatory body; or (iv) is convicted, pleads or enters a plea of nolo contendere to a felony. If [OBJECT OMITTED]WWFE terminates Employee for Cause, Employee shall be paid any unpaid consideration as set forth in Paragraphs 4, 5 and 6 above only through the date of termination. Employee and [OBJECT OMITTED]WWFE shall have no further obligation hereunder, financial or otherwise, from the date of termination; and Employee and [OBJECT OMITTED]WWFE shall have all other rights and remedies available under this or any other agreement and at law or in equity.

(b) WWFE may terminate this Agreement at any time for any reason other than Cause provided that within ten (10) days after such termination, it pays Employee on a non-mitigated basis (i) the difference between One Million Eight Hundred Ninety One Thousand Five Hundred Dollars ($1,891,500.00) and what WWFE has paid Employee pursuant to paragraph 4(a) above up to the date of his termination; (ii) all bonuses due under Paragraph 4(d) that remain unpaid, including a pro-rata bonus for a partial Contract Year, if applicable, and (iii) all consideration due under Paragraphs 5 and 6.

(c) Should Employee resign at any point during the Term of this Agreement, WWFE shall have no further obligation thereafter to Employee under this Agreement, whether financial or otherwise, except for accrued and unpaid consideration due pursuant to Paragraphs 4, 5 and 6 above.

(d) In the event of Employee's Disability (as defined below) (to the extent not prohibited by The Americans With Disabilities Act of 1990 or any other law), Employee shall be paid his unpaid compensation and consideration as set forth in Paragraphs 4(a), 4(d), 5 and 6 above through the date of resignation or Disability (as

applicable). WWFE shall have no further obligation hereunder, financial or otherwise, except the stock options set forth in paragraph 4 (b) above, subject of course to any restrictions contained in WWFE's Long Term Incentive Plan and the Stock Option Agreement set forth in Exhibit A, from the date of resignation or Disability (as applicable) and WWFE shall have all other rights and remedies available under this or any other agreement and at law or in equity. For purposes hereof, "Disability" shall mean if as a result of Employee's medically diagnosed incapacity due to physical or mental illness (as determined in good faith by a physician acceptable to WWFE and Employee's representative), Employee shall have been absent from full-time performance of his Duties with WWFE for four (4) consecutive months during any twelve (12) month period.

(e) Notwithstanding anything to the contrary set forth above, should Employee die during the Term of this Agreement, WWFE shall pay Employee's heirs
(i) the difference between One Million Eight Hundred Ninety One Thousand Five Hundred Dollars ($1,891,500.00) and what WWFE has paid Employee pursuant to paragraph 4(a) above up to the date of his death; (ii) all bonuses due under Paragraph 4(d) that remain unpaid, including a pro-rata bonus for a partial Contract Year, if applicable, and (iii) all consideration due under Paragraphs 5 and 6.

(f) For the avoidance of doubt, Employee's eligibility to exercise any stock options granted hereunder shall be consistent with the provisions of the Long Term Incentive Plan and Exhibit A.

8. WORK FOR HIRE: Employee hereby acknowledges that all duties performed hereunder were specifically ordered or commissioned by WWFE ("Work"); that the Work constitutes and shall constitute a work-made-for-hire as defined in the United States Copyright Act of 1976; that WWFE is and shall be the author of said work-made-for-hire and the owner of all rights in and to the Work throughout the universe, in perpetuity and in all languages, for all now known or hereafter existing uses, media and forms, including, without limitation, the copyrights therein and thereto throughout the universe for the initial term and any and all extensions and renewals thereof; and that WWFE shall have the right to make such changes therein and such uses thereof as it may deem necessary or desirable. "Works" shall include, but not be limited to all material and information created by Employee in the course of Employee's employment by WWFE which is fixed in a tangible medium of expression, including, but not limited to, notes, drawings, memoranda, correspondence, documents, records, notebooks, flow charts, computer programs and source and object codes, regardless of the medium in which they are fixed. To the extent that the Work is not recognized as a work-made-for-hire, Employee hereby assigns, transfers and conveys to WWFE, without reservation, all of Employee's right, title and interest throughout the universe in perpetuity in the Work, including, without limitation, all rights of copyright and copyright renewal in said Work or any part thereof. Employee will take whatever steps and do whatever acts WWFE requests at WWFE's cost, including, but not limited to, placement of WWFE's proper copyright notice on such Works to secure or aid in securing copyright protection and will assist WWFE or its nominees in filing applications to register claims of copyright in such works. Employee will not reproduce, distribute, display publicly, or perform publicly, alone or in combination with any data processing or network system, any Works of WWFE without the written permission from WWFE.

9. COVENANTS OF EMPLOYEE. In order to induce WWFE to enter into this Agreement, Employee hereby agrees as follows:

(a) Confidentiality. Employee acknowledges that by reason of his relationship with and service to WWFE, Employee has had and will have access to confidential information relating

to operations and technology and know-how which have been and will be developed by WWFE and its affiliates, including, without limitation, information and knowledge pertaining to wrestling productions and performances, public relations and marketing, products and their design and manufacture, methods of operation, sales and profit data, customer and supplier lists and relationships between WWFE and its affiliates and its customers, suppliers and others who have business dealings with it, and plans for future developments relating thereto. In recognition of the foregoing, during the Term and at all times thereafter, Employee will maintain the confidentiality of all such information and other matters of WWFE and its affiliates known to Employee which are otherwise not in the public domain and will not disclose any such information to any person outside the organization of WWFE, wherever located, except as required by law or with WWFE's Board of Directors' prior written authorization and consent.

(b) Records. All papers, books and records of every kind and description relating to the business and affairs of WWFE, or any its affiliates, whether or not prepared by Employee, other than personal notes prepared by or at the direction of Employee, shall be the sole and exclusive property of WWFE, and Employee shall surrender them to WWFE at any time upon request by WWFE. Employee's personal notes, papers and possessions, including those at the offices of WWFE, shall be accessible to Employee and be available for removal during the Term and after termination.

(c) Non-Competition. Employee hereby agrees with WWFE that during the Term and for a period of one (1) year following the date of termination, (i) he shall not perform services for or on behalf of any professional wrestling organization or entity including without limitation World Championship Wrestling or any subsidiary or affiliated company thereof, or any subsidiary or affiliated company thereof principally engaged in the business of professional wrestling, or Extreme Championship Wrestling or any subsidiary or affiliated company thereof principally engaged in the business of professional wrestling; (ii) he shall not actively solicit any employee of WWFE or any of its subsidiaries or affiliates to leave the employment thereof; and (iii) he shall not induce or attempt to induce any customer, supplier, licensee or other individual, corporation or other business organization having a business relation with WWFE or its subsidiaries or affiliates to cease doing business with WWFE or its subsidiaries or in any way unlawfully interfere with the relationship between any such customer, supplier, licensee or other person and WWFE or its subsidiaries or affiliates, it being understood and agreed, however, that Paragraph 9 (c)(i) above shall not apply in the event that WWFE terminates Employee without cause.

(d) Enforcement. Employee agrees and warrants that the covenants contained herein are reasonable, that valid considerations have been and will be received therefor and that the agreements set forth herein are the result of arms-length negotiations between the parties hereto. Employee recognizes that the provisions of this Paragraph 9 are vitally important to the continuing welfare of WWFE, and its affiliates, and that money damages constitute a totally inadequate remedy for any violation thereof. Accordingly, in the event of any such violation by Employee, WWFE, and its affiliates, in addition to any other remedies they may have, shall have the right to institute and maintain a proceeding to compel specific performance thereof or to issue an injunction restraining any action by Employee in violation of this Paragraph 9.

10. ASSIGNMENT: This Agreement contemplates the personal services of Employee and is not assignable by Employee. WWFE may assign this Agreement in whole or in part, without limitation or restriction, provided that WWFE or the assignee remains fully responsible for the obligations of WWFE hereunder.

11. GOVERNING LAW; JURISDICTION:

(a) Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut applicable to contracts entered into and to be fully performed therein.

(b) Jurisdiction: The parties hereto agree to submit solely to the jurisdiction of the United States District Court located in Bridgeport, Connecticut and the Judicial District Court of Stamford located in Stamford, Connecticut. The parties agree that service of process by mail shall be effective service of same and such service shall have the same effect as personal service with the State of Connecticut and result in personal jurisdiction over the parties in the forum in the State of Connecticut. The provisions contained in this Paragraph shall survive the termination and/or expiration of this Agreement.

12. NOTICES: Any notices are to be sent by certified mail, return receipt requested or federal express and addressed as follows:

TO WWFE:	World Wrestling Federation Entertainment, Inc. Attn: Linda E. McMahon Chief Executive Officer 1241 East Main Street Stamford, CT 06902
WITH A COPY TO:	World Wrestling Federation Entertainment, Inc. Attn: Edward L. Kaufman Senior Vice President and General Counsel 1241 East Main Street Stamford, CT 06902
TO EMPLOYEE:	Stuart C. Snyder 251 West 92nd Street, Apt. 11A New York, New York
WITH A COPY TO:	Robert V. Gaulin, Esq. Robert V. Gaulin & Associates 200 West 57th Street New York, NY 10019

13. SEVERABILITY: In the event that any provision or portion of this
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Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such

provision or portion shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

14. NAME AND LIKENESS: WWFE and its licensees and/or assignees shall have the exclusive and perpetual right, but not the obligation, to use and license the use of Employee's name, approved photograph, likeness and biographical data ("Name and Likeness") for the purpose of advertising, marketing, promoting, publicizing and exploiting any matter related to the Duties performed hereunder with Employee's permission, which shall not be unreasonably withheld.

15. INDEMNITY: a) Employee shall hold WWFE, its parent, subsidiary and affiliate companies and the directors, officers, employees, licensees, successors, assigns and agents of the foregoing, harmless from and against all claims, liabilities, damages, costs and attorneys' fees arising from any grossly negligent acts, or intentional acts by Employee outside the scope and course of his employment.

(b) WWFE shall hold Employee harmless from and against all claims, liabilities, damages, costs and attorneys' fees arising solely from the performance of Employee's Duties within the course and scope of Employee's employment hereunder.

16. REMEDIES: The waiver by either party of any breach hereof shall not be deemed a waiver of any prior or subsequent breach hereof. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.

17. INTEGRATION: This Agreement contains the complete understanding existing between the parties on the subjects covered and supersedes any previous written or verbal understandings with respect thereto. This Agreement may not be amended except by a writing signed by authorized representatives of Employee and WWFE.

18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

STUART C. SNYDER ("Employee")	World Wrestling Federation Entertainment, Inc. ("WWFE")
By: _____ Stuart C. Snyder	By: _____ Linda E. McMahon Chief Executive Officer

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On _____, 2000 , before me personally came Linda E. McMahon, Chief Executive Officer, World Wrestling Federation Entertainment, Inc., to me known, and known to me to be the individual described in, and who executed the foregoing, and duly acknowledged to me that she is a duly authorized corporate officer of World Wrestling Federation Entertainment, Inc., and that she executed the same on behalf of said company.

Notary Public

My commission expires: _____

STATE OF)
)ss:
COUNTY OF)

On _____, 2000 before me personally came Stuart C. Snyder to me

known, and known to me to be the individual described in, and who executed the foregoing Agreement, and duly acknowledged to me that he executed the same.

Notary Public

My commission expires: _____

EXHIBIT 10.12

XFL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

June 12, 2000

XFL, LLC

LIMITED LIABILITY COMPANY AGREEMENT

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XFL, LLC
LIMITED LIABILITY COMPANY AGREEMENT

THIS LIMITED LIABILITY COMPANY AGREEMENT is made and entered into as of this 12th day of June, 2000, by and between WWFE SPORTS, INC., a Delaware corporation ("WWFE"), and NBC-XFL HOLDING, INC., a Delaware corporation ("NBC").

WITNESSETH:

WHEREAS, WWFE and NBC have formed XFL, LLC, a Delaware limited liability company (the "Company"), as a vehicle through which to establish, develop and operate a professional football league to be known as the "XFL", by filing a Certificate of Formation (the "Certificate") with the office of the Secretary of State of the State of Delaware on March 20, 2000.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the following definitions:

AAA Global Headquarters. "AAA Global Headquarters" has the meaning ascribed thereto in Section 12.1 of this Agreement.

Act. "Act" means the Delaware Limited Liability Company Law, Delaware

Code Annotated, Title 6, Chap. 18, as amended from time to time, in effect.

Additional Capital Contribution. "Additional Capital Contribution" has the meaning ascribed thereto in Section 3.2(a) of this Agreement.

Adjusted Capital Account Deficit. "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is deemed to be obligated to restore pursuant to the penultimate sentences in Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations; and

(ii) Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

Affiliate. "Affiliate" means, with respect to a Person, a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person, or any member of the Immediate Family of the second mentioned Person.

Agreement. "Agreement" means this Limited Liability Company Agreement, as it may be amended or supplemented from time to time, and is the "Limited Liability Company Agreement" of the Company as defined in Section 18- 101(6) of the Act.

Board of Managers. "Board of Managers" means the group of Managers that exercises the powers, and manages the business and affairs, of the Company pursuant to Article 5 of this Agreement.

Book Item. "Book Item" has the meaning ascribed thereto in Section 6.2(d)(i)(A) of this Agreement.

Broadcast Agreement. "Broadcast Agreement" has the meaning ascribed thereto in Section 2.8 of this Agreement.

Business. "Business" has the meaning ascribed thereto in Section 2.4 of this Agreement.

Business Day. "Business Day" means any day other than a Saturday, a Sunday, or any day on which national banking associations in the State of New York are closed.

Call Exercise Notice. "Call Exercise Notice" has the meaning ascribed thereto in Section 8.4(a) of this Agreement.

Call Closing. "Call Closing" has the meaning ascribed thereto in Section 8.4(a) of this Agreement.

Capital Account. "Capital Account" means, with respect to any Member, the Capital Account maintained for such Member in accordance with the following provisions:

(i) To each Member's Capital Account there shall be credited (A) such Member's Capital Contributions, (B) such Member's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 6.2 hereof, and (C) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or a Member related to the maker of the note within the meaning of

Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1 (b)(2)(iv)(d)(2);

(ii) To each Member's Capital Account there shall be debited (A) the amount of money and the Gross Asset Value of any property distributed to such Member pursuant to any provision of this Agreement, (B) such Member's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 6.2 hereof, and (c) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company;

(iii) In the event Shares are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Shares; and

(iv) In determining the amount of any liability for purposes of subparagraphs (i) and (ii) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Member), are computed in order to comply with such Regulations, the Board of Managers may make such modification. The Board of Managers also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

Capital Contributions. "Capital Contributions" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Shares in the Company held or purchased by such Member, including additional Capital Contributions.

Certificate. "Certificate" means the Company's Certificate of Formation filed with the Secretary of State of the State of Delaware on March 20, 2000, as amended from time to time.

Class A Membership Units. "Class A Membership Units" means the limited liability company Interests of the Company represented by the 800,000 units designated as Class A Membership Units in Section 2.7 of this Agreement.

Class B Membership Units. "Class B Membership Units" means the convertible, non-voting limited liability company Interests of the Company represented by the 400,000 units designated as Class B Membership Units in
Section 2.7 of this Agreement.

Class C Membership Unit. "Class C Membership Unit" means the redeemable, non-voting, cumulative, preferred, non-participating limited liability company Interest of the Company represented by the 1 unit designated as a Class C Membership Unit in Section 2.7 of this Agreement. Notwithstanding any other provision of this Agreement, the Class C Membership Unit holder shall be entitled solely to a Priority Return to the extent provided herein and shall receive no other allocation of Profit or Loss or distribution hereunder.

Code. "Code" means the Internal Revenue Code of 1986, as amended, 26

U.S.C.A., et seq., or any succeeding federal internal revenue law as from time to time in effect. Any reference to any section of the Code shall include the provisions of any successor revenue law as from time to time in effect.

Company. "Company" means XFL, LLC, a Delaware limited liability company, being the limited liability company formed pursuant to the Certificate and governed by this Agreement.

Company Minimum Gain. "Company Minimum Gain" has the meaning given the term "partnership minimum gain" in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations.

Control. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

Controlled Affiliate. "Controlled Affiliate" means, with respect to a Person, a Person that, directly or indirectly, through one or more intermediaries, is controlled by the first mentioned Person, and, in the case of NBC, also means any Person that, directly or indirectly, through one or more intermediaries, is controlled by NBC Parent.

Conversion Date. "Conversion Date" has the meaning ascribed thereto in Section 10.1(c).

Conversion Notice. "Conversion Notice" has the meaning ascribed thereto in Section 10.1(a) of this Agreement.

Defaulting Member. "Defaulting Member" has the meaning ascribed thereto in Section 3.2(c) of this Agreement.

Deficiency. "Deficiency" has the meaning ascribed thereto in Section 3.2(c) of this Agreement.

Deficiency Contribution. "Deficiency Contribution" has the meaning ascribed thereto in Section 3.2(c) of this Agreement.

Depreciation. "Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Fiscal Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

Depreciation Recapture. "Depreciation Recapture" has the meaning ascribed thereto in Section 6.2(d)(i)(B)(iii) of this Agreement.

Dispute. "Dispute" has the meaning ascribed thereto in Section 12.1 of this Agreement.

Estimated Tax Amount. "Estimated Tax Amount" shall mean, for each Fiscal Year, an amount of cash which, in the good faith judgment of the Board of Managers, equals (i) the amount of taxable income allocable from the Company in respect of such Fiscal Year to the Member receiving the greatest allocation of such income, multiplied by (ii) forty percent (40%).

Fair Market Value. "Fair Market Value" has the meaning ascribed thereto in Section 8.5 of this Agreement.

Financial Statements. "Financial Statements" has the meaning ascribed thereto in Section 7.3(a) of this Agreement.

Fiscal Year. "Fiscal Year" has the meaning ascribed thereto in Section 7.2 of this Agreement.

Gross Asset Value. "Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board of Managers;

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) as determined by the Board of Managers as of the following times:
(A) the acquisition of an additional Interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (B) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an Interest in the Company; and (C) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), provided that an adjustment described in clauses (A) and (B) of this paragraph shall be made only if the Board of Managers reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(iii) The Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Board of Managers; and

(iv) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subparagraph (vi) of the definition of "Profits" and "Losses" or Section 6.2(b)(vii) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (iv) to the extent that an adjustment pursuant to subparagraph
(ii) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (iv).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (ii) or (iv), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

GAAP. "GAAP" shall mean U.S. generally accepted accounting

principles, consistently applied.

Immediate Family. "Immediate Family" means, and is limited to, an individual's current spouse, parents, grandparents, children, siblings, grandchildren and other lineal descendants, or a trust or estate of which the primary beneficiaries are such individual or such related persons.

Initial Business Plan. "Initial Business Plan" means the budget and strategic operating plan for the Company for the period commencing on May 1, 2000 and ending on April 30, 2002 in the form attached to this Agreement as Exhibit A.

Interest. "Interest" means the entire ownership interest of a Member in the Company at any time, including such Member's Percentage Interest and the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

IPO. "IPO" has the meaning ascribed thereto in Section 14.1 of this

Agreement.

Liquidator. "Liquidator" means that Person, or any successor thereto, who shall be designated to liquidate the Company pursuant to Section 9.3 hereof.

Manager. "Manager" means any Person hereafter elected as a member of the Board of Managers of the Company as provided in this Agreement, but does not include any Person who has ceased to be a member of the Board of Managers of the Company. Each member of the Board of Managers is a "Manager" within the meaning of Section 18-101(10) of the Act.

Member. "Member" means any Person executing this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but does not include any Person who has ceased to be a member in the Company, and each Member is a "Member" within the meaning of Section 18-101(11) of the Act.

Member Nonrecourse Debt. "Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" in Section 1.704-2(b)(4) of the Regulations.

Member Nonrecourse Debt Minimum Gain. "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with
Section 1.704-2(i)(3) of the Regulations.

Member Nonrecourse Deductions. "Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deductions" in Sections 1.704- 2(i)(1) and 1.704-2(i)(2) of the Regulations.

Merchandising Agreement. "Merchandising Agreement" has the meaning ascribed thereto in Section 2.8 of this Agreement.

Monthly Management Reports. "Monthly Management Reports" has the meaning ascribed thereto in Section 7.3(a) of this Agreement.

NBC. "NBC" means NBC-XFL Holding, Inc., a Delaware corporation, its

successors or permitted transferees of its entire Interest, as the case may be.

NBC Parent. "NBC Parent" means National Broadcasting Company, Inc., a Delaware corporation.

NBC IPO Notice. "NBC IPO Notice" has the meaning ascribed thereto in Section 14.2 of this Agreement.

NBC IPO Put Notice. "NBC IPO Put Notice" has the meaning ascribed thereto in Section 14.2 of this Agreement.

NBC IPO Put Right. "NBC IPO Put Right" has the meaning ascribed thereto in Section 14.2 of this Agreement.

NBC Put Notice. "NBC Put Notice" has the meaning ascribed thereto in Section 8.4(b) of this Agreement.

NBC Put Right. "NBC Put Right" has the meaning ascribed thereto in Section 8.4(b) of this Agreement.

NFL. "NFL" has the meaning ascribed thereto in Section 5.13 of this

Agreement.

Non-Defaulting Member. "Non-Defaulting Member" has the meaning ascribed thereto in Section 3.2(c) of this Agreement.

Nonrecourse Deductions. "Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

Nonrecourse Liability. "Nonrecourse Liability" has the meaning set forth in Section 1.704-2(b)(3) of the Regulations.

Notice Letter. "Notice Letter" has the meaning ascribed thereto in Section 12.2 of this Agreement.

Observer. "Observer" has the meaning ascribed thereto in Section 5.3 of this Agreement.

Offer Period. "Offer Period" has the meaning ascribed thereto in Section 8.3 of this Agreement.

Offered Interest. "Offered Interest" has the meaning ascribed thereto in Section 8.3 of this Agreement.

Offered Members. "Offered Members" has the meaning ascribed thereto in Section 8.3 of this Agreement.

Offering Member. "Offering Member" has the meaning ascribed thereto in Section 8.3 of this Agreement.

Percentage Interest. "Percentage Interest" of any Member means the percentage of all outstanding Class A Membership Units and Class B Membership Units, taken together, held by such Member.

Performance Based Conversion Notice. "Performance Based Conversion Notice" has the meaning ascribed thereto in Section 10.1(a) of this Agreement.

Person. "Person" means any person, corporation, partnership, limited partnership, limited liability company, joint venture, association, joint stock company, trust, business trust, unincorporated association or other entity.

Priority Return. "Priority Return" means a sum equal to ten percent (10%) per annum, determined on the basis of a year of 365 or 366 days, as the case may be, for the actual number of days in the period for which the Priority Return is being determined, cumulative (but not compounded) to the extent not distributed in any given Fiscal Year pursuant to Section 6.1(d) hereof, of the Capital Contribution attributable to the Class C Membership Unit ($12.50), commencing on the first day the Class C Membership Unit is issued to the WWFE.

Profits and Losses. "Profits" and "Losses" mean, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(i) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income or loss:

(ii) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses", shall be subtracted from such taxable income or loss;

(iii) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraphs (ii) or (iii) of the definition of Gross Asset Value, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the Gross Asset Value of the asset) or an item of loss (if the adjustment decreases the Gross Asset Value of the asset) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses;

(iv) Gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Fiscal Year computed in accordance with the definition of Depreciation;

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Profits or Losses; and

(vii) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 6.2 hereof shall not be taken into account in computing Profits or Losses.

The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Sections 6.2 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (i) through (vi) above.

Purchased Assets. "Purchased Assets" has the meaning ascribed thereto in Section 13.2 of this Agreement.

Put Closing. "Put Closing" has the meaning ascribed thereto in Section 8.4(b) of this Agreement.

Put Rejection. "Put Rejection" has the meaning ascribed thereto in Section 8.4(c) of this Agreement.

Redemption Notice. "Redemption Notice" has the meaning ascribed thereto in Article 11 of this Agreement.

Regulatory Allocations. "Regulatory Allocations" has the meaning ascribed thereto in Section 6.3 of this Agreement.

Regulations. "Regulations" means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are amended from time to time.

Rules. "Rules" has the meaning ascribed thereto in Section 12.1 of this Agreement.

Scheduled Contributions. "Scheduled Contributions" has the meaning ascribed thereto in Section 5.19 of this Agreement.

Securities Act. "Securities Act" means the Securities Act of 1933, as amended.

Service. "Service" means the Internal Revenue Service.

Shares. "Shares" means any Class A Membership Units, Class B Membership Units or Class C Membership Unit from time to time issued and outstanding.

Subsequent Business Plan. "Subsequent Business Plan" has the meaning ascribed thereto in Section 5.19 hereof.

Tax Matters Member. "Tax Matters Member" means that Person designated as the Tax Matters Member pursuant to Section 5.14 hereof.

Tax Statements. "Tax Statements" has the meaning ascribed thereto in Section 7.3(a) of this Agreement.

Threshold Interest. "Threshold Interest" has the meaning ascribed thereto in Section 5.3 of this Agreement.

Transfer. "Transfer" means the sale, assignment, transfer, disposition, mortgage, pledge, charge or encumbrance, or contract to do or permit any of the foregoing, whether voluntarily or by operation of law.

Transferee. "Transferee" has the meaning ascribed thereto in Section 8.3 of this Agreement.

Transfer Notice. "Transfer Notice" has the meaning ascribed thereto in Section 8.3 of this Agreement.

Valuation Date. "Valuation Date" has the meaning ascribed thereto in Section 8.5 of this Agreement.

WWFE. "WWFE" means WWFE Sports, Inc., a Delaware corporation, its

successors or permitted transferees of its entire Interest, as the case may be.

WWFE Call Option. "WWFE Call Option" has the meaning ascribed thereto in Section 8.4(a) of this Agreement.

WWFE IPO Call Notice. "WWFE IPO Call Notice" has the meaning ascribed thereto in Section 14.3 of this Agreement.

WWFE IPO Call Option. "WWFE IPO Call Option" has the meaning ascribed thereto in Section 14.3 of this Agreement.

WWFE IPO Notice. "WWFE IPO Notice" has the meaning ascribed thereto in Section 14.3 of this Agreement.

WWFE Parent. "WWFE Parent" means World Wrestling Federation Entertainment, Inc., a Delaware corporation.

XFL Property Rights. "XFL Property Rights" has the meaning ascribed thereto in Section 6.1 of this Agreement.

ARTICLE II

FORMATION, NAME, OFFICES AND PURPOSES; MEMBERS

Section 2.1. Formation. The Company was formed on March 20, 2000 by the filing of the Certificate with the Secretary of State of the State of Delaware. Except as otherwise provided in this Agreement, the rights, duties, liabilities and obligations of the Members, and all other Persons who become members of the Company in the manner set forth herein, and the administration, dissolution, winding up and termination of the Company shall be governed by the Act.

Section 2.2. Name. The name of the Company is "XFL, LLC". The

Company shall execute a certificate or certificates required by law to be filed in connection with changes in the name of the Company or the conduct of the business of the Company and shall cause such certificate or certificates to be filed in the appropriate offices.

Section 2.3. Offices. The principal office of the Company shall be located at 1241 East Main Street, Stamford, CT 06902. The Company's registered office and the name of its initial registered agent at such address shall be as set forth in the Certificate. The Company may have such substituted and additional offices at such other locations as the Members shall designate. The Company's registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name and the acceptance of the new registered agent with the Delaware Secretary of State pursuant to the Act.

Section 2.4. Purposes; Power. The purpose of the Company shall be, and the Company shall have the power and authority, to establish, develop and operate a professional football league to be known as the "XFL" (the "Business") and to acquire, own, manage and sell such assets and properties as may be necessary or convenient in connection with the operation of the Business. In carrying out these purposes and exercising these powers, the Company may enter into, make and perform all contracts and other undertakings and engage in all activities and transactions as may be necessary and proper to operate the Business. The Company shall commence operations no later than the date hereof. Any change in, or expansion of, the purpose or scope of the Business shall require the prior written approval of NBC and WWFE.

Section 2.5. Scope of Members' Authority. Except as otherwise expressly and specifically provided in this Agreement, no Member shall have authority to bind or act for, or assume any obligations or responsibilities on behalf of, any other Member or the Company. Neither the Company nor any Member shall be responsible or liable for any indebtedness or obligation of any other Member incurred or arising either before or after the execution of this Agreement, except as to such joint responsibilities, liabilities, indebtedness or obligations incurred after the date hereof pursuant to a written instrument. This Agreement shall not be deemed to create a partnership or other affiliation between the Members with respect to any activities whatsoever, other than activities within the purpose of the Company as specified in Section 2.4 above.

Section 2.6. Confidential Information. The Company and each Member shall not use or disclose to others any confidential information received from the Company or any other Member which is not otherwise available to the public (or any confidential information made available to the public as a result of a breach of this Agreement by the breaching party) for any purpose other than for the benefit of the Company, as determined by the Board of Managers, or as required by law.

Section 2.7. Classes of Membership Interests; Number Authorized.

(a) The limited liability company Interests of the Company (as defined in Section 18-101(8) of the Act) shall be represented by the Class A Membership Units, the Class B Membership Units and the Class C Membership Unit. No additional class or classes of limited liability company Interests of the Company shall be created or issued without the prior approval of the Members.

(b) The total number of Class A Membership Units that the Company shall have the authority to issue is 800,000. On the date of this Agreement, 200,000 Class A Membership Units are issued and outstanding and held of record by WWFE. The total number of Class B Membership Units that the Company shall have the authority to issue is 400,000. On the date of this Agreement, 200,000 Class B Membership Units are issued and outstanding and held of record by NBC. The total number of Class C Membership Units that the Company shall have the authority to issue is 1. On the date of this Agreement, 1 Class C Membership Unit is issued and outstanding and held of record by WWFE. Except as specifically provided in this Agreement, no additional Class A Membership Units, Class B Membership Units or Class C Membership Units shall be issued by the Company.

Section 2.8. Ancillary Agreements. On the date of this Agreement, the Company is entering into (i) a Merchandising and Support Services Agreement with WWFE Parent (the "Merchandising Agreement") and (ii) a Broadcast Agreement with NBC Parent (the "Broadcast Agreement").

ARTICLE III

CAPITAL CONTRIBUTIONS

Section 3.1. Initial Capital Contribution.

(a) On the date hereof, WWFE has made an initial cash Capital Contribution in the amount of $2,500,012.50. The Capital Account of WWFE shall be increased from zero to $2,500,012.50.

(b) On the date hereof, NBC has made an initial cash Capital Contribution in the amount of $2,500,000.00. The Capital Account of NBC shall be increased from zero to $2,500,000.00.

Section 3.2. Additional Capital Contributions.

(a) Each Member shall contribute to the capital of the Company (an "Additional Capital Contribution") its proportionate share, based on its Percentage Interest, of the aggregate amount of any additional cash contributions called for by the Board of Managers in accordance with this Agreement, the Initial Business Plan and any Subsequent Business Plan. Except as specifically provided herein, no additional Shares shall be issued upon receipt of any Additional Capital Contribution.

(b) On approximately a monthly basis, the Board of Managers shall send a written notice to each Member calling for such Member to make its proportionate share of the Additional Capital Contributions then due, as contemplated by the Initial Business Plan or any Subsequent Business Plan, as the case may be. Such notice shall set forth (i) the aggregate amount of such Additional Capital Contributions and (ii) each Member's proportionate share of such Additional Capital Contributions. Additional Capital Contributions in the amounts called for in such notice shall be made by the Members within five (5) Business Days following receipt of such notice from the Board of Managers. A failure by the Board of Managers to make a call for an Additional Capital Contribution at such time as the same is contemplated by the Initial Business Plan, any Subsequent Business Plan or this Agreement shall not relieve the Members from their obligations under this Agreement to make such Additional Capital Contributions when and as the same may be called for by the Board of Managers. No call for an Additional Capital Contribution in excess of the amounts called for in the Initial Business Plan or any Subsequent Business Plan, as the case may be, shall be made by the Board of Managers without the prior written approval of NBC and WWFE.

(c) Upon the failure of a Member (a "Defaulting Member") to make any Additional Capital Contribution required by this Section (the portion thereof not contributed by such Defaulting Member being referred to herein as the "Deficiency"), the Board of Managers shall give written notice of such failure, including the name of the Defaulting Member

and the amount of such Deficiency, to the other Members (each, a "Non-Defaulting Member"). Each Non-Defaulting Member may (in addition to, and not in lieu of, any other rights or remedies such Non-Defaulting Member may have under this Agreement, at law or in equity), in its sole and absolute discretion, within five (5) Business Days after receipt of such written notice, contribute all or any portion of such Deficiency to the capital of the Company (a "Deficiency Contribution"); provided, however, that if the proposed aggregate Deficiency Contributions of two or more Non-Defaulting Members are greater than the amount of the Deficiency, then, unless such Non-Defaulting Members agree on the amount of the Deficiency Contribution to be made by each of them, such Deficiency Contributions shall be made in proportion to such Non-Defaulting Members' Percentage Interests. In the event of any such Deficiency Contribution(s), a number of additional Class A Membership Units or Class B Membership Units, as the case may be, shall be issued to the Non-Defaulting Member or Members making such Deficiency Contribution(s) (in proportion to the Deficiency Contribution made by each Non-Defaulting Member) so that the Defaulting Member's Percentage Interest is reduced by an amount (expressed in terms of a percentage) equal to the quotient determined by dividing (1) the amount of such Deficiency Contribution(s) by (2) the aggregate sum of all Capital Contributions (including Deficiency Contributions) made by all Members to the Company through the date such additional Class A Membership Units or Class B Membership Units are issued, and the aggregate Percentage Interests of the Non-Defaulting Member or Members making such Deficiency Contribution(s) shall be increased by a like amount (and in proportion to the Deficiency Contribution made by each Non-Defaulting Member).

Section 3.3. Non Cash Capital Contributions. If the Members make any Capital Contributions in a form other than cash, the Members shall execute and deliver to the Company any assignments and other instruments of transfer as may be deemed necessary to confirm and carry out the contributions to capital of the Company.

Section 3.4. Use of Capital Contributions. All contributions to capital of the Company shall be available to the Company to carry out the purposes of the Company.

Section 3.5. Other Source of Funds. Subject to Section 5.18, the Company may, at the Board of Managers' discretion, from time to time borrow and re-borrow funds (for working capital purposes including ordinary course intercompany reimbursements) under terms and conditions determined by the Board of Managers, including without limitation, borrowing funds from Members and Affiliates thereof as well as institutional lenders. No Member shall be required to loan money to the Company.

ARTICLE IV

PARTICIPATION IN COMPANY PROPERTY

Section 4.1. Ownership by Member of Company. No Member shall have any right of partition with respect to any property or assets of the Company.

Section 4.2. Return of Capital. Except as expressly provided herein, no Member shall have the right to demand or receive a distribution of any capital prior to the

dissolution of the Company, and no Member shall have the right to demand and receive property other than cash in return for any contribution to the capital of the Company.

Section 4.3. No Interest. No Member shall be entitled to receive any interest with respect to its Capital Contributions or Capital Account.

ARTICLE V

MANAGEMENT

Section 5.1. Management by the Board of Managers. Except for situations in which the approval of the Members, or NBC and/or WWFE specifically, is required by this Agreement or by non-waivable provisions of the Act or the approval of the Broadcast Committee is required under the Broadcast Agreement, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers; and (ii) the Board of Managers may make all decisions and take all actions for the Company not otherwise provided for in this Agreement or in the Broadcast Agreement. If any action taken by the Board of Managers conflicts or is inconsistent in any way with any action taken by the Broadcast Committee (as defined in the Broadcast Agreement) pursuant to its powers under the Broadcast Agreement, the action taken by the Broadcast Committee shall be controlling.

Section 5.2. Actions by Board of Managers. In managing the business and affairs of the Company and exercising its powers granted hereunder, the Board of Managers may act through meetings or written consents pursuant to Sections 5.5 and 5.7. Any Person dealing with the Company, other than a Member, may rely on the authority of a Manager or any duly appointed officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Each Member, by execution of this Agreement, agrees to, consents to, and acknowledges the delegation of powers and authority to the Board of Managers granted hereunder, and to the actions and decisions of the Board of Managers within the scope of their authority as provided herein.

Section 5.3. Number and Term of Office. The Board of Managers shall consist of three Managers prior to the Conversion Date and on and after the Conversion Date shall consist of six Managers. Prior to the Conversion Date, the holders of the Class A Membership Units shall be entitled to designate all three Managers to the Board of Managers. Prior to the Conversion Date, the holders of the Class B Membership Units shall be entitled to designate one individual (the "Observer") who shall not be a Manager but who may attend all meetings of the Board of Managers. The Observer shall receive all materials and communications as and when received by the Managers but shall have no authority to vote on any matter presented to the Board of Managers, but shall have the ability to submit non-binding recommendations to the Board of Managers. On and after the Conversion Date and so long as each of WWFE and NBC owns at least eighty-five percent (85%) of the total number of Shares owned by it as of the date hereof (subject to appropriate adjustment in the event of any equity distribution, split, combination or other similar recapitalization) (the "Threshold Interest"), WWFE shall be entitled to designate three Managers to the Board of Managers and NBC shall be entitled to designate

three Managers to the Board of Managers; provided, however, that during any time after the Conversion Date that either or both of WWFE and NBC own less than the Threshold Interest, NBC shall be entitled to designate a number (rounded to the nearest whole number) of Managers to the Board of Managers that is directly proportionate to the ratio of NBC's Percentage Interest to WWFE's Percentage Interest and WWFE shall be entitled to designate a number (rounded to the nearest whole number) of Managers to the Board of Managers that is directly proportionate to the ratio of WWFE's Percentage Interest to NBC's Percentage Interest. In the event that any adjustment to WWFE's and NBC's representation on the Board of Managers is required by the immediately preceding sentence, WWFE or NBC, as the case may be, shall cause an appropriate number of Managers designated by it to resign from the Board of Managers and any vacancy resulting from such resignation(s) shall be filled by the other such Member. For purposes of this Section 5.3, the number of Shares owned by, and the respective Percentage Interests of, NBC and WWFE shall be deemed to include the Shares owned by, and the Percentage Interests of, their respective Affiliates. On and after the Conversion Date, there shall be no Observer. On and after the Conversion Date, the Chairman of the Board of Managers shall be a Manager designated by WWFE and the Vice Chairman of the Board of Managers shall be a Manager designated by NBC. On the Conversion Date, the Observer on the Conversion Date, together with two additional individuals designated by NBC, shall become the initial Managers designated by NBC. On and after the Conversion Date, all references herein to the Board of Managers shall be deemed to refer to the full six-member Board of Managers.

The following persons are the Managers of the Company as of the date hereof and until their successors are duly elected:

Vincent K. McMahon

Linda E. McMahon

August J. Liguori

The following person is the Observer as of the date hereof:

Dick Ebersol

Section 5.4. Vacancies; Removal; Resignation. Any Manager may be removed at any time, with or without cause, but only by the holders of the Shares (or the Member, if applicable) who designated such Manager. In the event that any Manager ceases to serve as a Manager during his term of office, the resulting vacancy shall be filled by the holders of the Shares (or the Member, if applicable) entitled to appoint the Manager whose absence has created such vacancy. Any Manager may resign his office at any time.

Section 5.5. Meetings.

(a) A majority of the total number of Managers shall constitute a quorum for the transaction of business of the Board of Managers, and the act of a majority of the Managers present at a meeting at which a quorum is present shall be necessary and sufficient to be the act of the Board of Managers. A Manager who is present at a meeting of the Board of Managers at which action on any Company matter is taken shall be presumed to have assented to

the action unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action. Any Manager who is present at a meeting of the Board of Managers shall be entitled to cast the vote of any Manager who is not present and who was appointed by the same Member as the Manager casting the vote.

(b) Meetings of the Board of Managers may be held at such place or places as shall be determined from time to time by resolution of the Board of Managers. At all meetings of the Board of Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Managers.

(c) Regular meetings of the Board of Managers shall be held at such times and places as shall be designated from time to time by resolution of the Board of Managers, but shall not be held less frequently than quarterly. Notice of such meetings shall not be required.

(d) Special meetings of the Board of Managers may be called by the Chairman of the Board of Managers or any two Managers on at least 24 hours' notice to each other Manager. Such notice need not state the purpose or purposes of, nor the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement.

(e) Any matter upon which the Board of Managers is deadlocked shall be resolved pursuant to the provisions of Article 12.

Section 5.6. Approval or Ratification of Acts or Contracts by Members. The Board of Managers in their discretion may submit any act or contract for approval or ratification at any annual or special meeting of the Members.

Section 5.7. Action by Managers by Written Consent or Telephone Conference. Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Board of Managers may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by that number of the Managers having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers were present and voting. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board of Managers. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Managers may participate in and hold a meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 5.8. Conflicts of Interest. Subject to the other express provisions of this Agreement, each Manager, Member and officer of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein. The Company may transact business with any Manager, Member, officer or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

Section 5.9. Actions by Members. Regular meetings of the Members may be held at such places, and at such times, as the Members may from time to time determine. No notice of any such meeting shall be required. Special meetings of the Members may be held at any time or place called by any Member. Notice by letter, telegram, telecopy or telephone of a special meeting of the Members shall be given by the Member calling the meeting not less than two (2) Business Days before the special meeting. The Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. The Secretary of the Company shall keep written minutes of all meetings of the Members. At all meetings of the Members, Members holding a majority of the outstanding Class A Membership Units entitled to vote shall constitute a quorum for the transaction of business and shall be necessary and sufficient for taking any action, except that where any action requires the prior approval of NBC and/or WWFE, the presence of NBC and/or WWFE, as the case may be, shall be required to constitute a quorum for the taking of such action. Any action to be taken by the Members shall require the affirmative vote of the holders of a majority of all the outstanding Class A Membership Units present in person or by proxy and entitled to vote, except as otherwise specially provided in this Agreement (e.g., where the prior approval of NBC and/or WWFE is required). Each holder of outstanding Class A Membership Units shall be entitled to one vote for each Class A Membership Units held by that Member at each meeting of Members (and written actions in lieu of meetings) with respect to any and all matters presented to the Members for their action or consideration and on which they are entitled to vote. Holders of Class B Membership Units and the Class C Membership Unit shall not be entitled to vote on any action presented to the Members, except as required by law or by the provisions of this Agreement. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by that number of Members entitled to vote thereon having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all such Members were present and voting (including, in cases where the prior approval of a Member is required, the approval of the requisite Member(s)). No Member shall be prohibited from voting on a matter solely because the matter relates to such Member or an Affiliate of such Member. No contract, action or transaction will be void or voidable with respect to the Company because it is between or affects the Company and one or more of its Members or their Affiliates regardless of whether any of the conditions set forth in Section 18-107 of the Act have been met. Any matter upon which the Members are deadlocked shall be resolved pursuant to the provisions of Article 12.

Section 5.10. Officers. Subject to the rights and authority of the Board of Managers, the day-to-day operations of the Company shall be run by the officers of the Company who will be elected by the Board of Managers. The officers shall consist of a President, one or

more Vice Presidents, a Secretary and a Treasurer, and may consist of such other officers (including a Chief Financial Officer) and assistant officers as the Board of Managers may determine. Each officer or assistant officer shall serve at the pleasure of the Board of Managers. The compensation of all officers and assistant officers shall be fixed by, or pursuant to authority delegated by, the Board of Managers from time to time. Any two or more offices may be held by the same person.

(A) President. The President shall be the chief executive officer of the Company and shall have general and active charge and control over the business and affairs of the Company, subject to the oversight of the Board of Managers.

(B) Vice President. The Vice President or, if there shall be more than one, the Vice Presidents, in the order of their seniority unless otherwise specified by the Board of Managers, shall have all of the powers and perform all of the duties of the President during his absence or inability to act. Each Vice President shall also have such other powers and perform such other duties as shall be prescribed from time to time by the Board of Managers or the President.

(C) Secretary. The Secretary shall keep a record of the minutes of the proceedings of meetings of the Members and the Board of Managers, and shall give notice of all such meetings as required by the Act or this Agreement. The Secretary shall have custody of the seal of the Company and of all books, records, and papers of the Company, except such as shall be in the charge of the Treasurer or of some other Person authorized to have custody and possession thereof by resolution of the Board of Managers. The Secretary shall also have such other powers and perform such other duties as are incident to the office of the secretary of a limited liability company or as shall be prescribed from time to time by, or pursuant to authority delegated by, the Board of Managers or the President.

(D) Treasurer. The Treasurer shall keep full and accurate accounts of the receipts and disbursements of the Company in books belonging to the Company, shall deposit all moneys and other valuable effects of the Company in the name and to the credit of the Company in such depositories as may be designated by the Board of Managers, and shall also have such other powers and perform such other duties as are incident to the office of the treasurer of a limited liability company or as shall be prescribed from time to time by, or pursuant to authority delegated by, the Board of Managers or the President.

The following officers of the Company shall serve at the pleasure of the Board of Managers until their successors are elected: President -- Basil DeVito; Vice President, Football Operations -- Michael Keller; Vice President, Administration -William Hicks; Vice President, Finance, Chief Financial Officer and Treasurer - August Liguori; Secretary -Linda McMahon.

Section 5.11. Bank Accounts. Only the Treasurer or his designees in accordance with authorization cards on file with the Company's banks may sign checks on behalf of the Company.

Section 5.12. Compensation. Except as otherwise expressly provided in this Agreement, no Managers or Affiliate of any Managers shall be entitled to any compensation from the Company or to reimbursement for expenses incurred in connection with the business or affairs of the Company, except with the prior approval of the Managers. The Company shall pay the reasonable out-of-pocket expenses incurred by each Manager and Observer in connection with attending the meetings of the Board of Managers.

Section 5.13. Activity of Members; Football Restrictions. Except as specifically set forth in this Section 5.13 or pursuant to Section 8.4, no Member or any Affiliate thereof shall be prohibited from engaging in any other business or activity by virtue of its status as a Member in the Company. Notwithstanding the foregoing, neither NBC nor WWFE (nor any Affiliate of either of the foregoing) shall, directly or indirectly, own, operate or broadcast via television (other than highlights of any length for use in any format or media) any teams, games or other events of a professional football league or own or operate a professional football league (it being expressly agreed that the National Football League, Inc. ("NFL") is excluded as it relates to this Section 5.13 and that, accordingly, nothing in this Agreement will prohibit any Member (or any of its Affiliates) from owning, operating or broadcasting any NFL team, game or other event).

Section 5.14. Tax Matters Member. The Tax Matters Member shall be WWFE. The Tax Matters Member shall have the responsibility of a tax matters partner specified under the Code. The Tax Matters Member shall immediately notify all Members of any action taken by the Service relating to an audit or review of the Company's federal income tax filings and shall keep all Members informed of the status of any such proceedings. Each Member shall have the right to participate in such proceedings at such Member's own expense. The Tax Matters Member shall not enter into any agreement with the Service which purports to bind any Member without first obtaining the consent of such Member. The Company shall reimburse the Tax Matters Member for all expenses reasonably incurred in connection with its duties hereunder.

Section 5.15. Reliance on Acts of the Managers. No financial institution or other Person dealing with an officer or another agent or attorney-in-fact for the Board of Managers will be required to ascertain whether the officer or such representative of the Board of Managers is an authorized agent acting in accordance with this Agreement, but such financial institution or such other Person will be protected in relying solely upon the deed, transfer or assurances or on the execution of such instrument or instruments by the officer, a Manager or any authorized agent thereof.

Section 5.16. Rights and Obligations of Members. Except as expressly set forth in this Agreement or mandated by the Act, no Member shall have any liability to the Company in excess of such Member's Capital Contributions, and no Member shall have any liability to any other Member for the return or repayment of the Capital Contributions of such other Member or for the repayment of any loan by such other Member to the Company. No Member shall be required to pay to the Company or any other Member any deficit in such other Member's Capital Account (upon dissolution or otherwise). A Member will not be personally liable for any debts

or losses of the Company beyond the Member's obligation under Article III to make Capital Contributions or as otherwise required by the Act.

Section 5.17. Indemnity of the Managers, Officers, Employees, and **Other Agents.**

(a) The Company shall indemnify, to the fullest extent now or hereafter permitted by law, each Manager and Observer (including each former Manager and Observer) of the Company who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was an authorized representative of the Company, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties) and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action or proceeding.

(b) The Company shall pay all expenses (including attorneys' fees and disbursements) incurred by a Manager or Observer (including a former Manager or Observer) referred to in Section 5.17(a) hereof in defending or appearing as a witness in any action or proceeding described in Section 5.17(a) hereof in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such Person to repay all amounts advanced if it is ultimately determined that he or she is not entitled to be indemnified by the Company as provided in Section 5.17(d) hereof.

(c) The Company shall, unless otherwise determined by mutual agreement of NBC and WWFE, indemnify to the fullest extent now or hereafter permitted by law, any Person who was or is made a party to or a witness in or is threatened to be made a party to or a witness in, or was or is otherwise involved in, any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was an authorized representative of the Company, both as to action in such Person's official capacity and as to action in another capacity at the Company's request while holding such office or position, against all expenses (including attorneys' fees and disbursements), judgments, fines (including excise taxes and penalties), and amounts paid in settlement actually and reasonably incurred by such Person in connection with such action or proceeding. The Company shall, unless otherwise determined by mutual agreement of NBC and WWFE, pay expenses incurred by any such Person by reason of his or her participation in an action or proceeding referred to in this Section 5.17(c) in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company as provided in Section 5.17(d) hereof.

(d) Indemnification under this Section shall not be made by the Company in any case where a court determines that the alleged act or failure to act giving rise to the claim for indemnification (i) is expressly prohibited by the Act or any successor statute as in effect at the time of such alleged action or failure to take action, (ii) constitutes willful misconduct, bad faith, gross negligence or reckless disregard of a Person's duties or (iii) is

outside the scope of such Person's duties performed in his or her official capacity or in another capacity at the Company's request.

(e) The Company may purchase and maintain insurance on behalf of any Person who is or was a Manager or an Observer, or is or was an authorized representative of the Company, against any liability asserted against or incurred by such Person in any such capacity, or arising out of the status of such Person as such, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Section.

(f) Each Manager and Observer shall be deemed to act in such capacity in reliance upon such rights of indemnification and advancement of expenses as are provided in this Section. The rights of indemnification and advancement of expenses provided by this Section shall not be deemed exclusive of any other rights to which any Person seeking indemnification or advancement of expenses may be entitled under any agreement, statute or otherwise, both as to action in such Person's official capacity and as to action in another capacity at the Company's request while holding such office or position, and shall continue as to a Person who has ceased to be an authorized representative of the Company and shall inure to the benefit of the heirs and personal representatives of such Person. Indemnification and advancement of expenses under this Article shall be provided whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the Company. Any repeal or modification of this Article shall not adversely affect any right or protection existing at the time of such repeal or modification to which any Person may be entitled under this Section.

(g) For purposes of this Section, references to "the Company" shall include all constituent limited liability companies, corporations or other entities absorbed in a consolidation, merger or division, as well as the surviving or new limited liability companies, corporations or other entities surviving or resulting therefrom, so that (i) any Person who is or was an authorized representative of a constituent, surviving or new limited liability company, corporation or other entity shall stand in the same position under the provisions of this Section with respect to the surviving or new limited liability company, corporation or other entity as such Person would if he or she had served the surviving or new limited liability company, corporation or other entity in the same capacity and (ii) any Person who is or was an authorized representative of the Company shall stand in the same position under the provisions of this Section with respect to the surviving or new limited liability company, corporation or other entity as such Person would with respect to the Company if its separate existence had continued.

(h) For the purposes of this Section, the term "authorized representative" shall mean a Manager, Observer, officer, employee or agent of the Company or of any subsidiary of the Company, or a trustee, custodian, administrator, committeeman or fiduciary of any employee benefit plan established and maintained by the Company or by any subsidiary of the Company, or a Person serving another corporation, partnership, joint venture, trust or other enterprise in any of the foregoing capacities at the request of the Company.

(i) No Member shall have any obligation to indemnify any other Member, Manager, Observer, officer, employee, agent or other authorized representative of the Company under any circumstances.

(j) No Member, Manager, Observer, officer, Company employee or Affiliate of any of the foregoing or their respective agents and/or the legal representatives of any of them shall be liable to any Member, the Company or any other Person for mistakes of judgment or for action or inaction which such Member, Manager, Observer, officer, Company employee, Affiliate, agent or legal representative reasonably believed to be in or not opposed to the best interests of the Company unless such action or inaction constitutes willful misconduct, bad faith, gross negligence or reckless disregard of, or is outside the scope of, his or its duties and, with respect to any criminal action, such party reasonably believes his conduct was lawful. Each Member, Observer and Manager may (on its own behalf or on the behalf of any representative, any Affiliates of such Member or their respective agents and/or legal representatives of any of them) consult with counsel, accountants and other experts in respect of the Company's affairs and such Person shall be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel, accountants or other experts. Notwithstanding any of the foregoing to the contrary, the provisions of this Section shall not be construed so as to relieve (or attempt to relieve) (i) any Person of any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section to the fullest extent permitted by law or (ii) any Member of any liability for the breach of any contract related to the Business, including, without limitation, this Agreement.

Section 5.18. Member Protective Provisions. Notwithstanding any other provision of this Agreement to the contrary, at any time when either of WWFE or NBC (together with their respective Affiliates) (a) has less than three
(3) Managers designated by it to the Board of Managers and (b) has a Percentage Interest greater than fifteen percent (15%), the Company shall not take any of the following actions without the prior written approval of such Member:

(a) Issue any additional membership Interest, or any right to acquire any membership Interest, in the Company to any Person (except in accordance with Section 3.2 of this Agreement);

(b) Incur or guarantee any obligation or liability (fixed or contingent) for borrowed money such that the Company has, individually or in the aggregate, in excess of $1,000,100 of indebtedness and amounts guaranteed outstanding at any time;

(c) Transfer or acquire assets that, individually or in the aggregate, have a book value in excess of $1,000,100;

(d) Merge or consolidate with any other Person or engage in any recapitalization, reclassification, reorganization or any other extraordinary corporate transaction;

(e) Pledge, mortgage, grant a security interest in or permit the placing of a lien or encumbrance on all or any part of the assets of the Company other than in the ordinary course of the Company's business;

(f) Enter into or modify the terms of any agreement, or engage in any transaction or enter into any arrangement, understanding or commitment, with any Member or any Affiliate of any Member;

(g) Settle any litigation or other proceeding in which the amount involved exceeds $2,000,000;

(h) Confess a judgment against the Company in connection with any threatened or pending legal action, execute or deliver any assignment for the benefit of creditors of the Company, authorize the filing of a bankruptcy petition, consent to the filing of an involuntary bankruptcy petition, consent to the appointment of a trustee, receiver or liquidator of all or substantially all of the Company's assets or, except as expressly permitted pursuant to Section 8.4(c), voluntarily liquidate the Company; and

(i) Make any decision which affects the calculation of Capital Accounts, Depreciation or Gross Asset Value or make or not make any election for federal, state, local or non-U.S. tax matters.

Section 5.19. Subsequent Business Plan. At least forty five (45) days prior to the end of each Fiscal Year beginning with the Fiscal Year ending April 30, 2002, the President shall present to the Board of Managers for its approval an annual operating budget and capital budget for the Company for the next Fiscal Year (each, a "Subsequent Business Plan"). Each Subsequent Business Plan shall be in substantially the form of the Initial Business Plan and shall contain, among other things, a quarterly schedule of Additional Capital Contributions that the Company expects to need during the next Fiscal Year (any Additional Capital Contributions contained in the Initial Business Plan and each Subsequent Business Plan being hereinafter referred to as the "Scheduled Contributions"). Notwithstanding any other provision of this Agreement to the contrary, all Scheduled Contributions, and any modification of the Initial Business Plan or any Subsequent Business Plan so as to increase by more than 5%
(whether by a single modification or a series of modifications with such effect)
the total amount of any Scheduled Contributions with respect to any fiscal quarter of the Company, must be approved by each of WWFE and NBC; provided, however, that if either WWFE or NBC fails to approve any of the foregoing matters in the immediately preceding sentence and the Board of Managers determines, in the exercise of its reasonable judgment, that the Company requires additional funds in excess of the Members' Capital Contributions and any Scheduled Contributions that have been approved by WWFE and NBC, then WWFE and/or NBC may agree to lend the Company up to a combined aggregate of $5 million (but subject to the limitation that such $5 million amount shall be the maximum outstanding balance of all such loans made by WWFE and/or NBC pursuant to this Section 5.19 at any given time) on terms that, taken as a whole, are at least as favorable to the Company as the terms that could then have been obtained in an arm's length negotiation from a party that is not a Member or an Affiliate of a Member. If both NBC and WWFE desire to make such loans to the Company but are unable to agree on the amount that each such Member will lend to the Company, such loans shall be made in proportion to their then respective Percentage Interests (which, for purposes of this Section 5.19, shall be deemed to include the Percentage Interests of their respective Affiliates).

ARTICLE VI

DISTRIBUTIONS; ALLOCATIONS OF PROFITS AND LOSSES FOR FEDERAL INCOME TAX PURPOSES

Section 6.1. Distributions.

(a) General. Except as otherwise provided herein, the Board of Managers, acting in good faith and in furtherance of the purpose of the Company, shall have sole discretion as to the amounts and timing of distributions to Members and distributions to Members shall be in proportion to the Members' Percentage Interests.

(b) Tax Distributions. The Board of Managers shall use its best efforts to estimate the Estimated Tax Amount for each fiscal quarter of the Company prior to the close of such fiscal quarter, and shall make distributions to each Member in an amount equal to the Estimated Tax Amount for that period not later than the thirtieth (30th) day following the close of the fiscal quarter. The Board of Managers shall, subject to any applicable covenants and restrictions contained in the Company's loan agreements and other agreements or obligations to which the Company or its properties are subject, use its best efforts to ensure that the Estimated Tax Amount shall be distributed to each Member. At the close of the Fiscal Year, the Board of Managers shall make proper adjustments as may be necessary to the amounts of such distributions to reconcile the final Estimated Tax Amount as of the close of the Fiscal Year with the projected Estimated Tax Amount previously distributed to each Member with respect to such Fiscal Year.

(c) Property Distributions. Except as otherwise provided in the Broadcast Agreement, the Board of Managers may not distribute to the Members any property of the Company (other than cash) without the prior approval of the Members. Any property so distributed to the Members shall be distributed to the Members in accordance with their respective Percentage Interests; provided, however, that so long as WWFE is a Member, the XFL logo, all related Trademarks and Trademark applications, the XFL URL and all other intellectual property rights related to the XFL (the "XFL Property Rights") shall not be distributed in kind to any Member until the dissolution of the Company pursuant to Article IX, and then shall be distributed only to WWFE upon such dissolution provided that WWFE (i) has a Percentage Interest of at least ten percent (10%) immediately prior to such dissolution and (ii) pays to the Company the fair market value of the XFL Property Rights as determined by an appraiser selected by the Liquidator.

(d) Priority Distributions. No later than the 30th day after the end of each Fiscal Year, the Board of Managers shall use its best efforts to ensure that a distribution is made to the Class C Membership Unit holder of record in an amount equal to the excess of (i) the cumulative Priority Return from the inception of the Company to the end of such Fiscal Year, over (ii) the sum of all prior distributions made to the Class C Membership Unit holder of record. Accrual and payment of the Priority Return in any Fiscal Year is contingent upon the Company recognizing a net Profit (determined without regard to clause (vii) of the definition of Profit) in the Fiscal Year to which such Priority Return relates.

Section 6.2. Allocations.

(a) Profits and Losses. After giving effect to the special allocations set forth in Section 6.2(b), Profits and Losses for any Fiscal Year shall be allocated to the Members in proportion to their Percentage Interests.

(b) Special Allocations.

The following special allocations shall be made in the following order:

(i) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(f) of the Regulations, notwithstanding any other provisions of this Section 6.2, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section 6.2(b)(i) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(ii) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, notwithstanding any other provision of this Section 6.2, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704- 2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 6.2(b)(ii) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Company income and gain shall be specially

allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible, provided that an allocation pursuant to this Section 6.2(b)(iii) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 6.2 have been tentatively made as if this Section 6.2(b)(iii) were not in the Agreement.

(iv) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 6.2(b)(iv) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Section 6.2 have been made as if Section 6.2(b)(iii) and this Section 6.2(b)(iv) were not in the Agreement.

(v) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Members in proportion to their respective Percentage Interests.

(vi) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vii) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset, pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations
Section 1.704-1(b)(2)(iv)(m)(2) or 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of such Member's Interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Interests in the Company in the event Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(viii) Priority Return. The Class C Membership Unit shall be allocated items of income in an amount equal to the Priority Return accrued during the Fiscal Year.

(ix) Certain Correlative Adjustments. In the event that the taxable income of a Member in respect of a transaction between a Member and the Company is increased by any taxing authority (pursuant to Section 482 of the Code or otherwise), an amount of the correlative deduction equal to the amount of such increase shall be specially allocated to such Member.

(c) Other Allocation Rules.

(i) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Regulations thereunder.

(ii) The Members are aware of the income tax consequences of the allocations made by this Section 6.2 and hereby agree to be bound by the provisions of this Section 6.2 in reporting their shares of Company income and loss for income tax purposes.

(d) Tax Allocations.

(i) Section 704(b) Allocations.

(A) Each item of income, gain, loss, deduction or credit for federal income tax purposes which corresponds to an item of income, gain, loss or expense that is either taken into account in computing Profits or Losses or specially allocated pursuant to Section 6.2(b) (a "Book Item") shall be allocated among the Members in the same proportions as the corresponding Book Item is allocated among them pursuant to Section 6.2(a) or 6.2(b).

(B) If the Company recognizes Depreciation Recapture (as defined below) in respect of the sale of any Company asset:

(i) the portion of the gain on such sale which is allocated to a Member pursuant to Sections 6.2(a) or 6.2(b) shall be treated as consisting of a portion of the Company's Depreciation Recapture on the sale and a portion of the balance of the Company's gain on such sale under principles consistent with Regulations Section 1.1245-1; and

(ii) if, for federal income tax purposes, the Company recognizes both "unrecaptured 1250 gain" (as defined in Section 1(h) of the Code) and gain treated as ordinary income under Section 1250(a) of the Code in respect of such sale the amount treated as Depreciation Recapture under Section 6.2(d)(i)(B)(i) shall be comprised of a proportionate share of both such types of gain.

(iii) For purposes of Section 6.2(d)(i)(B) "Depreciation Recapture" means the portion of any gain from the disposition of an asset of the Company which, for federal income tax purposes, (A) is treated as ordinary income under Section 1245 of the Code, (B) is treated as ordinary income under Section 1250 of the Code, or (C) is "unrecaptured 1250 gain" as such term is defined in Section 1(h) of the Code.

(ii) Section 704(c) Allocations. In the event any property of the Company is credited to the Capital Account of a Member at a value other than its tax basis (whether as a result of a contribution of such property or a revaluation of such property pursuant to clause (ii) of the definition of Gross Asset Value), then allocations of taxable income, gain, loss and deductions with respect to such property shall be made in a manner which will comply with Section 704(c) of the Code and the Regulations thereunder. The Company, with the consent of all Members, may make "curative" or "remedial" allocations (within the meaning of the Regulations under Section 704(c) of the Code) including, but not limited to:

(A) "curative" allocations which offset the effect of the "ceiling rule" for a prior Fiscal Year (within the meaning of Regulations Section 1.704-3(c)(3)(ii)); and

(B) "curative" allocations from dispositions of contributed property (within the meaning of Regulations Section 1.704-3(c)(3)(iii)(B)).

(iii) Other Provisions. The tax allocations made pursuant to this Section 6.2(d) shall be solely for tax purposes and shall not affect any Member's Capital Account or share of non-tax allocations or distributions under this Agreement.

(e) Tax Elections. Upon the request of a transferee of Shares or a distributee of a Company distribution, the Company shall make the election provided for in Section 754 of the Code.

Section 6.3. Curative Allocations. The allocations set forth in Sections 6.2(b)(i), 6.2(b)(ii), 6.2(b)(iii), 6.2(b)(iv), 6.2(b)(v), 6.2(b)(vi), 6.2(b)(vii) and 6.4 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 6.3. Therefore, notwithstanding any other provision of this Article 6 (other than the Regulatory Allocations), the Members jointly shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner that the Members determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Sections 6.2(a), 6.2(b)(viii) and 6.2(b)(ix).

Section 6.4. Loss Limitation. Losses allocated pursuant to Section 6.2(a) hereof shall not exceed the maximum amount of Losses that can be allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any Fiscal Year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 6.2(a) hereof, the limitation set forth in this
Section 6.4 shall be applied on a Member-by-Member basis and Losses not allocable to any Member as a result of such limitation shall be allocated to the other Members in accordance with the positive balances in such Members' Capital Accounts so as to allocate the maximum permissible Losses to each Member under
Section 1.704-1(b)(2)(ii)(d) of the Regulations.

ARTICLE VII

ACCOUNTING

Section 7.1. Books and Records.

(a) The Board of Managers, or its designee, shall keep books of account in which will be entered fully and accurately every transaction of the Company. The books of account shall be kept on the accrual method of accounting and in accordance with GAAP.

(b) Such books of account, together with all correspondence, papers and other documents, shall be kept at such offices of the Company as the Board of Managers shall designate and shall, upon reasonable notice to the Board of Managers, be open to the examination of any Member, Manager or its authorized representatives who will be permitted to make copies of all or any part thereof at such Member's or Manager's cost.

(c) If the Federal income tax return of any Member is audited, investigated, reviewed, or questioned by the Service, the Tax Matters Member shall provide all books, records and other necessary financial information regarding the Company which is in its possession, or can be obtained by the Tax Matters Member, to such Member.

Section 7.2. Fiscal Year. To the extent permitted by Code Section 706 and the Regulations promulgated thereunder, the Fiscal Year and the tax year of the Company shall begin upon the commencement of the existence of the Company and shall expire on April 30 thereafter.

Section 7.3. Reports.

(a) The Board of Managers shall have prepared at Company expense, documents containing: (i) Internal Revenue Service Form K-1 or similar form as may be required by the Service stating the Member's allocation of income, gain, loss or credit for the fiscal year annually ("Tax Statements") (if and so long as the Company is taxed under Subchapter K of the Code); (ii) monthly management reports (to consist of an unaudited profit and loss statement, an unaudited statement of cash flows and an unaudited condensed balance sheet as of and for the month and year-to-date period then ended) ("Monthly Management Reports"); and (iii) financial statements (balance sheet, statement of profits or losses, Members' equity, and changes in financial position) on a quarterly and annual basis, which shall be

prepared in accordance with GAAP and shall present fairly the financial condition and results of operations of the Company as of the end of and for the period covered thereby ("Financial Statements"). The quarterly Financial Statements shall present the quarterly and year-to-date results of operations of the Company, contain a comparative analysis to the same periods in the prior Fiscal Year and be certified by the Chief Financial Officer of the Company. The annual Financial Statements shall be both unaudited and certified by the Chief Financial Officer of the Company, as well as audited and certified by the Company's independent public accountants. Tax Statements shall be distributed within ninety (90) days after the close of each Fiscal Year. Monthly Management Reports shall be distributed within twenty one (21) days after each calendar month. The Financial Statements with respect to the first three fiscal quarters of the Company shall be distributed within forty-five (45) days after the close of each such fiscal quarter and the Financial Statements with respect to the fourth fiscal quarter of the Company and the full Fiscal Year shall be distributed within ninety (90) days after the close of each Fiscal Year.

(b) The Board of Managers, at Company expense, shall cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies, all reports required to be filed with such entities under then-current applicable laws, rules and regulations. Such reports shall be prepared on the accounting or reporting basis required by such regulatory bodies. Any Member shall be provided with a copy of any such report upon request and without expense to such Member. The Board of Managers shall cause all income tax information returns for the Company to be prepared and, following review and approval by NBC, timely filed with the appropriate authorities. The Board of Managers hereby designates Deloitte & Touche LLP as the independent public accountants for the Company; such independent public accountants may not be discharged or otherwise replaced without the approval of the Board of Managers.

(c) The Tax Matters Member shall give notice to all Members of any audit or review of the Company by the Service and shall make such additional reports to all the Members as are reasonably necessary to keep them informed of the status of any such review or audit and any negotiations, proposed settlements or litigation related thereto and shall inform the Members of the manner in which they may opt out of any proposed settlements.

ARTICLE VIII

SALE, TRANSFER, AND ADMISSION

Section 8.1. General.

(a) WWFE Holding Period. Except as expressly permitted in this Agreement, WWFE shall not Transfer all or any portion of the Shares held by it prior to the earlier to occur of (i) June 1, 2005 or (ii) the termination of the Broadcast Agreement and NBC Parent's obligations thereunder.

(b) NBC Holding Period. Except as expressly permitted in this Agreement, NBC shall not Transfer all or any portion of the Shares held by it prior to the earlier

to occur of (i) December 31, 2002 or (ii) the termination of the Broadcast Agreement and NBC Parent's obligations thereunder.

Section 8.2. Transfers to Affiliates. Notwithstanding Section 8.1 of this Agreement, any Member may, at any time, Transfer all (but not less than all) of the Shares held by it to an Affiliate of such Member; provided that any such transferee shall automatically be bound by the terms of this Agreement and shall be required as a condition precedent to the consummation of such Transfer to join in and execute and deliver a copy of this Agreement to the Members as a party to this Agreement. No Transfer of Shares shall relieve the transferring Member of any duty, responsibility or obligation hereunder. Notwithstanding the foregoing, any Transfer pursuant to this Section 8.2 which, alone or together with previous Transfers, causes a termination of the Company pursuant to Section 708 of the Code shall require the prior written consent of the Members.

Section 8.3. Right of First Refusal. If a Member (the "Offering Member") desires to Transfer (other than to an Affiliate pursuant to Section 8.2 or in a public offering registered under the Securities Act) all or any portion of the Shares held by it (the "Offered Interest"), and such Transfer is otherwise permitted by the terms of this Agreement, the Offering Member shall first deliver a written notice (the "Transfer Notice") to the Company and the other Members (such other Members, the "Offered Members") indicating that the Offering Member desires to Transfer such Shares. Each Offered Member shall have until the later of (i) thirty (30) Business Days from the date the Offer Notice is given and (ii) five (5) Business Days after the Fair Market Value of the Offered Interest is determined pursuant to Section 8.5 (such period, the "Offer Period") in which to notify the Offering Member in writing whether it elects to purchase all (but not less than all) of its pro rata share (based on the percentage such Offered Member's Shares bear to the aggregate number of Shares held by all Members other than the Offering Member) of the Offered Interest for an aggregate cash purchase price equal to the Fair Market Value of its pro rata share of the Offered Interest. If the Offered Members elect to purchase all of the Offered Interest in accordance with this Section 8.3, the closing of such purchase and sale shall occur within ten (10) Business Days after the end of the Offer Period at such place as the Offering Member and the Offered Members may agree. After completion of the procedures described in this Section 8.3, if the Offered Members elect not to purchase all of the Offered Interest within the Offer Period, the Offering Member may, during the sixty (60) Business Day period following the end of the Offer Period, Transfer to any Person (the "Transferee") all (but not less than all) of the Offered Interest at a price not less than the Fair Market Value of the Offered Interest so Transferred. As a condition to such Transfer, the Transferee shall agree in writing to be bound by this Agreement to the same extent as the Offering Member was bound. If the proposed Transfer is not completed within the sixty (60) Business Day period described above, the Offered Interest shall again be subject to this Section 8.3.

Section 8.4. Put/Call on Termination of Broadcast Agreement.

(a) WWFE Call Option. At any time following the termination of the Broadcast Agreement, WWFE or an Affiliate thereof may, but shall not be required to (except as required by Section 8.4(b)), purchase all
(but not less than all) of the Shares then owned by NBC (the "WWFE Call Option")
for an aggregate cash purchase price equal to the Fair Market Value of the Shares then owned by NBC. If WWFE elects to exercise the WWFE Call Option, it shall

so notify NBC in writing of such election (the "Call Exercise Notice"), whereupon NBC shall be obligated to sell the Shares then owned by it to WWFE. The closing of the purchase and sale pursuant to this Section 8.4(a) (the "Call Closing") shall occur on the later of (i) the thirtieth (30th) Business Day after receipt by NBC of the Call Exercise Notice and (ii) the fifth (5th) Business Day after the Fair Market Value of the Shares owned by NBC is determined pursuant to Section 8.5, at such place as WWFE and NBC may agree. At the Call Closing, NBC shall assign the Shares then owned by it to WWFE and WWFE shall pay the purchase price for such Shares in cash or other immediately available funds.

(b) NBC Put Right. At any time following the termination of the Broadcast Agreement, NBC may, upon written notice to WWFE (the "NBC Put Notice"), cause WWFE or an Affiliate thereof to purchase the Shares then owned by NBC (the "NBC Put Right") for an aggregate cash purchase price equal to the Fair Market Value of the Shares then owned by NBC. The closing of the purchase and sale pursuant to this Section 8.4(b) (the "Put Closing") shall occur on the later of (i) the thirtieth (30th) Business Day after receipt by WWFE of the NBC Put Notice and (ii) the fifth (5th) Business Day after the Fair Market Value of the Shares owned by NBC is determined pursuant to Section 8.5, at such place as NBC and WWFE may agree. At the Put Closing, NBC shall assign the Shares then owned by it to WWFE and WWFE shall pay the purchase price for such Shares in cash or other immediately available funds.

(c) NBC Put Right as a Voluntary Liquidation. Notwithstanding Section 8.4(b), WWFE shall have the right (exercisable by written notice to NBC within thirty (30) Business Days after receipt by WWFE of the NBC Put Notice) to reject the exercise by NBC of the NBC Put Right (the "Put Rejection"). Upon a Put Rejection, (i) WWFE shall have no obligation to purchase the Shares owned by NBC pursuant to Section 8.4(b), and the Company shall as promptly as practicable thereafter be dissolved in accordance with the provisions of Article 9 of this Agreement and the Act and (ii) for a period of three years after such dissolution, neither WWFE nor any of its Affiliates shall, directly or indirectly, own, operate, support (financially or otherwise) or broadcast (via network, cable or otherwise) any teams, games or other events of a professional football league, or own, operate or in any way participate in any professional football league, provided, however that, nothing in this Section shall prohibit WWFE (or any of its Affiliates) from owning, operating, supporting or broadcasting any NFL team, game or other event.

Section 8.5. Fair Market Value. The Fair Market Value of any Shares to be Transferred pursuant to Section 8.3, Section 8.4, Section 14.2 or Section 14.3 shall be determined in accordance with the procedures set forth in this Section
8.5. If NBC and WWFE do not agree on the Fair Market Value of any such Shares within a period of ten (10) Business Days following receipt of the Transfer Notice, the Call Exercise Notice, the NBC Put Notice, the NBC IPO Put Notice or the WWFE IPO Call Notice, as the case may be (the "Valuation Date"), the Fair Market Value shall be determined by an appraiser mutually agreed upon by NBC and WWFE. If an appraiser is not agreed upon within ten (10) Business Days following the Valuation Date, each of NBC and WWFE shall select one appraiser who together shall select a single appraiser who shall solely determine the Fair Market Value of such Shares. The appraiser who shall determine the Fair Market Value of the Shares shall do so within thirty (30) Business Days after the Valuation Date, and the determination of such appraiser shall be final and binding

upon the Members. In making its determination, the appraiser shall take into consideration the following factors: the terms and conditions of any bona fide third-party offer for the Shares; whether there are currently broadcast arrangements in place with respect to XFL games and other events, or the likelihood that such arrangements will be made, and the terms thereof; other sources of revenue for the Business, whether or not then in existence. Notwithstanding the foregoing, if a bona fide third-party (i.e., other than from an Affiliate of any Member) offer for the Shares to be Transferred has been made in writing, then the Fair Market Value of such Shares shall not be less than the offer price therefor. All appraisers shall be investment banking firms of national standing with experience in valuing sports franchises. The costs of the appraisers shall be split equally between the Members.

Section 8.6. Additional Members. Additional Persons may be admitted to the Company as Members and membership Interests may be created and issued to those Persons upon the unanimous approval of the Members. A Person who becomes a new Member shall execute and deliver a joinder to this Agreement pursuant to which that Person agrees to be bound by all of the provisions of this Agreement applicable to Members.

Section 8.7. Preemptive Rights.

(a) Each Member shall have a preemptive right in proportion to its Percentage Interest to subscribe for or to purchase (i) any shares of any class of equity interest whatsoever which the Company may hereafter issue or sell or (ii) any obligations or securities which the Company may hereafter issue or sell convertible into or exchangeable for any equity interest in the Company of any class or (iii) any warrants, options or other rights which the Company may hereafter issue or sell that confer upon the holder or owner thereof the right to subscribe for or purchase from the Company any of its equity interest of any class or such convertible or exchangeable securities ((i), (ii) and (iii) collectively, "New Securities"). Such preemptive right may be exercised in full or in part at the Member's option and shall exist regardless of the character of the consideration proposed to be received for the interests to be issued or sold by the Company.

(b) In the event that the Company proposes to undertake an issuance of New Securities, the Company shall give the Members written notice of its intention, describing the type of New Securities and the price and general terms upon which the Company proposes to issue such New Securities. Each Member shall have twenty (20) days from the date any such notice is given to agree to purchase all or any part of its pro rata share of such New Securities for the price and upon the general terms specified in the notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased. In the event that any Member fails to exercise in full its preemptive right within such twenty (20) day period, the Company shall have sixty (60) days thereafter to sell the New Securities with respect to which preemptive rights were not exercised at a price and upon general terms no more favorable to the purchaser(s) thereof than specified in the Company's notice to the Members. In the event the Company has not sold such New Securities within such sixty (60) day period, the Company shall not thereafter issue or sell such New Securities without first offering such New Securities to the Members in the manner provided above.

(c) "New Securities" shall not include Shares or other equity interests or securities of the Company (i) issuable upon conversion of Shares (or other equity interests or securities) or pursuant to any options, warrants, rights or agreements, provided that the preemptive rights established by this
Section 8.7 shall apply with respect to the initial issuance, sale, grant or entering into by the Company of such Shares (or other equity interests or securities), options, warrants, rights or agreements, (ii) offered to the public generally pursuant to an effective registration statement under the Securities Act, (iii) issued pursuant to the acquisition by the Company of all or any part of another Person, whether by merger, purchase of shares, purchase of assets or other transaction, (iv) issued pursuant to any employee benefit plan approved in accordance with this Agreement, (v) issued in connection with any recapitalization, reclassification, reorganization or similar transaction or
(vi) issued pursuant to Section 3.2 of this Agreement.

ARTICLE IX

TERM AND DISSOLUTION

Section 9.1. Term. The term of the Company commenced on the date of

filing of the Certificate with the Secretary of State of the State of Delaware and shall continue with perpetual existence until dissolved as provided herein.

Section 9.2. Dissolution. In addition to those events listed in Section 18-801 of the Act, the Company will be dissolved upon the occurrence of any of the following:

(a) Agreement of all Members;

(b) Pursuant to Section 8.4(c); or

(c) An order of a court of competent jurisdiction ordering the dissolution of the Company.

The death, retirement, resignation, bankruptcy or dissolution of any Member shall not constitute an event of dissolution of the Company unless required by the Act.

Section 9.3. Liquidation and Termination. On dissolution of the Company, NBC and WWFE shall appoint a Liquidator. The Liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the Liquidator shall continue to operate the Company properties with all of the power and authority of the Board of Managers. The steps to be accomplished by the Liquidator are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the Liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Liquidator may reasonably determine); and

(c) all remaining assets of the Company shall be distributed to the Members as follows:

(i) the Liquidator may sell any or all Company property, including to Members; and

(ii) Company cash and property shall be distributed first to redeem the Class C Membership Unit in an amount equal to $12.50 plus any accrued and unpaid Priority Return (but only to the extent that the amount of such accrued and unpaid Priority Return does not exceed the amount of the Company's net Profit (determined without regard to clause (vii) of the definition of Profit) in the Fiscal Year in which the distribution occurs) and then among the Members in proportion to their respective Percentage Interests. Such distributions shall be made by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation).

All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination and those costs, expenses, and liabilities shall be allocated to the distributee pursuant to this Section 9.3.

Section 9.4. Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money or other property pursuant to this Agreement, upon dissolution of the Company such deficit shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

ARTICLE X

CONVERSION OF
CLASS B MEMBERSHIP UNITS

Section 10.1. Optional Conversion. (a) Subject to and in compliance with the provisions of this Section 10.1, all (but not less than all) outstanding Class B Membership Units may, at the option of the holder thereof, be converted into a like number of Class A Membership Units upon 365 days' prior written notice to the Board of Managers given at any time after the second anniversary of the date of this Agreement (the "Conversion Notice"). The Conversion

Notice shall set forth the effective date of the conversion of the Class B Membership Units into Class A Membership Units. The Conversion Notice may be withdrawn by the holder of Class B Membership Units by written notice to the Board of Managers at any time prior to the Conversion Date without prejudice to the rights of such holder under this Article 10 or otherwise. Notwithstanding the foregoing, if the audited or unaudited annual Financial Statements provided pursuant to Section 7.3(a) with respect to any Fiscal Year ending on or after April 30, 2002 reflect annual or cumulative operating results that are 5% or more below the annual or cumulative operating results projected in the Initial Business Plan or the Subsequent Business Plan for such period, as the case may be, then, for a period of thirty (30) calendar days following the receipt by the holder of the Class B Membership Units of such Financial Statements, such holder may convert all (but not less than all) of the Class B Membership Units held by it into a like number of Class A Membership Units, effective immediately upon delivery at any time during such thirty (30) calendar day period of written notice of such conversion to the Board of Managers (the "Performance Based Conversion Notice"). In addition, notwithstanding the foregoing, in the event the Company undertakes an IPO, the holder of the Class B Membership Units may convert all (but not less than all) of the Class B Membership Units held by it into a like number of Class A Membership Units by delivering written notice of such conversion to the Board of Managers at any time prior to the date of the closing of the IPO, and such conversion shall be effective on the date of, and shall be expressly conditioned upon, the closing of the IPO.

(b) Reorganization, Recapitalization or Reclassification. If the Class A Membership Units shall be changed into the same or a different number of shares of any class or classes of equity of the Company, whether by reorganization, recapitalization, reclassification or otherwise, then and in each such event each holder of Class B Membership Units shall have the right thereafter to convert such units into the kind and amount of shares of equity and other securities and property receivable upon such reorganization, recapitalization, reclassification or other change by holders of the number of Class A Membership Units into which such Class B Membership Units might have been converted immediately prior to such reorganization, recapitalization, reclassification or change.

(c) Conversion Date. The date set forth in the Conversion Notice as the effective date for the conversion of Class B Membership Units into Class A Membership Units, or the date of delivery of the Performance Based Conversion Notice, or the closing date of the IPO, as applicable, shall be the "Conversion Date." Such conversion shall be deemed to have been effected immediately prior to the close of business on the Conversion Date, and at such time the rights of such holder as a holder of Class B Membership Units shall cease and such Person shall be deemed to have become a holder of Class A Membership Units with all rights appurtenant thereto. No Class B Membership Units that have been converted shall be reissued without the prior approval of the Members.

(d) Reservation of Class A Membership Units. The Company hereby expressly reserves 200,000 of the authorized but unissued Class A Membership Units solely for the purpose of effecting the conversion of the Class B Membership Units outstanding on the date hereof. The Members agree to take all necessary action to cause the Company to at all times reserve and keep available out of the authorized but unissued Class A Membership Units, solely for the purpose of effecting the conversion of the Class B Membership Units, such number of its

Class A Membership Units as shall from time to time be sufficient to effect the conversion of all outstanding Class B Membership Units.

ARTICLE XI

REDEMPTION OF THE CLASS C MEMBERSHIP UNIT

NBC shall have the right, exercisable by written notice to the Board of Managers at any time on or after the Conversion Date (the "Redemption Notice"), to cause the Company to redeem the outstanding Class C Membership Unit at a price equal to $12.50 plus any accrued and unpaid Priority Return on the Class C Membership Unit. The Company shall, immediately following receipt of the Redemption Notice, redeem the Class C Membership Unit from the holder thereof. The Class C Membership Unit redeemed pursuant to this Article 11 shall be canceled and may not, under any circumstances, be reissued, sold or Transferred and the Company shall take such appropriate action as may be necessary to eliminate the authorized Class C Membership Unit.

ARTICLE XII

DISPUTE RESOLUTION

Section 12.1. Arbitration. Subject to the provisions of Section 12.2 below, all disputes arising out of, or in connection with, this Agreement or the commercial relationships between or among the parties that are created by this Agreement, including any disputes concerning the formation, validity, performance or termination of this Agreement or any of the rights or obligations created or transferred hereby, and including any disputes concerning the jurisdiction of the arbitral tribunal or the scope of arbitrable issues (collectively, "Disputes"), shall be finally resolved by arbitration pursuant to the UNCITRAL Arbitration Rules (the "Rules"). Any such arbitration shall be administered by the American Arbitration Association through its global headquarters in New York (the "AAA Global Headquarters"), and the AAA Global Headquarters shall act as the appointing authority under the Rules. The place of arbitration shall be New York, New York (without prejudice to the powers of the arbitral tribunal under Articles 16 (2) and (3) of the Rules). The law to be applied to the merits of any Dispute shall be the law of New York and, in the event a claim is asserted that is governed by federal law, the arbitral tribunal shall apply federal law as it would be applied to such a dispute by a United States District Court for the Southern District of New York.

All pleadings, proceedings and information exchanged or disclosed in the arbitration shall be treated as confidential and shall not be disclosed by the parties except (1) as necessary in connection with the prosecution or defense of the arbitration, (2) to protect or assert a right provided by law, or
(3) to comply with an obligation imposed by law. The arbitral tribunal shall have the power to implement and enforce this agreement concerning confidentiality by appropriate order.

Section 12.2. Submission to Member Management Prior to Arbitration. If a Dispute arises, the Member intending to commence arbitration concerning the Dispute shall,

prior to commencing the arbitration, submit to the other Members who will be made parties to the arbitration a letter (the "Notice Letter") setting forth the nature of the Dispute, including the claims proposed to be asserted in arbitration, the parties involved in the Dispute, and the nature and amount of the relief to be sought in arbitration if the Dispute cannot be resolved. The affected Members' executive management teams shall attempt in good faith to resolve the Dispute within 10 calendar days after receipt of the Notice Letter, including any disagreement concerning the number of arbitrators (one or three) to be appointed in the event the Dispute proceeds to arbitration, and including the selection of a sole arbitrator if a sole arbitrator is to be appointed. If the Dispute is not resolved within such period of 10 calendar days, then any Member who is a party to the Dispute may commence arbitration pursuant to the Rules and, absent an agreement within such 10 calendar days upon a sole arbitrator whom the parties shall jointly nominate, a three-member arbitral tribunal shall be formed in accordance with the Rules, and the Member commencing the arbitration shall nominate an arbitrator in the Notice of Arbitration (which shall include the Statement of Claim provided for in Article 18 of the Rules) at the time the arbitration is commenced.

Section 12.3. Consent to Jurisdiction. The parties hereby consent to the exclusive jurisdiction of the United States District Court for the Southern District of New York for the purposes of any judicial proceedings relating to an arbitrable Dispute, including any proceedings to enforce or to set aside an arbitral award.

ARTICLE XIII

CERTAIN PRE-CLOSING MATTERS

Section 13.1. General; Reimbursement of Expenses. The Members acknowledge that, prior to the date of this Agreement, each of NBC and WWFE (and their respective Affiliates) has incurred expenses, acquired property or entered into contracts in its individual capacity but for the benefit of the Company. As soon as practicable after the date hereof (but subject to the approval of NBC and WWFE as described below), the Company shall reimburse each of NBC and WWFE for the reasonable expenses incurred by each of them (and their respective Affiliates) in good faith and upon prior consultation with the other party for the benefit of the Company after April 1, 2000 but prior to the date of this Agreement. Each of NBC and WWFE shall submit to the other party an itemized list of the expenses for which it seeks reimbursement pursuant to this Section 13.1 and shall provide such additional information or explanation with respect thereto as the other party may reasonably request. The Company shall promptly reimburse the expenses incurred by each of NBC and WWFE (and their respective Affiliates) that NBC and WWFE reasonably determine were incurred in good faith by such party and upon prior consultation with the other party for the benefit of the Company during such period. The Company shall not reimburse either NBC or WWFE for the fees and expenses of its (and its Affiliates') counsel or other professional advisors or the costs incurred by such party (and its Affiliates) in the negotiation of this Agreement and the transactions related thereto.

Section 13.2. Purchase and Sale of Certain Assets.

(a) WWFE Parent does hereby sell, assign, transfer, set over and deliver unto the Company, and the Company does hereby purchase, pay for and accept from

WWFE Parent, the assets and properties set forth on Exhibit B to this Agreement (the "Purchased Assets"). The Company does hereby pay in immediately available funds to WWFE Parent the aggregate purchase price for the Purchased Assets set forth on Exhibit B. After the date hereof, WWFE Parent shall execute and deliver such other documents and instruments as may be reasonably necessary or appropriate to more fully vest title to the Purchased Assets in the Company.

(b) WWFE Parent represents and warrants to the Company the following:
WWFE Parent owns all of the Purchased Assets free and clear of any liens, pledges, security interests, restrictions, third-party rights, claims and encumbrances of any nature whatsoever. The intellectual property included in the Purchased Assets (the "Purchased Intellectual Property") is valid and subsisting. The use of the Purchased Intellectual Property does not infringe on the rights of any Person and, to the best knowledge of WWFE Parent, no Person is infringing on the Purchased Intellectual Property. There is no pending or, to the best knowledge of WWFE Parent, threatened claim challenging the ownership, validity, effectiveness or use by WWFE Parent of the Purchased Intellectual Property.

ARTICLE XIV

INITIAL PUBLIC OFFERING

Section 14.1. Initial Public Offering. NBC and WWFE may mutually agree at any time to undertake an initial public offering (the "IPO") of equity interests in the Company. In the IPO, NBC and WWFE shall have equal rights of participation. Without limiting the authority of NBC and WWFE to elect otherwise, NBC and WWFE may, subject to applicable tax and accounting considerations, agree to convert the Company into a corporation in order to facilitate the IPO. Prior to incorporation, the Company shall redeem the Class C Membership Unit at a price equal to $12.50 plus any accrued and unpaid Priority Return (but only to the extent that the amount of such accrued and unpaid Priority Return does not exceed the amount of the Company's net Profit (determined without regard to clause (vii) of the definition of Profit) in the Fiscal Year in which the redemption occurs). Upon incorporation, the total outstanding shares of common stock of the corporation shall be distributed among the Members in proportion to their respective Percentage Interests on the date of incorporation. Upon incorporation, each Member shall have the registration rights with respect to such shares of common stock as are set forth in the form of Registration Rights Agreement attached hereto as Exhibit C. The Members shall work diligently and shall cooperate in good faith to consummate any IPO that is undertaken by the Company as promptly as practicable.

Section 14.2. NBC's Right to Request IPO. If, at any time after the completion of the second full football season conducted by the Company, NBC shall notify WWFE in writing (the "NBC IPO Notice") of its good faith desire to undertake the IPO, and either (i) WWFE does not agree within ninety (90) calendar days following receipt of the NBC IPO Notice to cause the Company to effect the IPO or (ii) the IPO is not consummated by the first anniversary of the date of receipt of the NBC IPO Notice, then NBC may (subject to the remainder of this Section 14.2), upon written notice to WWFE (the "NBC IPO Put Notice"), cause WWFE or an Affiliate thereof to purchase all or any portion of the Shares then owned by NBC (the "NBC IPO Put Right") for an aggregate cash purchase price equal to the Fair Market

Value of such Shares. The closing of the purchase and sale pursuant to this Section 14.2 shall occur on the later of (i) the thirtieth (30th) Business Day after receipt by WWFE of the NBC IPO Put Notice and (ii) the fifth (5th) Business Day after the Fair Market Value of the Shares then owned by NBC is determined pursuant to Section 8.5, at such place as NBC and WWFE may agree. At the closing, NBC shall assign the Shares being sold to WWFE and WWFE shall pay the purchase price for such Shares in cash or other immediately available funds. Notwithstanding the foregoing, if an underwriter of national standing mutually acceptable to NBC and WWFE determines in good faith that market conditions are not favorable for the IPO within the one year period referred to in clause (ii) above, then such period shall automatically be extended until such time as such underwriter determines in good faith that market conditions have become favorable for the IPO. The NBC IPO Put Right shall be suspended and may not be exercised by NBC during any such extension of the one year period referred to above.

Section 14.3. WWFE's Right to Request IPO. If, at any time after the completion of the second full football season conducted by the Company, WWFE shall notify NBC in writing (the "WWFE IPO Notice") of its good faith desire to undertake the IPO, and NBC does not agree within ninety (90) calendar days following receipt of the WWFE IPO Notice to cause the Company to effect the IPO, then WWFE or an Affiliate thereof may, upon written notice to NBC (the "WWFE IPO Call Notice"), purchase all or any portion of the Shares then owned by NBC (the "WWFE IPO Call Option") for an aggregate cash purchase price equal to the Fair Market Value of such Shares. The closing of the purchase and sale pursuant to this Section 14.3 shall occur on the later of (i) the thirtieth (30th) Business Day after receipt by NBC of the WWFE IPO Call Notice and (ii) the fifth (5th) Business Day after the Fair Market Value of the Shares then owned by NBC is determined pursuant to Section 8.5, at such place as WWFE and NBC may agree. At the closing, NBC shall assign the Shares being purchased to WWFE and WWFE shall pay the purchase price for such Shares in cash or other immediately available funds.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1. eCommerce Activities; Merchandise Fulfillment. The Company shall use commercially reasonable efforts to utilize the services of ValueVision International, Inc. as the provider of (i) direct television sales and marketing of the Company's merchandise and (ii) fulfillment services for electronic commerce engaged in by the Company.

Section 15.2. Binding Effect and Benefit. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their successors and permitted assigns.

Section 15.3. Certificates, etc. At the expense of the Company, the Members shall promptly cause to be prepared and executed all legally required fictitious name, state qualification or other applications, registrations, publications, certificates and affidavits for filing with the proper governmental authorities, and shall arrange for the proper advertisement, publication and filing thereof for record where required by applicable law in any jurisdiction in which such is required.

Section 15.4. Members' Relationships Inter Se. Except as expressly provided herein, nothing herein contained will be construed to constitute any Member the agent of any other Member or in any manner to limit the Members in the carrying on of their own respective business or activities. Except as provided in 13.1 hereof, to the extent any Member has entered into agreements with respect to the Company and is not entitled to be reimbursed hereunder or under any other agreement among the parties hereto for expenses incurred in carrying out such agreements, such expenses shall be considered the sole obligation of the Member.

Section 15.5. Notices, Statements, etc. All notices, statements or other documents which are required or contemplated by this Agreement shall be in writing and delivered personally or sent by first class registered or certified mail (postage prepaid, return receipt requested), overnight courier service or telecopy to the address most recently provided to the Members or such other address or telecopy number as may be designated in writing by any party to the other parties hereto. Any notice or other communication so transmitted shall be deemed to have been given on the day of delivery, if delivered personally, on the business day following receipt of telecopy confirmation, if sent by telecopy, one business day after delivery to an overnight courier service or five days after mailing if sent by mail.

Section 15.6. Integration/Amendments. This Agreement, the Merchandising Agreement and the Broadcast Agreement represent the entire understanding of the parties and supersede and cancel any and all prior negotiations, undertakings and agreements among the parties with respect to their subject matter. This Agreement may be amended, and any provision hereof may be waived, at any time and from time to time with the prior consent of the Members.

Section 15.7. Interpretation. Whenever in this Agreement reference is made to "this Agreement" or to any provision "hereof", or words to similar effect, such reference shall be construed to refer to this Agreement. As used in this Agreement, any gender will include any other gender and the plural will include the singular and the singular will include the plural, each wherever appropriate. The titles of the articles and sections herein have been inserted for convenience of reference only and will not control or affect the meaning or construction of any term or provision hereof.

Section 15.8. Governing Law. This Agreement shall be interpreted and construed in accordance with the law of the State of Delaware, without regard to the conflict of laws provisions thereof.

Section 15.9. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

Section 15.10. Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 15.11. Guarantees.

(a) By WWFE Parent. WWFE Parent hereby absolutely, unconditionally and irrevocably guarantees the prompt payment and performance, in each case when due, of all obligations (monetary and non-monetary) of WWFE and/or any of its Affiliates under this Agreement. WWFE Parent agrees that this guarantee is continuing in nature and shall survive and continue in full force notwithstanding the dissolution or liquidation of, or the insolvency or bankruptcy of, merger or any other corporate change or other occurrence whatsoever affecting the obligations and liabilities of WWFE or any such Affiliate. WWFE Parent agrees that, with respect to the monetary obligations of WWFE or any such Affiliate under this Agreement, this Section 15.11(a) is a guarantee of performance and payment and not merely of collection, and that WWFE Parent will perform said obligations without offset of any kind and without first pursuing any rights or remedies that it may have against WWFE or any such Affiliate, regardless of the existence or adequacy of such rights or remedies. WWFE Parent agrees to reimburse the Company for all costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Company in connection with the enforcement of the Company's rights under this Section
15.11(a). WWFE Parent hereby unconditionally and irrevocably waives, to the extent permitted by applicable law, (i) notice of acceptance of the guarantee and any notice regarding the performance or non-performance of WWFE or any such Affiliate with respect to any of its obligations hereunder, (ii) presentment for payment, notice of non-payment or non-performance, demand, protest, notice of protest and notice of dishonor or default to anyone, (iii) defenses to pay or perform based upon any of the obligations of WWFE or any such Affiliate hereunder not being a valid and binding obligation of WWFE or any such Affiliate enforceable in accordance with its terms for any reason whatsoever, (iv) all other notices to which WWFE Parent may be entitled but which may legally be waived, (v) any defense or circumstance which might otherwise constitute a legal or equitable discharge of WWFE Parent and (vi) all rights under any state or federal statute dealing with or affecting the rights of creditors. WWFE Parent represents and warrants that WWFE is, and at all times during the term of this Agreement will be, a wholly-owned subsidiary of WWFE Parent.

(b) By NBC Parent. NBC Parent hereby absolutely, unconditionally and irrevocably guarantees the prompt payment and performance, in each case when due, of all obligations (monetary and non-monetary) of NBC and/or any of its Affiliates under this Agreement. NBC Parent agrees that this guarantee is continuing in nature and shall survive and continue in full force notwithstanding the dissolution or liquidation of, or the insolvency or bankruptcy of, merger or any other corporate change or other occurrence whatsoever affecting the obligations and liabilities of NBC or any such Affiliate. NBC Parent agrees that, with respect to the monetary obligations of NBC or any such Affiliate under this Agreement, this Section 15.11(b) is a guarantee of performance and payment and not merely of collection, and that NBC Parent will perform said obligations without offset of any kind and without first pursuing any rights or remedies that it may have against NBC or any such Affiliate, regardless of the existence or adequacy of such rights or remedies. NBC Parent agrees to reimburse the Company for all costs and expenses, including reasonable attorneys' fees and expenses, incurred by the Company in connection with the enforcement of the Company's rights under this Section 15.11(b). NBC Parent hereby unconditionally and irrevocably waives, to the extent permitted by applicable law, (i) notice of acceptance of the guarantee and any notice regarding the performance or non-performance of NBC or any such Affiliate with respect to any of its obligations hereunder, (ii)

presentment for payment, notice of non-payment or non-performance, demand, protest, notice of protest and notice of dishonor or default to anyone, (iii) defenses to pay or perform based upon any of the obligations of NBC or any such Affiliate hereunder not being a valid and binding obligation of NBC or any such Affiliate enforceable in accordance with its terms for any reason whatsoever,
(iv) all other notices to which NBC Parent may be entitled but which may legally be waived, (v) any defense or circumstance which might otherwise constitute a legal or equitable discharge of NBC Parent and (vi) all rights under any state or federal statute dealing with or affecting the rights of creditors. NBC Parent represents and warrants that NBC is, and at all times during the term of this Agreement will be, a wholly-owned subsidiary of NBC Parent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WWFE SPORTS, INC.

By:_____

Title:_____

NBC-XFL HOLDING, INC.

By:_____

Title:_____

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.,
solely for the purpose of agreeing to be bound by Sections 13.2 and 15.11 of this Agreement.

By:_____

Title:_____

NATIONAL BROADCASTING COMPANY, INC.,
solely for the purpose of agreeing to be bound by Section 15.11 of this Agreement.

By:_____

Title:_____

EXHIBIT 10.13

REGISTRATION RIGHTS AGREEMENT

by and between

NBC-WWFE HOLDING, INC.

and

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.

Dated as of June 12, 2000

REGISTRATION RIGHTS AGREEMENT (this or the "Agreement") dated as of June 12, 2000, by and between NBC-WWFE Holding, Inc., a Delaware corporation ("NBC") and World Wrestling Federation Entertainment, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H :

WHEREAS, NBC and the Company have entered into a Stock Purchase Agreement, dated as of June 12, 2000 (such Stock Purchase Agreement, as amended or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Company will sell, and NBC will purchase, 2,307,692 newly-issued shares of Class A Common Stock, par value $.01 per share, of the Company (the "Common Shares").

WHEREAS, in order to induce NBC to enter into the Purchase Agreement, the Company has further agreed to provide certain registration rights in respect of the Registrable Securities (as defined below) on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" shall mean (i) with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person, and (ii) with respect to any individual, shall also mean the spouse, sibling, child, stepchild, grandchild, niece, nephew or parent of such Person, or the spouse thereof.

"Blackout Period" shall have the meaning set forth in Section 2.6.

"Common Shares" shall have the meaning set forth in the recitals hereto.

"Company" shall have the meaning set forth in the preamble.

"Demand Registration" shall mean a registration required to be effected by the Company pursuant to Section 2.1.

"Demand Registration Statement" shall mean a registration statement of the Company which covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 2.1 and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations thereunder, or any successor statute.

"Holders" shall mean the Initial Holder for so long as it owns any Registrable Securities and such of its respective successors and permitted assigns (including any permitted transferees of Registrable Securities) who acquire or are otherwise the transferee of Registrable Securities, directly or indirectly, from such Initial Holder (or any subsequent Holder), for so long as such successors and permitted assigns own any Registrable Securities.

"Holders' Counsel" shall mean one firm of counsel (per registration) to the Holders of Registrable Securities participating in such registration, which counsel shall be selected (i) in the case of a Demand Registration, by the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request, and (ii) in all other cases, by the Majority Holders of the Registration.

"Incidental Registration" shall mean a registration required to be effected by the Company pursuant to Section 2.2.

"Incidental Registration Statement" shall mean a registration statement of the Company which covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 2.2 and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Initial Holder" shall mean NBC.

"Initiating Holders" shall mean, with respect to a particular registration, the Holders who initiated the Request for such registration.

"Inspectors" shall have the meaning set forth in Section 4.1(g).

"Majority Holders" shall mean one or more Holders of Registrable Securities who would hold a majority of the Registrable Securities then outstanding.

"Majority Holders of the Registration" shall mean, with respect to a particular registration, one or more Holders of Registrable Securities who would hold a majority of the Registrable Securities to be included in such registration.

"NASD" shall mean the National Association of Securities Dealers, Inc.

"Person" shall mean any individual, firm, partnership, corporation, trust, joint venture, association, joint stock company, limited liability company, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof, and shall include any Successor (by merger or otherwise) of such entity.

"Prospectus" shall mean the prospectus included in a Registration Statement (including, without limitation, any preliminary prospectus and any prospectus that includes any

information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), and any such Prospectus as amended or supplemented by any prospectus supplement, and all other amendments and supplements to such Prospectus, including post-effective amendments, and in each case including all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Registrable Securities" shall mean (i) the Common Shares issued pursuant to the Purchase Agreement and (ii) any other securities of the Company (or any successor or assign of the Company, whether by merger, consolidation, sale of assets or otherwise) which may be issued or issuable with respect to, in exchange for, or in substitution of, the Registrable Securities referenced in clause (i) above by reason of any dividend or stock split, combination of shares, merger, consolidation, recapitalization, reclassification, reorganization, sale of assets or similar transaction. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (B) such securities have been otherwise transferred, a new certificate or other evidence of ownership for them not bearing the legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act,
(C) such securities shall have ceased to be outstanding, or (D) such securities become eligible for sale under Rule 144(k) without any volume, manner of sale or other restrictions.

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance with this Agreement by the Company and its subsidiaries, including, without limitation, (i) all SEC, stock exchange, NASD and other registration, listing and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws and compliance with the rules of any stock exchange (including fees and disbursements of counsel in connection with such compliance and the preparation of a blue sky memorandum and legal investment survey), (iii) all expenses of any Persons retained by the Company in preparing or assisting in preparing, word processing, printing, distributing, mailing and delivering any Registration Statement, any Prospectus, any underwriting agreements, transmittal letters, securities sales agreements, securities certificates and other documents relating to the performance of or compliance with this Agreement, (iv) the fees and disbursements of counsel for the Company, (v) the fees and disbursements of all independent public accountants (including the expenses of any audit and/or "cold comfort" letters) and the fees and expenses of other Persons, including experts, retained by the Company, (vi) the expenses incurred in connection with making road show presentations and holding meetings with potential investors to facilitate the distribution and sale of Registrable Securities which are customarily borne by the issuer, (vii) any fees and disbursements of underwriters customarily paid by issuers, and (viii) premiums and other costs of policies of insurance against liabilities arising out of the public offering of the Registrable Securities being registered; provided, however, Registration Expenses shall not include discounts and commissions payable to underwriters, selling brokers, dealer managers or other similar Persons engaged in the distribution of any of the Registrable Securities or the fees and disbursements of Holders' Counsel; and provided, further, that in any case where Registration Expenses are not to be borne by the Company, such expenses shall not include

salaries of Company personnel or general overhead expenses of the Company, auditing fees, premiums or other expenses relating to liability insurance required by underwriters of the Company or other expenses for the preparation of financial statements or other data normally prepared by the Company in the ordinary course of its business or which the Company would have incurred in any event.

"Registration Statement" shall mean any registration statement of the Company which covers any Registrable Securities and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Request" shall have the meaning set forth in Section 2.1(a).

"SEC" shall mean the Securities and Exchange Commission, or any

successor agency having jurisdiction to enforce the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time, and the rules and regulations thereunder, or any successor statute.

"Shelf Registration" shall have the meaning set forth in Section 2.1(a).

"Shelf Registration Period" shall have the meaning set forth in Section 2.3(b).

"Underwriters" shall mean the underwriters, if any, of the offering being registered under the Securities Act.

"Underwritten Offering" shall mean a sale of securities of the Company to an Underwriter or Underwriters for reoffering to the public.

"Withdrawn Demand Registration" shall have the meaning set forth in Section 2.1(a).

"Withdrawn Request" shall have the meaning set forth in Section 2.1(a).

2. REGISTRATION UNDER THE SECURITIES ACT.

2.1 Demand Registration.

(a) Right to Demand Registration. Commencing December 15, 2000, at any time or from time to time when the Shelf Registration Statement provided for in
Section 2.3 has not become or is not effective under the Securities Act, the Majority Holders shall have the right to request in writing that the Company register all or part of such Holders' Registrable Securities (a "Request") (which Request shall specify the amount of Registrable Securities intended to be disposed of by such Holders and the intended method or methods of disposition thereof) by filing with the SEC a Demand Registration Statement. As promptly as practicable, but no later than 10 days after receipt of a Request, the Company shall give written notice of such requested registration to all Holders of Registrable Securities. Subject to Section 2.1(b), the Company shall include in a Demand Registration (i) the Registrable Securities intended to be disposed of by the Initiating Holders and (ii) the Registrable Securities intended to be disposed of by any other Holder which shall have made a written request (which request shall specify the amount of Registrable Securities to be registered) to the Company for inclusion thereof in such registration within 20 days after the receipt of such written notice from the Company. The Company shall, as expeditiously as possible following a Request, use its best efforts to cause to be filed with the SEC a Demand Registration Statement providing for the registration under the Securities Act of the Registrable Securities which the Company has been so requested to register by all such Holders, to the extent necessary to permit the disposition of such Registrable Securities so to be registered in accordance with the intended method of disposition thereof specified in such Request (including, without limitation, by means of a shelf registration pursuant to Rule 415 under the Securities Act (a "Shelf Registration") if so requested and if the Company is then eligible to use such a registration). The Company shall use its best efforts to have such Demand Registration Statement declared effective by the SEC as soon as practicable thereafter and to keep such Demand Registration Statement continuously effective for the period specified in Section 4.1(b).

A Request may be withdrawn prior to the filing of the Demand Registration Statement by the Majority Holders of the Registration (a "Withdrawn Request") and a Demand Registration Statement may be withdrawn prior to the effectiveness thereof by the Majority Holders of the Registration (a "Withdrawn Demand Registration"), and such withdrawals shall be treated as a Demand Registration which shall have been effected pursuant to this Section 2.1, unless the Holders of Registrable Securities to be included in such Registration Statement reimburse the Company for its reasonable out-of-pocket Registration Expenses relating to the preparation and filing of such Demand Registration Statement (to the extent actually incurred); provided, however, that if a Withdrawn Request or Withdrawn Demand Registration is made (A) because of a material adverse change in the business, financial condition or prospects of the Company determined, in the case of an Underwritten Offering, by the sole or lead managing Underwriter in its reasonable discretion, or (B) because the sole or lead managing Underwriter advises that the amount of Registrable Securities to be sold in such offering be reduced pursuant to Section 2.1(b) by more than 20% of the Registrable Securities to be included in such Registration Statement, or
(C) because of a postponement of such registration pursuant to Section 2.6, then such withdrawal shall not be treated as a Demand Registration effected

pursuant to this Section 2.1 (and shall not be counted toward the number of Demand Registrations), and the Company shall pay all Registration Expenses in connection therewith. Any Holder requesting inclusion in a Demand Registration may, at any time prior to the effective date of the Demand Registration Statement (and for any reason) revoke such request by delivering written notice to the Company revoking such requested inclusion.

There is no limitation on the number of Demand Registrations pursuant to this Section 2.1 which the Company is obligated to effect. The registration rights granted pursuant to the provisions of this Section 2.1 shall be in addition to the registration rights granted pursuant to the other provisions of
Section 2 hereof.

(b) Priority in Demand Registrations. If a Demand Registration involves an Underwritten Offering, and the sole or lead managing Underwriter, as the case may be, of such Underwritten Offering shall advise the Company in writing (with a copy to each Holder requesting registration) on or before the date five days prior to the date then scheduled for such offering that, in its opinion, the amount of Registrable Securities requested to be included in such Demand Registration exceeds the number which can be sold in such offering within a price range acceptable to the Majority Holders of the Registration (such writing to state the basis of such opinion and the approximate number of Registrable Securities which may be included in such offering), the Company shall include in such Demand Registration, to the extent of the number which the Company is so advised may be included in such offering, the Registrable Securities requested to be included in the Demand Registration by the Holders allocated pro rata in proportion to the number of Registrable Securities requested to be included in such Demand Registration by each of them. In the event the Company shall not, by virtue of this Section 2.1(b), include in any Demand Registration all of the Registrable Securities of any Holder requesting to be included in such Demand Registration, such Holder may, upon written notice to the Company given within five days of the time such Holder first is notified of such matter, reduce the amount of Registrable Securities it desires to have included in such Demand Registration, whereupon only the Registrable Securities, if any, it desires to have included will be so included and the Holders not so reducing shall be entitled to a corresponding increase in the amount of Registrable Securities to be included in such Demand Registration.

(c) Underwriting; Selection of Underwriters. Notwithstanding anything to the contrary contained in Section 2.1(a), if the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request so elect, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of a firm commitment Underwritten Offering; and such Initiating Holders may require that all Persons (including other Holders) participating in such registration sell their Registrable Securities to the Underwriters at the same price and on the same terms of underwriting applicable to the Initiating Holders. If any Demand Registration involves an Underwritten Offering, the sole or managing Underwriters and any additional investment bankers and managers to be used in connection with such registration shall be selected by the Company, subject to the approval of the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request (such approval not to be unreasonably withheld).

(d) Registration of Other Securities. Whenever the Company shall effect a Demand Registration, no securities other than the Registrable Securities shall be covered by such registration unless the Majority Holders shall have consented in writing to the inclusion of such other securities.

(e) Effective Registration Statement; Suspension. A Demand Registration Statement shall not be deemed to have become effective (and the related registration will not be deemed to have been effected) (i) unless it has been declared effective by the SEC and remains effective in compliance with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Demand Registration Statement for the time period specified in Section 4.1(b), (ii) if the offering of any Registrable Securities pursuant to such Demand Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, or (iii) if, in the case of an Underwritten Offering, the conditions to closing specified in an underwriting agreement to which the Company is a party are not satisfied other than by the sole reason of any breach or failure by the Holders of Registrable Securities or are not otherwise waived.

(f) Other Registrations. During the period (i) beginning on the date of a Request and (ii) ending on the date that is 90 days after the date that a Demand Registration Statement filed pursuant to such Request has been declared effective by the SEC or, if the Holders shall withdraw such Request or such Demand Registration Statement, on the date of such Withdrawn Request or such Withdrawn Demand Registration, the Company shall not, without the consent of the Majority Holders, file a registration statement (other than a registration statement on Form S-4 or S-8 or any successor form to such forms) pertaining to any other securities of the Company.

(g) Registration Statement Form. Registrations under this Section 2.1 shall be on such appropriate registration form of the SEC (i) as shall be selected by the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request and as shall be reasonably acceptable to the Company, and (ii) which shall be available for the sale of Registrable Securities in accordance with the intended method of disposition specified in the requests for registration; provided, however, that if the Company is then a registrant entitled to use Form S-3 or any successor form thereto to register such securities, such registration shall be effected on such form. The Company agrees to include in any such Registration Statement all information which any selling Holder, upon advice of counsel, shall reasonably request.

2.2 Incidental Registration.

(a) Right to Include Registrable Securities. If the Company at any time or from time to time proposes to register any of its equity securities under the Securities Act (other than in a registration on Form S-4 or S-8 or any successor form to such forms and other than pursuant to Section 2.1 or 2.3) whether or not pursuant to registration rights granted to other holders of its securities and whether or not for sale for its own account, the Company shall deliver prompt written notice (which notice shall be given at least 30 days prior to such proposed registration) to all Holders of Registrable Securities of its intention to undertake such registration, describing in reasonable detail the proposed registration and distribution (including the anticipated range of the proposed offering price, the class and number of securities proposed to be registered and the distribution arrangements) and of such Holders' right to participate in such registration under this Section 2.2 as hereinafter provided. Subject to the other provisions of this paragraph (a) and Section 2.2(b), upon the written request of any Holder made within 20 days after the receipt of such written notice (which request shall specify the amount of Registrable Securities to be registered), the Company shall effect the registration under the Securities Act of all Registrable Securities requested by Holders to be so registered (an "Incidental Registration"), to the extent requisite to permit the disposition of the Registrable Securities so to be registered, by inclusion of such Registrable Securities in the Registration Statement which covers the securities which the Company proposes to register and shall cause such Registration Statement to become and remain effective with respect to such Registrable Securities in accordance with the registration procedures set forth in Section 4. If an Incidental Registration involves an Underwritten Offering, immediately upon notification to the Company from the Underwriter of the price at which such securities are to be sold, the Company shall so advise each participating Holder. The Holders requesting inclusion in an Incidental Registration may, at any time prior to the effective date of the Incidental Registration Statement (and for any reason), revoke such request by delivering written notice to the Company revoking such requested inclusion.

If at any time after giving written notice of its intention to register any securities and prior to the effective date of the Incidental Registration Statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each Holder of Registrable Securities and, thereupon, (A) in the case of a determination not to register, the Company shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the Registration Expenses incurred in connection therewith), without prejudice, however, to the rights of Holders to cause such registration to be effected as a registration under Section 2.1 or 2.3, and (B) in the case of a determination to delay such registration, the Company shall be permitted to delay the registration of such Registrable Securities for the same period as the delay in registering such other securities; provided, however, that if such delay shall extend beyond 120 days from the date the Company received a request to include Registrable Securities in such Incidental Registration, then the Company shall again give all Holders the opportunity to participate therein and shall follow the notification procedures set forth in the preceding paragraph. There is no limitation on the number of such Incidental Registrations pursuant to this Section 2.2 which the Company is obligated to effect.

The registration rights granted pursuant to the provisions of this
Section 2.2 shall be in addition to the registration rights granted pursuant to the other provisions of Section 2 hereof.

(b) Priority in Incidental Registration. If an Incidental Registration involves an Underwritten Offering (on a firm commitment basis), and the sole or the lead managing Underwriter, as the case may be, of such Underwritten Offering shall advise the Company in writing (with a copy to each Holder requesting registration) on or before the date five days prior to the date then scheduled for such offering that, in its opinion, the amount of securities (including Registrable Securities) requested to be included in such registration exceeds the amount which can be sold in such offering without materially interfering with the successful marketing of the securities being offered (such writing to state the basis of such opinion and the approximate number of such securities which may be included in such offering without such effect), the Company shall include in such registration, to the extent of the number which the Company is so advised may be included in such offering without such effect, (i) in the case of a registration initiated by the Company, (A) first, the securities that the Company proposes to register for its own account, (B) second, the Registrable Securities requested to be included in such registration by the Holders, allocated pro rata in proportion to the number of Registrable Securities requested to be included in such registration by each of them, and (C) third, other securities of the Company to be registered on behalf of any other Person, and (ii) in the case of a registration initiated by a Person other than the Company, (A) first, the securities requested to be included in such registration by any Persons initiating such registration, allocated pro rata in proportion to the number of securities requested to be included in such registration by each of them, (B) second, the Registrable Securities requested to be included in such registration by the Holders, allocated pro rata in proportion to the number of Registrable Securities requested to be included in such registration by each of them, (C) third, if the Company was not the Person initiating such registration, the securities that the Company proposes to register for its own account, and (D) fourth, other securities of the Company to be registered on behalf of any other Person; provided, however, that in the event the Company will not, by virtue of this Section 2.2(b), include in any such registration all of the Registrable Securities of any Holder requested to be included in such registration, such Holder may, upon written notice to the Company given within three days of the time such Holder first is notified of such matter, reduce the amount of Registrable Securities it desires to have included in such registration, whereupon only the Registrable Securities, if any, it desires to have included will be so included and the Holders not so reducing shall be entitled to a corresponding increase in the amount of Registrable Securities to be included in such registration.

2.3 Shelf Registration Statement.

(a) The Company: (A) shall cause to be filed with the SEC, on or before October 22, 2000, a shelf registration statement (the "Shelf Registration Statement") on an appropriate form under the Securities Act, relating solely to the offer and sale of all the Registrable Securities by the Holders thereof from time to time in accordance with the methods of distribution specified by the Initial Holder as set forth in the Registration Statement and Rule 415 under the Securities Act; and (B) shall use its best efforts to have such Shelf Registration declared effective by the SEC as soon as practicable thereafter, but in no event later than

December 15, 2000; provided, however, that no Holder (other than the Initial Holder) shall be entitled to have the Registrable Securities held by it covered by such Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Company shall use its best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended in order to permit the Prospectus included therein to be lawfully delivered by the Holders of the Registrable Securities through the date on which all of the Registrable Securities covered by such Shelf Registration may be sold pursuant to Rule 144(k) under the Securities Act (or any successor provision having similar effect) without any volume, manner of sale or other restrictions, or such shorter period that will terminate on the date on which all of the Registrable Securities have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the "Shelf Registration Period"); provided, however, that prior to the termination of such Shelf Registration, the Company shall first furnish to each Holder of Registrable Securities participating in such Shelf Registration (i) an opinion, in form and substance satisfactory to the Majority Holders of the Registration, of counsel for the Company satisfactory to the Majority Holders stating that such Registrable Securities are freely saleable pursuant to Rule 144(k) under the Securities Act (or any successor provision having similar effect) without any volume, manner of sale or other restrictions or (ii) a "No-Action Letter" from the staff of the SEC stating that the SEC would not recommend enforcement action if the Registrable Securities included in such Shelf Registration were sold in a public sale other than pursuant to an effective registration statement. The Company shall be deemed not to have used its best efforts to keep the Registration Statement effective during the Shelf Registration Period if it voluntarily takes any action that would result in Holders of the Registrable Securities covered thereby not being able to offer and sell such Registrable Securities during the Shelf Registration Period, unless such action is required by applicable law.

(c) If at any time the Majority Holders request in writing that all or any part of the Registrable Securities covered by the Shelf Registration Statement be offered by means of a firm commitment Underwritten Offering, the Company shall cause to be filed with the SEC as soon as practicable any necessary or appropriate supplement to the Shelf Registration Statement in order to effect such Underwritten Offering. In such case, the sole or managing Underwriters and any additional investment bankers and managers to be used in connection with such registration shall be selected by the Company, subject to the approval of such Majority Holders (such approval not to be unreasonably withheld).

2.4 Expenses. The Company shall pay all Registration Expenses in connection with any Demand Registration, Incidental Registration, or Shelf Registration, whether or not such registration shall become effective and whether or not all Registrable Securities originally requested to be included in such registration are withdrawn or otherwise ultimately not included in such registration, except as otherwise provided with respect to a Withdrawn Request and a Withdrawn Demand Registration in Section 2.1(a). Each Holder shall pay all discounts and commissions payable to underwriters, selling brokers, managers or other similar Persons engaged in the distribution of such Holder's Registrable Securities pursuant to any registration pursuant to this Section 2.

2.5 Underwritten Offerings.

(a) Underwritten Offerings. If requested by the sole or lead managing Underwriter for any Underwritten Offering effected pursuant to a Demand Registration or the Shelf Registration Statement, the Company shall enter into a customary underwriting agreement with the Underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company and to each Holder of Registrable Securities participating in such offering, and to contain such representations and warranties by the Company and such other terms as are generally prevailing in agreements of that type, including, without limitation, indemnification and contribution to the effect and to the extent provided in Section 5.

(b) Holders of Registrable Securities to be Parties to Underwriting Agreement. The Holders of Registrable Securities to be distributed by Underwriters in an Underwritten Offering contemplated by Section 2 shall be parties to the underwriting agreement between the Company and such Underwriters and may, at such Holders' option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Underwriters shall also be made to and for the benefit of such Holders of Registrable Securities and that any or all of the conditions precedent to the obligations of such Underwriters under such underwriting agreement be conditions precedent to the obligations of such Holders of Registrable Securities; provided, however, that the Company shall not be required to make any representations or warranties with respect to written information specifically provided by a selling Holder for inclusion in the Registration Statement. No Holder shall be required to make any representations or warranties to, or agreements with, the Company or the Underwriters other than representations, warranties or agreements regarding such Holder and such Holder's Registrable Securities.

(c) Participation in Underwritten Registration. Notwithstanding anything herein to the contrary, no Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell its securities on the same terms and conditions provided in any underwritten arrangements approved by the Persons entitled hereunder to approve such arrangement and (ii) accurately completes and executes in a timely manner all questionnaires, powers of attorney, indemnities, custody agreements, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

(d) Limitations on Underwritten Offerings. In no event shall the Company be required to effect more than two (2) Underwritten Offerings pursuant to this Agreement (whether as a Demand Registration pursuant to Section 2.1(a) or a Shelf Registration Statement pursuant to Section 2.3), provided, however, that such Holders shall be entitled to an additional Underwritten Offering in the event any Underwritten Offering by the Holders under this Agreement is cut back for any reason.

2.6 Postponements. The Company shall be entitled to postpone a Demand Registration and to require the Holders of Registrable Securities to discontinue the disposition of their securities covered by a Shelf Registration during any Blackout Period (as defined below) (i) if the Board of Directors of the Company determines in good faith that effecting such a

registration or continuing such disposition at such time would have an adverse effect upon a proposed sale of all (or substantially all) of the assets of the Company or a merger, reorganization, recapitalization or similar current transaction materially affecting the capital, structure or equity ownership of the Company, or (ii) if the Company is in possession of material information which the Board of Directors of the Company determines in good faith is not in the best interests of the Company to disclose in a registration statement at such time provided, however, that the Company may delay a Demand Registration and require the Holders of Registrable Securities to discontinue the disposition of their securities covered by a Shelf Registration only for a reasonable period of time not to exceed 90 days (or such earlier time as such transaction is consummated or no longer proposed or the material information has been made public) (the "Blackout Period"); provided, further, that the effectiveness period shall be extended by the number of days in any Blackout Period to the extent that the Registration Statement already was effective at the commencement of the Blackout Period. There shall not be more than one Blackout Period in any 12 month period. The Company shall promptly notify the Holders in writing (a "Blackout Notice") of any decision to postpone a Demand Registration or to discontinue sales of Registrable Securities covered by a Shelf Registration pursuant to this Section 2.6 and shall include an undertaking by the Company to promptly notify the Holders as soon as a Demand Registration may be effected or sales of Registrable Securities covered by a Shelf Registration may resume. In making any such determination to initiate or terminate a Blackout Period, the Company shall not be required to consult with or obtain the consent of any Holder, and any such determination shall be the Company's sole responsibility. Each Holder shall treat all notices received from the Company pursuant to this
Section 2.6 in the strictest confidence and shall not disseminate such information. If the Company shall postpone the filing of a Demand Registration Statement pursuant to this Section 2.6, the Majority Holders shall have the right to withdraw the request for registration. Any such withdrawal shall be made by giving written notice to the Company within 30 days after receipt of the Blackout Notice. Such withdrawn registration request shall not be treated as a Demand Registration effected pursuant to Section 2.1 (and shall not be counted towards the number of Demand Registrations effected), and the Company shall pay all Registration Expenses in connection therewith.

3. RESTRICTIONS ON SALE.

3.1 Restrictions on Sale by Holders of Common Shares.

(a) Each of the Holders agrees not to sell, transfer or otherwise dispose of any Shares to any Person other than an Affiliate of such Holder, except in accordance with the following schedule:

Date	Maximum percentage of Common Shares which the Holders may sell, transfer or otherwise dispose of following such date
November 1, 2000	50%
March 16, 2001	100%

(b) If the Company shall at any time hereafter provide to any holder of any securities of the Company restrictions with respect to the sale of such securities on terms or conditions more favorable to such holder than the terms and conditions provided in this Agreement, the Company shall provide (by way of amendment to this Agreement or otherwise) such more favorable terms or conditions to the Holders.

3.2 Restrictions on Sale by the Company and Others. The Company agrees that (i) if timely requested in writing by the sole or lead managing Underwriter in an Underwritten Offering of any Registrable Securities, it will not make any short sale of, loan, grant any option for the purchase of or effect any public sale or distribution of any of the Company's equity securities (or any security convertible into or exchangeable or exercisable for any of the Company's equity securities) during the nine business days (as such term is used in Rule 10b-6 under the Exchange Act) prior to, and during the time period reasonably requested by the sole or lead managing Underwriter not to exceed 90 days, beginning on the effective date of the applicable Registration Statement (except as part of such underwritten registration or pursuant to registrations on Forms S-4 or S-8 or any successor form to such forms), and (ii) it will cause each officer and director of the Company and each Affiliate that holds 5% or more of equity securities (or any security convertible into or exchangeable or exercisable for any of its equity securities) of the Company purchased from the Company at any time after the date of this Agreement (other than in a registered public offering) to so agree.

4. REGISTRATION PROCEDURES.

4.1 Obligations of the Company. Subject to Section 2.6, whenever the Company is required to effect the registration of Registrable Securities under the Securities Act pursuant to Section 2 of this Agreement, the Company shall, as expeditiously as possible:

(a) prepare and file with the SEC (promptly, and in any event within 60 days after receipt of a request to register Registrable Securities) the requisite Registration Statement to effect such registration, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and the Company shall use its best efforts to cause such Registration Statement to become effective (provided, that the Company may discontinue any registration of its securities that are not Registrable Securities, and, under the circumstances specified in Section 2.2, its securities that are Registrable Securities); provided, however, that before filing a Registration Statement or Prospectus or any amendments or supplements thereto, or comparable statements under securities or blue sky laws of any jurisdiction, the Company shall (i) provide Holders' Counsel and any other Inspector with an adequate and appropriate opportunity to participate in the preparation of such Registration Statement and each Prospectus included therein (and each amendment or supplement thereto or comparable statement) to be filed with the SEC, which documents shall be subject to the review and comment of Holders' Counsel, and (ii) not file any such Registration Statement or Prospectus (or amendment or supplement thereto or comparable statement) with the SEC to which Holder's Counsel, any selling Holder or any other Inspector shall have reasonably objected on the grounds that such filing does not comply in all material respects with the requirements of the Securities Act or of the rules or regulations thereunder;

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary (i) to keep such Registration Statement effective, and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement, in each case until such time as all of such Registrable Securities have been disposed of in accordance with the intended methods of disposition set forth in such Registration Statement; provided, that except with respect to any Shelf Registration, such period need not extend beyond six months after the effective date of the Registration Statement; and provided, further, that with respect to any Shelf Registration, such period need not extend beyond the time period provided in Section 2.3, and which periods, in any event, shall terminate when all Registrable Securities covered by such Registration Statement have been sold
(but not before the expiration of the 90 day period referred to in Section 4(3)
of the Securities Act and Rule 174 thereunder, if applicable);

(c) furnish, without charge, to each selling Holder of such Registrable Securities and each Underwriter, if any, of the securities covered by such Registration Statement, such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits), and the Prospectus included in such Registration Statement (including each preliminary Prospectus) in conformity with the requirements of the Securities Act, and other documents, as such selling Holder and Underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such selling Holder (the Company hereby consenting to the use in accordance with applicable law of each such Registration Statement (or amendment or post-effective amendment thereto) and each such Prospectus (or preliminary prospectus or supplement thereto) by each such selling Holder of Registrable Securities and the Underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Registration Statement or Prospectus);

(d) prior to any public offering of Registrable Securities, use its best efforts to register or qualify all Registrable Securities and other securities covered by such Registration Statement under such other securities or blue sky laws of such jurisdictions as any selling Holder of Registrable Securities covered by such Registration Statement or the sole or lead managing Underwriter, if any, may reasonably request to enable such selling Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such selling Holder and to continue such registration or qualification in effect in each such jurisdiction for as long as such Registration Statement remains in effect (including through new filings or amendments or renewals), and do any and all other acts and things which may be necessary or advisable to enable any such selling Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such selling Holder;

provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 4.1(d), (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction;

(e) use its best efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary to enable the

selling Holders of such Registrable Securities to consummate the disposition of such Registrable Securities;

(f) promptly notify Holders' Counsel, each Holder of Registrable Securities covered by such Registration Statement and the sole or lead managing Underwriter, if any: (i) when the Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement related thereto or post- effective amendment to the Registration Statement has been filed and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any state securities or blue sky authority for amendments or supplements to the Registration Statement or the Prospectus related thereto or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation or threat of any proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or blue sky laws of any jurisdiction or the initiation of any proceeding for such purpose, (v) of the existence of any fact of which the Company becomes aware or the happening of any event which results in (A) the Registration Statement containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein not misleading, or (B) the Prospectus included in such Registration Statement containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein, in the light of the circumstances under which they were made, not misleading, (vi) if at any time the representations and warranties contemplated by Section 2.5(b) cease to be true and correct in all material respects, and (vii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate or that there exists circumstances not yet disclosed to the public which make further sales under such Registration Statement inadvisable pending such disclosure and post-effective amendment; and, if the notification relates to an event described in any of the clauses (ii) through (vii) of this
Section 4.1, the Company shall promptly prepare a supplement or post-effective amendment to such Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that
(1) such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (2) as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading (and shall furnish to each such Holder and each Underwriter, if any, a reasonable number of copies of such Prospectus so supplemented or amended); and if the notification relates to an event described in clause (iii) of this Section 4.1(f), the Company shall take all reasonable action required to prevent the entry of such stop order or to remove it if entered;

(g) make available for inspection by any selling Holder of Registrable Securities, any sole or lead managing Underwriter participating in any disposition pursuant to such Registration Statement, Holders' Counsel and any attorney, accountant or other agent retained by any such seller or any Underwriter (each, an "Inspector" and, collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the

Company and any subsidiaries thereof as may be in existence at such time (collectively, the "Records") as shall be necessary, in the opinion of such Holders' and such Underwriters' respective counsel, to enable them to exercise their due diligence responsibility and to conduct a reasonable investigation within the meaning of the Securities Act, and cause the Company's and any subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Inspectors in connection with such Registration Statement;

(h) obtain an opinion from the Company's counsel and a "cold comfort" letter from the Company's independent public accountants who have certified the Company's financial statements included or incorporated by reference in such Registration Statement, in each case dated the effective date of such Registration Statement (and if such registration involves an Underwritten Offering, dated the date of the closing under the underwriting agreement), in customary form and covering such matters as are customarily covered by such opinions and "cold comfort" letters delivered to underwriters in underwritten public offerings, which opinion and letter shall be reasonably satisfactory to the sole or lead managing Underwriter, if any, and to the Majority Holders, and furnish to each Holder participating in the offering and to each Underwriter, if any, a copy of such opinion and letter addressed to such Holder (in the case of the opinion) and Underwriter (in the case of the opinion and the "cold comfort" letter);

(i) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities covered by such Registration Statement not later than the effectiveness of such Registration Statement;

(j) otherwise use its best efforts to comply with all applicable rules and regulations of the SEC and any other governmental agency or authority having jurisdiction over the offering, and make available to its security holders, as soon as reasonably practicable but no later than 90 days after the end of any 12-month period, an earnings statement (i) commencing at the end of any month in which Registrable Securities are sold to Underwriters in an Underwritten Offering and (ii) commencing with the first day of the Company's calendar month next succeeding each sale of Registrable Securities after the effective date of a Registration Statement, which statement shall cover such 12-month periods, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(k) if so requested by the Majority Holders of the Registration, use its best efforts to cause all such Registrable Securities to be listed (i) on each national securities exchange on which the Company's securities are then listed or (ii) if securities of the Company are not at the time listed on any national securities exchange (or if the listing of Registrable Securities is not permitted under the rules of each national securities exchange on which the Company's securities are then listed), on a national securities exchange or The Nasdaq Stock Market's National Market, as designated by the Majority Holders;

(l) keep each selling Holder of Registrable Securities advised in writing as to the initiation and progress of any registration under Section 2 hereunder;

(m) enter into and perform customary agreements (including, if applicable, an underwriting agreement in customary form) and provide officers' certificates and other customary closing documents;

(n) cooperate with each selling Holder of Registrable Securities and each Underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the NASD and make reasonably available its employees and personnel and otherwise provide reasonable assistance to the Underwriters (taking into account the needs of the Company's businesses and the requirements of the marketing process) in the marketing of Registrable Securities in any Underwritten Offering;

(o) furnish to each Holder participating in the offering and the sole or lead managing Underwriter, if any, without charge, at least one manually-signed copy of the Registration Statement and any post-effective amendments thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those deemed to be incorporated by reference);

(p) cooperate with the selling Holders of Registrable Securities and the sole or lead managing Underwriter, if any, to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with the underwriting agreement prior to any sale of Registrable Securities to the Underwriters or, if not an Underwritten Offering, in accordance with the instructions of the selling Holders of Registrable Securities at least three business days prior to any sale of Registrable Securities;

(q) if requested by the sole or lead managing Underwriter or any selling Holder of Registrable Securities, immediately incorporate in a prospectus supplement or post-effective amendment such information concerning such Holder of Registrable Securities, or the Underwriters or the intended method of distribution as the sole or lead managing Underwriter or the selling Holder of Registrable Securities reasonably requests to be included therein and as is appropriate in the reasonable judgment of the Company, including, without limitation, information with respect to the number of shares of the Registrable Securities being sold to the Underwriters, the purchase price being paid therefor by such Underwriters and with respect to any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering; make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment; and supplement or make amendments to any Registration Statement if requested by the sole or lead managing Underwriter of such Registrable Securities; and

(r) use its best efforts to take all other steps necessary to expedite or facilitate the registration and disposition of the Registrable Securities contemplated hereby.

4.2 Seller Information. The Company may require each selling Holder of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding such Holder, such Holder's Registrable Securities and such Holder's

intended method of disposition as the Company may from time to time reasonably request in writing; provided that such information shall be used only in connection with such registration.

If any Registration Statement or comparable statement under "blue sky" laws refers to any Holder by name or otherwise as the Holder of any securities of the Company, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to such Holder and the Company, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, and (ii) in the event that such reference to such Holder by name or otherwise is not in the judgment of the Company, as advised by counsel, required by the Securities Act or any similar federal statute or any state "blue sky" or securities law then in force, the deletion of the reference to such Holder.

4.3 Notice to Discontinue. Each Holder of Registrable Securities agrees by acquisition of such Registrable Securities that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4.1(f)(ii) through (vii), such Holder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4.1(f) and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the Prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including, without limitation, the period referred to in Section 4.1(b)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 4.1(f) to and including the date when the Holder shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 4.1(f).

50 INDEMNIFICATION; CONTRIBUTION.

5.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, members, shareholders, employees, Affiliates and agents (collectively, "Agents") and each Person who controls such Holder (within the meaning of the Securities Act) and its Agents with respect to each registration which has been effected pursuant to this Agreement, against any and all losses, claims, damages or liabilities, joint or several, actions or proceedings (whether commenced or threatened) in respect thereof, and expenses (as incurred or suffered and including, but not limited to, any and all expenses incurred in investigating, preparing or defending any litigation or proceeding, whether commenced or threatened, and the reasonable fees, disbursements and other charges of legal counsel) in respect thereof (collectively, "Claims"), insofar as such Claims arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (including any preliminary, final or summary prospectus and any amendment or

supplement thereto) related to any such registration or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, or any qualification or compliance incident thereto; provided, however, that the Company will not be liable in any such case to the extent that any such Claims arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact so made in reliance upon and in conformity with written information furnished to the Company in an instrument duly executed by such Holder specifically stating that it was expressly for use therein. The Company shall also indemnify any Underwriters of the Registrable Securities, their Agents and each Person who controls any such Underwriter (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Holders of Registrable Securities. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Person who may be entitled to indemnification pursuant to this Section 5 and shall survive the transfer of securities by such Holder or Underwriter.

5.2 Indemnification by Holders. Each Holder, if Registrable Securities held by it are included in the securities as to which a registration is being effected, agrees to, severally and not jointly, indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers, each other Person who participates as an Underwriter in the offering or sale of such securities and its Agents and each Person who controls the Company or any such Underwriter (within the meaning of the Securities Act) and its Agents against any and all Claims, insofar as such Claims arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (including any preliminary, final or summary prospectus and any amendment or supplement thereto) related to such registration, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company in an instrument duly executed by such Holder specifically stating that it was expressly for use therein; provided, however, that the aggregate amount which any such Holder shall be required to pay pursuant to this Section 5.2 shall in no event be greater than the amount of the net proceeds received by such Holder upon the sale of the Registrable Securities pursuant to the Registration Statement giving rise to such Claims less all amounts previously paid by such Holder with respect to any such Claims. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party and shall survive the transfer of such securities by such Holder or Underwriter.

5.3 Conduct of Indemnification Proceedings. Promptly after receipt by an indemnified party of notice of any Claim or the commencement of any action or proceeding involving a Claim under this Section 5, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party pursuant to Section 5, (i) notify the indemnifying party in writing of the Claim or the commencement of such action or proceeding; provided, that the failure of any indemnified party to provide such notice shall not relieve the indemnifying party of its obligations under this Section 5, except to the extent the indemnifying party is

materially and actually prejudiced thereby and shall not relieve the indemnifying party from any liability which it may have to any indemnified party otherwise than under this Section 5, and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any indemnified party shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (A) the indemnifying party has agreed in writing to pay such fees and expenses, (B) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such indemnified party within 10 days after receiving notice from such indemnified party that the indemnified party believes it has failed to do so, (C) in the reasonable judgment of any such indemnified party, based upon advice of counsel, a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claims (in which case, if the indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such indemnified party) or (D) such indemnified party is a defendant in an action or proceeding which is also brought against the indemnifying party and reasonably shall have concluded that there may be one or more legal defenses available to such indemnified party which are not available to the indemnifying party. No indemnifying party shall be liable for any settlement of any such claim or action effected without its written consent, which consent shall not be unreasonably withheld. In addition, without the consent of the indemnified party (which consent shall not be unreasonably withheld), no indemnifying party shall be permitted to consent to entry of any judgment with respect to, or to effect the settlement or compromise of any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim), unless such settlement, compromise or judgment (1) includes an unconditional release of the indemnified party from all liability arising out of such action or claim, (2) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party, and (3) does not provide for any action on the part of any party other than the payment of money damages which is to be paid in full by the indemnifying party.

5.4 Contribution. If the indemnification provided for in Section 5.1 or 5.2 from the indemnifying party for any reason is unavailable to (other than by reason of exceptions provided therein), or is insufficient to hold harmless, an indemnified party hereunder in respect of any Claim, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Claim in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other hand, in connection with the actions which resulted in such Claim, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. If, however, the foregoing allocation is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in

such proportion as is appropriate to reflect not only such relative faults but also the relative benefits of the indemnifying party and the indemnified party as well as any other relevant equitable considerations.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.4 were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by a party as a result of any Claim referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth in Section 5.3, any legal or other fees, costs or expenses reasonably incurred by such party in connection with any investigation or proceeding. Notwithstanding anything in this Section 5.4 to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this
Section 5.4 to contribute any amount in excess of the net proceeds received by such indemnifying party from the sale of the Registrable Securities pursuant to the Registration Statement giving rise to such Claims, less all amounts previously paid by such indemnifying party with respect to such Claims. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(a) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5.5 Other Indemnification. Indemnification similar to that specified in the preceding Sections 5.1 and 5.2 (with appropriate modifications) shall be given by the Company and each selling Holder of Registrable Securities with respect to any required registration or other qualification of securities under any Federal or state law or regulation of any governmental authority, other than the Securities Act. The indemnity agreements contained herein shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract.

5.6 Indemnification Payments. The indemnification and contribution required by this Section 5 shall be made by periodic payments of the amount thereof during the course of any investigation or defense, as and when bills are received or any expense, loss, damage or liability is incurred.

60 GENERAL.

6.1 Adjustments Affecting Registrable Securities. The Company agrees that it shall not effect or permit to occur any combination or subdivision of shares which would materially adversely affect the ability of the Holder of any Registrable Securities to include such Registrable Securities in any registration contemplated by this Agreement or the marketability of such Registrable Securities in any such registration.

6.2 Registration Rights to Others. Other than as set forth on Schedule A attached hereto, the Company is not party to any agreement with respect to its securities granting any registration rights to any Person. If the Company shall at any time hereafter provide to any holder of any securities of the Company rights with respect to the registration of such securities under the Securities Act, (i) such rights shall not be in conflict with or adversely affect any of the rights provided in this Agreement to the Holders and (ii) if such rights are provided on terms or

conditions more favorable to such holder than the terms and conditions provided in this Agreement, the Company shall provide (by way of amendment to this Agreement or otherwise) such more favorable terms or conditions to the Holders.

6.3 Availability of Information. The Company covenants that it shall timely file any reports required to be filed by it under the Securities Act or the Exchange Act (including, but not limited to, the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c) of Rule 144 under the Securities Act), and that it shall take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (ii) any other rule or regulation now existing or hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

6.4 Amendments and Waivers. The provisions of this Agreement may not be amended, modified, supplemented or terminated, and waivers or consents to departures from the provisions hereof may not be given, without the written consent of the Company and the Holders holding more than 50% of the Registrable Securities then outstanding; provided, however, that no such amendment, modification, supplement, waiver or consent to departure shall reduce the aforesaid percentage of Registrable Securities without the written consent of all of the Holders of Registrable Securities; and provided, further, that nothing herein shall prohibit any amendment, modification, supplement, termination, waiver or consent to departure the effect of which is limited only to those Holders who have agreed to such amendment, modification, supplement, termination, waiver or consent to departure.

6.5 Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, telecopier, any courier guaranteeing overnight delivery or first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties in accordance with the provisions of this Section:

(i) If to the Company, to:

World Wrestling Federation Entertainment, Inc. 1241 East Main Street
P.O. Box 3857
Stamford, CT 06902
Attn: Edward L. Kaufman
Telecopy: 203-353-0236
Telephone: 203-352-8786

With a copy to:

Kirkpatrick & Lockhart LLP Henry W. Oliver Building 535 Smithfield Street
Pittsburgh, PA 15222-2312 Attn: W. Henry Snyder, Esq.

Telecopy: 412-355-6501

Telephone: 412-355-6720

(ii) If to the Initial Holder, to:

National Broadcasting Company, Inc. 30 Rockefeller Plaza, Room 1077-E New York, NY 10112
Attn: Duncan Ebersol
Telecopy: 212-977-7165
Telephone: 212-664-3302

With a copy to each of:

National Broadcasting Company, Inc.
30 Rockefeller Plaza
New York, NY 10112

Attn: Law Department
Telecopy: 212-664-5835
Telephone: 212-664-7168

Proskauer Rose LLP
1585 Broadway
New York, New York 10036 Attn: Michael Cardozo, Esq.

Telecopy: (212) 969-2900

Telephone: (212) 969-3000

(iii) If to any subsequent Holder, to the address of such Person set forth in the records of the Company.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; when receipt is acknowledged, if telecopied; on the next business day, if timely delivered to a courier guaranteeing overnight delivery; and five days after being deposited in the mail, if sent first class or certified mail, return receipt requested, postage prepaid.

6.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Any Holder may assign to any Affiliate or to any other transferee of at least 350,000 Common Shares (subject to any adjustment for stock splits, dividends, recapitalizations and similar corporate

events) (other than a transferee that acquires such Registrable Securities in a registered public offering or pursuant to a sale under Rule 144 of the Securities Act (or any successor rule)), its rights and obligations under this Agreement; provided, however, if any such transferee shall take and hold Registrable Securities, such transferee shall promptly notify the Company and by taking and holding such Registrable Securities such transferee shall automatically be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement as if it were a party hereto (and shall, for all purposes, be deemed a Holder under this Agreement). If the Company shall so request, any successor or permitted assign (including any permitted transferee) shall agree in writing to acquire and hold the Registrable Securities subject to all of the terms hereof. For purposes of this Agreement, "successor" for any entity other than a natural person shall mean a successor to such entity as a result of such entity's merger, consolidation, sale of substantially all of its assets, or similar transaction. Except as provided above or otherwise permitted by this Agreement, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any Holder or by the Company without the consent of the other parties hereto.

6.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all of which counterparts, taken together, shall constitute one and the same instrument.

6.8 Descriptive Headings, Etc. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires: (1) words of any gender shall be deemed to include each other gender; (2) words using the singular or plural number shall also include the plural or singular number, respectively; (3) the words "hereof', "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and paragraph references are to the Sections and paragraphs of this Agreement unless otherwise specified; (4) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified; (5) "or" is not exclusive; and (6) provisions apply to successive events and transactions.

6.9 Severability. In the event that any one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the other remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

6.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

6.11 Remedies; Specific Performance. The parties hereto acknowledge that money damages would not be an adequate remedy at law if any party fails to perform in any material

respect any of its obligations hereunder, and accordingly agree that each party,'in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to seek to compel specific performance of the obligations of any other party under this Agreement, without the posting of any bond, in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law. Except as otherwise provided by law, a delay or omission by a party hereto in exercising any right or remedy accruing upon any such breach shall not impair the right or remedy or constitute a waiver of or acquiescence in any such breach. No remedy shall be exclusive of any other remedy. All available remedies shall be cumulative.

6.12 Entire Agreement. This Agreement and the Purchase Agreement are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings relating to such subject matter, other than those set forth or referred to herein or in the Purchase Agreement. This Agreement and the Purchase Agreement supersede all prior agreements and understandings between the Company and the other parties to this Agreement with respect to such subject matter.

6.13 Nominees for Beneficial Owners. In the event that any Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its election in writing delivered to the Company, be treated as the holder of such Registrable Securities for purposes of any request or other action by any holder or holders of Registrable Securities pursuant to this Agreement or any determination of any number or percentage of shares of Registrable Securities held by any holder or holders of Registrable. Securities contemplated by this Agreement. If the beneficial owner of any Registrable Securities so elects, the Company may require assurances reasonably satisfactory to it of such owner's beneficial ownership of such Registrable Securities.

6.14 Consent to Jurisdiction; Waiver of Jury. Each party to this Agreement hereby irrevocably and unconditionally agrees that any legal action, suit or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in any federal court of the Southern District of New York or any state court located in New York County, State of New York, and hereby irrevocably and unconditionally expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and hereby irrevocably and unconditionally waives any claim (by way of motion, as a defense or otherwise) of improper venue, that it is not subject personally to the jurisdiction of such court, that such courts are an inconvenient forum or that this Agreement or the subject matter may not be enforced in or by such court. Each party hereby irrevocably and unconditionally consents to the service of process of any of the aforementioned courts in any such action, suit or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth or provided for in Section 6.5 of this Agreement, such service to become effective 10 days after such mailing. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or commence legal proceedings or otherwise proceed against any other party in any other jurisdiction to enforce judgments obtained in any

action, suit or proceeding brought pursuant to this Section. Each of the parties hereby irrevocably waives trial by jury in any action, suit or proceeding, whether at law or equity, brought by any of them in connection with this Agreement or the transactions contemplated hereby.

6.15 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

6.16 No Inconsistent Agreements. The Company will not hereafter enter into any agreement which is inconsistent with the rights granted to the Holders in this Agreement.

6.17 Construction. The Company and the Holders acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the Company and the Holders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

NBC-WWFE HOLDING, INC.

By: _____
Name:
Title:

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.

By: _____
Name:
Title:

Schedule A

Other Registration Rights Granted by the Company

NONE

EXHIBIT 10.14

REGISTRATION RIGHTS AGREEMENT

by and between

VIACOM INC.

and

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.

Dated as of July 28, 2000

REGISTRATION RIGHTS AGREEMENT (this or the "Agreement") dated as of July 28, 2000, by and between Viacom Inc., a Delaware corporation ("Viacom") and World Wrestling Federation Entertainment, Inc., a Delaware corporation (the "Company").

W I T N E S S E T H :

WHEREAS, Viacom and the Company have entered into a Stock Purchase Agreement, dated as of July 28, 2000 (such Stock Purchase Agreement, as amended or otherwise modified from time to time, the "Purchase Agreement"), pursuant to which the Company will sell, and Viacom will purchase, 2,307,692 newly-issued shares of Class A Common Stock, par value $.01 per share, of the Company (the "Common Shares").

WHEREAS, the Company has further agreed to provide certain registration rights in respect of the Registrable Securities (as defined below) on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" shall mean (i) with respect to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person, and (ii) with respect to any individual, shall also mean the spouse, sibling, child, stepchild, grandchild, niece, nephew or parent of such Person, or the spouse thereof.

"Blackout Period" shall have the meaning set forth in Section 2.6.

"Common Shares" shall have the meaning set forth in the recitals hereto.

"Company" shall have the meaning set forth in the preamble.

"Demand Registration" shall mean a registration required to be effected by the Company pursuant to Section 2.1.

"Demand Registration Statement" shall mean a registration statement of the Company which covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 2.1 and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations thereunder, or any successor statute.

"Holders" shall mean the Initial Holder for so long as it owns any Registrable Securities and such of its respective successors and permitted assigns (including any permitted transferees of Registrable Securities) who acquire or are otherwise the transferee of Registrable Securities, directly or indirectly, from such Initial Holder (or any subsequent Holder), for so long as such successors and permitted assigns own any Registrable Securities.

"Holders' Counsel" shall mean one firm of legal counsel (per registration) representing the Holders of Registrable Securities participating in such registration, which counsel shall be selected (i) in the case of a Demand Registration, by the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request, and
(ii) in all other cases, by the Majority Holders of the Registration.

"Incidental Registration" shall mean a registration required to be effected by the Company pursuant to Section 2.2.

"Incidental Registration Statement" shall mean a registration statement of the Company which covers the Registrable Securities requested to be included therein pursuant to the provisions of Section 2.2 and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Initial Holder" shall mean Viacom.

"Initiating Holders" shall mean, with respect to a particular registration, the Holders who initiated the Request for such registration.

"Inspectors" shall have the meaning set forth in Section 4.1(g).

"Majority Holders" shall mean one or more Holders of Registrable Securities who would hold a majority of the Registrable Securities then outstanding.

"Majority Holders of the Registration" shall mean, with respect to a particular registration, one or more Holders of Registrable Securities who would hold a majority of the Registrable Securities to be included in such registration.

"NASD" shall mean the National Association of Securities Dealers, Inc.

"Person" shall mean any individual, firm, partnership, corporation, trust, joint venture, association, joint stock company, limited liability company, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof, and shall include any successor (by merger or otherwise) of such entity.

"Prospectus" shall mean the prospectus included in a Registration Statement (including, without limitation, any preliminary prospectus and any prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated under the Securities Act), and any such

Prospectus as amended or supplemented by any prospectus supplement, and all other amendments and supplements to such Prospectus, including post-effective amendments, and in each case including all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Registrable Securities" shall mean (i) the Common Shares issued pursuant to the Purchase Agreement and (ii) any other securities of the Company (or any successor or assign of the Company, whether by merger, consolidation, sale of assets or otherwise) which may be issued or issuable with respect to, in exchange for, or in substitution of, the Registrable Securities referenced in clause (i) above by reason of any dividend or stock split, combination of shares, merger, consolidation, recapitalization, reclassification, reorganization, sale of assets or similar transaction. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (A) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities shall have been disposed of in accordance with such registration statement, (B) such securities have been otherwise transferred, a new certificate or other evidence of ownership for them not bearing the legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration under the Securities Act,
(C) such securities shall have ceased to be outstanding, or (D) such securities become eligible for sale under Rule 144(k) without any volume, manner of sale or other restrictions.

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance with this Agreement by the Company and its subsidiaries, including, without limitation, (i) all SEC, stock exchange, NASD and other registration, listing and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws and compliance with the rules of any stock exchange (including fees and disbursements of counsel in connection with such compliance and the preparation of a blue sky memorandum and legal investment survey), (iii) all expenses of any Persons retained by the Company in preparing or assisting in preparing, word processing, printing, distributing, mailing and delivering any Registration Statement, any Prospectus, any underwriting agreements, transmittal letters, securities sales agreements, securities certificates and other documents relating to the performance of or compliance with this Agreement, (iv) the fees and disbursements of counsel for the Company, (v) the fees and disbursements of all independent public accountants (including the expenses of any audit and/or "cold comfort" letters) and the fees and expenses of other Persons, including experts, retained by the Company, (vi) the expenses incurred in connection with making road show presentations and holding meetings with potential investors to facilitate the distribution and sale of Registrable Securities which are customarily borne by the issuer, (vii) any fees and disbursements of underwriters customarily paid by issuers, and (viii) premiums and other costs of policies of insurance against liabilities arising out of the public offering of the Registrable Securities being registered; provided, however, Registration Expenses shall not include discounts and commissions payable to underwriters, selling brokers, dealer managers or other similar Persons engaged in the distribution of any of the Registrable Securities or the fees and disbursements of Holders' Counsel; and provided, further, that in any case where Registration Expenses are not to be borne by the Company, such expenses shall not include salaries of Company personnel or general overhead expenses of the Company, auditing fees, premiums or other expenses relating to liability insurance required by underwriters of the Company or other expenses for the preparation of financial statements or other data normally

prepared by the Company in the ordinary course of its business or which the Company would have incurred in any event.

"Registration Statement" shall mean any registration statement of the Company which covers any Registrable Securities and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference (or deemed to be incorporated by reference) therein.

"Request" shall have the meaning set forth in Section 2.1(a).

"SEC" shall mean the Securities and Exchange Commission, or any

successor agency having jurisdiction to enforce the Securities Act.

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time, and the rules and regulations thereunder, or any successor statute.

"Shelf Registration" shall have the meaning set forth in Section 2.1(a).

"Shelf Registration Period" shall have the meaning set forth in Section 2.3(b).

"Underwriters" shall mean the underwriters, if any, of the offering being registered under the Securities Act.

"Underwritten Offering" shall mean a sale of securities of the Company to an Underwriter or Underwriters for reoffering to the public.

"Withdrawn Demand Registration" shall have the meaning set forth in Section 2.1(a).

"Withdrawn Request" shall have the meaning set forth in Section 2.1(a).

2. REGISTRATION UNDER THE SECURITIES ACT.

2.1 Demand Registration.

(a) Right to Demand Registration. Commencing December 15, 2000, at any time or from time to time when the Shelf Registration Statement provided for in Section 2.3 has not become or is not effective under the Securities Act, the Majority Holders shall have the right to request in writing that the Company register all or part of such Holders' Registrable Securities (a "Request") (which Request shall specify the amount of Registrable Securities intended to be disposed of by such Holders and the intended method or methods of disposition thereof) by filing with the SEC a Demand Registration Statement. As promptly as practicable, but no later than 10 days after receipt of a Request, the Company shall give written notice of such requested registration to all Holders of Registrable Securities. Subject to Section 2.1(b), the Company shall include in a Demand Registration (i) the Registrable Securities intended to be disposed of by the Initiating Holders and (ii) the Registrable Securities intended to be disposed of by any other Holder which shall have made a written request (which request shall specify the amount of Registrable Securities to be registered) to the Company for inclusion thereof in such registration within 20 days after the receipt of such written notice from the Company. The Company shall, as expeditiously as possible following a Request, use its best efforts to cause to be filed with the SEC a Demand Registration Statement providing for the registration under the Securities Act of the Registrable Securities which the Company has been so requested to register by all such Holders, to the extent necessary to permit the disposition of such Registrable Securities so to be registered in accordance with the intended method of disposition thereof specified in such Request (including, without limitation, by means of a shelf registration pursuant to Rule 415 under the Securities Act (a "Shelf Registration") if so requested and if the Company is then eligible to use such a registration). The Company shall use its best efforts to have such Demand Registration Statement declared effective by the SEC as soon as practicable thereafter and to keep such Demand Registration Statement continuously effective for the period specified in Section 4.1(b).

A Request may be withdrawn prior to the filing of the Demand Registration Statement by the Majority Holders of the Registration (a "Withdrawn Request") and a Demand Registration Statement may be withdrawn prior to the effectiveness thereof by the Majority Holders of the Registration (a "Withdrawn Demand Registration"), and such withdrawals shall be treated as a Demand Registration which shall have been effected pursuant to this Section 2.1, unless the Holders of Registrable Securities to be included in such Registration Statement reimburse the Company for its reasonable out-of-pocket Registration Expenses relating to the preparation and filing of such Demand Registration Statement (to the extent actually incurred); provided, however, that if a Withdrawn Request or Withdrawn Demand Registration is made (A) because of a material adverse change in the business, financial condition or prospects of the Company determined, in the case of an Underwritten Offering, by the sole or lead managing Underwriter in its reasonable discretion, or (B) because the sole or lead managing Underwriter advises that the amount of Registrable Securities to be sold in such offering be reduced pursuant to Section 2.1(b) by more than 20% of the Registrable Securities to be included in such Registration Statement, or
(C) because of a postponement of such registration pursuant to Section 2.6, then such withdrawal shall not be treated as a Demand Registration effected pursuant to this Section 2.1 (and shall not be counted toward the number of Demand

Registrations), and the Company shall pay all Registration Expenses in connection therewith. Any Holder requesting inclusion in a Demand Registration may, at any time prior to the effective date of the Demand Registration Statement (and for any reason) revoke such request by delivering written notice to the Company revoking such requested inclusion.

There is no limitation on the number of Demand Registrations pursuant to this Section 2.1 which the Company is obligated to effect. The registration rights granted pursuant to the provisions of this Section 2.1 shall be in addition to the registration rights granted pursuant to the other provisions of
Section 2 hereof.

(b) Priority in Demand Registrations. If a Demand Registration involves an Underwritten Offering, and the sole or lead managing Underwriter, as the case may be, of such Underwritten Offering shall advise the Company in writing (with a copy to each Holder requesting registration) on or before the date five days prior to the date then scheduled for such offering that, in its opinion, the amount of Registrable Securities requested to be included in such Demand Registration exceeds the number which can be sold in such offering within a price range acceptable to the Majority Holders of the Registration (such writing to state the basis of such opinion and the approximate number of Registrable Securities which may be included in such offering), the Company shall include in such Demand Registration, to the extent of the number which the Company is so advised may be included in such offering, the Registrable Securities requested to be included in the Demand Registration by the Holders allocated pro rata in proportion to the number of Registrable Securities requested to be included in such Demand Registration by each of them. In the event the Company shall not, by virtue of this Section 2.1(b), include in any Demand Registration all of the Registrable Securities of any Holder requesting to be included in such Demand Registration, such Holder may, upon written notice to the Company given within five days of the time such Holder first is notified of such matter, reduce the amount of Registrable Securities it desires to have included in such Demand Registration, whereupon only the Registrable Securities, if any, it desires to have included will be so included and the Holders not so reducing shall be entitled to a corresponding increase in the amount of Registrable Securities to be included in such Demand Registration.

(c) Underwriting; Selection of Underwriters. Notwithstanding anything to the contrary contained in Section 2.1(a), if the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request so elect, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of a firm commitment Underwritten Offering; and such Initiating Holders may require that all Persons (including other Holders) participating in such registration sell their Registrable Securities to the Underwriters at the same price and on the same terms of underwriting applicable to the Initiating Holders. If any Demand Registration involves an Underwritten Offering, the sole or managing Underwriters and any additional investment bankers and managers to be used in connection with such registration shall be selected by the Company, subject to the approval of the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request (such approval not to be unreasonably withheld).

(d) Registration of Other Securities. Whenever the Company shall effect a Demand Registration, no securities other than the Registrable Securities shall be covered by such

registration unless the Majority Holders shall have consented in writing to the inclusion of such other securities.

(e) Effective Registration Statement; Suspension. A Demand Registration Statement shall not be deemed to have become effective (and the related registration will not be deemed to have been effected) (i) unless it has been declared effective by the SEC and remains effective in compliance with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Demand Registration Statement for the time period specified in Section 4.1(b), (ii) if the offering of any Registrable Securities pursuant to such Demand Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, or (iii) if, in the case of an Underwritten Offering, the conditions to closing specified in an underwriting agreement to which the Company is a party are not satisfied other than by the sole reason of any breach or failure by the Holders of Registrable Securities or are not otherwise waived.

(f) Other Registrations. During the period (i) beginning on the date of a Request and (ii) ending on the date that is 90 days after the date that a Demand Registration Statement filed pursuant to such Request has been declared effective by the SEC or, if the Holders shall withdraw such Request or such Demand Registration Statement, on the date of such Withdrawn Request or such Withdrawn Demand Registration, the Company shall not, without the consent of the Majority Holders, file a registration statement (other than a registration statement on Form S-4 or S-8 or any successor form to such forms) pertaining to any other securities of the Company.

(g) Registration Statement Form. Registrations under this Section 2.1 shall be on such appropriate registration form of the SEC (i) as shall be selected by the Initiating Holders holding a majority of the Registrable Securities for which registration was requested in the Request and as shall be reasonably acceptable to the Company, and (ii) which shall be available for the sale of Registrable Securities in accordance with the intended method of disposition specified in the requests for registration; provided, however, that if the Company is then a registrant entitled to use Form S-3 or any successor form thereto to register such securities, such registration shall be effected on such form. The Company agrees to include in any such Registration Statement all information which any selling Holder, upon advice of counsel, shall reasonably request.

2.2 Incidental Registration.

(a) Right to Include Registrable Securities. If the Company at any time or from time to time proposes to register any of its equity securities under the Securities Act (other than in a registration on Form S-4 or S-8 or any successor form to such forms and other than pursuant to Section 2.1 or 2.3) whether or not pursuant to registration rights granted to other holders of its securities and whether or not for sale for its own account, the Company shall deliver prompt written notice (which notice shall be given at least 30 days prior to such proposed registration) to all Holders of Registrable Securities of its intention to undertake such registration, describing in reasonable detail the proposed registration and distribution (including the anticipated range of the proposed offering price, the class and number of securities proposed to be registered and the distribution arrangements) and of such Holders' right to participate in such registration under this Section 2.2 as hereinafter provided. Subject to the other provisions of this paragraph (a) and Section 2.2(b), upon the written request of any Holder made within 20 days after the receipt of such written notice (which request shall specify the amount of Registrable Securities to be registered), the Company shall effect the registration under the Securities Act of all Registrable Securities requested by Holders to be so registered (an "Incidental Registration"), to the extent requisite to permit the disposition of the Registrable Securities so to be registered, by inclusion of such Registrable Securities in the Registration Statement which covers the securities which the Company proposes to register and shall cause such Registration Statement to become and remain effective with respect to such Registrable Securities in accordance with the registration procedures set forth in Section 4. If an Incidental Registration involves an Underwritten Offering, immediately upon notification to the Company from the Underwriter of the price at which such securities are to be sold, the Company shall so advise each participating Holder. The Holders requesting inclusion in an Incidental Registration may, at any time prior to the effective date of the Incidental Registration Statement (and for any reason), revoke such request by delivering written notice to the Company revoking such requested inclusion.

If at any time after giving written notice of its intention to register any securities and prior to the effective date of the Incidental Registration Statement filed in connection with such registration, the Company shall determine for any reason not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each Holder of Registrable Securities and, thereupon, (A) in the case of a determination not to register, the Company shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the Registration Expenses incurred in connection therewith), without prejudice, however, to the rights of Holders to cause such registration to be effected as a registration under Section 2.1 or 2.3, and (B) in the case of a determination to delay such registration, the Company shall be permitted to delay the registration of such Registrable Securities for the same period as the delay in registering such other securities; provided, however, that if such delay shall extend beyond 120 days from the date the Company received a request to include Registrable Securities in such Incidental Registration, then the Company shall again give all Holders the opportunity to participate therein and shall follow the notification procedures set forth in the preceding paragraph. There is no limitation on the number of such Incidental Registrations pursuant to this Section 2.2 which the Company is obligated to effect.

The registration rights granted pursuant to the provisions of this
Section 2.2 shall be in addition to the registration rights granted pursuant to the other provisions of Section 2 hereof.

(b) Priority in Incidental Registration. If an Incidental Registration involves an Underwritten Offering (on a firm commitment basis), and the sole or the lead managing Underwriter, as the case may be, of such Underwritten Offering shall advise the Company in writing (with a copy to each Holder requesting registration) on or before the date five days prior to the date then scheduled for such offering that, in its opinion, the amount of securities (including Registrable Securities) requested to be included in such registration exceeds the amount which can be sold in such offering without materially interfering with the successful marketing of the securities being offered (such writing to state the basis of such opinion and the approximate number of such securities which may be included in such offering without such effect), the Company shall include in such registration, to the extent of the number which the Company is so advised may be included in such offering without such effect, (i) in the case of a registration initiated by the Company, (A) first, the securities that the Company proposes to register for its own account, (B) second, the Registrable Securities requested to be included in such registration by the Holders, allocated pro rata in proportion to the number of Registrable Securities requested to be included in such registration by each of them, and (C) third, other securities of the Company to be registered on behalf of any other Person, and (ii) in the case of a registration initiated by a Person other than the Company, (A) first, the securities requested to be included in such registration by any Persons initiating such registration, allocated pro rata in proportion to the number of securities requested to be included in such registration by each of them, (B) second, the Registrable Securities requested to be included in such registration by the Holders, allocated pro rata in proportion to the number of Registrable Securities requested to be included in such registration by each of them, (C) third, if the Company was not the Person initiating such registration, the securities that the Company proposes to register for its own account, and (D) fourth, other securities of the Company to be registered on behalf of any other Person; provided, however, that in the event the Company will not, by virtue of this Section 2.2(b), include in any such registration all of the Registrable Securities of any Holder requested to be included in such registration, such Holder may, upon written notice to the Company given within three days of the time such Holder first is notified of such matter, reduce the amount of Registrable Securities it desires to have included in such registration, whereupon only the Registrable Securities, if any, it desires to have included will be so included and the Holders not so reducing shall be entitled to a corresponding increase in the amount of Registrable Securities to be included in such registration.

2.3 Shelf Registration Statement.

(a) The Company: (A) shall cause to be filed with the SEC, on or before November 1, 2000, a shelf registration statement (the "Shelf Registration Statement") on an appropriate form under the Securities Act, relating solely to the offer and sale of all the Registrable Securities by the Holders thereof from time to time in accordance with the methods of distribution specified by the Initial Holder as set forth in the Registration Statement and Rule 415 under the Securities Act; and (B) shall use its best efforts to have such Shelf Registration declared effective by the SEC as soon as practicable thereafter, but in no event later than

December 15, 2000; provided, however, that no Holder (other than the Initial Holder) shall be entitled to have the Registrable Securities held by it covered by such Registration Statement unless such Holder agrees in writing to be bound by all the provisions of this Agreement applicable to such Holder.

(b) The Company shall use its best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended in order to permit the Prospectus included therein to be lawfully delivered by the Holders of the Registrable Securities through the date on which all of the Registrable Securities covered by such Shelf Registration may be sold pursuant to Rule 144(k) under the Securities Act (or any successor provision having similar effect) without any volume, manner of sale or other restrictions, or such shorter period that will terminate on the date on which all of the Registrable Securities have been sold pursuant to the Shelf Registration Statement (in any such case, such period being called the "Shelf Registration Period"); provided, however, that prior to the termination of such Shelf Registration, the Company shall first furnish to each Holder of Registrable Securities participating in such Shelf Registration (i) an opinion, in form and substance satisfactory to the Majority Holders of the Registration, of counsel for the Company satisfactory to the Majority Holders stating that such Registrable Securities are freely saleable pursuant to Rule 144(k) under the Securities Act (or any successor provision having similar effect) without any volume, manner of sale or other restrictions or (ii) a "No-Action Letter" from the staff of the SEC stating that the SEC would not recommend enforcement action if the Registrable Securities included in such Shelf Registration were sold in a public sale other than pursuant to an effective registration statement. The Company shall be deemed not to have used its best efforts to keep the Registration Statement effective during the Shelf Registration Period if it voluntarily takes any action that would result in Holders of the Registrable Securities covered thereby not being able to offer and sell such Registrable Securities during the Shelf Registration Period, unless such action is required by applicable law.

(c) If at any time the Majority Holders request in writing that all or any part of the Registrable Securities covered by the Shelf Registration Statement be offered by means of a firm commitment Underwritten Offering, the Company shall cause to be filed with the SEC as soon as practicable any necessary or appropriate supplement to the Shelf Registration Statement in order to effect such Underwritten Offering. In such case, the sole or managing Underwriters and any additional investment bankers and managers to be used in connection with such registration shall be selected by the Company, subject to the approval of such Majority Holders (such approval not to be unreasonably withheld).

2.4 Expenses. The Company shall pay all Registration Expenses in connection with any Demand Registration, Incidental Registration, or Shelf Registration, whether or not such registration shall become effective and whether or not all Registrable Securities originally requested to be included in such registration are withdrawn or otherwise ultimately not included in such registration, except as otherwise provided with respect to a Withdrawn Request and a Withdrawn Demand Registration in Section 2.1(a). Each Holder shall pay all discounts and commissions payable to underwriters, selling brokers, managers or other similar Persons engaged in the distribution of such Holder's Registrable Securities pursuant to any registration pursuant to this Section 2.

2.5 Underwritten Offerings.

(a) Underwritten Offerings. If requested by the sole or lead managing Underwriter for any Underwritten Offering effected pursuant to a Demand Registration or the Shelf Registration Statement, the Company shall enter into a customary underwriting agreement with the Underwriters for such offering, such agreement to be reasonably satisfactory in substance and form to the Company and to each Holder of Registrable Securities participating in such offering, and to contain such representations and warranties by the Company and such other terms as are customary in agreements of that type, including, without limitation, indemnification and contribution to the effect and to the extent provided in
Section 5.

(b) Holders of Registrable Securities to be Parties to Underwriting
Agreement. The Holders of Registrable Securities to be distributed by Underwriters in an Underwritten Offering contemplated by Section 2 shall be parties to the underwriting agreement between the Company and such Underwriters and may, at such Holders' option, require that any or all of the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such Underwriters shall also be made to and for the benefit of such Holders of Registrable Securities and that any or all of the conditions precedent to the obligations of such Underwriters under such underwriting agreement be conditions precedent to the obligations of such Holders of Registrable Securities; provided, however, that the Company shall not be required to make any representations or warranties with respect to written information specifically provided by a selling Holder for inclusion in the Registration Statement. No Holder shall be required to make any representations or warranties to, or agreements with, the Company or the Underwriters other than representations, warranties or agreements regarding such Holder and such Holder's Registrable Securities.

(c) Participation in Underwritten Registration. Notwithstanding anything herein to the contrary, no Person may participate in any underwritten registration hereunder unless such Person (i) agrees to sell its securities on the same terms and conditions provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangement and (ii) accurately completes and executes in a timely manner all questionnaires, powers of attorney, indemnities, custody agreements, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

(d) Limitations on Underwritten Offerings. In no event shall the Company be required to effect more than two (2) Underwritten Offerings pursuant to this Agreement (whether as a Demand Registration pursuant to Section 2.1(a) or a Shelf Registration Statement pursuant to Section 2.3), provided, however, that such Holders shall be entitled to an additional Underwritten Offering in the event any Underwritten Offering by the Holders under this Agreement is cut back for any reason.

2.6 Postponements. The Company shall be entitled to postpone a Demand Registration and to require the Holders of Registrable Securities to discontinue the disposition of their securities covered by a Shelf Registration during any Blackout Period (as defined below) (i) if the Board of Directors of the Company determines in good faith that effecting such a registration or continuing such disposition at such time would have an adverse effect upon a proposed sale of all (or substantially all) of the assets of the Company or a merger,

reorganization, recapitalization or similar current transaction materially affecting the capital, structure or equity ownership of the Company, or (ii) if the Company is in possession of material information which the Board of Directors of the Company determines in good faith is not in the best interests of the Company to disclose in a registration statement at such time provided, however, that the Company may delay a Demand Registration and require the Holders of Registrable Securities to discontinue the disposition of their securities covered by a Shelf Registration only for a reasonable period of time not to exceed 90 days (or such earlier time as such transaction is consummated or no longer proposed or the material information has been made public) (the "Blackout Period"); provided, further, that the effectiveness period shall be extended by the number of days in any Blackout Period to the extent that the Registration Statement already was effective at the commencement of the Blackout Period. There shall not be more than one Blackout Period in any 12 month period. The Company shall promptly notify the Holders in writing (a "Blackout Notice") of any decision to postpone a Demand Registration or to discontinue sales of Registrable Securities covered by a Shelf Registration pursuant to this Section 2.6 and shall include an undertaking by the Company to promptly notify the Holders as soon as a Demand Registration may be effected or sales of Registrable Securities covered by a Shelf Registration may resume. In making any such determination to initiate or terminate a Blackout Period, the Company shall not be required to consult with or obtain the consent of any Holder, and any such determination shall be the Company's sole responsibility. Each Holder shall treat all notices received from the Company pursuant to this Section 2.6 in the strictest confidence and shall not disseminate such information. If the Company shall postpone the filing of a Demand Registration Statement pursuant to this
Section 2.6, the Majority Holders shall have the right to withdraw the request for registration. Any such withdrawal shall be made by giving written notice to the Company within 30 days after receipt of the Blackout Notice. Such withdrawn registration request shall not be treated as a Demand Registration effected pursuant to Section 2.1 (and shall not be counted towards the number of Demand Registrations effected), and the Company shall pay all Registration Expenses in connection therewith.

3. RESTRICTIONS ON SALE.

3.1 Restrictions on Sale by Holders of Common Shares.

(a) Each of the Holders agrees not to sell, transfer or otherwise dispose of any Shares to any Person other than an Affiliate of such Holder, except in accordance with the following schedule:

Date	Maximum percentage of Common Shares which the Holders may sell, transfer or otherwise dispose of following such date
November 1, 2000	50%
March 16, 2001	100%

(b) If the Company shall at any time hereafter provide to any holder of any securities of the Company restrictions with respect to the sale of such securities on terms or conditions more favorable to such holder than the terms and conditions provided in this Agreement, the Company shall provide (by way of amendment to this Agreement or otherwise) such more favorable terms or conditions to the Holders.

3.2 Offers to the Company. Notwithstanding Section 3.1(a) hereof, in the event that USA Cable's appeal of the decision rendered by the trial court on June 27, 2000 (the "Decision") in that certain Civil Action No. 17983 in the Court of Chancery of the State of Delaware in and for the New Castle County (USA Cable v. World Wrestling Federation Entertainment, Inc., Viacom Inc. and CBS Corporation) results in a final nonappealable judgment that is, in substance, favorable to USA Cable (a "Final Adverse Judgment"), Viacom may, for a period of thirty (30) days after the entry of the Final Adverse Judgment, offer to sell all (but no less than all) of the Common Shares to the Company at a purchase price equal to $13.00 per share (such Common Shares and purchase price subject to normal adjustment upon the occurrence of any event described in clause (ii) of the definition of Registrable Securities), and the Company shall purchase such Common Shares at such purchase price from Viacom.

3.3 Restrictions on Sale by the Company and Others. The Company agrees that (i) if timely requested in writing by the sole or lead managing Underwriter in an Underwritten Offering of any Registrable Securities, it will not make any short sale of, loan, grant any option for the purchase of or effect any public sale or distribution of any of the Company's equity securities (or any security convertible into or exchangeable or exercisable for any of the Company's equity securities) during the nine business days (as such term is used in Rule 10b-6 under the Exchange Act) prior to, and during the time period reasonably requested by the sole or lead managing Underwriter not to exceed 90 days, beginning on the effective date of the applicable Registration Statement (except as part of such underwritten registration or pursuant to registrations on Forms S-4 or S-8 or any successor form to such forms), and (ii) it will cause each officer and director of the Company and each Affiliate that holds 5% or more of equity securities (or any security convertible into or exchangeable or exercisable for any of its equity securities) of the Company purchased from the Company at any time after the date of this Agreement (other than in a registered public offering) to so agree.

4. REGISTRATION PROCEDURES.

4.1 Obligations of the Company. Subject to Section 2.6, whenever the Company is required to effect the registration of Registrable Securities under the Securities Act pursuant to Section 2 of this Agreement, the Company shall, as expeditiously as possible:

(a) prepare and file with the SEC (promptly, and in any event within 60 days after receipt of a request to register Registrable Securities) the requisite Registration Statement to effect such registration, which Registration Statement shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and the Company shall use its best efforts to cause such Registration Statement to become effective (provided, that the Company may discontinue any registration of its securities that are not Registrable Securities, and, under the circumstances specified in Section 2.2, its securities that are Registrable Securities); provided, however, that before filing a Registration Statement or Prospectus or any amendments or supplements thereto, or comparable statements under securities or blue sky laws of any jurisdiction, the Company shall (i) provide Holders' Counsel and any other Inspector with an adequate and appropriate opportunity to participate in the preparation of such Registration Statement and each Prospectus included therein (and each amendment or supplement thereto or comparable statement) to be

filed with the SEC, which documents shall be subject to the review and comment of Holders' Counsel, and (ii) not file any such Registration Statement or Prospectus (or amendment or supplement thereto or comparable statement) with the SEC to which Holder's Counsel, any selling Holder or any other Inspector shall have reasonably objected on the grounds that such filing does not comply in all material respects with the requirements of the Securities Act or of the rules or regulations thereunder;

(b) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary (i) to keep such Registration Statement effective, and (ii) to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement, in each case until such time as all of such Registrable Securities have been disposed of in accordance with the intended methods of disposition set forth in such Registration Statement; provided, that except with respect to any Shelf Registration, such period need not extend beyond six months after the effective date of the Registration Statement; and provided, further, that with respect to any Shelf Registration, such period need not extend beyond the time period provided in Section 2.3, and which periods, in any event, shall terminate when all Registrable Securities covered by such Registration Statement have been sold
(but not before the expiration of the 90 day period referred to in Section 4(3)
of the Securities Act and Rule 174 thereunder, if applicable);

(c) furnish, without charge, to each selling Holder of such Registrable Securities and each Underwriter, if any, of the securities covered by such Registration Statement, such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits), and the Prospectus included in such Registration Statement (including each preliminary Prospectus) in conformity with the requirements of the Securities Act, and other documents, as such selling Holder and Underwriter may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such selling Holder (the Company hereby consenting to the use in accordance with applicable law of each such Registration Statement (or amendment or post-effective amendment thereto) and each such Prospectus (or preliminary prospectus or supplement thereto) by each such selling Holder of Registrable Securities and the Underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by such Registration Statement or Prospectus);

(d) prior to any public offering of Registrable Securities, use its best efforts to register or qualify all Registrable Securities and other securities covered by such Registration Statement under such other securities or blue sky laws of such jurisdictions as any selling Holder of Registrable Securities covered by such Registration Statement or the sole or lead managing Underwriter, if any, may reasonably request to enable such selling Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such selling Holder and to continue such registration or qualification in effect in each such jurisdiction for as long as such Registration Statement remains in effect (including through new filings or amendments or renewals), and do any and all other acts and things which may be necessary or advisable to enable any such selling Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such selling Holder; provided, however, that the Company shall not be required to (i) qualify generally to do business in any jurisdiction where it would not

otherwise be required to qualify but for this Section 4.1(d), (ii) subject itself to taxation in any such jurisdiction, or (iii) consent to general service of process in any such jurisdiction;

(e) use its best efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary to enable the selling Holders of such Registrable Securities to consummate the disposition of such Registrable Securities;

(f) promptly notify Holders' Counsel, each Holder of Registrable Securities covered by such Registration Statement and the sole or lead managing Underwriter, if any: (i) when the Registration Statement, any pre-effective amendment, the Prospectus or any prospectus supplement related thereto or post- effective amendment to the Registration Statement has been filed and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the SEC or any state securities or blue sky authority for amendments or supplements to the Registration Statement or the Prospectus related thereto or for additional information, (iii) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation or threat of any proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or blue sky laws of any jurisdiction or the initiation of any proceeding for such purpose, (v) of the existence of any fact of which the Company becomes aware or the happening of any event which results in (A) the Registration Statement containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein not misleading, or (B) the Prospectus included in such Registration Statement containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statements therein, in the light of the circumstances under which they were made, not misleading, (vi) if at any time the representations and warranties contemplated by Section 2.5(b) cease to be true and correct in all material respects, and (vii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate or that there exists circumstances not yet disclosed to the public which make further sales under such Registration Statement inadvisable pending such disclosure and post-effective amendment; and, if the notification relates to an event described in any of the clauses (ii) through (vii) of this
Section 4.1, the Company shall promptly prepare a supplement or post-effective amendment to such Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that
(1) such Registration Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (2) as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading (and shall furnish to each such Holder and each Underwriter, if any, a reasonable number of copies of such Prospectus so supplemented or amended); and if the notification relates to an event described in clause (iii) of this Section 4.1(f), the Company shall take all reasonable action required to prevent the entry of such stop order or to remove it if entered;

(g) make available for inspection by any selling Holder of Registrable Securities, any sole or lead managing Underwriter participating in any disposition pursuant to such Registration Statement, Holders' Counsel and any attorney, accountant or other agent retained by any such seller or any Underwriter (each, an "Inspector" and, collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company and any subsidiaries thereof as may be in existence at such time (collectively, the "Records") as shall be necessary, in the opinion of such Holders' and such Underwriters' respective counsel, to enable them to exercise their due diligence responsibility and to conduct a reasonable investigation within the meaning of the Securities Act, and cause the Company's and any subsidiaries' officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Inspectors in connection with such Registration Statement;

(h) obtain an opinion from the Company's counsel and a "cold comfort" letter from the Company's independent public accountants who have certified the Company's financial statements included or incorporated by reference in such Registration Statement, in each case dated the effective date of such Registration Statement (and if such registration involves an Underwritten Offering, dated the date of the closing under the underwriting agreement), in customary form and covering such matters as are customarily covered by such opinions and "cold comfort" letters delivered to underwriters in underwritten public offerings, which opinion and letter shall be reasonably satisfactory to the sole or lead managing Underwriter, if any, and to the Majority Holders, and furnish to each Holder participating in the offering and to each Underwriter, if any, a copy of such opinion and letter addressed to such Holder (in the case of the opinion) and Underwriter (in the case of the opinion and the "cold comfort" letter);

(i) provide and cause to be maintained a transfer agent and registrar for all such Registrable Securities covered by such Registration Statement not later than the effectiveness of such Registration Statement;

(j) otherwise use its best efforts to comply with all applicable rules and regulations of the SEC and any other governmental agency or authority having jurisdiction over the offering, and make available to its security holders, as soon as reasonably practicable but no later than 90 days after the end of any 12-month period, an earnings statement (i) commencing at the end of any month in which Registrable Securities are sold to Underwriters in an Underwritten Offering and (ii) commencing with the first day of the Company's calendar month next succeeding each sale of Registrable Securities after the effective date of a Registration Statement, which statement shall cover such 12- month periods, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(k) if so requested by the Majority Holders of the Registration, use its best efforts to cause all such Registrable Securities to be listed (i) on each national securities exchange on which the Company's securities are then listed or (ii) if securities of the Company are not at the time listed on any national securities exchange (or if the listing of Registrable Securities is not permitted under the rules of each national securities exchange on which the Company's securities are then listed), on a national securities exchange or The Nasdaq Stock Market's National Market, as designated by the Majority Holders;

(l) keep each selling Holder of Registrable Securities advised in writing as to the initiation and progress of any registration under Section 2 hereunder;

(m) enter into and perform customary agreements (including, if applicable, an underwriting agreement in customary form) and provide officers' certificates and other customary closing documents;

(n) cooperate with each selling Holder of Registrable Securities and each Underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the NASD and make reasonably available its employees and personnel and otherwise provide reasonable assistance to the Underwriters (taking into account the needs of the Company's businesses and the requirements of the marketing process) in the marketing of Registrable Securities in any Underwritten Offering;

(o) furnish to each Holder participating in the offering and the sole or lead managing Underwriter, if any, without charge, at least one manually-signed copy of the Registration Statement and any post-effective amendments thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those deemed to be incorporated by reference);

(p) cooperate with the selling Holders of Registrable Securities and the sole or lead managing Underwriter, if any, to facilitate the timely preparation and delivery of certificates not bearing any restrictive legends representing the Registrable Securities to be sold, and cause such Registrable Securities to be issued in such denominations and registered in such names in accordance with the underwriting agreement prior to any sale of Registrable Securities to the Underwriters or, if not an Underwritten Offering, in accordance with the instructions of the selling Holders of Registrable Securities at least three business days prior to any sale of Registrable Securities;

(q) if requested by the sole or lead managing Underwriter or any selling Holder of Registrable Securities, immediately incorporate in a prospectus supplement or post-effective amendment such information concerning such Holder of Registrable Securities, or the Underwriters or the intended method of distribution as the sole or lead managing Underwriter or the selling Holder of Registrable Securities reasonably requests to be included therein and as is appropriate in the reasonable judgment of the Company, including, without limitation, information with respect to the number of shares of the Registrable Securities being sold to the Underwriters, the purchase price being paid therefor by such Underwriters and with respect to any other terms of the Underwritten Offering of the Registrable Securities to be sold in such offering; make all required filings of such Prospectus supplement or post-effective amendment as soon as notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment; and supplement or make amendments to any Registration Statement if requested by the sole or lead managing Underwriter of such Registrable Securities; and

(r) use its best efforts to take all other steps necessary to expedite or facilitate the registration and disposition of the Registrable Securities contemplated hereby.

4.2 Seller Information. The Company may require each selling Holder of Registrable Securities as to which any registration is being effected to furnish to the Company such information regarding such Holder, such Holder's Registrable Securities and such Holder's intended method of disposition as the Company may from time to time reasonably request in writing; provided that such information shall be used only in connection with such registration.

If any Registration Statement or comparable statement under "blue sky" laws refers to any Holder by name or otherwise as the Holder of any securities of the Company, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to such Holder and the Company, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Company, and (ii) in the event that such reference to such Holder by name or otherwise is not in the judgment of the Company, as advised by counsel, required by the Securities Act or any similar federal statute or any state "blue sky" or securities law then in force, the deletion of the reference to such Holder.

4.3 Notice to Discontinue. Each Holder of Registrable Securities agrees by acquisition of such Registrable Securities that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4.1(f)(ii) through (vii), such Holder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 4.1(f) and, if so directed by the Company, such Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Holder's possession of the Prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement (including, without limitation, the period referred to in Section 4.1(b)) by the number of days during the period from and including the date of the giving of such notice pursuant to Section 4.1(f) to and including the date when the Holder shall have received the copies of the supplemented or amended prospectus contemplated by and meeting the requirements of Section 4.1(f).

5. INDEMNIFICATION; CONTRIBUTION.

5.1 Indemnification by the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, members, shareholders, employees, Affiliates and agents (collectively, "Agents") and each Person who controls such Holder (within the meaning of the Securities Act) and its Agents with respect to each registration which has been effected pursuant to this Agreement, against any and all losses, claims, damages or liabilities, joint or several, actions or proceedings (whether commenced or threatened) in respect thereof, and expenses (as incurred or suffered and including, but not limited to, any and all expenses incurred in investigating, preparing or defending any litigation or proceeding, whether commenced or threatened, and the reasonable fees, disbursements and other charges of legal counsel) in respect thereof (collectively, "Claims"), insofar as such Claims arise out of or are based upon any untrue

or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (including any preliminary, final or summary prospectus and any amendment or supplement thereto) related to any such registration or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of the Securities Act or any rule or regulation thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, or any qualification or compliance incident thereto; provided, however, that the Company will not be liable in any such case to the extent that any such Claims arise out of or are based upon any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact so made in reliance upon and in conformity with written information furnished to the Company in an instrument duly executed by such Holder specifically stating that it was expressly for use therein. The Company shall also indemnify any Underwriters of the Registrable Securities, their Agents and each Person who controls any such Underwriter (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Holders of Registrable Securities. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any Person who may be entitled to indemnification pursuant to this Section 5 and shall survive the transfer of securities by such Holder or Underwriter.

5.2 Indemnification by Holders. Each Holder, if Registrable Securities held by it are included in the securities as to which a registration is being effected, agrees to, severally and not jointly, indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers, each other Person who participates as an Underwriter in the offering or sale of such securities and its Agents and each Person who controls the Company or any such Underwriter (within the meaning of the Securities Act) and its Agents against any and all Claims, insofar as such Claims arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement or Prospectus (including any preliminary, final or summary prospectus and any amendment or supplement thereto) related to such registration, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company in an instrument duly executed by such Holder specifically stating that it was expressly for use therein; provided, however, that the aggregate amount which any such Holder shall be required to pay pursuant to this Section 5.2 shall in no event be greater than the amount of the net proceeds received by such Holder upon the sale of the Registrable Securities pursuant to the Registration Statement giving rise to such Claims less all amounts previously paid by such Holder with respect to any such Claims. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified party and shall survive the transfer of such securities by such Holder or Underwriter.

5.3 Conduct of Indemnification Proceedings. Promptly after receipt by an indemnified party of notice of any Claim or the commencement of any action or proceeding involving a Claim under this Section 5, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party pursuant to Section 5, (i) notify the indemnifying party in writing of the Claim or the commencement of such action or proceeding; provided, that the failure of any indemnified party to provide such notice shall not relieve the indemnifying

party of its obligations under this Section 5, except to the extent the indemnifying party is materially and actually prejudiced thereby and shall not relieve the indemnifying party from any liability which it may have to any indemnified party otherwise than under this Section 5, and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any indemnified party shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (A) the indemnifying party has agreed in writing to pay such fees and expenses, (B) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such indemnified party within 10 days after receiving notice from such indemnified party that the indemnified party believes it has failed to do so, (C) in the reasonable judgment of any such indemnified party, based upon advice of counsel, a conflict of interest may exist between such indemnified party and the indemnifying party with respect to such claims (in which case, if the indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such indemnified party) or (D) such indemnified party is a defendant in an action or proceeding which is also brought against the indemnifying party and reasonably shall have concluded that there may be one or more legal defenses available to such indemnified party which are not available to the indemnifying party. No indemnifying party shall be liable for any settlement of any such claim or action effected without its written consent, which consent shall not be unreasonably withheld. In addition, without the consent of the indemnified party (which consent shall not be unreasonably withheld), no indemnifying party shall be permitted to consent to entry of any judgment with respect to, or to effect the settlement or compromise of any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim), unless such settlement, compromise or judgment (1) includes an unconditional release of the indemnified party from all liability arising out of such action or claim, (2) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party, and (3) does not provide for any action on the part of any party other than the payment of money damages which is to be paid in full by the indemnifying party.

5.4 Contribution. If the indemnification provided for in Section 5.1 or 5.2 from the indemnifying party for any reason is unavailable to (other than by reason of exceptions provided therein), or is insufficient to hold harmless, an indemnified party hereunder in respect of any Claim, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such Claim in such proportion as is appropriate to reflect the relative fault of the indemnifying party, on the one hand, and the indemnified party, on the other hand, in connection with the actions which resulted in such Claim, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or relates to information supplied by, such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. If, however, the foregoing allocation is not permitted by applicable law, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in

such proportion as is appropriate to reflect not only such relative faults but also the relative benefits of the indemnifying party and the indemnified party as well as any other relevant equitable considerations.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.4 were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by a party as a result of any Claim referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth in Section 5.3, any legal or other fees, costs or expenses reasonably incurred by such party in connection with any investigation or proceeding. Notwithstanding anything in this Section 5.4 to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this
Section 5.4 to contribute any amount in excess of the net proceeds received by such indemnifying party from the sale of the Registrable Securities pursuant to the Registration Statement giving rise to such Claims, less all amounts previously paid by such indemnifying party with respect to such Claims. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(a) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

5.5 Other Indemnification. Indemnification similar to that specified in the preceding Sections 5.1 and 5.2 (with appropriate modifications) shall be given by the Company and each selling Holder of Registrable Securities with respect to any required registration or other qualification of securities under any Federal or state law or regulation of any governmental authority, other than the Securities Act. The indemnity agreements contained herein shall be in addition to any other rights to indemnification or contribution which any indemnified party may have pursuant to law or contract.

5.6 Indemnification Payments. The indemnification and contribution required by this Section 5 shall be made by periodic payments of the amount thereof during the course of any investigation or defense, as and when bills are received or any expense, loss, damage or liability is incurred.

6. GENERAL.

6.1 Adjustments Affecting Registrable Securities. The Company agrees that it shall not effect or permit to occur any combination or subdivision of shares which would materially adversely affect the ability of the Holder of any Registrable Securities to include such Registrable Securities in any registration contemplated by this Agreement or the marketability of such Registrable Securities in any such registration.

6.2 Registration Rights to Others. Other than as set forth on Schedule A attached hereto, the Company is not party to any agreement with respect to its securities granting any registration rights to any Person. If the Company shall at any time hereafter provide to any holder of any securities of the Company rights with respect to the registration of such securities under the Securities Act, (i) such rights shall not be in conflict with or adversely affect any of the rights provided in this Agreement to the Holders and (ii) if such rights are provided on terms or conditions more favorable to such holder than the terms and conditions provided in this

Agreement, the Company shall provide (by way of amendment to this Agreement or otherwise) such more favorable terms or conditions to the Holders.

6.3 Availability of Information. The Company covenants that it shall timely file any reports required to be filed by it under the Securities Act or the Exchange Act (including, but not limited to, the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c) of Rule 144 under the Securities Act), and that it shall take such further action as any Holder of Registrable Securities may reasonably request, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (ii) any other rule or regulation now existing or hereafter adopted by the SEC. Upon the request of any Holder of Registrable Securities, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements.

6.4 Amendments and Waivers. The provisions of this Agreement may not be amended, modified, supplemented or terminated, and waivers or consents to departures from the provisions hereof may not be given, without the written consent of the Company and the Holders holding more than 50% of the Registrable Securities then outstanding; provided, however, that no such amendment, modification, supplement, waiver or consent to departure shall reduce the aforesaid percentage of Registrable Securities without the written consent of all of the Holders of Registrable Securities; and provided, further, that nothing herein shall prohibit any amendment, modification, supplement, termination, waiver or consent to departure the effect of which is limited only to those Holders who have agreed to such amendment, modification, supplement, termination, waiver or consent to departure.

6.5 Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, telecopier, any courier guaranteeing overnight delivery or first class registered or certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address set forth below or such other address as may hereafter be designated in writing by such party to the other parties in accordance with the provisions of this Section:

(i) If to the Company, to:

World Wrestling Federation Entertainment, Inc. 1241 East Main Street
P.O. Box 3857
Stamford, CT 06902
Attn: Edward L. Kaufman
Telecopy: 203-353-0236
Telephone: 203-352-8786

With a copy to:

Kirkpatrick & Lockhart LLP Henry W. Oliver Building

535 Smithfield Street
Pittsburgh, PA 15222-2312 Attn: W. Henry Snyder, Esq.

Telecopy: 412-355-6501

Telephone: 412-355-6720

(ii) If to the Initial Holder, to:

Viacom Inc.
1515 Broadway
New York, NY 10036
Attn: General Counsel
Telecopy: 212-258-6070
Telephone: 212-258-6099

(iii) If to any subsequent Holder, to the address of such Person set forth in the records of the Company.

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; when receipt is acknowledged, if telecopied; on the next business day, if timely delivered to a courier guaranteeing overnight delivery; and five days after being deposited in the mail, if sent first class or certified mail, return receipt requested, postage prepaid.

6.6 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Any Holder may assign to any Affiliate or to any other transferee of at least 350,000 Common Shares (subject to any adjustment for stock splits, dividends, recapitalizations and similar corporate events) (other than a transferee that acquires such Registrable Securities in a registered public offering or pursuant to a sale under Rule 144 of the Securities Act (or any successor rule)), its rights and obligations under this Agreement; provided, however, if any such transferee shall take and hold Registrable Securities, such transferee shall promptly notify the Company and by taking and holding such Registrable Securities such transferee shall automatically be entitled to receive the benefits of and be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement as if it were a party hereto (and shall, for all purposes, be deemed a Holder under this Agreement). If the Company shall so request, any successor or permitted assign (including any permitted transferee) shall agree in writing to acquire and hold the Registrable Securities subject to all of the terms hereof. For purposes of this Agreement, "successor" for any entity other than a natural person shall mean a successor to such entity as a result of such entity's merger, consolidation, sale of substantially all of its assets, or similar transaction. Except as provided above or otherwise permitted by this Agreement, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any Holder or by the Company without the consent of the other parties hereto.

6.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all of which counterparts, taken together, shall constitute one and the same instrument.

6.8 Descriptive Headings, Etc. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein. Unless the context of this Agreement otherwise requires: (1) words of any gender shall be deemed to include each other gender; (2) words using the singular or plural number shall also include the plural or singular number, respectively; (3) the words "hereof', "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and paragraph references are to the Sections and paragraphs of this Agreement unless otherwise specified; (4) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified; (5) "or" is not exclusive; and (6) provisions apply to successive events and transactions.

6.9 Severability. In the event that any one or more of the provisions, paragraphs, words, clauses, phrases or sentences contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision, paragraph, word, clause, phrase or sentence in every other respect and of the other remaining provisions, paragraphs, words, clauses, phrases or sentences hereof shall not be in any way impaired, it being intended that all rights, powers and privileges of the parties hereto shall be enforceable to the fullest extent permitted by law.

6.10 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

6.11 Remedies; Specific Performance. The parties hereto acknowledge that money damages would not be an adequate remedy at law if any party fails to perform in any material respect any of its obligations hereunder, and accordingly agree that each party, in addition to any other remedy to which it may be entitled at law or in equity, shall be entitled to seek to compel specific performance of the obligations of any other party under this Agreement, without the posting of any bond, in accordance with the terms and conditions of this Agreement in any court of the United States or any State thereof having jurisdiction, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law. Except as otherwise provided by law, a delay or omission by a party hereto in exercising any right or remedy accruing upon any such breach shall not impair the right or remedy or constitute a waiver of or acquiescence in any such breach. No remedy shall be exclusive of any other remedy. All available remedies shall be cumulative.

6.12 Entire Agreement. This Agreement and the Purchase Agreement are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings relating to such subject matter, other than those set forth or referred to herein or in the Purchase Agreement. This Agreement and the Purchase Agreement supersede all

prior agreements and understandings between the Company and the other parties to this Agreement with respect to such subject matter.

6.13 Nominees for Beneficial Owners. In the event that any Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its election in writing delivered to the Company, be treated as the holder of such Registrable Securities for purposes of any request or other action by any holder or holders of Registrable Securities pursuant to this Agreement or any determination of any number or percentage of shares of Registrable Securities held by any holder or holders of Registrable Securities contemplated by this Agreement. If the beneficial owner of any Registrable Securities so elects, the Company may require assurances reasonably satisfactory to it of such owner's beneficial ownership of such Registrable Securities.

6.14 Consent to Jurisdiction; Waiver of Jury. Each party to this Agreement hereby irrevocably and unconditionally agrees that any legal action, suit or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in any federal court of the Southern District of New York or any state court located in New York County, State of New York, and hereby irrevocably and unconditionally expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and hereby irrevocably and unconditionally waives any claim (by way of motion, as a defense or otherwise) of improper venue, that it is not subject personally to the jurisdiction of such court, that such courts are an inconvenient forum or that this Agreement or the subject matter may not be enforced in or by such court. Each party hereby irrevocably and unconditionally consents to the service of process of any of the aforementioned courts in any such action, suit or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address set forth or provided for in Section 6.5 of this Agreement, such service to become effective 10 days after such mailing. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or commence legal proceedings or otherwise proceed against any other party in any other jurisdiction to enforce judgments obtained in any action, suit or proceeding brought pursuant to this Section. Each of the parties hereby irrevocably waives trial by jury in any action, suit or proceeding, whether at law or equity, brought by any of them in connection with this Agreement or the transactions contemplated hereby.

6.15 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

6.16 No Inconsistent Agreements. The Company will not hereafter enter into any agreement which is inconsistent with the rights granted to the Holders in this Agreement.

6.17 Construction. The Company and the Holders acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and that this Agreement shall be construed as if jointly drafted by the Company and the Holders.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

VIACOM INC.

By: _____
Name: Michael D. Fricklas
Title: Executive Vice President and
General Counsel

WORLD WRESTLING FEDERATION ENTERTAINMENT, INC.

By: _____
Name:
Title:

Schedule A

Other Registration Rights Granted by the Company

NBC-WWFE HOLDING, INC. (attached hereto)

EXHIBIT 23.1

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement No. 333-92041 on Form S-8 of World Wrestling Federation Entertainment, Inc. of our report dated June 20, 2000 (July 28, 2000 as to Note 18), appearing in this Annual Report on Form 10-K of World Wrestling Federation Entertainment, Inc. for the year ended April 30, 2000.

/s/ Deloitte & Touche LLP
Stamford, Connecticut

July 28, 2000

ARTICLE 5

MULTIPLIER: 1,000

PERIOD TYPE	YEAR
FISCAL YEAR END	APR 30 2000
PERIOD START	MAY 01 1999
PERIOD END	APR 30 2000
CASH	101,779
SECURITIES	107,213
RECEIVABLES	61,457
ALLOWANCES	1,033
INVENTORY	2,752
CURRENT ASSETS	287,852
PP&E	67,374
DEPRECIATION	25,890
TOTAL ASSETS	337,032
CURRENT LIABILITIES	68,095
BONDS	10,932
PREFERRED MANDATORY	0
PREFERRED	0
COMMON	682
OTHER SE	257,855
TOTAL LIABILITY AND EQUITY	337,032
SALES	379,310
TOTAL REVENUES	379,310
CGS	220,980
TOTAL COSTS	220,980
OTHER EXPENSES	89,935
LOSS PROVISION	113
INTEREST EXPENSE	2,155
INCOME PRETAX	73,698
INCOME TAX	14,790
INCOME CONTINUING	58,908
DISCONTINUED	0
EXTRAORDINARY	0
CHANGES	0
NET INCOME	58,908
EPS BASIC	0.94
EPS DILUTED	0.94