

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15 (d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended **September 30, 2022**

**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: 001-16131**

**WORLD WRESTLING ENTERTAINMENT, INC.**

*(Exact name of Registrant as specified in its charter)*

**Delaware**  
*(State or other jurisdiction of incorporation or organization)*

**04-2693383**  
*(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:

<i>Title of each class</i>	<i>Trading Symbol(s)</i>	<i>Name of each exchange on which registered</i>
Class A Common Stock, par value \$0.01 per share	WWE	New York Stock Exchange

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  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer  Accelerated Filer  Non-Accelerated Filer  Smaller Reporting Company  Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

At October 31, 2022, the number of shares outstanding of the Registrant's Class A common stock, par value \$.01 per share, was 43,300,055 and the number of shares outstanding of the Registrant's Class B common stock, par value \$.01 per share, was 31,099,011.

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**WORLD WRESTLING ENTERTAINMENT, INC.****Consolidated Statements of Operations**  
**(In thousands, except per share data)**  
**(Unaudited)**

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2022	2021	2022	2021
Net revenues	\$ 304,640	\$ 255,853	\$ 966,223	\$ 784,917
Operating expenses	166,619	139,039	544,191	437,192
Marketing and selling expenses	20,011	17,776	58,511	52,702
General and administrative expenses	49,911	24,941	114,528	87,835
Depreciation and amortization	9,238	10,161	28,395	31,845
Operating income	58,861	63,936	220,598	175,343
Interest expense	5,397	8,508	16,377	25,508
Other (expense) income, net	(99)	340	(44)	770
Income before income taxes	53,365	55,768	204,177	150,605
Provision for income taxes	11,745	12,282	47,417	34,086
Net income	\$ 41,620	\$ 43,486	\$ 156,760	\$ 116,519
Earnings per share: basic	\$ 0.56	\$ 0.57	\$ 2.10	\$ 1.52
Earnings per share: diluted	\$ 0.49	\$ 0.52	\$ 1.84	\$ 1.37
Weighted average common shares outstanding:				
Basic	74,352	76,058	74,476	76,559
Diluted	88,212	84,264	87,973	85,156
Dividends declared per common share (Class A and B)	\$ 0.12	\$ 0.12	\$ 0.36	\$ 0.36

See accompanying notes to consolidated financial statements.

**WORLD WRESTLING ENTERTAINMENT, INC.**  
**Consolidated Statements of Comprehensive Income**  
**(In thousands)**  
**(Unaudited)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Net income	\$ 41,620	\$ 43,486	\$ 156,760	\$ 116,519
Other comprehensive loss:				
Foreign currency translation adjustments	(201)	(113)	(389)	(164)
Net unrealized holding losses on available-for-sale debt securities (net of tax benefit of \$209 and \$45, and \$990 and \$15, respectively)	(661)	(23)	(3,134)	(48)
Total other comprehensive loss	(862)	(136)	(3,523)	(212)
Comprehensive income	<u>\$ 40,758</u>	<u>\$ 43,350</u>	<u>\$ 153,237</u>	<u>\$ 116,307</u>

See accompanying notes to consolidated financial statements.

**WORLD WRESTLING ENTERTAINMENT, INC.**

**Consolidated Balance Sheets**  
(In thousands, except share data)  
(Unaudited)

	As of	
	September 30, 2022	December 31, 2021
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 181,688	\$ 134,828
Short-term investments, net	259,305	280,957
Accounts receivable (net of allowance for doubtful accounts and returns of \$5,433 and \$5,155, respectively)	143,271	171,196
Inventory, net	2,464	8,033
Prepaid expenses and other current assets	70,535	32,242
Total current assets	657,263	627,256
Property and equipment, net	298,889	172,677
Finance lease right-of-use assets, net	302,899	313,360
Operating lease right-of-use assets, net	13,143	8,973
Content production assets, net	17,236	13,781
Investment securities	11,797	11,618
Deferred income tax assets, net	19,465	13,100
Other assets, net	12,394	43,302
Total assets	\$ 1,333,086	\$ 1,204,067
<b>Liabilities and Stockholders' Equity</b>		
Current liabilities:		
Current portion of long-term debt	\$ 444	\$ 430
Finance lease liabilities	12,642	12,190
Operating lease liabilities	2,999	4,755
Convertible debt	213,865	201,093
Accounts payable and accrued expenses	160,467	122,716
Deferred revenues	58,552	74,633
Total current liabilities	448,969	415,817
Long-term debt	20,960	21,284
Finance lease liabilities	367,522	374,681
Operating lease liabilities	10,017	5,063
Other non-current liabilities	14,382	12,562
Total liabilities	861,850	829,407
Commitments and contingencies		
Stockholders' equity:		
Class A common stock: (\$0.01 par value; 180,000,000 shares authorized; 43,296,588 and 43,732,977 shares issued and outstanding as of September 30, 2022 and December 31, 2021, respectively)	433	438
Class B convertible common stock: (\$0.01 par value; 60,000,000 shares authorized; 31,099,011 shares issued and outstanding)	311	311
Additional paid-in capital	409,158	422,884
Accumulated other comprehensive (loss) income	(1,103)	2,420
Retained earnings (accumulated deficit)	62,437	(51,393)
Total stockholders' equity	471,236	374,660
Total liabilities and stockholders' equity	\$ 1,333,086	\$ 1,204,067

See accompanying notes to consolidated financial statements.

**WORLD WRESTLING ENTERTAINMENT, INC.**  
**Consolidated Statements of Stockholders' Equity**  
(In thousands)  
(Unaudited)

	Three Months September 30, 2022							
	Common Stock				Additional Paid - in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total
	Class A		Class B					
	Shares	Amount	Shares	Amount				
<b>Balance, June 30, 2022</b>	43,076	\$ 431	31,099	\$ 311	\$ 410,367	\$ (241)	\$ 29,964	\$ 440,832
Net income	—	—	—	—	—	—	41,620	41,620
Other comprehensive loss	—	—	—	—	—	(862)	—	(862)
Repurchase and retirement of common stock	—	—	—	—	—	—	—	—
Stock issuances and other, net	221	2	—	—	1,244	—	—	1,246
Taxes paid related to net settlement upon vesting of equity awards	—	—	—	—	(7,207)	—	—	(7,207)
Cash dividends declared	—	—	—	—	220	—	(9,147)	(8,927)
Stock-based compensation	—	—	—	—	4,534	—	—	4,534
<b>Balance, September 30, 2022</b>	<b>43,297</b>	<b>\$ 433</b>	<b>31,099</b>	<b>\$ 311</b>	<b>\$ 409,158</b>	<b>\$ (1,103)</b>	<b>\$ 62,437</b>	<b>\$ 471,236</b>

  

	Nine Months September 30, 2022							
	Common Stock				Additional Paid - in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total
	Class A		Class B					
	Shares	Amount	Shares	Amount				
<b>Balance, December 31, 2021</b>	43,733	\$ 438	31,099	\$ 311	\$ 422,884	\$ 2,420	\$ (51,393)	\$ 374,660
Cumulative effect of adopting ASU 2020-06	—	—	—	—	(26,383)	—	17,609	(8,774)
Net income	—	—	—	—	—	—	156,760	156,760
Other comprehensive loss	—	—	—	—	—	(3,523)	—	(3,523)
Repurchases and retirements of common stock	(695)	(7)	—	—	(6,439)	—	(33,560)	(40,006)
Stock issuances and other, net	259	2	—	—	5,183	—	—	5,185
Taxes paid related to net settlement upon vesting of equity awards	—	—	—	—	(7,835)	—	—	(7,835)
Cash dividends declared	—	—	—	—	220	—	(26,979)	(26,759)
Stock-based compensation	—	—	—	—	21,528	—	—	21,528
<b>Balance, September 30, 2022</b>	<b>43,297</b>	<b>\$ 433</b>	<b>31,099</b>	<b>\$ 311</b>	<b>\$ 409,158</b>	<b>\$ (1,103)</b>	<b>\$ 62,437</b>	<b>\$ 471,236</b>

See accompanying notes to consolidated financial statements.

**WORLD WRESTLING ENTERTAINMENT, INC.**  
**Consolidated Statements of Stockholders' Equity**  
(In thousands)  
(Unaudited)

	Three Months September 30, 2021							
	Common Stock				Additional Paid - in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total
	Class A		Class B					
	Shares	Amount	Shares	Amount				
<b>Balance, June 30, 2021</b>	44,928	\$ 450	31,099	\$ 311	\$ 432,239	\$ 2,909	\$ (78,570)	\$ 357,339
Net income	—	—	—	—	—	—	43,486	43,486
Other comprehensive income	—	—	—	—	—	(136)	—	(136)
Repurchase and retirement of common stock	(432)	(3)	—	—	(4,028)	—	(17,847)	(21,878)
Stock issuances and other, net	217	—	—	—	1,004	—	—	1,004
Taxes paid related to net settlement upon vesting of equity awards	—	—	—	—	(4,904)	—	—	(4,904)
Cash dividends declared	—	—	—	—	386	—	(9,491)	(9,105)
Stock-based compensation	—	—	—	—	3,357	—	—	3,357
<b>Balance, September 30, 2021</b>	<u>44,713</u>	<u>\$ 447</u>	<u>31,099</u>	<u>\$ 311</u>	<u>\$ 428,054</u>	<u>\$ 2,773</u>	<u>\$ (62,422)</u>	<u>\$ 369,163</u>

	Nine Months September 30, 2021							
	Common Stock				Additional Paid - in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Accumulated Deficit)	Total
	Class A		Class B					
	Shares	Amount	Shares	Amount				
<b>Balance, December 31, 2020</b>	46,695	\$ 467	31,099	\$ 311	\$ 436,558	\$ 2,985	\$ (56,327)	\$ 383,994
Net income	—	—	—	—	—	—	116,519	116,519
Other comprehensive loss	—	—	—	—	—	(212)	—	(212)
Repurchases and retirements of common stock	(2,266)	(23)	—	—	(20,773)	—	(94,834)	(115,630)
Stock issuances and other, net	284	3	—	—	4,170	—	—	4,173
Taxes paid related to net settlement upon vesting of equity awards	—	—	—	—	(5,609)	—	—	(5,609)
Cash dividends declared	—	—	—	—	386	—	(27,780)	(27,394)
Stock-based compensation	—	—	—	—	13,322	—	—	13,322
<b>Balance, September 30, 2021</b>	<u>44,713</u>	<u>\$ 447</u>	<u>31,099</u>	<u>\$ 311</u>	<u>\$ 428,054</u>	<u>\$ 2,773</u>	<u>\$ (62,422)</u>	<u>\$ 369,163</u>

See accompanying notes to consolidated financial statements.

**WORLD WRESTLING ENTERTAINMENT, INC.**  
**Consolidated Statements of Cash Flows**  
(In thousands)  
(Unaudited)

	Nine Months Ended September 30,	
	2022	2021
<b>OPERATING ACTIVITIES:</b>		
Net income	\$ 156,760	\$ 116,519
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization and impairments of content production assets	26,196	18,213
Depreciation and amortization	35,649	37,533
Other amortization	10,135	13,860
Stock-based compensation	25,992	14,634
Benefit from deferred income taxes	(1,931)	(9,813)
Other non-cash adjustments	716	1,626
Cash provided by (used in) changes in operating assets and liabilities:		
Accounts receivable	22,802	(74,898)
Inventory	6,105	2,194
Prepaid expenses and other assets	(36,297)	6,278
Content production assets	(29,651)	(12,587)
Accounts payable, accrued expenses and other liabilities	2,235	28,002
Deferred revenues	(16,109)	(5,207)
Net cash provided by operating activities	<u>202,602</u>	<u>136,354</u>
<b>INVESTING ACTIVITIES:</b>		
Purchases of property and equipment and other assets	(119,939)	(24,400)
Purchases of short-term investments	(225,291)	(225,280)
Proceeds from sales and maturities of short-term investments	241,012	177,318
Purchase of investment securities	(195)	(1,130)
Other	4,329	—
Net cash used in investing activities	<u>(100,084)</u>	<u>(73,492)</u>
<b>FINANCING ACTIVITIES:</b>		
Repayment of long-term debt	(310)	(100,297)
Repayment of finance leases	(10,443)	(7,973)
Dividends paid	(26,759)	(27,394)
Proceeds from tenant improvement allowances	27,210	—
Taxes paid related to net settlement upon vesting of equity awards	(7,835)	(5,609)
Proceeds from issuance of stock and other	2,485	2,973
Repurchase and retirement of common stock	(40,006)	(115,630)
Net cash used in financing activities	<u>(55,658)</u>	<u>(253,930)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	46,860	(191,068)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	134,828	462,102
CASH AND CASH EQUIVALENTS, END OF PERIOD	<u>\$ 181,688</u>	<u>\$ 271,034</u>
<b>NON-CASH INVESTING AND FINANCING TRANSACTIONS:</b>		
Purchases of property and equipment recorded in accounts payable and accrued expenses (See Note 12)	\$ 57,505	\$ 10,899
Principal stockholder contributions (See Note 19)	\$ 2,700	\$ 1,200

See accompanying notes to consolidated financial statements.



**WORLD WRESTLING ENTERTAINMENT, INC.**

**Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
*(Unaudited)*

**1. Basis of Presentation and Business Description**

The accompanying consolidated financial statements include the accounts of WWE. “WWE” refers to World Wrestling Entertainment, Inc. and its subsidiaries, unless the context otherwise requires. References to “we,” “us,” “our” and the “Company” refer to WWE.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires our 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.

The accompanying consolidated financial statements are unaudited. All adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of financial position, results of operations, and cash flows at the dates and for the periods presented have been included. The results of operations of any interim period are not necessarily indicative of the results of operations for the full year. All intercompany balances are eliminated in consolidation.

Certain information and note disclosures normally included in annual financial statements have been condensed or omitted from these interim financial statements; these financial statements should be read in conjunction with the financial statements and notes thereto included in our Form 10-K for the year ended December 31, 2021, as amended by Form 10-K/A filed on August 16, 2022 (the “2021 10-K/A”).

We are an integrated media and entertainment company, principally engaged in the production and distribution of wrestling entertainment content through various channels, including our premium over-the-top network (“WWE Network”) monetized through license arrangements or through direct-to-consumer subscriptions, content rights agreements, premium live event programming, filmed entertainment, live events, licensing of various WWE themed products, and the sale of consumer products featuring our brands. Our operations are organized around the following principal activities:

**Media:**

- The Media segment reflects the production and monetization of long-form and short-form video content across various platforms, including WWE Network, broadcast and pay television, digital and social media, as well as filmed entertainment. Across these platforms, revenues principally consist of content rights fees, subscriptions to WWE Network, and advertising and sponsorships. Effective March 18, 2021, the domestic monetization of WWE Network is generated from content license fees and certain shared sponsorship revenues from NBC Universal (“NBCU”). Media segment revenues for the nine months ended September 30, 2021 include the upfront revenue recognition related to the delivery of certain intellectual property rights under this agreement.

**Live Events:**

- Live events provide ongoing content for our media platforms. Live Event segment revenues consist primarily of ticket sales, revenues from events for which we receive a fixed fee, as well as the sale of travel packages associated with the Company’s global live events. As a result of the global spread of the coronavirus pandemic (“COVID-19”), these revenues had been greatly limited from March 2020 through the first half of 2021. In July 2021, we resumed our domestic and international live event touring schedules.

**Consumer Products:**

- The Consumer Products segment engages in the merchandising of WWE branded products, such as video games, toys and apparel, through licensing arrangements and direct-to-consumer sales. Revenues principally consist of royalties and licensee fees related to WWE branded products, and sales of merchandise distributed at our live events and through eCommerce platforms.

*Note on the COVID-19 Pandemic*

The global spread of COVID-19 and the various attempts to contain it resulted in restrictions, postponements and cancellations of various sports and other events and required us to cancel, postpone or relocate certain of our live events since March 2020. While restrictions have lessened and we have resumed our domestic and international live event touring schedules, COVID-19 and its variants continue to create significant uncertainty and the full extent of the impact will depend on numerous evolving factors that we can neither predict nor control, including the pandemic’s duration and severity and the governmental, business and individual responses to it. We

## WORLD WRESTLING ENTERTAINMENT, INC.

**Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
*(Unaudited)*

will continue to actively monitor the issues raised by the COVID-19 pandemic and may take further actions that alter our business operations that are required by applicable governmental authorities and/or that we determine to be in the best interests of our employees, talent, customers, partners and stockholders. Any of the foregoing could have a material negative effect on our business and results of operations.

**2. Significant Accounting Policies**

Our significant accounting policies are detailed in Note 2, *Summary of Significant Accounting Policies*, in the Notes to Consolidated Financial Statements within the 2021 10-K/A. Except for the policies on the Company's convertible debt, there have been no material changes to the Company's significant accounting policies described in the 2021 10-K/A. The Company's policy on the accounting for its convertible debt was updated due to the Company's adoption of Accounting Standards Update ("ASU") No. 2020-06, as described below.

*Operating Expenses*

Operating expenses consist of our production costs associated with developing our content, venue rental and related costs associated with the staging of our live events, compensation costs for our talent, material and related costs associated with our consumer product merchandise sales, and costs associated with operating WWE Network. In addition, Operating expenses include the operating costs associated with talent development, data analytics, data engineering, business strategy and real estate and facilities functions.

Included within Operating expenses are the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Amortization and impairment of content production assets	\$ 9,262	\$ 2,193	\$ 26,196	\$ 18,213
Depreciation and amortization of WWE Network content delivery and technology assets	2,430	1,909	6,833	5,443
Amortization of right-of-use assets - finance leases of equipment	2,295	2,226	6,738	6,926
Depreciation on equipment used directly to support operations	203	157	583	453
Total depreciation and amortization included in operating expenses	<u>\$ 14,190</u>	<u>\$ 6,485</u>	<u>\$ 40,350</u>	<u>\$ 31,035</u>

Costs to produce our live event programming are expensed when the event is first broadcast, and are not included in the amortization table noted above. These costs include production-related costs, such as lighting, pyrotechnics and staging, associated with our weekly, in-ring televised programming as well as our premium live events, which are included as a component of our Media segment Operating expenses. We also incur event-related costs, such as venue rental, security and travel, associated with our premium live events as well as our televised and non-televised events, which are included as a component of our Live Events segment Operating expenses. Talent-related costs primarily associated with our premium live events and televised programming are included within our Media segment, while talent-related costs associated with our non-televised events are included within our Live Events segment.

*Recent Accounting Pronouncements*

In November 2021, the Financial Accounting Standards Board ("FASB") issued ASU No. 2021-10, *Disclosures by Business Entities about Government Assistance* ("ASU 2021-10"). The new guidance requires certain annual disclosures about transactions with a government that are accounted for by applying a grant or contribution accounting model. While the adoption of this guidance will not have an impact on the Company's consolidated balance sheets or statements of operations, the guidance may require additional annual disclosures in the Company's annual financial statements. The Company is applying the amendments in ASU 2021-10 prospectively as of January 1, 2022, and will include the annual disclosures required by the ASU in its Form 10-K for the year ended December 31, 2022.

In August 2020, the FASB issued ASU No. 2020-06, *Accounting for Convertible Instruments and Contracts in an Entity's Own Equity* ("ASU 2020-06"). The new guidance eliminates two of the three models in ASC 470-20, *Debt with Conversion and Other Options*, that require separating embedded conversion features from convertible instruments. Specifically, the ASU removes the separation models for convertible debt with a cash conversion feature or convertible instruments with a beneficial conversion feature. The Company's existing 3.375% convertible senior notes due December 2023 ("Convertible Notes") are currently accounted for under the cash conversion feature model, which is one of the models being eliminated. As a result, after adopting the new guidance, the Company will no longer separately present in equity an embedded conversion feature of such debt. Instead, the Company will account for a convertible debt instrument wholly as debt unless (i) a convertible debt instrument contains features that require bifurcation as a derivative or (ii) a convertible debt instrument was issued at a substantial premium. Additionally, the ASU revises the scope exception

**WORLD WRESTLING ENTERTAINMENT, INC.**

**Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
*(Unaudited)*

from derivative accounting in ASC 815-40 for freestanding financial instruments (e.g., warrants) and embedded features (e.g., conversion features) that are both indexed to the issuer's own stock and classified in stockholders' equity, by removing certain criteria required for equity classification. The new guidance also requires the use of the if-converted method when calculating diluted earnings per share ("EPS") for convertible instruments and the treasury stock method should no longer be used. Under the new guidance, convertible instruments that may be settled in cash or shares (e.g., the Company's Convertible Notes) are to be included in the calculation of diluted EPS if the effect is dilutive, with no option for rebutting the presumption of share settlement based on stated policy or past experience. The ASU is effective for fiscal years beginning after December 15, 2021 (fiscal year 2022 for the Company) and can be adopted on either a fully retrospective or modified retrospective basis. The Company adopted the ASU effective January 1, 2022 under the modified retrospective approach. The cumulative effect of the change was recognized as an adjustment to the opening balance of retained earnings (accumulated deficit) at the date of adoption. The comparative information has not been restated and continues to be presented according to accounting standards in effect for those periods. As a result of the adoption beginning on January 1, 2022, the Company's Convertible Notes are no longer bifurcated into a separate liability and equity component in the consolidated balance sheet. Rather, the Convertible Notes are presented as a single liability at amortized cost, net of unamortized debt issuance costs, on the consolidated balance sheet. Upon adoption of the ASU, the Company recorded a net increase of \$12,068 to the Convertible Notes liability component, a \$26,383 net decrease to the equity component (additional paid-in capital) and a net increase of \$17,609 to retained earnings (accumulated deficit) for the cumulative effect of the adoption. The Company also recorded a net increase of \$3,294 to deferred income tax assets. The adjustments were calculated based on the carrying amount of the Convertible Notes as if it had always been treated as a liability only. Furthermore, included in the above adjustments, are adjustments to the debt issuance costs contra-liability and equity (additional paid-in capital) components under the same premise (i.e., as if the total amount of debt issuance costs had always been treated as a contra-liability only). Lastly, the Company derecognized deferred income taxes associated with the Convertible Notes debt discount and adjusted deferred income taxes relative to unamortized debt issuance costs associated with the Convertible Notes. The Company also expects lower interest expense related to the Convertible Notes that will be recognized in future periods subsequent to adoption as a result of accounting for the Convertible Notes as a single liability measured at amortized cost. The following table summarizes the impact of the adoption of ASU 2020-06 on the Company's opening consolidated balance sheet on January 1, 2022:

<u>Consolidated Balance Sheet line item:</u>	<u>December 31, 2021</u> <u>As Reported</u>	<u>ASU 2020-06</u> <u>Adoption Impact</u>	<u>January 1, 2022</u> <u>As Adjusted</u>
Deferred income tax assets, net	\$ 13,100	\$ 3,294	\$ 16,394
Convertible debt (1)	\$ 201,093	\$ 12,068	\$ 213,161
Additional paid-in-capital (conversion feature, net of tax)	\$ 422,884	\$ (26,383)	\$ 396,501
Accumulated deficit (cumulative effect adjustment, net of tax)	\$ (51,393)	\$ 17,609	\$ (33,784)

- (1) Prior to adoption, the carrying value of the Convertible Debt represents the principal amount less the unamortized debt discount and unamortized debt issuance costs. After adoption, the carrying value of the Convertible Debt represents the principal amount less the unamortized debt issuance costs.

**3. Segment Information**

The Company currently classifies its operations into three reportable segments: Media, Live Events and Consumer Products. Segment information is prepared on the same basis that our chief operating decision makers manage the segments, evaluate financial results, and make key operating decisions.

Unallocated corporate general and administrative expenses largely relate to corporate functions such as finance, investor relations, community relations, corporate communications, information technology, legal, facilities, human resources and our Board of Directors. These unallocated corporate general and administrative expenses will be shown, as applicable, as a reconciling item in tables where segment and consolidated results are both shown.

The Company presents Adjusted OIBDA as the primary measure of segment profit (loss). The Company defines Adjusted OIBDA as operating income before depreciation and amortization, excluding stock-based compensation, certain impairment charges and other non-recurring items that management deems would impact the comparability of results between periods. Adjusted OIBDA includes depreciation and amortization expenses directly related to supporting the operations of our segments, including content production asset amortization, depreciation and amortization of costs related to content delivery and technology assets utilized for WWE Network, as well as amortization of right-of-use assets related to finance leases of equipment used to produce and broadcast our live events. The Company believes the presentation of Adjusted OIBDA is relevant and useful for investors because it allows investors to view our segment performance in the same manner as the primary method used by management to evaluate segment performance and make

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decisions about allocating resources. Additionally, we believe that Adjusted OIBDA is a primary measure used by media investors, analysts and peers for comparative purposes.

We do not disclose assets by segment information. We do not provide assets by segment information to our chief operating decision makers, as that information is not typically used in the determination of resource allocation and assessing business performance of each reportable segment.

The following tables present summarized financial information for each of the Company's reportable segments:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
<b>Net revenues:</b>				
Media	\$ 233,013	\$ 202,758	\$ 754,191	\$ 678,575
Live Events	35,189	28,045	99,297	37,756
Consumer Products	36,438	25,050	112,735	68,586
Total net revenues	<u>\$ 304,640</u>	<u>\$ 255,853</u>	<u>\$ 966,223</u>	<u>\$ 784,917</u>
<b>Adjusted OIBDA:</b>				
Media	\$ 93,861	\$ 85,665	\$ 312,806	\$ 278,461
Live Events	9,793	9,238	26,383	6,080
Consumer Products	18,823	7,531	47,202	22,610
Corporate (1)	(31,347)	(24,538)	(92,024)	(77,222)
Total Adjusted OIBDA	<u>\$ 91,130</u>	<u>\$ 77,896</u>	<u>\$ 294,367</u>	<u>\$ 229,929</u>

- (1) Corporate Adjusted OIBDA for the three and nine months ended September 30, 2022 includes professional fees and severance expenses of \$17,684 and \$19,382, respectively, associated with the investigation by the Special Committee of independent members of the Company's Board of Directors. Corporate Adjusted OIBDA for the nine months ended September 30, 2021 included \$8,107 of severance expenses primarily associated with the combination of WWE's television, digital and studios teams into one organization.

*Reconciliation of Total Operating Income to Total Adjusted OIBDA*

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Total operating income	\$ 58,861	\$ 63,936	\$ 220,598	\$ 175,343
Depreciation and amortization	9,238	10,161	28,395	31,845
Stock-based compensation	5,347	3,799	25,992	14,634
Other adjustments (1)	17,684	—	19,382	8,107
Total Adjusted OIBDA	<u>\$ 91,130</u>	<u>\$ 77,896</u>	<u>\$ 294,367</u>	<u>\$ 229,929</u>

- (1) Other adjustments for the three and nine months ended September 30, 2022 include professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors. Other adjustments for the nine months ended September 30, 2021 included severance expenses primarily associated with the combination of WWE's television, digital and studios teams into one organization.

**4. Revenues**

Revenues are generally recognized when control of the promised goods or services is transferred to our customers, either at a point in time or over time, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services. In contracts that have multiple performance obligations, we allocate the transaction price to each identified performance obligation based upon their relative standalone selling price. The standalone selling prices are determined using observable standalone selling prices when available, as well as estimates of standalone selling prices using adjusted market assessment and expected cost plus margin approaches to estimate the price for individual performance obligations. Variable consideration can result from variability in price or quantity, or both. The components of our transaction price generally do not include material amounts of variable consideration. The variable consideration related to the transaction price contained in our contracts relates primarily to sales or usage-based royalties

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earned on consumer product licensing contracts. The variability related to these sales or usage-based royalties will be resolved in the periods when the licensee generates sales related to the intellectual property license. In contracts that include a minimum guarantee, we recognize revenue over time when we estimate that the minimum guarantee will not be exceeded through the associated sales or usage-based royalties. Most of our contracts do not include material amounts of variable consideration related to quantities in a contract, and when we have this variability, we estimate the quantities each reporting period. As it relates to our Consumer Products segment, the Company accounts for shipping and handling activities as fulfillment activities.

We derive our revenues principally from the following sources: (i) content rights fees associated with the distribution of WWE’s media content, (ii) content license fees and subscriptions to WWE Network, (iii) fees for viewing our premium live event programming, (iv) feature film distribution, (v) advertising and sponsorship sales, (vi) live event ticket sales, (vii) consumer product licensing royalties from the sale by third-party licensees of WWE branded merchandise, (viii) direct-to-consumer sales of merchandise at our live event venues, and (ix) direct-to-consumer sales of our merchandise through eCommerce platforms.

*Disaggregated Revenues*

The following table presents our revenues disaggregated by primary revenue sources. Sales and usage-based taxes are excluded from revenues.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Net revenues:				
<u>Media Segment:</u>				
Network (including pay-per-view) (1)	\$ 46,487	\$ 43,112	\$ 166,460	\$ 183,996
Core content rights fees (2)	156,725	141,327	449,979	422,831
Advertising and sponsorships (3)	13,134	16,127	50,873	50,363
Other (4)	16,667	2,192	86,879	21,385
Total Media Segment net revenues	233,013	202,758	754,191	678,575
<u>Live Events Segment:</u>				
North American ticket sales	24,143	23,839	78,954	30,531
International ticket sales	8,020	2,433	10,180	2,433
Advertising and sponsorships (5)	1,238	399	3,996	746
Other (6)	1,788	1,374	6,167	4,046
Total Live Events Segment net revenues	35,189	28,045	99,297	37,756
<u>Consumer Products Segment:</u>				
Consumer product licensing	22,614	11,510	65,254	33,847
eCommerce	7,625	8,218	28,168	28,122
Venue merchandise	6,199	5,322	19,313	6,617
Total Consumer Products Segment net revenues	36,438	25,050	112,735	68,586
Total net revenues	\$ 304,640	\$ 255,853	\$ 966,223	\$ 784,917

- (1) Network revenues consist primarily of license fees associated with the domestic distribution of WWE Network content to NBCU (effective March 18, 2021), as well as subscription fees from customers of WWE Network and license fees associated with our international licensed partner agreements. Network revenues for the nine months ended September 30, 2021 include the upfront revenue recognition related to the delivery of certain WWE Network intellectual property rights.
- (2) Core content rights fees consist primarily of licensing revenues from the distribution of our flagship programs, *RAW* and *SmackDown*, as well as our *NXT* programming, through global broadcast, pay television and digital platforms.
- (3) Advertising and sponsorships revenues within our Media segment consist primarily of advertising revenues from the Company’s content on third-party social media platforms and sponsorship fees from sponsors who promote their products utilizing the Company’s media platforms, including promotion on the Company’s digital websites and on-air promotional media spots.
- (4) Other revenues within our Media segment reflect revenues earned from the distribution of other WWE content, including, but not limited to, certain live in-ring programming content in international markets, scripted, reality and other programming, as well as theatrical and direct-to-home video releases.
- (5) Advertising and sponsorships revenues within our Live Events segment primarily consist of fees from advertisers and sponsors who promote their products utilizing the Company’s live events (i.e., presenting sponsor of fan engagement events and advertising signage at the event).
- (6) Other revenues within our Live Events segment primarily consist of the sale of travel packages associated with the Company’s global live events, as well as revenues from events for which the Company receives a fixed fee.

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WWE Network subscription revenues for international subscribers, and domestic subscribers through March 17, 2021 (prior to transition of WWE Network content domestically to NBCU), are recorded over time during the subscription term, and our consumer product licensing revenues are recorded over time during the licensing period. Other revenue streams identified in the table above are generally recognized at a point-in-time when the performance obligations are satisfied.

*Payment Terms and Other*

Our revenues do not include material amounts of variable consideration, other than the sale or usage-based royalties earned related to our consumer product licensing and certain other content rights contracts. Our payment terms vary by the type of products or services offered, and may be subject to contractual payment terms, which may include advance payment requirements. The time between invoicing and when payment is due is not significant, generally within 30 to 60 days. We have elected the practical expedient to not adjust the total consideration within a contract to reflect a financing component when the duration of the financing is one year or less. Our contracts do not generally include a significant financing component. Our contracts with customers do not generally result in significant obligations associated with returns, refunds or warranties.

*Remaining Performance Obligations*

As of September 30, 2022, for contracts greater than one year, the aggregate amount of the transaction price allocated to remaining performance obligations is \$2,890,960, comprised of our multi-year content distribution, consumer product licensing and sponsorship contracts. We will recognize fees related to our multi-year content distribution contracts as content is delivered to the distributors during the periods 2022 through 2028. We will recognize the revenues associated with the minimum guarantees on our multi-year consumer product licensing arrangements by the end of the licensing periods, which range from 2022 through 2031. For our multi-year sponsorship arrangements, we will recognize sponsorship revenues as the sponsorship obligations are satisfied during the periods 2022 through 2028. The transaction prices related to these future obligations generally do not include any variable consideration, which consists of sales or usage-based royalties earned on consumer product licensing and certain other content rights contracts. The variability related to these sales or usage-based royalties will be resolved in the periods when the licensee generates sales related to the intellectual property license. For transaction prices related to these future obligations that may contain material amounts of variable consideration related to quantities in a contract, we estimate the quantities each reporting period.

*Contract Assets and Contract Liabilities (Deferred Revenues)*

A contract asset results when goods or services have been transferred to the customer, but payment is contingent upon a future event, other than the passage of time. The Company does not have any material contract assets, only accounts receivable as disclosed on our Consolidated Balance Sheets.

We record deferred revenues (also referred to as contract liabilities under ASC Topic 606) when cash payments are received or due in advance of our performance. Our deferred revenue balance primarily relates to advance payments received related to our content distribution rights agreements, our consumer product licensing agreements, and our sponsorship and advertising arrangements. The Company's deferred revenues (i.e., contract liabilities) as of September 30, 2022 and December 31, 2021 totaled \$58,552 and \$74,661, respectively, and are included within Deferred revenues and Other non-current liabilities on our Consolidated Balance Sheets.

*Contract Costs (Costs of Obtaining a Contract)*

Except for certain multi-year television content arrangements, we generally expense sales commissions when incurred because the amortization period would have been one year or less. These costs are recorded within Marketing and selling expenses within our Consolidated Statements of Operations. Capitalized commission fees of \$550 and \$625 as of September 30, 2022 and December 31, 2021, respectively, relate primarily to incremental costs of obtaining our long-term television content arrangements and these costs are being amortized over the duration of the underlying content agreements on a straight-line basis to Marketing and selling expense. During each of the three and nine months ended September 30, 2022 and 2021, the amount of amortization was \$25 and \$75, respectively, and there was no impairment in relation to the costs capitalized.

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**5. Earnings Per Share**

For purposes of calculating basic and diluted earnings per share, we used the following weighted average common shares outstanding (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Net income for basic earnings per share	\$ 41,620	\$ 43,486	\$ 156,760	\$ 116,519
Effect of potentially dilutive shares:				
Interest expense related to the Convertible Notes (1)	1,597	—	4,719	—
Net income for diluted earnings per share	<u>\$ 43,217</u>	<u>\$ 43,486</u>	<u>\$ 161,479</u>	<u>\$ 116,519</u>
Weighted average basic common shares outstanding	74,352	76,058	74,476	76,559
Dilutive effect of restricted and performance stock units	642	373	696	454
Dilutive effect of convertible debt instruments	13,218	7,833	12,799	8,140
Dilutive effect of employee share purchase plan	—	—	2	3
Weighted average dilutive common shares outstanding	<u>88,212</u>	<u>84,264</u>	<u>87,973</u>	<u>85,156</u>
Earnings per share:				
Basic	<u>\$ 0.56</u>	<u>\$ 0.57</u>	<u>\$ 2.10</u>	<u>\$ 1.52</u>
Diluted	<u>\$ 0.49</u>	<u>\$ 0.52</u>	<u>\$ 1.84</u>	<u>\$ 1.37</u>

Anti-dilutive shares (excluded from per-share calculations):

Net shares received on purchased call of convertible debt hedge	5,472	4,496	5,145	4,630
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- (1) The Company adopted ASU 2020-06 effective January 1, 2022 under the modified retrospective approach. As such, for purposes of calculating net income for diluted earnings per share, we have not made any adjustments for the three and nine months ended September 30, 2021.

*Effect of Convertible Notes and Related Convertible Note Hedge and Warrants*

In connection with the issuance of the Convertible Notes, the Company entered into Convertible Note Hedge and Warrant transactions as described further in Note 13, *Convertible Debt*. The collective impact of the Convertible Note Hedge and Warrants effectively eliminates any economic dilution that may occur from the actual conversion of the Convertible Notes between the conversion price of \$24.91 per share and the strike price of the Warrants of \$31.89 per share. The adoption of ASU 2020-06, as described in Note 2, *Significant Accounting Policies – Recent Accounting Pronouncements*, did not impact the accounting for the Convertible Note Hedge and Warrants (i.e., continue to remain classified in equity), as well as the treatment for diluted earnings per share calculation purposes as it relates to the Convertible Note Hedge and Warrants.

We adopted ASU 2020-06 on January 1, 2022 under the modified retrospective method and applied the new guidance to our Convertible Notes outstanding as of January 1, 2022. We have not changed previously disclosed amounts or provided additional disclosures for comparative periods. ASU 2020-06 requires the if-converted method to be applied for all convertible instruments when calculating diluted earnings per share. Under the if-converted method, diluted earnings per share will be calculated assuming that all the Convertible Notes were converted solely into shares of common stock at the beginning of the reporting period, unless the result would be anti-dilutive.

Prior to actual conversion, for purposes of calculating diluted earnings per share, the denominator also includes the additional shares issued related to the Warrants using the treasury stock method to the extent the average price of our common stock exceeds the strike price of the Warrants of \$31.89 per share. In addition, prior to actual conversion, the Convertible Note Hedges are not considered for purposes of the calculation of diluted earnings per share, as their effect would be anti-dilutive.

The dilution from the Convertible Notes for the three months ended September 30, 2022, calculated using the if-converted method, had a \$0.09 impact on diluted earnings per share, as compared to a \$0.05 impact on diluted earnings per share for the three months ended September 30, 2021, which was calculated under the treasury stock method. The dilution from the Convertible Notes for the nine months ended September 30, 2022, calculated using the if-converted method, had a \$0.31 impact on diluted earnings per share.

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as compared to a \$0.15 impact on diluted earnings per share for the nine months ended September 30, 2021, which was calculated under the treasury stock method.

**6. Stock-based Compensation**

Our 2016 Omnibus Incentive Plan (the “2016 Plan”) provides for the grant of incentive or non-qualified stock options, stock appreciation rights, restricted stock, restricted stock units, other stock-based awards and performance awards to eligible participants as determined by the Compensation and Human Capital Committee of the Board of Directors. Awards may be granted as incentives and rewards to encourage officers, employees, consultants, advisors and independent contractors of the Company and its affiliates and to non-employee directors of the Company to participate in our long-term success.

Stock-based compensation costs, which includes costs related to RSUs, PSUs, PSU-TSRs, the Company’s qualified employee stock purchase plan and shares issued to the Company’s Board of Directors, totaled \$5,347 and \$3,799, and \$25,992 and \$14,634 for the three and nine months ended September 30, 2022 and 2021, respectively.

*Restricted Stock Units*

The Company grants restricted stock units (“RSUs”) to officers and employees under the 2016 Plan. Stock-based compensation costs associated with our RSUs are determined using the fair market value of the Company’s common stock on the date of the grant. These costs are recognized over the requisite service period using the graded vesting method, net of estimated forfeitures. RSUs have a service requirement typically over a 3.5 year vesting schedule and vest in equal annual installments. We estimate forfeitures based on historical trends when recognizing compensation expense and adjust the estimates when they are expected to differ or as forfeitures occur. Unvested RSUs accrue dividend equivalents at the same rate as are paid on our shares of Class A common stock. The dividend equivalents are subject to the same vesting schedule as the underlying RSUs.

During the second quarter of 2022, the Compensation and Human Capital Committee approved the grant of RSUs to an executive management member for an aggregate value of \$10,000. This award varies from the typical RSU grant in that the award vests in five annual tranches of 20%. The units associated with this award are included in the table below.

The following table summarizes the RSU activity during the nine months ended September 30, 2022:

	Units	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2022	300,003	\$ 55.03
Granted	359,510	\$ 55.04
Vested	(142,325)	\$ 57.46
Forfeited	(51,675)	\$ 53.37
Dividend equivalents	2,876	\$ 54.47
Unvested at September 30, 2022	<u>468,389</u>	<u>\$ 54.43</u>

*Performance Stock Units*

The Company grants performance stock units (“PSUs”) to officers and employees under the 2016 Plan. Stock-based compensation costs associated with our PSUs are initially determined using the fair market value of the Company’s common stock on the date the awards are approved by our Compensation and Human Capital Committee (service inception date). The vesting of these PSUs are subject to certain performance conditions and a service requirement of typically 3.5 years. Until the performance conditions are met, stock compensation costs associated with these PSUs are re-measured each reporting period based upon the fair market value of the Company’s common stock and the estimated performance attainment on the reporting date. The ultimate number of PSUs that are issued to an employee is the result of the actual performance of the Company at the end of the performance period compared to the performance conditions. Stock compensation costs for our PSUs are recognized over the requisite service period using the graded vesting method, net of estimated forfeitures. We estimate forfeitures based on historical trends when recognizing compensation expense and adjust the estimates when they are expected to differ or as forfeitures occur. Unvested PSUs accrue dividend equivalents once the performance



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conditions are met at the same rate as are paid on our shares of Class A common stock. The dividend equivalents are subject to the same vesting schedule as the underlying PSUs.

During the third quarter of 2022, the Compensation and Human Capital Committee approved the grant of PSUs to certain executives for an aggregate value of \$18,000. These awards will be granted during the fourth quarter of 2022 and vary from the typical PSU grants in that the awards have performance conditions tied to results through September 2025. There are no units associated with these awards in the table below since the awards will not be granted until the fourth quarter of 2022.

During the third quarter of 2020, the Compensation and Human Capital Committee approved an agreement to grant PSUs to an executive management member for an aggregate value of \$15,000. During the first quarter of 2022, this agreement was amended to increase the aggregate value to \$22,500. This award vests in two tranches of 27%, and 73%, during the years 2022 and 2025, respectively. The first award tranche of \$6,000 has performance conditions tied to results through September 2022, and the second award of \$16,500 has performance conditions tied to results through September 2025. The Company began expensing the second award of \$16,500 concurrent with the first award beginning on the service inception date in August 2020. The Company accounts for the first award as an equity award since the target shares are known at inception, while the second award is classified as a liability award until the number of shares is determined upon settlement of the first award. The liability and the corresponding expense are adjusted at the end of each reporting period until the date of settlement, considering the probability that the performance conditions will be satisfied. As of September 30, 2022 and December 31, 2021, the liability portion of the award was \$6,928 and \$2,466, respectively, which is included in Other non-current liabilities on the Consolidated Balance Sheet. There are no units associated with the second award in the table below as of September 30, 2022 since the initial target number of shares will be determined by the Compensation and Human Capital Committee during the fourth quarter of 2022 based on the terms of the award.

The following table summarizes the PSU activity during the nine months ended September 30, 2022:

	Units	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2022	433,267	\$ 50.14
Granted	573,324	\$ 70.17
Achievement adjustment	83,250	\$ 47.81
Vested	(145,017)	\$ 49.17
Forfeited	(297,611)	\$ 65.74
Dividend equivalents	1,791	\$ 49.02
Unvested at September 30, 2022	<u>649,004</u>	<u>\$ 64.19</u>

During the year ended December 31, 2021, we granted 304,726 PSUs, which were subject to performance conditions related to the 2021 fiscal year. During the first quarter of 2022, it was determined that the performance conditions related to these PSUs were exceeded, which resulted in an achievement adjustment increase of 83,250 PSUs in 2022 relating to the initial 2021 PSU grant.

*Performance Stock Units with a Market Condition Tied to Relative Total Shareholder Return*

In March 2018, the Compensation and Human Capital Committee approved certain agreements to grant PSUs with a market condition (“PSU-TSRs”) where vesting is conditioned upon the total shareholder return performance of the Company’s stock relative to the performance of a peer group over five distinct performance periods from 2018 through 2024. The five distinct performance periods end in March from 2020 to 2024, with the awards for each performance period vesting in July of each year. The payout for each performance period can vest at between 50% and 175% of the target award based on the percentile ranking of WWE’s total shareholder return performance with vesting capped at 100% if WWE’s absolute total shareholder return is negative. The grant date fair value of the award was calculated using a Monte-Carlo simulation model which factors in the number of awards to be earned based on the achievement of the market condition. This model simulates the various stock price movements of the Company and peer group companies using certain assumptions, including the stock price of WWE and those of the peer group, stock price volatility, the risk-free interest rate, correlation coefficients, and expected dividend yield. The grant date fair value of the award is being amortized as compensation cost over the requisite service period using the graded vesting method.

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The following table summarizes the PSU-TSR activity during the nine months ended September 30, 2022:

	Units	Weighted-Average Grant-Date Fair Value
Unvested at January 1, 2022	47,736	\$ 47.28
Granted	—	\$ —
Achievement adjustment	10,229	\$ 47.30
Vested	(23,912)	\$ 47.45
Forfeited	—	\$ —
Dividend equivalents	45	\$ 47.30
Unvested at September 30, 2022	<u>34,098</u>	<u>\$ 47.30</u>

During the first quarter of 2022, it was determined that the percentile ranking of WWE's total shareholder return performance related to the third performance period was met, which resulted in an achievement adjustment increase of 10,229 PSU-TSRs in 2022 relating to the initial 2018 PSU-TSR grant.

**7. Property and Equipment, Net**

Property and equipment, net consisted of the following:

	As of	
	September 30, 2022	December 31, 2021
Land, buildings and improvements	\$ 157,584	\$ 154,826
Equipment	165,856	148,193
Corporate aircraft	32,249	32,249
Vehicles	993	993
Projects in progress	181,500	49,660
	<u>538,182</u>	<u>385,921</u>
Less: accumulated depreciation and amortization	(239,293)	(213,244)
Total	<u>\$ 298,889</u>	<u>\$ 172,677</u>

Depreciation expense for property and equipment totaled \$9,185 and \$9,642, and \$27,656 and \$29,972 for the three and nine months ended September 30, 2022 and 2021, respectively.

The Company capitalizes interest during the construction period for significant long-term projects in progress. During the three and nine months ended September 30, 2022, the Company capitalized \$870 and \$2,522, respectively, of interest associated with its projects in progress. Included in this amount for the nine months ended September 30, 2022 is an immaterial out-of-period correction of previously omitted capitalized interest that was identified during the second quarter of 2022.

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**8. Leases**

*Information about the Nature of WWE's Lease Portfolio*

As of September 30, 2022, the Company's lease portfolio consists of operating and finance real estate leases for its sales offices, performance centers, warehouses and corporate related facilities. In addition, we have various live event production service arrangements that contain operating and finance equipment leases. With the exception of our new global headquarter lease that commenced on July 1, 2019 with an 18-month free rent period followed by an initial base term of 15 years with options to renew, our other real estate leases have remaining lease terms of approximately one year to ten years, some of which may also include options to extend the leases. Our equipment leases, which are included as part of various operating service arrangements, generally have remaining lease terms of approximately one year to six years. Generally, no covenants are imposed by our lease agreements.

As it relates to the Company's new global headquarter lease, in November 2020 the landlord granted a rent deferral of \$6,590 for a portion of the rental payments due during 2021. The rent deferral amount will be payable over a five year period from 2022 through 2026. The FASB has provided relief under ASC 842, "Leases," related to the COVID-19 pandemic. Under this relief, companies can make an accounting policy election on how to treat lease concessions resulting directly from COVID-19, provided that the modified lease contract results in total cash flows that are substantially the same or less than the cash flows in the original lease contract. The Company has elected to account for the rent deferral resulting directly from COVID-19 as though the enforceable rights and obligations to the deferral existed in the original lease contract at lease inception, and did not account for the concession as a lease modification. In lieu of applying lease modification accounting, the Company accounted for the rent deferral by accruing an accounts payable during the rent concession periods in 2021 and will relieve the payable during 2022 through 2026 when the deferred rents are due. The amount of this deferral was \$5,879 as of September 30, 2022, with \$4,606 included as a component of Other non-current liabilities and \$1,273 included as a component of Accounts payable and accrued expenses on our Consolidated Balance Sheet.

Additionally, as it relates to the Company's new global headquarter lease, upon execution of the original lease agreement and subsequent amendments, the landlord granted a tenant improvement allowance of \$36,551 to reimburse the Company for the costs of preparing the new headquarter space for the Company's initial occupancy. This tenant improvement allowance is eligible to be applied against costs related to the completion, construction and installation, as well as architectural, engineering, cabling, furniture and equipment in connection with any and all alterations to the new headquarter space necessary for the Company to conduct its business. As of September 30, 2022, the Company has received reimbursement for \$27,210 of this allowance, and has a remaining allowance of \$9,341, which is included as a component of Prepaid expenses and other current assets on our Consolidated Balance Sheet.

*Key Estimates and Judgments*

Key estimates and judgments made in applying the lease accounting rules include how the Company determines (i) the discount rate it uses to discount the unpaid lease payments to present value, (ii) lease term and (iii) lease payments. ASC 842 requires a lessee to discount its unpaid lease payments using the interest rate implicit in the lease or, if that rate cannot be readily determined, its incremental borrowing rate. Generally, the Company cannot readily determine the interest rate implicit in the lease and therefore uses the incremental borrowing rate for its leases. The incremental borrowing rate reflects the rate of interest that the Company would pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. The incremental borrowing rates were generally determined by estimating the appropriate collateralized borrowing rates to be used for our leases and considered certain factors, including the lease term, economic environment and the assumed credit rating profile of the Company. The lease term for all of the Company's lease arrangements include the noncancelable period of the lease plus, if applicable, any additional periods covered by an option to extend the lease that is reasonably certain to be exercised by the Company.

WORLD WRESTLING ENTERTAINMENT, INC.

Notes to Consolidated Financial Statements  
(In thousands, except share data)  
(Unaudited)

Quantitative Disclosures Related to Leases

The following table provides quantitative disclosure about the Company's operating and financing leases for the periods presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
<b>Lease costs</b>				
Finance lease costs:				
Amortization of right-of-use assets	\$ 4,744	\$ 4,499	\$ 14,085	\$ 13,745
Interest on lease liabilities	3,764	4,706	11,342	14,118
Operating lease costs	1,220	1,594	3,660	4,738
Other short-term and variable lease costs	587	501	1,699	1,313
Sublease income (1)	8	(32)	(35)	(37)
Total lease costs	<u>\$ 10,323</u>	<u>\$ 11,268</u>	<u>\$ 30,751</u>	<u>\$ 33,877</u>

**Other information**

Cash paid for amounts included in the measurement of lease liabilities:				
Operating cash flows from finance leases	\$ 3,764	\$ 2,715	\$ 11,343	\$ 8,215
Operating cash flows from operating leases	\$ 973	\$ 1,428	\$ 2,940	\$ 4,171
Finance cash flows from finance leases	\$ 3,544	\$ 2,578	\$ 10,443	\$ 7,973
Right-of-use assets obtained in exchange for new finance lease liabilities	\$ 3,765	\$ —	\$ 3,765	\$ 174
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ 501	\$ —	\$ 9,180	\$ 3,457

	As of	
	2022	2021
Weighted-average remaining lease term - finance leases	26.5 years	27.1 years
Weighted-average remaining lease term - operating leases	7.2 years	3.0 years
Weighted-average discount rate - finance leases	4.0%	4.9%
Weighted-average discount rate - operating leases	3.5%	3.5%

(1) Sublease income excludes rental income from owned properties.

Maturity of lease liabilities as of September 30, 2022 were as follows:

	Operating Leases	Finance Leases
2022	\$ 693	\$ 5,751
2023	3,388	27,922
2024	1,521	24,849
2025	1,394	21,705
2026	1,414	22,065
Thereafter	6,448	538,512
Total lease payment	14,858	640,804
Less: imputed interest	(1,842)	(260,640)
Total future minimum lease payments	<u>\$ 13,016</u>	<u>\$ 380,164</u>

WORLD WRESTLING ENTERTAINMENT, INC.

Notes to Consolidated Financial Statements  
(In thousands, except share data)  
(Unaudited)

9. Content Production Assets, Net

Content production assets, net consisted of the following:

	Predominantly Monetized Individually		Predominantly Monetized as a Film Group	
	As of			
	September 30, 2022	December 31, 2021	September 30, 2022	December 31, 2021
In release	\$ 3,564	\$ 3,291	\$ 21	\$ 139
In production	13,238	9,581	374	627
In development	39	143	—	—
Total	\$ 16,841	\$ 13,015	\$ 395	\$ 766

As of September 30, 2022, approximately 85% of the “in release” content assets monetized individually are estimated to be amortized over the next three years.

As of September 30, 2022, all of the “in release” content assets monetized as a film group are estimated to be amortized over the next 12 months.

Amortization and impairment of content production assets consisted of the following:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	As of			
	2022	2021	2022	2021
Content production amortization expense - assets monetized individually	\$ 8,710	\$ 327	\$ 22,736	\$ 13,251
Content production amortization expense - assets monetized as a film group	518	1,445	3,329	4,479
Content production impairment charges (1)	—	149	—	149
Content production development write-offs (2)	34	272	131	334
Total amortization and impairment of content production assets	\$ 9,262	\$ 2,193	\$ 26,196	\$ 18,213

- (1) Unamortized content production assets are evaluated for impairment whenever events or changes in circumstances indicate that the fair value of a film predominantly monetized on its own or a film group may be less than its unamortized costs. If conditions indicate a potential impairment, and the estimated future cash flows are not sufficient to recover the unamortized asset, the asset is written down to fair value. In addition, if we determine that content will not likely air, we will expense the remaining unamortized asset.
- (2) Capitalized script development costs are evaluated at each reporting period for impairment and to determine if a project is deemed to be abandoned.

Amortization and impairment expenses related to content production assets are included in the Company’s Media segment, and as a component of Operating expenses on the Consolidated Statements of Operations. Costs to produce our live event programming are expensed immediately when the event is first broadcast and are not included in the content asset amortization amounts above.

10. Investment Securities and Short-Term Investments

Investment Securities

Included within investment securities are the following:

	As of	
	September 30, 2022	December 31, 2021
Nonmarketable equity investments without readily determinable fair values	\$ 11,797	\$ 11,618
Total investment securities	\$ 11,797	\$ 11,618

**WORLD WRESTLING ENTERTAINMENT, INC.**

**Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
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*Nonmarketable Equity Investments Without Readily Determinable Fair Values*

We evaluate our nonmarketable equity investments without readily determinable fair values for impairment if factors indicate that a significant decrease in value has occurred. The Company has elected to use the measurement alternative to fair value that will allow these investments to be recorded at cost, less impairment, and adjusted for subsequent observable price changes.

The Company did not record any impairment charges on these investments during the three and nine months ended September 30, 2022 and 2021. In addition, there were no observable price change events that were completed during the three and nine months ended September 30, 2022 and 2021.

*Short-Term Investments*

Short-term investments consist of available-for-sale debt securities which are measured at fair value and consisted of the following:

	As of September 30, 2022				As of December 31, 2021			
	Amortized Cost	Gross Unrealized		Fair Value	Amortized Cost	Gross Unrealized		Fair Value
		Gain	(Loss)			Gain	(Loss)	
U.S. Treasury securities	\$ 108,444	\$ —	\$ (1,692)	\$ 106,752	\$ 90,278	\$ —	\$ (57)	\$ 90,221
Corporate bonds	114,443	—	(2,067)	112,376	147,102	1	(269)	146,834
Government agency bonds	40,991	—	(814)	40,177	44,026	1	(125)	43,902
Total	\$ 263,878	\$ —	\$ (4,573)	\$ 259,305	\$ 281,406	\$ 2	\$ (451)	\$ 280,957

The Company evaluates its individual available-for-sale debt securities that are in an unrealized loss position each reporting period and determines whether the decline in fair value below the amortized cost basis results from a credit loss or other factors. The amount of the decline related to credit losses are recorded as a credit loss expense in earnings with a corresponding allowance for credit losses and the amount of the decline not related to credit losses are recorded through other comprehensive income, net of tax. As of September 30, 2022 and 2021, the aggregate total amount of unrealized losses (that is, the amount by which amortized cost basis exceeds fair value) was insignificant. We did not record an allowance for credit losses on these securities. Accordingly, during the three and nine months ended September 30, 2022 and 2021, the entire amount of the decline in fair value below the amortized cost basis was recorded as an unrealized loss, net of tax, in other comprehensive loss in the Consolidated Statements of Comprehensive Income. Unrealized gains are also reflected, net of tax, as other comprehensive income (loss) in the Consolidated Statements of Comprehensive Income.

Our U.S. Treasury securities, corporate bonds, municipal bonds and government agency bonds are included in Short-term investments, net on our Consolidated Balance Sheets. Realized gains and losses on investments are included in earnings and are derived using the specific identification method for determining the cost of securities sold.

As of September 30, 2022, contractual remaining maturities of these securities are as follows:

	<u>Maturities</u>
U.S. Treasury securities	1 month - 1 year
Corporate bonds	1 month - 2 years
Government agency bonds	7 months - 1 year

During the three and nine months ended September 30, 2022 and 2021, we recognized \$1,238 and \$93, and \$2,114 and \$278, respectively, of interest income on our short-term investments. Interest income is reflected as a component of Other income (expense), net within our Consolidated Statements of Operations.

The following table summarizes the short-term investment activity:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
Proceeds from sales and maturities of short-term investments	\$ 109,038	\$ 34,313	\$ 241,012	\$ 177,318
Purchases of short-term investments	\$ 36,472	\$ 92,640	\$ 225,291	\$ 225,280

**WORLD WRESTLING ENTERTAINMENT, INC.**

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**11. Fair Value Measurement**

Fair value is determined based on the exchange price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

The accounting guidance establishes a three-level hierarchy that ranks the quality and reliability of information used in developing fair value estimates. The hierarchy gives the highest priority to quoted prices in active markets and the lowest priority to unobservable data. In cases where two or more levels of inputs are used to determine fair value, a financial instrument's level is determined based on the lowest level input that is considered significant to the fair value measurement in its entirety. The three input levels of the fair value hierarchy are summarized as follows:

- Level 1- Observable inputs such as quoted prices in active markets for identical assets or liabilities;
- Level 2- Inputs other than quoted prices in active markets for similar assets and liabilities that are directly or indirectly observable; or
- Level 3- Unobservable inputs, such as discounted cash flow models or valuations, in which little or no market data exists.

Certain financial instruments are carried at cost on the Consolidated Balance Sheets, which approximates fair value due to their short-term, highly liquid nature. The carrying amounts of cash and cash equivalents, money market accounts, accounts receivable, and accounts payable approximate fair value because of the short-term nature of such instruments.

We have classified our investment in U.S. Treasury securities, corporate bonds, municipal bonds and government agency bonds, which collectively are investments in available-for-sale debt securities, within Level 2, as their valuation requires quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and/or model-based valuation techniques for which all significant inputs are observable in the market or can be corroborated by observable market data. The U.S. Treasury securities, corporate bonds, municipal bonds and government agency bonds are valued based on model-driven valuations. A third-party service provider assists the Company with compiling market prices from a variety of industry standard data sources, security master files from large financial institutions and other third-party sources that are used to value our corporate bond, U.S. Treasury securities, municipal bond and government agency bond investments. The Company did not have any transfers between Level 1, Level 2, and Level 3 fair value investments during the periods presented.

The fair value measurements of our equity investments without readily determinable fair values and our equity method investments are classified within Level 3 as significant unobservable inputs are used as part of the determination of fair value. Significant unobservable inputs may include variables such as near-term prospects of the investees, recent financing activities of the investees, and the investees' capital structure, as well as other economic variables, which reflect assumptions market participants would use in pricing these assets. For our equity investments without readily determinable fair values, the Company has elected to use the measurement alternative to fair value that will allow these investments to be recorded at cost, less impairment, and adjusted for subsequent observable price changes. The Company did not record any impairment charges on our investment securities during the three and nine months ended September 30, 2022. During the nine months ended September 30, 2021, the Company recorded impairment charges of \$808 on our equity method investments resulting from our impairment evaluations.

The Company's long-lived property and equipment and content production assets are required to be measured at fair value on a non-recurring basis if it is determined that indicators of impairment exist. These assets are recorded at fair value only when an impairment is recognized. The Company did not record any impairment charges on long lived property and equipment during the three and nine months ended September 30, 2022 and 2021. The Company classifies these assets as Level 3 within the fair value hierarchy due to significant unobservable inputs.

The Company did not record any impairment charges on content production assets during the three and nine months ended September 30, 2022. During the nine months ended September 30, 2021, the Company recorded impairment charges of \$149 on content production assets based on fair value measurements of \$192. Refer to Note 9, *Content Production Assets, Net*, for further discussion. The Company classifies these assets as Level 3 within the fair value hierarchy due to significant unobservable inputs. The Company utilizes a discounted cash flows model to determine the fair value of content production assets where indicators of impairment exist.

The fair value of the Company's debt, consisting of a mortgage loan assumed in connection with a building purchase, is estimated based upon quoted price estimates for similar debt arrangements. At September 30, 2022, the carrying amount of the mortgage loan approximates its fair value.

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The convertible debt is not marked to fair value at the end of each reporting period, but instead is reported at amortized cost. As of September 30, 2022, the fair value of the Company's convertible debt was \$595,765 based on external pricing data, including quoted market prices of these instruments among other factors, and was classified as a Level 2 measurement within the fair value hierarchy. As of December 31, 2021, the fair value of the debt component of the Company's convertible debt was \$210,076. The calculation as of December 31, 2021 required the use of Level 3 inputs, and was determined by calculating the fair value of similar debt without the associated conversion feature based on market conditions at that time.

**12. Accounts Payable and Accrued Expenses**

Accounts payable and accrued expenses consisted of the following:

	As of	
	September 30, 2022	December 31, 2021
Trade related	\$ 13,391	\$ 11,150
Staff related	17,681	15,558
Management incentive compensation	18,864	30,604
Talent related	5,195	4,428
Accrued WWE Network related expenses	4,215	10,950
Accrued event and television production	13,429	9,687
Accrued legal and professional (1)	14,656	7,706
Accrued purchases of property and equipment	57,505	22,207
Accrued other	15,531	10,426
Total	<u>\$ 160,467</u>	<u>\$ 122,716</u>

- (1) Accrued legal and professional as of September 30, 2022 includes \$6,865 of costs associated with the investigation by the Special Committee of independent members of the Company's Board of Directors. Additionally, accrued legal and professional as of September 30, 2022 and December 31, 2021 include certain amounts of \$1,700 and \$2,200, respectively, to be paid by the Company's principal stockholder (see Note 20 for further information). As disclosed in the 2021 10-K/A, the Company determined that certain payments that Mr. McMahon, the Company's former Chairman and Chief Executive Officer, who resigned from all positions held with the Company on July 22, 2022 but remains a stockholder with a controlling interest, agreed to make during the period of 2006 through 2022 (including amounts paid and payable in the future) were not appropriately recorded as expenses in the Company's Consolidated Financial Statements. As a result, the previously reported Consolidated Balance Sheet of the Company as of December 31, 2021 was revised in the 2021 10-K/A to correct these immaterial accounting errors by increasing the Company's previously reported Accounts payable and accrued expenses by \$2,200.

Accrued other includes accruals for our international and licensing business activities, as well as other miscellaneous accruals, none of which categories individually exceeds 5% of current liabilities.

**13. Convertible Debt**

In December 2016 and January 2017, we issued \$215,000 aggregate principal amount of 3.375% convertible senior notes due 2023 (the "Convertible Notes"). The Convertible Notes are due December 15, 2023, unless earlier repurchased by us or converted. Interest is payable semi-annually in arrears on June 15 and December 15 of each year, beginning on June 15, 2017.

The Convertible Notes are governed by an Indenture between us, as issuer, and U.S. Bank, National Association, as trustee. The Convertible Notes will be our general unsecured obligations and will rank senior in right of payment to any of our indebtedness that is expressly subordinated in right of payment to the Convertible Notes; equal in right of payment to any of our unsecured indebtedness that is not so subordinated; effectively junior in right of payment to any of our secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables) of our subsidiaries. In the event of our bankruptcy, liquidation, reorganization or other winding up, our assets that secure secured debt will be available to pay obligations on the Convertible Notes only after all indebtedness under such secured debt has been repaid in full from such assets.

Upon conversion of the Convertible Notes, we will pay or deliver, as the case may be, cash, shares of our Class A common stock or a combination of cash and shares of Class A common stock, at our election, at a conversion rate of approximately 40.1405 shares of



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*(In thousands, except share data)*  
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common stock per \$1 principal amount of the Convertible Notes, which corresponds to an initial conversion price of approximately \$24.91 per share of our Class A common stock. At any time, prior to the close on the business day immediately preceding June 15, 2023, the Convertible Notes will be convertible under the following circumstances:

- a) During any calendar quarter beginning after the calendar quarter ending on December 31, 2016 (and only during such calendar quarter), if the last reported sale price of our Class A common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- b) During the 5 business day period after any 10 consecutive trading day period (the “measurement period”) in which the trading price per \$1 principal amount of Convertible Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of our Class A common stock and the conversion rate on each such trading day;
- c) Upon the occurrence of specified corporate events; or
- d) On or after June 15, 2023 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or any portion of their Convertible Notes, in multiples of \$1 principal amount, at the option of the holder regardless of the foregoing circumstances.

Pursuant to item (a) noted above, the Convertible Notes have been convertible since April 1, 2018, and holders of the Convertible Notes have the right to convert their notes at any time through at least December 31, 2022. As of September 30, 2022, since the Convertible Notes are convertible at the option of the holders, the Convertible Notes are reflected in current liabilities on our Consolidated Balance Sheet. As of September 30, 2022, no actual conversions have occurred to date. See Note 5, *Earnings Per Share*, for a description of the dilutive nature of the Convertible Notes.

In accounting for the issuance of the Convertible Notes, prior to the adoption of ASU 2020-06 on January 1, 2022, we allocated the gross proceeds of the Convertible Notes between the liability and equity components under the cash conversion feature model under prior accounting rules in US GAAP (ASC 470-20). The carrying amount of the liability component was calculated by measuring the fair value of a similar debt instrument without the associated convertible feature. The carrying amount of the equity component, representing the conversion option, was \$36,657 and was determined by deducting the fair value of the liability component from the \$215,000 par value of the Convertible Notes. The equity component was not re-measured as long as it continued to meet the conditions for equity classification. The excess of the principal amount of the liability component over its carrying amount (i.e., the debt discount) was amortized to interest expense using the effective interest method with an effective interest rate of 6.4% per annum. Upon adoption of ASU 2020-06 on January 1, 2022, we reversed the separation of the debt and equity components and accounted for the Convertible Notes wholly as debt. We also reversed the amortization of the debt discount, with a cumulative effect adjustment to retained earnings (accumulated deficit) on the adoption date. Prior to the adoption of ASU 2020-06, debt issuance costs attributable to the liability component of \$5,454 was being amortized to interest expense using the effective interest method and debt issuance costs attributable to the equity component of \$1,110 were netted with the \$36,657 equity component in stockholders' equity. Upon adoption of ASU 2020-06 on January 1, 2022, we reversed the \$1,110 of debt issuance costs attributable to the equity component and will account for the entire amount as debt issuance costs that will be amortized as interest expense using the effective interest method, with a cumulative effect adjustment to retained earnings (accumulated deficit) on the adoption date. Refer to Note 2, *Significant Accounting Policies – Recent Accounting Pronouncements*, for further information regarding the adoption of ASU 2020-06.

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*(In thousands, except share data)*  
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The Convertible Notes consisted of the following components:

	As of	
	September 30, 2022	December 31, 2021
<b>Debt component:</b>		
Principal	\$ 215,000	\$ 215,000
Less: Unamortized debt discount (1)	—	(11,968)
Less: Unamortized debt issuance costs (2)	(1,135)	(1,939)
Net carrying amount	<u>\$ 213,865</u>	<u>\$ 201,093</u>
Equity component (3)	\$ —	\$ 35,547

- (1) The debt discount associated with the Convertible Notes was derecognized upon adoption of ASU 2020-06 on January 1, 2022.
- (2) Unamortized debt issuance costs as of September 30, 2022 reflects the adoption impact from ASU 2020-06 described above.
- (3) The equity component of the Convertible Notes, net of deferred income taxes, was derecognized upon adoption of ASU 2020-06 on January 1, 2022.

The following table sets forth total interest expense recognized related to the Convertible Notes:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
3.375% contractual coupon	\$ 1,814	\$ 1,814	\$ 5,442	\$ 5,442
Amortization of debt discount (1)	—	1,399	—	4,134
Amortization of debt issuance costs	234	216	704	631
Interest expense	<u>\$ 2,048</u>	<u>\$ 3,429</u>	<u>\$ 6,146</u>	<u>\$ 10,207</u>

- (1) The Company adopted ASU 2020-06 during the first quarter of 2022 using the modified retrospective method. Prior year reported amounts were not revised and are presented in accordance with accounting rules prior to the adoption of ASU 2020-06.

*Convertible Note Hedge*

In connection with the pricing of the Convertible Notes in December 2016 and January 2017, we entered into convertible note hedge transactions with respect to our Class A common stock (the “Note Hedge”). The Note Hedge transactions cover approximately 8.63 million shares of our Class A common stock and are exercisable upon conversion of the Convertible Notes. The Note Hedge will expire on December 15, 2023, unless earlier terminated. The Note Hedge transactions have been accounted for as part of additional paid-in capital.

*Warrant Transactions*

In connection with entering into the Note Hedge transactions described above, we also concurrently entered into separate warrant transactions (the “Warrants”), to sell warrants to acquire approximately 8.63 million shares of our Class A common stock in connection with the Note Hedge transactions at an initial strike price of approximately \$31.89 per share, which represents a premium of approximately 60.0% over the last reported sale price of our Class A common stock of \$19.93 on December 12, 2016 (initial issuance date of the Convertible Notes). The Warrants transactions have been accounted for as part of additional paid-in capital.

**WORLD WRESTLING ENTERTAINMENT, INC.****Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
*(Unaudited)***14. Long-Term Debt and Credit Facility**

Included within long-term debt are the following:

	As of	
	September 30, 2022	December 31, 2021
<b>Current portion of long-term debt:</b>		
Mortgage	\$ 444	\$ 430
Total current portion of long-term debt	\$ 444	\$ 430
<b>Long-term debt:</b>		
Mortgage	\$ 20,960	\$ 21,284
Total long-term debt	\$ 20,960	\$ 21,284
<b>Total</b>	<b>\$ 21,404</b>	<b>\$ 21,714</b>

*Revolving Credit Facility*

In May 2019, the Company entered into an amended and restated \$200,000 senior unsecured revolving credit facility with a syndicated group of banks, with JPMorgan Chase Bank, N.A. acting as Administrative Agent (the "Revolving Credit Facility"). The Revolving Credit Facility has a maturity date of May 24, 2024. Applicable interest rates for the borrowings under the Revolving Credit Facility are based on the Company's current consolidated leverage ratio. As of September 30, 2022, the LIBOR-based rate plus margin was 4.75%, and the Company is required to pay a commitment fee calculated at a rate per annum of 0.15% on the average daily unused portion of the Revolving Credit Facility. Under the terms of the Revolving Credit Facility, the Company is subject to certain financial covenants and restrictions, including restrictions on our ability to pay dividends and limitations with respect to our indebtedness, liens, mergers and acquisitions, dispositions of assets, investments, capital expenditures and transactions with affiliates.

As of September 30, 2022, the Company was in compliance with the terms of the Revolving Credit Facility and had available debt capacity under the Revolving Credit Facility of \$200,000. As of September 30, 2022 and December 31, 2021, there were no amounts outstanding under the Revolving Credit Facility.

*Mortgage*

In September 2016, the Company acquired real property and assumed future obligations under a loan agreement, dated June 8, 2015, in the principal amount of \$23,000, which loan is secured by a mortgage on the property. The loan bears interest at the rate of 4.50% per annum and requires monthly interest only payments of \$86 until June 2018 and interest and principal payments of \$117 per month thereafter, with a balloon payment upon maturity on July 5, 2025. There is a significant yield maintenance premium for prepayments. Pursuant to the loan agreement, since the assets of WWE Real Estate, a subsidiary of the Company, represent collateral for the underlying mortgage, these assets will not be available to satisfy debts and obligations due to any other creditors of the Company.

**15. Concentration of Credit Risk**

We continually monitor our position with, and the credit quality of, the financial institutions that are counterparties to our financial instruments. Our accounts receivable relates principally to a limited number of distributors, including WWE Network, television, and premium live event programming distributors, and licensees. We closely monitor the status of receivables with these customers and maintain allowances for anticipated losses as deemed appropriate. We believe credit risk with respect to accounts receivable is limited due to the generally high credit quality of the Company's major customers. At September 30, 2022, our largest receivable balance from customers was 24% of our gross accounts receivable. At December 31, 2021, our two largest receivable balances from customers were 38% and 26% of our gross accounts receivable. No other customers individually exceeded 10% of our gross accounts receivable balance.

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*(In thousands, except share data)*  
*(Unaudited)*

**16. Income Taxes**

As of September 30, 2022 and December 31, 2021, we had \$19,465 and \$13,100, respectively, of deferred income tax assets, net, included in our Consolidated Balance Sheets.

On August 16, 2022, the U.S. government enacted the Inflation Reduction Act (“The Act”). The Act introduced new provisions including a 15% corporate alternative minimum tax for certain large corporations. The Company does not believe it will be subject to such tax in the near future. The Act also imposes a 1% excise tax on certain stock repurchases made by publicly traded companies after December 31, 2022. The total taxable value of shares repurchased will be reduced by the fair market value of any newly issued shares during the taxable year. While additional guidance has not been issued, we are currently evaluating the applicability and the effect of the new law to our future cash flows and, based on our preliminary assessment, we do not expect a material impact on our consolidated financial statements.

The Company considers all available evidence, both positive and negative, to determine whether, based on the weight of that evidence, a valuation allowance is required to reduce the net deferred tax assets to the amount that is more likely than not to be realized in future periods. The Company believes that based on past performance, expected future taxable income and prudent and feasible tax planning strategies, it is more likely than not that the net deferred tax assets will be realized. Changes in these factors may cause us to increase our valuation allowance on deferred tax assets, which would impact our income tax expense in the period we determine that these factors have changed.

**17. Content Production Incentives**

The Company has access to various governmental programs that are designed to promote content production with the United States of America and certain international jurisdictions. Incentives earned with respect to expenditures on qualifying film production activities and capital projects are recorded as an offset to the related asset balances. Incentives earned with respect to television and other production activities are recorded as an offset to production expenses. The Company recognizes these benefits when we have reasonable assurance regarding the realizable amount of the incentives. During the three and nine months ended September 30, 2022 and 2021, the Company recognized \$14,500 and \$13,141, respectively, of content production incentives related to television and other production activities.

**18. Commitments and Contingencies**

Our future commitments related to our operating and finance leases are separately disclosed in Note 8, *Leases*.

*Legal Proceedings*

On January 11, 2022, a complaint was filed against the Company by MLW Media LLC (“MLW”) alleging that the Company supposedly interfered with MLW’s contractual relationship with Tubi, a streaming service owned by Fox Corp., and MLW’s prospective economic advantage with respect to its relationship with VICE TV, and supposedly engaged in unfair business practices in violation of the Sherman Antitrust Act and California law. Such supposedly unfair business practices are alleged to include cutting off competitors’ access to viewers and licensing opportunities, interfering with contracts, poaching talent, eliminating price competition, and misappropriating and attempting to misappropriate confidential information of its competitors. On March 15, 2022, the Company moved to dismiss all claims asserted in the complaint. MLW filed its response to the Company’s motion to dismiss on April 22, 2022. The Company believes that all claims in the lawsuit are without merit and intends to defend itself vigorously against them.

As previously announced, a Special Committee of independent members of the Company’s Board of Directors (the “Special Committee”) was formed to investigate alleged misconduct by the Company’s former Chairman and Chief Executive Officer, Vincent K. McMahon. Mr. McMahon resigned from all positions held with the Company on July 22, 2022 but remains a stockholder with a controlling interest. Although the Special Committee investigation is now complete, the Company has received, and may receive in the future, regulatory, investigative and enforcement inquiries, subpoenas or demands arising from, related to, or in connection with these matters.

In addition to the foregoing, from time to time we become a party to other lawsuits and claims. By its nature, the outcome of litigation is not known, but the Company does not currently expect this ordinary course litigation to have a material adverse effect on our financial condition, results of operations or liquidity.

**WORLD WRESTLING ENTERTAINMENT, INC.**

**Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
*(Unaudited)*

**19. Stockholders' Equity**

*Stock Repurchase Program*

In February 2019, the Company's Board of Directors authorized a stock repurchase program of up to \$500,000 of our common stock. Repurchases may be made from time to time at management's discretion subject to certain pre-approved parameters and in accordance with all applicable securities and other laws and regulations. The stock repurchase program does not obligate the Company to repurchase any minimum dollar amount or number of shares and may be modified, suspended or discontinued at any time. In light of the Special Committee investigation, the Company suspended the stock repurchase program during the second quarter of 2022. The Company has not yet resumed the program. The Company did not repurchase any shares of common stock during the three months ended September 30, 2022. During the nine months ended September 30, 2022, the Company repurchased 694,857 shares of common stock in the open market at an average price of \$57.57 for an aggregate amount of \$40,006. During the three months ended September 30, 2021, the Company repurchased 431,704 shares of common stock in the open market at an average price of \$50.68 for an aggregate amount of \$21,880. During the nine months ended September 30, 2021, the Company repurchased 2,265,701 shares of common stock in the open market at an average price of \$51.03 for an aggregate amount of \$115,630. As of September 30, 2022, \$210,924 of common stock remained under the original stock repurchase program authorization.

Stock repurchases are accounted for under the cost method. All shares repurchased to date have been retired by the Company with no unsettled share repurchases as of September 30, 2022. When the Company retires its own common stock, the excess of the repurchase price over par value is allocated between additional paid-in capital and retained earnings, with certain limitations. The portion allocated to additional paid-in capital is determined by applying a percentage, determined by dividing the number of shares to be retired by the number of shares issued and outstanding as of the retirement date, to the balance of additional paid-in capital as of the retirement date. Direct costs incurred to repurchase the common stock were not material and were expensed in the period incurred. For the three months ended September 30, 2021, \$17,847 and \$4,028 was deducted from retained earnings and additional paid-in capital, respectively, related to the common stock shares retired. For the nine months ended September 30, 2022 and 2021, \$33,560 and \$94,834, and \$6,439 and \$20,773, respectively, was deducted from retained earnings and additional paid-in capital, respectively, related to the common stock shares retired.

*Stock issuances and other, net*

During the nine months ended September 30, 2022 and 2021, Stock issuances and other, net in our Consolidated Statements of Stockholders' Equity include non-cash capital contributions of \$2,700 and \$1,200, respectively, from our principal stockholder. These non-cash capital contributions represent amounts paid personally by Mr. McMahon, our principal stockholder, to certain counterparties. See Note 20, *Related Parties*, for additional information. Included in the amount of non-cash capital contributions for the nine months ended September 30, 2022 is an immaterial out-of-period correction of previously omitted non-cash capital contributions that were identified during the second quarter of 2022.

**20. Related Parties**

Vincent K. McMahon, the Company's former Chairman of the Board of Directors and Chief Executive Officer, who resigned from all positions held with the Company on July 22, 2022, controls a substantial majority of the voting power of the issued and outstanding shares of our common stock ("Mr. McMahon"). Through the beneficial ownership of a substantial majority of our Class B common stock, Mr. McMahon can effectively exercise control over our affairs.

On June 17, 2022, the Company and its Board of Directors announced that the Special Committee was formed to investigate alleged misconduct by Mr. McMahon, who remains a stockholder with a controlling interest, and another executive, who is also no longer with the Company. The findings of the Special Committee investigation identified agreements executed by Mr. McMahon which were previously unknown to the Company. On July 25, 2022, the Company announced that it had determined that certain payments that Mr. McMahon agreed to make during the period from 2006 through 2022 (including amounts paid and payable in the future totaling \$14,600), were not appropriately recorded as expenses in the Company's Consolidated Financial Statements during the periods in which the expenses became probable and estimable. The Company subsequently identified two additional payments totaling \$5,000, unrelated to the alleged misconduct by Mr. McMahon that led to the Special Committee investigation, that Mr. McMahon made in 2007 and 2009 that were not appropriately recorded as expenses in the Company's Consolidated Financial Statements during the periods in which the expenses became probable and estimable. Together, these previously unrecorded expenses total \$19,600 (the "Previously Unrecorded

**WORLD WRESTLING ENTERTAINMENT, INC.**

**Notes to Consolidated Financial Statements**  
*(In thousands, except share data)*  
*(Unaudited)*

Expenses”). As disclosed in the 2021 10-K/A and the Company’s Form 10-Q/A filed August 16, 2022 for the three months ended March 31, 2022, the Company has revised its previously reported Consolidated Financial Statements to correct these immaterial accounting errors resulting from the Previously Unrecorded Expenses. All payments underlying the Previously Unrecorded Expenses were or will be paid by Mr. McMahon personally. The Special Committee investigation is now complete and the Special Committee has been disbanded. Management is working with the Board of Directors to implement the recommendations of the Special Committee related to the investigation.

During the nine months ended September 30, 2022 and 2021, Mr. McMahon made payments of \$2,200 and \$1,200, respectively, associated with the Previously Unrecorded Expenses. These payments are considered capital contributions and are included as a component of Stock issuances and other, net on our Consolidated Statements of Stockholders’ Equity. As of September 30, 2022 and December 31, 2021, total liabilities of \$4,400 and \$6,600, respectively, were included on our Consolidated Balance Sheets related to the Previously Unrecorded Expenses.

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### **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

You should read the following discussion in conjunction with the consolidated financial statements and related notes included elsewhere in this report.

Our operations are organized around the following principal activities:

#### **Media:**

- The Media segment reflects the production and monetization of long-form and short-form video content across various platforms, including WWE Network, broadcast and pay television, digital and social media, as well as filmed entertainment. Across these platforms, revenues principally consist of content rights fees, subscriptions to WWE Network, and advertising and sponsorships. Effective March 18, 2021, the domestic monetization of WWE Network is generated from content license fees and certain shared sponsorship revenues from NBC Universal ("NBCU"). Media segment revenues for the nine months ended September 30, 2021 include the upfront revenue recognition related to the delivery of certain intellectual property rights under this agreement.

#### **Live Events:**

- Live events provide ongoing content for our media platforms. Live Event segment revenues consist primarily of ticket sales, revenues from events for which we receive a fixed fee, as well as the sale of travel packages associated with the Company's global live events. As a result of the global spread of the coronavirus pandemic ("COVID-19"), these revenues had been greatly limited from March 2020 through the first half of 2021. In July 2021, we resumed our domestic and international live event touring schedules.

#### **Consumer Products:**

- The Consumer Products segment engages in the merchandising of WWE branded products, such as video games, toys and apparel, through licensing arrangements and direct-to-consumer sales. Revenues principally consist of royalties and licensee fees related to WWE branded products, and sales of merchandise distributed at our live events and through eCommerce platforms.

### **Results of Operation**

The Company presents Adjusted OIBDA as the primary measure of segment profit (loss). The Company defines Adjusted OIBDA as operating income before depreciation and amortization, excluding stock-based compensation, certain impairment charges and other non-recurring items that management deems would impact the comparability of results between periods. Adjusted OIBDA includes depreciation and amortization expenses directly related to supporting the operations of our segments, including content production asset amortization, depreciation and amortization of costs related to content delivery and technology assets utilized for WWE Network, as well as amortization of right-of-use assets related to finance leases of equipment used to produce and broadcast our live events. The Company believes the presentation of Adjusted OIBDA is relevant and useful for investors because it allows investors to view our segment performance in the same manner as the primary method used by management to evaluate segment performance and make decisions about allocating resources. Additionally, we believe that Adjusted OIBDA is a primary measure used by media investors, analysts and peers for comparative purposes.

Adjusted OIBDA is a non-GAAP financial measure and may be different than similarly titled non-GAAP financial measures used by other companies. A limitation of Adjusted OIBDA is that it excludes depreciation and amortization, which represents the periodic charge for certain fixed assets and intangible assets used in our business. Additionally, Adjusted OIBDA excludes stock-based compensation, a non-cash expense that may vary between periods with limited correlation to underlying operating performance, as well as other non-recurring items that management deems would impact the comparability of results between periods. Adjusted OIBDA should not be regarded as an alternative to operating income or net income as an indicator of operating performance, or to the statement of cash flows as a measure of liquidity, nor should it be considered in isolation or as a substitute for financial measures prepared in accordance with GAAP. We believe that operating income is the most directly comparable GAAP financial measure to Adjusted OIBDA. See Note 3, *Segment Information*, in the accompanying consolidated financial statements for a reconciliation of Adjusted OIBDA to operating income for the periods presented.

Unallocated corporate general and administrative expenses largely relate to corporate functions such as finance, investor relations, community relations, corporate communications, information technology, legal, facilities, human resources and our Board of Directors. These unallocated corporate general and administrative expenses will be shown, as applicable, as a reconciling item in tables where segment and consolidated results are both shown.

[Table of Contents](#)**Summary**

**Three Months Ended September 30, 2022 compared to Three Months Ended September 30, 2021**  
(dollars in millions, except where noted)

The following tables present our consolidated results followed by our Adjusted OIBDA results:

	Three Months Ended September 30,		Increase (decrease)
	2022	2021	
<b>Net revenues</b>			
Media	\$ 233.0	\$ 202.7	15 %
Live Events	35.2	28.0	26 %
Consumer Products	36.4	25.1	45 %
Total net revenues (1)	304.6	255.8	19 %
<b>Operating expenses</b>			
Media	127.5	105.4	21 %
Live Events	22.3	16.9	32 %
Consumer Products	16.8	16.7	1 %
Total operating expenses (2)	166.6	139.0	20 %
<b>Marketing and selling expenses</b>			
Media	15.7	14.6	8 %
Live Events	3.3	2.0	65 %
Consumer Products	1.0	1.2	(17)%
Total marketing and selling expenses	20.0	17.8	12 %
General and administrative expenses (3)	49.9	24.9	100 %
Depreciation and amortization	9.2	10.1	(9)%
Operating income	58.9	64.0	(8)%
Interest expense	5.4	8.5	(36)%
Other expense, net	(0.1)	0.3	(133)%
Income before income taxes	53.4	55.8	(4)%
Provision for income taxes	11.7	12.3	(5)%
Net income	\$ 41.7	\$ 43.5	(4)%

- (1) Our consolidated net revenues increased by \$48.8 million, or 19%, in the current year quarter as compared to the prior year quarter. This increase was driven by \$15.4 million of additional revenues associated with the contractual escalations of our domestic and international distribution agreements for our flagship programs, coupled with \$14.6 million of incremental revenues driven by the delivery of third-party original programming. The current year quarter also includes additional consumer product licensing revenues of \$11.1 million primarily driven by the recognition of minimum guarantees related to the Company's licensed collectibles. For further analysis, refer to Management's Discussion and Analysis of our business segments.
- (2) Our consolidated operating expenses increased by \$27.6 million, or 20%, in the current year quarter as compared to the prior year quarter. This increase was primarily driven by higher production-related costs associated with our premium live events and third-party programming, coupled with higher event-related costs associated with our live events. In the current year quarter, we incurred \$23.2 million of higher production-related costs within our Media segment, primarily associated with the creation of the Company's premium live events as well as third-party programming. We also incurred \$4.3 million of higher event-related costs within our Live Events segment, primarily driven by the impact of additional events in the current year quarter. For further analysis, refer to Management's Discussion and Analysis of our business segments.
- (3) Our consolidated general and administrative expenses increased by \$25.0 million, or 100%, in the current year quarter as compared to the prior year quarter. This increase was primarily driven by \$17.7 million of professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors coupled with \$3.4 million of additional staff-related costs. For further analysis, refer to Management's Discussion and Analysis of our business segments.



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	Three Months Ended			
	September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 58.9	19 %	\$ 64.0	25 %
Depreciation and amortization	9.2	3 %	10.1	4 %
Stock-based compensation	5.4	2 %	3.8	1 %
Other adjustments (1)	17.7	6 %	—	— %
Adjusted OIBDA	<u>\$ 91.2</u>	<u>30 %</u>	<u>\$ 77.9</u>	<u>30 %</u>

- (1) Other adjustments in the current year quarter include professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors.

	Three Months Ended		Increase (decrease)
	September 30,		
	2022	2021	
<b>Adjusted OIBDA</b>			
Media	\$ 93.9	\$ 85.6	10 %
Live Events	9.8	9.3	5 %
Consumer Products	18.8	7.5	151 %
Corporate	(31.3)	(24.5)	(28)%
Total Adjusted OIBDA	<u>\$ 91.2</u>	<u>\$ 77.9</u>	<u>17 %</u>

**Media**

The following tables present the performance results and key drivers for our Media segment:

	Three Months Ended		Increase (decrease)
	September 30,		
	2022	2021	
<b>Net Revenues</b>			
Network (including pay-per-view) (1)	\$ 46.5	\$ 43.1	8 %
Core content rights fees (2)	156.7	141.3	11 %
Advertising and sponsorship (3)	13.2	16.1	(18)%
Other (4)	16.6	2.2	655 %
Total net revenues	<u>\$ 233.0</u>	<u>\$ 202.7</u>	<u>15 %</u>

- (1) Network revenues consist primarily of license fees associated with the domestic distribution of WWE Network content to NBCU (effective March 18, 2021), as well as subscription fees from customers of WWE Network and license fees associated with our international licensed partner agreements.
- (2) Core content rights fees consist primarily of licensing revenues from the distribution of our flagship programs, *RAW* and *SmackDown*, as well as our *NXT* programming, through global broadcast, pay television and digital platforms.
- (3) Advertising and sponsorships revenues within our Media segment consist primarily of advertising revenues from the Company's content on third-party social media platforms and sponsorship fees from sponsors who promote their products utilizing the Company's media platforms, including promotion on the Company's digital websites and on-air promotional media spots.
- (4) Other revenues within our Media segment reflect revenues from the distribution of other WWE content, including, but not limited to, certain live in-ring programming content in international markets, scripted, reality and other programming, as well as theatrical and direct-to-home video releases.

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	Three Months Ended			
	September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 86.1	37 %	\$ 79.2	39 %
Depreciation and amortization	3.8	2 %	3.5	2 %
Stock-based compensation	4.0	2 %	2.9	1 %
Other adjustments	—	— %	—	— %
Adjusted OIBDA	<u>\$ 93.9</u>	<u>40 %</u>	<u>\$ 85.6</u>	<u>42 %</u>

Media net revenues increased by \$30.3 million, or 15%, in the current year quarter as compared to the prior year quarter. This increase was primarily driven by an increase in our core content rights fees of \$15.4 million, or 11%, driven primarily by the contractual escalations of our domestic and international distribution agreements for our flagship programs, *RAW* and *SmackDown*. Other revenues within the Media segment increased by \$14.4 million primarily driven by the delivery of third-party original programming.

Media Adjusted OIBDA as a percentage of revenues decreased in the current year quarter as compared to the prior year quarter, as the increase in core content rights fees and the impact of third-party original programming was offset by \$16.3 million of higher production-related costs to support the creation of the Company's media content.

**Live Events**

The following tables present the performance results and key drivers for our Live Events segment:

	Three Months Ended		Increase (decrease)
	September 30,		
	2022	2021	
<b>Net Revenues</b>			
North American ticket sales	\$ 24.1	\$ 23.8	1 %
International ticket sales	8.0	2.4	233 %
Advertising and sponsorship (1)	1.3	0.4	225 %
Other (2)	1.8	1.4	29 %
Total net revenues	<u>\$ 35.2</u>	<u>\$ 28.0</u>	<u>26 %</u>

**Operating Metrics (3)**

Total live event attendance	410,300	346,000	19 %
Number of North American events	57	38	50 %
Average North American attendance	6,250	8,320	(25)%
Average North American ticket price (dollars)	\$ 67.23	\$ 75.13	(11)%
Number of international events	1	4	(75)%
Average international attendance	54,000	7,420	628 %
Average international ticket price (dollars)	\$ 148.52	\$ 81.96	81 %

- (1) Advertising and sponsorships revenues within our Live Events segment primarily consists of fees from advertisers and sponsors who promote their products utilizing the Company's live events (i.e., presenting sponsor of fan engagement events and advertising signage at the event).
- (2) Other revenues within our Live Events segment primarily consists of the sale of travel packages associated with the Company's global live events, as well as revenues from events for which the Company receives a fixed fee.
- (3) Metrics exclude the events for our developmental NXT brands that typically conduct their events in smaller venues with lower ticket prices.

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	Three Months Ended September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 9.6	27 %	\$ 9.1	33 %
Depreciation and amortization	—	— %	—	— %
Stock-based compensation	0.2	1 %	0.2	1 %
Other adjustments	—	— %	—	— %
Adjusted OIBDA	<u>\$ 9.8</u>	<u>28 %</u>	<u>\$ 9.3</u>	<u>33 %</u>

Live Events net revenues, which include revenues from ticket sales and travel packages, increased by \$7.2 million in the current year quarter as compared to the prior year quarter. Revenues from our ticket sales increased by \$5.9 million primarily due to the impact of the Company's international premium live event, *Clash at the Castle*, in September 2022.

Live Events Adjusted OIBDA as a percentage of revenues decreased in the current year quarter as compared to the prior year quarter. The increase in ticket sales was mostly offset by \$4.3 million of higher event-related costs associated with conducting 16 additional events in the current year quarter.

**Consumer Products**

The following tables present the performance results and key drivers for our Consumer Products segment:

	Three Months Ended September 30,		Increase (decrease)
	2022	2021	
<b>Net Revenues</b>			
Consumer product licensing	\$ 22.6	\$ 11.6	95 %
eCommerce	7.6	8.2	(7)%
Venue merchandise	6.2	5.3	17 %
Total net revenues	<u>\$ 36.4</u>	<u>\$ 25.1</u>	<u>45 %</u>

**Operating Metrics**

Average eCommerce revenue per order (dollars)	\$ 58.10	\$ 62.34	(7)%
Number of eCommerce orders	26,300	130,100	(80)%
Venue merchandise domestic per capita spending (dollars)	\$ 14.77	\$ 14.20	4 %

	Three Months Ended September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 18.5	51 %	\$ 7.2	29 %
Depreciation and amortization	0.1	0 %	—	— %
Stock-based compensation	0.2	1 %	0.3	1 %
Other adjustments	—	— %	—	— %
Adjusted OIBDA	<u>\$ 18.8</u>	<u>52 %</u>	<u>\$ 7.5</u>	<u>30 %</u>

Consumer Products net revenues increased by \$11.3 million, or 45%, in the current year quarter as compared to the prior year quarter. This increase was primarily driven by an increase in consumer product licensing revenues of \$11.0 million, or 95%, primarily driven by the revenue recognition for certain agreements with minimum guarantees related to the Company's licensed collectibles.

Consumer Products Adjusted OIBDA as a percentage of revenues increased in the current year quarter as compared to the prior year quarter primarily driven by the increased revenues, as discussed above.

**Corporate**

Unallocated corporate general and administrative expenses largely relate to corporate administrative functions, including finance, investor relations, community relations, corporate communications, information technology, legal, human resources and our Board of Directors. The Company does not allocate these general and administrative expenses to its business segments.

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	Three Months Ended September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Loss to Adjusted OIBDA</b>				
Operating loss	\$ (55.3)	(18)%	\$ (31.5)	(12)%
Depreciation and amortization	5.3	2 %	6.6	3 %
Stock-based compensation	1.0	0 %	0.4	0 %
Other adjustments (1)	17.7	6 %	—	— %
Adjusted OIBDA	<u>\$ (31.3)</u>	<u>(10)%</u>	<u>\$ (24.5)</u>	<u>(10)%</u>

- (1) Other adjustments in the current year quarter include professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors.

Corporate Adjusted OIBDA decreased by \$6.8 million, or 28%, in the current year quarter as compared to the prior year quarter. This decrease was primarily driven by \$4.6 million of additional staff-related and consulting costs to support the Company's strategic initiatives.

**Depreciation and Amortization**

	Three Months Ended September 30,		Increase (decrease)
	2022	2021	
Depreciation and amortization	\$ 9.2	\$ 10.1	(9) %

Depreciation and amortization expense declined by \$0.9 million in the current year quarter as compared to the prior year quarter. This decline was driven by the impact of prior period capital expenditures that have fully depreciated.

**Interest Expense**

	Three Months Ended September 30,		Increase (decrease)
	2022	2021	
Interest expense	\$ 5.4	\$ 8.5	(36)%

Interest expense, which relates primarily to interest and amortization associated with our convertible notes, our real estate and equipment finance leases, the revolving credit facility and mortgage, declined by \$3.1 million in the current year quarter as compared to the prior year quarter. The prior year quarter included \$1.4 million of interest expense related to the unamortized debt discount associated with our convertible notes, which was derecognized as of January 1, 2022 upon the adoption of ASU 2020-06. The current year quarter includes a reduction of \$0.9 million of interest expense associated with the Company's finance leases. This reduction was primarily driven by the amendment to the Company's Stamford headquarter lease during the fourth quarter of 2021 that reduced the lease space by approximately 33,000 rentable square feet. Additionally, the Company capitalized \$0.9 million of interest expense associated with its projects in progress during the current year quarter.

**Other (Expense) Income, Net**

	Three Months Ended September 30,		Increase (decrease)
	2022	2021	
Other expense, net	\$ (0.1)	\$ 0.3	(133)%

Other (expense) income, net is comprised of interest income, gains and losses recorded on our equity investments, realized translation gains and losses, and rental income.

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**Income Taxes**

	Three Months Ended September 30,		Increase (decrease)
	2022	2021	
Provision for income taxes	\$ 11.7	\$ 12.3	(5) %
Effective tax rate	22 %	22 %	

The effective tax rate was essentially unchanged in the current year quarter as compared to the prior year quarter.

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### *Nine Months Ended September 30, 2022 compared to Nine Months Ended September 30, 2021*

*(dollars in millions, except where noted)*

The following tables present our consolidated results followed by our Adjusted OIBDA results:

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
<b>Net revenues</b>			
Media	\$ 754.2	\$ 678.6	11 %
Live Events	99.3	37.7	163 %
Consumer Products	112.7	68.6	64 %
Total net revenues (1)	966.2	784.9	23 %
<b>Operating expenses</b>			
Media	415.1	363.8	14 %
Live Events	65.7	29.3	124 %
Consumer Products	63.4	44.1	44 %
Total operating expenses (2)	544.2	437.2	24 %
<b>Marketing and selling expenses</b>			
Media	46.2	46.7	(1)%
Live Events	8.8	2.9	203 %
Consumer Products	3.5	3.1	13 %
Total marketing and selling expenses	58.5	52.7	11 %
General and administrative expenses (3)	114.5	87.8	30 %
Depreciation and amortization	28.4	31.8	(11)%
Operating income	220.6	175.4	26 %
Interest expense	16.4	25.5	(36)%
Other income, net	—	0.7	(100)%
Income before income taxes	204.2	150.6	36 %
Provision for income taxes	47.4	34.1	39 %
Net income	\$ 156.8	\$ 116.5	35 %

- (1) Our consolidated net revenues increased by \$181.3 million, or 23%, in the current year period as compared to the prior year period. This increase was driven by \$68.9 million of incremental ticket and merchandise sales due to the return of ticketed audiences at our live events, coupled with the timing of a large-scale international event. The current year period also includes additional consumer product licensing revenues of \$31.4 million primarily driven by higher sales of the Company's licensed video games and the recognition of minimum guarantees related to the Company's licensed collectibles. Additionally, the Company recognized incremental revenues of \$27.1 million associated with the contractual escalations of our key domestic distribution agreements for our flagship programs. For further analysis, refer to Management's Discussion and Analysis of our business segments.
- (2) Our consolidated operating expenses increased by \$107.0 million, or 24%, in the current year period as compared to the prior year period. This increase was primarily driven by the timing of a large-scale international event, coupled with higher event-related costs associated with the resumption of live event touring and higher production-related costs associated with our premium live events. In the current year period, we incurred \$49.2 million of higher production-related costs within our Media segment, primarily driven by the timing of a large-scale international event and additional production costs associated with our premium live events and third-party programming. We also incurred \$31.0 million of higher event-related costs within our Live Events segment, primarily driven by the impact of additional events associated with the return to live event touring. The current year period also includes \$6.9 million of certain variable costs within our Consumer Products segment driven by higher sales of our licensed products and merchandise. The prior year period included lower management incentive compensation costs resulting from the benefit associated with the combination of WWE's television, digital and studios teams into one organization. For further analysis, refer to Management's Discussion and Analysis of our business segments.
- (3) Our consolidated general and administrative expenses increased by \$26.7 million, or 30%, in the current year period as compared to the prior year period. This increase was primarily driven by \$19.4 million of professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors. In the current year period, we also incurred \$5.5 million of additional staff-related costs and \$2.7 million of additional insurance expenses to support the Company's strategic initiatives. The prior year period included \$8.1 million of severance expenses primarily associated with the combination of WWE's television, digital and studios teams into one organization. For further analysis, refer to Management's Discussion and Analysis of our business segments.

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	Nine Months Ended September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 220.6	23 %	\$ 175.4	22 %
Depreciation and amortization	28.4	3 %	31.8	4 %
Stock-based compensation	26.0	3 %	14.6	2 %
Other adjustments (1)	19.4	2 %	8.1	1 %
Adjusted OIBDA	<u>\$ 294.4</u>	<u>30 %</u>	<u>\$ 229.9</u>	<u>29 %</u>

- (1) Other adjustments in the current year period include professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors. Other adjustments in the prior year period included severance expenses primarily associated with the combination of WWE's television, digital and studios teams into one organization.

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
	<b>Adjusted OIBDA</b>		
Media	\$ 312.8	\$ 278.4	12 %
Live Events	26.4	6.1	333 %
Consumer Products	47.2	22.6	109 %
Corporate	(92.0)	(77.2)	(19)%
Total Adjusted OIBDA	<u>\$ 294.4</u>	<u>\$ 229.9</u>	<u>28 %</u>

**Media**

The following tables present the performance results and key drivers for our Media segment:

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
	<b>Net Revenues</b>		
Network (including pay-per-view) (1)	\$ 166.5	\$ 184.0	(10)%
Core content rights fees (2)	450.0	422.8	6 %
Advertising and sponsorship (3)	50.9	50.4	1 %
Other (4)	86.8	21.4	306 %
Total net revenues	<u>\$ 754.2</u>	<u>\$ 678.6</u>	<u>11 %</u>

- (1) Network revenues consist primarily of license fees associated with the domestic distribution of WWE Network content to NBCU (effective March 18, 2021), as well as subscription fees from customers of WWE Network and license fees associated with our international licensed partner agreements. Network revenues for the nine months ended September 30, 2021 include the upfront revenue recognition related to the delivery of certain WWE Network intellectual property rights to NBCU during the first quarter of 2021.
- (2) Core content rights fees consist primarily of licensing revenues from the distribution of our flagship programs, *RAW* and *SmackDown*, as well as our *NXT* programming, through global broadcast, pay television and digital platforms.
- (3) Advertising and sponsorships revenues within our Media segment consist primarily of advertising revenues from the Company's content on third-party social media platforms and sponsorship fees from sponsors who promote their products utilizing the Company's media platforms, including promotion on the Company's digital websites and on-air promotional media spots.
- (4) Other revenues within our Media segment reflect revenues from the distribution of other WWE content, including, but not limited to, certain live in-ring programming content in international markets, scripted, reality and other programming, as well as theatrical and direct-to-home video releases.

	Nine Months Ended September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 281.9	37 %	\$ 257.1	38 %
Depreciation and amortization	11.0	1 %	11.0	2 %
Stock-based compensation	19.9	3 %	10.3	2 %
Other adjustments	—	— %	—	— %
Adjusted OIBDA	<u>\$ 312.8</u>	<u>41 %</u>	<u>\$ 278.4</u>	<u>41 %</u>

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Media net revenues increased by \$75.6 million, or 11%, in the current year period as compared to the prior year period. Other revenues within the Media segment increased by \$65.4 million, driven primarily by the impact of a large-scale international event, coupled with \$15.8 million of incremental revenues related to the timing of delivery associated with third-party original programming. Our core content rights fees increased by \$27.2 million, or 6%, driven primarily by the contractual escalations of our key domestic distribution agreements for our flagship programs, *RAW* and *SmackDown*. These increases were partially offset by a decrease in Network revenues of \$17.5 million, or 10%, primarily driven by the upfront revenue recognition during the first quarter of 2021 related to the delivery of certain WWE intellectual property rights to NBCU. The decline was partially offset by increased content license fees associated with the delivery of new WWE Network content in the current year period.

Media Adjusted OIBDA as a percentage of revenues remained flat in the current year period as compared to the prior year period. This increase was driven by the impact of a large-scale international event as well as the increases in core content rights fees and the impact of third-party original programming. These increases were offset by a reduction in Network revenues coupled with \$16.9 million of higher production-related costs to support the creation of the Company's media content.

### Live Events

The following tables present the performance results and key drivers for our Live Events segment:

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
<b>Net Revenues</b>			
North American ticket sales	\$ 78.9	\$ 30.5	159 %
International ticket sales	10.2	2.4	325 %
Advertising and sponsorship (1)	4.0	0.7	471 %
Other (2)	6.2	4.1	51 %
Total net revenues	<u>\$ 99.3</u>	<u>\$ 37.7</u>	163 %
<b>Operating Metrics (3)</b>			
Total live event attendance	1,107,400	386,400	187 %
Number of North American events	164	40	310 %
Average North American attendance	6,260	8,920	(30)%
Average North American ticket price (dollars)	\$ 76.04	\$ 84.89	(10)%
Number of international events	6	4	50 %
Average international attendance	13,370	7,420	80 %
Average international ticket price (dollars)	\$ 126.91	\$ 81.96	55 %

- (1) Advertising and sponsorships revenues within our Live Events segment primarily consists of fees from advertisers and sponsors who promote their products utilizing the Company's live events (i.e., presenting sponsor of fan engagement events and advertising signage at the event).
- (2) Other revenues within our Live Events segment primarily consists of the sale of travel packages associated with the Company's global live events, as well as revenues from events for which the Company receives a fixed fee.
- (3) Metrics exclude the events for our developmental NXT brands that typically conduct their events in smaller venues with lower ticket prices.

	Nine Months Ended September 30,			
	2022		2021	
		% of Rev		% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 24.8	25 %	\$ 5.5	15 %
Depreciation and amortization	0.1	0 %	—	— %
Stock-based compensation	1.5	2 %	0.6	2 %
Other adjustments	—	— %	—	— %
Adjusted OIBDA	<u>\$ 26.4</u>	27 %	<u>\$ 6.1</u>	16 %

Live Events net revenues, which include revenues from ticket sales and travel packages, increased by \$61.6 million in the current year period as compared to the prior year period. Revenues from our ticket sales increased by \$56.2 million due to impact of the return of ticketed events, including a return to full capacity attendance for our annual *WrestleMania* events in April 2022 and an international premium live event, *Clash at the Castle*, in September 2022.

Live Events Adjusted OIBDA increased in the current year period as compared to the prior year period. This increase was driven by the increase in ticket sales, as discussed above, partially offset by increased event-related costs associated with conducting 126 additional events in the current year period.



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**Consumer Products**

The following tables present the performance results and key drivers for our Consumer Products segment:

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
<b>Net Revenues</b>			
Consumer product licensing	\$ 65.2	\$ 33.9	92 %
eCommerce	28.2	28.1	0 %
Venue merchandise	19.3	6.6	192 %
Total net revenues	<u>\$ 112.7</u>	<u>\$ 68.6</u>	64 %
<b>Operating Metrics</b>			
Average eCommerce revenue per order (dollars)	\$ 64.88	\$ 65.93	(2)%
Number of eCommerce orders	290,200	422,800	(31)%
Venue merchandise domestic per capita spending (dollars)	\$ 15.20	\$ 16.22	(6)%

	Nine Months Ended September 30,			
	2022	% of Rev	2021	% of Rev
<b>Reconciliation of Operating Income to Adjusted OIBDA</b>				
Operating income	\$ 45.6	40 %	\$ 21.3	31 %
Depreciation and amortization	0.2	0 %	0.1	0 %
Stock-based compensation	1.4	1 %	1.2	2 %
Other adjustments	—	— %	—	— %
Adjusted OIBDA	<u>\$ 47.2</u>	42 %	<u>\$ 22.6</u>	33 %

Consumer Products net revenues increased by \$44.1 million, or 64%, in the current year period as compared to the prior year period. This increase was driven by an increase in consumer product licensing revenues of \$31.3 million, or 92%, primarily due to \$14.6 million of higher sales of the Company's licensed video games, including our franchise game *WWE 2K22*. Consumer product licensing revenues also include \$13.7 million of incremental revenues associated with our licensed collectibles, primarily driven by the revenue recognition for certain agreements with minimum guarantees and higher sales associated with our trading cards. Venue merchandise revenues increased by \$12.7 million resulting from the sale of merchandise at our ticketed events in the current year.

Consumer Products Adjusted OIBDA as a percentage of revenues increased in the current year period as compared to the prior year period. This increase was driven by increased revenues, as discussed above, partially offset by an increase in certain variable costs, including higher costs related to global supply chain constraints.

**Corporate**

Unallocated corporate general and administrative expenses largely relate to corporate administrative functions, including finance, investor relations, community relations, corporate communications, information technology, legal, human resources and our Board of Directors. The Company does not allocate these general and administrative expenses to its business segments.

	Nine Months Ended September 30,			
	2022	% of Rev	2021	% of Rev
<b>Reconciliation of Operating Loss to Adjusted OIBDA</b>				
Operating loss	\$ (131.7)	(14)%	\$ (108.5)	(14)%
Depreciation and amortization	17.1	2 %	20.7	3 %
Stock-based compensation	3.2	0 %	2.5	0 %
Other adjustments (1)	19.4	2 %	8.1	1 %
Adjusted OIBDA	<u>\$ (92.0)</u>	(10)%	<u>\$ (77.2)</u>	(10)%

- (1) Other adjustments in the current year period include professional fees and severance expenses associated with the investigation by the Special Committee of independent members of the Company's Board of Directors. Other adjustments in the prior year period included severance expenses primarily associated with the combination of WWE's television, digital and studios teams into one organization.

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Corporate Adjusted OIBDA decreased by \$14.8 million, or 19%, in the current year period as compared to the prior year period. This decrease was primarily driven by \$9.9 million of additional staff-related, insurance and consulting costs to support the Company's strategic initiatives.

### Depreciation and Amortization

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
Depreciation and amortization	\$ 28.4	\$ 31.8	(11)%

Depreciation and amortization expense declined by \$3.4 million in the current year period as compared to the prior year period. This decline was driven by the impact of prior period capital expenditures that have fully depreciated.

### Interest Expense

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
Interest expense	\$ 16.4	\$ 25.5	(36)%

Interest expense, which relates primarily to interest and amortization associated with our convertible notes, our real estate and equipment finance leases, the revolving credit facility and mortgage, declined by \$9.1 million in the current year period as compared to the prior year period. The prior year period included \$4.1 million of interest expense related to the unamortized debt discount associated with our convertible notes, which was derecognized as of January 1, 2022 upon the adoption of ASU 2020-06. The current year period includes a reduction of \$2.8 million of interest expense associated with the Company's finance leases. This reduction was primarily driven by the amendment to the Company's Stamford headquarter lease during the fourth quarter of 2021 that reduced the lease space by approximately 33,000 rentable square feet. Additionally, in the current year period the Company capitalized \$2.5 million of interest expense associated with its projects in progress.

### Other Income, Net

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
Other income, net	\$ —	\$ 0.7	(100)%

Other income, net is comprised of interest income, gains and losses recorded on our equity investments, realized translation gains and losses, and rental income.

### Income Taxes

	Nine Months Ended September 30,		Increase (decrease)
	2022	2021	
Provision for income taxes	\$ 47.4	\$ 34.1	39%
Effective tax rate	23 %	23 %	

The effective tax rate was essentially unchanged in the current year period as compared to the prior year period.

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### **Liquidity and Capital Resources**

We had cash and cash equivalents and short-term investments of \$441.0 million and \$415.8 million as of September 30, 2022 and December 31, 2021, respectively. Our short-term investments consist primarily of U.S. Treasury securities, corporate bonds, municipal bonds, and government agency bonds. Our debt balance totaled \$235.3 million and \$222.8 million as of September 30, 2022 and December 31, 2021, respectively, and includes the carrying value of \$213.9 million and \$201.1 million related to our convertible senior notes due 2023 as of September 30, 2022 and December 31, 2021, respectively.

The COVID-19 pandemic has negatively impacted the global economy, disrupted business operations and created significant volatility and disruption to financial markets. Significant uncertainty remains as to the potential impact of COVID-19 and its variants on our operations, and on the global economy as a whole. While restrictions have lessened and we have resumed our domestic and international live event touring schedules, the extent and duration of the pandemic could continue to disrupt global markets and may affect our ability to generate cash from operations. Additionally, refer to the risk factors previously disclosed in our Annual Report on Form 10-K/A for the year ended December 31, 2021, filed on August 16, 2022 (the “2021 10-K/A”), which provides a discussion of risk factors related to COVID-19.

We believe that our existing cash and cash equivalents and short-term investment balances, along with cash generated from operations, will be sufficient to meet our ongoing operating requirements for at least the next twelve months, inclusive of dividend payments, debt service, content production activities, planned capital expenditures and for any discretionary repurchase of shares of our common stock under our approved share repurchase program (see below for further details). The Company also has available capacity of \$200.0 million under its Revolving Credit Facility (defined below), which may be used, as needed, for general corporate purposes.

During 2021, the Company resumed construction on the build out of its new headquarter facility. The Company estimates that total capital expenditures related to the new headquarter facility through 2023 will be approximately \$270 million to \$300 million. The Company expects the total project spend will be partially offset by tenant improvement allowances, tax credits and proceeds from the sale of other real estate assets. The total net cost of the Company’s new headquarter through completion, net of all aforementioned items, is estimated within a range of \$160 million to \$180 million. The Company expects total capital expenditures will return to approximately 4% to 5% of revenues once construction of the Company’s new headquarter has been completed.

In February 2019, the Company’s Board of Directors authorized a stock repurchase program of up to \$500.0 million of our common stock. Repurchases may be made from time to time at management’s discretion subject to certain pre-approved parameters and in accordance with all applicable securities and other laws and regulations. The extent to which WWE repurchases its shares, and the timing of such repurchases, will depend upon a variety of factors, including liquidity, capital needs of the business, market conditions, regulatory requirements and other corporate considerations. Repurchases under this program may be funded by one or a combination of existing cash balances and free cash flow. The stock repurchase program does not obligate the Company to repurchase any minimum dollar amount or number of shares, and may be modified, suspended or discontinued at any time. In light of the Special Committee investigation, the Company suspended the stock repurchase program during the second quarter of 2022. The Company has not yet resumed the program. We repurchased approximately 695,000 shares of our common stock in the open market for an aggregate cost of \$40.0 million during the nine months ended September 30, 2022.

As it relates to our Convertible Notes (defined below), which pursuant to the terms are currently convertible, we believe that if note holders elect to convert their notes within the next twelve months, the Company has sufficient means to settle the Convertible Notes using any combination of existing cash and cash equivalents and investment balances, borrowings under our Revolving Credit Facility, cash generated from operations or through the issuance of shares.

#### *Debt Summary and Borrowing Capacity*

The Company has \$215.0 million aggregate principal amount of 3.375% convertible senior notes (the “Convertible Notes”) due December 15, 2023. See Note 13, *Convertible Debt*, and Note 5, *Earnings Per Share*, in the Notes to Consolidated Financial Statements for further information on the Convertible Notes, including the dilutive nature of the Convertible Notes.

In May 2019, the Company entered into an amended and restated \$200.0 million senior unsecured revolving credit facility with a syndicated group of banks, with JPMorgan Chase Bank, N.A. acting as Administrative Agent (the “Revolving Credit Facility”). The Revolving Credit Facility has a maturity date of May 24, 2024. As of September 30, 2022, the Company was in compliance with the provisions of our Revolving Credit Facility, there were no amounts outstanding, and the Company had available capacity under the terms of the facility of \$200.0 million.

In September 2016, the Company acquired land and a building located in Stamford, Connecticut adjacent to our production facility. In connection with the acquisition, we assumed future obligations under a loan agreement, in the principal amount of \$23.0 million, which loan is secured by a mortgage on the property. Pursuant to the loan agreement, the assets of WWE Real Estate, a subsidiary of the Company, represent collateral for the underlying mortgage, therefore these assets will not be available to satisfy debts and

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obligations due to any other creditors of the Company. As of September 30, 2022 and December 31, 2021, the amounts outstanding of the mortgage were \$21.4 million and \$21.7 million, respectively.

### *Cash Flows from Operating Activities*

Cash generated from operating activities was \$202.6 million in the nine months ended September 30, 2022, as compared to \$136.3 million for the corresponding period in the prior year. The \$66.3 million increase in the current year period was primarily driven by timing of collections associated with our large-scale international events and WWE Network revenues and, to a lesser extent, improved operating performance. These increases were partially offset by unfavorable changes in working capital.

In the current year period, we spent \$29.7 million on content production activities, including content for *A&E* programming, *Miz & Mrs.*, *WWE Evil*, and various programs for WWE Network and other digital platforms, as compared to \$12.6 million in the prior year period. We anticipate spending approximately \$10 million to \$15 million on content production activities during the remainder of the current year. We received content production incentives of \$7.6 million in the current year period, as compared to \$9.2 million received in the prior year period. We anticipate receiving approximately \$10 million of content production related incentives during the remainder of the year.

As previously announced, a Special Committee of independent members of the Company's Board of Directors was formed to investigate alleged misconduct by the Company's former Chairman and Chief Executive Officer, Vincent K. McMahon. The Special Committee investigation is now complete. Mr. McMahon resigned from all positions held with the Company on July 22, 2022 but remains a stockholder with a controlling interest. We spent \$9.5 million of the \$19.4 million of costs incurred associated with this investigation in the nine months ended September 30, 2022. We currently anticipate additional spending associated with the investigation during the remainder of the year and in 2023. We expect Mr. McMahon to reimburse the Company for reasonable expenses incurred in connection with the investigation.

Our accounts receivable represents a significant portion of our current assets and relate principally to a limited number of distributors and licensees. At September 30, 2022, our largest receivable balance from customers was 24% of our gross accounts receivable. Changes in the financial condition or operations of our distributors, customers or licensees may result in increased delayed payments or non-payments which would adversely impact our cash flows from operating activities and/or our results of operations. We believe credit risk with respect to accounts receivable is limited due to the generally high credit quality of the Company's major customers.

### *Cash Flows from Investing Activities*

Cash used in investing activities was \$100.1 million in the nine months ended September 30, 2022, as compared to \$73.5 million in the prior year period. During the current year period, we received proceeds from the maturities of our short-term investments of \$241.0 million and purchased \$225.3 million of new investments, as compared to purchases of \$225.3 million and proceeds of \$177.3 million in the prior year period. Capital expenditures increased by \$95.5 million in the current year period, including an additional \$87.7 million related to construction activity on the Company's new global headquarter space in Stamford, Connecticut. Capital expenditures for the remainder of the current year are estimated to range between \$95 million and \$115 million, with a large portion of this spend associated with the Company's new global headquarter, as previously discussed. In the current year period, we also received infrastructure improvement incentives of \$4.3 million related to prior year qualified capital expenditures.

### *Cash Flows from Financing Activities*

Cash used in financing activities was \$55.6 million for the nine months ended September 30, 2022, as compared to \$253.9 million in the prior year period. In the prior year period, the Company repaid \$100.0 million from borrowings under the Revolving Credit Facility. The Company paid \$40.0 million and \$115.6 million for stock repurchases under its approved stock repurchase program during the nine months ended September 30, 2022 and 2021, respectively. Additionally, the Company made dividend payments of \$26.8 million and \$27.4 million during the nine months ended September 30, 2022 and 2021, respectively. During the current year period, the Company received \$27.2 million related to tenant improvements associated with construction of its new global headquarter space. We anticipate receiving approximately \$10 million related to these tenant improvements during the remainder of the year.

## **Contractual Obligations**

Other than for obligations in the ordinary course of business, there have been no significant changes to our contractual obligations that were previously disclosed in the 2021 10-K/A.

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### **Application of Critical Accounting Policies**

There have been no significant changes to our critical accounting policies that were previously disclosed in the 2021 10-K/A or in the methodology used in formulating these significant judgments and estimates that affect the application of these policies.

### **Recent Accounting Pronouncements**

The information set forth under Note 2 to the Consolidated Financial Statements under the caption “*Recent Accounting Pronouncements*” is incorporated herein by reference.

### ***Cautionary Statement for Purposes of the “Safe Harbor” Provisions of the Private Securities Litigation Reform Act of 1995***

This Form 10-Q contains, and oral statements made from time to time by our representatives may contain, forward-looking statements pursuant to the safe harbor provisions of the Securities Litigation Reform Act of 1995. Forward looking statements include statements regarding, our outlook for future financial results, the impact of recent management changes, the findings of the investigation conducted by the Special Committee of independent members of our Board of Directors; our plans to remediate identified material weaknesses in our disclosure control and procedures and our internal control over financial reporting, and regulatory, investigative or enforcement inquiries, subpoenas or demands arising from, related to, or in connection with these matters. In addition, the words “may,” “will,” “could,” “anticipate,” “plan,” “continue,” “project,” “intend,” “estimate,” “believe,” “expect,” “outlook,” “target,” “goal,” “guidance” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such words. These statements relate to future possible events, as well as our 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. These forward-looking statements are subject to uncertainties relating to, without limitation, the departure of Vince McMahon from the Company and the appointment of Stephanie McMahon and Nick Khan as co-Chief Executive Officers; the findings of the investigation by the Special Committee of independent members of our Board of Directors; regulatory, investigative or enforcement inquiries, subpoenas or demands arising from, related to, or in connection with these matters; our ability to remediate material weaknesses in our disclosure controls and procedures and our internal control over financial reporting; and reputational harm to the Company’s relationships with its stockholders, customers, talent and partners, which may have adverse financial and operational impacts, among other factors. The following additional factors, among others, also could cause actual results to differ materially from those contained in forward-looking statements: the COVID-19 outbreak, which may continue to affect negatively world economies as well as our industry, business and results of operations; entering, maintaining and renewing major distribution and licensing agreements; a rapidly evolving and highly competitive media landscape; WWE Network; computer systems, content delivery and online operations of our Company and our business partners; privacy norms and regulations; our need to continue to develop creative and entertaining programs and events; our need to retain and continue to recruit key performers; the possibility of a decline in the popularity of our brand of sports entertainment; the resignation of Vincent K. McMahon; possible adverse changes in the regulatory atmosphere and related private sector initiatives; the highly competitive, rapidly changing and increasingly fragmented nature of the markets in which we operate and/or our inability to compete effectively, especially against competitors with greater financial resources or marketplace presence; uncertainties associated with international markets including possible disruptions and reputational risks; our difficulty or inability to promote and conduct our live events and/or other businesses if we do not comply with applicable regulations; our dependence on our intellectual property rights, our need to protect those rights, and the risks of our infringement of others’ intellectual property rights; the complexity of our rights agreements across distribution mechanisms and geographical areas; potential substantial liability in the event of accidents or injuries occurring during our physically demanding events; large public events as well as travel to and from such events; our expansion into new or complementary businesses, strategic investments and/or acquisitions; our accounts receivable; the construction and move to our new leased corporate and media production headquarters; litigation and other actions, investigations or proceedings; a change in the tax laws of key jurisdictions; our feature film business; a possible decline in general economic conditions and disruption in financial markets including any resulting from COVID-19; our indebtedness including our convertible notes; our potential failure to meet market expectations for our financial performance; through his beneficial ownership of a substantial majority of our Class B common stock, our controlling stockholder, Vincent K. McMahon could exercise ultimate control over our affairs, and his interests may conflict with the holders of our Class A common stock; our share repurchase program; a substantial number of shares are eligible for sale by the McMahons and the sale, or the perception of possible sales, of those shares could lower our stock price; and the volatility of our Class A common stock. In addition, our dividend and share repurchases are dependent on a number of factors, including, among other things, our liquidity and historical and projected cash flow, strategic plan (including alternative uses of capital), our financial results and condition, contractual and legal restrictions on the payment of dividends (including under our revolving credit facility), general economic and competitive conditions and such other factors as our Board of Directors may consider relevant. Forward-looking statements made by the Company speak only as of the date made and are subject to change without any obligation on the part of the Company to update or revise them. Undue reliance should not be placed on these statements. For more information about risks and uncertainties associated with the Company’s business, please refer to the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Risk Factors” sections of the Company’s SEC filings, including, but not limited to, our annual report on Form 10-K/A and quarterly reports on Form 10-Q/A and Form 10-Q.

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### **Item 3. *Quantitative and Qualitative Disclosures about Market Risk***

There have been no significant changes to our market risk factors that were previously disclosed in the 2021 10-K/A.

### **Item 4. *Controls and Procedures***

#### *Disclosure Controls and Procedures*

Our management, with the participation of our co-Chief Executive Officers and our President and Chief Financial Officer, have evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934. As a result of the material weaknesses in our internal control over financial reporting, as previously disclosed under Part II, “Item 9A, Controls and Procedures” in the 2021 10-K/A, our co-Chief Executive Officers and our President and Chief Financial Officer concluded that the Company’s disclosure controls and procedures were not effective as of September 30, 2022.

Notwithstanding the ineffective disclosure controls and procedures as a result of the identified material weaknesses, our co-Chief Executive Officers and our President and Chief Financial Officer have concluded that the consolidated financial statements as issued in this Quarterly Report on Form 10-Q present fairly, in all material respects, the Company’s financial position, results of operations and cash flows in accordance with generally accepted accounting principles in the United States of America (U.S. GAAP).

#### *Remediation Plan and Status*

Although the material weaknesses previously disclosed have not yet been fully remediated as of September 30, 2022, our management is committed to remediating identified control deficiencies (including both those that rise to the level of a material weakness and those that do not), fostering continuous improvement in our internal controls and enhancing our overall internal controls environment. Our management believes that these actions, when fully implemented, will remediate the material weaknesses we have identified and strengthen our internal control over financial reporting. Our remediation efforts are ongoing and additional initiatives may be necessary.

Remediation of the identified material weaknesses and strengthening our internal control environment will require a substantial effort. We will test the ongoing operating effectiveness of the new and existing controls in future periods. The material weaknesses cannot be considered completely remediated until the applicable controls have operated for a sufficient period of time and management has concluded, through testing, that these controls are operating effectively.

While we believe the steps planned will remediate the effectiveness of our internal control over financial reporting, we have not completed all of our planned remediation efforts. Accordingly, as we continue to monitor the effectiveness of our internal control over financial reporting in the areas affected by the material weaknesses previously disclosed, we have and will continue to perform additional procedures prescribed by management, including the use of manual mitigating control procedures and employing additional tools and resources, to ensure that our consolidated financial statements are fairly stated in all material respects.

#### *Changes in Internal Control over Financial Reporting*

Other than measures taken in response to the material weaknesses previously disclosed, there were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter ended September 30, 2022 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### Item 1. *Legal Proceedings*

Information with respect to this item may be found in Note 18, *Commitments and Contingencies*, to the Consolidated Financial Statements.

### Item 1A. *Risk Factors*

Other than the following risk factors, we do not believe there have been any material changes to the risk factors previously disclosed in the 2021 10-K/A.

#### **The Company's recent Special Committee investigation could result in a material adverse effect on our financial performance.**

On June 17, 2022, the Company and its Board of Directors announced that a special committee of independent members of our Board of Directors (the "Special Committee") was formed to investigate alleged misconduct by the Company's former Chairman and Chief Executive Officer, Vincent K. McMahon. Mr. McMahon resigned from all positions held with the Company on July 22, 2022 but remains a stockholder with a controlling interest. On July 25, 2022, based on the findings of the Special Committee investigation, the Company announced that it had determined that certain payments that Mr. McMahon agreed to make during the period from 2006 through 2022 (including amounts paid and payable in the future totaling \$14.6 million) were not appropriately recorded as expenses in the Company's Consolidated Financial Statements. The Company subsequently identified two additional payments totaling \$5.0 million, unrelated to the alleged misconduct by Mr. McMahon that led to the Special Committee investigation, that Mr. McMahon made in 2007 and 2009 that were not appropriately recorded as expenses in the Company's Consolidated Financial Statements. Together, these unrecorded expenses total \$19.6 million (the "Unrecorded Expenses"). All payments underlying the Unrecorded Expenses were or will be paid by Mr. McMahon personally. The Company has determined that, while the amount of Unrecorded Expenses was not material in any individual period in which the Unrecorded Expenses arose, the aggregate amount of Unrecorded Expenses would be material if recorded entirely in the second quarter of 2022. Accordingly, the Company revised its previously issued financial statements to record the Unrecorded Expenses in the applicable periods for the years ended December 31, 2019, 2020 and 2021, as well as the first quarter of 2021 and 2022. In light of the Unrecorded Expenses and related facts, the Company has concluded that its internal control over financial reporting was not effective as a result of one or more material weaknesses. Although the Special Committee investigation is now complete, the Company has also received, and may receive in the future, regulatory, investigative and enforcement inquiries, subpoenas or demands arising from, related to, or in connection with these matters. Professional costs resulting from the Special Committee's investigation have been significant and are expected to continue to be significant as we continue to incur litigation costs relating to these regulatory, investigative and enforcement inquiries, subpoenas and demands. Although we believe that no significant business has been lost to date, it is possible that a change in the perceptions of our business partners could occur as a result of the investigation. In addition, as a result of the investigation, certain operational changes, including without limitation personnel changes, have occurred and may continue to occur in the future. Any or all of these impacts based on the findings of the investigation and related matters and the surrounding circumstances could exacerbate the other risks described herein and directly or indirectly have a material adverse effect on our operations and/or financial performance.

#### **The resignation of Vincent K. McMahon could adversely affect our ability to create popular characters and creative storylines or could otherwise adversely affect our operating results.**

Until he resigned from all positions held with the Company on July 22, 2022, in addition to serving as Chairman of our Board of Directors and Chief Executive Officer, Mr. McMahon led the creative team that develops the storylines and the characters for our programming (including our television, WWE Network and other programming) and live events. On July 22, 2022, the Board appointed Stephanie McMahon, at that time Chief Brand Officer, interim Chief Executive Officer, interim Chairwoman and a director of the Company, and Nick Khan, at that time President, Chief Revenue Officer and a director of the Company, to serve as the Company's co-Chief Executive Officers. The Board has also appointed Stephanie McMahon to serve as the Company's Chairwoman. Furthermore, in the wake of Mr. McMahon's departure, our creative effort will be led by Paul Levesque, the Company's Executive Vice President, Talent Relations and Creative and Ms. McMahon's husband, who has decades of experience in our Company and has been an important player in all aspects of our creative process, including television, talent and live events. Although Mr. Levesque has extensive practical experience with many of our revenue streams and, with Ms. McMahon, has been critically involved in our business transformation over the past several years as well as our continuing brand development, these collective changes at the top of our organization are extensive

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and recent, and it is therefore possible that the loss of services of Mr. McMahon could have a material adverse effect on our ability to create popular characters and creative storylines or could otherwise adversely affect our operations and/or financial performance.

### **Failure to remediate a material weakness in internal accounting controls could result in material misstatements in our financial statements.**

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, as amended, our management is required to report on, and our independent registered public accounting firm is required to attest to, the effectiveness of our internal control over financial reporting. The rules governing the standards that must be met for management to assess our internal control over financial reporting are complex and require significant documentation, testing and possible remediation. Annually, we perform activities that include reviewing, documenting and testing our internal control over financial reporting. In addition, if we fail to maintain the adequacy of our internal control over financial reporting, we will not be able to conclude on an ongoing basis that we have effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002. If we fail to achieve and maintain an effective internal control environment, we could suffer misstatements in our financial statements and fail to meet our reporting obligations, which would likely cause investors to lose confidence in our reported financial information. This could result in significant expenses to remediate any internal control deficiencies and lead to a decline in our stock price.

Management of the Company evaluated immaterial accounting errors related to certain payments that Mr. McMahon, the Company's former Chairman and Chief Executive Officer, who resigned from all positions held with the Company on July 22, 2022 but remains a stockholder with a controlling interest, agreed to make during the period from 2006 through 2022. The Company determined that these payments (including amounts paid and payable in the future totaling \$14.6 million) were not appropriately recorded as expenses in the Company's Consolidated Financial Statements. The Company subsequently identified two additional payments totaling \$5.0 million, unrelated to the alleged misconduct by Mr. McMahon that led to the Special Committee investigation, that Mr. McMahon made in 2007 and 2009 that were not appropriately recorded as expenses in the Company's Consolidated Financial Statements. Together, these unrecorded expenses total \$19.6 million (the "Unrecorded Expenses"). The Company evaluated the Unrecorded Expenses and determined that such amounts should have been recorded as expenses in each of the periods in which they became probable and estimable.

As a result of the accounting errors, the Company re-evaluated the effectiveness of the Company's internal control over financial reporting and identified material weaknesses in the Company's internal control over financial reporting. A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of a company's annual or interim financial statements will not be prevented or detected on a timely basis. For further discussion regarding the accounting error and the correction of such error to the Company's previously issued Consolidated Financial Statements, see Note 22, *Revision of Previously Issued Consolidated Financial Statements*, to the Consolidated Financial Statements of the Company included in the 2021 10-K/A.

Our management may be unable to conclude in future periods that our disclosure controls and procedures are effective due to the effects of various factors, which may, in part, include unremediated material weaknesses in internal controls over financial reporting. For further discussion of the material weaknesses, see Part I – Item 4, *Controls and Procedures*. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in those reports is accumulated and communicated to the company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Management is committed to maintaining a strong internal control environment and believes its remediation efforts will represent an improvement in existing controls. Management anticipates that the new controls, as implemented and when tested for a sufficient period of time, will remediate the material weaknesses. We may not be successful in promptly remediating the material weaknesses identified by management, or be able to identify and remediate additional control deficiencies, including material weaknesses, in the future. If not remediated, our failure to establish and maintain effective disclosure controls and procedures and internal control over financial reporting could result in material misstatements in our financial statements and a failure to meet our reporting and financial obligations, each of which could have a material adverse effect on our financial condition and the trading price of our common stock.



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### Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

The following table presents information with respect to purchases of common stock of the Company made during the three months ended September 30, 2022 pursuant to the Company's authorized share repurchase program:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Dollar Value that May Yet Be Purchased Under the Program <sup>(1)</sup>
July 1, 2022 to July 31, 2022	—	—	—	210,923,524
August 1, 2022 to August 31, 2022	—	—	—	210,923,524
September 1, 2022 to September 30, 2022	—	—	—	210,923,524
Total	—	\$ —	—	\$ 210,923,524

- (1) In February 2019, the Company's Board of Directors authorized a stock repurchase program of up to \$500.0 million of our common stock. Repurchases may be made from time to time at management's discretion subject to certain pre-approved parameters and in accordance with all applicable securities and other laws and regulations. The stock repurchase program does not obligate the Company to repurchase any minimum dollar amount or number of shares, has no pre-established termination date and may be modified, suspended or discontinued at any time. In light of the Special Committee investigation, the Company suspended the stock repurchase program during the second quarter of 2022 and has not yet resumed the program. The Special Committee investigation is now complete. Since the program's inception, the Company has repurchased approximately 5.3 million shares of common stock in the open market for an aggregate amount of \$289.1 million. All repurchased shares were subsequently retired.

### Item 6. *Exhibits*

#### (a) Exhibits:

Exhibit No.	Description of Exhibit
10.18B*	<a href="#">Amended and Restated Employment Agreement with Frank A. Riddick III, effective October 13, 2022 (filed herewith).</a>
10.20B*	<a href="#">Second Amended and Restated Employment Agreement with Nick Khan, effective October 19, 2022 (filed herewith).</a>
10.20C*	<a href="#">Amendment to Amended and Restated Performance Stock Sign-On Award and Non-Competition Agreement with Nick Khan under the Company's 2016 Omnibus Incentive Plan (filed herewith).</a>
31.1	<a href="#">Certification by Stephanie McMahon and Nick Khan pursuant to Section 302 of Sarbanes-Oxley Act of 2002 (filed herewith).</a>
31.2	<a href="#">Certification by Frank A. Riddick III pursuant to Section 302 of Sarbanes-Oxley Act of 2002 (filed herewith).</a>
32.1	<a href="#">Certification by Stephanie McMahon, Nick Khan and Frank A. Riddick III pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (filed herewith).</a>
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

\* Indicates management contract or compensatory plan or arrangement.

**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 Entertainment, Inc.  
(Registrant)

Dated: November 2, 2022

By: /s/ FRANK A. RIDDICK III

Frank A. Riddick III

*President & Chief Financial Officer*

*(principal financial officer and authorized signatory)*

By: /s/ KAREN MULLANE

Karen Mullane

*Chief Accounting Officer*

*(principal accounting officer and authorized signatory)*

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the “Agreement”) is entered into as of this 13<sup>th</sup> day of October, 2022 (the “Effective Date”) by and between World Wrestling Entertainment, Inc. (“WWE” or the “Company”) and Frank A. Riddick (“Riddick”) and amends and restates the Employment Agreement, dated as of November 3, 2021 (the “Original Agreement”) by and between WWE and Riddick.

WHEREAS, the parties hereto desire to amend and restate the Original Agreement to set forth the terms of Riddick’s employment with WWE on an at-will basis in the capacity of President and Chief Financial Officer pursuant to the terms of this Agreement; and

WHEREAS, by signing below, Riddick accepts and agrees to the terms and conditions set out in this Agreement.

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

SECTION 1. Term/At-Will Employment.

The parties agree that the term of this Agreement is effective as of the Effective Date; however, Riddick’s employment with the Company, commenced effective as of November 5, 2021 (the “Start Date”) and the term of this Agreement and Riddick’s employment hereunder shall remain in effect until terminated by Riddick or WWE earlier pursuant to the terms of this Agreement (the “Term”). However, Riddick’s employment shall, at all times, be on an at-will basis, so that either WWE or Riddick may terminate his employment, and this Agreement, with or without cause or reason, at any time; however, if Riddick intends to terminate his employment, he shall provide WWE with at least 60 days advance written notice. However, early termination of this Agreement shall be subject to the provisions below concerning post-termination payments to Riddick and/or reimbursements due WWE.

SECTION 2. Position and Duties.

(a) During the Term, Riddick: (A) shall serve as the President and Chief Financial Officer of WWE, with such responsibilities, duties and authority as are customary for such position, as from time to time may be assigned to Riddick and subject to the direction of the Chief Executive Officer; (B) shall devote his full working time attention, and energies to the business affairs of WWE; and (C) agrees to observe and comply with WWE’s rules and policies as adopted by WWE from time to time. Notwithstanding the foregoing, Riddick may manage his personal investments, be involved in charitable and professional activities (including serving on charitable and professional boards) and, with consent of the Chief Executive Officer not to be unreasonable withheld, serve on for profit boards of directors and advisory committees so long as such service does not interfere with Riddick’s obligations hereunder. WWE agrees that, during the Term, Riddick shall be permitted to retain his current board memberships with Apache Industrial Services, Inc. and Duke University’s Fuqua School of Business.

(b) During the Term, Riddick shall report directly to, and be subject to the direction of, Stephanie McMahon-Levesque, Chairwoman and Co-Chief Executive Officer, and Nick Khan, Co-Chief Executive Officer. Riddick's base of work shall be in WWE's Stamford, Connecticut headquarters; however, he shall also render services at such other places within or outside the United States as WWE may direct from time to time and as may be reasonably necessary to effectively fulfill his duties and responsibilities.

SECTION 3. Compensation & Benefits.

(a) Base Salary. Effective as of July 22, 2022, Riddick's base salary shall be \$950,000.00 per annum, less applicable taxes and withholdings, payable on a bi-weekly basis in accordance with WWE's standard payroll practices, subject to merit adjustments within the sole discretion of WWE ("Base Salary").

(b) Incentive Bonus. During the Term, Riddick shall also be eligible to participate in the WWE Discretionary Bonus Plan and receive a discretionary annual bonus award thereunder ("Annual Bonus"). The funding of the plan is based upon WWE's achievement of financial and/or strategic performance measures, as determined by WWE in its discretion. The bonus pool funding can increase, decrease or be forfeited based on the level of achievement of WWE's and/or Riddick's personal performance measures. Effective as of July 22, 2022, the target amount of Riddick's Annual Bonus shall be 125% of the Base Salary. For purposes of calculating Riddick's Annual Bonus for calendar year 2022, payment of Riddick's Annual Bonus in respect of the period beginning January 1, 2022 through July 21, 2022 shall be calculated based on a target of 70% of Riddick's annual rate of Base Salary effective during such period (*i.e.*, based on the then-effective Base Salary of \$850,000.00), and payment of Riddick's Annual Bonus in respect of the period starting July 22, 2022 through December 31, 2022 shall be calculated based on a target of 125% of Riddick's current Base Salary. The fact and amount of Riddick's individual award will be determined based upon those factors indicated above, and again, at all times within WWE's discretion. The bonus for any calendar year will be paid by March 15th of the subsequent calendar year. For the avoidance of doubt, except as otherwise provided herein, Riddick will not be eligible for any Annual Bonus, and no Annual Bonus or prorated Annual Bonus will be awarded, earned or payable to the extent Riddick is not employed and in good standing on the applicable bonus payment date.

(c) Sign-on Bonus.

(i) Following the execution of the Original Agreement by WWE and Riddick, Riddick received a one-time sign-on bonus in the amount of \$1,000,000.00, less applicable withholding and deductions ("Sign-On Bonus"), payable in lump sum on the first payroll date following the Start Date.

(ii) However, if within the first 12-month period following the Start Date, Riddick voluntarily terminates his employment without Good Reason (as defined below), or if his employment with WWE is terminated by WWE for Cause (as defined below), then Riddick must reimburse WWE 100% of the Sign-On Bonus payment.

(iii) If, following the 12-month anniversary of the Start Date, but prior to the 24-month anniversary of the Start Date, Riddick voluntarily terminates his employment without

Good Reason, or his employment with WWE is terminated by WWE for Cause, then Riddick must reimburse WWE 66% of the Sign-On Bonus payment.

(iv) If, following the 24-month anniversary of the Start Date, but prior to the 36-month anniversary of the Start Date, Riddick voluntarily terminates his employment without Good Reason, or his employment with WWE is terminated by WWE for Cause, then Riddick must reimburse WWE 33% of the Sign-On Bonus payment.

(v) Any reimbursement due under this Section shall be paid by Riddick to WWE within ten (10) days following the termination date, and Riddick expressly authorizes WWE to deduct reimbursement due from any other sums then otherwise owed him to the maximum extent permissible by law. This authorization is reflected by Riddick's execution of the attached Exhibit A, dated as of November 3, 2021, as it was previously attached to the Original Agreement.

(d) Relocation Expense Benefits.

(i) Riddick was required to locate to work primarily out of WWE's Stamford office currently located at 1241 East Main Street, Stamford, CT. In addition to relocation benefits, subject to WWE's standard Relocation Expense Reimbursement Policy, WWE provided Riddick with the following:

- Up to 12 months of temporary housing and rental of a vehicle to be arranged for by WWE or Riddick (however, if arranged for by Riddick the cost must be pre-approved by WWE), and paid directly to the provider by WWE; and
- Reimbursement for costs of shipment of household goods from South Carolina to New York or Connecticut upon relocation.

(ii) If within 12 months of the Start Date, Riddick voluntarily terminates employment without Good Reason or his employment is terminated by WWE for Cause, Riddick must reimburse WWE 100% of relocation costs incurred by WWE on his behalf or which were otherwise reimbursed to Riddick. Reimbursement is due WWE within 10 days following Riddick's last day of employment, and Riddick authorizes WWE to reduce any final compensation due him to the maximum extent permissible by law to apply to any such amounts owed back to WWE. Accordingly, Riddick's execution of the attached Exhibit A is intended to cover this reimbursement as well.

(iii) Riddick hereby acknowledges that most relocation expenses including temporary housing are considered ordinary income according to IRS regulations and will be added to Riddick's taxable income on Riddick's W-2 at year-end. Riddick understands and acknowledges that Riddick is responsible for all taxes associated with this additional income and to obtain his own tax reporting advice in connection with this benefit, as well as with all other compensation and benefits provided Riddick under this Agreement. Furthermore, all reimbursement is conditioned on Riddick's submitting to WWE all appropriate receipts and any other documentation requested by the WWE within thirty (30) days of the expense being incurred by Riddick.

(e) WWE Equity.

(i) As a material inducement for Riddick to accept employment with WWE, Riddick was granted on the Start Date a Sign-On Inducement Grant of restricted stock units (“RSUs”) of Class A Common Stock of WWE valued at \$5,000,000 (the “RSU Award”). The number of shares for the RSUs was calculated using the average closing price of Class A Common Stock of WWE on the NYSE for the 30 days prior to the Start Date. The RSU Award is all times subject to and governed by the terms of WWE’s Omnibus Incentive Plan (“OIP”) and the applicable award agreement, which provides for claw-back and recovery of vested amounts due to accounting restatements, violations of WWE’s corporate policies or any breaches of the restrictive covenants contained in the award agreement, the terms of this Agreement, or of any other agreement between Riddick and WWE. The RSU Award (less applicable taxes and other deductions required by law) will vest in equal installments over four years beginning on June 30, 2022. The RSUs, as well as future shares, may also be subject to WWE’s stock ownership guidelines, and at all times, all other terms and conditions of Riddick’s eligibility for equity shall be governed by the OIP.

(ii) During the Term, Riddick will also be eligible to participate in future stock programs that are offered to other key executives of WWE, including the Performance/Restricted Stock (PSU/RSU) program, at all times subject to WWE management’s and the Compensation and Human Capital Committee’s discretion. Further, all other terms and conditions of Riddick’s eligibility for equity shall be governed by the OIP and any applicable award agreements entered into thereunder. Effective as of calendar year 2023, Riddick’s equity grant shall have an annual target grant date value of \$2.4 million.

(iii) Except as otherwise provided in the applicable award agreement and Section 4 herein, if Riddick voluntarily terminates his employment with WWE for any reason, or his employment with WWE is terminated by WWE for any reason, then any and all unearned or unvested WWE equity as set forth above shall be forfeited as of the last day of employment.

(f) Other Benefits. During the Term, Riddick will be eligible for full company benefits on the first day of the month coincident or following his date of hire. WWE benefits include (but are not limited to): medical, dental, life and disability. Riddick will be automatically enrolled in WWE’s 401k plan at 3%. Should Riddick elect to opt out of the 401k auto-enrollment, please call Fidelity at 1-800-835-5097, after receipt of their confirmation letter. Subject to statutory limits, WWE currently matches to the 401k fifty percent (50%) of contributions up to six percent (6%) of salary. This match is subject to a one-year vesting and may be changed by WWE at any time within WWE’s sole discretion. As with all other employee benefits, these benefits are subject to change or deletion at any time within WWE’s discretion and without any particular advance notice.

(g) Paid Time Off. During the Term, Riddick shall be entitled to four (4) weeks of paid vacation and three (3) paid personal days annually. Vacation and personal leave accrual and use shall be subject to WWE’s policies as such policies may exist and/or be amended from time to time.

(h) Travel. WWE will pay or reimburse, subject to and in accordance with its expense reimbursement/business travel policies, Riddick for reasonable and documented travel expenses incurred by Riddick in traveling between South Carolina and New York or Connecticut in performance of his duties, including personal air travel costs to and from the New York City area

or Connecticut up to three weekends per month and holidays, and, to the extent reasonably necessary during the current COVID-19 pandemic or due to other extenuating circumstances, private air travel may be authorized for this purpose in advance by the Chief Executive Office from time to time. Riddick will be permitted to fly business class. In addition, when the Company's aircraft is not in use for business purposes, the aircraft may be used for the personal travel of Riddick and members of his immediate family and their invited guests. For any personal use of the aircraft in accordance with this Section, Riddick shall pay amounts which cover all incremental cost(s) that otherwise would result to the Company from such use.

SECTION 4. Payments Upon Termination of Employment.

(a) Termination of Employment Without Good Reason, For Cause, Death or Disability. If, prior to the end of the Term, Riddick's employment is terminated by Riddick without Good Reason, by WWE for Cause, due to Riddick's death or due to Riddick's Disability, with the sole exception of any accrued but unpaid Base Salary and any benefits to which Riddick may be entitled under any applicable plans and programs of WWE as of the termination date (the "Accrued Benefits"), no payments upon termination will be due Riddick under this Agreement. Notwithstanding the foregoing, if, prior to the end of the Term, Riddick's employment is terminated by WWE due to Riddick's death or due to Riddick's Disability, subject to Section 4(d) below, Riddick will be entitled to acceleration and 100% vesting of the RSU Award.

(b) Termination of Employment Without Cause or For Good Reason Absent a Change in Control. If, prior to the end of the Term, Riddick's employment is terminated by WWE without Cause or by Riddick for Good Reason, in either case, absent a Change in Control, WWE will provide Riddick with the following benefits (which, for the avoidance of doubt, shall be in lieu of, and not in addition to, any benefits provided under the WWE Severance Policy attached hereto as Exhibit B, except as provided in clause (iii) below), subject to Section 4(d) below:

- (i) The Accrued Benefits;
- (ii) a lump sum payment in an amount equal to one (1) times the sum of Riddick's then current Base Salary and Annual Bonus at target performance for the year in which the termination occurs;
- (iii) a lump sum payment in an amount equal to the prorated portion of the Annual Bonus Riddick would have otherwise earned for the year in which such termination occurs based on the number of days during such year in which Riddick was employed
- (iv) subject to Riddick's timely election in accordance with the Consolidated Omnibus Reconciliation Act, as amended ("COBRA") and continued eligibility, continued coverage for Riddick and any eligible dependents under WWE's group health insurance coverage in accordance with the WWE Severance Policy; and
- (v) acceleration and 100% vesting of the RSU Award.

(c) Termination of Employment Without Cause or For Good Reason In Connection with a Change in Control. If, prior to the end of the Term, Riddick's employment with WWE is terminated by WWE without Cause or by Riddick for Good Reason, in either case, on the date of

or within the two (2) year period following a Change in Control (as defined below) (each such termination of employment, a “Qualifying CIC Termination”), WWE will provide Riddick with the following benefits (which, for the avoidance of doubt, shall be in lieu of, and not in addition to, any benefits provided under the WWE Severance Policy), subject to Section 4(d) below:

- (i) the Accrued Benefits;
- (ii) a lump sum cash payment equal to one and a half (1.5) times his then-current Base Salary, payable on the sixtieth (60<sup>th</sup>) calendar day following the Qualifying CIC Termination;
- (iii) a lump sum cash payment equal to one and a half (1.5) times Riddick’s target Annual Bonus opportunity for the year in which the Qualifying CIC Termination occurs, payable on the sixtieth (60<sup>th</sup>) calendar day following the Qualifying CIC Termination;
- (iv) an Annual Bonus payment for the year in which the Qualifying CIC Termination occurs with the amount of such bonus, if any, based on actual performance, prorated for the portion of the calendar year that has lapsed prior to the Qualifying CIC Termination and payable in accordance with WWE’s standard practices regarding Annual Bonus payments;
- (v) acceleration and 100% vesting of all then-outstanding equity awards, including without limitation, all special grants previously made to Riddick, and for any performance awards that have not previously vested, (x) any payout in respect of performance criteria that have not yet been attained as of the date of the Qualifying CIC Termination for any incomplete award period shall be determined based on 100% of target-level achievement and (y) any payout in respect of performance criteria that have been attained as of the date of the Qualifying CIC Termination for any incomplete award period shall be determined based on actual performance as of the date of such Qualifying CIC Termination in accordance with the terms and conditions of the applicable award agreement for such performance award; and
- (vi) subject to Riddick’s timely election in accordance with COBRA and continued eligibility, continued coverage for eighteen (18) months following the Qualifying CIC Termination (or until Riddick becomes eligible for comparable coverage under the medical health plans of a successor employer, if earlier) (the “CIC COBRA Benefit Period”) for Riddick and any eligible dependents under WWE’s group health insurance coverage in which Riddick and any such dependents participated in immediately prior to the date of the Qualifying CIC Termination, to the extent permitted thereunder and subject to any active-employee cost-sharing or similar provisions in effect for Riddick thereunder as of immediately prior to the date of Riddick’s termination of employment; provided that such coverage shall not be provided in the event WWE would be subject to any excise tax under Section 4980D of the Internal Revenue Code or other penalty or liability pursuant to the provisions of the Patient Protection and Affordable Care Act of 2010 (as amended from time to time) or to the extent not permitted by other applicable law, and in lieu of providing the coverage described above, WWE shall instead pay to Riddick a monthly cash payment in an amount equal to the portion of the monthly COBRA premiums WWE would have paid during the CIC COBRA Benefit Period, after taking into account any active employee cost-sharing or similar provisions in effect for Riddick, with such monthly payment being made on the last day of each month of the remainder of the CIC COBRA Benefit Period.



(d) Separation Agreement Requirement. Payments described in Sections 4(b) and (c) above (other than the Accrued Benefits) are conditioned on Riddick's execution of a standard separation agreement, which shall contain, among other provisions, a full release and waiver of claims or potential claims against WWE as therein defined, a confidentiality and non-disparagement provision and re-affirmation of all other post-employment obligations by Riddick, in the form provided by WWE, which separation agreement must be executed and irrevocable by the deadlines set by then applicable laws, but no later than the sixtieth (60<sup>th</sup>) day following the effective termination of employment, whichever is less. Any payments or benefits otherwise payable during such period will accrue and be paid, without interest, on the first payroll date following such sixty (60)-day period.

(e) Definitions.

(i) "Cause" for purposes of this Agreement shall mean: (A) the Chief Executive Officer's determination that Riddick failed to substantially perform his duties listed in Section 2(a) (other than any such failure resulting from Riddick's disability) which is not remedied within 30 days after written receipt of written notice from WWE specifying such failure; (B) the Chief Executive Officer's reasonable determination that Riddick failed to carry out, or comply with, in any material respect, any lawful and reasonable directive of WWE consistent with the terms of this agreement, which is not remedied within 30 days after receipt of written notice from WWE specifying such failure; (C) Riddick's conviction, plea of no contest, plea of nolo contendere or imposition of unadjudicated probation for any felony or crime involving moral turpitude; or (D) Riddick's commission of an act of fraud, embezzlement misappropriation, willful misconduct or breach of fiduciary duty against the Company.

(ii) "Change in Control" for purposes of this Agreement shall mean the occurrence of any of the following; provided, however, that a "Change in Control" shall have any "Change in Control" or similar definition contained in Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") in any instance in which amounts are paid under a compensation agreement as a result of a Change in Control and such amounts are treated as deferred compensation under Code Section 409A: (A) the acquisition in one or more transactions, other than from WWE, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder ("Exchange Act")), other than WWE, a WWE subsidiary or any employee benefit plan (or related trust) sponsored or maintained by WWE or a WWE subsidiary, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a number of WWE securities aggregating 30% or more of the vote of all voting securities; (B) any change in the composition of the Board of Directors of WWE (the "Board") within a 24-month period that results in more than fifty percent (50%) of the independent members of the Board consisting of persons other than (x) those persons who were independent members of the Board at the beginning of such 24-month period and/or (y) persons who were nominated for election as independent members of the Board at a time when more than fifty percent (50%) of the Board consisted of persons who were independent members of the Board at the beginning of such 24-month period; provided, however, that any person nominated for election by the Board, more than fifty percent (50%) of whom consisted of persons described in clauses (x) and (y), shall, for this purpose, be deemed to have been nominated by a Board composed of persons described in (x); (C) the consummation (*i.e.* closing) of a reorganization,

merger or consolidation involving WWE, unless, following such reorganization, merger or consolidation, all or substantially all of the individuals and entities who were the beneficial owners of WWE's common stock immediately prior to such reorganization, merger or consolidation, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, more than seventy percent (70%) of both the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities of the entity resulting from such reorganization, merger or consolidation in substantially the same proportion as their ownership of WWE's common stock and outstanding voting securities immediately prior to such reorganization, merger or consolidation; (D) the consummation (*i.e.* closing) of a sale or other disposition of all or substantially all of the assets of WWE, unless, following such sale or disposition, all or substantially all of the individuals and entities who were the beneficial owners of WWE's common stock immediately prior to such sale, beneficially own, directly or indirectly, more than sixty percent (60%) of both the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities of the entity purchasing such assets in substantially the same proportion as their ownership of WWE's common stock and outstanding voting securities immediately prior to such sale or disposition; (E) the consummation of any transaction described in (A) or (C) above, following which Vincent K. McMahon and his family (as defined in Section 267(c)(4) of the Internal Revenue Code) retain beneficial ownership of voting securities of, as applicable, WWE, its successor or the ultimate parent corporation or other entity of the chain of corporations or other entities which includes WWE or its successor, representing voting power that is less than that of any other individual, entity or group; or (F) a complete liquidation or dissolution of WWE.

(iii) "Disability" for purposes of this Agreement shall be defined as Riddick's inability to perform the material responsibilities of his position with or without reasonable accommodation for a consecutive period of ninety (90) days in any one year period, or for a non-consecutive period of one hundred twenty (120) days in any one year period.

(iv) "Good Reason" for purposes of this Agreement shall mean, without Riddick's prior written consent: (A) a reduction in Base Salary and/or target compensation; (B) a material change of title, authority, duties or responsibilities; (C) an adverse change in the reporting structure applicable to Riddick (*i.e.*, a requirement that Riddick is required to report to any person(s) other than Stephanie McMahon-Levesque and/or Nick Khan) in his, her or their capacity (*ies*) as Chief Executive Officer and/or co Chief Executive Officers; (D) a material breach by WWE or the successor of the terms and conditions of any employment or other compensation agreement with Riddick; or (E) the failure to obtain an agreement from any successor to assume and agree to perform all equity and other compensatory agreements in the same manner and to the same extent as would be the case if no change had occurred (unless such assumption occurs by operation of law). Notwithstanding the foregoing, in the event Riddick asserts that one of the foregoing reasons exists for potential termination of employment, Riddick shall first provide WWE written notice specifying the nature of the reason and WWE will have at least thirty (30) days to cure or remedy the situation. If Riddick has not terminated employment within ninety (90) days after the occurrence of such Good Reason situation or event that has not been cured or remedied by WWE, Riddick will be deemed to have waived the right to terminate on the basis of Good Reason with respect to the situation or event giving rise to Good Reason.

SECTION 5. Conditions of Employment.

(a) Further, Riddick's continued employment shall be conditioned on: (i) Riddick's execution of this Agreement without modification; (ii) continued compliance with the terms of the attached Exhibit A previously executed by Riddick; (iii) continued compliance with the Non-Disclosure, Non-Competition and Non-Solicitation Agreement attached hereto as Exhibit C; and (iv) continued compliance with WWE's Intellectual Property Release & Waiver, Conflict of Interest and Code of Conduct, Email Acceptable Use Guidelines, Equal Opportunity and Non-Harassment Policy, Employee Handbook Policy, Policy Prohibiting Insider Trading, Social Media Policy, and Fitness Center Waiver of Liability agreements, in each case, previously executed by Riddick.

(b) WWE hereby notifies Riddick pursuant to federal law that: (1) an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(c) The portions of any current or future WWE Severance Policy relating to the amount of severance payments shall not apply to this Agreement, and Riddick acknowledges that any post-termination payments due him are only those payments specifically provided for under this Agreement.

SECTION 6. General Provisions.

(a) Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of the State of Connecticut. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(b) Complete Agreement. This Agreement, together with the attachments and documents referenced herein, supersede any prior correspondence or documents evidencing negotiations between the parties, whether written or oral, and any and all understandings, agreements or representations by or among the parties, whether written or oral, that may have related in any way to the subject matter of this Agreement.

(c) Successors and Assigns. WWE's rights under this Agreement may, without Riddick's consent, be assigned by WWE, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of WWE. WWE will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business or assets of WWE expressly to assume and to agree to perform this Agreement in the same manner and to the same extent that WWE would be required to perform it if no such succession had taken place. Riddick may not assign any of his rights and/or obligations under this Agreement without the prior written consent of WWE, and any such attempted assignment by Riddick without the prior written consent of WWE will be void.

(d) Governing Law. This Agreement shall be governed by, and construed in accordance with and subject to, the laws of the State of Connecticut without regard to its conflicts of law rules.

(e) Jurisdiction and Venue.

(i) Riddick irrevocably and unconditionally submits, for himself and his property, to the exclusive jurisdiction of the U.S. District Court for the District of Connecticut and the State Courts of Connecticut for any action or proceeding arising out of or relating to this Agreement.

(ii) The parties agree that the mailing by certified or registered mail, return receipt requested to both: (A) the other party; and (B) counsel for the other party, of any notice required under this Agreement, or of any process required by any such court, shall constitute valid and lawful notice or service of process against them, as applicable, without the necessity for service by any other means provided by law. Notwithstanding the foregoing, if and to the extent a court holds such means to be unenforceable, each of the parties' respective counsel shall be deemed to have been designated agent for service of process on behalf of its respective client, and any service upon such respective counsel effected in a manner which is permitted by applicable law shall constitute valid and lawful service of process against the applicable party.

(f) Taxes; Section 409A Compliance. All payments under this Agreement or under any other WWE arrangement will be subject to applicable taxes and withholdings. The intent of the parties is that payments and benefits under this Agreement comply with or be exempt from Code Section 409A and, accordingly, to the maximum extent permitted this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. In no event whatsoever shall WWE be liable for any additional tax, interest or penalty that may be imposed on Riddick by Code Section 409A or damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of nonqualified deferred compensation subject to Code Section 409A upon or following a termination of employment unless such termination is also a "separation from service" (as that term is defined in Treasury Regulation Section 1.409A-1(h)) from WWE and from all other corporations and trades or businesses, if any, that would be treated as a single "service recipient" with WWE under Treasury Regulation Section 1.409A-1(h)(3), and, for purposes of any such provision of this Agreement, references to a "termination," "termination of employment" or like terms shall mean "separation from service." Notwithstanding any other payment schedule provided herein to the contrary, if Riddick is identified on the date of his

separation from service as a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B)(i), then the following shall apply: (i) with regard to any payment that is considered nonqualified deferred compensation subject to Code Section 409A, as determined by WWE in its sole discretion, and payable on account of a “separation from service,” such payment shall be made on the date which is the earlier of: (A) the expiration of the six (6)-month period measured from the date of Riddick’s “separation from service”; and (B) the date of his death (the “Delay Period”) to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to Riddick in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. For purposes of Code Section 409A, Riddick’s right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(g) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of Riddick and a duly authorized representative of WWE, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

(h) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

ACCEPTED AND AGREED:

/s/ FRANK A. RIDDICK III

Frank A. Riddick

WORLD WRESTLING ENTERTAINMENT, INC.

By: /s/ STEPHANIE MCMAHON

Stephanie McMahon  
Chairwoman & Co-CEO

and

By: /s/ MAN JIT SINGH

Man Jit Singh  
Chair of Compensation and Human Capital Committee

## EXHIBIT A

This Exhibit A concerns a Sign-On Bonus and relocation expense benefits being conferred as set forth in the Employment Agreement between the undersigned and WWE made effective November 5, 2021 to which it is attached. The Employment Agreement further sets forth conditions under which I am obligated to reimburse WWE for payments conferred under those provisions. In the event a reimbursement obligation is triggered pursuant to the Employment Agreement, I hereby authorize and direct WWE, to the fullest extent allowed by law, to withhold the maximum amount permitted toward such reimbursement due WWE from any remaining compensation of any type then due me. If there is any remainder due WWE, I will pay such remaining portion also pursuant to the Employment Agreement.

I understand and agree to the terms of this Exhibit A to the Employment Agreement, that I have signed this Exhibit A voluntarily and have had the opportunity to confer with legal counsel of my choice before signing it.

/s/ FRANK A. RIDDICK

Frank A. Riddick

Date: November 3, 2021

## EXHIBIT B

### WWE, INC. SEVERANCE POLICY

#### 1. Purpose:

1.1 In the event of an involuntary termination of employment due to a reduction in force, reorganization/restructuring, job elimination, or an involuntary termination of employment for reasons other than “cause” as defined below, WWE will provide severance benefits to the affected employee(s) in accordance with this severance policy (the “Policy”). This Policy is effective as of March 24, 2014, and, with the exception of §4.4, below, it hereby supersedes and replaces any and all prior severance policies of the Company or representations of said policy’s severance amounts set forth in prior offer letters. This Policy shall be administered by the Company’s General Counsel or his/her delegate (the “Administrator”).

#### 2. Eligibility:

2.1 This Policy, which is intended to serve as the plan document as well as the summary plan description for the Policy, applies to all exempt and non-exempt, full-time employees of WWE or a subsidiary of WWE listed on Schedule A hereto (WWE and such subsidiaries collectively referred to in this Policy as “WWE” or the “Company”), which Schedule may be updated from time to time by the Administrator (as that term is defined below). Part-time employees who work a minimum of thirty (30) hours per workweek on a regular, scheduled basis will also be eligible to receive severance as set forth herein.

2.2 In order to be eligible for severance under this Policy, an employee must have completed twelve (12) continuous months of service with the Company.

2.3 Except in extraordinary circumstances to be determined within the sole discretion of the Administrator, benefits under this Policy will not be provided with respect to terminations of employment for reasons not listed in the “Purpose” Section above. For instance, but without limitation, severance will not be provided where the termination of employment is due to death, disability, voluntary resignation, retirement or “cause” (as that term is defined below).

#### 3. Termination for Cause

3.1 For purposes of this Policy, “cause” shall be determined by the Administrator, in its sole and absolute discretion, and shall be defined as follows:

- a. Theft or inappropriate removal or possession of property or any other act of fraud, embezzlement or dishonesty;

- b. Falsification of records;
- c. Possession, distribution, sale, transfer, or use in the workplace, or working under the influence of, alcohol or illegal drugs;
- d. Fighting or threatening violence in the workplace;
- e. Insubordination or other disrespectful conduct;
- f. Misuse or improper conduct leading to damage of employer-owned or vendor-owned property;
- g. Conviction of (or plea of guilty or no contest to) a crime that relates to and/or concerns the employee's job functions, commission of a crime in the workplace, including at Company sponsored functions, or conviction of (or plea of guilty or no contest to) any felony;
- h. Sexual or other harassment, discrimination or retaliation which is unlawful and/or which violates Company policy;
- i. Possession of dangerous or unauthorized materials, such as, for example, explosives or firearms, in the workplace, including at Company sponsored functions;
- j. Unauthorized disclosure of confidential or sensitive business information and/or any violation of Confidentiality agreement(s) executed by the employee;
- k. Violation of safety rules or of any provision of the Company Code of Conductor Conflict of Interest policies;
- l. Violation of any personnel policies of the Company or of any other Company workplace policy or procedure; and
- m. Sub-standard job performance determined to rise to the level of constituting "cause" in the sole discretion of the Administrator, the applicable Department head, the Senior Vice President of Human Resources and the Chief of Staff, Chairman's Office, provided that the Company gave the employee at least one written warning, including a description of the sub-standard job performance, and further provided that the Company provided the employee with at least a fifteen business day period in which to cure the unsatisfactory job performance, if such performance was capable of being cured.
- n. Such other conditions or events that the Administrator, in its sole, good faith discretion, determines to constitute cause for termination of employment

3.2 At all times, it is within the sole discretion of the Administrator to determine whether the employee's termination of employment has been for "cause" as defined above, or otherwise whether this Policy applies to any particular termination.



3.3 In addition, if a former employee who is determined to be eligible for benefits under this Policy is later determined by the Administrator to have engaged in conduct which, if known at the time, could have subjected such employee to termination based on “cause” as defined herein, or if such former employee breaches any obligation to the Company or otherwise causes harm to its business operations or reputation, then no further benefits will be paid to such former employee, and the Company will be entitled to immediate repayment of any and all severance benefits that were previously paid to such former employee, plus any and all costs and attorneys’ fees incurred by the Company in recouping such amounts.

4. Severance Amount:

4.1 The amount of the severance is based on length of employment with WWE. An employee eligible for severance under this Policy shall receive a severance amount equal to four (4) weeks of the employee’s base salary for each full year of service that the employee has worked at the Company. Notwithstanding the foregoing, the minimum severance amount under this Policy shall be four (4) weeks of base salary and the maximum severance amount under this Policy shall be fifty-two (52) weeks of base salary. Severance is calculated on base pay only (*i.e.*, straight time wages excluding overtime, commissions, bonuses, other incentive compensation and benefits) and employees will typically receive severance as a salary continuation benefit (continued payments on scheduled paydays beginning when the separation agreement referenced below is effective). The period of time during which severance is paid is referred to hereinafter as the “Severance Period.”

4.2 During the Severance Period, eligible employees who are covered by WWE’s group health insurance coverage at the time of their termination from employment and elect to continue their coverage in accordance with COBRA will be required to pay only the employee share of the applicable monthly premium in order to continue such group health insurance coverage. Such group health insurance coverage shall be on the same terms as were in place at the time of the employee’s termination, including, without limitation, in connection with the percentage of the employee’s contribution to the cost of such premiums, but shall be subject to change from time to time during the Severance Period if and when such terms change for then current WWE employees. At the conclusion of the Severance Period, the employee shall be entitled at his/her own expense to continue coverage pursuant to COBRA or any applicable successor legislation. No cash equivalent will be paid if an eligible employee declines such continued coverage for any reason. Notwithstanding the foregoing, an employee shall not be eligible for the above-described COBRA arrangements if the employee is eligible for group health insurance coverage through other employment.

4.3 An employee participating in WWE’s discretionary bonus program at the time of his or her termination, and only in the event the employee is not terminated prior to July 1 of the calendar year in which such termination is made effective, will also be eligible to receive a pro-rated bonus payment subject to the following rules. This bonus payment shall be determined by WWE at the standard time that it determines then active employee

bonuses, and payable at the standard time, and using the same factors which would otherwise be applied if the employee remained employed through that calendar year. That bonus amount, if any, will then be pro-rated to the date of the employee's last day of employment. The employee will be advised of the applicable individual performance rating that will be applied prior to the execution of any release and waiver agreement referenced herein.

4.4 Executive officers (senior vice presidents and above) with individual agreements which provide for severance will continue to be eligible to receive severance benefits under said individual agreements, unless the severance applicable under this Policy exceeds the amount of severance payable under such individual agreement, in which case the individual will receive the severance benefits payable hereunder in lieu of receiving the severance under the individual agreements. A schedule of the names of said senior officers shall be maintained by Human Resources.

5. Conditions to Receipt of Severance:

5.1 All severance offered under this Policy will be expressly conditioned on the employee's execution of a written separation agreement that includes, at a minimum, ***a full and irrevocable release and waiver of any and all claims and potential claims of employee***, along with other standard provisions in a form acceptable to WWE.

6. Additional Terms:

6.1 Like all other policies, WWE reserves the right to revise or terminate this Policy at its discretion and without advance notice. Also as with all other policies, nothing in this Policy shall be interpreted as altering the at-will status of employment, nor as creating a contract, express or implied. This Policy will at all times be entirely unfunded and no employee will have any interest in any particular asset of the Company by reason of any right to receive benefits under this Policy and any such employee will have only the rights of a general unsecured creditor of the Company with respect to any rights under this Policy. This Policy will be governed by and enforced in accordance with the laws of the State of Connecticut, except to the extent such laws are preempted by Federal law, including ERISA.

7. Tax Provisions:

7.1 All benefits provided under this Policy will be subject to any required Federal, state and local tax withholding and deductions. This Policy and any severance benefits payable under it are intended to be exempt from or, if not exempt, to otherwise comply with Section 409A of the Internal Revenue Code of 1986, where applicable, and will be interpreted and applied in a manner consistent with that intention. Notwithstanding any provision of this Policy to the contrary, to the extent that a payment or benefit provided hereunder is subject to Section 409A and payable on account of an employee's "separation from service" (as defined in Section 409A and the related regulations), such payment will be delayed for a

period of six months after the employee's separation date (or if earlier within thirty (30) days of the employee's date of death following the date of such separation) if the employee is a "specified employee" (as defined in Section 409A and the related regulations) of the Company, as determined in accordance with the regulations issued under Section 409A and the procedures established by the Company. Notwithstanding the foregoing, this provision will not apply to (i) all payments on separation from service that satisfy the short-term deferral rule of Treas. Reg. §1.409A1(b)(4), (ii) to the portion of the payments on separation from service that satisfy the requirements for separation pay due to an involuntary separation from service under Treas. Reg. §1.409A-1(b)(9)(iii), and (iii) to any payments that are otherwise exempt from the six month delay requirement of the Treasury Regulations under Section 409A. Notwithstanding anything to the contrary herein, a termination of employment will not be deemed to have occurred for purposes of a payment of amounts or benefits under the Policy upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of this Policy, references to a "resignation," "termination," "termination of employment," or like terms will mean a separation from service. For purposes of Section 409A of the Code, each payment made under this Policy will be designated as a "separate payment" within the meaning of the Section 409A.

8. Administration:

8.1 The Administrator will be empowered to construe and interpret the provisions of the Policy and to perform and exercise all of the duties and powers granted to it under the terms of the Policy, including the determination of benefits payable hereunder. The Administrator may adopt such rules and regulations for the administration of the Policy as are consistent with the terms hereof. All interpretations and decisions made (both as to law and fact) and other action taken by the Administrator with respect to the Policy will be conclusive and binding upon all parties having or claiming to have an interest under the Policy. Not in limitation of the foregoing, the Administrator will have sole discretion and authority to decide any factual or interpretative issues that may arise in connection with its administration of the Policy (including without limitation any determination as to claims for benefits hereunder), and the Administrator's exercise of such authority shall be conclusive and binding on all affected parties. Notwithstanding the foregoing, for purposes of ERISA, the Administrator will be the "named fiduciary" of the Policy.

9. Claims and Review:

9.1 All inquiries and claims respecting the Policy must be made in writing and directed to the Administrator, or the Administrator's designee.

- a. In the case of a claim respecting a benefit, a written determination allowing or denying the claim shall be furnished to the claimant within forty-five (45) days following receipt of the claim. A denial or partial denial of a claim shall be dated (the "Determination Date") and signed by WWE and shall clearly set forth the following information:

- (i) the specific reason or reasons for the denial;
- (ii) a specific reference to pertinent Policy provisions on which the denial is based;
- (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the claim review procedure.

If no written determination is furnished to the claimant within forty-five (45) days after receipt of the claim, then the claim shall be deemed denied and the forty-fifth (45th) day after such receipt shall be the Determination Date.

b. A claimant may obtain review of an adverse determination by filing a written notice of appeal with the Administrator within sixty (60) days after the Determination Date. The Administrator shall then appoint one or more persons who shall conduct a full and fair review. As part of such review, the claimant shall have the right:

- (i) to be represented by a spokesman;
- (ii) to present a written statement of facts and of the claimant's interpretation of any pertinent document, statute or regulation; and
- (iii) to receive a written decision clearly setting forth findings of fact and the specific reasons for the decision written in a manner calculated to be understood by the claimant and containing specific reference to pertinent Policy provisions on which the decision is based.

9.2 A decision shall be rendered no more than thirty (30) days after the request for review, except that such period may be extended for an additional thirty (30) days if the person or persons reviewing the claim determine that special circumstances, including the advisability of a hearing, require such extension. The Administrator may appoint any person or persons, whether or not connected with the Company, to review a claim. All applicable governmental regulations regarding claims and review shall be observed by the Company in connection with its administration of this Policy.

## 10. Statement of ERISA Rights

10.1 Employees are entitled to certain rights and protections under ERISA. ERISA provides that all employees eligible to participate under the Policy shall be entitled to:

- 1. Examine, without charge, at the Company's corporate office, all documents relating to this Policy, including this document.

2. Obtain copies of these documents and other Policy information upon written request to the Company. The Company may make a reasonable charge for the copies.

10.2 In addition to creating rights for eligible employees, ERISA imposes duties upon the people who are responsible for the operation of this Policy. The people who operate the Policy, called “fiduciaries,” have a duty to do so prudently and in the interest of eligible employees.

10.3 Neither the Company nor any other person may discriminate against an employee in any way to prevent him or her from obtaining benefits or exercising his or her rights under ERISA.

10.4 If a claim for benefits is denied in whole or in part, an eligible employee must receive a written explanation of the reason for the denial. The employee has the right to have the Company review and reconsider the employee’s claim.

10.5 Under ERISA, there are steps an eligible employee can take to enforce the above rights. For instance, if an eligible employee requests materials from the Company and does not receive them within 30 days, the employee may file suit in a Federal Court. In such a case, the Court may require the Company to provide the materials and pay up to \$110 a day until they are received, unless they were not sent because of reasons beyond the Company’s control. If an eligible employee has a claim for benefits which is denied or not processed, in whole or in part, the employee may file suit in a State or Federal Court. If it should happen that the Policy’s fiduciaries misuse the Policy’s assets (if any), or an employee is discriminated against for asserting his or her rights, the employee may seek assistance from the U.S. Department of Labor, or may file suit in a Federal Court. The Court will decide who should pay the court costs and legal fees. If the employee is successful, the Court may order the person who was sued to pay these costs and fees. If the employee loses, the Court may order the employee to pay these costs and fees if, for example, it finds the employee did not have sufficient grounds for a claim.

10.6 If an employee has any questions about this Statement or about his or her rights under ERISA, the employee should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or at 200 Constitution Avenue, N.W., Washington, D.C. 20210. An employee may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Information

- a. Plan Name: WWE, Inc. Severance Policy
- b. Plan Sponsor: WWE, Inc.  
1241 East Main Street  
Stamford, CT 06902  
(203) 352-8600
- c. EIN: 04-2693383
- d. Plan Administrator: General Counsel  
WWE, Inc.  
1241 East Main Street  
Stamford, CT 06902  
(203) 352-8600
- e. Plan Type: Employee welfare benefit plan
- f. Agent for Legal Process: Plan Administrator and Plan Sponsor
- g. Plan Number: Two (2)
- h. Plan Year End: December 31  
The Policy is not covered by the Pension Benefit Guaranty
- i. Corporation

**Schedule A:**

WWE Studios, Inc.

## EXHIBIT C

### NON-DISCLOSURE, NON-COMPETITION and NON-SOLICITATION AGREEMENT (“Agreement”)

In further consideration of World Wrestling Entertainment, Inc.’s (“WWE” or the “Company”) employment and continuing employment of Frank A. Riddick (“Employee”), and for other good and valuable consideration, receipt of which is hereby acknowledged by the Employee, Employee further acknowledges and agrees as follows:

Access to Confidential Information: Employee understands and acknowledges that, in his position of EVP / Chief Financial Officer of WWE, and/or in any future position, the Company will furnish, disclose, or make available to him Confidential Information (as defined below) related to the business of the Company, which includes unique and specialized information. Employee further acknowledges that such Confidential Information has been developed and will continue to be developed by the Company through the expenditure by the Company of substantial time, effort and money and that all such Confidential Information could be used by Employee to compete with the Company. Employee also acknowledges that if he becomes employed or affiliated with any competitor of WWE and acts or intends to act in violation of his obligations in this Agreement, there shall be a rebuttable presumption that it is inevitable that he would disclose the Confidential Information to such competitor and would use such Confidential Information, knowingly or unknowingly, on behalf of such competitor. Further, while Employee is employed by the Company, he will be introduced to individuals and entities with important relationships to the Company. Employee acknowledges that any and all “goodwill” created through such introductions belongs exclusively to WWE, including, without limitation, any goodwill created as a result of direct or indirect contacts or relationships between Employee and any contractors, vendors, suppliers or any other business relationships of WWE.

Definition of Confidential Information: For purposes of this Agreement, “Confidential Information” includes, without limitation, WWE’s client/vendor/talent lists, its trade secrets, story lines, plot plans, scripts, any confidential, private, personal or privileged information about (or provided by) any of WWE’s officers, directors, employees, contractors, principals, agents, representatives, or assigns (“WWE Parties”), WWE talent or independent contractors, WWE clients or prospective or former clients, information concerning any of WWE’s or the WWE Parties’ business or financial affairs, including its/their books and records, commitments, procedures, plans and prospects, products developed by WWE or current or prospective transactions or business of WWE, marketing plans or strategies, and any “inside information.”

Non-Disclosure of Confidential Information: Employee acknowledges and agrees that he shall not, during his employment (except with pre-authorized Company executives on a strict “need to know basis”), or at any time after his termination from employment, whether voluntary or involuntary, directly or indirectly, disclose, divulge, or discuss with any individual, entity, company, association, or any other third party, the Confidential Information, or make use of Confidential Information in any manner inconsistent with the best interests of the Company while employed, or in any manner whatsoever after the termination of his employment. Notwithstanding the provisions of this section, Employee may disclose Confidential Information: (a) as compelled by law, judicial process, or any governmental agency of competent jurisdiction, in which event



Employee shall provide the Company within one (1) business day a copy of such request and shall not, unless prohibited by law, disclose or provide any Confidential Information prior to providing such notice to the Company, and shall thereafter cooperate with the Company in complying therewith; (b) where the information is publicly available, unless it has become publicly available by Employee in breach of this Agreement; and (c) where necessary in the ordinary course of business internally within the Company or otherwise as authorized by the Company in advance of such disclosure.

Return of Confidential Information: Employee shall not retain copies of any Confidential Information or documents containing Confidential Information without consent of the Company at any time. Further, upon termination of his employment, whether voluntary or involuntary, Employee shall return all Confidential Information including, without limitation, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same. Nothing herein contained shall prevent Employee from retaining copies of documents reflecting his personal data, including copies of this Agreement, his employment agreement to which this Agreement is attached (“Employment Agreement”), or other agreements between him and the Company, his compensation, and/or benefits conferred during his employment.

Non-Competition/Non-Solicitation: Employee recognizes and acknowledges the competitive and proprietary aspects of the business of the Company, as well as the significant expenditure of time and money in creating, developing and marketing its intellectual property and/or products. Employee further recognizes and acknowledges the significant expenditure of time and money in developing and securing the Company’s business relationships and good will in the markets in which the Company participates.

Employee therefore agrees that, during his employment and for twenty-four (24) months following the termination of his employment, whether voluntary or involuntary, he shall not, for any reason whatsoever in the absence of the Company’s prior written consent:

- (A) Whether individually, as a director, manager, member, stockholder, partner, owner, employee, consultant or agent of any business, or in any other capacity, other than on behalf of the Company or a subsidiary, organize, establish, own, operate, manage, control, engage in, participate in, invest in, permit his name to be used by, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or business organization), or otherwise assist any person or entity that engages in or owns, invests in, operates, manages or controls any venture or enterprise which engages or proposes to engage in any business conducted by the Company. For purposes of this Agreement, “business conducted by the Company” shall be defined as an organization, entity, or individual engaged in the entertainment industry, whether related to professional wrestling, sports entertainment or otherwise;
- (B) Either individually or on behalf of or through any third party, directly or indirectly, solicit, divert or appropriate or attempt to solicit, divert or appropriate, any business or relationships, or prospective business or prospective relationships of the Company, for the purpose of competing in any business which is competitive with the business conducted by the Company as defined above. “Prospective business”

or a “prospective relationship” shall mean a person, firm or entity for which the Company has developed, or to whom/which the Company has made, any presentation or “pitch” (or similar offering of services) during the twelve (12) months prior to Employee’s effective termination date (and Employee shall be obligated to request from the Company the list of such prospective customers upon his termination for any reason); or

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- (C) Either individually or on behalf of or through any third party, directly or indirectly, (i) solicit, entice or persuade or attempt to solicit, entice or persuade any employees or contractors (including WWE talent) of or consultants to the Company to leave the employ or service of the Company for any reason; or (ii) employ, cause to be employed, or solicit the employment of, any employee or contractor (including WWE talent) of or consultant to the Company while any such person is employed by or providing services to the Company; and/or
  - (D) Either individually or on behalf of or through any third party, directly or indirectly, interfere with, or attempt to interfere with, the relations between the Company and any vendor or supplier to the Company. Nothing set forth in this subsection (D) is intended to nor shall it prevent or prohibit Employee or his future employer from doing business with any vendor or supplier to the Company, on the condition that such activity does not violate any other term of this Agreement or the Employment Agreement.
- 

Reasonableness of Restrictions: Employee further recognizes and acknowledges that: (a) the prohibitions of this Agreement are sufficiently narrow and reasonable in relation to the skills which represent his principal saleable asset both to the Company and to prospective employers; and; (b) the time period of the provisions of this Agreement is reasonable, legitimate and fair to Employee in light of the Company’s need to protect its business and good will, to market its services and intellectual property in the applicable markets, and in order to have a sufficient customer base to make the Company’s business profitable, and taking into account the limited restrictions herein compared to the types of employment for which Employee is qualified to earn a livelihood.

Survival of Acknowledgements and Agreements: Employee understands and agrees that the acknowledgements and agreements set forth in this Agreement will survive the termination of his employment with the Company for any reason or for no reason, whether voluntary or involuntary.

Disclosure to Future Employers: Employee agrees that he will provide, and the Company, in its discretion, may similarly provide, a copy of this Agreement to any business or enterprise which Employee may, directly or indirectly, own, manage, operate, finance, join, control or in which Employee may participate in the ownership, management, operation, financing, or control, or with which Employee may be connected as an officer, director, employee, partner, principal, agent, representative, contractor, consultant or otherwise.

Miscellaneous Representations by Employee: Employee hereby represents and warrants to the Company that he understands this Agreement, that he has entered into this Agreement

voluntarily and that his employment with the Company and the terms of this Agreement will not conflict with any legal duty owed by him to any other party, or with any agreement to which he is a party or by which he is bound, including, without limitation, any non-disclosure, non-competition or non-solicitation provision contained in any such agreement. Employee hereby indemnifies and holds harmless the Company and its officers, directors, security holders, partners, members, employees, contractors, agents and representatives against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.

Assignment: The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Employee is principally involved or to any Company affiliate, on the condition that such successor or purchaser assumes any and all of Company's obligations hereunder. Employee may not assign any of his rights and/or obligations under this Agreement without the prior written consent of the Company and any such attempted assignment by him without the prior written consent of the Company will be void.

Benefit: All statements, representations, warranties, covenants and agreements in this Agreement will be binding on the parties hereto and will inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement will be construed to create any rights or obligations except between the Company and Employee, except for Employee's obligations to the Company as set forth herein and in the Employment Agreement, and no person or entity can be regarded as a third-party beneficiary of this Agreement.

Governing Law: This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.

Severability: The parties intend this Agreement to be enforced as written. However: (a) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (b) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, or the scope, or other aspect of such provision, the court making such determination will have the power to reduce the duration, scope, or other aspect of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form, such provision will then be enforceable and will be enforced.

Injunctive Relief: Employee hereby expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, in addition to any other remedy or damages that may be available to the Company pursuant to applicable law and/or in the Employment Agreement, the Company will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, as well as for reimbursement for its costs and reasonable attorney's fees incurred. The

period during which the covenants contained in this Agreement will apply will be extended by any periods during which Employee has been found by a court to have been in violation of such covenants.

Amendment: The provisions of this Agreement may be amended and waived only with the prior written consent of Employee and a duly authorized representative of the Company.

No Waiver of Rights, Powers and Remedies: No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

Employment at Will: Nothing contained in this Agreement shall, or be construed to, alter Employee's status as an employee at will with the Company as set forth in the accompanying Employment Agreement. Nothing further herein contained shall be construed as inconsistent with any other terms of such Employment Agreement; however, in the event it is determined that there is any such inconsistency with other terms of the Employment Agreement, the terms of this Agreement shall prevail with respect to that provision.

Opportunity to Review: Employee hereby acknowledges that he has had adequate opportunity to review these terms and conditions and to reflect upon and consider the terms and conditions of this Agreement, and that he has had the opportunity to consult with counsel of his own choosing regarding such terms. Employee further acknowledges that he fully understands the terms of and has voluntarily executed this Agreement.

ACCEPTED AND APPROVED:

FRANK A. RIDDICK

/s/ FRANK A. RIDDICK

Date: November 3, 2021

**SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This **SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT** (the “Agreement”) is entered into as of this 19<sup>th</sup> day of October 2022 (the “Effective Date”), by and between World Wrestling Entertainment, Inc. (“WWE” or the “Company”) and Nick Khan (“Khan”) and amends and restates that certain Amended and Restated Employment Agreement, dated as of March 9, 2022 (the “Prior Agreement”), which amended and restated that certain Employment Agreement, dated as of August 3, 2020 (the “Original Agreement”) by and between WWE and Khan.

**WHEREAS**, the parties hereto desire to amend and restate the Prior Agreement to set forth the terms of Khan’s employment with WWE on an at-will basis in the capacity of Co-Chief Executive Officer pursuant to the terms of this Agreement; and

**WHEREAS**, by signing below, Khan accepts and agrees to the terms and conditions set out in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and amend and restate the Prior Agreement as follows:

SECTION 1. Term/At-Will Employment.

The parties agree that the term of this Agreement, and Khan’s employment, is intended to be five (5) years from Khan’s start date of August 5, 2020 (the “Term”). However, irrespective of the intended Term, Khan’s employment shall, at all times, be on an at-will basis, so that either WWE or Khan may terminate his employment, and this Agreement, with or without cause or reason, at any time; however, if Khan intends to terminate his employment, he shall provide WWE with at least 60 days advance written notice. However, early termination of this Agreement shall be subject to the provisions below concerning post termination payments to Khan and/or reimbursements due WWE.

SECTION 2. Position and Duties.

(a) Khan agrees to render such services to WWE on a full-time basis as are consistent with the position of Co-Chief Executive Officer as determined in WWE’s discretion, and pursuant to the terms and conditions hereinafter set forth. Khan shall, at all times, faithfully, industriously and to the best of his ability, experience and talent, perform the duties associated with this position, and he shall devote all of his working time and efforts to the performance of such duties. Khan shall, at all times, also be subject to and comply with the policies and procedures generally applicable to WWE’s senior executives to the extent the same are not inconsistent with any term of this Agreement.

(b) Khan shall report directly to, and be subject to the direction of, the Board of Directors of the WWE (the “Board”). Khan’s base of work shall be in WWE’s Stamford, Connecticut headquarters; however, he shall also render services at such other places within or outside the United States as WWE may direct from time to time and as may be reasonably necessary to effectively fulfill his duties and responsibilities.

SECTION 3. Compensation & Benefits.

(a) Base Salary: Effective as of July 22, 2022, Khan's base salary shall be One Million Three Hundred Fifty Thousand dollars (\$1,350,000.00) per annum, less applicable taxes and withholdings, payable on a bi-weekly basis in accordance with WWE's standard payroll practices. Merit adjustments in base salary shall be within the sole discretion of WWE and determined and paid out also in accordance with WWE's standard payroll practices.

(b) Incentive Bonus: Khan is also eligible to participate in the WWE Discretionary Bonus Plan. The funding of the plan is based upon WWE's achievement of financial and/or strategic performance measures, as determined by WWE in its discretion. The bonus pool funding can increase, decrease or be forfeited based on the level of achievement of WWE's and/or Khan's personal performance measures. Effective as of July 22, 2022, Mr. Khan's annual Incentive Bonus will have a target of 160% of his current salary. For purposes of calculating Khan's Incentive Bonus for calendar year 2022, payment of Khan's Incentive Bonus in respect of the period beginning January 1, 2022 through July 21, 2022, shall be calculated based on a target of 158% of Khan's annual rate of Base Salary effective during such period (i.e., based on the then-effective Base Salary of \$1,200,000.00), and payment of Khan's Incentive Bonus in respect of the period starting July 22, 2022 through December 31, 2022 shall be calculated based on a target of 160% of Khan's current Base Salary. The fact and amount of Khan's individual award will be determined based upon those factors indicated above, and again, at all times within WWE's discretion. As with any other benefit programs, the fact and/or terms of any bonus eligibility can be modified or deleted at any time within WWE's sole discretion. The bonus for any calendar year will be paid by March 15th of the subsequent calendar year. Except as otherwise provided under Section 4 below, upon a termination of employment prior to the end of the Term, Khan shall not be paid any bonus amounts following such termination.

(c) Sign-on Bonus:

(i) Following the execution of the Original Agreement by WWE and Khan, Khan received a one-time Sign-On Bonus in the amount of \$5,000,000.00, less applicable withholding and deductions ("Sign-On Bonus"), payable on the first payroll following the start date of employment.

(ii) If between 24 and 36 months following the commencement of the Term Khan voluntarily terminates his employment without Good Reason, or his employment with WWE is terminated by WWE for Cause, then Khan must reimburse WWE \$1,200,000.00 of the Sign-On Bonus payment.

(iii) Any reimbursement due under this Section shall be paid by Khan within ten (10) days following the termination date, and Khan expressly authorizes WWE to deduct reimbursement due from any other sums then otherwise owed him to the maximum extent permissible by law. This authorization is reflected by Khan's execution of the attached Exhibit B, dated as of March 30, 2022, as it was previously attached to the Prior Agreement.

(d) WWE Equity:

(i) Effective as of August 5, 2020, as a material inducement for Khan to accept employment with WWE, Khan was granted a Sign-On Inducement Grant of Performance Stock Units (PSUs) of Class A Common Stock of WWE valued at \$15,000,000 (the “Initial Sign-On Inducement Grant”), and effective as of March 9, 2022 as a material inducement for Khan to continue his employment with WWE, Khan was granted an additional Sign-On Inducement Grant of PSUs of Class A Common Stock of WWE valued at \$7,500,000 (collectively with the Initial Sign-On Inducement Grant, the “Inducement Grants”). \$6,000,000 of such Initial Sign-on Inducement Grant (the “First Tranche PSUs”) was granted and effective on or about his official start date, and was determined based on WWE’s 30-day trailing average stock price ending on the effective date of the Original Agreement; the remaining \$16,500,000 of the Inducement Grants (the “Second Tranche PSUs”) shall be granted effective on or about October 1, 2022 (but may be delayed if required under applicable law), and to be determined based on WWE’s 30-day trailing average stock price ending on such date. These PSUs (less applicable taxes and other deductions required by law) will vest as follows: the First Tranche PSUs will vest on September 30, 2022; and the Second Tranche PSUs will vest on September 30, 2025, in each case, subject to the applicable performance measures being met and certified to by WWE’s Compensation and Human Capital Committee. These PSUs also shall be at all times subject to and governed by the terms of WWE’s Omnibus Incentive Plan (“OIP”) and the award agreement thereunder. For the avoidance of doubt, the award agreements for the Inducement Grants provide for the claw-back and recovery of vested amounts due to accounting restatements, violations of WWE’s corporate policies or any breaches of the restrictive covenants contained in the award agreement, the terms of this Agreement, or of any other agreement between Khan and WWE. In addition, these PSUs are subject to performance measures as determined by WWE’s Compensation and Human Capital Committee. These PSUs, as well as future shares, may also be subject to WWE’s stock ownership guidelines, and at all times, all other terms and conditions of Khan’s eligibility for equity shall be governed by the OIP.

(ii) Khan will also be considered for eligibility in all future stock programs that are offered to other key executives in WWE, including the Performance/Restricted Stock Unit (PSU/RSU) program, at all times subject to WWE management’s and the Compensation and Human Capital Committee’s discretion. Further, all other terms and conditions of Khan’s eligibility for equity shall be governed by the OIP. Effective as of calendar year 2023, Mr. Khan’s equity grant shall have an annual target grant date value of \$3.575 million.

(iii) Except as otherwise provided in the applicable award agreement and Section 4 herein, if Khan voluntarily terminates his employment with WWE for any reason, or his employment with WWE is terminated by WWE for any reason, then any and all unearned or unvested WWE Equity as set forth above shall be forfeited as of the last day of employment.

(e) Other Benefits: Khan will be eligible for full company benefits on the first day of the month coincident or following his date of hire. WWE benefits include (but are not limited to): medical, dental, life and disability. Khan will be automatically enrolled in WWE’s 401k plan at 3%. Should Khan elect to opt out of the 401k auto-enrollment, please call Fidelity at 1-800-835-

5097, after receipt of their confirmation letter. Subject to statutory limits, WWE currently matches to the 401k fifty percent (50%) of contributions up to six percent (6%) of salary. This match is subject to a one-year vesting and may be changed by WWE at any time within WWE's sole discretion. As with all other employee benefits, these benefits are subject to change or deletion at any time within WWE's discretion and without any particular advance notice. Khan shall be entitled to two (2) roundtrip first class (or equivalent) flights between New York and Los Angeles per month. In addition, when the Company's aircraft is not in use for business purposes, the aircraft may be used for the personal travel of Khan and members of his immediate family and their invited guests. For any personal use of the aircraft in accordance with this Section, Khan shall pay amounts which cover all incremental cost(s) that otherwise would result to the Company from such use.

(f) Paid Time Off: Vacation and personal leave accrual and use shall be subject to WWE's policies as such policies may exist and/or be amended from time to time.

#### SECTION 4. Payments Upon Termination of Employment:

(a) Termination of Employment Without Good Reason, For Cause, Death or Disability. If, prior to the end of the Term, Khan's employment is terminated by Khan without Good Reason, by WWE for Cause, due to Khan's death or due to Khan's Disability, with the sole exception of any accrued, but unpaid, Base Salary through the termination date and any benefits to which Khan may be entitled under any applicable plans and programs of WWE as of the termination date (the "Accrued Benefits"), no payments upon such termination will be due Khan under this Agreement.

(b) Non-Renewal. If this Agreement expires at the end of the Term without renewal by either party, with the sole exception of the Accrued Benefits, no payments upon such expiration will be due Khan under this Agreement.

(c) Termination of Employment Without Cause or For Good Reason Absent a Change in Control. If, prior to the end of the Term, Khan's employment is terminated by WWE without Cause or by Khan for Good Reason, in either case, absent a Change in Control, WWE will provide Khan with the following benefits (which, for the avoidance of doubt, shall be in lieu of, and not in addition to, any benefits provided under the WWE Severance Policy, except as provided in clause (iii) below), subject to Section 4(e) below:

(i) the Accrued Benefits;

(ii) continued payment of Khan's then-current annual Base Salary through the end of the Term in accordance with WWE's standard payroll practices;

(iii) payment of Khan's annual Incentive Bonus target on a pro-rata basis for the year in which such termination occurs in accordance with WWE's standard practices regarding annual bonus payments. For clarity, Khan shall not be paid any bonus amounts for any remaining years of the Term upon termination as described in this Section 4(c); and

(iv) subject to Khan's timely election in accordance with the Consolidated Omnibus Reconciliation Act, as amended ("COBRA") and continued eligibility, continued



coverage for Khan and any eligible dependents under WWE's group health insurance coverage in accordance with the WWE Severance Policy.

(d) Termination of Employment Without Cause or For Good Reason In Connection with a Change in Control. If, prior to the end of the Term, Khan's employment with WWE is terminated by WWE without Cause or by Khan for Good Reason, in either case, on the date of or within the two (2) year period following a Change in Control (as defined below) (each such termination of employment, a "Qualifying CIC Termination"), WWE will provide Khan with the following benefits (which, for the avoidance of doubt, shall be in lieu of, and not in addition to, any benefits provided under the WWE Severance Policy), subject to Section 4(e) below:

- (i) the Accrued Benefits;
- (ii) a lump sum cash payment equal to two (2) times his then-current Base Salary, payable on the sixtieth (60th) calendar day following the Qualifying CIC Termination;
- (iii) a lump sum cash payment equal to two (2) times Khan's target Incentive Bonus opportunity for the year in which the Qualifying CIC Termination occurs, payable on the sixtieth (60th) calendar day following the Qualifying CIC Termination;
- (iv) an Incentive Bonus payment for the year in which the Qualifying CIC Termination occurs with the amount of such bonus, if any, based on actual performance, prorated for the portion of the calendar year that has lapsed prior to such Qualifying CIC Termination and payable in accordance with WWE's standard practices regarding annual bonus payments;
- (v) acceleration and 100% vesting of all then-outstanding equity awards, including without limitation, all special grants previously made to Khan, and for any performance awards that have not previously vested, (x) any payout in respect of performance criteria that have not yet been attained as of the date of the Qualifying CIC Termination for any incomplete award period shall be determined based on 100% of target-level achievement and (y) any payout in respect of performance criteria that have been attained as of the date of the Qualifying CIC Termination for any incomplete award period shall be determined based on actual performance as of the date of such Qualifying CIC Termination in accordance with the terms and conditions of the applicable award agreement for such performance award; and
- (vi) subject to Khan's timely election in accordance with COBRA and continued eligibility, continued coverage for twenty-four (24) months following the Qualifying CIC Termination (or until Khan becomes eligible for comparable coverage under the medical health plans of a successor employer, if earlier) (the "CIC COBRA Benefit Period") for Khan and any eligible dependents under WWE's group health insurance coverage in which Khan and any such dependents participated in immediately prior to the date of the Qualifying CIC Termination, to the extent permitted thereunder and subject to any active-employee cost-sharing or similar provisions in effect for Khan thereunder as of immediately prior to the date of Khan's termination of employment; provided that such

coverage shall not be provided in the event WWE would be subject to any excise tax under Section 4980D of the Internal Revenue Code or other penalty or liability pursuant to the provisions of the Patient Protection and Affordable Care Act of 2010 (as amended from time to time) or to the extent not permitted by other applicable law, and in lieu of providing the coverage described above, WWE shall instead pay to Khan a monthly cash payment in an amount equal to the portion of the monthly COBRA premiums WWE would have paid during the CIC COBRA Benefit Period, after taking into account any active employee cost-sharing or similar provisions in effect for Khan, with such monthly payment being made on the last day of each month of the remainder of the CIC COBRA Benefit Period.

(e) Separation Agreement Requirement. Payments described in Sections 4(c) and (d) above (other than the Accrued Benefits) are conditioned on Khan's execution of a standard separation agreement, which shall contain, among other provisions, a full release and waiver of claims or potential claims against WWE as therein defined, a confidentiality and non-disparagement provision and re-affirmation of all other post-employment obligations by Khan, in the form provided by WWE, which separation agreement must be executed and irrevocable by the deadlines set by then applicable laws, but no later than the sixtieth (60th) day following the effective termination of employment, whichever is less. Any payments or benefits otherwise payable during such period will accrue and be paid, without interest, on the first payroll date following such sixty (60)-day period.

(f) Definitions.

(i) "Cause" for purposes of this Agreement shall have the meaning set forth in the current WWE Severance Policy (or if WWE does not then have a Severance Policy in place, then as defined in the current WWE Severance Policy attached as Exhibit A).

(ii) "Change in Control" for purposes of this Agreement shall mean the occurrence of any of the following; provided, however, that a "Change in Control" shall have any "Change in Control" or similar definition contained in Internal Revenue Code Section 409A and the regulations and guidance promulgated thereunder (collectively "Code Section 409A") in any instance in which amounts are paid under a compensation agreement as a result of a Change in Control and such amounts are treated as deferred compensation under Code Section 409A: (A) the acquisition in one or more transactions, other than from WWE, by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder ("Exchange Act")), other than WWE, a WWE subsidiary or any employee benefit plan (or related trust) sponsored or maintained by WWE or a WWE subsidiary, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of a number of WWE securities aggregating 30% or more of the vote of all voting securities; (B) any change in the composition of the Board within a 24-month period that results in more than fifty percent (50%) of the independent members of the Board consisting of persons other than (x) those persons who were independent members of the Board at the beginning of such 24-month period and/or (y) persons who were nominated for election as independent members of the Board at a time when more than fifty percent (50%) of the Board consisted of persons who were independent members of the Board at the beginning of such 24-month period; provided,

however, that any person nominated for election by the Board, more than fifty percent (50%) of whom consisted of persons described in clauses (x) and (y), shall, for this purpose, be deemed to have been nominated by a Board composed of persons described in (x); (C) the consummation (i.e. closing) of a reorganization, merger or consolidation involving WWE, unless, following such reorganization, merger or consolidation, all or substantially all of the individuals and entities who were the beneficial owners of WWE's common stock immediately prior to such reorganization, merger or consolidation, following such reorganization, merger or consolidation, beneficially own, directly or indirectly, more than seventy percent (70%) of both the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities of the entity resulting from such reorganization, merger or consolidation in substantially the same proportion as their ownership of WWE's common stock and outstanding voting securities immediately prior to such reorganization, merger or consolidation; (D) the consummation (i.e. closing) of a sale or other disposition of all or substantially all of the assets of WWE, unless, following such sale or disposition, all or substantially all of the individuals and entities who were the beneficial owners of WWE's common stock immediately prior to such sale, beneficially own, directly or indirectly, more than sixty percent (60%) of both the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities of the entity purchasing such assets in substantially the same proportion as their ownership of WWE's common stock and outstanding voting securities immediately prior to such sale or disposition; (E) the consummation of any transaction described in (A) or (C) above, following which Vincent K. McMahon and his family (as defined in Section 267(c)(4) of the Internal Revenue Code) retain beneficial ownership of voting securities of, as applicable, WWE, its successor or the ultimate parent corporation or other entity of the chain of corporations or other entities which includes WWE or its successor, representing voting power that is less than that of any other individual, entity or group; or (F) a complete liquidation or dissolution of WWE.

(iii) "Disability" for purposes of this Agreement shall be defined as Khan's inability to perform the material responsibilities of his position with or without reasonable accommodation for a consecutive period of ninety (90) days in any one year period, or for a non-consecutive period of one hundred twenty (120) days in any one year period.

(iv) "Good Reason" for purposes of this Agreement shall mean, without Khan's prior written consent: (A) a reduction in Base Salary and/or target compensation; (B) a material change of title, authority, duties or responsibilities, including, without limitation, ceasing to have the title and duties of chief executive officer or co-chief executive officer of WWE or being the co-chief executive officer with anyone other than Stephanie McMahon-Levesque; (C) an adverse change in the reporting structure applicable to Khan (i.e., a requirement that Khan is required to report to any person(s) other than the full Board); (D) a material breach by WWE or the successor of the terms and conditions of any employment or other compensation agreement with Khan; (E) the failure to obtain an agreement from any successor to assume and agree to perform all equity and other compensatory agreements in the same manner and to the same extent as would be the case if no change had occurred (unless such assumption occurs by operation of law); or (F) WWE's failure to nominate Khan for election to the Board and to use its best efforts to have Khan elected to the Board. Notwithstanding the foregoing, in the event Khan asserts

that one of the foregoing reasons exists for potential termination of employment, Khan shall first provide WWE written notice specifying the nature of the reason and WWE will have at least thirty (30) days to cure or remedy the situation. If Khan has not terminated employment within ninety (90) days after the occurrence of such Good Reason situation or event that has not been cured or remedied by WWE, Khan will be deemed to have waived the right to terminate on the basis of Good Reason with respect to the situation or event giving rise to Good Reason.

SECTION 5. Conditions of Employment.

(a) Further, Khan's continued employment shall be conditioned on: (i) Khan's execution of this Agreement without modification; (ii) continued compliance with the terms of the attached Exhibit B previously executed by Khan; (iii) continued compliance with the Non-Disclosure, Non-Competition and Non-Solicitation Agreement attached hereto as Exhibit C; and (iv) continued compliance with WWE's Intellectual Property Release & Waiver, Conflict of Interest and Code of Conduct, Email Acceptable Use Guidelines, Equal Opportunity and Non-Harassment Policy, Employee Handbook Policy, Policy Prohibiting Insider Trading, Social Media Policy, and Fitness Center Waiver of Liability agreements, in each case, previously executed by Khan.

(b) WWE hereby notifies Khan pursuant to federal law that: (1) an individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made: (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (2) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(c) The portions of any current or future WWE Severance Policy relating to the amount of severance payments shall not apply to this Agreement, and Khan acknowledges that any post-termination payments due him are only those payments specifically provided for under this Agreement.

SECTION 6. General Provisions.

(a) Severability. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of the State of Connecticut. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so

narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(b) Complete Agreement. This Agreement, together with the attachments and documents referenced herein, supersede any prior correspondence or documents evidencing negotiations between the parties, whether written or oral, and any and all understandings, agreements or representations by or among the parties, whether written or oral, that may have related in any way to the subject matter of this Agreement.

(c) Successors and Assigns. WWE's rights under this Agreement may, without Khan's consent, be assigned by WWE, in its sole and unfettered discretion, to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of WWE. WWE will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business or assets of WWE expressly to assume and to agree to perform this Agreement in the same manner and to the same extent that WWE would be required to perform it if no such succession had taken place. Khan may not assign any of his rights and/or obligations under this Agreement without the prior written consent of WWE, and any such attempted assignment by Khan without the prior written consent of WWE will be void.

(d) Governing Law. This Agreement shall be governed by, and construed in accordance with and subject to, the laws of the State of Connecticut without regard to its conflicts of law rules.

(e) Jurisdiction and Venue.

(i) Khan irrevocably and unconditionally submits, for himself and his property, to the exclusive jurisdiction of the U.S. District Court for the District of Connecticut and the State Courts of Connecticut for any action or proceeding arising out of or relating to this Agreement.

(ii) The parties agree that the mailing by certified or registered mail, return receipt requested to both: (A) the other party; and (B) counsel for the other party, of any notice required under this Agreement, or of any process required by any such court, shall constitute valid and lawful notice or service of process against them, as applicable, without the necessity for service by any other means provided by law. Notwithstanding the foregoing, if and to the extent a court holds such means to be unenforceable, each of the parties' respective counsel shall be deemed to have been designated agent for service of process on behalf of its respective client, and any service upon such respective counsel effected in a manner which is permitted by applicable law shall constitute valid and lawful service of process against the applicable party.

(f) Taxes; Section 409A Compliance. All payments under this Agreement or under any other WWE arrangement will be subject to applicable taxes and withholdings. The intent of the parties is that payments and benefits under this Agreement comply with or be exempt from Code Section 409A and, accordingly, to the maximum extent permitted this Agreement shall be interpreted to be in compliance therewith or exempt therefrom. In no event whatsoever shall WWE be liable for any additional tax, interest or penalty that may be imposed on Khan by Code Section

409A or damages for failing to comply with Code Section 409A. A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of nonqualified deferred compensation subject to Code Section 409A upon or following a termination of employment unless such termination is also a “separation from service” (as that term is defined in Treasury Regulation Section 1.409A-1(h)) from WWE and from all other corporations and trades or businesses, if any, that would be treated as a single “service recipient” with WWE under Treasury Regulation Section 1.409A-1(h)(3), and, for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service.” Notwithstanding any other payment schedule provided herein to the contrary, if Khan is identified on the date of his separation from service as a “specified employee” within the meaning of that term under Code Section 409A(a)(2)(B)(i), then the following shall apply: (i) with regard to any payment that is considered nonqualified deferred compensation subject to Code Section 409A, as determined by WWE in its sole discretion, and payable on account of a “separation from service,” such payment shall be made on the date which is the earlier of: (A) the expiration of the six (6) month period measured from the date of Khan’s “separation from service”; and (B) the date of his death (the “Delay Period”) to the extent required under Code Section 409A. Upon the expiration of the Delay Period, all payments delayed pursuant to this Section (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid to Khan in a lump sum, and all remaining payments due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. For purposes of Code Section 409A, Khan’s right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

(g) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of Khan and a duly authorized representative of WWE, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or any provision hereof.

(h) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

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

/s/ NICK KHAN  
Nick Khan

WORLD WRESTLING ENTERTAINMENT, INC.

By: /s/ STEPHANIE MCMAHON  
Name: Stephanie McMahon  
Title: Chairwoman & Co-CEO

and

By: /s/ MAN JIT SINGH  
Man Jit Singh  
Chair of Compensation and Human Capital Committee

*[Signature Page to Khan Second Amended & Restated Employment Agreement]*

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## EXHIBIT A

### WWE, INC. SEVERANCE POLICY

#### 1. Purpose:

1.1 In the event of an involuntary termination of employment due to a reduction in force, reorganization/restructuring, job elimination, or an involuntary termination of employment for reasons other than “cause” as defined below, WWE will provide severance benefits to the affected employee(s) in accordance with this severance policy (the “Policy”). This Policy is effective as of March 24, 2014, and, with the exception of §4.4, below, it hereby supersedes and replaces any and all prior severance policies of the Company or representations of said policy’s severance amounts set forth in prior offer letters. This Policy shall be administered by the Company’s General Counsel or his/her delegate (the “Administrator”).

#### 2. Eligibility:

2.1 This Policy, which is intended to serve as the plan document as well as the summary plan description for the Policy, applies to all exempt and non-exempt, full-time employees of WWE or a subsidiary of WWE listed on Schedule A hereto (WWE and such subsidiaries collectively referred to in this Policy as “WWE” or the “Company”), which Schedule may be updated from time to time by the Administrator (as that term is defined below). Part-time employees who work a minimum of thirty (30) hours per workweek on a regular, scheduled basis will also be eligible to receive severance as set forth herein.

2.2 In order to be eligible for severance under this Policy, an employee must have completed twelve (12) continuous months of service with the Company.

2.3 Except in extraordinary circumstances to be determined within the sole discretion of the Administrator, benefits under this Policy will not be provided with respect to terminations of employment for reasons not listed in the “Purpose” Section above. For instance, but without limitation, severance will not be provided where the termination of employment is due to death, disability, voluntary resignation, retirement or “cause” (as that term is defined below).

#### 3. Termination for Cause

3.1 For purposes of this Policy, “cause” shall be determined by the Administrator, in its sole and absolute discretion, and shall be defined as follows:

- a. Theft or inappropriate removal or possession of property or any other act of fraud, embezzlement or dishonesty;



- b. Falsification of records;
- c. Possession, distribution, sale, transfer, or use in the workplace, or working under the influence of, alcohol or illegal drugs;
- d. Fighting or threatening violence in the workplace;
- e. Insubordination or other disrespectful conduct;
- f. Misuse or improper conduct leading to damage of employer-owned or vendor-owned property;
- g. Conviction of (or plea of guilty or no contest to) a crime that relates to and/or concerns the employee's job functions, commission of a crime in the workplace, including at Company sponsored functions, or conviction of (or plea of guilty or no contest to) any felony;
- h. Sexual or other harassment, discrimination or retaliation which is unlawful and/or which violates Company policy;
- i. Possession of dangerous or unauthorized materials, such as, for example, explosives for firearms, in the workplace, including at Company sponsored functions;
- j. Unauthorized disclosure of confidential or sensitive business information and/or any violation of Confidentiality agreement(s) executed by the employee;
- k. Violation of safety rules or of any provision of the Company Code of Conductor Conflict of Interest policies;
- l. Violation of any personnel policies of the Company or of any other Company workplace policy or procedure; and
- m. Sub-standard job performance determined to rise to the level of constituting "cause" in the sole discretion of the Administrator, the applicable Department head, the Senior Vice President of Human Resources and the Chief of Staff, Chairman's Office, provided that the Company gave the employee at least one written warning, including a description of the sub-standard job performance, and further provided that the Company provided the employee with at least a fifteen business day period in which to cure the unsatisfactory job performance, if such performance was capable of being cured.
- n. Such other conditions or events that the Administrator, in its sole, good faith discretion, determines to constitute cause for termination of employment

3.2 At all times, it is within the sole discretion of the Administrator to determine whether the employee's termination of employment has been for "cause" as defined above, or otherwise whether this Policy applies to any particular termination.

3.3 In addition, if a former employee who is determined to be eligible for benefits under this Policy is later determined by the Administrator to have engaged in conduct which, if known at the time, could have subjected such employee to termination based on “cause” as defined herein, or if such former employee breaches any obligation to the Company or otherwise causes harm to its business operations or reputation, then no further benefits will be paid to such former employee, and the Company will be entitled to immediate repayment of any and all severance benefits that were previously paid to such former employee, plus any and all costs and attorneys’ fees incurred by the Company in recouping such amounts.

4. Severance Amount:

4.1 The amount of the severance is based on length of employment with WWE. An employee eligible for severance under this Policy shall receive a severance amount equal to four (4) weeks of the employee’s base salary for each full year of service that the employee has worked at the Company. Notwithstanding the foregoing, the minimum severance amount under this Policy shall be four (4) weeks of base salary and the maximum severance amount under this Policy shall be fifty-two (52) weeks of base salary. Severance is calculated on base pay only (i.e., straight time wages excluding overtime, commissions, bonuses, other incentive compensation and benefits) and employees will typically receive severance as a salary continuation benefit (continued payments on scheduled paydays beginning when the separation agreement referenced below is effective). The period of time during which severance is paid is referred to hereinafter as the “Severance Period.”

4.2 During the Severance Period, eligible employees who are covered by WWE’s group health insurance coverage at the time of their termination from employment and elect to continue their coverage in accordance with COBRA will be required to pay only the employee share of the applicable monthly premium in order to continue such group health insurance coverage. Such group health insurance coverage shall be on the same terms as were in place at the time of the employee’s termination, including, without limitation, in connection with the percentage of the employee’s contribution to the cost of such premiums, but shall be subject to change from time to time during the Severance Period if and when such terms change for then current WWE employees. At the conclusion of the Severance Period, the employee shall be entitled at his/her own expense to continue coverage pursuant to COBRA or any applicable successor legislation. No cash equivalent will be paid if an eligible employee declines such continued coverage for any reason. Notwithstanding the foregoing, an employee shall not be eligible for the above-described COBRA arrangements if the employee is eligible for group health insurance coverage through other employment.

4.3 An employee participating in WWE’s discretionary bonus program at the time of his or her termination, and only in the event the employee is not terminated prior to July 1 of the calendar year in which such termination is made effective, will also be eligible to receive a prorated bonus payment subject to the following rules. This bonus payment shall be determined by WWE at the standard time that it determines then active employee

bonuses, and payable at the standard time, and using the same factors which would otherwise be applied if the employee remained employed through that calendar year. That bonus amount, if any, will then be pro-rated to the date of the employee's last day of employment. The employee will be advised of the applicable individual performance rating that will be applied prior to the execution of any release and waiver agreement referenced herein.

4.4 Executive officers (senior vice presidents and above) with individual agreements which provide for severance will continue to be eligible to receive severance benefits under said individual agreements, unless the severance applicable under this Policy exceeds the amount of severance payable under such individual agreement, in which case the individual will receive the severance benefits payable hereunder in lieu of receiving the severance under the individual agreements. A schedule of the names of said senior officers shall be maintained by Human Resources.

5. Conditions to Receipt of Severance:

5.1 All severance offered under this Policy will be expressly conditioned on the employee's execution of a written separation agreement that includes, at a minimum, ***a full and irrevocable release and waiver of any and all claims and potential claims of employee***, along with other standard provisions in a form acceptable to WWE.

6. Additional Terms:

6.1 Like all other policies, WWE reserves the right to revise or terminate this Policy at its discretion and without advance notice. Also as with all other policies, nothing in this Policy shall be interpreted as altering the at-will status of employment, nor as creating a contract, express or implied. This Policy will at all times be entirely unfunded and no employee will have any interest in any particular asset of the Company by reason of any right to receive benefits under this Policy and any such employee will have only the rights of a general unsecured creditor of the Company with respect to any rights under this Policy. This Policy will be governed by and enforced in accordance with the laws of the State of Connecticut, except to the extent such laws are preempted by Federal law, including ERISA.

7. Tax Provisions:

7.1 All benefits provided under this Policy will be subject to any required Federal, state and local tax withholding and deductions. This Policy and any severance benefits payable under it are intended to be exempt from or, if not exempt, to otherwise comply with Section 409A of the Internal Revenue Code of 1986, where applicable, and will be interpreted and applied in a manner consistent with that intention. Notwithstanding any provision of this Policy to the contrary, to the extent that a payment or benefit provided hereunder is subject to Section 409A and payable on account of an employee's "separation from service" (as defined in Section 409A and the related regulations), such payment will be delayed for a

period of six months after the employee's separation date (or if earlier within thirty (30) days of the employee's date of death following the date of such separation) if the employee is a "specified employee" (as defined in Section 409A and the related regulations) of the Company, as determined in accordance with the regulations issued under Section 409A and the procedures established by the Company. Notwithstanding the foregoing, this provision will not apply to (i) all payments on separation from service that satisfy the short-term deferral rule of Treas. Reg. §1.409A1(b)(4), (ii) to the portion of the payments on separation from service that satisfy the requirements for separation pay due to an involuntary separation from service under Treas. Reg. §1.409A-1(b)(9)(iii), and (iii) to any payments that are otherwise exempt from the six month delay requirement of the Treasury Regulations under Section 409A. Notwithstanding anything to the contrary herein, a termination of employment will not be deemed to have occurred for purposes of a payment of amounts or benefits under the Policy upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A and, for purposes of this Policy, references to a "resignation," "termination," "termination of employment," or like terms will mean a separation from service. For purposes of Section 409A of the Code, each payment made under this Policy will be designated as a "separate payment" within the meaning of the Section 409A.

8. Administration:

8.1 The Administrator will be empowered to construe and interpret the provisions of the Policy and to perform and exercise all of the duties and powers granted to it under the terms of the Policy, including the determination of benefits payable hereunder. The Administrator may adopt such rules and regulations for the administration of the Policy as are consistent with the terms hereof. All interpretations and decisions made (both as to law and fact) and other action taken by the Administrator with respect to the Policy will be conclusive and binding upon all parties having or claiming to have an interest under the Policy. Not in limitation of the foregoing, the Administrator will have sole discretion and authority to decide any factual or interpretative issues that may arise in connection with its administration of the Policy (including without limitation any determination as to claims for benefits hereunder), and the Administrator's exercise of such authority shall be conclusive and binding on all affected parties. Notwithstanding the foregoing, for purposes of ERISA, the Administrator will be the "named fiduciary" of the Policy.

9. Claims and Review:

9.1 All inquiries and claims respecting the Policy must be made in writing and directed to the Administrator, or the Administrator's designee.

- a. In the case of a claim respecting a benefit, a written determination allowing or denying the claim shall be furnished to the claimant within forty-five (45) days following receipt of the claim. A denial or partial denial of a claim shall be dated (the "Determination Date") and signed by WWE and shall clearly set forth the following information:

- (i) the specific reason or reasons for the denial;
- (ii) a specific reference to pertinent Policy provisions on which the denial is based;
- (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
- (iv) an explanation of the claim review procedure.

If no written determination is furnished to the claimant within forty-five (45) days after receipt of the claim, then the claim shall be deemed denied and the forty-fifth (45th) day after such receipt shall be the Determination Date.

- b. A claimant may obtain review of an adverse determination by filing a written notice of appeal with the Administrator within sixty (60) days after the Determination Date. The Administrator shall then appoint one or more persons who shall conduct a full and fair review. As part of such review, the claimant shall have the right:
  - (i) to be represented by a spokesman;
  - (ii) to present a written statement of facts and of the claimant's interpretation of any pertinent document, statute or regulation; and
  - (iii) to receive a written decision clearly setting forth findings of fact and the specific reasons for the decision written in a manner calculated to be understood by the claimant and containing specific reference to pertinent Policy provisions on which the decision is based.

9.2 A decision shall be rendered no more than thirty (30) days after the request for review, except that such period may be extended for an additional thirty (30) days if the person or persons reviewing the claim determine that special circumstances, including the advisability of a hearing, require such extension. The Administrator may appoint any person or persons, whether or not connected with the Company, to review a claim. All applicable governmental regulations regarding claims and review shall be observed by the Company in connection with its administration of this Policy.

#### 10. Statement of ERISA Rights

10.1 Employees are entitled to certain rights and protections under ERISA. ERISA provides that all employees eligible to participate under the Policy shall be entitled to:

- 1. Examine, without charge, at the Company's corporate office, all documents relating to this Policy, including this document.

2. Obtain copies of these documents and other Policy information upon written request to the Company. The Company may make a reasonable charge for the copies.

10.2 In addition to creating rights for eligible employees, ERISA imposes duties upon the people who are responsible for the operation of this Policy. The people who operate the Policy, called “fiduciaries,” have a duty to do so prudently and in the interest of eligible employees.

10.3 Neither the Company nor any other person may discriminate against an employee in any way to prevent him or her from obtaining benefits or exercising his or her rights under ERISA.

10.4 If a claim for benefits is denied in whole or in part, an eligible employee must receive a written explanation of the reason for the denial. The employee has the right to have the Company review and reconsider the employee’s claim.

10.5 Under ERISA, there are steps an eligible employee can take to enforce the above rights. For instance, if an eligible employee requests materials from the Company and does not receive them within 30 days, the employee may file suit in a Federal Court. In such a case, the Court may require the Company to provide the materials and pay up to \$110 a day until they are received, unless they were not sent because of reasons beyond the Company’s control. If an eligible employee has a claim for benefits which is denied or not processed, in whole or in part, the employee may file suit in a State or Federal Court. If it should happen that the Policy’s fiduciaries misuse the Policy’s assets (if any), or an employee is discriminated against for asserting his or her rights, the employee may seek assistance from the U.S. Department of Labor, or may file suit in a Federal Court. The Court will decide who should pay the court costs and legal fees. If the employee is successful, the Court may order the person who was sued to pay these costs and fees. If the employee loses, the Court may order the employee to pay these costs and fees if, for example, it finds the employee did not have sufficient grounds for a claim.

10.6 If an employee has any questions about this Statement or about his or her rights under ERISA, the employee should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or at 200 Constitution Avenue, N.W., Washington, D.C. 20210. An employee may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Plan Information

- a. Plan Name: WWE, Inc. Severance Policy
- b. Plan Sponsor: WWE, Inc.  
  
1241 East Main Street  
Stamford, CT 06902  
(203) 352-8600
- c. EIN: 04-2693383
- d. Plan Administrator: General Counsel  
  
WWE, Inc.  
1241 East Main Street  
Stamford, CT 06902  
(203) 352-8600
- e. Plan Type: Employee welfare benefit plan
- f. Agent for Legal Process: Plan Administrator and Plan Sponsor
- g. Plan Number: Two (2)
- h. Plan Year End: December 31  
The Policy is not covered by the Pension Benefit Guaranty
- i. Corporation

**Schedule A:**

WWE Studios, Inc.

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## EXHIBIT B

This Exhibit B concerns a Sign-On Bonus and Relocation Expense Benefits being conferred as set forth in the Employment Agreement between the undersigned and WWE made effective August 5, 2020 to which it is attached. The Employment Agreement further sets forth conditions under which I am obligated to reimburse WWE for payments conferred under those provisions. In the event a reimbursement obligation is triggered pursuant to the Employment Agreement, I hereby authorize and direct WWE, to the fullest extent allowed by law, to withhold the maximum amount permitted toward such reimbursement due WWE from any remaining compensation of any type then due me. If there is any remainder due WWE, I will pay such remaining portion also pursuant to the Employment Agreement.

I understand and agree to the terms of this Exhibit B to the Employment Agreement, that I have signed this Exhibit B voluntarily and have had the opportunity to confer with legal counsel of my choice before signing it.

/s/ NICK KHAN

Nick Khan

Date: March 30, 2022

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## EXHIBIT C

### NON-DISCLOSURE, NON-COMPETITION and NON-SOLICITATION AGREEMENT (“Agreement”)

In further consideration of World Wrestling Entertainment, Inc.’s (“WWE” or the “Company”) employment and continuing employment of Nick Khan (“Employee”), and for other good and valuable consideration, receipt of which is hereby acknowledged by the Employee, Employee further acknowledges and agrees as follows:

**Access to Confidential Information:** Employee understands and acknowledges that, in his position of President and Chief Revenue Officer of WWE, and/or in any future position, the Company will furnish, disclose, or make available to him Confidential Information (as defined below) related to the business of the Company, which includes unique and specialized information. Employee further acknowledges that such Confidential Information has been developed and will continue to be developed by the Company through the expenditure by the Company of substantial time, effort and money and that all such Confidential Information could be used by Employee to compete with the Company. Employee also acknowledges that if he becomes employed or affiliated with any competitor of WWE and acts or intends to act in violation of his obligations in this Agreement, there shall be a rebuttable presumption that it is inevitable that he would disclose the Confidential Information to such competitor and would use such Confidential Information, knowingly or unknowingly, on behalf of such competitor. Further, while Employee is employed by the Company, he will be introduced to individuals and entities with important relationships to the Company. Employee acknowledges that any and all “goodwill” created through such introductions belongs exclusively to WWE, including, without limitation, any goodwill created as a result of direct or indirect contacts or relationships between Employee and any contractors, vendors, suppliers or any other business relationships of WWE.

**Definition of Confidential Information:** For purposes of this Agreement, “Confidential Information” includes, without limitation, WWE’s client/vendor/talent lists, its trade secrets, story lines, plot plans, scripts, any confidential, private, personal or privileged information about (or provided by) any of WWE’s officers, directors, employees, contractors, principals, agents, representatives, or assigns (“WWE Parties”), WWE talent or independent contractors, WWE clients or prospective or former clients, information concerning any of WWE’s or the WWE Parties’ business or financial affairs, including its/their books and records, commitments, procedures, plans and prospects, products developed by WWE or current or prospective transactions or business of WWE, marketing plans or strategies, and any “inside information”.

**Non-Disclosure of Confidential Information:** Employee acknowledges and agrees that he shall not, during his employment (except with pre-authorized Company executives on a strict “need to know basis”), or at any time after his termination from employment, whether voluntary or involuntary, directly or indirectly, disclose, divulge, or discuss with any individual, entity, company, association, or any other third party, the Confidential Information, or make use of Confidential Information in any manner inconsistent with the best interests of the Company while employed, or in any manner whatsoever after the termination of his employment. Notwithstanding the provisions of this section, Employee may disclose Confidential Information: (a) as compelled by law, judicial process, or any governmental agency of competent jurisdiction, in which event

Employee shall provide the Company within one (1) business day a copy of such request and shall not, unless prohibited by law, disclose or provide any Confidential Information prior to providing such notice to the Company, and shall thereafter cooperate with the Company in complying therewith; (b) where the information is publicly available, unless it has become publicly available by Employee in breach of this Agreement; and (c) where necessary in the ordinary course of business internally within the Company or otherwise as authorized by the Company in advance of such disclosure.

**Return of Confidential Information:** Employee shall not retain copies of any Confidential Information or documents containing Confidential Information without consent of the Company at any time. Further, upon termination of his employment, whether voluntary or involuntary, Employee shall return all Confidential Information including, without limitation, products, materials, memoranda, notes, records, reports, or other documents or photocopies of the same. Nothing herein contained shall prevent Employee from retaining copies of documents reflecting his personal data, including copies of this Agreement, his employment agreement to which this Agreement is attached (“Employment Agreement”), or other agreements between him and the Company, his compensation, and/or benefits conferred during his employment.

**Non-Competition/Non-Solicitation:** Employee recognizes and acknowledges the competitive and proprietary aspects of the business of the Company, as well as the significant expenditure of time and money in creating, developing and marketing its intellectual property and/or products. Employee further recognizes and acknowledges the significant expenditure of time and money in developing and securing the Company’s business relationships and good will in the markets in which the Company participates.

Employee therefore agrees that, during his employment and for twenty-four (24) months following the termination of his employment, whether voluntary or involuntary, he shall not, for any reason whatsoever in the absence of the Company’s prior written consent:

- (A) Whether individually, as a director, manager, member, stockholder, partner, owner, employee, consultant or agent of any business, or in any other capacity, other than on behalf of the Company or a subsidiary, organize, establish, own, operate, manage, control, engage in, participate in, invest in, permit his name to be used by, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or business organization), or otherwise assist any person or entity that engages in or owns, invests in, operates, manages or controls any venture or enterprise which engages or proposes to engage in any business conducted by the Company. For purposes of this Agreement, “business conducted by the Company” shall be defined as an organization, entity, or individual engaged in the entertainment industry, whether related to professional wrestling, sports entertainment or otherwise;
- (B) Either individually or on behalf of or through any third party, directly or indirectly, solicit, divert or appropriate or attempt to solicit, divert or appropriate, any business or relationships, or prospective business or prospective relationships of the Company, for the purpose of competing in any business which is competitive with the business conducted by the Company as defined above. “Prospective business”

or a “prospective relationship” shall mean a person, firm or entity for which the Company has developed, or to whom/which the Company has made, any presentation or “pitch” (or similar offering of services) during the twelve (12) months prior to Employee’s effective termination date (and Employee shall be obligated to request from the Company the list of such prospective customers upon his termination for any reason); or

- (C) Either individually or on behalf of or through any third party, directly or indirectly, (i) solicit, entice or persuade or attempt to solicit, entice or persuade any employees or contractors (including WWE talent) of or consultants to the Company to leave the employ or service of the Company for any reason; or (ii) employ, cause to be employed, or solicit the employment of, any employee or contractor (including WWE talent) of or consultant to the Company while any such person is employed by or providing services to the Company; and/or
- (D) Either individually or on behalf of or through any third party, directly or indirectly, interfere with, or attempt to interfere with, the relations between the Company and any vendor or supplier to the Company. Nothing set forth in this subsection (D) is intended to nor shall it prevent or prohibit Employee or his future employer from doing business with any vendor or supplier to the Company, on the condition that such activity does not violate any other term of this Agreement or the Employment Agreement.

**Reasonableness of Restrictions:** Employee further recognizes and acknowledges that: (a) the prohibitions of this Agreement are sufficiently narrow and reasonable in relation to the skills which represent his principal saleable asset both to the Company and to prospective employers; and; (b) the time period of the provisions of this Agreement is reasonable, legitimate and fair to Employee in light of the Company’s need to protect its business and good will, to market its services and intellectual property in the applicable markets, and in order to have a sufficient customer base to make the Company’s business profitable, and taking into account the limited restrictions herein compared to the types of employment for which Employee is qualified to earn a livelihood.

**Survival of Acknowledgements and Agreements:** Employee understands and agrees that the acknowledgements and agreements set forth in this Agreement will survive the termination of his employment with the Company for any reason or for no reason, whether voluntary or involuntary.

**Disclosure to Future Employers:** Employee agrees that he will provide, and the Company, in its discretion, may similarly provide, a copy of this Agreement to any business or enterprise which Employee may, directly or indirectly, own, manage, operate, finance, join, control or in which Employee may participate in the ownership, management, operation, financing, or control, or with which Employee may be connected as an officer, director, employee, partner, principal, agent, representative, contractor, consultant or otherwise.

**Miscellaneous Representations by Employee:** Employee hereby represents and warrants to the Company that he understands this Agreement, that he has entered into this Agreement voluntarily and that his employment with the Company and the terms of this Agreement will not conflict with any legal duty owed by him to any other party, or with any agreement to which he is a party or by

which he is bound, including, without limitation, any non-disclosure, non-competition or non-solicitation provision contained in any such agreement. Employee hereby indemnifies and holds harmless the Company and its officers, directors, security holders, partners, members, employees, contractors, agents and representatives against loss, damage, liability or expense arising from any claim based upon circumstances alleged to be inconsistent with such representation and warranty.

**Assignment:** The Company may assign its rights and obligations hereunder to any person or entity that succeeds to all or substantially all of the Company's business or that aspect of the Company's business in which Employee is principally involved or to any Company affiliate, on the condition that such successor or purchaser assumes any and all of Company's obligations hereunder. Employee may not assign any of his rights and/or obligations under this Agreement without the prior written consent of the Company and any such attempted assignment by him without the prior written consent of the Company will be void.

**Benefit:** All statements, representations, warranties, covenants and agreements in this Agreement will be binding on the parties hereto and will inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Agreement will be construed to create any rights or obligations except between the Company and Employee, except for Employee's obligations to the Company as set forth herein and in the Employment Agreement, and no person or entity can be regarded as a third-party beneficiary of this Agreement.

**Governing Law:** This Agreement and the rights and obligations of the parties hereunder will be construed in accordance with and governed by the laws of the State of Connecticut, without giving effect to the conflict of law principles thereof.

**Severability:** The parties intend this Agreement to be enforced as written. However: (a) if any portion or provision of this Agreement is to any extent declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, will not be affected thereby, and each portion and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (b) if any provision, or part thereof, is held to be unenforceable because of the duration of such provision, or the scope, or other aspect of such provision, the court making such determination will have the power to reduce the duration, scope, or other aspect of such provision, and/or to delete specific words and phrases ("blue-penciling"), and in its reduced or blue-penciled form, such provision will then be enforceable and will be enforced.

**Injunctive Relief:** Employee hereby expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions set forth in this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, in addition to any other remedy or damages that may be available to the Company pursuant to applicable law and/or in the Employment Agreement, the Company will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of this Agreement, as well as for reimbursement for its costs and reasonable attorney's fees incurred. The period during which the covenants contained in this Agreement will apply will be extended by any periods during which Employee has been found by a court to have been in violation of such covenants.

**Amendment:** The provisions of this Agreement may be amended and waived only with the prior written consent of Employee and a duly authorized representative of the Company.

**No Waiver of Rights, Powers and Remedies:** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving such notice or demand to any other or further action in any circumstances without such notice or demand.

**Employment at Will:** Nothing contained in this Agreement shall, or be construed to, alter Employee's status as an employee at will with the Company as set forth in the accompanying Employment Agreement. Nothing further herein contained shall be construed as inconsistent with any other terms of such Employment Agreement; however, in the event it is determined that there is any such inconsistency with other terms of the Employment Agreement, the terms of this Agreement shall prevail with respect to that provision.

**[REST OF PAGE INTENTIONALLY LEFT BLANK]**

**Opportunity to Review:** Employee hereby acknowledges that he has had adequate opportunity to review these terms and conditions and to reflect upon and consider the terms and conditions of this Agreement, and that he has had the opportunity to consult with counsel of his own choosing regarding such terms. Employee further acknowledges that he fully understands the terms of and has voluntarily executed this Agreement.

**ACCEPTED AND APPROVED:**

NICK KHAN (EMPLOYEE)

/s/ NICK KHAN

Date: March 30, 2022

WORLD WRESTLING ENTERTAINMENT, INC.

Nick Khan  
Via E-Mail

October 19, 2022

**Re: Amendment to Amended and Restated Performance Stock Sign-On Award and Non-Competition Agreement**

Dear Nick:

This letter amends your Amended and Restated Performance Stock Sign-On Award and Non-Competition Agreement, dated March 9, 2022 (the "PSU Award"), effective as of the date hereof, as follows:

1. The text of Section 1(c) of the PSU Award is hereby deleted in its entirety and replaced with the following:

“Change in Control’ shall have the meaning ascribed to that term in that certain Amended and Restated Employment Agreement, dated as of October 19, 2022, by and between the Company and Executive (as may be amended or restated from time to time, the "Employment Agreement").”

2. The text of Section 1(q) of the PSU Award is hereby deleted in its entirety and replaced with the following:

“Tranche 1 PSUs’ shall mean those PSUs granted on August 5, 2020, the terms of which are set forth on Exhibit A hereof.”

3. The text of Section 3(c) of the PSU Award is hereby deleted in its entirety and replaced with the following:

Change in Control. Upon a termination of Executive’s employment by the Company without Cause or a resignation by Executive for Good Reason (as defined in the Employment Agreement), in either case, on the date of or within twenty-four (24) months following the date of, a Change in Control (each such termination of employment, a "Qualifying Termination"), each PSU, Dividend Unit and other remaining accruals in the Executive Account, in each case that has not previously vested, shall immediately vest; provided that (x) any payout in respect of performance criteria that have not yet been attained as of the date of the Qualifying Termination for any incomplete Award Period shall be determined based on 100% of target-level achievement



and (y) any payout in respect of performance criteria that have been attained as of the date of the Qualifying Termination for any incomplete Award Period shall be determined based on actual performance as of the date of such Qualifying Termination in accordance with the terms and conditions of this Agreement (including Exhibits A and B attached hereto). Notwithstanding the foregoing, any accelerated vesting pursuant to this Section 3(c) shall be expressly conditioned on Executive's execution of a standard separation agreement which shall contain, among other provisions, a full release and waiver of claims or potential claims against the Company as therein defined, a confidentiality and non-disparagement provision, and re-affirmation of all other post-employment obligations by Executive, in the form provided by the Company, which must be executed and become effective by the deadline set forth therein in accordance with any applicable laws, but no later than the 60<sup>th</sup> day following the date of the Qualifying Termination, whichever is less."

4. The first sentence of Section 5 of the PSU Award is amended by deleting the word "Upon" and replacing it with the words "Except as otherwise provided herein, upon".
5. The term "performance period" in the PSU Award will be deleted in each instance and replaced with the term "Award Period".
6. The term "Compensation Committee" in the PSU Award will be deleted in each instance and replaced with the term "Compensation and Human Capital Committee".

Except as specifically modified by this letter, this letter shall not constitute a waiver, amendment or modification of any term or condition of your PSU Award and the provisions of the PSU Award shall remain in full force and effect. On and after the date hereof, each reference in the PSU Award to "this Agreement," "herein," "hereof," "hereunder," or words of similar import shall mean and be a reference to the PSU Award as amended by this letter. To the extent that a provision of this letter conflicts with or differs from a provision of the PSU Award or any amendment thereto, such provision as set forth in this letter shall prevail and govern for all purposes and in all respects. Capitalized terms not otherwise defined in this letter have the meanings given to such terms in the 2016 Omnibus Incentive Plan or the PSU Award, as applicable.

This letter shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to the conflict of laws principles hereof. This letter may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Please indicate your acceptance of the amendment to your PSU Award as set forth herein by signing and returning a copy of this letter, to James Langham at [James.Langham@wwecorp.com](mailto:James.Langham@wwecorp.com).

Very truly yours,

WORLD WRESTLING ENTERTAINMENT, INC.

By: /s/ STEPHANIE MCMAHON

Stephanie McMahon  
Chairwoman & Co-CEO

and

By: /s/ MAN JIT SINGH

Man Jit Singh  
Chair of Compensation and Human Capital  
Committee

Agreed to and Accepted by:

/s/ NICK KHAN

Nick Khan

*[Signature Page to Khan Amendment]*

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**Certification required by Securities and Exchange Act of 1934 Rule 13a-14 as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002**

I, Stephanie McMahon, certify that:

1. I have reviewed this quarterly report on Form 10-Q of World Wrestling Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 2, 2022

By: /s/ STEPHANIE MCMAHON

Stephanie McMahon  
*Chairwoman of the Board and  
co-Chief Executive Officer*

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**Certification required by Securities and Exchange Act of 1934 Rule 13a-14 as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002**

I, Nick Khan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of World Wrestling Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 2, 2022

By: /s/ NICK KHAN

Nick Khan

*co-Chief Executive Officer*

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**Certification required by Securities and Exchange Act of 1934 Rule 13a-14 as adopted pursuant to Section 302 of Sarbanes-Oxley Act of 2002**

I, Frank A. Riddick III, certify that:

1. I have reviewed this quarterly report on Form 10-Q of World Wrestling Entertainment, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 2, 2022

By: /s/ FRANK A. RIDDICK III

Frank A. Riddick III

*President and Chief Financial Officer*

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**Certification of Chairwoman and Co-CEO, Co-CEO and CFO Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the quarterly report on Form 10-Q of World Wrestling Entertainment, Inc. (the "Company") for the quarter ended September 30, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Stephanie McMahon as Chairwoman of the Board and Co-Chief Executive Officer of the Company, Nick Khan as Co-Chief Executive Officer of the Company and Frank A. Riddick III as President and Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of his or her knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 as amended; and
- (2) The information contained in the report fairly presents, in all material aspects, the financial condition and results of operations of the Company.

Dated: November 2, 2022

By: /s/ STEPHANIE MCMAHON

Stephanie McMahon

*Chairwoman of the Board and  
co-Chief Executive Officer*

By: /s/ NICK KHAN

Nick Khan

*co-Chief Executive Officer*

By: /s/ FRANK A. RIDDICK III

Frank A. Riddick III

*President and Chief Financial Officer*

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