



A Time Warner Company

A DIVISION OF TURNER SPORTS
ONE CNN CENTER, Box 105366, Atlanta, GA 30348-5366
(404) 603-3123

May 29, 1998



Mr. Terry Bollea
130 Willadel Drive
Belleair, FL 34616

Re: LETTER OF AGREEMENT

Dear Terry:

This letter will confirm the principal terms and conditions of the parties, World Championship Wrestling, Inc. ("WCW") and Terry Bollea p/k/a "Hulk Hogan" ("Bollea") to enter into an agreement to renew and extend the October 15, 1996 Letter of Agreement between the parties.

1. TERM: Unless otherwise extended or terminated pursuant to the terms and conditions herein, the term of this Agreement shall begin on May 29, 1998 and shall continue for a period of four (4) years through May 28, 2002 (the "Term").

2. BONUS: In consideration of Bollea's performance hereunder, WCW shall pay to Bollea a bonus in the amount of Two Million Dollars (\$2,000,000) to be paid within fourteen (14) days after Bollea's execution and delivery of this Letter of Agreement (the "Agreement") to WCW.

3. PAY PER VIEW EVENTS

A. Bollea will promote, appear, wrestle and perform at six (6) pay per view ("PPV") events (the "Events") per year during Years One (1) through Three (3) of this Agreement. Bollea will be the featured wrestler at each of the Events.

B. In consideration for Bollea's participation in the Events, WCW shall compensate Bollea the greater of Fifteen percent (15%) of One Hundred percent (100%) of domestic PPV cable sales received by WCW for each Event or a Six Hundred Seventy-Five Thousand Dollars (\$675,000) guarantee payment (the PPV Guarantee Payment) per Event.

C. WCW shall pay Bollea One Million Three Hundred and Fifty Thousand Dollars (\$1,350,000) on July 1, November 1 and February 1 of Years One (1) through Three (3) of this Agreement as an advance of the PPV Guarantee Payment.

D. In addition to the above PPV Guarantee Payment, WCW shall pay Bollea for each PPV Event in which he so participates, pursuant to the following "Incentive Compensation" schedule:

WCW 015754
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Buy Rate of	1.5 to 1.79:	\$ 250,000 per event
	1.8 to 1.99:	375,000 per event
	2.0 to 2.49:	500,000 per event
	2.5 to 2.99:	850,000 per event
	3.0 to 3.49:	1,250,000 per event
	3.5 +	1,750,000 per event

E. Incentive Compensation payments and adjustments to the PPV Guarantee Payment based on PPV domestic cable sales shall be calculated at sixty (60) days after the PPV event and monthly thereafter. Incentive Compensation and adjustment payments due, if any, shall be made within ten (10) days of the calculation dates.

4. WCW NITRO AND THUNDER APPEARANCES

During Years One (1) through Three (3) of this Agreement, Bollea shall promote, appear, wrestle and perform as requested by WCW at WCW *Nitro* and WCW *Thunder* events. In consideration for Bollea's participation in any such events, WCW shall pay Bollea twenty-five percent (25%) of the gross (after tax) arena ticket revenues for each WCW *Nitro* and/or WCW *Thunder* in which he appears and wrestles, however, in no event will Bollea's compensation be less than Twenty-Five Thousand Dollars (\$25,000) per event. Such amounts will be paid to Bollea on the next regularly scheduled WCW talent pay date for the period within which the *Nitro* or *Thunder* occurs.

5. "TELEVISION TAPING" PARTICIPATION

During Years One (1) through Three (3) of this Agreement, Bollea will appear and perform at sixteen (16) mutually agreed upon WCW "Television Taping" during each calendar year of the Term. Bollea's appearance and/or participation at such tapings shall be at no additional cost to WCW.

6. NON-TELEVISED HOUSE SHOWS

During Years One (1) through Three (3) of this Agreement, Bollea will appear and perform at a reasonable number of non-televised house shows as reasonably requested by WCW. In consideration for Bollea's participation in any non-televised house shows, WCW shall compensate Bollea twenty-five percent (25%) of the gross (after tax) arena ticket revenues for each non-televised house show in which Bollea appears and performs. Payment to Bollea for any non-televised house shows shall be paid within thirty (30) days from the date of the house show. Such amounts will be paid to Bollea on the next regularly scheduled WCW talent pay date for the period within which the non-televised house show occurs.

7. INTERNATIONAL ARENA DATES

During the Term of this Agreement, WCW and Bollea shall have a "mutual option" for Bollea to promote, appear, wrestle and perform in mutually agreeable International arena events. For

purposes of this section, a "mutual option" shall mean that either party may propose terms for Bollea's participation in such events and the other party may accept or reject such proposal. In the event the parties reach agreement on Bollea's participation therein, such agreement shall be reflected in a separate writing signed by the parties.

8. YEAR 4 COMPENSATION

WCW shall compensate Bollea a One Hundred Thousand Dollars (\$100,000) consultant fee for Year Four (4) of this Agreement. In the event that Bollea provides any wrestling services in Year Four (4), Bollea shall be entitled to compensation on a per event basis according to the pay structure set forth in sections 3,4,5,6 and 7.

9. MERCHANDISING/LICENSING ACTIVITIES

A. Except for those specific Titan merchandising items that Bollea's counsel has previously disclosed in writing and as otherwise provided herein, Bollea grants WCW the exclusive (including to the exclusion of Bollea) worldwide merchandising and licensing rights to Bollea's name, image, likeness, voice, characters and any and all of Bollea's other distinctive and identifying indicia as used by or associated with Bollea only in the business of professional wrestling ("Bollea's Intellectual Property"):

1. For use in connection with wrestling related merchandise sold via company owned retail stores, catalog, telemarketing, Compuserve/Internet and related sources (on a non-exclusive basis) and at arenas or related events;
2. For use in connection with the continuation of those products or services set out in the specific license agreements previously entered into by WCW (as noted in the attached list);
3. For use in connection with those wrestling related products or services set out in any license agreements entered into by WCW during the Term of the second Renewal Agreement. WCW will not enter into license agreements for products or services which may be covered by any license agreement entered into by Bollea (provided WCW has prior written notice of such from Bollea).
- ~~4. For use in connection with WCW's exploitation in the area of motorsports, which~~ currently includes NASCAR racing and Monster Trucks;
5. For use in connection with WCW's exploitation of 900#/call-in telephone lines (as provided in paragraph 9F below).

B. To the extent WCW enters into any license agreement as provided herein, WCW shall furnish to Bollea all such merchandising and licensing materials and items for Bollea's approval (not to be unreasonably withheld or delayed) with respect to the creative portrayal of Bollea's Intellectual Property on such materials and items. WCW warrants that it shall not enter into merchandising or licensing projects utilizing the Intellectual Property which might denigrate or

adversely affect Bollea. WCW acknowledges that Bollea retains the right to exploit his name, image, likeness, voice and character (specifically excluding any WCW trademarks or service marks including but not limited to WCW and NWO) in connection with non-wrestling related merchandising and licensing including, but not limited to, pasta, pasta restaurants, sandwiches, sun tan oil, health drink mixers, vitamins and merchandise related to Bollea's movies, television movies and non-wrestling television appearances.

C. Bollea shall receive a royalty of fifty percent (50%) of the Net Receipts (as defined herein) received by WCW on all merchandise sold directly by WCW to any consumer incorporating "Hulk Hogan," "Hollywood Hogan" or Bollea's name, likeness or character. Net Receipts shall be defined as gross receipts less actually incurred out of pocket expenses associated with the manufacture and sale of such merchandise. In the event Bollea's name, likeness or character are used herein in conjunction with other names, likenesses or characters, Bollea shall receive fifty percent (50%) of the pro rata portion of the Net Receipts received by WCW.

D. Bollea shall receive a royalty of fifty percent (50%) of the Actual License Fees (as herein defined) received by WCW on the licensing of "Hulk Hogan" or Bollea's name, likeness or character. Actual License Fees shall be defined as license fees actually received after distributor fees and direct expenses actually incurred and not to exceed fifty percent. In the event Bollea's name, likeness or character are used herein in conjunction with other names, likenesses or characters, Bollea shall receive fifty percent (50%) of the pro rata portion of the Actual License Fees received by WCW.

E. During the period in which Bollea is a member of the New World Order ("NWO"), Bollea will receive a promotional fee for promoting the NWO (wearing the name while wrestling, on-air, in photo shoots, etc.) of Twenty Thousand Dollars (\$20,000) per month. The foregoing notwithstanding, in no event will Bollea's annual promotional fee as herein provided be less than twenty-five percent (25%) of WCW's Net Receipts and Actual License Fees (as provided in C and D above) for generic non-talent specific NWO merchandise. Any adjustments to the promotional fee as herein provided, shall be calculated on a quarterly basis (i.e., March 31, June 30, September 30 and December 31) to be paid within twenty (20) days from the end of each such quarter.

F. Should WCW create a 900#/call-in hotline featuring "Hulk Hogan" or "Hollywood Hogan" and should Bollea be available to provide recordings for said 900#, Bollea shall receive one hundred percent (100%) of WCW's Net Revenues (as herein defined) from Bollea's feature(s) on such Hotline. "Net Revenues" are defined as actual revenues received and retained by WCW and generated by domestic 900# hotline sales.

G. Any payments due to Bollea pursuant to sections 9C, 9D and 9F, shall be calculated on a quarterly basis and paid within twenty (20) days after the end of each quarter. Any payments due under this subparagraph shall be accompanied by a royalty statement.

H. Bollea shall not be entitled to any share of any revenues derived by WCW from the sale or other exploitation of the Intellectual Property in connection with (i) any wrestling magazine published and distributed by WCW (or its licensees), or (ii) the sale or licensing in any medium, market or form of videocassettes of any wrestling matches or other events sponsored by WCW.

10. CONDITIONS PRECEDENT

In addition to the other conditions contained herein, the parties' obligations to enter into this Agreement shall be specifically contingent upon:

A. WCW's receipt of an agreement from Marvel, satisfactory to WCW, extending through the term of this Agreement and authorizing Bollea to promote, appear, wrestle and otherwise perform his obligations hereunder (including merchandising and licensing) utilizing the name "Hulk Hogan" (and to allow WCW to do the same). WCW shall use its best efforts to negotiate such an agreement with Marvel, however, WCW shall have no authority to commit or bind Bollea without Bollea's written consent. In the event an agreement with Marvel satisfactory to WCW is concluded: (i) such agreement shall be incorporated in this Agreement by reference, and (ii) Bollea shall represent and warrant in this Agreement that no third party has any ownership interest in any name or trademark which would preclude or restrict the use of "Hulk Hogan" as contemplated hereunder, except for previously disclosed Titan merchandising items.

B. Bollea's submission to a drug test pursuant to WCW's Substance Abuse Policy, which Bollea agrees he has received and reviewed, and a finding based on such test indicating that Bollea is not currently using any illegal drugs, steroids or other substances prohibited by WCW.

11. ADDITIONAL TERMS AND CONDITIONS

A. Bollea shall represent and warrant, inter alia, that he has the full right, authority and ability to promote, appear, wrestle and perform, and to otherwise perform his obligations, all as contemplated herein, and that the execution, delivery and performance of this Agreement has been consented to and authorized by all individuals or entities required to consent to and authorize the same, will not contravene any law, regulation judgment or decree applicable to Bollea, and will not cause or result in a breach of or default under any other agreement, contract or understanding to which Bollea is a party, or require any payment by WCW under such, including without limitation that certain letter agreement between Bollea, Titan Sports and Marvel dated March 25, 1985 (the "Marvel Agreement"), the Merchandising Agreement between Bollea and Titan Sports dated January 1, 1985 and the letter agreement between Bollea and Titan Sports dated November 20, 1992 (collectively the "Titan Agreements"). Such representations and warranties shall be supported by indemnification by Bollea acceptable to WCW.

B. WCW shall have the right of first negotiation (to last no longer than fourteen (14) days following the end of the Term) for Bollea's wrestling and wrestling related services for the twelve (12) month period following the termination of this Agreement.

C. When required to travel for WCW as contemplated hereunder, Bollea will receive first-class air travel, first-class suite hotel accommodations, limousine transportation and One Hundred Seventy-Five Dollars (\$175.00) per diem.

D. Except as specifically provided in this paragraph, during the Term, Bollea shall not, directly or indirectly, be employed by, perform services for, grant similar rights and/or licenses to, or

engage or be connected in any manner with any other individual, entity or business of the wrestling type engaged in or conducted by WCW, without advance written approval of the President of WCW. WCW acknowledges that Bollea has an existing motion picture and television career and, to the extent reasonably possible, Bollea shall have consultation rights with respect to the timing of WCW wrestling activities involving Bollea hereunder.

E. Bollea shall have approval over the outcome of all wrestling matches in which he appears, wrestles and performs, such approval not to be unreasonably withheld.

F. The parties shall use their respective best efforts to keep the terms and conditions of this Agreement strictly confidential.

G. This Letter of Agreement shall be governed and construed pursuant to the laws of the State of Georgia applicable to contracts made and to be wholly performed within Georgia.

The terms and conditions referenced above shall be binding upon the parties until a full Independent Contractor Agreement and Merchandising Agreement and all other necessary documents are executed and delivered. This letter supercedes all previous correspondence and agreements regarding the subject matter herein including but not limited to the letter of agreement between Bollea and WCW dated October 15, 1996.

If the foregoing accurately sets forth your understanding of our respective present intentions, please so indicate by signing and returning a copy of this letter to us.

Sincerely,

WORLD CHAMPIONSHIP WRESTLING, INC.

By


Dr. Harvey Schiller
President, Turner Sports

AGREED TO AND ACCEPTED this 2nd day of June 1998.

TERRY BOLLEA p/k/a "Hulk Hogan"


Terry Bollea

WCW 015759
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A Time Warner Company

A DIVISION OF TURNER SPORTS
ONE CNN CENTER, Box 105366, Atlanta, GA 30348-5366
(404) 603-3123

FACSIMILE MAIL

June 30, 1998

Mr. Terry Bollea
130 Willadel Drive
Belleair, FL 34616

Henry Holmes, Esquire
Weissman & Wolff
9665 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212

Re: ~~Attachment to Letter of Agreement~~

Dear Terry and Henry:

Pursuant to section 9A(2) of your Letter of Agreement, attached is a copy of the categories within which WCW is presently licensing the WCW and wrestler trademarks.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'Diana L. Myers', with a long horizontal line extending from the end of the signature.

Diana L. Myers
Legal Affairs

Enclosure

WCW 015760
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WCW LICENSED PRODUCTS

Calling Cards	Wrestling rings
Photo Plaques	Inflatables
Collector Plates	Kites
Sculptures	3-D Keychains
Clocks	Backpacks
Wall Art	Rainwear
Action Figures	Rolling Luggage
Video Games	Belts
Pennants	Suspenders
Bumper Stickers	T-shirts
Signs	Ski Caps
Key Rings	Baseball hats
Collector Pins	Bandannas
Buttons	Trading cards
Decals	Talking Trading Cards
Seat Cushions	Sweatshirts
Magnets	Knit Shirts
1:444, 1:64, 1:24 Die Cast	Patches
LCD Games	Tank Tops
Temporary Tattoos	Muscle Shirts
Flags	Henley Shirts
Glass Mugs	Long Sleeve Shirts
Playsets	Beach Towels

WCW LICENSED PRODUCTS

Bath Towels	Watches
Bath Mats	Halloween Costumes
Shower Curtains	Valentines
Mug-T (T-Shirt in a Mug)	Bowling League (bowling balls, shirts, hats)
Gumball machines	Theme Restaurant
Gumball Toppers	Credit Cards
Box Calendars	Wrestle Buddies
Calendars	Posters
Boxer Shorts	Toy Vehicles
Work-out wear	Convenient Stores
Polo Shirts	Bendables
Rag Tops	
Footwear	
Balloons	
Cookie Jars	
Commemorative Stamps	
Hot Sauces	
Thumb Puppets	
Painted Balls	
Pop-up cards	
Books	
Kaleidoscopes	
Lenticular products	