

CTH

WWE DEAL MEMO

Dated as of: 1 November 2013

Licensee: CTH Content Company Limited
 Contact Name: Ms Piangpen "Penny" Toommanon
 Address: 96/1 Chalermprakiat Ror 9 Road, Nong Bon, Prawet, Bangkok 10250, Thailand
 Phone: +66 (2) 328 3499
 Facsimile:
 Email: piangpen@cth.co.th
 Mobile:
 Contract Type: New
 Rights: Exclusive Pay, IPTV & digital (provided that WWE reserves Clip Rights for all digital platforms. For the purposes of this Deal Memo, Clip Rights are clips of not more than three (3) minutes in duration of any single Program and no more than thirty (30) minutes in aggregate per week and which shall be used by WWE for promotional or news purposes only).

Distribution System: Pay TV; Licensee may sublicense one or more Programs to a free to air channel in the Territory for the purpose of broadening the WWE audience and promoting WWE on the Licensee's pay television platform.

Channel: Designated CTH Sports Channel(s) called CTH Arena and available on the basic tier

License Period: 1 Jan 2014 – 31 Dec 2018

Launch Date: 1 Jan 2014

Territory: Thailand

Programs:

3 hr RAW	260 eps	
SmackDown	260 eps	
Main Event	260 eps	
Superstars	260 eps	
NXT	260 eps	
AfterBurn	260 eps	
BottomLine	260 eps	
WWE Experience	260 eps	
Vintage Collection	260 eps	
This Week in WWE	260 eps	
PPV	60 eps (estimated)	

	<u>Sequential Programs</u>	<u>Total</u>	<u>Price Per Episode</u>
License Fee:	<u>Year 1 - 2014</u>		
	3 hr RAW	\$700,000	\$13,461.54
	SmackDown	\$560,000	\$10,769.23
	Main Event	\$280,000	\$5,384.62
	Superstars	\$280,000	\$5,384.62
	NXT	\$84,000	\$1,615.38
	BottomLine	\$140,000	\$2,692.31
	AfterBurn	\$280,000	\$5,384.62
	Vintage Collection	56,000	\$1,076.92
	WWE Experience	\$140,000	\$2,692.31
	This Week in WWE	\$140,000	\$2,692.31
	PPV	<u>\$140,000</u>	<u>\$11,666.67</u>
		\$2,800,000	Sub - Total

<u>Year 2 - 2015</u>		
3 hr RAW	\$910,000	\$17,500
SmackDown	\$728,000	\$14,000
Main Event	\$364,000	\$7,000
Superstars	\$364,000	\$7,000
NXT	\$109,200	\$2,100
BottomLine	\$182,000	\$3,500
AfterBurn	\$364,000	\$7,000
Vintage Collection	\$72,800	\$1,400
WWE Experience	\$182,000	\$3,500
This Week in WWE	\$182,000	\$3,500
PPV	<u>\$182,000</u>	<u>\$15,166.67</u>
	\$3,640,000	Sub - Total

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Year 3 - 2016

3 hr RAW	\$1,137,500	\$21,875
SmackDown	\$910,000	\$17,500
Main Event	\$455,000	\$8,750
Superstars	\$455,000	\$8,750
NXT	\$136,500	\$2,625
BottomLine	\$227,500	\$4,375
AfterBurn	\$455,000	\$8,750
Vintage Collection	\$91,000	\$1,750
WWE Experience	\$227,500	\$4,375
This Week in WWE	\$227,500	\$4,375
PPV	\$227,500	\$18,958.33
	<u>\$4,550,000</u>	<u>Sub - Total</u>

Year 4 - 2017

3 hr RAW	\$1,421,875	\$27,343.75
SmackDown	\$1,137,500	\$21,875
Main Event	\$568,750	\$10,937.50
Superstars	\$568,750	\$10,937.50
NXT	\$170,625	\$3,281.25
BottomLine	\$284,375	\$5,468.75
AfterBurn	\$568,750	\$10,937.50
Vintage Collection	\$113,750	\$2,187.50
WWE Experience	\$284,375	\$5,468.75
This Week In WWE	\$284,375	\$5,468.75
PPV	\$284,375	\$23,697.92
	<u>\$5,687,500</u>	<u>Sub - Total</u>

Year 5 - 2018

3 hr RAW	\$1,706,250	\$32,812.50
SmackDown	\$1,365,000	\$26,250
Main Event	\$682,500	\$13,125
Superstars	\$682,500	\$13,125
NXT	\$204,750	\$3,937.50
BottomLine	\$341,250	\$6,562.50
AfterBurn	\$682,500	\$13,125
Vintage Collection	\$136,500	\$2,625
WWE Experience	\$341,250	\$6,562.50
This Week in WWE	\$341,250	\$6,562.50
PPV	\$341,250	\$28,437.50
	<u>\$6,825,000</u>	<u>Sub - Total</u>

\$23,502,500 Total

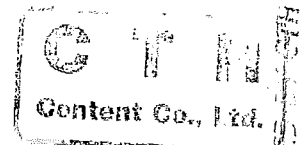
Payment Terms:

Year 1 - 2014

\$560,000	1 Jan 2014
\$560,000	1 March 2014
\$560,000	1 June 2014
\$560,000	1 August 2014
\$560,000	1 Oct 2014
<u>\$2,800,000</u>	<u>Sub-Total</u>

Year 2 - 2015

\$728,000	1 Jan 2015
\$728,000	1 March 2015
\$728,000	1 June 2015
\$728,000	1 August 2015
\$728,000	1 Oct 2015
<u>\$3,640,000</u>	<u>Sub-Total</u>



Signature

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Year 3 - 2016	
\$910,000	1 Jan 2016
\$910,000	1 March 2016
\$910,000	1 June 2016
\$910,000	1 August 2016
<u>\$910,000</u>	<u>1 Oct 2016</u>
\$4,550,000	Sub-Total

Year 4 - 2017	
\$1,137,500	1 Jan 2017
\$1,137,500	1 March 2017
\$1,137,500	1 June 2017
\$1,137,500	1 August 2017
<u>\$1,137,500</u>	<u>1 Oct 2017</u>
\$5,687,500	Sub-Total

Year 5 - 2018	
\$1,365,000	1 Jan 2018
\$1,365,000	1 March 2018
\$1,365,000	1 June 2018
\$1,365,000	1 August 2018
<u>\$1,365,000</u>	<u>1 Oct 2018</u>
\$6,825,000	Sub-Total

Total TV HHs (Territory): 21M
Total Pay TV HHs (Territory): 2.5 million
TV HHs Reach (Affiliate): (% Penetration)
Broadcast Language: English/Thai
Program Delay: TBC
Number of Runs: 2 (1 original, 1 replay)

Delivery Contact: Saetasira "Boyd" Sintuwongsanondh
Address: 96/1 Chalermpraklat Ror 9 Road, Nong Bon, Prawet, Bangkok 10250, Thailand
Phone: +66 (2) 328 3499
Facsimile:
Email: saetasira@cth.co.th

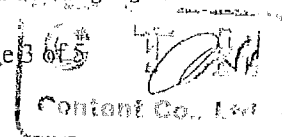
Material Format: HD, except for Vintage Collection (SD)
Delivery Method: Satellite
Delivery Charges: To be borne by licensee which shall be customary delivery charges and shall be no more than any other licensee of WWE within the same geographic territory.
Courier Information: (Enter Courier Name & Account Number) Only if via courier

Marketing Contact: Ms Kwanchanika "Queeny" Tantivejkul
Phone: +66 (2) 328 3499
Email: queeny.t@cth.co.th
Mobile:

STANDARD CLAUSES

Broadcast of Other Professional Wrestling:

Licensee on behalf of itself and the Channel and its and their parent companies, subsidiaries, affiliates, successors and assigns agree that they shall not, while this Agreement remains in effect, produce, broadcast or telecast programs, produce any products or provide any services (including, without limitation, airing any advertisements, promotions or sponsorships) using the names, talent logos, trademarks, service marks or other intellectual property associated with any professional wrestling organization other than WWE.



APPROVED BY [Signature]

Payment:

Licensee shall pay license fees for the Sequential Programs on the dates specified in the Payment Terms listed above. WWE agrees that it shall provide invoices to Licensee within 30 days of dates specified in the Payment Terms. Payment of License Fee, or any portion thereof, shall be made by Wire or Bank Transfer as follows:

Payment / Wiring Instructions:

JP Morgan Chase
270 Park Avenue, 41st Floor
New York, NY 10017
ABA # 021000021
Swift Code: CHASUS33
IBAN # 01021000021323415660
Customer Name: World Wrestling Entertainment, Inc.

Timeslot:

Licensee may broadcast the Program(s) only in the mutually agreed timeslot in the sequential, numerical episodic order determined by WWE.

Voiceover:

Where Licensee is granted the right to produce a voiceover, WWE shall provide a descriptive breakdown of the content for each episode of the Programs to assist the Licensee's production of a voiceover. Licensee shall submit a sufficient sample of its chosen voiceover artist voicing a Program as soon as is reasonably practicable following delivery of the Materials in order to enable WWE to approve the voiceover artist in writing, such approval not to be unreasonably withheld or delayed. If a voiceover is approved by WWE, Licensee shall not be obliged to seek approval for such voiceover artist if used thereafter. At any time during the License Period, WWE shall be entitled to insist the voiceover artist is replaced if, in the reasonable opinion of WWE and taking into account local market preferences and local audience tastes, the voiceover artist is in any way defamatory or derogatory of WWE or otherwise brings WWE or the Programs into disrepute (whether or not part of the actual voiceover).

No Assignment:

Without the prior written consent of WWE (which consent may be withheld in WWE's sole discretion), Licensee shall not, directly or indirectly, assign, sublicense, hypothecate, convey, pledge, encumber or otherwise transfer any of its rights under this Agreement other than to a parent, subsidiary or affiliated company of the Licensee for regulatory or taxation purposes.

Takeback:

Notwithstanding any other provision herein, on ninety (90) days prior written notice, WWE may terminate this Agreement in whole or as to any one or more Program(s) to the extent deemed by WWE to be necessary or beneficial in its creation and/or roll out of a WWE-branded network in the Territory. In case of such termination, the allocable portion of the license fees for the affected Program(s) shall be deleted for the period beginning upon such termination. Notwithstanding any other provision herein relating to exclusivity or otherwise, nothing contained herein shall preclude WWE from including any Program or Programs in any WWE-branded network and distributing such network in the Territory during the Period of Agreement, via any and all means of distribution, including without limitation any Distribution System.

Governing Law:

All disputes, claims or legal actions arising directly or indirectly out of this Agreement or relating in any way to the subject matter of this Agreement or the parties' relationship, whether sounding in contract, tort or otherwise, shall be governed by the laws of the State of Connecticut, exclusive of the Connecticut laws relating to the conflicts of laws. The United States District Court for District of Connecticut and the Judicial District Court of Stamford, Connecticut are the exclusive forums in which a party may bring any dispute, claim or legal action arising directly or indirectly out of this Agreement or in any way related to the subject matter of this Agreement. Each party knowingly waives personal service of process and venue and any defense of forum nonconveniens or similar defense.

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Long Form Agreement:

The Parties will use reasonable efforts to conclude a long form as soon as is reasonably practicable following signature of this deal memo (and will use reasonable efforts to conclude a long form within 60 days). This deal memo shall be a legally binding agreement during the period the parties negotiate the long form agreement embodying its terms and other customary standard terms and conditions

On behalf of WORLD WRESTLING ENTERTAINMENT, INC.
("WWE")

By: [Signature]
Ed Wells

SVP & Managing Director, International
World Wrestling Entertainment Inc.

Date: 11/27/2013

WITNESS

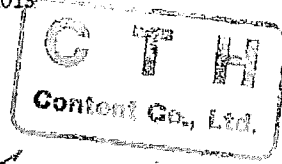
By: _____
Name: _____
Title: _____
Date: _____

On behalf of LICENSEE

By: [Signature]

Mr Kittsanon Ngamphathipong
Chief Executive Officer

Date: 1 November 2013



WITNESS

By: [Signature]
Piangpen Toommanon, Ph.D.
SVP-Chief Content Acquisition
Date: 1 November 2013