

**WWE DEAL MEMO**Date Submitted: 13<sup>th</sup> Dec '11

**Licensee:** Solar Entertainment Corp  
**Contact Name:** Edel Pepito  
**Address:** 10F Solar Century Tower, 100 Tordesillas corner H.V. Dela Costa Sts.  
**Address:** Makati City 1227 Philippines  
**Phone:** +632 812 1363  
**Facsimile:**  
**Email:** edel.pepito@solar-entertainment.com  
**Mobile:** +63920 970 3833

**Contract Type:** New  
**Territory:** Philippines  
**Distribution System:** Pay TV & Free TV  
**Channel:** Jack TV  
**License Period:** 1<sup>st</sup> Jan 2012 – 4<sup>th</sup> March 2012  
**Launch Date:** 30<sup>th</sup> Jan 2012  
**Program:** Royal Rumble (29<sup>th</sup> Jan)  
 Elimination Chamber (19<sup>th</sup> Feb)

	<b>Program</b>	<b>Total</b>	<b>Price Per Episode</b>
<b>License Fee:</b>	Royal Rumble	\$10,800.96	
	Elimination Chamber	\$10,800.96	
		<b>\$21,601.92</b>	<b>Total Contract</b>

<b>Payment Terms:</b>	\$10,800.96	Upon Signature
	\$10,800.96	1 <sup>st</sup> Feb 2012
	<b>\$21,601.92</b>	<b>Total Contract</b>

**Total TV HHs (Territory):** 17,100,000  
**TV HHs Reach (Affiliate):** 4,800,000  
**Broadcast Language:** English  
**Program Delay:** Same Week  
**Number of Runs:** PPV event is to be replayed within one week of the original broadcast date

**Delivery Contact:** Edel Pepito  
**Address:** 10F Solar Century Tower, 100 Tordesillas corner H.V. Dela Costa Sts.  
**Address:** Makati City 1227, Philippines  
**Phone:** +632 812 1363  
**Facsimile:**  
**Email:** edel.pepito@solar-entertainment.com  
**Mobile:** +63920 970 3833  
**Material Format:** SD  
**Delivery Method:** Satellite  
**Delivery Charges:**  
**Courier Information:** (Enter Courier Name & Account Number) Only if via courier

**Marketing Contact:** Wincess Lee  
**Phone:** +632 813 7000 ext 322  
**Email:** wincess.lee@solar-entertainment.com  
**Mobile:** +63917 807 5838

**STANDARD CLAUSES****Broadcast of Other 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 mixed martial arts or professional wrestling organization other than WWE.

**Payment:**

Operator shall pay license fees for the Sequential Programs on the dates specified in the Payment Terms listed above. 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 only in the agreed timeslot in the sequential, numerical episodic order determined by WWE.

**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.

**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.

**Long Form Agreement:**

The Parties will use best endeavours to conclude a long form as soon as is reasonably practicable following signature of this deal memo (and in any event within 60 days). This deal memo shall remain in effect while the parties negotiate the long form agreement embodying its terms. In the event the parties are unable to conclude a long form for any reason, WWE in its discretion may terminate this deal memo on sixty days (60) days' prior written notice to the Licensee.

On behalf of WORLD WRESTLING ENTERTAINMENT, INC.

("WWE")

By: \_\_\_\_\_

Ed Wells  
Senior Vice President, International  
World Wrestling Entertainment Inc.

Date: \_\_\_\_\_

On behalf of LICENSEE

By: \_\_\_\_\_

Print Name: PETER CHAN LIONG

Title: CHIEF OPERATING OFFICER

Date: JANUARY 2, 2012