



World Championship Wrestling  
A Division of Turner Sports  
One CNN Center  
Box 105366  
Atlanta, GA 30348-5366

January 1, 2000

Mr. Jeremy Borash  
6725 Nez Perce Drive  
Chanhassen, MN 55317

Re: Independent Contractor Agreement

Dear Mr. Borash:

This letter will confirm the agreement between you ("Borash") and World Championship Wrestling, Inc., ("WCW") with respect to the performance of services for WCW. In consideration of the premises and the mutual covenants and agreements herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Services:** During the Term, Borash shall provide to WCW various creative and on-air services including but not limited to:

- Write a minimum of <sup>twenty (20)</sup> ~~four (4)~~ stories per month for wcw.com;
- Write a minimum of three (3) stories per month for *WCW Magazine*
- Hosting *WCW Live!* a minimum of five (5) nights per week
- Assisting in talent scheduling and recruitment for *WCW Live!*
- Co-Host the *Internet Insiders* Webcast before each WCW pay-per-view event
- Co-Host the post pay-per-view WCW internet webcast after each WCW pay-per-view event

Borash shall perform the foregoing services for WCW during the Term as well as such other services as reasonably requested by WCW (the "Services").

2. **Term and Territory:** The territory shall be the World. The term shall begin on January 1, 2000 and shall continue month to month until notice is served by either party. Either party may terminate this Agreement at anytime upon providing a minimum of sixty (60) days written notice to the non-terminating party. Upon termination by either party, WCW shall not be responsible to make any further compensation payments hereunder to Borash.

3. **Compensation:** During the Term of this Agreement, in exchange for the performance of Services by Borash hereunder, Borash shall receive compensation from WCW at the rate of <sup>5K</sup> ~~Five~~ Thousand Dollars (\$5,000) per month. All compensation hereunder shall be payable in equal installments on a bi-monthly schedule or on such schedule as WCW may implement from time to time.

4. **Home Base:** Minneapolis, MN

5. **Expenses:** Borash may employ personnel to assist in the performance of Services; however, any personnel employed by Borash shall be at his sole expense and such employees shall be his employees and not WCW employees. Any and all expenses incurred by Borash in performing the Services hereunder shall be his full responsibility unless otherwise approved, in writing, by WCW. Notwithstanding the foregoing, during the

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**15. Termination:** WCW will have the right to terminate this Agreement without liability or further obligation to Borash if Borash (i) fails to adequately or completely perform any of his duties or obligations hereunder, whether express or implied; (ii) fails to follow the direction of WCW officers; (iii) becomes incapacitated due to physical or mental injury or illness, in such a manner so as to render Borash, in WCW's sole reasonable opinion, incapable of properly performing the duties required of Borash hereunder; (iv) engages in conduct or activities involving moral turpitude materially damaging to the business or reputation of WCW; or (v) otherwise breaches any provision or representation of this Agreement and, if curable, such breach remains unremedied for a period of seven (7) days following Borash's receipt of written notice thereof. Borash acknowledges that the waiver by WCW of its rights with respect to any provision of this paragraph in one instance will not be deemed to constitute a waiver of its rights with respect to the same or a similar breach thereafter.

**16. Representations:** Borash represents and warrants to WCW that he (i) has the right to enter into this agreement and to perform the services to be performed by him hereunder; (ii) the performance by Borash of such services will not violate the terms of any other agreement with any other individual or entity either to which Borash is a party or by which he is bound; (iii) Borash has not accepted or agreed to accept and will not accept or agree to accept directly or indirectly from any individual or entity, other than WCW, any money, service or other valuable consideration for the inclusion of any material as a part of any of WCW's programs; (iv) Borash shall faithfully and industriously perform to the best of his ability and in accordance with WCW's direction and control all of the duties that may be required of and from him pursuant to this Agreement; and (v) Borash will comply with all policies of WCW and all applicable laws.

**17. Use of Name, Likeness, Biography:** In connection with the exercise of the rights granted to WCW hereunder, including without limitation any program rights granted to WCW pursuant to this Agreement, Borash agrees that WCW shall have the right to use Borash's professional name, likeness and biography for publicity purposes and for other purposes consistent with the rights granted hereunder.

**18. Use of Services:** Nothing herein shall be deemed to obligate WCW to use Borash's services and WCW shall have fully discharged its obligations hereunder by paying the amount specified herein.

**19. General:** This Agreement, and the documents referenced herein, contain the entire agreement and understanding and shall supersede all prior agreements or understandings concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties. No waiver by either party of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. This Agreement is the product of arm's-length negotiations between Borash and WCW. Borash expressly states that he has had the opportunity to seek and obtain consultation in connection with the negotiation and execution of this Agreement, and that he fully understands the rights and obligations set forth herein. In the construction and interpretation of this Agreement, no account shall be taken of which party requested or drafted any particular provision or provisions of this Agreement. Regardless of the place of execution hereof, this Agreement and all amendments hereto, shall be deemed to have been negotiated, made, entered into and fully performed in the State of Georgia, without regard to the actual location at which Borash provides Services to WCW. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Georgia applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. Borash hereby (i) submits to the jurisdiction of the United States District Court for the Northern District of Georgia and of any Georgia state court sitting in Atlanta for the purposes of all legal proceedings arising out of or relating to this Agreement and (ii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue of any such proceeding which is brought in such a court. Additionally, the parties hereto agree that the State of Georgia shall be the exclusive forum and situs for the resolution of any and all disputes, controversies or matters arising

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herefrom or related hereto. Borash's Home Base is identified solely for travel purposes and shall not affect the choice of law, jurisdiction or venue hereunder. The parties further agree, notwithstanding the consideration provided for herein, that because of the special, unique and extraordinary nature of the Services hereunder and of the rights and licenses which are the subject matter of this Agreement, WCW shall be entitled to injunctive and other equitable relief to prevent any material breach or material default by Borash hereunder, and such relief shall be without prejudice to any other rights or remedies of WCW as may be provided by law. Borash may not assign this Agreement, in whole or in part, without the prior written consent of WCW, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. This Agreement shall be binding on Borash and his successors and permitted assigns. Nothing herein shall be deemed to obligate WCW to use the services of Borash and WCW shall have fully discharged its obligations hereunder by paying the amount specified herein. With respect to WCW's rights hereunder, WCW shall have the sole right and discretion to bring any and all claims including but not limited to infringement or unfair competition claims. The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. Upon the request of WCW, Borash agrees to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement. Notwithstanding any termination of this Agreement, all provisions which, by their terms or reasonable interpretation thereof, sets forth obligations that extend beyond the termination of this Agreement hereof shall survive and remain in full force and effect.

If the foregoing is consistent with your understanding of our agreement with respect to the subject matter addressed herein, please so indicate by signing below and returning this original agreement to WCW.

Sincerely,


WORLD CHAMPIONSHIP WRESTLING, INC.

By: 

Its: VP WCW ENTERPRISES

AGREED AND ACCEPTED:

Jeremy Borash

  
Social Security No.: 476-96-8382

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## **PRODUCTION FACILITIES AGREEMENT**

THIS PRODUCTION FACILITIES AGREEMENT ("Agreement") has been entered into and is effective as of this \_\_\_\_ day of December, 1999, by and between WORLD CHAMPIONSHIP WRESTLING, INC. ("WCW") and JEREMY BORASH ("Borash").

In consideration of the mutual promises, covenants and other good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, WCW and Borash agree as follows:

1. **Property and Equipment.**

a. Borash shall provide WCW with access to and use of Borash's facility known as the Borash Production Studio, located at 6725 Nez Perce Drive, Chanhassen, Minnesota 55137 ("Studio"). The access and use provided shall be sufficient to enable WCW to produce and conduct its daily WCW Live radio and internet broadcasts ("WCW Live").

b. Borash shall provide certain required equipment and personnel necessary for the broadcast of WCW Live. Such equipment and personnel shall include, but shall not be limited to: (i) five phone lines for callers and guests; (ii) one internet phone line; (iii) one emergency phone line; (iv) one Sure RE-20 microphone; (v) one Telos six line interface; (vi) one Telos phone control board; (vii) one computer automation system; (viii) two CD players; (ix) one mini-disc player/recorder; (x) one Macke sixteen channel mixing board; (xi) one call screener/assistant producer; (xii) two computers with internet connection; (xiii) one television with cable connection; (xiv) one on-call engineer for emergency purposes; and (xv) one back-up power supply for emergency purposes. **To the extent that Borash is supplying equipment under this Agreement, Borash represents that any and all equipment shall be Year 2000 compliant as specified in Exhibit A.**

2. **Term.** The Term of this Agreement shall begin on the date first set forth above and continue for one (1) year ("Term"), unless sooner terminated as hereinafter provided. WCW may, at its option, renew this Agreement for an additional one (1) year term by providing Borash with written notice before the expiration of the Term.

3. **Studio Use by Others.** During the term contemplated by this Agreement, Borash shall devote the required studio time and provide required personnel necessary for the fulfillment of all of his obligations hereunder. WCW acknowledges, however, that the use of the Studio and equipment shall be non-exclusive to it during the term. Notwithstanding such non-exclusivity, Borash expressly agrees and warrants that no other activities in which he may be involved during the term shall interfere with WCW's Studio use and that WCW shall at all times have first priority for the availability of the Studio as required for Borash's fulfillment of all of his obligations hereunder.

15. **Governing Law, Service of Process.** This Agreement shall be governed by the laws of the State of Georgia, and Borash acknowledges that any dispute arising hereunder must be brought in any federal or state court of competent jurisdiction in Fulton County, Georgia, and Borash consents to the jurisdiction thereof. Service of a summons and complaint concerning any matter or controversy arising from or with respect to this Agreement shall be effected by sending a copy of such summons and complaint by certified mail to the party to be served at the address for such party stated above.

16. **Force Majeure.** Notwithstanding anything to the contrary which may be contained herein, in the event that the parties cannot perform their obligations and duties as provided herein due to force majeure, including, without limitation, earthquake, act of God, riot, national state of emergency and war, failure or breakdown of communications facilities not attributable to a party's actions or omissions, or due to any other similar or dissimilar occurrence beyond the control of the parties which makes it impossible or commercially impracticable (because of the passage of time caused by any of such occurrences) to carry out the purposes hereof, then neither party hereto will be obligated to perform hereunder during the continuance thereof. In such event, the parties will negotiate in good faith for an appropriate, equitable reduction in or refund of the consideration payable by WCW as provided herein.

17. **Entire Understanding.** The provisions herein constitute the entire understanding between the parties hereto with respect to the subject matter hereof, and this Agreement shall supercede any other previous agreements between the parties related to the production facilities. No other agreements, or understandings, whether oral or written, shall be deemed to apply to the material produced by or on behalf of Borash hereunder or the parties' relative rights and obligations with respect thereto. Any additions to or changes in this Agreement shall be set forth in writing and signed by the parties.

**WORLD CHAMPIONSHIP  
WRESTLING, INC.**

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

Title: VP WCW ENTERPRISES

**JEREMY BORASH**

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

Title: \_\_\_\_\_

**EXHIBIT A**

**YEAR 2000**

The equipment and property provided hereunder, including but not limited to any software, hardware or other technology developed, used or provided by Borash for use in connection with the broadcast of WCW Live and any other material provided by Borash to WCW under this Agreement, and all subsequent versions, releases, updates or revisions thereof developed or utilized by Borash during the term of this Agreement (collectively, the "Deliverables") at the time of and after delivery to WCW are and shall be "Date/Data Compliant." For these purposes, "Date/Data Compliant" shall mean that (1) the Deliverables are capable of performing all functions specified in this Agreement prior to December 31, 1999 and January 1, 2000 and following such dates with no diminution or change in performance, functionality, accuracy or otherwise; (2) WCW shall not experience program ending and/or invalid and/or incorrect results from Deliverables due to the anticipated occurrence, passage or existence of such dates or any date thereafter; (3) the Deliverables will accept date data from other systems and sources (whether in two digit or four digit format) and properly recognize, calculate, sort, store, output, sequence and otherwise process such data in a manner that eliminates any century ambiguity; (4) the Deliverables will include four digit date data formats, if applicable; and (5) the Deliverables will recognize and correctly process date data for February 29, 2000 and all subsequent leap years. If any Deliverables are found by WCW not to be Date/Data Compliant, notwithstanding any other remedy available to WCW for breach of this Agreement, at no additional charge to WCW, Borash shall immediately correct any such defect so as to enable the Deliverables to fully function in accordance with this Agreement.

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