

May 17, 2000

Alan Friel
Digital Entertainment Network, Inc.
2230 Broadway
Santa Monica, CA 90404

Re: Bridge Loan

Dear Alan:

You, on behalf of Digital Entertainment Network, Inc., a California corporation ("DEN"), of which Mr. Marc Collins-Rector is a shareholder, have requested that our client, World Wide Technologies & Internet Ventures Limited, of which Mr. Marc Collins-Rector is a shareholder, provide DEN with a bridge loan in the amount of \$2.5 million to allow DEN to continue to operate until additional substantial financing or invested capital is secured. Our client would be willing (and is able to) make this loan, and will do so on the following terms:

1. As indicated in the draft Loan Agreement which you provided to my client, the loan would bear interest at prime plus 2%, would be secured by all the assets of DEN, and would become due on the first to occur of a financing of DEN in the minimum amount of \$5 million, the change in control of DEN or the six month anniversary date of the closing of the loan.
2. DEN will grant to my client an option and right to acquire, for an investment in DEN of \$25 million, common or preferred stock of DEN such that upon issuance of the stock my client will own ___% of DEN outstanding common stock. **CHANGE is PREFERRED**
3. All preferred stock is immediately converted to common stock and any rights, agreements or other provisions of any type are completely null and void and any recourse for same is waived including all legal recourse of any type whatsoever against DEN, the investing entity, any employee, stockholder, management or board of directors of either DEN or the investing entity.
4. Any and all control provisions and decisions will be made by the investing entity.
5. The board of directors will, during the term of the bridge loan, consist of persons selected by my client some of whom may or may not consist of existing DEN Board Members..
6. My client, attempting to work together with the new board, but with absolute and complete single vote authority, will have full control of DEN with the right to make all decisions regarding DEN, including without limitation the hiring and termination of executives, employees, advisors, attorneys and accountants, causing DEN to enter into transactions in and without the ordinary course of business, the financing of DEN, the issuance of additional shares of common or preferred stock, debt

instruments and other securities, the merger of DEN with another entity and all other decisions relating to DEN, its properties, prospects and business. During this interim period the new Board of Directors and the investing entity will have full control over DEN funds and property subject solely to their fiduciary duty to the corporation. This power and authority will be effected by a proxy from all current shareholders appointing my client as their attorney and proxy to select the Board of Directors and to vote their shares of DEN stock. These same and any other entity of any type will agree to, sign and waive all rights and complete NDA's and waivers of all agreements or contracts they have with DEN or the investing entity and give waiver to all legal or contractual rights they may have had or currently have **or may in the future have** with DEN or the investing entity and any of its employees, management, shareholders or board of directors.

7. Current management and any contracted employee or other entity must agree to terminate their employment and any other agreements with DEN at no cost to DEN and with complete NDA's and waivers of all agreements or contracts they have with DEN or the investing entity and give waiver to and for all legal or contractual rights they may have had or currently have **OR MAY IN THE FUTURE HAVE** with DEN or the investing entity any, of its employees, management, shareholders or board of directors. New employment agreements will be negotiated with those members of management who continue to be employed as designated by my client. Options held by members of management will continue under their current terms should their employment be continued. All salaries will be designated by fiat via the investing entity and the investing entity will have the full power to, and the consent from, all dismissed or continuing employees, at no cost to DEN or the investing entity waivers of all agreements or contracts they have with DEN or the investing entity and give waiver to all legal or contractual rights they may have had or currently have **OR MANY IN THE FUTURE HAVE** with DEN or the investing entity and they must sign complete NDA's and waivers of all legal recourse, rights and interests in DEN including any of its employees, management, shareholders, board of directors or any other entity that has had or currently has any sort of involvement **WITH DEN**.
8. My client will have six months to procure an investor who will invest (or lend) \$25 million in or to DEN, or who will purchase or acquire all of DEN's assets and business, by merger, purchase of assets or otherwise. The Board of Directors of DEN may authorize any such transaction and my client, by use of his proxy, may approve it on behalf of the current shareholders.
9. DEN management immediately provides to my client current financial information regarding DEN and all other material information regarding DEN.
10. This agreement is subject to any and all documentation herein described or which may further be required to be signed, **EXECUTED**, completed and authorized by any and all parties aforementioned.

If these terms are acceptable to the Board of Directors, shareholders and management of DEN please so inform me an I will prepare the necessary documentation.

Very truly yours,

DAVID D. WEXLER