

EXHIBIT 9
TO DECLARATION OF O'CONNOR

Lisa Tyner

From: Floyd Jahner [mailto:floyd.jahner@dallasnavs.com]
Sent: Tuesday, June 27, 2006 9:41 AM
To: Lisa Tyner
Subject: FW: Nellie

Fyi... Documentation not to pay consultant salary for your file.
Floyd

From: mark cuban [mailto:mark.cuban@dallasnavs.com]
Sent: Tuesday, June 27, 2006 9:11 AM
To: Floyd Jahner
Subject: RE: Nellie

I might have left it out of the email. But we didn't agree that we would pay the 200k. So lets not pay it.

m

From: Floyd Jahner [mailto:floyd.jahner@dallasnavs.com]
Sent: Tuesday, June 27, 2006 7:36 AM
To: mark.cuban@dallasnavs.com
Subject: RE: Nellie

I will see if he asks to keep/pay for the tickets.

On the consultant salary I wanted to check my file this morning, but I have an email from you back in March 2005 that states his dollars stay the same and no changes to the contract. This would have us pay him \$200,000 per year for the next five years as consultant. Additionally we also are scheduled to pay him previously earned deferred comp of \$6,600,000 for the next nine years. This is comprised of \$1,000,000 a year for six years and then \$200,000 a year for the following three years related to a deferral election we exercised with the 5th amendment in 2003. See attached file to help lay out the numbers.

When we renegotiated in 2003 Robert and I already had removed all benefits post June 30, 2006. Thus all the ancillary stuff will stop effective at the end of the month.

Floyd

From: mark cuban [mailto:mark.cuban@dallasnavs.com]
Sent: Monday, June 26, 2006 6:15 PM
To: Floyd Jahner
Subject: RE: Nellie

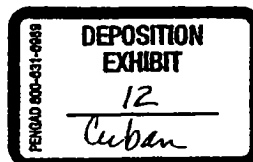
Actually, I think he can keep the fix if he pays for them, and he no long gets the consultant salary if I remember correctly

That was part of the termination deal

m

From: Floyd Jahner [mailto:floyd.jahner@dallasnavs.com]

6/27/2006



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