

EXHIBIT E

THE BIG TWELVE CONFERENCE, INC.
2201 STEMMONS FREEWAY, 28TH FLOOR
DALLAS, TEXAS 75207

March 11, 2000

Mr. Howard Katz
President
ABC Sports, Inc.
47 West 66 Street
New York, New York 10023

Mr. John Wildhack
Senior Vice President, Programming
ESPN, Inc.
ESPN Plaza
935 Middle Street
Bristol, Connecticut 06010-7454

Charles Gerber
Executive Vice President and General Manager
ESPN Regional Television, Inc.
11001 Rushmore Drive
Charlotte, North Carolina 28277

Re: Telecast Agreement between The Big Twelve Conference, Inc. (the "Conference"),
ABC Sports, Inc. ("ABC"), ESPN, Inc. ("ESPN") and ESPN Regional Television,
Inc. ("ERT")

Dear Gentlemen:

This agreement ("Agreement") documents the material terms and conditions relating to the exclusive television telecast and exhibition of Conference football games on the ABC Television Network and the exclusive national non-broadcast television coverage rights for men's basketball games that were agreed to by authorized representatives of the Conference, ABC and ESPN, in our meeting in New York on February 8, 2000, plus the sponsorships rights detailed herein to be exploited by ERT. Although the parties intend to enter into a long form agreement (the "Long Form Agreement") with respect to the matters covered by this Agreement, the parties agree that, upon execution by the parties, this Agreement, which includes by reference the summary of terms contained in Exhibit A attached hereto, represents a binding agreement that shall govern the parties' conduct unless and until such time as the Long Form Agreement is mutually agreed and executed in a manner satisfactory to the parties. When fully executed, this Agreement supersedes that certain Agreement between ABC and the Conference dated as of March 10, 1994 (the "ABC Agreement") and that certain 1995-96 -2000-01 ESPN/Creative Sports-Big 12 Agreement between ESPN, Creative Sports, Inc. and the Conference dated as of May 20, 1996 (the "ESPN Agreement").

The Conference, ABC, ESPN and ERT agree to proceed in good faith to negotiate, execute and deliver the Long Form Agreement. The parties acknowledge that, other than the terms and conditions provided in this Agreement, all other terms of the ABC Agreement and the ESPN Agreement shall be incorporated into the Long Form Agreement.

The parties agree to keep all information regarding this Agreement and the Long Form Agreement contemplated hereby strictly confidential until the parties can coordinate the substance and timing of a public announcement. The parties contemplate making a joint public announcement of this Agreement during the Conference's 2000 basketball tournament on or about March 9, 2000. Each party will bear its own respective costs and expenses in connection with this Agreement and the negotiation and drafting of the Long Form Agreement.

0736915 V5 - LOI RE:ABC/ESPN

This Agreement has been approved by the Board of Directors of the Conference, but is subject to the approval of the Board of Directors of ESPN. The terms of any Long Form Agreement will be subject to final approval of the Board of Directors of the Conference and the Board of Directors of ESPN.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

If ABC, ESPN and ERT agree to the foregoing, please so indicate by having an authorized representative of ABC, ESPN and ERT sign below in the appropriate place and return a copy to us.

Very truly yours,

THE BIG TWELVE CONFERENCE, INC.

By: Kevin Weiberg
Name: Kevin Weiberg
Title: Commissioner

Agreed and Accepted:

Dated: _____

ABC SPORTS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

Dated: _____

ESPN, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

Dated: _____

ESPN REGIONAL TELEVISION, INC.

By: _____
Name: _____
Title: _____

LOIREABC

This Agreement has been approved by the Board of Directors of the Conference, but is subject to the approval of the Board of Directors of ESPN. The terms of any Long Form Agreement will be subject to final approval of the Board of Directors of the Conference and the Board of Directors of ESPN.

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Very truly yours,

THE BIG TWELVE CONFERENCE, INC.

By: _____
Name: Kevin Weiberg
Title: Commissioner

Agreed and Accepted:

Dated: _____

ABC SPORTS, INC.

By: *[Signature]*
Name: Loon Matthews
Title: Senior VP, Programming

Agreed and Accepted:

Dated: _____

ESPN, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

Dated: _____

ESPN REGIONAL TELEVISION, INC.

By: _____
Name: _____
Title: _____

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This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement which is binding upon all the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

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Very truly yours,

THE BIG TWELVE CONFERENCE, INC.

By: _____
Name: Kevin Weisberg
Title: Commissioner

Agreed and Accepted:

Dated: _____

ABC SPORTS, INC.

By: _____
Name: _____
Title: _____

Agreed and Accepted:

Dated: _____

ESPN, INC.

By: _____
Name: John Wildback
Title: Senior Vice President, Programming

Agreed and Accepted:

Dated: _____

ESPN REGIONAL TELEVISION, INC.

By: _____
Name: David Geller
Title: Exec. V.P. / Gen. Mgr.

EXHIBIT A
BIG XII - ABC/ESPN TELECAST AGREEMENT

TERM: Eight years, commencing with 2000-2001 academic year, through 2007-2008 academic year, commencing on July 1, 2000.

RIGHTS FEES:	2000-2001	\$25.5 million
	2001-2002	26.5 million
	2002-2003	28.0 million
	2003-2004	30.0 million
	2004-2005	31.5 million
	2005-2006	33.0 million
	2006-2007	34.5 million
	2007-2008	<u>36.0 million</u>
	TOTAL:	245.0 million

Rights fees payable quarterly, beginning September 30, 2000.

ALOHA BOWL GUARANTEE:

The Conference will be guaranteed at least \$5 million from Aloha Bowl appearances over the Term of the Agreement.

PRESEASON CLASSIC GUARANTEE:

ABC will cause Conference teams to have at least two appearances in the first three years of the Term in either of the Pigskin Classic or the Kickoff Classic.

COMMERCIAL INVENTORY:

Football: 64 30-second spots per game.
Basketball: Add one additional 30-second spot per break from the existing ESPN Agreement.

FOOTBALL APPEARANCE RESTRICTIONS:

Appearance limits per team to 6 per year, up to 4 of which may be home games.

FOOTBALL EXPOSURE:

- 4 National Telecasts per year:
 - 1 Conference Football Championship Game

- 2 National Telecasts on the Friday after Thanksgiving or, at ABC's option, on Thanksgiving Day (the first game will not begin before 11:00 am central time) and no team will be required to play the first game as a home game more than once in any 4 year period, for example:

<u>Year</u>	<u>First Game</u>	<u>Second Game</u>
1	CU @ NU	TA&M @ UT
2	NU @ CU	UT @ TA&M
3	TA&M @ UT	CU @ NU
4	UT @ TA&M	NU @ CU

- 1 Other National Telecast on any Saturday during the regular season or on a mutually acceptable alternate date.

- 1 "Split National" Game (reaches at least 45% of TV households in the nation) once every two-year period during the Term.

BASKETBALL EXPOSURE:

- Network Exposures: ESPN will use its best efforts to maximize the number of the Conference's Broadcast Network basketball exposures, including without limitation:

2000-01 Season: Minimum of 10 over-the-air Network appearances guaranteed.

Each Season
Thereafter: Minimum of 8 over-the-air Network appearances guaranteed; provided that if ABC has at least 12 national telecast windows available, minimum of 10 over-the-air Network appearances guaranteed.

ESPN shall use good faith efforts to place some of the Network basketball exposures each year on CBS, which appearances shall count toward the preceding guarantee.

- Basketball Tournament Exposure:

Championship Game with national distribution on ESPN or a national broadcast network.

Late Quarterfinal Game on Thursday Night on ESPN2 beginning in 2002 (possibly 2001 if ESPN2 is not precluded by other contractual commitments)

ESPN and the Conference will work together to enhance the exposure of Conference Basketball during Conference tournament week on all ESPN Platforms (e.g. player "diary" on ESPN.com, coach interviews on ESPN radio)

- "Big Monday" Package:

Current exposure on Big Monday (8) extended

ESPN and the Conference will explore the possibility of adding one nonconference game as a part of the Big Monday Package in the first quarter of each year during the Term.

The Conference agrees to consider in good faith any request by ESPN to move the Big Monday package to ESPN2; provided, however, that the Conference shall be under no legal obligation to approve any request for the transfer of the Big Monday package to ESPN2.

- ESPN agrees to telecast: (i) a minimum of three games played during the fourth calendar quarter of each season and (ii) a minimum of three games played on Saturdays during the first calendar quarter of each season. ESPN has the right to transfer 6 of the aforementioned basketball games to ESPN2 in accordance with the following factors:

Switch for whole season, not "checkerboard."

ESPN2 in at least 90% of homes that ESPN is.

ESPN2 covers at least the markets in Conference's 7 states that ESPN covers.

- ESPN and the Conference will cooperate to build ongoing Special Site Events (e.g. multiple year challenge series at neutral sites and/or in tournament cities in off years).
- The Conference and the Member Institutions shall retain the rights to all Basketball Games not selected by ESPN pursuant to the terms of this Agreement, but not for nationwide distribution.

ERT SPONSORSHIP RIGHTS:

Effective as of July 1, 2001, the Conference grants to ERT rights and obligations to sell and fulfill presenting and secondary Corporate Sponsorships related to Conference

Championship events, subject to the Conference's prior approval, which will not be unreasonably withheld. Certain categories of sponsors may be excluded for policy reasons.

ERT will commit the resources necessary to fulfill all obligations to the Conference's corporate sponsors and to manage the sponsorship relationships in a manner reasonably satisfactory to the Conference.

The Conference will retain rights and revenues from all other ancillary conference rights relating to Conference promotional activities, including, but not limited to:

Big XII Showcase Show. ERT will pay production costs for the show (not to exceed \$130,000 per year) and retain inventory for Sponsor's exposures;

Program Rights for Championship Events. ERT will purchase 1 page per Corporate Sponsor;

Internet rights to all Conference events with shared Internet rights with ESPN relating to Games that are telecast pursuant to this Agreement;

Radio rights; and

Pay-per-view rights and other ancillary rights, other than those relating to Games that are telecast under this Agreement.

The Conference, ERT and ESPN will work cooperatively to identify additional events that reasonably relate to the rights granted hereunder, such as joint ventures on:

Fan Fests at Football Championship Game and Basketball Tournament; and

Special Site Basketball Events such as a challenge series

Transition of Existing Sponsorships:

The Conference will take steps necessary to assign rights currently subject to the agreement with Host/USA relating to the sale of corporate championship sponsorships on or about July 1, 2001. ERT will be responsible for payment of any fees on remaining agreements payable to Host, not to exceed 15% of the gross revenues payable under those agreements and may retain revenues realized from existing sponsorship agreements after July 1, 2001.

ERT will pay all direct and indirect costs related to the administration and fulfillment of the remaining term of the existing sponsorship arrangements, and pay Host/USA

agency fee. Fulfillment costs (exclusive of Host/USA agency fee) on existing agreements capped at 30% of gross revenues.

Split of Sponsorship Fees:

The first \$3 million of gross revenues (less a deduction for any applicable agency commissions of not more than 15% for new sponsorship agreements entered into by ERT) from either (i) new sponsorships sold by ERT or (ii) extension or renewal of pre-existing sponsorships for periods after July 1, 2001 ((i) and (ii) collectively referred to as "New Sponsorships") in any year is retained by ERT. ERT pays all fulfillment costs.

Revenues to be determined from mutually-agreeable "rate card", determined in advance, unless the Conference and ERT agree to discounts for specific sponsors.

Thereafter, the Conference and ERT split 50/50 the "net" revenues from New Sponsorships in any year over \$3 million of gross revenues, with the split of the incremental revenue in excess of \$3 million to be calculated as follows:

1. Gross Revenues from New Sponsorships MINUS \$3 million
2. that difference TIMES 1 minus Fulfillment Expense Ratio (total direct fulfillment costs and any applicable agency commissions of not more than 15% to be paid to Host/USA based on existing agreements, without overhead, divided by gross revenues in that year)
3. that product DIVIDED BY 2.

TICKET REQUIREMENTS:

ESPN will be permitted to purchase 20 tickets to each televised event. ABC's ticket rights are as stated in the ABC Agreement.

SIGNAGE:

The Conference, ABC, ESPN and ERT agree to work cooperatively to develop appropriate guidelines for the use of video imaging and the placement of on field and courtside signage.

All other terms of the ABC Agreement and the ESPN Agreement continue to govern this Agreement.