

EXHIBIT A

CONFIDENTIAL

Edward M. Hull
President



JEFFERSON PILOT
SPORTS

Jefferson Pilot Sports
One Julian Price Place
Charlotte, NC 28208

business (704) 374 3664
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July 27, 1999

Mr. Roy Kramer
Commissioner
Southeastern Conference
2201 Civic Center Blvd.
Birmingham, Alabama

Dear Roy:

Please find attached a draft of the revised contract per our latest agreement to extend our contract through April 30, 2009. Also attached is a list of the major points and changes from our current contract. Because Dan McAlister made a number of grammatical changes, a red-lined copy would have been very red and hopefully this list will work better.

We will prepare in final form after you let us know of any necessary changes. Hopefully, we have included the majority of needed changes.

Roy, we consider ourselves very fortunate to work with the Conference and with you and your staff. We appreciate your support and look forward to the next ten years.

Sincerely,

Edward M. Hull
President

EMH/jr
Attachments

SIGNIFICANT CHANGES IN NEW JP/SEC AGREEMENT FROM CURRENT AGREEMENT

The terms of the new agreement are basically the same with the following exceptions:

1. 2.01: Length of Agreement - May 1, 2001 through April 30, 2009
2. 3.01: Rights Fees – as agreed upon.
3. Current paragraph 3.02: Revenue Share – is deleted.
4. Current paragraph 4.03(b): Limitation on Grant (as regards syndicating to basic cable channels) – is deleted.
5. 5.02: National Networks – would allow 6 regular season Conference basketball games to be selected by CBS before JPS makes its selections, instead of the current 5.
6. 5.04(d): Regional Cable – would allow up to 8 Saturday evening games for the SEC to offer one regional cable network instead of the current 6.
7. 7.01: Broadcast Obligations – the minimum number becomes 28....not more than 38 without consent.
8. New paragraph 11.01: CBS and ESPN/ESPN2 (as regards to regular season football game telecast selection) – CBS may schedule up to 15 SEC controlled appearances. ESPN/ESPN2 may select up to 12 games involving one or two SEC schools during each season prior to any JPS selection, an increase of 2 over the current agreement. Also, CBS may begin one Saturday telecast per season before 3:00 p.m. ET. On that date, CBS will have window exclusivity and JPS will not be able to telecast an SEC game without consent.
9. New paragraph 11.04: Number to be Telecast – changed as follows, during the 2001, 2004, 2005, 2006 and 2007 football seasons; the SEC will make available and JPS will televise at least 12 games. For the 2002, 2003, and 2008 football seasons; the SEC will make available and JPS will televise at least 13 games.
10. Current paragraph 13.05: Markets Outside the SEC Area – is deleted.
11. Current paragraph 22.01: Other Sports Productions – is deleted.
12. New paragraph 30.01: Divisible Agreement – SEC needs to fill in its desired amounts.

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FOOTBALL AND BASKETBALL
TELECAST RIGHTS AGREEMENT

THE SOUTHEASTERN CONFERENCE
AND
JEFFERSON-PILOT SPORTS, INC.

SCHOOL YEARS
2001-02 THROUGH 2008-09

MAY ____, 1999

- (a) Up to 150 SEC Basketball Tournament books. JPS shall notify the Commissioner of the SEC of the number of books it wishes to purchase for each Tournament by no later than the February 1 preceding such Tournament.
- (b) Up to 6 tickets (basketball) or 75 tickets (football), plus up to 75 free production passes and 20 free parking passes (football only) for any game being Telecast hereunder. JPS shall advise the Athletic Director of the host team of its ticket and pass requirements at least one month prior to game time if it desires such tickets.
- (c) Up to 100 SEC Championship Football Game tickets. JPS shall notify the Commissioner of the SEC of the number of tickets it wishes to purchase by no later than the September 1 preceding each such game.

17.04 Banners. JPS shall have the right to display at least one banner in the arena of each basketball game Telecast, provided the same shall not be larger than 4 feet tall and 9 feet in length, and at least 3 banners in the stadium of each football game Telecast, appropriately larger in size. These shall not be placed so as to obstruct the view of the game.

ARTICLE XVIII

Right to Publicize

18.01 Publicity. JPS may publish the name, likeness, and voice of each person appearing in or connected with the games, biographical materials concerning such persons, the SEC's and its Member Institutions' logos, and the name of the game and game site, for purposes of advertising or promoting any game or games Telecast by JPS. Subject to the following proviso, JPS may also authorize SEC game sponsors and their advertising agencies to make incidental use of such materials in selling or promoting SEC football or basketball games (such as by inclusion of logos on sales brochures for said games, or on posters distributed by sponsors promoting said games) . The foregoing is not intended to authorize commercial sponsors to use such names, likenesses, voices, logos, etc. to promote products

or services beyond the mere use of sponsor, product or service names as associated with such Telecasts, and is not intended to authorize the use of said materials for any product, point-of-purchase, or dealer promotion. Similarly, JPS will not market any product using or bearing the SEC's name, mark or logo without the advance written approval of the SEC. Provided, upon notification from the SEC, JPS will cause any such agency or sponsor to cease any use of such materials that the SEC reasonably believes is outside the scope of the foregoing or, as to names and likenesses appearing outside of game footage, is beyond the SEC's authority to permit.

ARTICLE XIX

Promotion of the SEC and Member Institutions

19.01 Promotional Inserts. JPS will Telecast a 30 second promotional spot from each Member Institution playing in the game, and one from the SEC itself, during all regular season football and basketball games Telecast by JPS. In addition, the SEC will have available an additional 60 seconds for Conference promotion, which can be used by the SEC for Conference sponsor messages which have as their purpose the linkage of the sponsor (as an institution) with the SEC. JPS's prior approval must be obtained for each such promotional message. Such approval will not unreasonably be withheld, but will not be given for (i) the direct advertisement of any Conference sponsor's products or services, or (ii) messages of any type from Conference sponsors who sell in direct competition with those JPS advertisers to whom JPS has sold product/service exclusivity. These tapes will be produced by the SEC or the Member Institution, but the quality level must be acceptable to JPS. JPS will consult with the producer, if desired.

19.02 Promotional Shows and Spots. Each season during the term, JPS shall at its expense:

- (a) Produce, and arrange for Telecast within the SEC Area of, 30-minute pre-season football and basketball shows; and
- (b) Promotional spots.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE SOUTHEASTERN CONFERENCE

By: _____
Roy Kramer, Commissioner

JEFFERSON-PILOT SPORTS, INC.

By: _____
Edward M. Hull, President