

# EXHIBIT B



THE WORLDWIDE LEADER IN SPORTS™

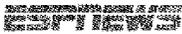
Raphael Winick  
Assistant General Counsel  
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New York, New York 10023  
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(212) 456-2234 (fax)  
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April 25, 2007

BY OVERNIGHT MAIL



Kevin Weiberg  
Commissioner  
The Big Twelve Conference, Inc.  
400 East John Carpenter Freeway  
Irving, Texas 75062



Re: Agreement Between The Big 12, ESPN, ERT and ABC  
For The 2008-09 Through 2015-16 Seasons



Dear Commissioner:

Enclosed for your files is a fully-executed original of the agreement between the Big Twelve Conference, Inc., ESPN, Inc., ESPN Enterprises, Inc. and American Broadcasting Companies, Inc. for the 2008-09 through 2015-16 academic years.



Sincerely,

Raphael Winick



*copy*  
Enclosure (signed original)  
Cc: Kevin Sweeney (copy of enclosure)



ESPN, Inc.  
ESPN Plaza  
Bristol, CT 06010  
860-766-2000

AGREEMENT

AGREEMENT (the "Agreement") dated April 18, 2007 by and between American Broadcasting Companies, Inc. ("ABC"), ESPN, Inc. ("ESPN"), ESPN Enterprises, Inc. ("ERT") (ESPN, ERT and ABC are individually and collectively referred to as "ESPN/ABC"), and The Big Twelve Conference, Inc. ("Big 12" or "Conference").

WHEREAS, the Conference owns the right to Distribute certain Conference intercollegiate athletic events as described more fully herein;

WHEREAS, ESPN/ABC desires to purchase a license to produce and Distribute, or cause the Distribution of, such Conference intercollegiate athletic events, and the Conference desires to license such rights to ESPN/ABC on the terms set forth below; and

WHEREAS, the parties hereto desire that this Agreement become effective as of the expiration of that certain agreement, dated March 11, 2000 among the Conference, ESPN, ABC, and ERT and their respective predecessors-in-interest (the "Prior Agreement"), and that this Agreement shall be the successor to the Prior Agreement in its entirety.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and intending to be legally bound hereby, the parties hereby agree as follows:

1. DEFINITIONS: As used herein, the following capitalized terms shall have the meanings specified below:

1.1. "ABC Game(s)": Those Games selected for live telecast on the ABC Network on either a national or regional basis.

1.2. "ABC Network": The ABC Television Network, a national over-the-air broadcast television network.

1.3. "Appearance": The number of Conference Institutions participating in a Game. For the sake of clarity, the Texas v. Kansas Game constitutes two (2) Appearances, and the Texas v. Arkansas Game constitutes one (1) Appearance.

1.4. "Archive Games": Audiovisual programs of those regular-season college football and basketball games that were produced and distributed on a live basis by ESPN, ERT or ABC prior to the commencement of the Term, in which a Conference Institution was the home team and to which ESPN, ERT or ABC owns the copyright.

1.5. "Away Cross-Over Game": Any Cross-Over Game that is not a Home Cross-Over Game.

1.6. "Big 12 Channel": The television programming service described in Paragraph 8.1.

1.7. "Big 12 Member Channel": The television channel of a Conference Institution described in Paragraph 8.2.

(a) Conference will not have any discussions or negotiations with any third party regarding the rights contemplated under this Paragraph 15 prior to the conclusion of the Second Negotiating Period;

(b) ESPN/ABC will not be required to negotiate with Conference concerning, or to consider, any Combined Offer or Package Offer conditioned upon, ESPN/ABC/ERT's acquisition of rights to any event or property other than the Basketball Package, the Football Package or the Sponsorship Package;

(c) The parties will act at all times in complete good faith, consistent with the intent and spirit of this entire Agreement;

(d) None of the Combined Offer, any Package Offer nor any Reoffer can be for rights pertaining to a period of less than one year;

(e) If ESPN/ABC and Conference reach a new agreement pursuant this Section 15, then negotiations of any subsequent agreement between the parties for rights to future Packages may include Nonconforming Terms;

(f) If Conference retains rights to games after the Term solely for distribution on the Big 12 Channel, Conference shall not be required to offer such games to ESPN/ABC as part of the Combined Offer or Package Offer.

15.5. Conference further grants to ABC a Preferred Option Position (as defined herein) in negotiation for ABC's acquisition of the same exclusive live network television rights to any pre-season Games and any playoffs (not otherwise covered herein) in all Seasons hereunder, to the extent Conference owns or controls such rights. "Preferred Option Position" shall mean prior to negotiation with any third party Conference shall first negotiate exclusively with ABC concerning such rights for a period not to exceed twenty-one (21) days.

16. NAME AND LIKENESS. Conference shall provide ESPN/ABC with all rights and consents necessary or contemplated for the exercise of ESPN/ABC's Distribution rights under this Agreement including, without limitation, all name and likeness rights of all participants, officials, and any other persons connected with each Game (including those of any non-Conference Institution participating in a Game), and the names, trademarks, service marks, logos, or other indicia of origin of each Conference Institution (and those of any non-Conference Institution participating in a Game), in connection with the following purposes for so long as ESPN or ABC retain any rights to exploit any Game or Program: (a) exercise of ABC's and ESPN's Distribution rights to the Games and Programs; (b) for news or information; and (c) for advertising and promotional purposes, including but not limited to (i) "institutional" advertising (e.g. advertising designed to create good will and prestige) and (ii) advertising or promotion of the Programs in any and all means and media now known or hereafter developed, whether or not such materials are in close proximity to other promotional material or advertising for third party products and services. Any such use shall not be in the manner of an endorsement of any product, service or political cause or candidate.

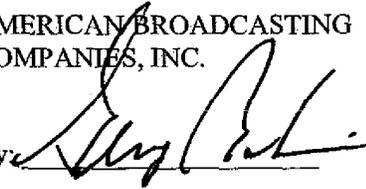
EXECUTION COPY

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

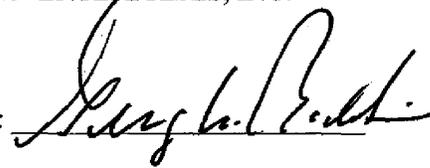
ESPN, INC.

By: 

AMERICAN BROADCASTING  
COMPANIES, INC.

By: 

ESPN ENTERPRISES, INC.

By: 

THE BIG TWELVE CONFERENCE, INC.

By: 