

EXHIBIT A

**ESPN, INC.
RIGHTS AGREEMENT**

This Agreement, dated as of January 7, 2005, is between Conference USA, Inc., 5201 North O'Connor Boulevard, Suite 300, Irving, Texas 75039 ("Conference"), and ESPN, INC., ESPN Plaza, Bristol, Connecticut 06010-7454 ("ESPN").

Conference hereby grants to ESPN the exclusive worldwide rights to Distribute (as defined in section 7 below) and otherwise provide coverage for, including but not limited to the production and distribution of one or more television "Programs") (as further defined in section 6 below) the sporting events described herein, pursuant to the terms and conditions of this "Agreement."

1. GRANT OF RIGHTS

(a) Conference Games and Home Non-Conference Games. Conference hereby grants to ESPN the exclusive coverage rights to the "Conference" and "Home Non-Conference" football games and basketball games specified herein (collectively, "Conference Controlled (Sport) Game(s)" or "Event(s)") specified herein.

(b) Definitions. For purposes of this Agreement a "Conference Game" is one played between two Conference teams (including the Conference championship games in football and men's and women's basketball). A "Home Non-Conference Games" is one played during the Term between a Conference team and a non-Conference team: (i) in which the Conference team is the host or home team or otherwise controls telecast rights, whether played at the Conference team's campus site or other traditional home-field site or elsewhere; (ii) played at a neutral site, regardless of whether the Conference team is designated the host or home team or controls the television rights, and whether or not the game is originally scheduled to be played in the home stadium of a Conference team and is subsequently moved to a neutral site or to the stadium of a non-Conference opponent (Conference agrees to promptly notify ESPN of any such site changes), and (A) has traditionally been a home game, or (B) is the return game of a series in which the Conference team was previously the road team; or (iii) in any state in which a Conference institution is located or within 200 miles of any state contiguous to a state in which a Conference institution is located.

(c) Term. The "Term" of this Agreement takes effect on July 1, 2005 and expires on June 30, 2011, unless earlier terminated and except for the various rights surviving said date as specified herein.

(d) Media Coverage. The rights granted herein to ESPN do not preclude Conference and its institutions from allowing coverage of the Events by traditional news media.

2. FOOTBALL

(a) Number of Games. During each football season during the Term, ESPN shall have the exclusive right and obligation to Distribute Programs (as those terms are defined below) of ten regular-season Conference-Controlled Football Games plus the CUSA Conference Championship Game (each a "Football Game"). Each regular-season

Football Game must be initially telecast live on either the ESPN or ESPN2 network, in ESPN's sole discretion. The Championship Football Game must be telecast on ESPN in 2005 and 2006 and in all other seasons of the Term, such telecast will be on either ESPN or ESPN2, in ESPN's sole discretion. ESPN also will have the right to distribute all Football Games on any one or more other ESPN distribution platforms other than the ESPNU network, simultaneously or otherwise.

(b) Scheduling. ESPN will have the first priority to select the Football Games to which it acquires rights hereunder from among all Conference-Controlled Football Games. Therefore, in respect of each football season during the Term:

(i) Conference and ESPN will actively and jointly develop each Conference schedule, with special attention to the scheduling of ESPN's Special-Date Games (as defined in subsection (ii) below). Conference will finalize its schedule on or before February 1 prior to each season. ESPN will finalize the selection of its Special-Date Games and any Saturday Games to be played in September and/or October on or before February 15 and will have the right but not the obligation to select its other Football Games by that date. Conference will not permit any other Secondary Distributor (as defined in subsection (v) below) to select or establish any priority claim to any Conference-Controlled Games prior to ESPN making such selections. Upon execution of this Agreement, Conference will submit to ESPN a list of all heretofore-scheduled non-conference games and neutral-site games to be played during the Term and will update such list as additional such games are scheduled.

(ii) Of the ten regular-season Football Games each season to which ESPN acquires rights hereunder, ESPN will have the right to have as many as four scheduled on Tuesday/Wednesday nights, four on Friday nights (including the Friday after Thanksgiving, but subject to the limitations in the following sentence), other Thursday nights (other than Thanksgiving) when there is adequate rest for both teams the prior week and otherwise subject to applicable Conference by-laws, and two on Labor Day weekend (Sunday and Monday) (the "Special-Date Game(s)"). Particular selections by ESPN of specific Special-Date Games on Fridays other than the day after Thanksgiving are subject to the approval of the applicable participating institutions. ESPN will have the right to cause Conference to schedule fewer than ten games in advance, pursuant to subsection (i). In such event, ESPN will have the right to select a maximum of two "floater" games per season from all Conference-Controlled Games scheduled on Saturdays in November, and such selections can be made by ESPN on as few as six days prior notice to the scheduled date of the applicable game. Any such "floater" game(s) selected by ESPN must be televised by ESPN on the Saturday originally scheduled by Conference. ESPN will give Conference not fewer than 12 days prior notice of any such "floater" game(s) it wishes to reserve the right to select. All regular-season games played on Saturdays or non-holidays can be designated by ESPN to start at between 11:00 a.m. Local Time ("LT") and 8:00 p.m. LT, except for Saturday and holiday games played in the Mountain Time

Zone which may start as early as 10:00 a.m. LT; non-holiday games played on days other than Saturdays can start at between 7:00 p.m. ET and 8:00 p.m. LT.

(iii) There are no limitations on the number of times any Conference institution can appear in the Conference-Controlled Games televised by ESPN, nor is ESPN required to select any minimum number of Conference institutions for such appearances.

(iv) ESPN will designate the date and starting time of the Championship Football Game after good-faith consultation with Conference by no later than the end of the first business day after Conference notifies ESPN that the site of the game has been determined. The Championship Football Game will be played on the same weekend as the major conference championship games are played (*i.e.*, presumably, the first weekend in December), on either Friday night at a starting time between 7:00 p.m. ET and 8:00 p.m. LT or Saturday at a starting time between 11 a.m. LT (except for games played in the Mountain Time Zone which may start as early as 10:00 a.m. LT) and 8:00 p.m. LT. ESPN will consider in good faith any request by Conference to lock-in a particular date and/or time in advance in connection with any opportunity for Conference to secure a neutral-site location for the Championship Football Game.

(v) All Conference-Controlled Games not selected for telecast by ESPN may be licensed for distribution by Conference to one or more third parties ("Secondary Distributor(s)"). There will be no telecasts by Secondary Distributors of any Conference-Controlled Game at any time during ESPN's initial telecast of a Conference-Controlled Game. All game selections by Secondary Distributors are subject to ESPN's rights pursuant to subsection (ii) above to modify its game selections on as few as six days notice.

(c) Signage. Without ESPN's prior written consent:

(i) No sign, billboard or other display (including "soccer-style" signage mounted on the playing surface or signage on any nets located in the end zone or elsewhere) or announcement for any product or service will be visible or heard at the site during ESPN's coverage of a football game except for permanent billboards affixed at the site for display at all events conducted there (*i.e.*, advertising intended for event spectators and not for the television audience);

(ii) No sign or banner of any sponsor, other than immovable, permanent signs or banners affixed to the stadium superstructure, that has not purchased national commercial time within the ESPN Program (as defined herein) will be placed anywhere at the site that could be depicted on ESPN game cameras during its production or distribution of any Program.

(iii) No sign, billboard or other display or public announcement for any competitor of ESPN including but not limited to any television network, distribution service or station, Internet service or portal or any other entity engaged

in a business competitive with any business engaged in by ESPN may be displayed at any stadium at which a game is played. Conference shall submit a list of its institutions' such proposed sponsors and any such Conference sponsors to ESPN for approval (and will endeavor to submit such list at least 30 days prior to the beginning of each season) and ESPN will advise Conference within 10 business days of receipt of Conference's notice of any prohibited sponsor conflicts.

3. MEN'S BASKETBALL

(a) Number of Games. During each basketball season during the Term, ESPN shall have the exclusive right and obligation to Distribute Programs of six regular-season Conference-Controlled Men's Basketball Games, plus the Men's Basketball Championship Game (each a "Men's Basketball Game"). Each Men's Basketball Game must be initially telecast live on either the ESPN or ESPN2 network, in ESPN's sole discretion. ESPN also will have the right to distribute all Basketball Games on any one or more other ESPN distribution platforms other than the ESPNU network, simultaneously or otherwise.

(b) Scheduling. ESPN will have the first priority to select the Men's Basketball Games to which it acquires rights hereunder from among all Conference-Controlled Men's Basketball Games. Therefore, in respect of each basketball season during the Term:

(i) Conference and ESPN will actively and jointly consult with each other prior to and during the process of creating each Conference schedule. Conference will provide ESPN with a schedule of games by no later than May 1 preceding the season. ESPN then will make its initial selection of its games and telecast times by no later than July 1. On or before July 1, ESPN also will designate the date and starting time for the Men's Basketball Championship Game after consultation with Conference, which will be played between Friday and Sunday on the same weekend as the other major conference tournaments, except that in 2006 and 2007, the Championship Game must be played on either Saturday or Sunday. ESPN also will have the first priority to any Conference-Controlled Games arranged thereafter (by ESPN or Conference) for the particular season, and may substitute any such subsequently-arranged Conference-Controlled Games for any of its previously-selected games. ESPN will have the right to designate the starting time of all of its regular-season games selected for telecast hereunder at between 11 a.m. LT (except for Mountain Time Zone games, which may start as early as 10:00 a.m. LT) and 9:30 p.m. LT. The starting time of the Men's Basketball Championship Game will be: on Friday, between 7:00 p.m. ET and 10:00 p.m. ET; on Saturday between 11:00 a.m. LT (except for Mountain Time Zone games, which may start as early as 10:00 a.m. LT) and 10:00 p.m. ET; or on Sunday between 11:00 a.m. LT (except for Mountain Time Zone games, which may start as early as 10:00 a.m. LT) and 3:15 p.m. ET.

(ii) All Conference-Controlled Games not selected by ESPN may be licensed for distribution by Conference to Secondary Distributors. There will be no

telecasts by the Secondary Distributors of any Conference-Controlled Game at any time during which ESPN is televising a Conference-Controlled Game.

(iii) There are no limitations on the number of times any Conference institution can appear in the Conference-Controlled Games televised by ESPN, nor is ESPN required to select any minimum number of Conference institutions for such appearances.

(c) Signage. ESPN and the affected member institution shall evenly divide all rotational signage that appears at any Conference-Controlled Game telecast by ESPN. ESPN's signage may be sold to advertisers or to promote any business of ESPN or The Walt Disney Company. For Games with no rotational signage, ESPN shall receive one banner at the scorer's table. ESPN will pay the costs of creating its rotational signs at an arena. No billboards or displays (including rotational signage) for any product or service competitive with ESPN or any of its affiliated companies, or signage for sponsors competitive with an ESPN advertiser, may be displayed at the site of a game. Conference shall submit a list of its institutions' such proposed sponsors and any such Conference sponsors to ESPN for approval (and will endeavor to submit such list at least 30 days prior to the beginning of each season) and ESPN will advise Conference within 10 business days of receipt of Conference's notice of any prohibited sponsor conflicts.

4. WOMEN'S BASKETBALL

(a) Number of Games. During each basketball season, ESPN shall have the exclusive right and obligation to Distribute Programs of three regular-season Conference-Controlled Women's Basketball Games, plus the Conference Women's Basketball Championship Game (each a "Women's Basketball Game"). Each Women's Basketball Game must be telecast live, at ESPN's option, on either ESPN or ESPN2 at a time and date selected by ESPN after consultation with Conference. ESPN also will have the right to distribute all Women's Basketball Games on any one or more other ESPN distribution platforms other than the ESPNU network, simultaneously or otherwise.

(b) Scheduling. Conference and ESPN will actively and jointly consult with each other prior to and during the process of creating each Conference schedule. Conference will provide ESPN with a schedule of Women's Basketball Games for each season as soon as possible, but in any event by no later than the May 1 preceding the season. ESPN will select its games and telecast times by no later than July 1. On or before July 1, ESPN also will designate the date and starting time for the Conference Women's Basketball Championship Game after consultation with Conference. ESPN will have the first priority among all distributors licensed by Conference to select its Games, also will have the first priority to any Conference-Controlled Games arranged thereafter (by ESPN or Conference) for the particular season, and may substitute any such subsequently-arranged Conference-Controlled Games for any of its previously-selected games. ESPN will have the right to designate the starting time of all of its regular-season Games for telecast at a time between 11 a.m. LT (except for Mountain Time Zone games, which may begin as early as 10:00 a.m. LT) and 9:30 p.m. LT. There are no limitations on the number of times any Conference institution can appear in the Conference-Controlled

Games televised by ESPN, nor is ESPN required to select any minimum number of Conference institutions for such appearances.

(c) Secondary Distributors. All games not selected by ESPN may be licensed for distribution by Conference to Secondary Distributors. There will be no telecasts by the Secondary Distributors of any game at any time during which ESPN is televising a game.

(d) Signage. ESPN and the affected member institution shall evenly divide all rotational signage that appears at any Conference-Controlled Game of such member institution that is telecast by ESPN. ESPN's signage may be sold to advertisers or to promote any business of ESPN or The Walt Disney Company. For Games with no rotational signage, ESPN shall receive one banner at the scorer's table. ESPN will pay the costs of creating its rotational signs at an arena. No billboards or displays (including rotational signage) for any product or service competitive with ESPN or any of its affiliated companies, or signage for sponsors competitive with an ESPN advertiser may be displayed at the site of a game. Conference shall submit a list of its institutions' such proposed sponsors and any such Conference sponsors to ESPN for approval (and will endeavor to submit such list at least 30 days prior to the beginning of each season) and ESPN will advise Conference within 10 business days of receipt of Conference's notice of any prohibited sponsor conflicts.

5. FINANCIAL TERMS

(a) Fees. In ESPN will pay Conference a total of \$21,900,000.00 during the Term, to be paid in yearly installments of \$3,650,000.00. Each yearly fee will be paid in four equal installments on or before July 1, October 1, January 1 and April 1 of the applicable year.

(b) Commercial Inventory. ESPN will provide Conference with the following commercial inventory, for use solely for the benefit of any title sponsor obtained by Conference of a Football Conference Championship Game, a Conference Tournament Championship Game or a Conference Women's Championship Game game telecast on ESPN (each a "Title Sponsor"):

(i) Eight (8), 30-second units in the initial telecast of Conference football championship game. ESPN does not guarantee exclusivity for the telecast to the Title Sponsor;

(ii) Six (6), 30-second units in the initial telecast of each of the Men's and Women's basketball tournament championship game telecasts. ESPN does not guarantee category exclusivity for the telecast to the Title Sponsor.

(iii) All Title Sponsors obtained by Conference and receiving on-air exposure as authorized hereunder shall be subject to ESPN's prior approval in its reasonable discretion. Conference shall submit its proposed sponsors to ESPN for approval, not to be unreasonably withheld (without limitation, liquor, gambling and tobacco sponsors are among the categories that ESPN may reasonably reject),

and will endeavor to do so reasonably in advance of the beginning of each season and ESPN will advise Conference within 10 business days of receipt of Conference's notice which of its proposed Title Sponsors have been approved. No Title Sponsor competitive with any of ESPN's businesses or the businesses of The Walt Disney Company will be approved. All Title Sponsor advertising shall be subject to ESPN's broadcast standards and practices.

(iv) ESPN agrees to refer to the Title Sponsor at all appropriate times during the applicable Program, if such Title Sponsor has been approved by ESPN pursuant to the foregoing subsections.

(c) Tickets. Conference will provide ESPN with the following choice complimentary tickets to each Event televised by ESPN:

(i) Football. 25 tickets to each regular-season game and 100 tickets to the Conference championship game. All tickets will be for seats located on the lower stadium level between the 30-yard lines. ESPN also will have the right to purchase a reasonable, mutually-agreed-upon number of tickets to any bowl game in which a Conference team participates.

(ii) Basketball. 25 tickets to each regular-season game and 50 tickets to the Men's and Women's Tournaments each year. All tickets will be for seats located in the lower arena level between the foul lines. ESPN also will have the right to purchase from any Conference institution that hosts an NCAA Tournament game a maximum of 20 tickets for each such game. In addition, Conference will make available for purchase by ESPN four tickets to each NCAA Final Four (men's and women's) during the Term for which a Conference member institution is a participant.

6. PRODUCTION

(a) Programs. ESPN will have the right (which will be exclusive except as provided in section 7(c) below) to produce audio, video and other material based on the Events, which ESPN may incorporate into one or more fully-produced television programs and otherwise utilize according to the terms of this Agreement (collectively, all such material is included in the definition of "Program(s)"). ESPN has complete control over the production and format of the Programs, including (without limitation) the right to determine the length of the Programs, to insert commercial and promotional announcements as it so chooses and, subject to the limitations of section 5(b), to title or re-title the Programs.

(b) Production Personnel. ESPN has complete authority over the selection of announcers, commentators, technical and other personnel utilized in connection with the Programs.

(c) Banners. ESPN will have the right to display its name and other trademarks on banners, its equipment and any platform or broadcasting booth used at the sites of the

Events in such a manner and at such locations as are readily visible to both the spectators at the venues and the viewers watching the Programs.

(d) Commercial Formats. All Programs are subject to ESPN's commercial formats for the applicable sport, which ESPN will supply to Conference on a game-by-game basis.

7. DISTRIBUTION

(a) Exclusive Rights. ESPN has the exclusive, perpetual right to distribute, transmit, exhibit, license, advertise, duplicate, promote, perform, telecast and otherwise exploit (collectively, "Distribute") the Programs and their constituent elements and any other material pertaining to the Events in ESPN's possession and control throughout the universe, by all means and media now known or subsequently developed, on a live and/or delayed basis, without limitation as to the number of uses. ESPN also has the right to make reproductions of the Programs and their constituent elements and to use, exhibit and deal with those reproductions in any manner or media whatsoever, including but not limited to the right to incorporate the Programs and/or their constituent elements into other works for commercial profit, but not in a manner that would constitute an endorsement of a third-party product or service.

(b) Ownership of Programs. ESPN will be the sole owner of the Programs and all of their constituent elements, including exclusive ownership of all copyrights in and to the Programs.

(c) License. ESPN hereby grants to the Conference and its member institutions a non-exclusive, royalty-free license in perpetuity to use footage from the Programs solely for education or non-commercial promotional purposes; recruitment of student-athletes, students or alumni and booster support; sports camps conducted by member institutions; coaches shows and other such programs and activities for said institutions and the Conference. ESPN also will approve on a case-by-case basis (such approval not to be unreasonably withheld) the use of footage from the Programs in locally-produced yearly highlight shows and other institutional products intended for commercial use. This license is subject to the exclusive rights granted to ESPN herein and Conference's and its member institutions' respective representations that they will do nothing that may adversely affect ESPN's rights hereunder. This license will survive the termination of this Agreement.

(d) Cut-Ins. With regard to telecasts by Conference member institutions (if any) i.e. telecasts other than those of Secondary Distributors, Conference will use commercially reasonable efforts to cause its member institutions to grant ESPN the right, at no additional rights fee or other cost, to cut-into, on a live or short-turnaround delayed basis, any and all such telecasts. ESPN can so cut-into any such game on an unlimited number of occasions, not exceeding five minutes of game clock time for any one game.

8. EVENT ARRANGEMENTS

(a) General Arrangements. Conference is solely responsible for all arrangements (including any compensation) with the owner of all game sites "Site(s)" for the staging of the Events and with all participants and any officials involved in the Events. Those arrangements must afford to ESPN all rights and consents required on contemplated with respect to ESPN's rights hereunder. Conference must consult and coordinate with ESPN's producer prior to each Event to integrate the Event format with ESPN's commercial format. The appointment and compensation of a liaison officer responsible for and cooperating in calling time-outs and other structured interruptions so that ESPN's commercial format is satisfied and commercial and promotional announcements are properly spaced will be consistent with past practices. Conference will use its best efforts to make available to ESPN such participants, officials and other persons connected with the Events as ESPN may request for purposes of interviews and discussion.

(b) ESPN Site Access. Conference shall provide, or cause the owner of any Site in which a football, basketball or any other game to be telecast by ESPN hereunder is played to provide, to ESPN without charge suitable space and locations, as ESPN may determine at the time of its advance technical survey of the site of each such game, for its announcers and for the installation and operation of all microphones, television cameras and related equipment to be used by ESPN in connection with the production of its Program of each game. Conference shall, or cause each Site to, assure the availability of such lighting and electrical power as is in place at each Site, all free of charge to ESPN. Conference shall, in addition, arrange and pay for any site surveys and additional lighting or electricity required by ESPN to produce a first-class television program of each game. ESPN shall have the right to install, maintain in and remove from each Site and the surrounding premises such wires, cables and equipment as may be necessary for the Program of the Event; but such facilities shall not substantially interfere with the use of the site or with any of the means of ingress or egress. ESPN shall have the right to bring into or adjacent to the site such equipment as it deems necessary for the Program of each Event including mobile units for the transportation of equipment and personnel. Employees and agents of ESPN shall be admitted to the site free of charge to the extent necessary to accomplish the Program of the Event and Conference will provide ESPN gratis with the necessary credentials for such purposes.

(c) Additional Access. Conference will provide mutually agreeable sites on campus member institutions for the use of various ESPN entities, including ESPN College GameDay and GameNight, ESPN Radio, ESPN.com, and ESPN Magazine tours at no charge. Conference will deliver in real time the output of scoring computers from all football and basketball games ("Statistics") to SportsTicker, SportsCenter and ESPNEWS at no charge, and will provide working space and credentials in the football press box or at the basketball scorer's table, as applicable, for ESPN's proprietary statistics service for the purpose of gathering game data in Conference-Controlled Games. The Statistics and video may be used by ESPN in all manner and means of media throughout the universe in perpetuity.

(d) Third-Party Site Access. ESPN consents to access to the Events by crews for local television stations for purposes of recording material for news stories, provided that: (i) at all times, ESPN has absolute first priority to camera and announcing positions, participants and all other services and facilities required, in ESPN's judgment, for its productions; (ii) such local news crews do not in any way interfere with ESPN's production; and (iii) the organizations sending such crews agree in writing that their use of material from the Events will be limited to no more than two minutes of the action or competition of the Events, will not be used earlier than the completion of ESPN's first distribution of the applicable Program in their television market nor later than one week following such completion and will not be provided to any regional or national network or newsfeed service.

(e) Music. The only music performed at the Events will be that music usually performed at such Events, e.g., music played over a public-address system. No music of the type normally included in entertainment programming will be played or performed at the Events.

9. FIRST NEGOTIATION/FIRST REFUSAL

(a) Negotiating Period. Conference shall negotiate exclusively with ESPN for a period of 30 days (the "Negotiating Period") commencing on a date selected by ESPN (but not later than April 1, 2010) with respect to the acquisition by ESPN for one or more years of rights to the package of Events set forth herein. It is of the essence of this Agreement that Conference offer ESPN the same package of rights set forth in this Agreement, and, should the parties not reach agreement, that the Conference make the exact same package of rights available to third parties.

(b) Offer/Reoffer Procedure. If ESPN and Conference have not reached an agreement by the end of the Negotiating Period, Conference shall make a written offer (the "Offer") within three days thereafter to ESPN of the monetary consideration on which it is willing to license such rights to ESPN. With the exception of monetary consideration, Conference's Offer shall not contain any terms or conditions which are different from those contained in this Agreement ("Nonconforming Terms") other than as permitted by section (d), below. If ESPN does not accept the Offer within fourteen days of its receipt by ESPN, Conference may then enter into an agreement with a third party with respect to the same package of events set forth herein, but not for monetary consideration less than that contained in the Offer without first offering to ESPN the same monetary terms as offered to the third party (the "Reoffer"). ESPN shall accept or reject a Reoffer by Conference no later than seven days from its receipt.

(c) Other Requirements. The foregoing is subject to the following conditions:

(i) Conference shall not discuss the rights contemplated under this section with any third party prior to the commencement of or during the Negotiating Period, and any discussion between Conference and third parties following the end of the Negotiating Period shall be held in accordance with the terms of this section;

(ii) ESPN shall not be required to negotiate with Conference concerning, or to consider any offer conditioned upon, ESPN's acquisition of rights to any event or properties other than rights to the events covered by this Agreement.

(iii) The parties shall act at all times in complete good faith consistent with the intent and spirit of this entire agreement.

(iv) The Offer required to be made by Conference pursuant to an agreement formed by ESPN's acceptance of an Offer under this section may include Nonconforming Terms; and

(v) In accepting of an Offer or Reoffer, ESPN shall not be required to comply with any term or condition that imposes on ESPN any obligation with which ESPN cannot comply because of impossibility or prior contractual commitment. ESPN shall notify Conference of any such terms or conditions as promptly as possible prior to acceptance.

10. CONFERENCE COMPOSITION

(a) Essential Institutions. The participation and availability for televised play of the following academic institutions shall be deemed to be of the essence of this Agreement: University of Texas El Paso, Rice University, University of Alabama-Birmingham, University of Tulsa, University of Southern Mississippi, Memphis University, Tulane University, University of Houston, Marshall University, University of Central Florida, East Carolina University and Southern Methodist University.

(b) Unavailability. If any Conference team leaves the Conference or is otherwise unavailable for televised play as authorized by this Agreement (in either case, "Unavailable") for any Season during the Term, then ESPN and Conference will negotiate in good faith after such Unavailability comes to ESPN's attention to determine appropriate adjustments to this Agreement. In such negotiations, the parties shall take into account, among all other relevant factors, any new members that are added to the Conference in replacement of the Unavailable members. If the parties cannot agree on the appropriate adjustments, then ESPN will have the right in its sole discretion to elect by the May 1 prior to the affected Season (unless such Unavailability occurs thereafter, in which case ESPN will have the right to make its election within 30 days after it is notified by Conference of the Unavailability) to reduce the rights fees hereunder in the same proportion as the number of Unavailable teams bears to 12. ESPN will also have the right at any such time to terminate this Agreement if the Conference has in any season fewer than ten member institutions that are NCAA Division I-A members and that are available for televised play as provided above. In addition, if additional institutions join the Conference (i.e., bringing the number of member institutions to 13 or more), then within 30 days after ESPN is notified by Conference to that effect, ESPN and Conference will engage in good-faith negotiations regarding potential increases to the rights fees due hereunder.

(c) Allocation. If a Conference team is Unavailable for one of either basketball or football, but not for both, solely for the purpose of calculating a rights fee reduction pursuant to this paragraph, 80% of the then-applicable rights fee shall be allocated to football and 20% to basketball.

11. PROMOTION AND PUBLICITY

ESPN, its sponsors and their respective advertising agencies and each television or other distribution system or service scheduled to distribute the Programs shall have the right and may grant to others the right to reproduce, print, publish or disseminate in any medium, the name and likeness and voice of each person appearing in or connected with the Programs and biographical material concerning such persons as well as the Conference's name, the name of the events, the names of the participating institutions, and the site of each such Event for purposes of trade or for advertising purposes, including but not limited to "institutional" advertising, the advertising or promotion of the television distribution of the Programs, ESPN's programming services, and in connection therewith the products or services of any sponsors thereof but not as a direct endorsement of any product or service.

12. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

(a) By Conference. Conference represents and warrants that it, on behalf of its member institutions: (i) has the right to enter into this Agreement, to bind its member institutions and to perform all of the obligations in this Agreement; (ii) it has all rights necessary to its grant of rights to ESPN in this Agreement; (iii) the rights ESPN has acquired, and its use of such rights, do not and will not infringe upon or violate the rights of any third party; (iv) it will do nothing, nor will it permit any Secondary Distributor, to interfere with or impair any of ESPN's rights in this Agreement; (v) the Events are and will be sanctioned by all sports organizations and/or authorities having jurisdiction over them, and the Events will be conducted according to all applicable rules and regulations of such organizations and/or authorities; (vi) a representative field of the top athletes in the applicable sport will participate in the Events; (vii) the Events will be staged and conducted on the dates and at the starting times and Sites scheduled by Conference and selected by ESPN according to the terms of this Agreement; and (viii) Conference will not authorize or permit any other exhibition or distribution of the Events by any medium in any manner or by any means whatsoever, or grant any rights inconsistent with the rights granted to ESPN by this Agreement.

(b) By ESPN. ESPN represents and warrants to Conference that it has the right to enter into and perform this Agreement.

(c) Mutual Indemnification. ESPN and the Conference shall each indemnify, defend and hold the other harmless from any and all claims, costs, liabilities, judgments, expenses or damages (including reasonable attorneys' fees) arising out of any breach or alleged breach of this Agreement or any representation made by it herein (including but not limited to any claim by a third party that the exercise of the rights of a party to this

Agreement in accordance with its conditions and limitations infringes that third party's rights).

13. MISCELLANEOUS

(a) Notices. All notices and other communications from either party to the other hereunder shall be in writing and shall be deemed received when delivered in person or five days after deposited in the United States mails, postage prepaid, certified or registered mail addressed to the other party at the address specified at the beginning of this Agreement, or at such other address as such other party may supply by written notice.

(b) Further Documentation. Each party hereto shall execute any and all further documents or amendments which either party hereto may deem necessary and proper to carry out the purposes of this Agreement.

(c) Entire Agreement. This Agreement contains the full and complete understanding among the parties hereto, supersedes all prior agreements and understandings, whether written or oral, pertaining thereto (including the letter agreement dated September 5, 2000) and cannot be modified except by a written instrument signed by each party hereto.

(d) Force Majeure. If the staging or coverage of any Event is prevented or cancelled due to any act of God, accident, labor dispute, fire, civil commotion, government action, inclement weather, failure of technical production or television equipment, terrorist act, act of war or for any other reason beyond the control of Conference or ESPN, then neither Conference nor ESPN will be obligated in any manner to the other with respect to the affected Event, including payment of any rights fees pertaining to that Event, but all other rights ESPN may have in this Agreement will remain in full force and effect. If, however, the Event should be postponed or delayed, then ESPN will have the right to elect to cover the Event on its rescheduled date according to all the terms of this Agreement or to not cover the rescheduled Event, in which case ESPN will not be obligated in any manner to Conference therefore, including payment of any rights fee, but all of ESPN's other rights in this Agreement will survive.

(e) Legal Disputes. This Agreement is to be governed by and construed in accordance with the laws of the State of New York, applicable to contracts entered into and to be fully performed therein. Each party hereby agrees that any dispute arising hereunder shall be resolved exclusively in a State or Federal court sitting in New York, New York, and each party hereby consents to jurisdiction and venue in any in any such court. In any legal proceeding brought by one party against the other, the prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and other costs of suit.

(f) No Assignment. Conference shall not assign any of its rights or obligations hereunder without the prior written consent of ESPN, and any purported assignment without such prior written consent, shall be null and void and of no force and effect.

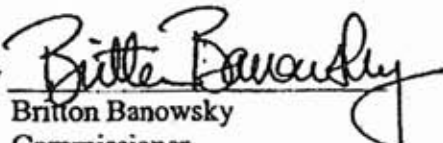
(g) Severability. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

(h) Board of Directors Approval. This Agreement is subject to the approval of the respective Boards of Directors of Conference and ESPN.

AGREED

CONFERENCE USA, INC.

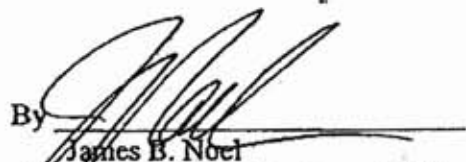
By


Britton Banowsky
Commissioner

AGREED

ESPN, INC.

By


James B. Noel
Vice President, Business Affairs
Programming