

Exhibit C

Prior Engagement Letter

**PERELLA
WEINBERG
PARTNERS**

PERELLA WEINBERG PARTNERS LP
767 FIFTH AVENUE
NEW YORK, NY 10153
PHONE: 212-287-3200
FAX: 212-287-3201

May 7, 2009

PERSONAL AND CONFIDENTIAL

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Attention: Glenn D. West

Hicks Sports Group LLC
100 Crescent Court, Suite 1200
Dallas, Texas 75201
Attention: Joseph B. Armes

Dear Glenn and Joe:

This letter agreement ("Agreement") confirms the terms under which Weil, Gotshal & Manges LLP ("WGM") has retained Perella Weinberg Partners LP (together with its affiliates, "Perella Weinberg Partners," "we" or "us") on behalf of Hicks Sports Group LLC (the "Company") to render financial advice in connection with WGM's representation of the Company. For purposes hereof, the term "Company" includes direct and indirect subsidiaries of the Company.

We have been retained on behalf of, and will report solely to, WGM notwithstanding that our fees and expenses will be paid by the Company as provided herein. The matters referred to in this letter constitute our "Engagement." This Agreement shall be effective as of March 1, 2009 ("Engagement Date").

1. Services to be Rendered. The financial advisory services provided by Perella Weinberg Partners shall include the following:

General Financial Advisory and Investment Banking Services. To the extent requested by WGM and/or the Company, we shall:

- (a) Familiarize ourselves with the business, operations, properties, financial condition and prospects of the Company;
- (b) Review the Company's financial condition and outlook;
- (c) Assist in the development of financial data and presentations to the Company's Board of Directors, various creditors, and other parties;

- (d) Analyze the Company's financial liquidity and evaluate alternatives to improve such liquidity;
- (e) Evaluate the Company's debt capacity and alternative capital structures;
- (f) Participate in negotiations among the Company and its creditors, suppliers, lessors and other interested parties with respect to any of the transactions contemplated by this Agreement;
- (g) Advise the Company and negotiate with lenders with respect to potential waivers or amendments of various credit facilities; and
- (h) Provide such other advisory services as are customarily provided in connection with the analysis and negotiation of any of the transactions contemplated by this Agreement, as requested and mutually agreed.

Restructuring Services. To the extent requested by WGM and/or the Company, we shall:

- (a) Analyze various Restructuring (as defined below) scenarios and the potential impact of these scenarios on the value of the Company and the recoveries of those stakeholders impacted by the Restructuring;
- (b) Provide strategic advice with regard to restructuring or refinancing the Company's obligations;
- (c) Provide financial advice and assistance to WGM and/or the Company in developing a Restructuring;
- (d) In connection therewith, provide financial advice and assistance to WGM and/or the Company in structuring any new securities to be issued under a Restructuring; and
- (e) Assist WGM and/or the Company and/or participate in negotiations with entities or groups affected by the Restructuring.

For purposes of this Agreement, (a) the term "Partial Restructuring" means a modification or restructuring of the Company's (i) Amended and Restated First Lien Credit and Guaranty Agreement, dated as of December 19, 2006, among HSGH, HSG, certain subsidiaries of HSG, as Guarantors, the lenders party thereto from time to time, JPMorgan Securities Inc., as Joint Lead Arranger, Joint Bookrunner and Co-Syndication Agent, Barclays Capital Inc., as Joint Lead Arranger and Joint Bookrunner, Barclays Bank PLC, as Co-Syndication Agent and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent (as amended, restated, amended and restated,

supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), and (ii) Second Lien Credit and Guaranty Agreement, dated as of December 19, 2006, among HSGH, HSG, certain subsidiaries of HSG, as Guarantors, the lenders party thereto from time to time, JPMorgan Securities Inc., as Joint Lead Arranger, Joint Bookrunner and Co-Syndication Agent, Barclays Capital Inc., as Joint Lead Arranger and Joint Bookrunner, Barclays Bank PLC, as Administrative Agent, Collateral Agent and Co-Syndication Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”, and together with the First Lien Credit Agreement, collectively, the “Credit Agreements”) that requires consent of 51% the Lenders (as defined in the Credit Agreement) and (b) the term “Total Restructuring” means a modification or restructuring of the Company’s Credit Agreements that requires consent of 100% of the Lenders (as defined in the Credit Agreement) (collectively or individually, a Partial Restructuring or Total Restructuring are referred to herein as a “Restructuring”).

Generally. Notwithstanding anything contained in this Agreement to the contrary, we shall have no responsibility for designing or implementing any initiatives to improve the Company’s operations, profitability, cash management or liquidity or to provide any fairness, valuation or solvency opinions or to make any independent evaluation or appraisal of any assets or liabilities of the Company or any other party. We make no representations or warranties about the Company’s ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Restructuring. We are retained under this Agreement solely to provide advice and services regarding the transactions contemplated by this Agreement. Our Engagement does not encompass providing “crises management.”

The advisory services and compensation arrangements set forth in this Agreement do not encompass other investment banking services or transactions that may be undertaken by us at the request of WGM or the Company, or any other specific services not set forth in this Agreement. The terms and conditions of such investment banking services, including compensation and arrangements, would be set forth in a separate written agreement between us and the Company or WGM, as the case may be.

2. Compensation. As compensation for our services, the Company agrees to pay us in cash, by wire transfer of immediately available funds when due, the following fees (individually or collectively, “Fees”):

(a) a monthly financial advisory fee of \$175,000, commencing on the Engagement Date and payable in advance on each monthly anniversary of the Engagement Date (the “Monthly Fee”); plus

(b) a one-time restructuring fee in the amount of \$975,000, payable promptly upon consummation of the first to occur of a Partial Restructuring or a Total Restructuring (the “Partial Restructuring Fee”); plus

(c) a one-time total restructuring fee in an amount equal to the greater of (i) \$2,925,000, less fifty percent (50%) of the Monthly Fees earned after September 1, 2009, or (ii) \$2,000,000, payable promptly upon consummation of a Total Restructuring (the "Total Restructuring Fee").

3. Expenses. In addition to our fees for professional services, the Company agrees that it will promptly reimburse us for all of our reasonable expenses incurred in connection with this Engagement ("Expenses"), (including, but not limited to, professional and legal fees, charges and disbursements of our legal counsel, any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in this letter, travel and hotel expenses, printing costs, data processing and communication charges, research expenses and courier and postage services); provided that, in no event shall these Expenses exceed an average of \$15,000 per month without the Company's consent (not to be unreasonably withheld or delayed); and further provided that, we will use our reasonable efforts to avail ourselves of the Company's outside legal counsel, WGM, unless the legal advice sought by us pertains to (i) our own legal obligations or rights under this Agreement or (ii) an issue that could give rise to a conflict of interest between us. The Company's obligation to reimburse expenses incurred by us in connection with the Engagement will survive the completion or termination of the Engagement.

4. Indemnification. The Company acknowledges that we have been retained hereunder solely as an independent contractor and that nothing in this Agreement or the nature of our services shall be deemed to create a fiduciary or agency relationship between us and WGM or the Company or its equity holder(s), employees or creditors. In order to induce us to accept the Engagement, the Company agrees to the indemnity, exculpation provisions and other matters set forth in Annex A, which forms a part of and is incorporated by reference into the Agreement. Prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in Annex A, the Company will notify us in writing thereof (if not previously so notified) and, if requested by us, shall arrange in connection therewith alternative means of providing for the obligations of the Company set forth in Annex A, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case, in an amount and upon terms and conditions reasonably satisfactory to us and the Company. The terms and provisions of this Section 4 and of Annex A shall survive the completion or termination of the Engagement.

5. Expertise. The Company acknowledges and agrees that Perella Weinberg Partners' restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of our Engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the

ultimate benefit to the Company of our services hereunder could not be measured merely by reference to the number of hours to be expended by our professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of us and our professionals hereunder over the life of the Engagement, and in light of the fact that such commitment may foreclose other opportunities for us and that the actual time and commitment required of us and our professionals to perform their services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues which we may be required to address in the performance of our services hereunder, our commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for our services for engagements of this nature in an out-of-court context, the Company agrees that all of the fee arrangements specified herein are commercially reasonable.

6. Information; Cooperation. In connection with the Engagement, the Company will provide us with access to the Company's officers, directors, employees, accountants, legal advisors, and other representatives (collectively, "Representatives"), and will furnish us and cause its Representatives to furnish us with such information as we believe appropriate for the Engagement (all such information so furnished being the "Information"). The Company recognizes and confirms that we (i) will use and rely primarily on the Information and on information available from generally recognized public sources in performing its services without having independently verified the same and (ii) do not assume responsibility for the accuracy or completeness of the Information and such other information. The information to be furnished by the Company and its Representatives, when delivered, will be true and correct in all material respects and will not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. The Company will promptly notify us if it learns of any material inaccuracy or misstatement in, or material omission from, any Information theretofore delivered to us.

The Company agrees to cooperate with us in the performance of its services under this Agreement and shall provide us with timely access to and use of personnel, facilities, equipment, data and information to the extent necessary to permit us to perform services under this Agreement. In order to coordinate effectively the Company's and our activities to effect a Restructuring, or other transaction, the Company will promptly inform us of any pending or future discussions, negotiations or inquiries regarding a possible Restructuring (including any such discussions, negotiations or inquiries that have occurred in the six-month period prior to the date of this Agreement).

7. Work Product. All documents, materials or information of any kind created by us in connection with this engagement, including, without limitation, any written reports, memoranda, analyses, work papers or status summaries, whether or not delivered to WGM or the Company, are work product (collectively, "Work Product"). All Work Product shall be owned and maintained by us. The Company agrees not to use

any Work Product except in connection with any transaction contemplated by this Agreement or otherwise within the scope of the Engagement, and not for any other purpose. Our Work Product may not be relied upon by any other person including, but not limited to, any security holder, or employee or creditor of the Company, and may not be used or relied upon for any other purpose. The Company may not publicly disclose, summarize, excerpt from or otherwise refer to any Work Product rendered by us, whether formal or informal, without our prior written consent.

8. Confidentiality. The Company may not publicly disclose, summarize, excerpt from or otherwise refer to any advice rendered by us, whether formal or informal, without our prior written consent. In addition, the Company may not refer to the terms of our Engagement without our prior written consent. The Company's obligations under this section will survive the completion or termination of the Engagement.

We will not be providing WGM or the Company with, and WGM and the Company will not look to us for, tax, legal, accounting or other similar advice and we agree that nothing in this Agreement is intended to impose any conditions of confidentiality within the meaning of Section 6111 of the Internal Revenue Code of 1986, as amended, or US Treasury Regulation Section 1.6011-4. WGM and the Company may disclose to any and all persons, without limitation of any kind, the United States tax treatment (federal, state and local) and tax structure of any transaction and all materials of any kind relating to such tax treatment and tax structure.

9. Termination. Our services hereunder may be terminated upon 10 days written notice with or without cause by the Company or by us at any time, in either case, without liability or continuing obligation to WGM, to the Company or to us. No termination of our Engagement or this Agreement shall modify or affect (i) the Company's obligation to pay our Fees and to pay or reimburse Expenses through the effective date of termination under Sections 2 and 3 of this Agreement, respectively, and (ii) the Company's obligations under Sections 4, 7, 8, 9, 13, 15 and 16, all of which shall survive the termination of our Engagement; provided, however, that in the case of termination by the Company, we shall be entitled to be paid the full amount of our Fees if, within one year of such termination (the "Tail Period"), (x) any Restructuring is effected, or (y) the Company agrees to a Restructuring which is subsequently effected, at any time.

10. Other Perella Weinberg Partners Activities. Perella Weinberg Partners is a financial services firm engaged directly and through its affiliates in investment banking, financial advisory services, investment management, asset management and other advisory services and sponsors special purpose acquisition vehicles. WGM and the Company understand and acknowledge that in performing the Engagement we will not be under any duty to disclose to WGM or the Company, or use for the benefit of WGM or the Company, any confidential or non-public information obtained by us or our affiliates in the course of providing services to any other person or engaging in any other transaction (including as principal) or business activities.

11. Governing Law. All aspects of the relationship created by this Agreement (including Annex A) shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely in such State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan of the City of New York, to whose jurisdiction WGM and the Company hereby irrevocably submit. WGM and the Company hereby irrevocably waive any defense or objection to the New York forum designated above. Perella Weinberg Partners and the Company (on its own behalf and, to the extent permitted by law, on behalf of its equity holders) waive all right to trial by jury in any action, suit, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the Engagement or the performance by us of the services contemplated by this Agreement.

12. Assignment; Severability. No party hereto may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other parties, such consent not to be unreasonably withheld. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable by a court of competent jurisdiction (not subject to further appeal), then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Public Announcements. The Company acknowledges that we may, at our option and expense and after public announcement of a Restructuring, place announcements and advertisements or otherwise publicize such Restructuring and our role in it (which may include the reproduction of the Company's logo and a hyperlink to the Company's website) on our internet website and in such financial and other newspapers and journals as we may choose, stating that we acted as financial advisor to the Company in connection with the Restructuring, subject to the Company's prior approval (not to be unreasonably withheld or delayed).

14. Regulation Relating to Client Identification. Federal law and regulations require financial institutions to obtain, verify and record information that identifies each person with whom they do business prior to doing such business and to provide reasonable notice to such persons that the financial institution is verifying such person's identity. Accordingly, WGM and the Company will provide us, as necessary and upon request, certain identifying information, including, but not limited to, a government-issued identification number (e.g., a U.S. taxpayer identification number) and certain other information or documents necessary to verify WGM and the Company's identity, such as certified corporate documentation, partnership agreement or trust instrument.

15. Co-Advisors. It is understood that no Indemnified Person, as defined herein in Annex A, shall have any responsibility or liability to WGM or the Company or their affiliates or any other party in connection with the advice, opinions or actions of any other advisors engaged by WGM or the Company, and further, no

Indemnified Person or any such other advisor shall have any responsibility or liability to each other in connection with the advice or opinions rendered by such party in connection with the Engagement.

16. Limitation on Actions. No action, regardless of form, arising out of or relating to the Engagement, may be brought by the Company or us more than one year after the cause of action has accrued. For purposes of clarity, WGM has entered into this Agreement solely for the purpose of engaging us on the Company's behalf. WGM shall incur no liability to any party by entering into this Agreement, shall in no event be liable for any amount payable to us pursuant to this Agreement including any Fees or otherwise pursuant to Section 2 or any Expenses or otherwise pursuant to Section 3, and shall have no obligation to indemnify any party to this Agreement.


17. Entire Agreement; Amendments. This Agreement, including Annex A, constitutes the entire agreement among us, WGM and the Company with respect to the Engagement and supersedes all other oral and written representations, understandings or agreements relating to this Engagement. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

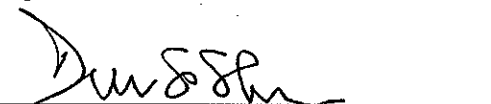
The Company acknowledges its agreement with the terms stated herein, and acknowledges that it has reviewed and agreed to be bound by the terms of this Agreement. The Company represents and acknowledges that it has all requisite power and authority to enter into this Agreement, on behalf of itself and on behalf of each of its subsidiaries, and has been duly and validly authorized to do so, as evidenced by the Company's signature below. The Company also has authorized WGM to enter into this Agreement as its legal counsel. Facsimile signatures shall be deemed original, binding signatures.

We are delighted to accept the Engagement and look forward to working with WGM and the Company on this assignment. Please confirm each of your agreement to the foregoing by signing and returning to us the enclosed duplicate of this letter.

Very truly yours,

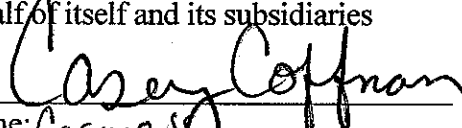
PERELLA WEINBERG PARTNERS LP

By: 
Michael A. Kramer
Partner

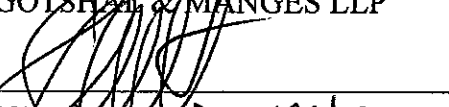
By: 
Derron S. Slonecker
Partner

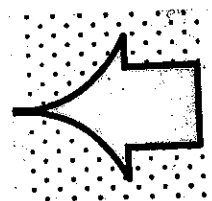
Agreed and accepted as of
the date set forth above:

HICKS SPORTS GROUP LLC,
on behalf of itself and its subsidiaries

By: 
Name: Casey Coffman
Title: COO

WEIL GOTTSAL & MANGES LLP

By: 
Name: Jorenn D. West
Title: Partner



Annex A

The Company agrees to indemnify and hold harmless Perella Weinberg Partners and its affiliates and its and their respective officers, directors, partners, members, employees, consultants and agents and each other person, if any, controlling Perella Weinberg Partners or any of its affiliates (Perella Weinberg Partners and each such other person being an "Indemnified Person") from and against any losses, claims, damages or liabilities related to, or arising out of or in connection with our engagement or any matter referred to in the Agreement to which this indemnity is annexed (the "Engagement"), and will reimburse each Indemnified Person for all reasonable expenses (including fees, charges and disbursements of counsel) as they are incurred in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation or proceeding related to, arising out of or in connection with the Engagement, whether or not pending or threatened and whether or not any Indemnified Person is a party; provided, however, that the Company will not be responsible for any losses, claims, damages or liabilities (or expenses relating thereto) that are finally judicially determined to have resulted from the gross negligence or willful misconduct of any Indemnified Person. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the Engagement, except for any such liability for losses, claims, damages or liabilities incurred by the Company that are finally judicially determined to have resulted from the gross negligence or willful misconduct of such Indemnified Person.

The Company, or any of its affiliates, will not, without Perella Weinberg Partners' prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding in respect of which indemnification, reimbursement or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) unless such settlement, compromise, consent or termination includes a full release of each Indemnified Person from any and all liabilities arising out of such action, claim, suit, investigation or proceeding. No Indemnified Person seeking indemnification, reimbursement or contribution under this Annex A will, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, claim, suit, investigation or proceeding referred to in the preceding paragraph.

If the indemnification provided for in the first paragraph of this Annex A is judicially determined to be unavailable (other than in accordance with the terms hereof) to an Indemnified Person in respect of any losses, claims, damages or liabilities referred to herein, then, in lieu of indemnifying such Indemnified Person hereunder, the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (a) in such proportion as is appropriate to reflect the relative benefits to Perella Weinberg Partners, on the one hand, and the Company, on the other hand, of the Engagement or (b) if the allocation provided by clause (a) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a) but also the relative fault of each of Perella Weinberg Partners and the Company, as well as any other relevant equitable considerations; provided, however, in no event shall Perella Weinberg Partners' aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Perella Weinberg Partners under this letter. For the purposes of this Annex A, the relative benefits to Perella Weinberg Partners and the Company of the Engagement shall be deemed to be in the same proportion as (i) the fees paid or to be paid to Perella Weinberg Partners under this letter, bears to (ii) the total value paid or contemplated to be paid to or received or contemplated to be received by the Company or its stockholders, as the case may be, in the transaction or transactions that are the subject of the Engagement, whether or not any such transaction is consummated.