

Exhibit B

John H. Raleigh
Chief Legal Officer

Learfield

December 27, 2018

By Electronic Delivery
Makan Delrahim, Esq.
Assistant Attorney General
United States Department of Justice
Antitrust Division
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

Re: Learfield Communications / IMG College

SUBJECT TO FRE 408

Dear Makan:

We hereby firmly commit to implement the following changes immediately upon closing:

1. IMG College and Learfield will irrevocably waive all non-compete, non-solicitation, and non-interference provisions in current employee agreements for (i) all IMG College employees and (ii) property-level Learfield employees.
2. IMG College and Learfield will irrevocably waive all non-solicitation/non-interference provisions in current MMR agreements that prohibit schools from hiring IMG College or Learfield property-level employees.
3. IMG College and Learfield will irrevocably waive any exclusive negotiating periods ("rights of first negotiation") during which a school is prohibited from negotiating with third parties regarding its MMR included in current MMR agreements.
4. IMG College and Learfield will irrevocably waive, to the extent they exist, any rights to match subsequent offers received by schools ("rights of first refusal") contained in current MMR agreements.
5. IMG College and Learfield will irrevocably grant Group of Five schools the right to trigger a market assessment ("Market Check") of the financial terms of the then-remaining term of the school's current MMR agreement with IMG College or Learfield after 70% of the contract's duration has completed.

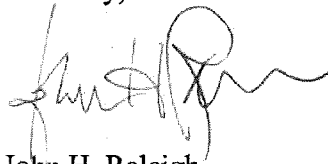
As discussed with the Division, IMG College and Learfield will implement the following irrevocable changes immediately upon closing through the following mechanisms:

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1. IMG College and Learfield will send irrevocable waiver notices to current IMG College and property-level Learfield employees waiving all non-compete, non-solicitation, and non-interference provisions in their current employment agreements.
2. IMG College and Learfield will enter into an Agreement Regarding Waiver of Rights between IMG College, LLC, Learfield Communications, LLC, Atairos Group, Inc., and WME Entertainment Parent, LLC (the "Waiver Agreement") that irrevocably waives compliance with the restrictive covenants listed above. The Waiver Agreement ensures that schools are able to enforce these commitments by making schools third party beneficiaries to this agreement.
3. IMG College and Learfield will enter into an Agreement Regarding Unilateral Grant of "Market Check" between IMG College, LLC, Learfield Communications, LLC, Atairos Group, Inc., and WME Entertainment Parent, LLC (the "Market Check Agreement") that irrevocably bestows the right of a market assessment to Group of Five schools, as described on page 1 of this letter. The Market Check Agreement ensures that schools are able to enforce this right by making schools third party beneficiaries to this agreement.
4. IMG College and Learfield will send irrevocable waiver notices to schools to notify them of the waived provisions in their current MMR agreements.
5. IMG College and Learfield will send irrevocable notices to current Group of Five schools to notify them of their right to a Market Check.

Please don't hesitate to reach out if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Raleigh", with a stylized flourish at the end.

John H. Raleigh