

**UNITED STATES DISTRICT COURT
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION**

IN THE MATTER OF:
Vulcan Sports Media, Inc., d/b/a The Sporting News

**SETTLEMENT AGREEMENT
AND RELEASE OF CLAIM
TO PROPERTY**

Vulcan Sports Media, Inc. d/b/a The Sporting News (hereinafter referred to as "TSN"), by TSN's undersigned attorney, pursuant to board of directors' authority granted its chief executive officer or duly-authorized officers, as evidenced by "Attachment A," attached and incorporated herein by reference, and the United States Department of Justice and the United States Attorney's Office for the Eastern District of Missouri (hereinafter, the "United States") enter into this Settlement Agreement and Release of Claim to Property (the "Agreement").

1. TSN (a) shall present, at the time it executes this Agreement to a Special Agent of the Federal Bureau of Investigation - St. Louis Division (hereinafter, the "FBI") who has been working together with Special Agents of the Internal Revenue Service - Criminal Investigation Division, TSN's cashier's check immediately payable to the United States Marshals Service in the amount of Four Million Two Hundred Thousand U.S. Dollars (\$4,200,000.00); (b) shall relinquish all rights to the funds represented by the check; and (c) TSN shall not then or thereafter contest the forfeiture of those funds to the United States.

2. The FBI shall immediately seize the funds the check represents and implement uncontested administrative forfeiture proceedings against those funds, with the cashier's check being immediately deposited into an appropriate U.S. Marshals Service holding account until the

administrative forfeiture is finalized, at which time the funds will be deposited into one or more appropriate United States forfeiture funds, pursuant to the law, for use or distribution in accordance with law.

3. The above-described payment and forfeiture to the United States constitutes a full and complete settlement and adjustment of the differences of the parties to this Agreement regarding the forfeitability, and amount of forfeitable funds, resulting from the conduct of TSN involving TSN's processing of payments received from or attributable to promoting, inducing, procuring aiding and abetting offshore gambling enterprises conducting, in whole or part, on-line and other sportsbookmaking and casino-type gambling activities in the United States in violation of federal law. TSN's conduct upon which this forfeiture rests occurred between approximately Spring 2000, and December 2003, in the Eastern District of Missouri, and elsewhere. In particular, the United States alleges that on or about and after Spring, 2000, until approximately December 2003, TSN conducted a print, Internet and radio advertising business which affected interstate and foreign commerce and involved the transmission and receipt of funds that TSN knew, or should have known, were derived from criminal offenses, or funds intended to be used to promote or support unlawful activity, including violations of the Federal Wire Wager Act, of federal wagering excise tax laws, and of various states' statutes and municipal laws prohibiting gambling, either outright or absent regulation, licensing and/or taxation by the particular states and municipalities. These repeated alleged violations of Title 18, United States Code, Sections 2, 1084, 1956, 1960, and 1962, inter alia, produced revenues and profits to TSN. The United States will move for the forfeiture of these funds as being proceeds involved in criminal conduct and forfeitable to the United States pursuant to federal law, including Title 18, United States Code, Section 981, et seq., Section 1963, and related regulations, and TSN shall not contest this

forfeiture. These funds are represented in full by (a) the Four Million Two Hundred Thousand U.S. Dollars (\$4,200,000.00) payment described above, the forfeiture of which to the United States is the object of all parties to this Agreement, and (b) as substitute assets, TSN's voluntary Three Million Dollar (\$3,000,000.00) public service advertising campaign (described below, at paragraph 5). The United States and TSN agree to the mutual release of all non-tax civil claims and defenses the parties might otherwise have asserted in administrative or judicial forfeiture proceedings based upon the conduct described herein. Nothing in this Agreement is intended to limit any defenses that TSN or its successor entity, if any, may have in any other proceedings.

4. TSN expressly agrees that it shall not, through attorneys, directors, agents, officers, employees or otherwise, make any public statement in any public forum contradicting paragraph 3 of the Agreement, except in connection with the defenses of any subsequent legal or administrative proceedings. Any such contradictory public statement by TSN or its attorneys, directors, agents, officers, employees or otherwise shall constitute a breach of this Agreement and the United States would then not be bound to limit its forfeiture proceedings based upon TSN's conduct described above, at paragraph 3, to the sums described in that paragraph, nor would the United States have any obligation to return all or part of the forfeited funds. Upon the United States' notifying TSN of a public statement by any such person that in whole or part contradicts a statement of fact contained in this Agreement, TSN may avoid a breach of this Agreement by publicly repudiating such statement within 48 hours after notification by the United States.

5. The United States Attorney's Office for the Eastern District of Missouri has determined that since it formally notified TSN of the United States' intent to forfeit funds, TSN has approached the issues raised by that notice in a laudable, cooperative and conciliatory manner

and has assisted in, and promised to continue to assist in, investigations conducted by the United States and its law enforcement agencies. Moreover, of its own accord, TSN has volunteered to and agreed that it shall: (a) provide to the United States audience for TSN's print, Internet and radio advertising a three (3) year-long campaign of public service advertising to inform and educate said audience that offshore/foreign gambling enterprises conducting, in whole or part, online or telephonic sportsbookmaking and casino-type gambling activities in the United States violate federal and state laws, as do United States-based gamblers using those wagering services; (b) design and implement said advertising campaign using professional, experienced TSN advertising/marketing staff having the same purpose of maximizing exposure, effectiveness and efficiency of advertising as is customarily employed by TSN for its most valued advertising clients; and (c) ensure that it provides advertising in this campaign having a fair market value of at least one million dollars per year for three consecutive years, beginning no later than January 16, 2006, and calculated (excluding creative services) at TSN's standard book rate offered to and paid by its most valued advertising clients, with the advertising to be aired, printed and placed among TSN media, and at times, to most effectively conduct this three-year campaign, using TSN's best professional efforts to inform relevant demographic groups and to deter illegal activity, in the same fashion as if TSN was being paid by its most valued advertising clients. TSN will provide to the United States at the end of each of the three years of this campaign a written summary and accounting of its efforts. Any successor entity to TSN shall fulfill any portion of this Agreement's public service advertising commitment that has not been completed as of the date the successor entity acquires TSN. Failure by any successor entity to fulfill this commitment will result in breach of this Agreement.

6. TSN agrees that it shall: (a) provide to the United States, on request, and in accordance with applicable laws and pursuant to presentation of proper legal process, any relevant non-privileged testimony, documents, electronic data or other object in its possession, custody or control concerning any matters pertaining to possible criminal violations involving: Transmission of Wagering Information, Unlicensed Money Transmitting Business, Racketeer-Influenced Corrupt Organization activity, the Bank Secrecy Act, or the evasion and/or accurate determination, assessment and collection of federal wagering excise and/or federal income tax(es). TSN shall (a) whenever such data is in electronic format, provide access to such data and assistance in operating computer and other equipment as necessary to retrieve the data; and (b) completely, fully and timely comply with all legal obligations, record keeping and reporting requirements imposed upon it by federal statutes and implementing regulations.

7. The United States agrees that TSN shall be released from all presently known to the United States criminal and civil liability in the Eastern District of Missouri arising from the conduct described in paragraph 3 herein. The United States has verified that none of the Districts throughout the United States will pursue any action against TSN for the conduct described in paragraph 3 herein. Should the United States determine that TSN committed (a) any federal crime not described by the conduct alleged in paragraph 3, above, or (b) any federal crime alleged in paragraph 3 but outside the time period set out therein, or (c) any federal crime not entirely and presently revealed to the United States by evidence now in its possession as a result of the investigation resulting in the forfeiture described herein, then TSN shall in the sole discretion of the United States thereafter be subject to prosecution for, and/or to forfeitures based upon, any federal crimes of which the United States has knowledge, excluding forfeitures based upon the conduct described in paragraph 3 above. Nothing in this Agreement limits the criminal

and/or forfeiture liability of any natural person for any criminal act committed at any time. The United States presently has no information, beyond the information alleged in paragraph 3, above, of conduct by TSN that it would construe as a violation of federal law, beyond that paragraph's allegations.

8. This Agreement is binding on TSN, any successor entity, and the United States, but, except as noted in paragraph 7 above, specifically does not bind any other federal agencies, or any other state or local authorities, although the United States will bring its assessment of any cooperation of TSN and its compliance with obligations under this Agreement to the attention of the state or local prosecuting offices or regulatory agencies, if requested in writing by TSN, or its attorneys. The government will not seek forfeiture of additional funds from TSN based on the conduct alleged in paragraph 3, provided that TSN satisfies its obligations under this Agreement.

9. This Agreement does not relate to or cover any criminal conduct or forfeiture liability by any entity or natural person other than TSN's conduct or liability expressly described herein.

10. The parties agree that upon its signing by all parties, through representatives indicated below, this Agreement shall be made public; however, due to on-going federal criminal and forfeiture investigations relating to persons and entities not described in this Agreement, identities and details of such persons' and entities' conduct will not be publicly released by any of the parties, unless pursuant to court order or by the United States publicly filing and conducting criminal and/or forfeiture proceedings, or entering into other settlement Agreement(s).

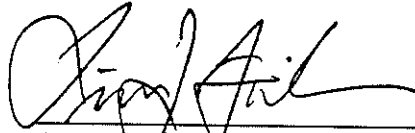
11. This Agreement sets forth all the terms of the Settlement Agreement and Release of Claim to Property between TSN and the United States. No promises, agreements, or conditions

have been entered into other than those expressly set forth in this Agreement and none shall be physically attached to this Agreement. This Agreement supersedes any prior promises, agreements or conditions between TSN and the United States concerning the specific matters and events described herein.

ACKNOWLEDGMENTS

I, Tim J. Filer, the duly-authorized representative of TSN hereby expressly acknowledge the following: (1) that I have discussed this Agreement with the client; (2) that I have fully explained each one of its terms to such client (3) that I have fully answered each and every question put to me by my client regarding the Agreement; and (4) that I believe my client completely understands all of the Agreement's terms.

1/17/06
Date



Attorney for Vulcan Sports Media, Inc.,
d/b/a, The Sporting News

ON BEHALF OF THE GOVERNMENT

United States Attorney's Office for the
Eastern District of Missouri

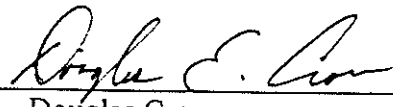
CATHERINE L. HANAWAY
United States Attorney

1/19/06
Date

By: 

MICHAEL K. FAGAN
Assistant United States Attorney

United States Department of Justice
Criminal Division
Organized Crime and Racketeering Section

By: 

Douglas Crow
Deputy Chief

VULCAN SPORTS MEDIA, INC.

UNANIMOUS WRITTEN CONSENT IN LIEU OF A
MEETING OF THE BOARD OF DIRECTORS

January 13, 2006

The undersigned, being all of the members of the Board of Directors of Vulcan Sports Media, Inc., a Delaware corporation (the "Corporation"), and acting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware, as amended, do hereby unanimously consent in writing to the adoption of the following resolutions and agree that such resolutions shall have the same effect as if duly adopted at a meeting of the Board of Directors called and held for such purpose:

Execution and Implementation of Settlement Agreement and Release to Claim to Property

WHEREAS, the United States Attorney's Office for the Eastern District of Missouri and the United States Department of Justice have proposed that the Corporation enter into a Settlement Agreement and Release of Claim to Property (the "Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Board believes that it is in the best interest of the Corporation to enter into the Agreement and implement the terms and conditions contained therein; and

WHEREAS, the Board has discussed the Agreement with counsel, had all of its questions regarding the Agreement answered and completely understands all of the Agreement's terms.

NOW, THEREFORE, BE IT RESOLVED, that the foregoing actions being deemed advisable and in the best interests of the Corporation, the terms and conditions of the Agreement are hereby authorized and approved in all respects; and it is further

RESOLVED, that the officers of the Corporation or any person authorized thereby, acting singly, be, and hereby is, authorized on behalf of the Corporation to execute and deliver, in the name and on behalf of the Corporation, the Agreement with such changes, revisions and amendments thereto as such person determines to be necessary and appropriate, the execution and delivery thereof to evidence such necessity and appropriateness; and it is further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to execute, deliver and file in the name and on behalf of the Corporation, such other agreements, documents, instruments, certificates, or undertakings, including without limitation, any instructions or filings with any governmental agencies or foreign agencies, containing such terms and conditions, setting forth such rights and obligations and otherwise addressing or dealing with such subjects or matters determined to be necessary, advisable or appropriate by the officer executing the same to effectuate the transactions contemplated in the Agreement and the intent and purposes reasonably contemplated or implied by this resolution and each of the

foregoing resolutions, the execution thereof by such officer to be conclusive evidence of such determination; and be it further

RESOLVED, that any officer be, and each of them hereby is, authorized to do such other acts and deeds as are necessary, advisable or appropriate to effectuate the transactions contemplated in the Agreement and the other agreements, documents, instruments, certificates, or undertakings referred to in the preceding resolution and the intent and purposes reasonably contemplated or implied by this resolution and each of the foregoing resolutions; and be it further

RESOLVED, that any officer be, and each of them hereby is, authorized, in the name and on behalf of the Corporation, to pay any and all fees as are necessary, advisable or appropriate to effectuate the transactions contemplated by the Agreement and the intent and purposes of this resolution and each of the foregoing resolutions; and be it further

RESOLVED, that the Corporation be, and it hereby is, authorized to perform fully its obligations under the Agreement and those other agreements, documents, instruments, certificates, or undertakings referred to in the foregoing resolutions and to engage, without limitation, in such other transactions, arrangements or activities as are reasonably related or incident to or which may serve to facilitate or enhance the benefit of the Corporation under the Agreement and such other agreements, documents, instruments, certificates, or undertakings.

Omnibus Resolution

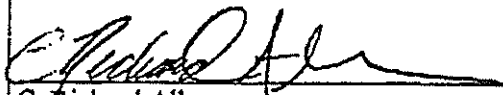
RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, on behalf of the Corporation, authorized and directed, to take, or cause to be taken, any and all actions to execute and deliver any and all agreements, certificates, assignments, instruments or other documents and to do any and all things that, in the judgment of such officer or officers, may be necessary or advisable to effectuate the foregoing resolutions, and all such actions taken in the past are hereby ratified, confirmed and approved, such execution and delivery by any such officer or officers of any such agreement, certificate, assignment, instrument or other document or the doing by any of them of any such act shall conclusively establish both the authority of such person so to do from the Corporation on its own behalf and the approval of the Board of Directors.

Records of the Corporation

RESOLVED, that this Unanimous Written Consent in Lieu of a Meeting of the Board of Directors shall be filed with the records of meetings of the Board of Directors.

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IN WITNESS WHEREOF, this Unanimous Written Consent in Lieu of a Meeting of the Board of Directors is hereby executed as of the date first above written.


C. Richard Allen

Brian Vincent

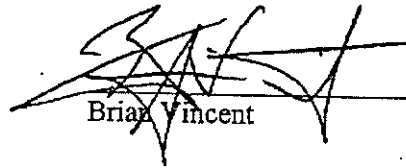
Ted Gage

Troy Scheer

Tod Leiweke

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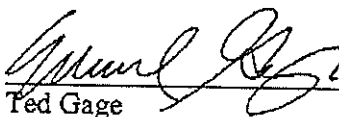
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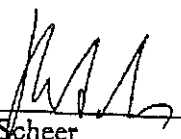
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