

SETTLEMENT AGREEMENT

Settlement Agreement dated September 9, 2003 (this "Agreement"), by and among Global Resorts Television, LLC, a California limited liability company ("GRT" or "Seller") and Resort Sports Network, Inc., a Delaware corporation ("RSN" or "Buyer").

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement dated as of January 1, 2002 ("Asset Purchase Agreement"), RSN purchased a construction permit issued by the FCC authorizing construction and permanent operation of an LPTV station, and various equipment to operate a low power TV station K38FW, FCC Facility ID # 125590, which operates on Channel 38 ("Channel 38") at Stateline, Nevada and certain equipment to operate Channel 59 as hereinafter defined; and

WHEREAS, RSN has been operating K59GM, FCC Facility ID # 125591, Channel 59 in Stateline, Nevada ("Channel 59") pursuant to that certain Time Brokerage Agreement between Buyer and Seller dated December 29, 2000; and

WHEREAS, under the Asset Purchase Agreement, RSN has an option to acquire the FCC authorizations for Channel 59; and

WHEREAS, RSN has made a claim for indemnification under the Asset Purchase Agreement and on June 2, 2003 filed a Complaint against GRT in the United States District Court, Eastern District of California, captioned Resort Sports Network, Inc. v. Global Resort Television, LLC, CIV.S-03-1177 GEB DAD (C.D. Cal.) (the "Action"); and

WHEREAS, GRT has denied the material allegations and claims made by RSN in the Action; and

WHEREAS, GRT and RSN have agreed to settle the claims that were or could have been made in the Action pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Conveyance by GRT of Channel 59 and Associated Equipment.**

(a) GRT shall convey to RSN West, LLC (a subsidiary of RSN) the FCC authorizations for Channel 59 and the equipment associated with the operation of Channel 59 as set forth on Schedule A attached hereto (the "Equipment") which, together with the Channel 59 FCC authorizations, is hereinafter referred to as the "Channel 59 Assets". The Channel 59 Assets shall be transferred to RSN West, LLC free and clear of all liens, encumbrances, debts, security interests, mortgages, trusts, claims, pledges, charges, covenants, conditions or restrictions of any kind. The Equipment shall be transferred by bill of sale upon execution of this Agreement and

the FCC authorizations for Channel 59 shall be transferred upon FCC approval of the FCC Application, as contemplated below.

(b) It is specifically understood and agreed by Buyer and Seller that consummation of the transactions hereby is expressly conditioned on and is subject to the prior consent and approval of the FCC to the assignment of the Channel 59 FCC authorizations ("FCC Consent") without the imposition of any conditions which might be expected to have a material adverse effect on Buyer. The FCC authorizations for Channel 59 will be assigned to Buyer, through the use of appropriate and customary documents, reasonably satisfactory to Buyer, executed by Seller, within 10 days of the FCC Consent becoming a final order, i.e. one not subject to further administrative or judicial review, reconsideration or appeal, provided, however, that Buyer may elect to close at any time after initial FCC Consent upon 5 business days notice to Seller.

(c) Within five (5) business days after execution of this Agreement (or within 5 business days of the date on which the FCC accepts such applications should applications not be able to be filed on the date that this Agreement is exercised), the parties shall file with the FCC an application ("FCC Application") for assignment of all of the FCC authorizations for Channel 59 from GRT to RSN West. The parties shall thereafter use all reasonable efforts to obtain the grant of the FCC Application as expeditiously as practicable (but no party shall have any obligation to satisfy complainants or the FCC by taking any steps which would have a material adverse effect on itself or any affiliated entity). If the FCC Consent imposes any condition on a party hereto, such party shall use reasonable efforts to comply with such condition; provided, however, that no party shall be required hereunder to comply with any condition that would have a material adverse effect on such party or any affiliated entity. If reconsideration or judicial review is sought with respect to the FCC Consent, the parties shall vigorously oppose such efforts for reconsideration or judicial review; provided, however, such party shall not be required to take any action which would have a material adverse effect on the results of operations of such party or any affiliated entity. GRT shall pay all FCC required filing fees for the FCC Application.

2. **Equipment Payment by RSN.** RSN shall pay total consideration to GRT of \$15,740 for the Equipment. The consideration shall be paid in two installments, (i) \$7,000 on or before the execution of Agreement by wire transfer and (ii) \$8,740 by wire transfer on October 1, 2004. No additional monetary consideration beyond the undertakings set forth herein will be required for the assignment of the FCC authorizations from GRT to RSN following FCC approval.

3. **Reinstatement of Note Payments.** RSN and GRT agree that all defaults under the \$287,500 Note dated June 3, 2002 from RSN to GRT ("Note") are waived and that RSN shall recommence making payments under the Note commencing on August 1, 2003 and continuing on the 1st day of each month until all amounts due under the Note have been paid in full. In the event that the FCC shall not permit the transfer contemplated by the FCC Application, then, RSN shall have the option of reconveying the Equipment to GRT and crediting any payments made for the Equipment as provided in paragraph 2 of this Agreement toward payments under the Note.

4. **Failure of FCC to Approve FCC Application.** In the event that the FCC shall not grant initial approval the FCC Application by January 30, 2004, or should a petition for reconsideration or appeal of the initial approval be filed, then all further payments by RSN to GRT under the Note and for the Equipment shall be suspended pending appeal and until the FCC Consent shall become an unappealable final order. The parties shall cooperate in making any appeals of a denial of the FCC Application, and in contesting any petition for reconsideration or any appeal of any initial FCC approval, however, all costs of such litigation shall be borne by GRT. In the event that the FCC Application is denied in an order no longer subject to appeal at the FCC, then, all the payments made by RSN to GRT up to that time shall be deemed to be payment in full of all obligations of RSN under the Note, and RSN shall reconvey the Channel 59 Equipment to GRT. GRT and RSN agree to execute the Allonge attached hereto as Exhibit A to modify the terms of the Note consistent with the terms of this Agreement.

5. **Mutual Release.** Upon the later of (i) closing of the transaction contemplated in Paragraph 1 above; or (ii) full and complete satisfaction of all obligations of both parties under this Agreement, the Asset Purchase Agreement, and the instruments or documents contemplated by and/or executed pursuant to the Asset Purchase Agreement (hereinafter, the "Constituent Documents"):

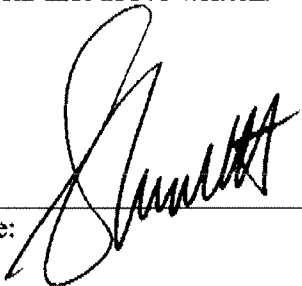
(a) RSN and its respective affiliates, predecessors, successors, heirs, executors, administrators, assigns, agents, attorneys, advisors, representatives, employees, and trustees (collectively, "Releasers"), in consideration of the promises and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, hereby fully and forever waive, release, extinguish, and forever discharge GRT and its respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, assigns, agents, attorneys, advisors, representatives, employees, and trustees (collectively "Releasees") of and from any and all claims, actions, complaints, causes of action, debts, costs and expenses (including attorneys' fees), demands or suits, at law or in equity, known or unknown, suspected or unsuspected, accrued or unaccrued, or otherwise, which against Releasees, individually or collectively, Releasers have or had from the beginning of time to the date of this Agreement and which arise out of or relate in any way to (i) the claims that were or could have been raised by RSN in the Action; and (ii) the Constituent Documents.

(b) GRT and its respective affiliates, predecessors, successors, heirs, executors, administrators, assigns, agents, attorneys, advisors, representatives, employees, and trustees (collectively, "Releasers"), in consideration of the promises and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, hereby fully and forever waive, release, extinguish, and forever discharge RSN and its respective parents, subsidiaries, affiliates, predecessors, successors, heirs, executors, administrators, assigns, agents, attorneys, advisors, representatives, employees, and trustees (collectively "Releasees") of and from any and all claims, actions, complaints, causes of action, debts, costs and expenses (including attorneys' fees), demands or suits, at law or in equity, known or unknown, suspected or unsuspected, accrued or unaccrued, or otherwise, which against Releasees, individually or collectively, Releasers have or had from the beginning of time to the date of this Agreement and which arise out of or relate in any way to the claims that were or could have been raised by GRT in the Action; and (ii) the Constituent Documents.

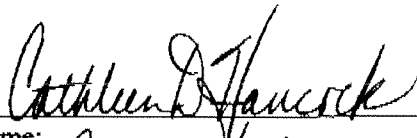
6. **Dismissal of Complaint.** Upon execution of this Agreement and the Allonge attached hereto, RSN agrees to promptly dismiss the Complaint, with prejudice.

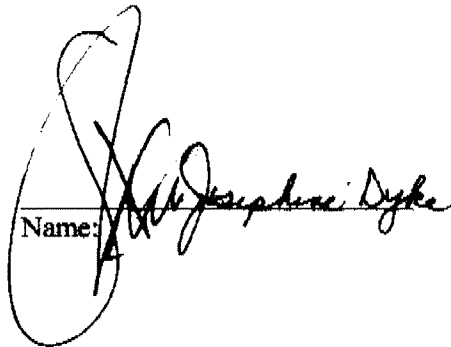
7. **Miscellaneous.** This Agreement shall be governed and construed under Maine law. The Constituent Documents shall constitute the entire agreement between the parties hereto with respect to the transactions contemplated by the Asset Purchase Agreements and there are no other agreements, oral, written or otherwise, except the Constituent Documents.

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

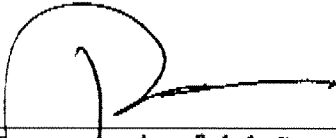

Name: _____

GLOBAL RESORTS TELEVISION, LLC

By:  9/15/03
Name: _____
Title: President / Member


Name: _____

RESORT SPORTS NETWORK, INC.

By: 
Name: Jeffrey L. Dumas
Title: VICE PRESIDENT

SCHEDULE A

List of Equipment

ALLONGE AND NOTE MODIFICATION AGREEMENT

THIS ALLONGE AND NOTE MODIFICATION AGREEMENT (the "Agreement") is made this 9th day of September 2003 by and between Resort Sports Network, Inc., a Delaware corporation ("Borrower") and Global Resort Television, LLC, a California limited liability company (the "Lender"), WHO AGREE as follows:

1. Recitals. This Agreement is made with reference to the following facts and objectives:

- (a) Lender is the holder of a certain Promissory Note dated June 3, 2002 from Borrower in the original principal amount of 287,500 (the "Note").
- (b) The Note is secured by a certain Membership Interest Pledge Agreement dated June 3, 2002 between Borrower and Lender with respect to the Membership interest of RSN West, LLC, a subsidiary of Borrower (the "Pledge").
- (c) Lender and Borrower have agreed to modify the terms of the Note pursuant to the terms of a certain Settlement Agreement dated September 9, 2003 ("Settlement Agreement") setting forth the parties agreement to settle a dispute between them arising out of the Asset Purchase and Sale Agreement between Borrower and Lender dated as of January 31, 2002.

2. Recitals. The foregoing recitals shall be incorporated herein as if fully set forth in the text of this Agreement. Borrower and Lender agree that the foregoing recitals are true and accurate.

3. Definitions. Capitalized terms not defined herein shall have the meanings assigned to them in the Note.

4. Modifications to Note. Lender acknowledges that pursuant to the Settlement Agreement Lender has waived all prior defaults under the Note and has agreed to file certain applications with the FCC for the transfer of the of the Channel 59 FCC authorizations, as that term is defined in the Settlement Agreement. Further, Lender acknowledges and agrees that in the event that:

- (i) the Application to the FCC to convey the Channel 59 FCC authorizations (the "FCC Application") does not receive initial approval from the FCC on or before January 30, 2003, or
- (ii) at any time after receipt of initial approval, a petition for reconsideration or appeal of the initial approval is filed with respect to the FCC Application, then

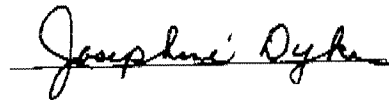
all further payments by Borrower to Lender under the Note shall be suspended pending appeal until approval by the FCC of the assignment of the Channel 59 FCC authorizations ("FCC Consent") is granted in an order no longer subject to appeal. Upon FCC Consent, payments by Borrower to Lender will continue, including payments that were suspended, until the Note is paid in full. In the event that Lender is unable to deliver the FCC Consent, no longer subject to appeal, then, all the payments made by Borrower to Lender under the Note shall be deemed to be payment in full of all obligations of Borrower to Lender under the Note.

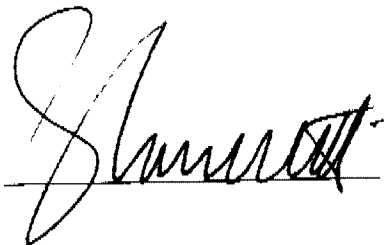
5. Effect of Allonge. Except as expressly modified in this Agreement, the Note shall remain unmodified and in full force and effect, and all terms of the Note, as amended by this Agreement, are ratified and confirmed by Borrower and are valid and enforceable in accordance with their terms. The original of this executed Agreement shall be attached to and incorporated by reference into the original Note. If there is any conflict between the terms of this Agreement and the Note, the terms of this Agreement shall control.

6. Authority. Borrower and Lender each warrants and represents to the other that each of them has the full right and legal authority to execute this Agreement.

Witness the following signatures.

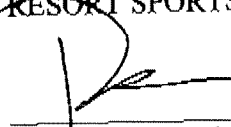
WITNESSETH:





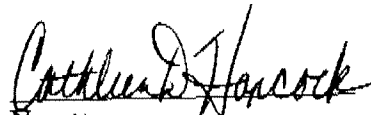
RESORT SPORTS NETWORK, INC.

By:


Name: Jeffrey L. Dumais
Title: Vice President

GLOBAL RESORT TELEVISION, LLC

By:


Name: Cathleen D. Hancock 9/15/03
Title: President/Member