



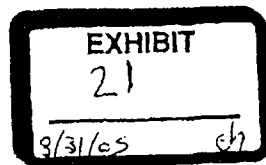
SCA PROMOTIONS, INC.
8300 Douglas Ave., Suite 625
Dallas, Texas 75225
Phone: 888-860-3768
Fax: 214-860-3452
E-Mail: vanicek@scapromo.com

Date: January 9, 2001
To: Kelly Price
Co: ESIX
Fax: 770-980-0339
Re: Contract #31122
From: Natalie Vanicek/Account Coordinator
Pages: 4 page(s) including cover sheet

Following is the contract for your upcoming promotion. Please return the following via fax to the above referenced fax number prior to the start of the event.

- 1 - Signatures on the First Pages and Exhibit A-Terms & Conditions
- 2 - Payment

Please do not make any changes to the contract. If you would like to make a change to the contract, contact me and I will make the necessary revisions. In receipt of the executed contract, I will send signed copies signifying our acceptance of the risk and activation of the coverage. Please do not hesitate to call me if you have any questions.



CONFIDENTIAL

SCA 000050

CL Ex 12

SCA PROMOTIONS, INC.
CONTINGENT PRIZE CONTRACT #31122

SPONSOR NAME:	Disson Furst & Partners
INTERMEDIARY:	ESIX Entertainment and Sports
INTERMEDIARY ADDRESS:	1899 Powers Ferry Road Suite #375 Atlanta, GA 30339-5655
TYPE OF PROMOTION:	Cyclist Incentive Bonus Program
DATE(S) OF PROMOTION:	July 1, 2001 - August 31, 2004
CONTRACT FEE:	\$420,000.

1. This contract is issued for the sole benefit of the Sponsor by SCA Promotions, Inc. ("SCA"), 8300 Douglas Avenue, Suite 625, Dallas, Texas 75225. SCA's liability is limited to the actual cost to Sponsor of the performance award(s) scheduled under this contract ("Performance Award(s)") and payable to the Designated Cyclist Professional as described in the attached Exhibit A. SCA shall incur no liability unless Sponsor and the Designated Cyclist Professional have complied with the terms of this contract. Such compliance by Sponsor and the Designated Cyclist Professional is a condition precedent to SCA's reimbursement of the performance award(s) scheduled in this contract.
2. SCA has no liability hereunder unless the Contract Fee is received prior to commencement of the first scheduled event of Sponsor's PGA Cyclist Incentive Bonus Program.
3. SCA is not a party to Sponsor's contract with the Designated Cyclist Professional nor is SCA involved in the conduct of Sponsor's PGA Cyclist Incentive Bonus Program. Sponsor shall indemnify SCA for any claims against SCA initiated as a result of Sponsor's implementation or conduct of said PGA Cyclist Incentive Bonus Program.
4. Exhibit A - Terms & Conditions attached hereto is an integral part of this contract.
5. Sponsor is responsible for any performance awards payable under Sponsor's contract with the Designated Cyclist Professional which are not in compliance with or payable under the terms of this contract.
6. If the actual conditions of the Promotion differ in any way from those represented by Sponsor to SCA, this contract is null and void unless such changes have been approved in writing by SCA prior to commencement of the promotion.
7. SCA is not a party to or involved in the conduct of the Promotion and Sponsor shall indemnify SCA for any claims initiated as a result of Sponsor's implementation or conduct of the Promotion.
8. All copyright, trademark and other intellectual property rights currently owned by the Sponsor or SCA shall remain the property of the respective owner, with each party to this contract giving due respect and notice to such ownership, and each party to the contract retaining all legal rights and enforcement powers inherent in the ownership of said intellectual property.
9. Sponsor agrees that any dispute arising under this contract shall be resolved by binding arbitration pursuant to the Texas General Arbitration Act. The site of such arbitration shall be Dallas, Texas.
10. This contract, including exhibits and attachments, represents the entire final agreement between Sponsor and SCA, and supercedes any prior agreement, oral or written. Any modification hereto must be in writing and signed by the parties.
11. This contract does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to: a) the calculation comparison, differentiation, sequencing, or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of Sponsor or not; or b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, program or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of Sponsor or not. This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

SCA PROMOTIONS, INC.

DISSON FURST & PARTNERS

BY: _____

BY: _____
(Sponsor Representative)

TITLE: _____

TITLE: _____

Date Issued: January 9, 2001 at Dallas, Texas
Sponsor Contact: Kelly Price
SCA Contact: Todd Overton
SCA Tel. (214) 860-3700/ Fax (214) 860-3740

DATE: _____

R1/00

~~CONFIDENTIAL~~

SCA 000051

**EXHIBIT A
TERMS & CONDITIONS**

Contest Form #98 pg

SCA Promotions, Inc. agrees to reimburse Sponsor for the full amount of any Performance Awards scheduled hereunder and awarded to the Designated Cyclist Professional pursuant to this agreement. Designated Cyclist Professionals are eligible to receive Performance Awards if the conditions of the events scheduled herein and Sponsor's Cyclist Incentive Bonus Program comply with the terms and conditions of this contract.

1. SPONSOR'S PRECONTRACT DUTIES:

- a. Cover page and Exhibit A - Terms & Conditions (page 2) signed and returned to SCA; and
- b. Payment of contract fee to SCA.

2. SPONSOR'S OBLIGATIONS AND SCA'S REQUIREMENTS FOR REIMBURSEMENT OF PERFORMANCE AWARDS:

- a. A Performance Award for the Event Category set forth in paragraph 3 below will be payable if the Designated Cyclist meets the objective with respect to such Performance Award as provided in paragraph 3 below.
- b. SCA indemnifies Sponsor in respect of Sponsor's liability to award such Performance Awards to the Designated Cyclist Professional to the extent provided for in this contract.
- c. It is understood and agreed that SCA's liability for reimbursement of Performance Awards is limited to the events and amounts scheduled in paragraph 3 below. Performance Award(s) for additional events may be purchased, subject to prior agreement.
- d. The Contract Fee is refundable to Sponsor only upon written notice of cancellation received by SCA prior to commencement of the first event scheduled hereunder.
- e. In the event the Designated Cyclist Professional wins any Performance Award scheduled hereunder, SCA agrees to fully reimburse Sponsor for such Performance Award within thirty business days following the end of the event(s) for which the award is won.

3. SCHEDULE OF REIMBURSABLE PERFORMANCE AWARDS:

DESIGNATED CYCLIST PROFESSIONAL: Lance Armstrong

<u># of Events</u>	<u>Event Category</u>	<u>Award</u>	
2001 & 2002	Tour De France	1 st Place Win	\$1,500,000.
2001, 2002 & 2003	Tour De France	1 st Place Win	\$3,000,000.
2001, 2002, 2003 & 2004	Tour De France	1 st Place Win	\$5,000,000.

Maximum Aggregate: \$9,500,000.

I HAVE READ THE TERMS & CONDITIONS OF THIS CONTRACT AND AGREE TO ABIDE BY EACH ITEM.

SIGNATURE _____ TITLE _____
(Sponsor Representative)

DATE _____

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SCA 000052