

CERTIFICATE OF INSURANCE #6-1329

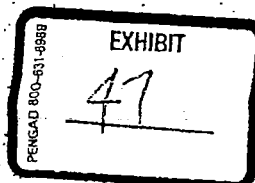
CERTIFICATE HOLDER: SCA PROMOTIONS, INC. (Reference Contract #31122)
ADDRESS: 8300 Douglas Avenue, Suite 625, Dallas, Texas 75225
SPONSOR: Disson Furst & Partners
NAME OF PROMOTION: Athletic Incentive
DATE(S) OF PROMOTION: July 1, 2001 - August 31, 2004
LOCATION OF PROMOTION: France
WARRANTIES: Contract Terms & Conditions attached
SINGLE PRIZE LIMIT: \$4,500,000
CERTIFICATE LIMIT: \$4,500,000

1. This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy named herein. This Certificate is issued for the benefit of the above named Certificate Holder by SCA Insurance Specialists, Inc., ("SCA") 8300 Douglas Avenue, Suite 625, Dallas, Texas 75225, as the authorized representative for Policy #2853444 of Commerce & Industry (CIIC).
2. This is to certify that the policy of insurance listed above has been issued to SCA Promotions Inc. for the policy period January 1, 2001 through December 31, 2001. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.
3. This Certificate is Null and Void unless the promotion fee is received by SCA prior to the commencement of the promotion. Exhibit A (Warranties) are a part of this Certificate and shall remain in force in their entirety during the term of this Certificate.
4. The parties hereto acknowledge that the following terms are conditions precedent to payment by SCA and shall be a part of any rules promulgated by the Sponsor: A) All claims for reimbursement of prize awards must be reported to SCA Promotions Inc. within three (3) normal business days of the occurrence. B) Sponsor will furnish completed and signed copies of Exhibit B to SCA Promotions Inc. as detailed in Warranties (Exhibit A). Names and likeness of winner may be used by SCA Promotions Inc. for promotional purposes without any further compensation to Sponsor or winner.
5. Should the above mentioned policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the Sponsor named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
6. Neither SCA nor CIIC is a party to the conduct of the promotion and Sponsor shall indemnify SCA and CIIC from any claims made because of Sponsor's implementation of the promotional contest. This Certificate contains no provision for payment of prizes which may arise from any cause other than for reimbursement of the specified prizes.
7. Resolution of all disputes hereunder shall be subject to arbitration under the TEXAS GENERAL ARBITRATION ACT.

SCA Insurance Specialists, Inc Authorized Representative: _____

Issued: January 9, 2001
Dallas, Texas

SCA Promotions Contact: Todd Overton



~~CONFIDENTIAL~~

SCA 000082

**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 000083