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SCA PROMOTIONS, INC.

8300 Douglas Ave., Suite 825

Dallas, Texas 75225

Switchboard: 888-860-3700

Fax: 214-860-3477

Date: Monday, July 16, 2001

To: Kathy Ruggiano, Swiss Re
Frank Lorenzo, Swiss Re

From: Alfreda McMillan

Re: Disson, Furst & Partners (Tour de France Incentive Promotion)

Pages: 4 page(s) including cover sheet

Attached is a completed Risk Allocation Form for the Contract #31122 and a copy of the contract.

Pursuant to Bob Hamman's earlier correspondence with Frank, this promotion will be covered by Swiss Re at 97.5% with the remainder of the risk covered by SCA Group.

Upon your review and approval, please execute the attached and return it to my attention.

Should you have any questions or concerns, please do not hesitate to contact me

Thank you.

Alfreda

*Revised
see SCA
Email of 7/17/01*

PLAINTIFF'S EXHIBIT
<u>3</u>
9-21-05 MP

Sponsor: Disson, Hurst & Partners

Participation breakdown

	occurrence
AIG	4,875,000.00
Swiss Re	
Nickell	
SCA	125,000.00
Totals	5,000,000.00

Contract # 31:22

Cert # _____

		risk	rate	premium	
<i>representative signature</i> C&I	<input type="text"/>	0.00	<input type="text"/>	0.00	
<i>representative signature</i> Swiss Re	97.50%	4,875,000.00	0.052	251,062.50	2,88,578
<i>representative signature</i> Nickell	<input type="text"/>	0.00	<input type="text"/>	0.00	
<i>representative signature</i> SCA	2.50%	125,000.00	0.052	6,437.50	
	should equal 100%	100.00%	5,000,000.00	257,500.00	

Comments:

Copy of contract attached for your records.

7/16/01 - per email message between Bob Hamman and Frank Lorenzo on 1-12-01, it was agreed that SRT participation is 97.5% of the risk and 2.5% will be covered by SCA Group.

7/16/01

SCA Productions, Inc.
 8300 Douglas Ave., Ste. 625
 Dallas, Texas 75225
 PH 214.860.2509
 FX 214.860.3477

SCA PROMOTIONS, INC.
CONTINGENT PRIZE CONTRACT #31122

SPONSOR NAME: **Disson Furst & Partners**

INTERMEDIARY: **EBIX Entertainment and Sports**

INTERMEDIARY ADDRESS: **1899 Powers Ferry Road Suite #375
Atlanta, GA 30339-5856**

TYPE OF PROMOTION: **Cyclist Incentive Bonus Program**

DATE(S) OF PROMOTION: **July 1, 2001 - August 31, 2004**

1. This contract is issued for the sole benefit of the Sponsor by SCA Promotions, Inc. ("SCA"), 8300 Douglas Avenue, Suite 826, Dallas, Texas 75226. 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: _____

R1A#)

**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

# of Events	Event Category	Award
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 _____