

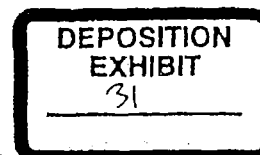
Todd Overton

From: Todd Overton
Sent: Thursday, June 17, 2004 2:21 PM
Subject: 'Kelly Price'
Armstrong Case

Kelly,

Our CFO wants to know if we can obtain a copy of Lance's contract with Tailwind to show to the underwriters. Any chance of getting a copy?

Todd



SCA 000151

CL Ex 28

3. In addition to the base salary in Section 2 of th's Letter Agreement, DF&P will pay Armstrong performance bonuses based as follows:

EVENT	BONUS AMOUNT	
Tour de France GC Wins	3 rd Tour -	\$1,000,000.00
	4 th Tour -	\$1,500,000.00 (minimum)
	5 th Tour -	\$2,000,000.00 (minimum)
	6 th Tour -	\$2,500,000.00 (minimum)
Tour de France GC	2 nd -	\$500,000.00
	3 rd -	\$250,000.00
Tour of Spain and Tour of Italy	GC 1 st -	\$250,000.00
	GC 2 nd -	\$125,000.00
	GC 3 rd -	\$75,000.00
	Stage 1 st -	\$20,000.00
	Stage 2 nd -	\$10,000.00
	Stage 3 rd -	\$5,000.00
World Championship (individual time trial)	1 st -	\$200,000.00
	2 nd -	\$100,000.00
	3 rd -	\$50,000.00
World Championship (road race)	1 st -	\$400,000.00
	2 nd -	\$200,000.00
	3 rd -	\$100,000.00
World Cups	1 st -	\$100,000.00
	2 nd -	\$50,000.00
	3 rd -	\$10,000.00
Year-end UCI Points	1 st -	\$350,000.00
	2 nd -	\$150,000.00
	3 rd -	\$100,000.00
Olympic Games (road race and individual time trials)	1 st -	\$400,000.00
	2 nd -	\$200,000.00
	3 rd -	\$100,000.00
Hors Category	GC -	\$30,000.00
	Stage -	\$15,000.00

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UCI 2.1	GC -	\$20,000.00
	Stage -	\$10,000.00
USPRO Championship	1 st -	\$35,000.00
UCI 1.1	1 st -	\$25,000.00
Leader's Jersey (Tour of Spain and Tour of Italy)	Winning Jersey	
	Stages 1-12	\$10,000.00
	Stages 13-22	\$15,000.00
	Defense (per day)	
	Stages 2-12	\$5,000.00
	Stages 13-22	\$10,000.00

If during any calendar year of the term of this Letter Agreement Armstrong wins Tour de France GC, then during that calendar year, all bonuses related to the Tour of Spain or the Tour of Italy listed in this Section 3 will be reduced by 50%. Armstrong will invoice DF&P whenever Armstrong is entitled to a bonus, and DF&P will pay the invoice within 30 days of receipt of the invoice.

4. DF&P will place in reserve and pay \$550,000.00 in 2002, \$650,000.00 in 2003, and \$750,000.00 in 2004 for following reasons: bonuses for stage victories at the Tour de France, bonuses for wearing the yellow jersey in the Tour de France, salary enhancements for winning the GC at the Tour de France, and payment of insurance premiums to enhance the bonus for Tour de France GC wins. The parties will mutually agree to the allocation of funds. Before each year in which this Section 4 applies, Armstrong and DF&P will mutually agree how the reserve monies will be applied.

5. The U.S. Postal Service and one mutually agreed upon sponsor are the only team sponsors that have usage rights to Armstrong's name, likeness, or image as a result of this Agreement. Armstrong and DF&P will mutually agree on which other sponsor has such rights, and that sponsor will be entitled to 2 personal appearances by Armstrong per year. Before any other sponsor - e.g. Visa - can use Armstrong's endorsement, name, likeness, or image, that sponsor must enter into a separate marketing agreement with Armstrong. DF&P will strictly monitor the use of Armstrong's endorsement, name, likeness, and image by team sponsors. DF&P will clearly communicate the terms of this Section 5 to all its sponsors and prospective sponsors.

6. Subject to his reasonable personal and professional schedule, Armstrong will make 6 personal appearances a year for the U.S. Postal Service, 3 of which will occur at Team events. Armstrong and the U.S. Postal Service will use reasonable efforts by January 15th of each year to schedule the personal appearances for that year. If Armstrong becomes a consultant for the Team due to retirement or long-term illness or injury, the number of personal appearances per year will be

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increased to 10. The U.S. Postal Service will pay all expenses related to the appearances, including first class travel accommodations for 2 people. In 2001, one of the personal appearances will be that Armstrong will attend and compete in the DF&P owned and managed San Francisco cycling event scheduled for September 23, 2001.

7. Armstrong will have extensive input into rider and staff composition. The basis for current and future rider and staff composition is an annual team budget of \$12,500,000. Under no circumstance will the salaries of Armstrong, Roberto Heras, or Johan Bruyneel be decreased should the team's annual budget fall below \$12,500,000. However, should the annual budget fall below \$12,500,000, other rider and staff salaries may need to be decreased in order for the team to enjoy an acceptable level of profitability.

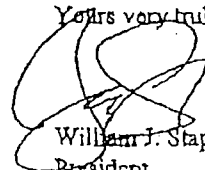
8. DF&P is aware of and permits Armstrong's existing sponsorship relationships as of the date of this Letter Agreement.

9. This Letter Agreement is to be governed and construed according to the laws of the State of Texas without regard to conflicts of law. The proper venue for resolution of any dispute related to this Letter Agreement is only in Austin, Texas.

10. Except for the provisions regarding Armstrong's 2000 salary, this Letter Agreement contains the entire agreement between the parties relative to the subject matter and supersedes any other prior understandings, written or oral, between the parties with respect to this subject matter.

The terms set forth in this Letter Agreement are a binding agreement between DF&P, the Team, and Armstrong, and will govern the relationship between the parties until they complete and execute a more detailed agreement mutually agreeable to both parties. If DF&P and the Team agree with the terms of this Letter Agreement, please indicate by signing and returning a copy of it to me. If, for any reason, DF&P ceases to own and manage the Team, this Letter Agreement will still be binding upon DF&P and the Team and their successors and assigns. After we have this binding Letter Agreement executed, we may begin working on a more detailed team agreement that incorporates the terms of this Letter Agreement.

Yours very truly,



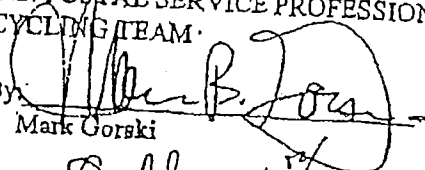
William J. Stapleton, III
President

Capital Sports Ventures, Inc.

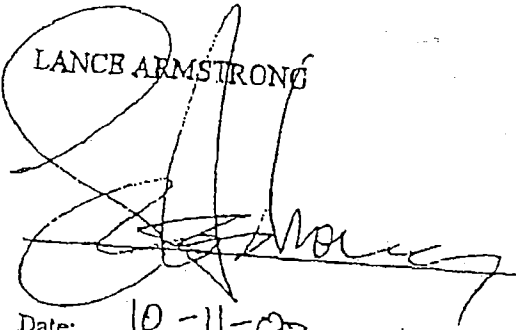
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DISSON FURST AND PARTNERS
AND
U.S. POSTAL SERVICE PROFESSIONAL
CYCLING TEAM

By: 
Mark Gorski

Date: October 11, 2000

LANCIE ARMSTRONG

Date: 10-11-00

ADDENDUM TO LETTER AGREEMENT DATED OCTOBER 10, 2000

This addendum supplements the letter agreement dated October 10, 2000 that governs Lance Armstrong's relationship with the U.S. Postal Service Pro Cycling Team (the "Letter Agreement"), specifically confirming the bonuses payable to Armstrong for consecutive Tour de France GC wins pursuant to Section 3 of the Letter Agreement and the insurance that has been purchased to supplement such bonuses pursuant to Section 4 of the Letter Agreement.

By agreement before the 2001 Tour de France, Tailwind Sports and Armstrong agreed to enhance the minimum bonuses listed in Section 3 of the Letter Agreement. Tailwind Sports will purchase insurance to provide for the payment of bonuses to Armstrong in the event of future consecutive wins by Armstrong of the Tour de France, inclusive of the minimum bonus amounts specified in Section 3 of the Letter Agreement, as follows:

1. In the event that Armstrong is the official winner of the Tour de France in 2001 and 2002, he will be entitled to a bonus of \$1,500,000.
2. In the event that Armstrong is the official winner of the Tour de France in 2001, 2002 and 2003, he will be entitled to a bonus of \$3,000,000.
3. In the event that Armstrong is the official winner of the Tour de France in 2001, 2002, 2003 and 2004, he will be entitled to a bonus of \$10,000,000.

The bonus amounts described above are not cumulative, but are each independent bonus amounts.

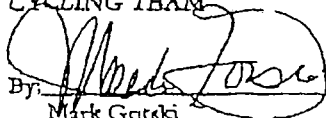
This also confirms that policies insuring the payment of such bonuses from SCA Promotions, Lloyd's of London and Chubb Insurance Group are being purchased, or have been purchased. The premiums for those policies, which total \$570,000, apply against the reserve amounts identified in paragraph 4 of the Letter Agreement by exhausting the \$550,000 for 2002 and \$20,000 of the \$650,000 for 2003. Tailwind Sports shall be obligated to pay to Armstrong any of the foregoing bonus amounts earned by him upon the earlier of the following: (i) 90 days after Armstrong earns the bonus, subject to reasonable extension in the event receipt of the proceeds of insurance is necessary to enable Tailwind to fund the payment; or (ii) within three business days of the receipt of payment of insurance proceeds attributable to such bonus.

The parties have agreed to Tailwind's payment of bonuses to Armstrong for consecutive Tour de France GC wins at the levels set forth in this Addendum based on their mutual understanding that Tailwind will be able to spread the risk of such liability through procurement of commercially available insurance, as identified above. In the event such insurance is not collectible, the parties agree to discuss in good faith modifications to their respective rights and obligations to one another under the Letter Agreement, as supplemented herein, in order fairly to reflect that understanding.

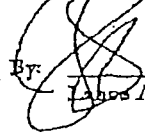
Except as expressly stated above, each of the terms of the October 10 Letter Agreement is hereby confirmed by the parties.

TAILWIND SPORTS, LLC

US POSTAL SERVICE PRO
CYCLING TEAM

By: 
Mark Gotski

LANCER ARMSTRONG

By:  Attorney-in-fact for
Lance Armstrong 