



September 7, 2004

J. Lawrence Temple, Esq.
Temple & Temple
Suite 1510
400 West 15th Street
Austin, Texas 78701

Dear Mr. Temple,

I am confused by your September 3, 2004, letter to CEO President/ CEO Robert Hamman. First, it appears to presume a direct contractual relationship between SCA Promotions Inc. ("SCA") and Lance Armstrong. This would be news to us as such a relationship appears nowhere on the face of the documents in our possession. Consistent therewith, your letter demands immediate payment of \$5 million to Lance Armstrong. SCA Contract #31122 (Contract) memorializes obligations between SCA and Disson Furst Partners ("Disson Furst") and we were previously informed that Tailwinds Sports Corp. ("Tailwinds") is the successor-in-interest to Disson Furst with respect to any and all obligations under the Contract. Please provide written confirmation if it is your assertion that Lance Armstrong is replacing Disson Furst/Tailwinds as the contracting party under the Contract subject to any and all obligations and defenses related thereto.

Second, your letter suggests that unless the Tour de France expressly revokes Armstrong's title, SCA's obligation to pay \$5 million in the present year "if Lance Armstrong wins the Tour de France in 2001-04" would be unmodified by findings that he employed forbidden performance enhancing substances or processes. If that is your assertion, we respectfully disagree. Further, it is our view that proof of the use of banned substances or processes might entitle us to recover any prior amounts paid to Disson Furst/Tailwinds, or Lance Armstrong, under the Contract.

For the avoidance of any misunderstanding, we consider it our right and obligation to any third parties who may have participated in the underwriting of this risk to thoroughly investigate the facts and circumstances related to Disson Furst/Tailwinds/Lance Armstrong's claim for payment under the Contract. The purpose is to ensure that the terms of the Contract have been complied with in good faith and fair dealing and to be assured that any and all material representations made at the time of contract formation, and upon which we relied, were true and materially complete. Before we release any of the money that has been deposited in the

SCA 000964



Letter to J. Lawrence Temple
Page 2 of 2
September 7, 2004

custodial account set aside for this purpose, as described in my previous letter to Mr. Stapleton, we will necessarily have to complete our investigation. We hereby restate our demand for the cooperation of the relevant parties.

It is our belief that Lance Armstrong would be well served by a quiet, confidential, but thorough investigation that puts to bed the rumors and innuendo laden commentary that has arisen over the past several months with respect to his current and past performance in cycling. This is our intent. If you prefer that the investigation not be confidential, but be illuminated by the spotlight of publicity, we will defer to your choice. For example, you did reference your potential use of "public relations alternatives" in your putative dispute with SCA. It appeared from your letter that this would be intended as punitive strategy. If so, we would caution you to ensure that: 1) it is not defamatory; and 2) it serves your own client's best interests. As you well know, public relations strategies, like brush fires, can take on a life of their own and do not always follow the intended path.

Please advise me at your earliest convenience as to how you wish to proceed with this matter. As discussed this morning by phone, we await confirmation of the scheduling of a face-to-face meeting.

Very truly yours,



Chris Compton
Attorney, SCA Promotions Inc.