

EXHIBIT A

CONCILIATION AND MEDIATION AGREEMENT

This Agreement is entered into as of May 28, 1997, by and among, Brig and Lita Hart, U-Can-II, Inc., B&L Hart Enterprises, Inc. (collectively, "the Harts"), and Amway Corporation ("Amway"), Dexter Yager, InterNET Services Corporation, Rick Setzer, Setzer International, Inc., Harold Gooch, Gooch Support Systems, William Childers, TNT Of Charlotte, Inc., Angelo D'Amico, D'Amico International, Inc., Tim Foley, Foley & Co., Inc., James D. Hayes, Jr., Freedom Express, Inc., Carlos M. Marin, Jr., Marin & Associates, Inc., Joe Rodriguez, and Diamond Management Group, Inc. (collectively, the "Distributor Defendants").

WHEREAS, the Harts have filed a Complaint against Amway and the Distributor Defendants in the United States District Court for the Middle District of Florida entitled, Brig Hart, et al. v. Amway Corporation, et al.; Civil Action File No. 97-349-Civ-J-20B (the "Action").

WHEREAS, Amway states that it has an independent business interest in facilitating the resolution of disputes among the Harts and the Distributor Defendants because those disputes disrupt independent Amway distributors' marketing of Amway products and services to retail consumers and other independent Amway distributors.

WHEREAS, the Harts, Amway and certain of the Distributor Defendants have discussed alternatives to resolving the claims asserted by the Harts in the Action, including a non-binding mediation and conciliation process facilitated by Amway.

WHEREAS, during the period of time in which such conciliation and mediation process is undertaken, the Harts, Amway and the Distributor Defendants wish to prevent a bar to any action by any party against any other party to this Agreement by reason of the running of any applicable statute of limitations.

WHEREAS, the purpose of this Agreement is to express the parties' mutual understanding as to the mediation and conciliation process to be undertaken, to preserve the claims asserted in the Action, and any other claims that could be asserted by any party against any other party to this Agreement, and to toll the running of each and every statute of limitations applicable to such claims.

NOW, THEREFORE, for valuable consideration, including but not limited to the covenants set forth herein, the receipt of which are hereby acknowledged, the parties agree as follows:

1. The Harts, Amway, and the Distributor Defendants will request the Amway Distributors Association Board ("ADAB") to appoint a three member panel of Amway Distributors Association Board members, to be selected and agreed upon by Amway, the Harts and the Distributor Defendants. The parties will submit the claims asserted by the Harts in the Action to conciliation and mediation by this ADAB panel, which will attempt to mediate the dispute but shall not make any formal finding regarding any claim. It is expressly agreed that this process will be non-binding.

2. This conciliation and mediation procedure is expressly agreed to be for the sole purpose of settling the Action, and effecting a mutual release of claims among the parties relative to the subject matter of the Action. No statement by the ADAB panel shall be admissible in evidence in any subsequent litigation, nor shall any statement by any party be an evidentiary admission by that party as to any such claim. Statements made during the mediation and any documents created for purposes of the proceeding, such as briefs, summaries, position papers or settlement offers, shall not be admissible as evidence in any subsequent litigation or disciplinary proceeding. Amway will continue to have the right to investigate any and all potential rules violations brought to its attention in the course of this proceeding or otherwise, and to take appropriate corrective steps if necessary.

3. Upon execution of this Agreement by all parties, the Harts will voluntarily dismiss the Action without prejudice with an express right to refile the Action at any time consistent with the 20 day period described in Paragraph 8, and without any other kind of notice to Amway or the Distributor Defendants.

4. Any statutes of limitations that may be applicable to any claim by any party against any other party to this Agreement -- including the claims asserted by the Harts in the Action -- that arises out of or relates to the Action or to the transactions at issue in the Action that could be asserted in another proceeding, are hereby tolled. Such statutes of

limitation shall cease to run as of April 8, 1997 and shall not commence again until after the Effective Termination Date following the valid termination of this Agreement pursuant to Paragraph 8 below (the "Tolled Period").

5. By entering into this Agreement, no party acknowledges the validity of any defense based upon the passage of time, nor does any party, except as provided for herein, waive any such defense.

6. All defenses to any claim that any party may assert against any other party to this Agreement, including but not limited to defenses premised on the statute of limitations and other legal or equitable defenses such as laches, waiver and estoppel, that are based on the passage of time from April 8, 1997 until the date any applicable statute of limitations is reactivated under this Agreement, are hereby waived and the parties will not be prejudiced in any way by the passage of time from April 8, 1997 until the date any applicable statute of limitation begins to run pursuant to this Agreement. The parties' time to do any act, including but not limited to their time to commence any action in connection with any claim they may wish to assert against any other party to this Agreement, will not be reduced by the passage of time encompassed in the Tolled Period. The parties hereby agree they will not assert in any action or proceeding that arises out of or relates to the Action or the transactions at issue in the Action the defense of statute of limitations or other legal or equitable defenses, such as

laches, waiver or estoppel, that are based on the passage of time from April 8, 1997 through the Tolled Period.

7. Amway and the Distributor Defendants agree not to institute any litigation, arbitration or other proceeding, arising out of or relating to the Action or the transactions at issue in the Action until the applicable Effective Termination Date of this Agreement, as defined in Paragraph 8 below.

8. This Agreement may be terminated by the Harts, Amway or any of the Distributor Defendants by giving all other parties written notice of termination. The Effective Termination Date of this Agreement, following such notice, shall be 30 days after the delivery of the notice as to Amway and the Distributor Defendants and 20 days as to the Harts.

9. Termination of this Agreement pursuant to Paragraph 8 above shall not give rise to any claim for breach of this Agreement or any duty hereunder. All rights that arise under this Agreement, including the tolling of the statute of limitations and the suspension of the effect of other legal and equitable defenses that are based on the passage of time from April 8, 1997 through the Tolled Period, shall be vested and not extinguished by such termination.

10. Nothing contained in this Agreement shall be construed as an admission by any party of any liability to any other party or of the availability or merits of any claim or cause of action, asserted or unasserted, of any other party.

11. Each signatory for each party hereto warrants that he represents and is authorized to execute this Agreement on behalf of said party.

12. This Agreement shall be binding on and inure to the benefit of the parties and their respective directors, officers, shareholders, agents, employees, representatives, successors, assigns, privies, subsidiaries, parents and affiliated companies.

13. This Agreement represents the entire Agreement among the parties regarding the subject matter contained herein and may be amended only by a writing signed by all the parties hereof.

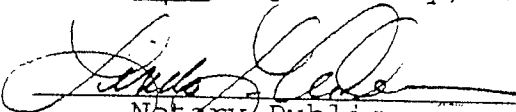
14. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

15. This Agreement is executed in the State of Florida, and the laws of the State of Florida shall govern its construction, interpretation and enforcement.



John B. Hart

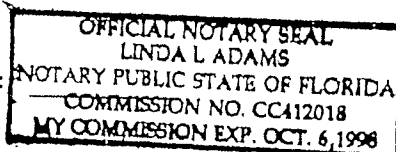
Sworn to and subscribed before me
this 8th day of July, 1997.



Notary Public

[SEAL]

My Commission Expires:



John C. Peirce, on behalf of
Amway

Sworn to and subscribed before me
this ____ day of May, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

Dexter R. Yager, Jr.
Dexter Yager, individually and
~~on behalf of~~ InterNET Services
Corporation, Inc.

James D. Hayes, Jr. CFO

Sworn to and subscribed before me
this 30th day of May, 1997.

[SEAL]

James B. Honeysett
Notary Public

My Commission Expires: 5/30/97

Bill Brant, on behalf of Rick
Setzer, Setzer International,
Inc., Angelo D'Amico, D'Amico
International, Inc., James D.
Hayes, Jr., and Freedom
Express, Inc.

Sworn to and subscribed before me
this ____ day of May, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

John C. Peirce
John C. Peirce, on behalf of
Amway

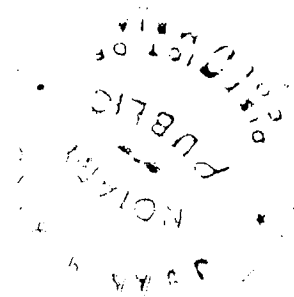
Sworn to and subscribed before me
this 1st day of ~~July~~, 1997.
August

Joan M King
Notary Public

My Commission Expires November 14, 1999

My Commission Expires: _____

[SEAL]



Dexter Yager, individually and
on behalf of InterNET Services
Corporation, Inc.

Sworn to and subscribed before me
this _____ day of July, 1997.

Notary Public

My Commission Expires: _____

[SEAL]

Bill Brant, on behalf of Rick
Setzer, Setzer International,
Inc., Angelo D'Amico, D'Amico
International, Inc., James D.
Hayes, Jr., and Freedom
Express, Inc.

Sworn to and subscribed before me
this _____ day of July, 1997.

Notary Public

My Commission Expires: _____

[SEAL]

John C. Peirce, on behalf of Amway

Sworn to and subscribed before me this ____ day of July, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

Dexter Yager, individually and on behalf of InterNET Services Corporation, Inc.

Sworn to and subscribed before me this ____ day of July, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

[Handwritten Signature]

Bill Brant, on behalf of Rick Setzer, Setzer International, Inc., Angelo D'Amico, D'Amico International, Inc., James D. Hayes, Jr., and Freedom Express, Inc.

Sworn to and subscribed before me this 12th day of ~~July~~, 1998.
January

Joe E. DeGoursey
Notary Public

My Commission Expires: May 24, 2001



[SEAL] Joe E. DeGoursey
MY COMMISSION # CC638889 EXPIRES
May 24, 2001
BONDED THRU TROY FAH INSURANCE, INC.

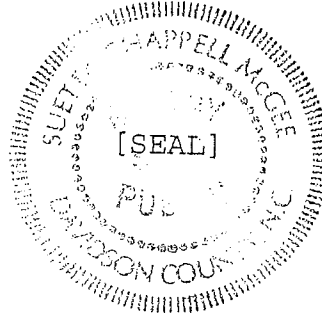
Harold Gooch

Harold Gooch, individually and on behalf of Gooch Support Systems

Sworn to and subscribed before me this ____ day of May, 1997.

Luetta Chappell Miller
Notary Public

My Commission Expires: 8-31-98



William C. Childers, individually and on behalf of TNT of Charlotte, Inc.

Sworn to and subscribed before me this ____ day of May, 1997.

Notary Public

My Commission Expires: _____

[SEAL]

Tim Foley, individually and on behalf of Foley & Co., Inc.

Sworn to and subscribed before me this ____ day of May, 1997.

Notary Public

My Commission Expires: _____

[SEAL]

Harold Gooch, individually and on behalf of Gooch Support Systems

Sworn to and subscribed before me this ____ day of May, 1997.

[SEAL]

Notary Public

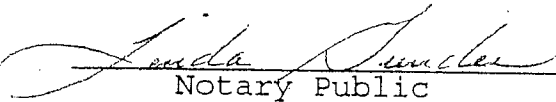
My Commission Expires: _____



~~XXXXXXXXXX~~ Childers, Bill S. individually and on behalf of TNT of Charlotte, Inc.

Sworn to and subscribed before me this 30 day of May, 1997.

[SEAL]



Notary Public

My Commission Expires: Aug. 28, 2000

Tim Foley, individually and on behalf of Foley & Co., Inc.

Sworn to and subscribed before me this ____ day of May, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

Roger Traynor, on behalf of
Carlos M. Marin, Jr. and Marin
& Associates, Inc.

Sworn to and subscribed before me
this ____ day of May, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

Joe Rodriguez, individually
and on behalf of Diamond
Management Group, Inc.

Sworn to and subscribed before me
this ____ day of May, 1997.

[SEAL]

Notary Public

My Commission Expires: _____

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

This Amendment is entered into as of July 24, 1997 by and among, Brig and Lita Hart, U-Can-II, Inc., B&L Hart Enterprises, Inc. (collectively, "the Harts"), and Amway Corporation ("Amway").

The undersigned parties hereby waive any objection that they may have to the enforceability of the Conciliation and Mediation Agreement dated May 28, 1997 ("the Agreement"), a copy of which is attached hereto at Exhibit "A", on the grounds that the Agreement has not been signed by all the named parties to the Agreement. Each undersigned party hereby acknowledges that they are bound by the terms of the Agreement.

John B. Hart
John B. Hart, individually and on behalf of the Harts

Sworn to and subscribed before me this 28 day of July, 1997.

Wanda Call
Notary Public

[SEAL]

My Commission Expires: 6/12/97

John C. Peirce
John C. Peirce, on behalf of Amway

Sworn to and subscribed before me this 28 day of ~~May~~ July, 1997.

Wanda Call
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

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John B. Hart
John B. Hart, individually and on behalf of the Harts

Sworn to and subscribed before me this 28 day of July, 1997.

Wanda Carter
Notary Public

[SEAL]

My Commission Expires: 6/14/97

Bill Childers
Bill Childers, individually and on behalf of TNT of Charlotte, Inc.

Sworn to and subscribed before me this 28th day of July, 1997.

Wanda Carter
Notary Public


[SEAL]

My Commission Expires: 6/12/2001

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

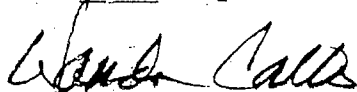
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John B. Hart, individually and on behalf of the Harts


Sworn to and subscribed before me this ~~28th~~ day of July, 1997.



Notary Public

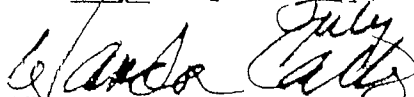
[SEAL]

My Commission Expires: 6/12/2001



Tim Foley, individually and on behalf of Foley & Co., Inc.

Sworn to and subscribed before me this ~~28~~ day of ~~May~~ ^{July}, 1997.



Notary Public

[SEAL]

My Commission Expires: 6/12/2001

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

This Amendment is entered into as of July 24, 1997 by and among, Brig and Lita Hart, U-Can-II, Inc., B&L Hart Enterprises, Inc. (collectively, "the Harts"), and Harold Gooch and Gooch Support Services, Inc.

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John B. Hart
John B. Hart, individually and on behalf of the Harts

Sworn to and subscribed before me this 28 day of July, 1997.

Wanda Calhoun
Notary Public

[SEAL]

My Commission Expires: 6/12/97

Harold Gooch
Harold Gooch, individually and on behalf of Gooch Support Systems

Sworn to and subscribed before me this 28 day of ~~May~~ ^{July} 1997.

Wanda Calhoun
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

This Amendment is entered into as of July 24, 1997 by and among, Brig and Lita Hart, U-Can-II, Inc., B&L Hart Enterprises, Inc. (collectively, "the Harts"), and Joe Rodriguez and Diamond Management Group, Inc..

The undersigned parties hereby waive any objection that they may have to the enforceability of the Conciliation and Mediation Agreement dated May 28, 1997 ("the Agreement"), a copy of which is attached hereto at Exhibit "A", on the grounds that the Agreement has not been signed by all the named parties to the Agreement. Each undersigned party hereby acknowledges that they are bound by the terms of the Agreement.

John B. Hart
John B. Hart, individually and on behalf of the Harts

Sworn to and subscribed before me this 28th day of July, 1997.

Wanda Calks
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

Maria M. Rodriguez
Maria Rodriguez, on behalf of Joe Rodriguez and Diamond Management Group, Inc.

Sworn to and subscribed before me this 28th day of ~~May~~ ^{July}, 1997.

Wanda Calks
Notary Public

[SEAL]

My Commission Expires: 6/12/97

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

This Amendment is entered into as of July 24, 1997 by and among, Brig and Lita Hart, U-Can-II, Inc., B&L Hart Enterprises, Inc. (collectively, "the Harts"), and Dexter Yager.

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John B. Hart
John B. Hart, individually and on behalf of the Harts

Sworn to and subscribed before me this 28th day of July, 1997.

Wanda Calhoun
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

Dexter Yager by Ally Yager T.O.U.
Dexter Yager

Sworn to and subscribed before me this 28th day of ~~May~~ ^{July} 1997.

Wanda Calhoun
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

AMENDMENT TO CONCILIATION AND MEDIATION AGREEMENT

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The undersigned parties hereby waive any objection that they may have to the enforceability of the Conciliation and Mediation Agreement dated May 28, 1997 ("the Agreement"), a copy of which is attached hereto at Exhibit "A", on the grounds that the Agreement has not been signed by all the named parties to the Agreement. Each undersigned party hereby acknowledges that they are bound by the terms of the Agreement.

John B. Hart
John B. Hart, individually and on behalf of the Harts

Sworn to and subscribed before me this 20th day of July, 1997.

Wanda Callis
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

Jeff Yager
Jeff Yager, on behalf of InterNET Services Corporation, Inc.

Sworn to and subscribed before me this 28th day of May, 1997.

Wanda Callis
Notary Public

[SEAL]

My Commission Expires: 6/12/2001

EXHIBIT B

RECEIVED

MAR 13 2002

LEGAL DIVISION



HART ENTERPRISES

March 12, 2002

Amway Corporation
ATTN: Sharon Grider
7575 Fulton Street East
Ada, MI 49355-0001

Mr. Tim Foley
T&C Foley, Inc.
11541 Lane Park Road
Tavares, FL 32778

Mr. Dexter Yager
Internet Services Corp.
12201 Steele Creek Road
Charlotte, NC 28273

Mr. Carlos M. Marin, Jr.
Marin & Associates, Inc.
7205 N.W. 19th Street, Suite 300
Miami, FL 33126

Mr. Richard Setzer
Route 5, Rock Road
Greer, SC 29651

Mr. Angelo D'Amico
D'Amico International, Inc.
11560 Old St. Augustine Rd., Suite 4
Jacksonville, FL 32258

Setzer International, Inc.
3089 Highway 14
Greer, SC 29651

Mr. James D. Hays, Jr.
Freedom Express, Inc.
1797 Old Moultrie Road, #101
St. Augustine, FL 32086

Mr. Harold Gooch, Jr.
Gooch Support Systems, Inc.
Six Curtis Court
Thomasville, NC 27760

Mr. Joe Rodriguez
Diamond Management Group, Inc.
8491 N.W. 17th Street, Suite 113
Miami, FL 33126

Mr. William Childers
2352 N.W. 49th Lane
Boca Raton, FL 33431

Mr. Gaspare J. Bono
Long, Aldridge & Norman
701 Pennsylvania Ave. NW, Suite 600
Washington, DC 20004

TNT, Inc. of Charlotte, North Carolina
7005 Shannon Willow Road
Charlotte, NC 28266



ALN0002616



HART ENTERPRISES

March 12, 2002

RE: Conciliation and Mediation Agreement dated May 28, 1997
with Brig and Lita Hart, U-Can-II, Inc. and B&L Hart Enterprises,
Inc.
(collectively "the Harts")

Gentlemen and Ms. Grider:

You may wish to reference the afore-stated Conciliation and Mediation Agreement entered into as of May 28, 1997 (the "Agreement"). Pursuant to ¶¶ 3 and 8 thereof, please accept this letter as notice of the Harts' intention to terminate the Agreement.

Thank you for your attention.

Yours very truly,

A handwritten signature in cursive script that reads "Mark R. Wells".

Mark R. Wells
Executive Vice President
UCAN II, Inc.



EXHIBIT C

ANTITRUST PRIMER

BUYER-SELLER AGREEMENTS

Most "vertical" agreements between buyers and sellers are legal.

- Contracts to buy and sell goods and services are almost always legal, as long as the items sold are themselves "legal". (No fraud, misrepresentation, theft, counterfeiting, tax evasion, illegal substances, etc.)
- The seller can impose reasonable obligations and restrictions on the buyer, including:
 - territorial restrictions (either a geographic territory or a requirement to sell only to a designated group, such as a "downline" group)
 - exclusive dealing requirements (such as Amway's requirement that DDs buy product only from Amway and other distributors buy product only from their upline)
 - customer service obligations, such as a requirement to provide customers with continuing information and support, warranty service, etc. (compare Amway's requirement to "supply, train and motivate.")
 - trademark and copyright restrictions to protect the seller's intellectual property.
- Sellers can legally decide the price at which they will sell to customers. Antitrust laws *encourage* buyers and sellers to bargain over price.
- Sellers cannot control the prices at which their customers resell to others. Antitrust laws *forbid* sellers to control the prices at which their customers resell to others. Resale price maintenance and policing of resale prices by the seller are prohibited by the 1979 FTC Order and the federal Sherman Act. (*Suggested* resale prices are legal as long as the seller does not enforce them.)
- Sellers cannot *force* buyers to purchase a product or service they don't want in order to get one they do. This is called a "tying arrangement," and when it involves forcing or coercion it can violate

the antitrust laws. *Voluntary* package deals and non-discriminatory volume discounts normally are legal.

COMPETITOR AGREEMENTS

Many "horizontal" agreements between competing buyers or sellers involve serious, potentially even criminal, antitrust issues.

- Buyers must not agree with their competitors on the prices they will pay or the terms of sale they will accept. Sellers cannot agree with their competitors on the prices they will charge or the terms on which they will sell. Such "horizontal" price-fixing agreements *always* violate the antitrust laws. *The fact that a seller may be involved in a buyers' agreement, or a buyer involved in a sellers' agreement, does not make such arrangements legal.* For example, if a group of competing buyers gets together to negotiate standard prices and terms with their common supplier, it is very likely an antitrust violation.
- Buyers and sellers must not agree with their competitors on customer or territorial assignments. Such "horizontal" customer and territorial allocation agreements *always* violate the antitrust laws. *The fact that a seller may be involved in a buyers' agreement, or a buyer involved in a sellers' agreement, does not make such arrangements legal.* For example, if a group of competing resellers agree on which customers each of them will serve, even if their supplier is involved in the agreement, the agreement almost certainly violates the antitrust laws.
- "Group boycotts" also violate antitrust law. A group of competing suppliers cannot agree to cut off one or more customers, nor is it legal for a group of competing customers to agree to cut off one or more suppliers. Each buyer or seller must make its own individual decision.

ANTITRUST GUIDELINES FOR THE BSM BUSINESS

- Any BSM line of sponsorship or other compensation system should be imposed unilaterally and "vertically" by the publisher or seller of BSM on its customers.
 - The originator of a BSM system could design and impose an Amway-like MLM contract on all of its customers, requiring them to impose a similar contract on their customers (the "daisy chain" approach).

- The originator of a BSM system could contract directly with every reseller of those BSM products and services. This would closely resemble the Amway system, in which every distributor contracts directly with Amway.
- Any distributor at any level in a BSM system could impose its own reasonable "vertical" distribution rules on its customers, following either the "daisy chain" approach or contracting directly with every downline reseller.
- Producers and resellers of BSM should not ask Amway to enforce their agreements about BSM distribution and sales. It would be a mistake for distributors to try to invoke Amway's rule against cross-line solicitation to solve problems in the BSM business. Amway is not the supplier of BSM resold in independent "systems"; it is a competitor, selling its own books, tapes and functions. Distributors who ask Amway to enforce lines of sponsorship in non-Amway BSM "systems" are in effect asking their competitor to help them allocate customers. If Amway complied with such a request, it would expose the requesting distributor as well as Amway to serious antitrust risks.
- Competing BSM sellers, including those involved in customer disputes, must not agree to divide up customers and revenue. While it may be appropriate to agree on how to separate BSM lines of sponsorship to resolve a dispute, any restrictions on distributors' ability to compete must be limited in duration and scope and reasonably related to some legitimate business purpose. Before any such arrangement is made, each distributor involved should seek independent legal advice.

EXHIBIT D



INTERDEPARTMENTAL MEMORANDUM

TO: Patric Sullivan

FROM: Ed Postma

DATE: January 10, 1983

SUBJECT: ANALYSIS OF THE BRITT/YAGER SYSTEM

There is no question that the system captioned is all inclusive. It is the only system utilized in the Amway business which attempts to give security to entrepreneurship. Although there are variations of this system dependent on the personality of the Diamonds involved, there are certain underlying principals which are used by all. Below are some of the methods of operation used by this system.

- A. Relationships. When talking to Directs and Diamonds in this organization, it is often heard that they are in the process of developing friendships downline. Friendship-relationship is central to the building of the business in this line of sponsorship since it develops a good deal of loyalty and dependency to the line. Loyalty and dependency is the ultimate objective of the "system."
1. Relationships within the line of sponsorship. The line of sponsorship becomes involved in developing friendships as opposed to immediate business relationships. When a new distributor is sponsored to this line of sponsorship, the immediate upline Direct Distributor becomes acquainted with the individual. This is done in two ways; first, often times because of business-building techniques, the Direct Distributor will have been the individual who has shown the plan for the new distributor. The second method is that the Direct Distributor is consistently held up in "edification." This makes him someone who is to be trusted and emulated. There is constant reenforcement of this technique in training situations, or in rallies. In addition, it is taught in the line of sponsorship, that when a new Direct Distributor breaks, over 50% of his volume should be in one leg. It is patterned for a new distributor to be assured that his upline will help him to become a Direct Distributor. Technique used allows for upline Direct Distributors to work in one leg of this individual's group. They are consistently edifying the distributor whose organization they are building, however, relationships are being developed with the upline Directs. This is done to assure loyalty within the organization. Should a Direct Distributor break, and decide to do his own thing, relationships which have been developed upline would preclude any independence.

January 10, 1983

It is also customary for this line of sponsorship to consistently teach that the relationships in a line of sponsorship are sacred. Distributors are taught that they will not be able to build the business without the presence of an upline Diamond or an upline support structure. Inevitably, if Direct Distributors break off from this structure, their business begins to sag. In many cases, because they feel that they have violated the love and trust of the line of sponsorship, their businesses will ultimately disappear. We have had this occur at least three times in the Northwest in the last three years. So, while friendships are being developed, a dependency is also being created. It is this aspect of their methodology, that has allowed for charges of "mind control."

In all situations, within the line of sponsorship, distributors are taught that they are to do all that has been requested of them by their line of sponsorship. There is no room for individuality or creativity. They are taught consistently that there is no need for creativity, since the line of sponsorship has the answers for them. Decisions are made for distributors based on personality and the size of the business. However, as time goes on, a distributor finds himself more and more reliant upon the advice of the upline Direct, Emerald, or Diamond. In fact, after a Direct becomes a Diamond, he is still not free to act as he wishes. In the area of finances, a new Diamond in the Puryear organization recently confided that in order for him to buy a house, it was necessary for him to receive the approval of Ron Puryear and Bill Britt. Absolutely nothing is left to chance or creativity. There is always the chance of failure if someone is creative, and in order for their business to be credible, no failure is to be allowed.

2. Relationships with other lines of sponsorship. This section of the memorandum could be summarized in the word--NONE. Distributors are consistently advised to have absolutely no relationships with any other persons in the Amway business, with the exception of his upline organization. They may read no other material except that provided by their line of sponsorship. They may listen to no tape or receive any other information from any source, other than their line of sponsorship. If they wish to receive information from any other area, they are completely isolated by the line of sponsorship. The rationale given for this attitude is simply that there are no other successful lines of sponsorship in Amway. They are consistently taught that their line of sponsorship does two-thirds of the volume that Amway does annually. To assure that this sense of isolation is reenforced, the line of sponsorship has provided alternative sources of information so that the distributor organization is not dependent upon the corporation. It excludes from the sources of information any reference to any other line of sponsorship or any achiever in Amway. Although it may seem difficult for us to believe that people would acquiesce to this type of pressure, there is a great deal of insecurity present in the new distributor and his relationship to the business. In providing an organizational structure which gives security to the new distributor, and assuring him he need go no where else for information, this line of sponsorship effectively isolates its distributors from others.

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1. Relationships with the corporation. For most new distributors, the corporation is a complete enigma. Although they have signed an application with the corporation contractually agreeing to abide by certain principals, the line of sponsorship does not allow communication between the distributor and the corporation. Since his source of information is consistently upline, there becomes no necessity for the individual to develop that relationship. Historically, this line of sponsorship has viewed the corporation as an impediment to their growth. Because of the fiercely independent nature of its distributors, Directs, and Diamonds, the corporation has become viewed as a hindrance. There is an insecurity about the way that the corporation deals with any challenges in the distributor organization. First of all, this organization does not feel that the company can understand the impact of building the business on a person. It is their feeling that no one at the company completely relates to their efforts in attempting to build the business and organization. This includes even Rich and Jay. It is their feeling that Rich and Jay do not have an understanding of what it takes to build the Amway business today. Second, this organization feels insecure about the direction the corporation is taking. There is a constant feeling of competition with the corporation. In addition, this organization, because of its structure method of doing business, looks at the corporation as a rudderless ship. Every time that the company comes out with a change in direction, they feel that this is confusing to their new distributors. As a result, they discourage their distributors from being involved in any corporation function or tape program. In addition, the corporation serves to signal other success in other lines of sponsorship. This system does not allow that success can be built any differently than in the method that they use.

It is also this organization's feeling that the corporation cannot show the love or concern that is required in building the business. This has to do with relationships. It is their feeling that only on a one-to-one basis or in the building of the business can this relationship be developed. They also feel that because of the size of the corporation effective communication cannot always take place. They would prefer that this communication be done between the company and Diamonds, since Directs may be yet susceptible to confusion. They also feel encumbered by corporation paper work. Their goal is to simplify the business as much as possible.

In the words of one Diamond from the Northwest, "The Corporation should manufacture products and get out of the way." This sums up the extent of the relationship that these Diamonds wish to have with the company. Although this is an extreme point of view for many of these distributors, this view is often times heard as they honestly believe that the corporation is in no way motivating. It has been my judgment on observations, that they do not do a better meeting than we do, nor can they provide the same type of motivation as we do. However, in attempting to convince the corporation to stay out of the motivation business, it allows them to do two things: first, it further isolates the business, second, it allows them to operate a motivation business with little or no competition. Another factor involved is that in some cases, people are trained to do the business in an improper manner. Having a corporation representative stop a

Patric Sullivan
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Direct from doing certain practices causes confusion in their organization and a breakdown in the trust relationship that has been developed. In evaluating the techniques that their business utilizes, it can be proven that their isolation from the corporation has actually caused them difficulty

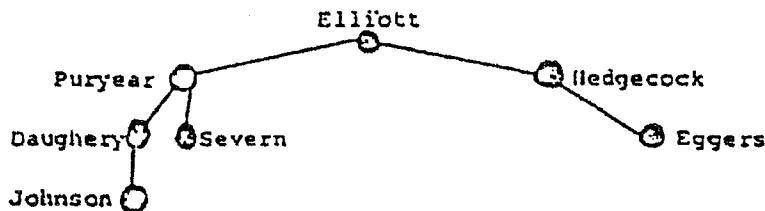
In some instances in this line of sponsorship's association with the company, where corrective matters have been taken, the measures taken often times caused animosity as opposed to understanding. This has also caused a strain in the relationship.

- 4. Summary paragraph. In the area of relationships, this organization has continually and consistently attempted to create an isolationist point of view with regards to all facets of the business. This isolationism is a present danger, since the loyalty and trust of the distributors and Directs lie with a few select individuals. As these select individuals go, so will go their business.

B. Motivation. If there are any discussions of any length with the Diamonds utilizing this system, it becomes clear that although they realize that they are Amway distributors, they consider their personal business to be the motivation (tool) business. I think there is little question that that is where the big money is made. The motivation business is also, where their primary allegiance lies. When asked, a Diamond in this organization will tell you that he is in the motivation business and that his Amway business would be impossible without his motivation business. So, there is developed a peculiar relationship. The motivation business could not exist without the Amway business, yet in all seriousness, these Diamonds feel that the Amway business is impossible without the motivation business. It has been clearly stated to me by more than one Diamond in this group that if anything is done that negatively affects the tool business, they would leave the business. Their motivation business falls into five categories. Three of these categories are unrelated to the business itself.

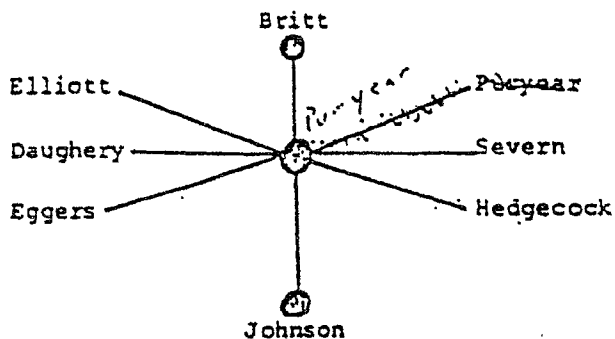
- 1. Tapes and books. When we observe these motivation businesses, the first area that causes concern is the area of tapes and books. These products are sold through the line of sponsorship with little regard for Rule 4. As one example, I would like to diagram the World Wide Dream Builders in the Northwest.

Actual:



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For tools:



Each of these Diamonds diagrammed deal with their downline Emeralds and Directs. It is well documented as to the inner workings of the tape business. However, each pin level gets a markup on the tapes with the largest given to the Direct Distributor. The reason for this is that the Direct becomes more involved in buy backs and inventory. In addition, because he is basically one legged, he is not profitable in his Amway business. So, at that level, the tool business subsidizes the Amway business.

2. Rallies. Although the corporation has decided that rallies are not products, this line of sponsorship believes that they are as a portion of the motivation business. A large portion of the money accumulated through the motivation business, comes from the rally system. Although Diamonds reap the largest percentage of profits, Emeralds begin to get a percentage of the gate receipts. In addition, Diamonds and Emeralds receive speaker fees at these functions. It is not uncommon for the profits on these functions to exceed \$25,000 to \$50,000 for a weekend or \$250,000 for a Free Enterprise night.

In addition, this is another area of entry into the Rule 4 violation. In all cases that distributors have become involved with other lines of sponsorship, it has been done through an invitation to a major function.

3. Accessories. This area of the motivation business is not recognized as that. However, in attendance at the major functions are vendors for other products to include jewelry, clothing, and automobiles. These accessories are made available to distributors so that they may appear successful. It is considered extremely important for Diamonds to show material success in the business. Although I cannot be certain, it would seem reasonable to assume that the individuals promoting the functions would receive a cut on everything sold there.
4. Counseling. Counseling is a non-profit area of the motivation business although it is an important one simply because relationships are developed. Counseling goes on continually with the upline also causing dependency. It is a portion of the motivation business because of the relationship of the counseling to decisions made in the motivation arena.

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5. Moving up. Moving up in the Amway business is considered to be an important part of the motivation area of the business. It is important to demonstrate success as the system (not the Amway business) allows. In most cases, moving up is important, in the method designed by the system, as opposed to the willingness to work the business. If a Diamond sponsors a Diamond, that second Diamond should not go Double until the first does. To do so is caused by ego as opposed to a desire to help others. It also causes anxiety with relation to the tool business. Although a formula has been developed so that Diamonds in depth get their fair share, there is some concern about Double Diamonds in depth.

SUMMARY

There is a major economic force at work with the tool business. Anything that is done by the corporation that will cause conflict or competition with this business could cause a major split. This business will crumble under its own weight for the following reasons.

1. Rights of the Directs. People are becoming more sophisticated about the Amway business. A lot of this sophistication has to do with the fact that Amway is no longer a "closet" business. A lot of people have heard of it and have talked about it. The biggest fear that Diamonds have in this system is that Directs will take Rich's speeches seriously, become "little Napoleon," and cut off their ability to move the motivation business downline? This has happened in some cases already and could happen many more times.
2. Greed. A continuing promise to all Directs in this system is that they will do as well (financially) or better than Diamonds in the system today. This may not always be possible. There have already been challenges with Diamonds in depth, and now Double Diamonds are going to break, which will further break up the continuity of the system. If someone elected to do so, he could go off and do his own thing without the line of sponsorship. The loyalty, trust, and love would already be built. Ego could destroy the traditional system. The system has encouraged "sponsoring up" so much that in many cases, the downline leader is smarter, more ambitious, and more ego bound than the upline.
3. The tool business (motivation) is illegal. If I understand the MLM system, there are certain parameters that confirm its legality. Unlike the Koscot method of marketing, the MLM system moves a product to an ultimate consumer outside of the business structure; i.e., a customer. Although the Amway business is legal (no question), the tool business is not (my conclusion).
 - a. It is a pyramid. It sells only to those who are involved in its structure.

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January 10, 1983

- b. It may violate tax laws. It is hard to determine whether or not proper sales taxes are paid (especially in the state of Washington).
- c. A real danger of inventory loading without the protection of a buy back rule exists. This has already occurred (Mackey). It will happen again.
- d. It could be construed as an employer/employee relationship.
- e. It is not a free enterprise opportunity. A downline Direct is not to compete with an upline Diamond.

The motivation business is getting larger than expected. None of the major participants really wishes to deal with it in a detail sense. With proper prodding, this business will fail.


EXHIBIT E

6:48 PM
9/19/95

SETZER FINAL PROPOSAL

- Setzer will be paid 10 cents as shown below. Ronald Gooch will be paid 1 cent by Setzer on Gooch/Childers domestic tape volume provided by our tape supplier, InterNet. All payments are to be made on a monthly basis.
 - 6 2/3 cents by Childers on Childers volume
 - 6 2/3 cents by Gooch on Gooch's volume (not including Childers)
 - 3 1/3 cents by Yager on the Gooch/Childers volume
- D'Amico will pay \$2.70 for tapes.
- The difference between D'Amico's price of \$2.70 and Setzer's price will be remitted to Gooch's office for appropriate distribution downline.
- Hart will pay D'Amico 30 cents on Nealis.
- Hayes' price for tapes will not change. He will continue paying the same price as he has in the past with Hart. His price will be reviewed when a volume break system is initiated.
- Hayes will purchase his tapes through Childers. Childers will make the appropriate distributions downline.
- Hayes can attend Yagers' function. Childers and Gooch will talk with Jeff Yager about remuneration.
- A positive statement agreeable with all parties will be drafted to follow as a guideline by all parties when questioned by other parties.
- No negative statements will be made between Setzer, Gooch or Childers concerning each other.
- We will request Don Brindley work with Hayes in Brazil on pricing. We will strongly request Brindley work with Hayes in good faith. Gooch/Childers will review the outcome and compare to other Diamonds working in Brazil to determine the fairness of the arrangement.
- **All parties agree not to initiate actions, conversations, or discussions about tool pricing that would "entice" any more distributors to move from whom they are currently working with.**
- This agreement is null and void if any of the points above are breached.

We understand that this agreement needs to be reviewed by appropriate legal counsel for possible illegal acts, However, the spirit of this agreement must be maintained in the final revisions to this document.


Hal and Susan Gooch

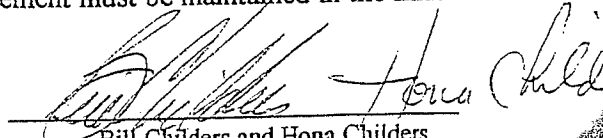

Bill Childers and Hona Childers

EXHIBIT F

EXHIBIT G

JAN 16 '98 02:45PM AMWAY*SALES PLAN ADM

P.1



Amway Corporation, 7575 Fullon Street, East, Ada, Michigan 49355-0001

FAX (6 Pages Total)

From the Office of Bob Kerkstra

Phone: 616-787-7009

Fax: 616-787-7768

TO: Hal Gooch Ken Stewart
Bill Childers Steve Woods
Tim Foley

FROM: Bob Kerkstra

DATE: January 16, 1998

As promised at our meeting January 12, attached please find a memo with Amway's recommendations on managing change, along with a suggested script for responding to questions you are likely to receive.

Thanks for your help!

JAN 16 '98 02:45PM AMWAY*SALES PLAN ADM

P.2



Amway Corporation, 7575 Fulton Street, East, Ada, Michigan 49355-0001

Memorandum

TO: Diamonds and above

FROM: Rob Davidson

DATE: January 16, 1998

SUBJECT: Managing Change Within a Support System

This memo is being sent to you to clarify Amway's position concerning the rights and responsibilities of distributors who may be affected by changes within a support system. Amway asks for your total cooperation in preserving and protecting the integrity of the Amway Sales and Marketing Plan and Rules of Conduct during any period of change.

Line of affiliation reorganizations can be accompanied by emotional reactions, the spreading of negatives and rumors about other distributors, and written and unwritten complaints to Amway. Because actions resulting from confusion can have serious, adverse impact on many Amway businesses, it is important for every leader to know the rules and to help effectively resolving any challenges that may arise.

Rule 102(d) Non Amway Selling Activities (Formerly Rule 4)

This rule is designed to protect all Amway distributors from being asked to purchase things by Amway distributors other than their own sponsor. The rule precludes all Amway distributors from soliciting to sell non-Amway things to any other distributors, unless they are personally sponsored. Note that the rule doesn't prevent such sales, just the *solicitation* for them.

page 2
(continued)

How does this rule apply to changes within a support system?

Initiating a contract to discuss the situation with another Amway distributor who is not personally sponsored could be perceived as solicitation, in violation of Rule 102(d). Even if your intent is only to justify your own position, or to explain what you think is going on, you could cause unnecessary confusion in the other distributor.

What if someone calls you and asks questions about the changes within a support system?

Unless you are their personal sponsor, you should tell them that you are not in a position to help them, and send them back to their upline.

Precaution concerning Amvox messages:

To make sure that Amvox messages are not sent to those who may complain of solicitation under this rule, Amway suggests that all leaders check their distribution lists and make any appropriate changes.

The rights of Direct Distributors:

Amway supports the rights of distributors (who are qualified Direct Distributor) to make decisions about how their personal groups, down to the next qualified, will be trained, supplied, and motivated.

What are non-Directs?

Under the Rules, distributors must receive their Amway products from, through, or with arrangements made by their sponsor or Direct Distributor. For the same reasons, receiving training and motivation from, or through, one's sponsor or Direct Distributor preserves the integrity of the Amway Sales and Marketing Plan.

Therefore, Direct Distributors, should they be called by non-Directs from another Direct Distributor's group, recognizing the importance of the integrity of the line of sponsorship, should say they are not in a position to help them and refer them

JAN 16 '98 02:46PM AMWAY*SALES PLAN ADM

P. 4

page 3
(continued)

back to their Direct Distributor. Amway would like non-Directs to work with their Direct and give it a chance for a period of time before exploring other options.

If non-Directs still refuse to work with their Direct, they are free to buy or obtain Business Support Materials for their own use, or for resale, from any supplier they choose. If they wish to do this, but retain their position in the line of sponsorship, Amway would tell them to talk with their Direct about obtaining a written servicing arrangement. Distributors who wish to discontinue all business relationships with their Direct may talk to their Direct about obtaining a transfer to another group, or, they may quit the Amway business for six months, after which they may reapply under the terms and conditions of Rule 105(f)(4), the Six-Month Inactivity Rule.

Amway needs your help in communication to your downline the importance, especially now, of not cross-lining. No solicitation. No passing on rumors. Control personal observations. Avoid saying or doing anything that would polarize distributors. Keep your group intact. Prevent confusion. If you have a question go to your upline or call Amway.

Finally, if you feel that someone is not abiding by the spirit of the above rules, Amway's process calls for us to follow up on any complaint from the person solicited that is documented in writing.

Thank you for your commitment to the principles that make this business so great. Our cooperation with each other, even where philosophical differences may exist, is vital to our success. I thank you, in advance, for your assistance.

JAN 16 '98 02:47PM AMWAY*SALES PLAN ADM

P.5

Suggested Responses for Leaders Who Are Asked Questions
January 16, 1998

Is it true that there has been a split in the Yager organization?

There will be a change in the support system that will affect some distributors. Hal Gooch, Bill Childers, Tim Foley, Ken Stewart, and Steve Woods have experienced continued growth and expansion. Because of group sizes, the leaders of these organizations have decided to take more responsibility in educating their groups.

Is this like a divorce?

(It's to be expected that distributors will speculate on possible reasons for change within the support system. Be aware that distributors may be attempting to confirm rumors or justify their own beliefs about what has happened.)

This isn't a divorce. What has happened can be expressed in an analogy: the child has learned, has grown up, and believes he is big and able enough to leave home and take on responsibilities for himself.

Does this change have Dex's blessing?

The leaders have discussed this with Dex and they are all working together during a transition period. They all encourage distributors to support their cooperative efforts.

Are we still Internet?

Hal Gooch, Tim Foley, Bill Childers, Ken Stewart, and Steve Woods have decided they will be using the name of Pronet, which is the name these leaders have used in other countries.

Can we still order Internet tapes?

Please talk with your upline with any questions about the business support materials used in your group.

JAN 16 '98 02:47PM AMWAY*SALES PLAN ADM

P.6

Script for Amway Staff who are asked questions about changes to the Yager/Gooch line of affiliation:

January 16, 1998

There have been discussions among Dexter Yager, Hal Gooch, Tim Foley, Bill Childers, Ken Stewart, and Steve Woods concerning changes in the way business support materials will be handled in the future.

Due to the continued growth and expansion within the Yager organization, these leaders will be taking on more responsibility for the education of their groups. The Yagers and these key leaders are working together during a transition period and they all encourage distributors to support their cooperative efforts.

Amway Corporation appreciates your help in discouraging rumors which may speculate on any changes within the support system. Please refer questions upline.

UAAA014545

EXHIBIT H

To: IBOAI Board

IBOAI Board Presidents Cabinet Representatives

BSM Task Force:	Jeff Carlton	Hal Gooch
	Jack Daughery	Brian Hays
	Jim Dornan	Paul Miller
	Greg Duncan	Bo Short
	Jim Floor	Jody Victor
	Billy Florence	Steve Woods
	Tim Foley	Jeff Yager

From: Rob Kerkstra Ken McDonald John Parker

Date: September 26, 2000

We advised some of you in late July that we had heard from a group of Diamonds that had advised us they had decided to split and form a new support group called In Focus. They had asked us to provide them with certain contractual services. The purpose of that communication and of this memo now is to share with you what is going on at this time so that folks in the field do not misinterpret these activities.

First, the Diamonds in In Focus had made their decision to form their own support group prior to contacting us. We did not in any way solicit or otherwise encourage these folks to leave their current BSM organization.

Since we wrote last, the three of us, along with representative members of the BSM Task Force, have met with members of In Focus. The highlights of that meeting were:

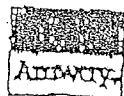
- We will investigate the ability to provide fulfillment of BSMs (specifically, the creation of a web ordering component and back end system) which would be offered to all LOAs. This service would be from Access Logistics, not Quixtar or Amway. We will report back to the BSM Task Force as soon as we have more information.
- We will consider the recommendations of the BSM Task Force and IBOAI Board before offering any service to LOAs.
- We are not interested in taking over the BSM business.
- We are committed to addressing the negative impact and related problems that some BSM systems have had on the business in cooperation with the BSM Task Force.
- We are committed to protecting the integrity of the Line of Sponsorship and paying Quixtar and Amway bonuses.

We hope you are in support of this effort. Please feel free to share this memo with those in your organization.

EXHIBIT I

APR 23 2000 11:26AM LEGAL 2ND FLOOR

NO. 661 P. 2



Amway Corporation, 7575 Fulton Street, East, Ada, Michigan 49355-0001
Legal Division

April 24, 2000

Mr. Peter Schneider
Rogers & Hardin
2700 International Tower
Peachtree Center
229 Peachtree Street, NE
Atlanta, Georgia 30303-1601

Dear Peter:

This is in response to your letter received April 19 requesting a meeting be scheduled between Doug DeVos and Brig Hart.

As you know, Amway has attempted for years to facilitate a resolution of the dispute between your client Brig Hart and other IBOs with whom he has worked in the past arising from his participation in business support materials. While we remain puzzled as to why you believe that Amway has the legal responsibility to resolve these private disputes, which do not appear to be covered by our Rules of Conduct or by Mr. Hart's Amway distributorship contract, we have tried repeatedly to help your client to work out these issues.

You have now advised us that you would like to arrange a face-to-face meeting between your client and Doug DeVos to explore ways that Amway might be able to resolve Mr. Hart's disputes, thereby averting litigation that you warn will create "considerable damage to all parties involved, especially Amway".

As always we are willing to do anything within reason to try to help Mr. Hart resolve all of his business disputes. While we do not understand what kind of resolution you would be able to suggest to Doug DeVos that has not already been thoroughly explored, or that could not be explored, through the significant efforts of Bob Kerckstra, we are open minded and receptive to new approaches. Please send us a detailed agenda for your proposed settlement meeting, as well as a list of proposed attendees. We will treat your proposed agenda (and, of course, any related meeting) as a privileged settlement negotiation. If we can agree on an agenda and attendance list we will schedule the meeting as quickly as possible at a mutually convenient time and place.

Please call me as soon as possible so that we can move this project along without delay.

Very truly yours,

Sharon D. Greer
Associate General Counsel
World Wide Sales Plan Matters
(616) 787-5797

Fax (516) 787-9027

Our Vision: To be the best business opportunity in the world.

EXHIBIT J

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0334	
CONNECTION TEL		18167874130
SUBADDRESS		
CONNECTION ID		
ST. TIME	08/26	15:20
USAGE T	00'	17
PGS.	1	
RESULT	OK	

TNT/CHILDERS ENTERPRISES

To: Larry Harper
 From: Bill S. Childers
 Date: August 26, 2002

Larry, I just wanted to follow up on our conversation from Thursday, August 22 and reiterate how important it is that Quixtar takes action to force Ken Stewart (as well as Hart and Schmitz) to fulfill his obligation as a Quixtar IBO to conciliate his disputes with us.

Thank you for your efforts in this regard. I look forward to hearing from you soon with a set date for the conciliation.

EXHIBIT K

Marilyn Hickey

Billy Florence – President IBOA International
220 Lyon Street N.W.
Grand Rapids, MI 49503

March 9, 2000

It has come to my attention that IBO's in my organization, as well as other groups are concerned about this litigation which has been exposed and edified by others, unknown to me, on the Internet. To maintain my good name and that of my good friend Dexter Yager, it is my intent, with regards to this letter, to clarify my position concerning this litigation.

First, I have now determined, by further investigation, that the information I had obtained before filing was incorrect.

Second, the litigation has been dismissed at my request. The issues for which I filed are no longer relevant, based on the incorrect information previously mentioned.

As a result of this action, the Corporation and the IBO's should be made aware that I no longer wish to pursue this matter. Any information inconsistent with this letter should be quashed and I encourage the Corporation, the Board, and individuals involved to do whatever they can to aggressively correct this matter.

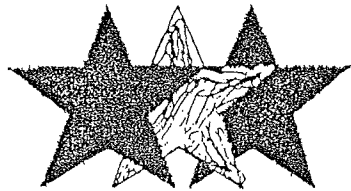
Please consider this letter my heartfelt apology to all concerned parties. Feel free to publish this letter in any appropriate manner.

Brig Hart

Date

8081 East Orchard Road, Greenwood Village, Colorado 80111
(303) 770-0400 • FAX (303) 770-2752

EXHIBIT L



AMWAY DISTRIBUTORS ASSOCIATION

To: Brig Hart

fox#: 904/543.9126 # 904/826 0284

from: Hal Coach/ADAB

Date: March 10, 1999 1682

Pages: 2 (incl cover)

Brig
This is a letter the ADA
Board put together for your
review.

I have reviewed the letter
and it looks good to me.
I would encourage you to approve
& sign and give us permission
to use or put on internet.

Hal

P.S. If you have any questions, call
me at Board Meeting at Amway Grand
Place. and BCC'd as soon as possible

041 284 05100

CONFIDENTIAL DRAFT

My Dear Friends:

I feel compelled to step out with a communication because I truly love the Amway business and want others to understand my position and thinking in filing a lawsuit.

For many reasons, some constructive and some confusing to me at the time, I received some ill-advised advice. As a result, a lawsuit was filed listing many allegations against other distributors. Today, I am not sure that those who gave me that advice fully understood the Amway business. They could have not fully appreciated all it offers. Through the utilization of the Amway conciliation process, the issues have been resolved and the lawsuit dismissed. The only good that has come from this is that I have re-established my relationship with those distributors.

Personally, I feel Amway is the greatest business opportunity second to none. The many blessings of the Amway business far outweigh any negatives or misunderstandings. The Amway business has provided jobs, funded missionaries, realized dreams - small, medium and large - for people from all walks of life. I am so thankful for my supportive uplines and downlines who continue to inspire tens of thousands of Amway distributors throughout the world. There is no better opportunity I would endorse or have my children be associated with one day in a most exciting way.

My personal beliefs and actions should not cause you to doubt the Amway opportunity. Today, I fully believe in the Amway business. Without reservation, I highly recommend the Amway business opportunity. May God bless you and your family.

Warmest personal regards,

Brig Hurt