

C. Scott Sykes, Jr.
6623 Hunters Ridge
Dallas, Texas 75248

December 3, 2007

Mr. Gary VanderVen
Director – Global Rules and Regulations
Alticor and Quixtar
5101 Spaulding Plaza
Ada, Michigan 49355-0001

Dear Mr. VanderVen:

Pursuant to Quixtar's Rules of Conduct, I hereby give notice of resignation of my IBOship # 1431482, effective as of December 1, 2007. I make this decision with regret, but Quixtar has left me no alternative as you have already constructively terminated my IBOship by Quixtar's recent actions and conduct.

The business has changed significantly and negatively since I joined as an Amway distributor in the early 1990s. It is clear to me that the guiding principles that made the Amway/Quixtar such a success in the past, and which excited me to become an Amway distributor, have been ignored and abandoned by the Company's current leadership. It is also clear to me that actions taken against me personally and recent business decisions made by the company evidence the fact that Alticor/Amway/Quixtar have departed from free enterprise principles that made the business a guiding light in America.

Quixtar has materially altered the relationship between the company and its sales representatives – originally "distributors" under Amway and now "Independent Business Owners" (IBOs) under Quixtar. First, Quixtar has unilaterally forced material changes in the contract with its IBOs without approval of the IBOs, as evidenced by the fact that I was forced to agree to certain material changes in my contract at the risk of losing the business I had developed over at least 8 years. I know other IBOs were similarly forced to agree to similar changes in their contract. Quixtar's unilateral at-will termination, coupled with unconscionable non-compete and non-solicitation clauses essentially traps the IBOs in a system that is the antithesis of free enterprise. IBOs are dictated to rather than treated as truly independent business owners. We recently learned in Court testimony that Quixtar claims that it "owns" the organizations built by the IBOs...this is totally contrary to representations which have been made for years that IBOs "own" a business which is willable to future generations.

Quixtar's refusal to build a model that allows the IBOs to negotiate and have a voice in the business pricing and bonus structure of the business is unfortunate. My understanding is that it used to be that IBOs, through the IBO Board, had a significant "say" in pricing and other operational business issues that affect the "field" force. I understand that this is no longer the case and is no longer welcome by Quixtar's current management.

Further, with what I now know and what has been revealed about how Quixtar interprets the Rules of Conduct and views its "rights", I don't believe that Quixtar is properly representing the company and the business opportunity to new prospects. If it were to do so, no one, in my judgment, would want to join Quixtar. Quixtar does not require that prospects understand or even be told what the material terms are in the form agreement Quixtar requires that they sign to become an IBO. The material terms of the Quixtar form agreement are concealed in the voluminous body of the Rules of Conduct, and are unknown to the IBOs until Quixtar wants to use them to discipline an IBO. This is unfortunate.

In my personal case, Quixtar wrongfully threatened to terminate my IBOship merely because I was associated with the TEAM. To my knowledge, I have never done anything to violate Quixtar's rules and I have always been in good standing. Additionally, Quixtar wrongfully terminated our business leaders, friends and upline without so much as a warning, and then breached the Rules of Conduct by publishing Quixtar's actions to the World.

Quixtar has shown that it has no intention of correcting its past mistakes, and, in fact, has recently shown further disrespect for its IBOs by allowing consumers to purchase products directly from the Corporation without a referring IBO, and just last week Alticor announced that for the past two years it has been working on the development of a competing business in the entertainment industry.

I have learned that many IBOs have recently been affirmatively terminated by Quixtar merely because they were found with TEAM materials in their possession or because they sold a TEAM SM. Undoubtedly, but for Judge Bush's Preliminary Injunction, Quixtar would have terminated me by now. Quixtar has certainly made no effort to encourage me to continue in a business relationship with Quixtar, and based on Quixtar's actions in the litigation in which I am a plaintiff, it is evident that Quixtar would prefer that I, like other TEAM members, should "just go." These factors - and many more - have gone into my decision that it is no longer possible for me to continue in a business relationship with Quixtar in the future and that my only solution is to acquiesce in Quixtar's constructive termination of my business.

I am very disappointed because I held Quixtar and its management to higher standards. I do not agree with recent decisions made on how you plan to conduct the business in the future and how you interpret the IBO contract and how you have forced me to agree to material and unilateral changes in my IBO agreement.

Sincerely,

C. Scott Sykes, Jr
IBO- 1431482

cc. Steve and Jane Collins, my IBO sponsors