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FAX TRANSMITTAL

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Christian Varin  
UCI  
37 Rte de Chavannes  
CH-100 Lausanne 23  
Switzerland

Dear Christian Varin:

I am in receipt of your fax dated August 8th, 2001. I have contacted Mr. Horner and he has confirmed that he has not received his check as of August 8th 2001.

Therefore I once again demand that the UCI draw on the bank guarantee pursuant to UCI cycling regulations section 216.028. The regulations are quite clear, yet the UCI refuses to follow the regulations despite several written demands and the fact that Mr. Wordin has directly informed both the riders with the UCI that he does not have money to pay the riders.

UCI cycling regulations section 216.052 states that a team shall announce its dissolution due to its inability to pay riders. Mr. Wordin has directly informed the UCI that he is unable to pay his riders therefore the team should be dissolved.

Mr. Horner has been very patient however at this point he has become very disillusioned with the UCI regarding the bank guarantee. It is imperative that the UCI draw on the bank guarantee immediately rather than wait for each individual rider to request to be paid. The UCI is well aware that Mr. Wordin does not have the money to pay his riders and in fact has not paid his riders therefore it is continuing negligence of the UCI to stand by and not draw on the bank guarantee.

Mr. Verbiest has been quite clear that either all members of the team agree on an alternative solution or they can be no agreement between the UCI and Mr. Wordin. My clients, Mr. Horner and Mr. Landis will not agree to the arrangement that Mr. Wordin has proposed to UCI. Therefore I request that the UCI draw on the bank guarantee as the regulations states that the rider has not been paid for guarantee will be drawn upon and he will be paid no sooner than 30 days from which day the money was drawn. Once again I believe the UCI is committing a continuing negligence regarding their duties and is therefore subjecting the UCI to possible liability regarding nonpayment and failure to draw on the bank guarantee.

I have expressed my concerns to UCI regarding the validity of the bank guarantee. The UCI cycling regulation section 216.026 states that the guarantee is not sufficient and said the deficiency is not made up within 30 days a team shall be suspended. Therefore due to the nature and gravity of the current situation I request the UCI provide me with satisfactory proof for the bank guarantee immediately.

In closing I would like to remind you that many of the riders have family including children who are counting upon their fathers to put food on the table. Mr. Horner had to have a garage sale to pay his monthly bills and feed his children this month. There are many other riders on the Mercury cycling team who are in the same position. Mr. Wordin has been given time by the UCI to remedy the current situation yet all his actions are solely focused on 2002. Meanwhile Mr. Wordin continues to spend what money he has left on his personal bills and proposition new riders for the year 2002 while he simultaneously tells his riders to stick by him and he will provide them with jobs for the year 2002. I ask you to do the right thing which is to draw on the bank guarantee and follow the rest of the rules which apply in the current situation so that the riders in this situation will be taking care of rather than being further victimized by Mr. Wordin.

Sincerely,

Michael P. Rutherford