

Exhibit: 16

No. of Pages....2

ARMSTRONG & ASSOCIATES, P.C.

July 2, 1999

Mr. Mark Gorski
General Manager
DF&P Furst and Partners
One Harbor Drive
Suite 200
Sausalito, CA 94965

Dear Mark:

In accordance with our discussions, Lance Armstrong ("Armstrong") would like to continue his relationship as a member of the U.S. Postal Service Professional Cycling Team, which is owned and managed by Diason Furst and Partners ("DF&P"). This letter agreement (the "Letter Agreement") is intended to outline the general terms of a professional rider agreement into which Armstrong will enter with DF&P in the future.

1. The term of this Agreement is from July 2, 1999, to December 31, 2001. Armstrong's base salary and bonuses for 1999 will be based upon his existing rider agreement.

2. DF&P will pay Armstrong a base salary of \$750,000.00 in 2000 and \$975,000.00 in 2001. The base salary in each year will be increased if Armstrong earns any salary enhancements (the "Salary Enhancements"). If Armstrong earns any bonuses in 1999 in accordance with Section 3 of this Letter Agreement, his 2000 base salary will be increased by the amount of the bonuses. If Armstrong earns any bonuses in 2000 in accordance with Section 3 of this Letter Agreement, his 2001 base salary will be increased by the amount of the bonuses. Notwithstanding the previous two sentences: (i) the first \$75,000.00 in Salary Enhancements earned in 1999 will not apply to the 2000 base salary; and (ii) the first \$125,000.00 in Salary Enhancements earned in 2000 will not apply to the 2001 base salary. The Salary Enhancements in this Letter Agreement supersede the salary enhancements in Armstrong's current professional rider agreement regarding his 2000 salary. Armstrong's base salary will be paid in twelve equal installments due on the first of each month during the term. The maximum salary DF&P will be required to pay Armstrong in any calendar year is \$2,500,000.00.

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

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RESPONDENT'S 3

EVENT	BONUS AMOUNT
Tour de France overall GC - 1 st place	\$1,000,000.00
Tour de France overall GC - 2 nd place	\$500,000.00
Tour de France overall GC - 3 rd place	\$300,000.00
Tour de France stage- 1 st place	\$75,000.00
Tour de France stage- 2 nd place	\$35,000.00
Tour de France stage- 3 rd place	\$10,000.00
Tour of Spain/Italy overall GC - 1 st place	\$250,000.00
Tour of Spain/Italy overall GC - 2 nd place	\$100,000.00
Tour of Spain/Italy overall GC - 3 rd place	\$50,000.00
Tour of Spain/Italy stage - 1 st place	\$20,000.00
Tour of Spain/Italy stage - 2 nd place	\$10,000.00
Tour of Spain/Italy stage - 3 rd place	\$5,000.00
World Championships road race - 1 st place	\$400,000.00
World Championships road race - 2 nd place	\$150,000.00
World Championships road race - 3 rd place	\$25,000.00
World Championships time trial - 1 st place	\$200,000.00
World Cups - 1 st place	\$100,000.00
World Cups - 2 nd place	\$35,000.00
World Cups - 3 rd place	\$10,000.00
Final UCI Points Standings - 1 st place	\$350,000.00
Final UCI Points Standings - 2 nd place	\$150,000.00
Final UCI Points Standings - 3 rd place	\$100,000.00
HC Stage Races GC - 1 st place	\$30,000.00
HC Stage Races Stage - 1 st place	\$15,000.00
USPRO Championship - 1 st place	\$35,000.00
UCI 1.1 one day races - 1 st place	\$25,000.00
Leader's Jersey at the Tour de France Winning the Jersey Stages 1-12	\$25,000.00
Leader's Jersey at the Tour de France Winning the Jersey Stages 13-22	\$50,000.00
Leader's Jersey at the Tour de France Defending the Jersey (Per Day) Stages 1-12	\$15,000.00
Leader's Jersey at the Tour de France Defending the Jersey (Per Day) Stages 13-22	\$25,000.00