

Settlement and Mutual Release

1. This is an agreement for the settlement of claims that have been asserted, or which could have been asserted, in the matter styled *Gentle Wind Project et al. v. Judith Garvey, et al.*, pending in the United States District Court for the District of Maine, Dkt. No. 04-103.
2. The parties to this Agreement are Gentle Wind Project and each of the plaintiffs in the action, whose names appear as signatories at the bottom of this Agreement, and who are hereinafter referred to collectively as "Plaintiffs," and defendant Steve Gamble. Gamble does business under the name Equilibra. For purposes of this Agreement, the term "Gamble" shall include Steve Gamble and Equilibra.

Covenants:

1. Each Plaintiff, on behalf of himself, herself or itself, and their respective heirs, distributes, successors-in-interest, and assigns, does hereby release, acquit, and forever discharge Gamble of and from any and all debt, charges, demands, actions, causes of actions, contracts, controversies, agreements, promises, omissions, damages, claims, rights, liabilities and accounts whatsoever, in law or in equity, which any Plaintiff now has or may ever have had against Gamble, or which might be claimed to exist, from any time prior to and through the Effective Date (as defined below).
2. Gamble, on behalf of himself and his respective heirs, distributes, successors-in-interest, and assigns, does hereby release, acquit, and forever discharge each of the Plaintiffs of and from any and all debt, charges, demands, actions, causes of actions, contracts, controversies, agreements, promises, omissions, damages, claims, rights, liabilities and accounts whatsoever, in law or in equity, which Gamble now has or may ever have had against any Plaintiff, or which might be claimed to exist, from any time prior to and through the Effective Date (as defined below).
3. Gamble, in relation to Plaintiffs, and each of the Plaintiffs, in relation to Gamble, agrees not to engage in any unsupported disparagement of the character or conduct of any of the other, or the products or services offered or provided by any of the other. For purposes of this paragraph, "disparagement" means, in relation to a natural person, statements that would tend to diminish the reputation of the person in the eyes of his or her peers, and in relation to a product or service, statements asserting that a product or service is marketed deceptively or provides no benefit or utility to any consumer. For purposes of this paragraph, "unsupported disparagement" means disparagement that is not based on information authored and published by governmental agencies or independent

standards organizations, or not based on scientific, statistical or recognized qualitative analysis. Nothing in this paragraph shall be deemed to prevent any party from expressing his or her personal opinion about the efficacy of any product or service offered by another party, provided that such statement is clearly expressed as a personal opinion. Nothing in this paragraph shall be deemed to limit any party from providing testimony in any court proceeding, or providing answers in response to questions posed by governmental investigative or law enforcement authorities.

4. Gamble agrees that the contents of the article entitled "Gentle Wind Project," if henceforth published by Gamble on an internet web page, or distributed in electronic or magnetic form by e-mail, CD-rom or otherwise, shall be as attached as Exhibit A.
5. Gamble shall make the edits to the Equilibra web site as reflected in the lined-out items on Exhibit B, and shall thereafter not re-publish the deleted information on the Equilibra web site or anywhere else. Gamble shall cease and desist from taking, and in the future shall not take, any affirmative steps designed or reasonably calculated to cause any web site operated or controlled by him to be ranked highly in the results of any Internet search engine query using the term 'Gentle Wind Project'.
6. For a one year period, Gamble shall post the statement set forth on Exhibit C on the Home and Articles pages of the Equilibra web site.
7. This Agreement may be enforced in any Maine court or in any court in the United Kingdom having proper venue of the action. This choice of forum clause applies only to an action limited to enforcing this Agreement, and does not apply to any action that includes claims other than or in addition to the enforcement of this Agreement. Neither the fact of this Agreement, nor the choice of forum for any action enforcing it, shall be cited in support or opposition to any motion to dismiss an action for lack of personal jurisdiction, other than in an action limited to enforcing this Agreement.
8. Before commencing any action for breach of this Agreement, the party asserting a breach shall give a written notice to the other party identifying the asserted breach, and the party alleged to be in breach shall have three business days from receipt of such notice in which to cure such breach. If such breach is not cured within three business days, then the non-breaching party may commence legal action subject to the terms of this Agreement.
9. Promptly after all signatories have signed this Agreement, Plaintiffs shall file a notice of dismissal, with prejudice, of their claims against Gamble in the above-referenced Litigation.

10. This settlement is without prejudice to any factual assertion or legal argument advanced by any of the parties in the above-referenced Litigation. Plaintiffs and Gamble intend that this Agreement shall fully end the pending Litigation between them.
11. The parties hereby acknowledge and agree that no express or implied assurances or representations have been made or relied upon in connection with this Agreement, except as expressly set forth herein. This Agreement reflects the complete agreement of the parties and shall be modified only by means of a writing signed by all parties affected by the modification.
12. The parties represent and warrant that they have read everything in this Agreement, that they understand everything in this Agreement, that they understand that this Agreement is a contract and a legal document and that they have consulted with counsel about this Agreement before signing it.
15. The Effective Date of this Agreement is the latest date appearing beside the name of any signatory whose signature appears below.

Plaintiff signatories:

Date: Oct 13, 2004

GENTLE WIND PROJECT

By: Mary Miller

Its: President Co-Director

Date: Oct. 13, 2004

Mary Miller
MARY MILLER

Date: Oct. 13, 2004

Shelly Miller
SHELLY MILLER,

Date: Oct. 13, 2004

Carol K. Miller
CAROL MILLER

Date: 10/13/04

Joan Carreiro
JOAN CARREIRO,

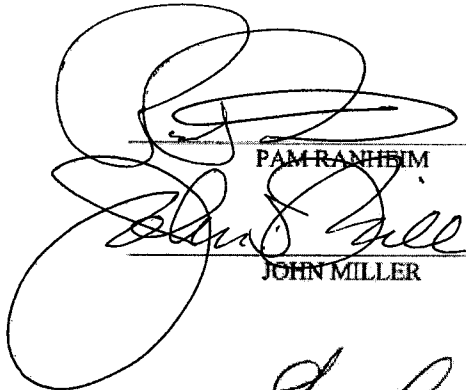
10/13/04
Joyce L. Groenen
NOTARY PUBLIC

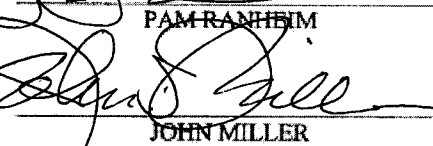
Date: 10/13/04

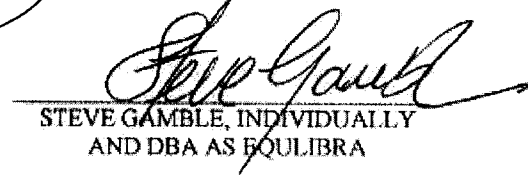
Date: 10.13.04

Gamble:

Date: 8th October 2004


PAM RANHEIM


JOHN MILLER


STEVE GAMBLE, INDIVIDUALLY
AND DBA AS FOULIBRA

10/13/04
Jayce L. Goodwin
NOTARY Public