

Appendix A

RELEASE

This release and covenant not to sue (hereinafter referred to as "Release") is entered into this 3rd day of February, 2000, between RICHARD BANDLER, individually and as a member of the Society of Neurolinguistic Programming and The Bandler Group, BRAHM VON HUENE, and DOMINIC LUZI (hereinafter referred to as "Plaintiffs"), and DR. JOHN GRINDER, CARMEN BOSTIC-ST. CLAIR, QUANTUM LEAP, INCORPORATED, and UNLIMITED, LTD., a California Corporation (hereinafter referred to as "Defendants"). The Plaintiffs and Defendants are collectively referred to as the "Parties."

In consideration of the covenants contained herein, and in consideration of the statement which is attached to this Release as Exhibit A, the Parties hereto agree as follows:

1. Plaintiffs and their agents, representatives, successors and assigns, and each of them, hereby release Defendants from any and all claims, liens, demands, causes of action (including but not limited to all and any claims for personal injury, general or special damages, or for wrongful death), obligations, damages and liabilities, known or unknown, that the Plaintiffs have had in the past, or now have or may have in the future, against Defendants, or any other persons or entities acting or purporting to act on their behalf, arising directly or indirectly out of or related in any way to the Plaintiffs' claims included in Cases Nos. 78482 and 132495 currently filed in the Santa Cruz County Superior Court, entitled

NOT LTD., et al. vs. UNLIMITED, LTD. and Richard W. Bandler, et al. vs. Quantum Leap, Inc., et al.

The Plaintiffs expressly understand and acknowledge that it is possible that unknown losses or claims exist, or that present losses may have been underestimated in amount or severity, and Plaintiffs explicitly took that in account in determining the amount of consideration to be provided for in the giving of this Release, and a portion of said consideration, having been bargained for between the Parties with the knowledge of the possibility of such unknown claims, was given in exchange for a full accord, satisfaction and discharge of all claims, ~~excepting any claims arising out of or related to copyrights.~~ Consequently, Plaintiffs hereto expressly waive all rights under California Civil Code §1542, which provides that:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

NOTHING CONTAINED HEREIN SHALL RELEASE ANY CLAIM ARISING OUT OF, OR RELATED TO, COPYRIGHTS.

Release includes all claims for costs, expenses and attorneys' fees, taxable or otherwise, incurred by Plaintiffs in or arising out of the above-referenced matters. In the event Plaintiffs or Defendants commence litigation to enforce any term or condition of this settlement agreement and release, the prevailing party in such litigation shall be entitled to recover, in addition to any damages suffered, their reasonable attorneys' fees and costs of litigation.

4. Plaintiffs hereto acknowledge that the consideration to this agreement does not constitute an admission or concession of liability by the Defendants, and that liability for any such claims or matters is expressly denied by all Defendants.

5. Plaintiffs hereby warrant that no other person or entity has claimed or now claims any interest of such party in the subject of this Release, and that Plaintiffs have the sole right and exclusive authority to execute this Release, to receive the aforesaid consideration, and that they have not sold, assigned, nor otherwise set over to any other person or entity any claim, lien, demand, cause of action, obligations, damage or liability covered hereby. Should some or all of the consideration paid under this Release fall into the hands of any third party lien claimant, Plaintiffs will nonetheless take, and do take, the position that the action is settled as to the Defendants.

6. That this Release shall be binding upon and for the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, devisees, and assigns, and that, in accordance with the attached settlement statement described as EXHIBIT A, all released Defendants have and shall continue to have the right to teach, train, certify, and produce, publish and sell materials of any fashion in the field of Neurolinguistic Programming, including having the right to use the term "Neurolinguistic Programming."

7. That each of the Parties warrants, with the exception

of the document attached as EXHIBIT A to this Release, no promise, inducement or agreement not expressed herein has been made in connection with this Release, and that this Release constitutes the entire agreement between the Parties herein named. It is expressly understood and agreed that this Release may not be altered, amended, modified or otherwise changed in any respect whatsoever. Each party hereto expressly agrees and acknowledges that it will make no claim at any time or place that this Release has been orally altered or modified or otherwise changed by oral communication of any kind or character.

8. The Plaintiffs and their respective agents, employees, insurers, successors, and predecessors in interest, and each of them, agree that upon the execution of this Release, they will indemnify the Defendants against any claims, demands, actions, or causes of action arising out of or resulting from the above-identified litigation, and further covenant and agree that as against the Defendants, they will never institute any action or proceeding, or cause to be instituted, or participate in any action or proceeding against the Defendants, their servants, employees, insurers, successors or predecessors in interest, or any of them, based upon any claims, demands, causes of action, obligations, damages or liabilities claimed or which could have been claimed in the above-referenced actions.

9. This Release is entered into by the Plaintiffs freely and voluntarily and with and upon the advice of counsel.

10. Should any provision of this Release be held invalid or

illegal, such illegality shall not invalidate the whole of this Release, but rather the Release shall be construed as if it did not contain the illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

11. This Release shall be construed and enforced pursuant to the laws of the State of California.

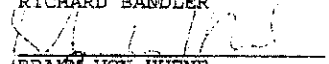
12. Plaintiffs agree to indemnify and hold harmless the Defendants from any lien claim, existing or potential, and will satisfy all valid liens or other such claims as required by law.

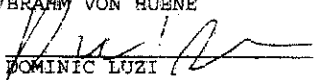
DATED: 7/3/2000

DATED: 7/3/2000

DATED: 2/3/00


RICHARD BANDLER


BRAMM VON HUENE


DOMINIC LUZI

In settlement of our legal disputes, DR. JOHN GRINDER AND DR. RICHARD BANDLER confirm that they are the co-creators and co-founders of the technology of Neurolinguistic Programming. Drs. Grinder and Bandler recognize the efforts and contributions of each other in the creation and initial development of NLP. Drs. Grinder and Bandler invite and encourage all interested parties to experience the significant contribution of each of them in the creation of this technology through such public presentations, written materials, programs, and certifications in NLP of such interested parties, as each may choose to offer.

Dr. John Grinder and Dr. Richard Bandler also recognize that each has continued, independently of the other, to create new patterns in the field of NLP, since 1983.

Dr. John Grinder and Dr. Richard Bandler mutually agree to refrain from disparaging each other's efforts, in any fashion, concerning their respective involvement in the field of Neurolinguistic Programming.

If either Dr. John Grinder or Dr. Richard Bandler distributes the terms of this agreement, it will be distributed only in its entirety.

DATED: February 3, 2000

DATED: February 3, 2000


JOHN GRINDER

RICHARD BANDLER

EXHIBIT A 