

INTERNATIONAL DISTRIBUTION AGREEMENT

THIS INTERNATIONAL DISTRIBUTION AGREEMENT (this "Agreement") is made this 29th day of June, 2006, by and between New Chapter, Inc. ("NCI") and Wisdom of Nature, Ltd. ("Distributor").

RECITALS

WHEREAS, NCI manufactures and sells products more particularly described on Exhibit A hereto (collectively, the "Products").

WHEREAS, NCI desires to appoint Distributor as its exclusive distributor in France, the Republic of Ireland, Italy, Portugal, Spain and the United Kingdom (the "Territory").

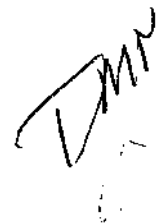
WHEREAS, Distributor desires to accept such appointment and distribute the Products in the Territory.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties mutually agree as follows:

1. PRODUCTS AND TERRITORY.

(a) Appointment. Subject to the terms and conditions of this Agreement, including the obligation to meet the minimum purchase requirements of Section 2(c): (i) NCI hereby appoints Distributor on an exclusive basis as its sole distributor in the Territory for the sale of the Products during the term of this Agreement and (ii) NCI will not grant to any other entity or person the right, exclusive or otherwise, to sell the Products, or any other products of NCI which are substantially similar to, compete with or may be substituted for, the Products, in the Territory (under the NCI name and mark, subject to the terms and conditions of this Agreement). Distributor obtains no rights in or to the underlying formulas, know-how, methodology or other proprietary rights of the Products, or NCI's trademarks, tradenames or other intellectual property or proprietary rights, all of which shall remain exclusively with NCI. Notwithstanding the foregoing, Distributor understands and agrees that (x) NCI sells its Products directly through internet and catalog sales, which may occur anywhere in the world, including the Territory and (y) NCI does not restrict its other distributors from engaging in catalog and/or internet sales, which likewise may occur anywhere in the world, including the Territory. Therefore, nothing contained herein shall preclude NCI or its other distributors from continuing to make internet and catalog sales anywhere in the world. Further, nothing contained herein shall preclude Distributor from establishing catalog and/or internet based sales, which may result in the sale of Products into areas outside the Territory.

(b) No Establishment of Competing Products in the Territory. During the term of this Agreement, Distributor agrees that it shall not manufacture, or have manufactured on its behalf, for resale in the Territory any products similar to the Products. However, should Distributor subsequently elect to manufacture and/or have manufactured on its behalf any such comparable products, NCI may terminate this Agreement upon thirty (30) days' prior written notice to Distributor.



(c) **Expansion of Products.** NCI reserves the right, in its sole discretion, at any time upon sixty (60) days' prior written notice to Distributor, to expand or reduce in any manner the Products which are covered by this Agreement.

(d) **Extent of Territory.** Distributor may, at its election, appoint sub-distributors in the Territory, subject to advance notice to NCI of any pending appointment of a sub-distributor and NCI approval. However, appointment of any sub-distributor by Distributor shall not minimize or eliminate the obligations and duties of Distributor under this Agreement.

2. PRICES AND PAYMENT.

(a) **Ordering.** Distributor shall order Products from NCI by submitting a written or electronic purchase order identifying the Products ordered, requested delivery date(s) and any export/import information required to enable NCI to fill the order. All orders for Products are subject to acceptance by NCI, and NCI shall have no liability to Distributor with respect to purchase orders which are not accepted.

(b) **Pricing by NCI.** If a purchase order is accepted in accordance with Section 2(a) above, the prices for Products covered by such purchase order shall be in U.S. dollars in accordance with the Product and Price List set forth in Exhibit A. NCI may from time to time amend Exhibit A to change those prices, such change being effective 45 days upon Distributor's receipt of notice thereof; provided, however, that no price change shall affect purchase orders offered by Distributor and accepted by NCI prior to the date such price change becomes effective.

(c) **Minimum Orders.** During each year of the term, Distributor shall be required to purchase no less than the minimum quantities of Products set forth on Exhibit B attached hereto. Failure to meet such minimum purchase levels shall be a material breach of this Agreement, and grounds for termination of this Agreement by NCI in accordance with Section 11, or alternatively, NCI may elect to make Distributor's appointment hereunder non-exclusive.

(d) **Pricing by Distributor.** Distributor shall be free to establish its own pricing for Products sold. Distributor shall notify NCI of its pricing, as in effect from time to time.

(e) **Distributor representations.** Distributor hereby agrees to: (i) obtain any required licenses or permits or comply with any other regulatory requirements in the Territory by providing all reasonably requested support, including but not limited to supplying such documentation or information as may be requested by NCI, to verify such compliance; (ii) comply with applicable decrees, statutes, rules and regulations of all applicable governmental bodies, including those of the European Union, its member States and agencies thereof; (iii) to maintain the necessary records to comply with such decrees, statutes, rules and regulations; (iv) to not re-export any Products except in compliance with such decrees, statutes, rules and regulations; (v) to not sell, transfer, or otherwise dispose of the Products in violation of applicable import laws; and (vi) to indemnify and hold harmless NCI from any and all fines, damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by NCI as a result of any breach of this subsection by Distributor.

(f) **Packing and shipment.** Unless Distributor requests otherwise, all Products ordered by Distributor shall be packed for shipment and storage in accordance with NCI's standard

commercial practices. It is Distributor's obligation to notify NCI of any special packaging and/or labeling requirements (which shall be at Distributor's expense). All shipments of the Products will be F.O.B NCI's facility. The risk of loss of or damage to any Products ordered by Distributor and shipped by NCI will pass to Distributor upon NCI's tender of delivery to the carrier for shipment. Distributor shall pay the costs of the transportation, insurance, sales taxes (if any), and similar charges identified to Distributor in advance of shipment. Distributor, at its expense, shall make and negotiate any claims against any carrier, insurer, or freight forwarder.

(g) Payments. All amounts due and payable with respect to a Product delivered by NCI in accordance with the preceding subsection shall be paid in full within thirty (30) days after date of invoice covering such Product. All such amounts shall be paid in U.S dollars by wire transfer, to such bank or account as NCI may from time to time designate in writing. Whenever any amount hereunder is due on Business Day, such amount shall be paid on the next such Business Day. For the purpose of this Agreement, a "Business Day" shall mean a day on which banks are open for business in New York, New York, USA. Amounts hereunder shall be considered to be paid as of the day on which funds are received by NCI or into NCI's account. No part of any amount payable to NCI hereunder may be reduced due to any counterclaim, set-off, adjustment or other right which Distributor might have against NCI, any other party or otherwise.

3. OTHER OBLIGATIONS.

(a) Facilities and resources. Distributor shall employ competent and experienced service personnel, provide appropriate facilities and resources so as to comply with all of Distributor's obligations under this Agreement. Distributor shall provide adequate and appropriate training to its staff concerning the Products.

(b) Promotional Materials. Distributor shall use sales and technical literature as well as promotional artwork and training materials provided by NCI. These materials shall be provided at NCI's cost, if meaningful, except where NCI and the Distributor agree that they shall be free. Distributor may only alter such materials or develop any other materials in connection with the marketing and distribution of Products (including but not limited to product brochures and sales aids), upon NCI's review for factual content and written approval prior to any use of such materials. NCI shall retain all right, title and interest in and to such materials.

(c) Customer Service. Distributor shall provide customer service (including, but not limited to, taking orders, responding to customer inquiries, fulfilling requests for quotes on Product pricing, and forwarding Product complaints to NCI as legally required) on a timely basis and shall provide such assistance and information to customers as is reasonably requested by NCI.

(d) Translations. Distributor shall translate, at its own expense, all user and product brochures, advertising and marketing information into the languages of its customers and provide NCI with advance copies of all such materials for approval by NCI. NCI shall own such translations and related intellectual property rights, but Distributor has a non-exclusive right to use such translations during the term of this Agreement in connection with its activities pursuant to this Agreement.

4. **RELATIONSHIP OF THE PARTIES.** Distributor shall be considered to be an independent contractor. The relationship shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture or agency of any kind. Distributor agrees to pay, and shall solely bear, all of its incurred expenses in connection with this Agreement, including without limitation all travel, lodging and entertainment expenses. Distributor shall have no right to enter into any contracts or commitments in the name of, or on behalf of, NCI, or to bind NCI in any respect whatsoever. In addition, Distributor shall not obligate or purport to obligate NCI by issuing or making any affirmations, representations, warranties or guaranties with respect to the Products to any third party.

5. **COMMERCIAL BEST EFFORTS.** Distributor agrees, for the term of and subject to the provisions of the term of this Agreement, to use its commercially reasonable best efforts to promote and market the Products to the maximum number of customers in the Territory. Distributor shall provide NCI with an annual analysis of the market, including market size, market share data, and competitive activities. Such information shall be provided to enable NCI in developing the global marketing and business plans for the mutual advantage of Distributor and NCI. Upon signing this Agreement, Distributor and NCI will jointly establish Distributor's performance objectives for the calendar year. The establishment of performance objectives will be repeated annually. The established performance objectives will become a part of this Agreement, and will be attached hereto as Exhibit B. Failure to meet any minimum established performance objectives shall constitute a material breach of this Agreement for the purposes of Section 11(c).

6. **REPORTING.**

(a) **Customer reports.** Distributor shall provide NCI with written quarterly reports, business trends, sales forecasts for the significant customers in the Territory, market forecasts and other reports requested by NCI.

(b) **Adverse Event Reporting.** Distributor shall notify NCI immediately of (i) all adverse comments or complaints by Distributor's customers regarding the Products, including comments regarding the Products' quality, stability, contamination, potency, condition, packaging, or any other attributes or defects, and (ii) all adverse events and adverse reactions that may be attributable to a customer's use of the Products, whether or not Distributor can confirm that the event is actually associated with the Product, and whether or not Distributor can confirm that the event was due to improper dosing or other negligence on the part of the physician or patient. Distributor shall provide NCI with information regarding the reporting requirements in the Territory.

(c) **Product Recall.** If either Party believes that a recall of any Products in the Territory is desirable or required by law in the Territory or elsewhere, it shall immediately notify the other Party. The Parties shall then discuss reasonably and in good faith whether such recall is appropriate or required and the manner in which such recall should be handled.

(d) **Remedial Actions.** It is NCI's exclusive right to issue recalls, safety alerts, advisory notices or similar remedial actions with respect to the Products. In the event of such remedial action, Distributor will support and fully co-operate with NCI to comply with applicable laws and regulations, and Distributor will notify its customers and, upon NCI's request, retrieve identified Products. If NCI initiates a product recall due to Product adulteration or health risk, then NCI shall

issue a credit to Distributor for all Products held in Distributor's inventory that are subject to such recall.

7. TRADEMARKS, SERVICE MARKS AND OTHER INTELLECTUAL PROPERTY.

(a) Intellectual Property. Distributor may use NCI's trade names, trademarks, service marks that are designated by NCI for each Product (the "NCI Intellectual Property") on a non-exclusive basis in the Territory, only for the duration of this Agreement and solely in connection with selling, marketing and distributing the Products in accordance with this Agreement. Distributor shall, upon NCI's request, cooperate with NCI in any action necessary or desirable to register with the appropriate governmental agencies any NCI trademark used or proposed to be used hereunder, and to protect any NCI trademark proposed to be used. Distributor shall not at any time do or permit any act to be done which may in any way impair the rights of NCI in the NCI Intellectual Property or the value of the NCI Intellectual Property.

(b) Quality Control. In order to comply with NCI's quality control standards, Distributor shall: (i) use the NCI Intellectual Property in compliance with NCI's applicable standards, as may be communicated to Distributor from time to time, and all relevant laws and regulations; (ii) accord NCI the right to inspect during normal business hours, without prior advance notice, Distributor's facilities used in connection with efforts to store or sell the Products in order to confirm that Distributor's use of such NCI Intellectual Property is in compliance with this provision; and (iii) not modify any of the NCI Intellectual Property in any way and not use any of the NCI Intellectual Property on or in connection with any goods or services other than the Products.

(c) Notice of Intellectual Property Infringement. Distributor shall promptly notify NCI in writing of any patent or copyright infringement or unauthorized use of NCI trade secrets or trademarks in the Territory of which Distributor becomes aware. NCI shall have the exclusive right in its sole discretion to institute any proceedings against such third party in its name and on its behalf. Distributor shall cooperate fully with NCI in any legal action taken by NCI against such third parties, provided that NCI shall pay all expenses of such action and all damage relating to damage suffered personally by NCI which may be awarded or agreed upon in settlement of such action shall accrue to NCI.

8. LIMITED WARRANTY. NCI shall manufacture the Product in accordance with the product, packaging, labeling and other specifications from time to time published by NCI. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NCI WITH RESPECT TO THE PRODUCTS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SUPPLIER).**

9. REPRESENTATIONS BY DISTRIBUTOR; DISTRIBUTOR COVENANTS.

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- (a) Distributor hereby represents and warrants to NCI that, as of the Effective Date:
- (i) it is qualified and permitted to enter into this Agreement and that the terms of this Agreement do not conflict with and are not inconsistent with any other of its contractual obligations.
 - (ii) it is validly existing and in good standing as a corporation under the laws of its jurisdiction of formation, and has all necessary corporate power to perform its obligations under this Agreement and its financial resources are sufficient to enable it to perform all of its obligations under this Agreement
 - (iii) it has sufficient personnel and capacity to perform its obligations under this Agreement; and
 - (iv) it owns or controls sufficient rights for it to perform its obligations under this Agreement.

(b) Distributor hereby covenants that Distributor (a) shall store the Products in accordance with the storage specifications that NCI will provide in writing, and in accordance with all applicable laws, rules and regulations in the Territory, (b) shall distribute and ship the Products within the Territory in accordance with NCI's packaging, shipping and distribution specifications for the Products that NCI will provide in writing, and in accordance with all laws, rules and regulations in the Territory, (c) shall not sell any Product with an expired shelf life, and shall dispose of any such expired Product in the manner required by NCI, and in accordance with all laws, rules and regulations in the Territory, (d) shall not adulterate or misbrand Products, or engage in any activity that could or does render Products adulterated or misbranded, and (e) shall maintain all necessary records for compliance with all laws, rules and regulations in the Territory.

10. INDEMNIFICATION IN FAVOR OF NCI.

(a) Indemnification. Distributor shall indemnify, protect and save NCI, its Affiliates (as defined below) and all officers, directors, employees and agents thereof (hereinafter referred to as "Indemnitees") harmless from all claims, demands, suits or actions (including attorneys' fees incurred in connection therewith) which may be asserted against NCI for any kind of damages, including without limitation damage or injury to property or persons and incidental and consequential damages, which may be sustained by any third party or any of the Indemnitees arising out of or incident to the conduct of Distributor's operations under this Agreement. For the purpose of this Agreement, "Affiliate" shall mean, with respect to a party, any company, natural person, partnership or other business entity that controls, is controlled by, or is under common control with such party, where the term "controls" denotes the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the possession, directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities, by contract, or otherwise (with correlative definitions for the terms "controlled by" and "common control").

(b) Insurance. During the term of this Agreement Distributor shall maintain an insurance policy issued by a reputable insurance company, which policy shall insure against any and all claims, liabilities, costs or expenses resulting from or caused by (or claimed to be resulting from

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or caused by) any use or operation of any products sold by Distributor in the amount of at least \$2,000,000 (U.S. dollars) per claim, and \$3,000,000 (U.S. dollars) for claims in the aggregate. Distributor shall provide NCI with certificates of insurance evidencing such coverage upon NCI's request from time to time.

11. TERM; TERMINATION.

(a) Term. Unless terminated earlier pursuant to the terms of this Section, the term of this Agreement shall be four (4) years following the Effective Date, renewable for additional one (1) year terms on the mutual written agreement of the Parties. Approximately three (3) months prior to the expiration of this Agreement, the parties will discuss the possible extension or renewal of this Agreement, which will be based on a mutually acceptable performance objective.

(b) Termination for material breach. Upon the occurrence of a material breach or default as to any obligation hereunder by either party and the failure of the breaching party to cure such material breach or default within thirty (30) days after receiving written notice thereof from the non-breaching party, this Agreement may be terminated by the non-breaching party by giving written notice of termination to the breaching party, such termination being immediately effective upon the giving of such notice of termination.

(c) Insolvency. Upon the filing of a petition in bankruptcy, insolvency or reorganization against or by either party, or either party becoming subject to a composition for creditors, whether by law or agreement, or either party going into receivership or otherwise becoming insolvent (the "Insolvent Party"), this Agreement may be terminated by the other party by giving written notice of termination to the Insolvent Party, such termination immediately effective upon the giving of such notice of termination.

(d) Effect of termination. In the event of a termination pursuant to any of subsections (b) or (c) above or upon expiration of this Agreement pursuant to subsection (a) above, NCI shall not have any obligation to Distributor, or to any employee of Distributor, for compensation or for damages of any kind, whether on account of the loss by Distributor or such employee of present or prospective sales, investments, compensation or goodwill. Distributor, for itself and on behalf of each of its employees, hereby waives any rights which may be granted to it or them under the laws and regulations of the Territory or otherwise which are not granted to it or them by this Agreement. Distributor hereby indemnifies and holds NCI harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Distributor under any applicable termination, labor, social security or other similar laws or regulations. Termination of this Agreement shall not affect the obligation of Distributor to pay NCI all amounts owing or to become owing as a result of Products tendered or delivered to Distributor on or before the date of such termination, as well as interest thereon to the extent any such amounts are paid after the date they became or will become due pursuant to this Agreement.

(e) Surviving provisions. Notwithstanding anything else in this Agreement to the contrary, the parties agree that Sections 7, 8, and 10 through 22 shall survive the termination or expiration of this Agreement, as the case may be, to the extent required thereby for the full observation and performance by any or all of the parties hereto.

12. SELL-OFF PERIOD; REPURCHASE OF INVENTORY.

(a) **Sell-Off Period.** Upon termination or expiration of this Agreement other than by NCI pursuant to Section 11(b) or Section 11(c), Distributor shall have the right to sell off its remaining inventory of Products on a non-exclusive basis for 90 days after such termination or expiration or for so long as such inventory exists, whichever is shorter; provided, however, that Distributor shall comply with all terms and conditions of this Agreement, including those that restrict reselling activities, in effect immediately prior to termination or expiration. Distributor's rights under this Section 12(a) are expressly subject to NCI's option to repurchase Distributor's inventory of Products, as set forth in Section 12(b).

(b) **Option to repurchase.** Upon either termination or expiration of this Agreement, as the case may be, NCI shall have the option (but not the obligation) to repurchase all or part of Distributor's inventory of Products, which option must be exercised in writing within 90 days after such termination or expiration. If NCI so exercises such option, NCI shall repurchase Distributor's inventory of Products that are saleable and in the original packages and unaltered from their original form and design, subject to NCI's inspection, test, and acceptance.

(c) **Repurchase price.** Any such repurchase of Distributor's inventory of Products shall be at the prevailing prices charged by NCI to Distributor for such Products at the time of repurchase. Repurchased inventory shall be shipped by Distributor according to NCI's instructions. Freight charges shall be borne by NCI, F.O.B. Distributor's warehouse. NCI shall pay Distributor for such repurchased Products within 45 days after NCI receives those Products in one of its facilities.

13. ASSIGNMENT. Distributor may not assign all or any part of its rights and obligations under this Agreement to anyone without the prior written consent of the NCI. Any prohibited assignment shall be null and void.

14. NOTICE. All notices given under this Agreement shall be in writing and shall be addressed to the parties at their respective addresses set forth below:

IF TO DISTRIBUTOR:

Wisdom of Nature, Ltd.
Mailing Address:
PO Box 128
Ashford, Kent
TN24 0WR United Kingdom

Street Address:
Foster Road
Ashford Business Park
Sevington, Kent
TN24 0SH UK

- (ii) The arbitration shall be conducted in New York, New York, USA pursuant to the Commercial Arbitration Rules of the International Chamber of Commerce, as amended from time to time (the "ICC Rules"), by one arbitrator (the "Arbitrator") selected pursuant to the ICC Rules.
- (iii) All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Either Party may at its expense make a stenographic record thereof.
- (iv) The Arbitrator shall complete all hearings not later than 90 days after selection or appointment, and shall make a final award not later than 30 days thereafter. The Arbitrator shall apportion all costs and expenses of the arbitration, including the Arbitrator's fees and expenses and fees and expenses of experts between the prevailing and non-prevailing Party as the Arbitrator deems fair and reasonable. Notwithstanding the foregoing, in no event may the Arbitrator award multiple, punitive or exemplary damages.
- (v) Either Party may assert appropriate statutes of limitation as a defense in arbitration; provided, that upon delivery of a Notice of Dispute any such statute shall be tolled pending resolution hereunder.
- (vi) The arbitration shall be conducted in the English language.

17. CONFIDENTIALITY.

(a) Confidential Information. Distributor agrees that NCI has a proprietary interest in any information provided to Distributor by NCI, whether in connection with this Agreement or otherwise, whether in written or oral form, which is (i) a trade secret, confidential or proprietary information, and (ii) not publicly known (the "Confidential Information"). Distributor shall disclose the Confidential Information only to those of its agents and employees to whom it is necessary in order properly to carry out their duties as limited by the terms and conditions hereof. Both during and after the term of this Agreement, all disclosures by Distributor to its agents and employees shall be held in strict confidence by such agents and employees. During and after the term of this Agreement, Distributor, its agents and employees shall not use the Confidential Information for any purpose other than in connection with Distributor's sale and distribution of the Products in the Territory pursuant to this Agreement. Distributor shall, at its expense, return to NCI the Confidential Information as soon as practicable after the termination or expiration of this Agreement. All such Confidential Information shall remain the exclusive property of NCI during the term of this Agreement and thereafter. This Section 24(a) shall also apply to any consultants or subcontractors that Distributor may engage in connection with its obligations under this Agreement.

(b) Permitted disclosure. Notwithstanding anything contained in this Agreement to the contrary, Distributor shall not be liable for a disclosure of the Confidential Information of NCI, solely to the extent that the information so disclosed: (i) was in the public domain at the time of disclosure without breach of this Agreement; or (ii) was known to or contained in the records of Distributor from a source other than NCI at the time of disclosure by NCI to Distributor and can be so demonstrated by competent written records; or (iii) was independently developed and is so

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demonstrated promptly upon receipt of the documentation and technology by Distributor; or (iv) becomes known to Distributor, without any restrictions on further disclosure, from a source other than NCI without breach of this Agreement by Distributor and can be so demonstrated by competent written records.

18. ENTIRE AGREEMENT. This Agreement, including all Exhibits and appendices hereto, supersedes and cancels any previous agreements or understandings, whether oral, written or implied, heretofore in effect and sets forth the entire agreement between NCI and Distributor with respect to the subject matter hereof. In the event of any discrepancy between any purchase order accepted by NCI and this Agreement, the terms of this Agreement shall govern. No modification or change may be made in this Agreement except by written instrument duly signed by the parties.

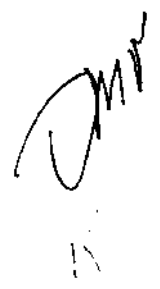
19. RESPONSIBILITY FOR TAXES. Taxes, whether in the Territory or otherwise, now or hereafter imposed with respect to the transactions contemplated hereunder (with the exception of income taxes or other taxes imposed upon NCI and measured by the gross or net income of NCI) shall be the responsibility of Distributor, and if paid or required to be paid by NCI, the amount thereof shall be added to and become a part of the amounts payable by Distributor hereunder.

20. FORCE MAJEURE.

(a) No liability for damages. Neither NCI nor Distributor shall be liable in damages, or shall be subject to termination of this Agreement by the other party, for any delay or default in performing any obligation hereunder if that delay or default is due to any cause beyond the reasonable control and without fault or negligence of that party; provided that, in order to excuse its delay or default hereunder, a party shall notify the other of the occurrence or the cause, specifying the nature and particulars thereof and the expected duration thereof; and provided, further, that within fifteen (15) calendar days after the termination of such occurrence or cause, such party shall give notice to the other party specifying the date of termination thereof. All obligations of both parties shall return to being in full force and effect upon the termination of such occurrence or cause (including without limitation any payments which became due and payable hereunder prior to the termination of such occurrence or cause).

(b) Cause beyond reasonable control. For the purposes of this Section, a "cause beyond the reasonable control" of a party shall include, without limiting the generality of the phrase, any act of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared).

21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court. The parties shall consult and use their best efforts to agree upon a valid and enforceable provision which shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

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22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

NEW CHAPTER, INC.

By: 

Name: Thomas M. Newmark

Title: PRESIDENT

WISDOM OF NATURE, LTD.

By: 

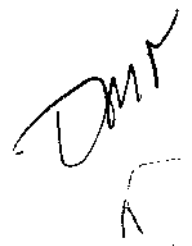
Name: Josephine Threlkeld

Title: Managing Director

EXHIBIT B
MINIMUM PURCHASE COMMITMENT

Calendar Year	Wisdom of Nature
2006	\$700,000
2007	\$1,200,000
2008	\$2,000,000
2009	\$2,500,000

All references are in US Dollars

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