

SETTLEMENT AGREEMENT

1. The Messer Parties (defined as Thomas Russell Craddick and William Alexander Messer III) hereby agree to assign the fishing trips they purchased to third-parties of Amazon Tours, Inc.'s choice. Amazon Tours, Inc. hereby agrees that upon completion of such transfer it will reimburse the Messer Parties \$10,600, the full amount they paid Amazon Tours, Inc. for the fishing trips.

2. In consideration of the foregoing covenants, the Amazon Party and the Messer Parties hereby mutually release each other from any and all claims and causes of action whatsoever, including but not limited to, those claims and counterclaims asserted against each other in that certain lawsuit styled *Amazon Tours, Inc. v. Thomas Russell Craddick and William Alexander Messer III*, and numbered 07-04813-J. pending in the 191st Judicial District Court, Dallas County, Texas, which lawsuit all parties agree to forthwith dismiss with prejudice.

3. Each party shall pay their own costs, expenses and attorneys' fees.

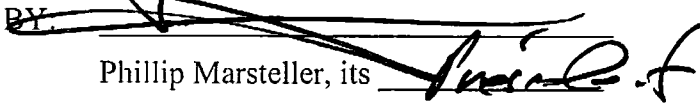
4. The parties represent that they are not relying on any oral statements made among them in entering into this agreement, that there are no oral agreements among them, and that this written agreement is the entire agreement among the parties.

5. If Amazon Tours, Inc. has not received a bona fide offer of at least \$10,600 cash for the two fishing trips from a third party within 30 days from date hereof, it may cancel this agreement with no liability hereunder. If Amazon Tours, Inc. receives such an offer, it shall be obligated to accept the offer and perform this agreement. at which time the Messer Parties will execute and deliver to Amazon the assignment attached hereto as Exhibit "A". In the event of cancellation, the mutual releases in paragraph 2 herein shall be void and of no force and effect.

6. Venue of any dispute arising out of this Settlement Agreement, including, but not limited to, any alleged breach of this Settlement Agreement, shall be solely in the District Court of Dallas County, Texas.

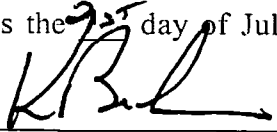
AGREED TO AND ACCEPTED BY:

AMAZON TOURS, INC.

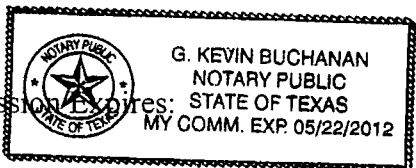
BY: 
Phillip Marsteller, its _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN to by me on this the 25th day of July, 2008, to certify which witness my hand and official seal of office.



Notary Public in and for the State of Texas



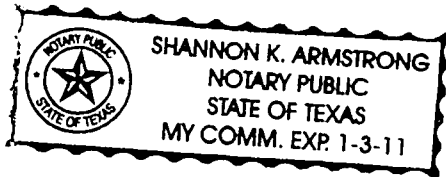
My Commission Expires:

Thomas Russell Craddick

Thomas Russell Craddick

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN to by me on this the 21st day of July, 2008, to certify which witness my hand and official seal of office.



Shannon K. Armstrong
Notary Public in and for the State of Texas

My Commission Expires:

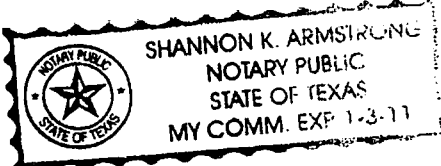
1/3/2011

William Alexander Messer III

William Alexander Messer III

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN to by me on this the 21st day of July, 2008, to certify which witness my hand and official seal of office.



Shannon K. Armstrong
Notary Public in and for the State of Texas

My Commission Expires:
1/3/2011

EXHIBIT "A"

ASSIGNMENT

Thomas Craddick and William Messer III hereby sell, transfer, and assign, without recourse or warranty, their fishing trip contracts with Amazon Tours, Inc. to _____ (Amazon Tours, Inc.'s designee) two fishing trips, the descriptions and details of which are known to, and accepted by, transferee(s). Thomas Craddick and William Messer III expressly disclaim any liability associated with the contracts.

THOMAS CRADDICK

WILLIAM MESSER III