

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 14th day of April, 2004 by and between the following parties("Parties"):

1. Joe Taylor, John Taylor, Tom Taylor and Mt. Blanco, L.L.C. (collectively "Taylor");
2. Pete DeRosa, Peter DeRosa, Linda DeRosa, Mark DeRosa, Creation Expeditions and Creation Expeditions, Inc. (collectively "DeRosa").
3. Doug Phillips, Vision Forum Ministries and Vision Forum, Inc. (collectively "Phillips")
4. Shannon Norris ("Norris")
5. Don Hart ("Hart")
6. Edward Watt ("Watt")

The Parties agree to settle all claims they may have against each other, whether based on contract, tort, statute, or in equity, including but not limited to claims arising out of any and all activities related to the excavation, preparation, and marketing of the Allosaur or any other bone fragments from the "Forbes Property" referred to in the May 1, 2002 Agreement between DeRosa and Dana and Brenda Forbes. Any claim arising from any action or inaction by any party prior to the date of this Settlement Agreement, including any action or inaction prior to May 1, 2002, is hereby released contingent upon the fulfillment of the following condition:

No later than June 13, 2004, DeRosa shall pay to Taylor the sum of One Hundred Twenty-Four Thousand Eight Hundred forty-three and 75/100 Dollars (\$124,843.75).

If Taylor does not receive said amount by 5:00 P.M. on June 13, 2004, this Settlement Agreement, and all of the provisions contained herein, shall be declared null and void.

Contingent on the foregoing, all parties agree to the following:

1. No party will disparage or defame any other party. Any claim of any act of disparagement or defamation occurring after April 14, 2004 must be brought in binding arbitration after June 13, 2004, with Rick Green, who served as the mediator, serving as the arbitrator (at his discretion). The parties expressly agree there will be no criticism by Taylor of the "Raising the Allosaur" movie. Taylor agrees not to distribute the movie known as "The Truth About the Raising of the Allosaur." All parties agree to remove from their own websites or publications any derogatory comments about the Raising the Allosaur movie or about any party to this Settlement Agreement. The parties agree Five Thousand Dollars shall be the amount of liquidated damages for each violation of this non-disparagement agreement.



2. Taylor agrees to indemnify DeRosa and Phillips against any claims brought by Dana or Brenda Forbes against DeRosa or Phillips based on any of the rights or claims assigned by them to Taylor in the attached Forbes/Taylor agreement.
3. The parties hereby represent that they have not assigned to anyone else any of the claims being settled hereunder. The parties represent that they are not aware of any claim of an ownership interest in the Allosaur other than by the parties hereto (which includes the interest previously owned by the Forbes and assigned by them to Taylor). The parties agree to indemnify the other parties with respect to any claims based on any such assignment or misrepresentation.
4. All parties represent they have the authority and capacity to bind themselves individually and any company for which they sign below.
5. All terms survive execution of this Settlement Agreement.
6. Attached hereto is a redacted copy of the agreement between Taylor and Dana and Brenda Forbes representing the assignment of the Forbes rights that are a part of the claims settled herein.
7. All parties agree Rick Green, who served as mediator for the parties on April 14, 2004, will serve, at his discretion, as the arbitrator on all matters relating to this Settlement Agreement, including but not limited to matters involving the interpretation, implementation and/or breach of this Settlement Agreement.
8. This Settlement Agreement shall be construed under the laws of the State of Texas.
9. The parties may choose to execute a more detailed Settlement Agreement prior to the payment being made by DeRosa, but such an execution is not required for this Settlement Agreement to be binding upon the parties.
10. All parties hereto hereby release any and all claims they may have against any of the attorneys for any of the other parties.
11. This agreement between Taylor and DeRosa is not contingent on agreement hereto by Phillips. In the event Phillips chooses not to agree to and sign this agreement, the remaining settlement between Taylor and DeRosa will remain binding and enforceable as if Phillips was never mentioned herein as a potential party to this agreement. In such an event, any releases by or of Phillips herein, and any other obligations and or rights herein between Taylor and Phillips, shall be null and void.

TAYLOR:

Joe Taylor 4-14-04
Joe Taylor, individually Date

Joe Taylor 4-14-04
Joe Taylor, on behalf of Date
Mt. Blanco, L.L.C.

John Taylor 4-14-04
John Taylor, individually Date
and on behalf of Mt. Blanco,
L.L.C.

Tom Taylor, individually Date
and on behalf of Mt. Blanco, L.L.C.

Shannon Norris 4/14/04
Shannon Norris Date

PHILLIPS:

Doug Phillips, individually Date

Doug Phillips, on behalf of Date
Vision Forum Ministries and
Vision Forum, Inc.

DEROSA:

Pete DeRosa 4-14-04
Pete DeRosa, individually Date

Pete DeRosa 4-14-04
Pete DeRosa, on behalf of Date
Creation Expeditions, Inc.

Linda C. DeRosa 4-14-04
Linda DeRosa, individually Date

Mark DeRosa 4-14-04
Mark DeRosa, individually Date

Peter DeRosa 4-14-04
Peter DeRosa, individually Date

Edward Watt 4/14/04
Edward Watt, individually Date

Don Hart, individually Date

TAYLOR:

Joe Taylor, individually Date

Joe Taylor, on behalf of
Mt. Blanco, L.L.C. Date

John Taylor, individually Date
and on behalf of Mt. Blanco,
L.L.C.

Tom Taylor *4-18-04*

Tom Taylor, individually Date
and on behalf of Mt. Blanco, L.L.C.

Shannon Norris Date

PHILLIPS:

Doug Phillips, individually Date

Doug Phillips, on behalf of Date
Vision Forum Ministries and
Vision Forum, Inc.

DEROSA:

Pete DeRosa, individually Date

Pete DeRosa, on behalf of
Creation Expeditions, Inc. Date

Linda DeRosa, individually Date

Mark DeRosa, individually Date

Peter DeRosa, individually Date

Edward Watt, individually Date

Don Hart, individually Date