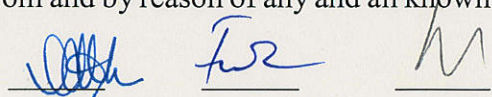


**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
CLAIMS AGAINST THE UNITED STATES OF AMERICA and THE REPUBLIC OF  
PERU**

It is hereby stipulated by and between the undersigned claimants (meaning James Alan Bowers; Cory James Bowers, by and through his next friend and guardian, James Alan Bowers; Kevin Donaldson; Barbara E. Donaldson; Garnett James Luttig, Sr.; Charlotte Davis Luttig; Garnett James Luttig, Jr.; Patrick D. Luttig; the estate of Veronica Bowers, deceased, by and through her personal representative, James Alan Bowers; the estate of Charity Bowers, deceased, by and through her personal representative, James Alan Bowers; the Association of Baptists for World Evangelism International, Inc.; and the Asociacion Bautista de Evangelizacion Mundial), the REPUBLIC OF PERU, and the UNITED STATES OF AMERICA, by and through their respective attorneys, as follows:

1. The claimants do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, against the REPUBLIC OF PERU and the UNITED STATES OF AMERICA, their agencies, and their employees, arising directly or indirectly from the acts or omissions that gave rise to the April 20, 2001 incident involving a civilian float-aircraft in Peru, under the terms and conditions set forth in this Stipulation.
2. For the consideration as specified herein, the claimants agree that they have received full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature against the REPUBLIC OF PERU and the UNITED STATES OF AMERICA arising from and by reason of any and all known





and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this Stipulation, including any claims for wrongful death, for which claimants or their guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the REPUBLIC OF PERU and the UNITED STATES OF AMERICA, their agencies, and their employees.

3. Subject to enactment of an appropriation and within 30 days thereof, the UNITED STATES OF AMERICA agrees to pay the sum of EIGHT MILLION and 00/100 Dollars (\$8,000,000.00), which sum shall be paid individually to the following claimants in respective amounts:

James Alan Bowers:	\$3,270,000.00
Cory James Bowers:	\$1,000,000.00
Kevin Donaldson:	\$1,000,000.00
Barbara E. Donaldson:	\$1,000,000.00
Garnett James Lutig, Sr.:	\$ 575,000.00
Charlotte Davis Lutig:	\$ 575,000.00
Garnett James Lutig, Jr.:	\$ 290,000.00
Patrick D. Lutig:	\$ 290,000.00

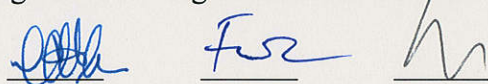
4. The REPUBLIC OF PERU agrees to: (a) replace the lost Cessna float plane operated by Mr. Donaldson at the time of the incident with a comparable float plane acceptable to the Association of Baptists for World Evangelism, which replacement





plane will be provided free of any and all other charges; (b) invite to participate in the selection of the replacement plane representatives of the Association of Baptists for World Evangelism and/or the Asociacion Bautista de Evangelizacion Mundial; (c) pay to the Association of Baptists for World Evangelism a sum of ONE HUNDRED THOUSAND and 00/100 Dollars (\$100,000.00) in compensation for medical expenses relating to injuries sustained by Kevin Donaldson; (d) pay the Association of Baptists for World Evangelism the sum of FORTY THREE THOUSAND FIVE HUNDRED SIXTY ONE and 00/100 Dollars (\$43,561.00) for costs relating to funeral and memorial services, recovery of the lost plane, and other related costs; (e) contribute to the Association of Baptists for World Evangelism and the Asociacion Bautista de Evangelizacion Mundial a recreational facility (i.e., two "lozas deportivas") to the existing training school operated by the Association of Baptists for World Evangelism in Iquitos, which facility shall be for the general public use of the local community; and (f) make the payments [specified in (c) and (d) above] within 60 days of this Stipulation.

5. The checks payable by the REPUBLIC OF PERU and the UNITED STATES OF AMERICA to the claimants will be mailed to Frederick W. Claybrook, Jr., Esquire and Karen Hastie Williams, Esquire, at Crowell & Moring, LLP, 1001 Pennsylvania Avenue, N.W., Washington, D.C. 20004-2595.
6. It is also agreed, by and among the claimants, that the respective claimants will each bear their own costs, fees, and expenses arising out of the negotiation and execution

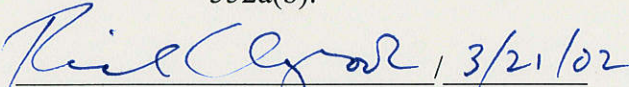


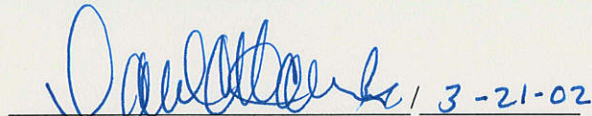


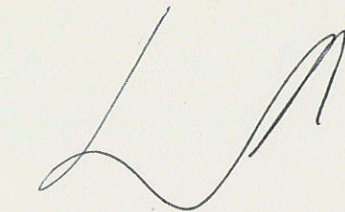
of this Stipulation and that any attorneys' fees owed by the claimants will be paid out of the settlement amount and not in addition thereto.

7. The persons signing this Stipulation warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any claimant is a minor or legally incompetent adult, the claimants must obtain State Court approval of the settlement at their expense. Claimants agree to obtain such approval in a timely manner: time being of the essence. Claimants further agree that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event claimants fail to obtain such State Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.
8. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the claimants expressly consent to such release and disclosure pursuant to 5 U.S.C. §

552a(b).

 3/21/02  
Frederick W. Claybrook, Jr., Esq.      Date  
Counsel for Claimants

 3-21-02  
Paul Clinton Harris, Sr., Esq.      Date  
Attorney for the United States of America

 3/21/02  
Allan Wagner      Date  
Republic of Peru  
Ambassador to the United States of America