

## **JOINT AND MUTUAL RELEASE OF ALL CLAIMS**

OZARK FISHERIES, INC (“OZARK”), and the Plaintiff Class (“Plaintiff”) of the class action lawsuit, entitled *Gary L. and Pricilla Austin, etal. v. Ozark Fisheries, Inc.*, 55C01-0010-CP-490 (the “Litigation”), for the consideration set forth in the Settlement Agreement dated November 20, 2010 and approved the Court on March 21, 2011, the receipt of which is hereby acknowledged, do hereby RELEASE, AND FOREVER DISCHARGE each other including, their officers, directors, shareholders, employees, attorneys, agents, servants, successors, predecessors, related entities, insurers, partners, limited partners, and all persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of services, expenses, attorney fees, and compensation whatsoever, which the undersigned have OR WHICH MAY HEREAFTER ACCRUE on account of or in any way growing out of any and ALL KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN, ANTICIPATED AND UNANTICIPATED damages and the consequences thereof resulting or to result from the facts and circumstances alleged in the Plaintiff Class’s complaint filed on October 18, 2000 in the Litigation.

All of the parties to this Release further understand that this Release extends to all claims that were or could have been asserted by either against the other and their officers, directors, shareholders, employees, attorneys, agents, servants, successors, predecessors, related entities, insurers, partners, and limited partners in the Litigation.

This Release shall relieve Ozark of any and all future obligations to maintain, improve or service any of the common areas, parks, lakes, any property conveyed or any property located

within the platted area known as Shireman Estates, as set forth in Paragraph 6 of the Settlement Agreement.


It is understood and agreed that this settlement is the compromise of doubtful and disputed claims, and that the payment made is not to be construed as an admission of liability on the part of either party, and that all parties to this Agreement deny any kind of liability and intend merely to avoid litigation and buy their peace.

This joint and mutual release is executed and entered into in satisfaction of paragraph 8 of the Settlement Agreement and does not relieve either party of their duties or obligations under the Settlement Agreement and the Water Lease Contract.

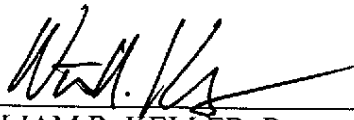
It is further understood and agreed that in exchange for the mutual releases and other consideration set forth above, the Plaintiff Class shall immediately dismiss with prejudice their complaint in the Litigation.

The undersigned further declare and represent that no promise, inducement or agreement not expressed in this Release or the Settlement Agreement has been made to each other, and that this Release and the Settlement Agreement contain the entire agreement between the parties, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNEDS HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

  
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LAWRENCE B. CLEVELAND,  
President,  
OZARK FISHERIES, INC.

Date: 4/12/2012



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WILLIAM R. KELLER, Representative of  
Plaintiff Class

Date: 4/6/2012