

SETTLEMENT AGREEMENT

WHEREAS, on October 18, 2000, a group of owners of real estate located in the Shireman Estates subdivision of the City of Martinsville filed a class action lawsuit against Ozark Fisheries, Inc. in the Morgan Circuit Court, under cause number 55C01-0010-CP-490 (hereinafter, the "Lawsuit").

WHEREAS, Gary L. and Priscilla I. Austin, James H. and Joyce Branham, Kelly D. and Melissa J. Collier, Roger E. and Nancy J.E. Goodnow, G. Thomas and Barbara Gray, and James R. Watkins were the originally named Plaintiffs for the lawsuit and that on December 4, 2001 the Plaintiff Class was certified by the Court.

WHEREAS, Defendant, Ozark Fisheries, Inc. (hereinafter "Ozark"), is a Missouri for profit corporation which owns real estate in Morgan County, Indiana and operates a commercial fish operation business located in Morgan County, Indiana.

WHEREAS, the term "Ozark" shall include Ozark Fisheries, Inc, and its successors in interest, heirs or assigns.

WHEREAS, Shireman Estates is a 322 lot residential development which was platted in four sections and is now a part of the City of Martinsville, Morgan County, Indiana.

WHEREAS, Shireman Estates features a thirty-five (35) acre lake, namely Lake DeTurk, with two beaches, and contains two parks (with basketball courts, tennis courts and playground equipment), and common areas which were all improved and maintained by the developers of Shireman Estates and are now owned and maintained by Ozark.

WHEREAS, in the Lawsuit, the Plaintiff Class variously alleges that the Plaintiff Class has a right to use and enjoy Lake DeTurk and the other amenities provided by the original developer, that Ozark has a duty to maintain Lake DeTurk and the amenities for the benefit of the Plaintiff Class and that the Plaintiff Class has been damaged as a result of the actions or omissions of Ozark regarding the care and condition of Lake DeTurk and the other amenities.

WHEREAS, Ozark disputes the allegations set forth in the Lawsuit and asserts that the Plaintiff Class has not been damaged by the actions or omissions of Ozark.

WHEREAS, the parties desire to resolve and settle all issues in dispute between them and desire to enter into this Settlement Agreement.

WHEREAS, the parties understand that upon approval of this Settlement Agreement, the parties shall petition the Court for approval of the Settlement Agreement, and upon due notice to the members of the Plaintiff Class, the Court will conduct a hearing on the approval of the Settlement Agreement.

NOW THEREFORE, the Plaintiff Class and Ozark, in consideration of the mutual promises and benefits contained herein, AGREE and STIPULATE as follows:

1. Within 90 days of approval of this Settlement Agreement by the Court, the Plaintiff Class will file a petition in the Morgan Circuit Court for the formation of a conservancy district pursuant to I.C. 14-33. The purpose of the conservancy district (hereinafter, "District") will be to manage, operate and conserve the water resource known as Lake DeTurk. Ozark will not be a member of the District and will not be subject to any levy or assessment of the District. Plaintiffs shall be responsible for and pay all costs associated with the formation of the conservancy district and the conveyance of the real estate described herein including all legal, title, survey and any other pre-closing and closing costs to complete the transaction. Ozark shall have no responsibility to pay any cost related to the conveyance of the real estate described herein, unless otherwise set forth herein.

2. Ozark shall convey the dam, Lake DeTurk, and lots 95, 96, 97, 98, 172, 173, 337, 338, 346, and 351 to the District in "as is" condition without warranties, excepting only warranties of title. Upon acceptance of the Settlement Agreement by the Court, Ozark shall execute Warranty Deeds conveying the real estate, which deeds shall be held in escrow, pending formation of the District.

3. Should Ozark change the land use below the dam so as to cause the dam to be reclassified as a "high hazard" (or equivalent) structure, requiring the dam and its appurtenances to be upgraded or reconstructed in order to be in regulatory compliance, Ozark shall provide the conservancy district prior notice.

4. Ozark shall provide the District with all necessary easements below the dam for drainage, overflow and discharge from the dam. Ozark shall retain an easement for the drainage, overflow and discharge and to maintain all systems necessary to withdraw water from Lake DeTurk.

5. Ozark shall be provided a perpetual right to withdraw a reasonable amount of water from Lake DeTurk for use in its commercial fish operation. The terms of use shall be set forth in a Water Lease Contract to be executed by and between Ozark and the District, which is attached hereto as Exhibit "A".

6. Ozark shall be relieved 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. The District shall accept any and all future liabilities concerning the real estate conveyed to the District by Ozark, including but not limited to taxes, insurance, maintenance, improvements of the conveyed property, excepting only obligations specifically assumed by Ozark in the Water Lease Contract. The District will not assume any assessed, but unpaid taxes. Taxes shall be prorated to the date of closing. Ozark shall remain obligated to pay all taxes, insurance, and maintenance associated with the dam and Lake DeTurk prior to closing, which shall occur after the formation of the District.

7. Ozark shall convey the property in "as is" condition where the Plaintiff Class has had the opportunity to inspect the dam and properties. The Plaintiff Class last inspected the dam in November, 2007 and shall have the opportunity to re-inspect the dam at its sole cost and expense. In the event the dam re-inspection reveals substantial defects, then the Plaintiff Class may, at its election and within five (5) days of receiving the inspection report, cancel this Agreement. Ozark shall be under no obligation to repair or cure any defects or issues revealed by the re-inspection, unless required to do so by the Indiana Department of Natural Resources. Ozark shall not be liable for any disclosed and known defects concerning the real property conveyed to the District. Ozark shall be responsible to repair or cure any items required by the Indiana Department of Natural Resources, up to the date of closing on the real estate conveyance. Prior to conveyance of the real estate, Ozark shall disclose to the Plaintiff Class the location of all pipes, valves or other mechanical operations associated with the dam and the supply of fresh water from Lake DeTurk to Ozark's commercial fish operation.

8. Ozark and the Plaintiff Class shall execute mutual releases with respect to any and all past and future legal liabilities that the parties may have or claim against one another concerning Shireman Estates and Lake DeTurk. The releases shall include Ozark, its predecessor corporation, officers, directors and stockholders.

9. Ozark shall pay the District the sum of \$35,000.00. Ozark shall pay the \$35,000.00 into escrow upon the acceptance of the Settlement Agreement. The escrow will be distributed upon the successful formation of the District. Upon payment of the \$35,000.00 into escrow, the Lawsuit shall be dismissed. In the event the District is not formed or the Plaintiff Class otherwise cancels or terminates the Settlement Agreement, the \$35,000.00 held in escrow shall be returned to Ozark.

10. The parties shall cooperate in all respects to obtain the approval of the Court of the Settlement Agreement pursuant to Trial Rule 23(E) and shall execute all documents necessary to fulfill the terms of this Agreement.

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11. The closing on the real estate conveyance shall be conducted within 60 days of the date the conservancy district is established pursuant to I.C. 14-33-2-29.

12. Ozark has no actual knowledge or personal information or belief that the site contains underground storage tanks, toxic waste, hazardous materials, nor environmental defects as defined by Indiana or Federal environmental laws. Ozark warrants that the real estate described in that this real estate is not "property" as defined in I.C. 13-11-2-174, and has not been used as a landfill or dump, and contains no underground storage tanks, toxic waste, hazardous materials, nor environmental defects as defined by Indiana or Federal environmental laws, and that no disclosure statement under Indiana Code 13-11-2-56 et. seq. (Indiana Responsible Transfer Law) is required for this transaction. The cost of any environmental inspection that the Plaintiffs' require based on the disclosure herein shall be borne solely by the Plaintiffs.

ALL OF WHICH IS AGREED this 29th day of November, 2010.

OZARK FISHERIES, INC.

By: Lawrence B. Cleveland

(Printed Name) Lawrence B. Cleveland

(Title) President

ALL OF WHICH IS AGREED this 29th day of November, 2010.

By: William R. Keller

(Printed Name) William R. Keller
Representative of Plaintiff Class

WATER LEASE CONTRACT

THIS WATER LEASE CONTRACT entered into this _____ day of _____, 2010:

1.0 Parties

1.1 District. This agreement is predicated upon the various lot owners in Shireman Estates (Sections 1, 2, 3 and 4), a subdivision located in Martinsville, Morgan County, Indiana, successfully forming a conservancy district as a body politic under the laws of the State of Indiana. The conservancy district is anticipated to be in the name and style of "Lake DeTurk Conservancy District," a conservancy district organized pursuant to Indiana Code 14-33.

1.2 Ozark. "Ozark" refers to Ozark Fisheries, Incorporated, a corporation organized under the laws of the State of Missouri and duly authorized to do business in the State of Indiana, and any successor in interest, entity or persona to Ozark and any assigns or purchasers of Ozark's real property and commercial fish operation, as currently conducted by Ozark Fisheries, Incorporated in Martinsville, Indiana.

1.3 Therefore, this agreement is by and between the Lake DeTurk Conservancy District (District) and Ozark Fisheries, Incorporated (Ozark), the date and year first above written.

2.0 Consideration.

The initial consideration, real estate conveyed, and easements granted by Ozark to District; the settlement of litigation between the lot owners of Shireman Estates

and Ozark, under cause number 55C01-0010-CP-490, and set forth in the Settlement Agreement approved by the Morgan Circuit Court on _____; the terms, obligations and covenants recited herein; and other valuable consideration, all of which is hereby acknowledged by District.

3.0 Term.

3.1 Initial Term. The term shall be perpetual and shall run with the land, so long as Ozark shall maintain and continue to operate its commercial fish operation immediately adjacent and east of Lake DeTurk and Ozark is not in breach of any term or condition.

3.2 Subsequent Term. Upon the sale of the real estate and its commercial fish operation, the term shall automatically convert to a term of years, with an initial term of fifty (50) years, as calculated from the date of closing of the sale. The initial fifty (50) year term is subject to automatic renewal unless the non-renewing party shall provide the other party notice, in writing, not less than ninety (90) days prior to the expiration of the term. Ozark shall provide written notice to the District of any sale of the real estate or its commercial fish operation, providing the name, address and telephone number of the purchaser.

4.0 Water Rights – Ozark.

4.1 Ozark shall use and withdraw water from Lake DeTurk, by means of the existing pipes and valves, only for its commercial fish operations and only at the normal rate of usage. Ozark may sell, assign, transfer, or

otherwise alienate such water rights together with the sale of the real estate appurtenant to the dam, subject to the District's easements.

4.2 Ozark shall have the right of reasonable access to Lake DeTurk and appurtenant real estate in order to maintain all of its water systems, including all pipes and valves.

4.3 Ozark shall not withdraw water so as to lower the level of Lake DeTurk more than three (3) feet below the established normal pool stage, as such term is defined by the Indiana Department of Natural Resources.. The District and Ozark may install, maintain and mutually control a valve or valves on all pipes or drains used by Ozark to provide Ozark with its fresh water supply from Lake DeTurk.

4.4 Ozark may request relief from the water level limitations (Sec. 4.3) due to exigent circumstances, i.e.: drought. All such requests shall be made to the Board of Directors of the District, which approval shall not be unreasonably withheld. Ozark may apply for arbitration before the American Arbitration Association upon the District's denial of Ozark's request, and both parties shall be bound by the arbitration decision, which may be pled in any subsequent proceeding.

4.5 District shall provide Ozark prior written notice of at least thirty (30) days in advance of its intent to draw down the water level or drain the lake for maintenance and repairs; provided, however, emergency repairs or maintenance may be made as required and notice subsequently provided



to Ozark. Routine treatment or maintenance shall not require notice to Ozark.

5.0 Water Rights - District.

5.1 Water Rights of District. One of the purposes of the District is to maintain and preserve the aquatic health of Lake DeTurk and its ecosystem. The District shall enjoy the free use of Lake DeTurk and its appurtenances, subject only to Ozark's rights under this Water Contract. The District may restore, repair, maintain and improve the lake, dam, spillway, or anything appurtenant, including the easements for spillway, overflow and drainage on Ozark's real estate.

6.0 Termination.

6.1 Voluntary – Ozark. Ozark may surrender, abandon or terminate its water rights under this agreement at any time. Ozark shall provide District thirty (30) days written notice of its intent to do so and thereafter have no other interest or obligation herein. The termination of Ozark's water rights for any reason does not affect District's easement rights for spillway, drainage or overflow.

6.2 District. The District is obligated to provide Ozark water withdrawal rights, as set forth herein, so long as Ozark continues the operation of a commercial fish operation upon the real property immediately adjacent and to the east of Lake DeTurk.

7.0 Liability.



The parties shall not be liable for the acts and omissions of the other party, their officers, agents, servants, employees and invitees or acts or omissions of third parties.

The parties shall indemnify and hold harmless the other party from acts and omissions of their own officers, agents, servants, employees and invitees.

8.0 Remedies.

The parties may enforce their rights by injunctive relief, an action for damages, or arbitration, if permitted.

9.0 Miscellaneous Provisions.

9.1 Entire Agreement/Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and it supersedes all prior understandings and agreements, whether written or oral and all prior dealings of the parties with respect to the subject matter hereof. This Agreement, in whole or in part, cannot be changed, modified, extended or discharged orally and no waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective unless evidenced by an instrument in writing duly executed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. Further, no consent or waiver, express or implied, to or of any breach or default shall constitute a consent or waiver to or of any other breach.

9.2 Severability. If any provision of this Agreement or the application thereof or circumstance shall be invalid or unenforceable to any extent,



the remainder of this Agreement and the application of such provision shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

9.3 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns.

9.4 Notices. All notices, requests, demands and other communications made hereunder shall be in writing and shall be deemed duly given if delivered or sent by telex, facsimile or registered or certified mail, postage prepaid, as follows, or to such other address or person as the party may designate by notice to the other party hereunder:

Ozark Fisheries, Incorporated
1100 Ozark Fisheries Rd.
Stoutland, MO 65567

Lake DeTurk Conservancy District

9.5 Construction. Throughout this Agreement, the masculine, feminine or neuter genders shall be deemed to include the masculine, feminine and neuter and the singular, the plural, and vice versa. The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties.

9.6 Execution and Counterparts. This Agreement may be executed in several counterparts each of which shall be deemed an original, and all



such counterparts when taken together, shall constitute one and the same instrument.

9.7 Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Indiana.

ALL OF WHICH IS AGREED this 29th day of November, 2010.

OZARK FISHERIES, INC.

By: Lawrence B. Cleveland

(Printed Name) Lawrence B. Cleveland

(Title) President

ALL OF WHICH IS AGREED this 29th day of November, 2010.

By: William R. Keller

(Printed Name) William R. Keller

Representative of Plaintiff Class