

STATE OF INDIANA) IN THE MORGAN CIRCUIT COURT
)
)SS:
COUNTY OF MORGAN) CAUSE NO: 55C01-0010-CP-490

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, On Behalf of)
Themselves And All Others Similarly)
Situated,)
)
) PLAINTIFFS)
)
) vs.)
)
)
) OZARK FISHERIES, INC.,)
)
) DEFENDANT)

2012 APR 26 PM 3:40
Peter R. Foley

FILED

STIPULATION OF DISMISSAL WITH PREJUDICE

Come now Plaintiffs, by counsel, Peter R. Foley, and Defendant, and for their Stipulation of Dismissal with Prejudice, provide as follows:

1. On November 29, 2010, the parties entered into a Settlement Agreement.
2. On March 21, 2011, the Court approved the Settlement Agreement and issued its "Order Approving Compromise and Settlement of Class Action."
3. On February 6, 2012, the Morgan Circuit Court, under cause number 55C01-1106-MI-1254, issued an order establishing the Lake DeTurk Conservancy District.
4. Defendant Ozark Fisheries, Inc., has conveyed all of the real estate the dam, Lake DeTurk, and lots 95, 96, 97, 98, 172, 173, 337, 338, 346, and 351 to the Lake DeTurk Conservancy District in satisfaction of paragraphs 2 and 11 of the Settlement Agreement.
5. The parties have executed mutual releases in satisfaction of paragraph 8 of the Settlement Agreement, a copy of which is attached hereto as Exhibit "A".

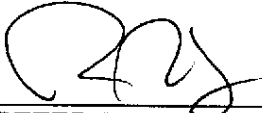
6. Counsel for Plaintiffs has filed a motion for the payment of attorney's fees and advancements to be approved and paid from the funds currently held by the Clerk of the Court.

7. After the payment of Plaintiff's attorney's fees and advancements, the balance of the funds held by the Clerk shall be released and made payable to the Lake DeTurk Conservancy District.


8. All conditions precedent to dismissal, as set forth in the Settlement Agreement, have been satisfied and performed and this matter should be dismissed, with prejudice, costs paid.

Respectfully submitted,

FOLEY, FOLEY & PEDEN



PETER R. FOLEY, 20123-55
Attorney for Plaintiffs



LAWRENCE B. CLEVELAND,
President, Ozark Fisheries, Inc., Defendant

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.

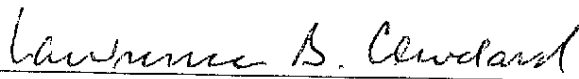
It is understood and agreed that this settlement is the compromise of doubtful and disputed claims, and that the payment made is not to be construed as an admission of liability on the part of either party, and that all parties to this Agreement deny any kind of liability and intend merely to avoid litigation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

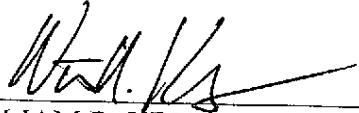
The undersigned further declare and represent that no promise, inducement or agreement not expressed in this Release or the Settlement Agreement has been made to each other, and that this Release and the Settlement Agreement contain the entire agreement between the parties, and that the terms of this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

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



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

Date: 4/12/2012



WILLIAM R. KELLER, Representative of
Plaintiff Class

Date: 4/6/2012