

directly or indirectly, now or in the future, out of the matters alleged in said Complaint and Cross-Complaint, respectively, whether such claims be asserted by the present owners or future owners of said properties, it being fully understood that the mutual covenants and conditions herein contained shall operate as full and complete satisfaction, release and discharge of all such claims for damages to the said real estate or any appurtenances thereto, which may at any time be made by whomever said premises may be owned.

5. Neither this Agreement nor any covenant nor condition herein contained is intended, nor shall any be construed, as an admission of liability to any extent by any of the undersigned to any of the others.

6. Each of the undersigned does hereby declare that he has read this Agreement in its entirety, that he fully understands all of the provisions, terms, covenants and conditions set forth herein, and that he freely and voluntarily accepts all of the same for the purpose of making a full and final settlement of all of the matters hereinabove set forth, and each of the undersigned does hereby acknowledge receipt of an executed copy of this Agreement.

7. Wherever any personal pronoun is used herein, it is understood and agreed that the masculine form shall also include the feminine and neuter gender, and the singular shall include the plural where applicable.

8. This Agreement shall be binding upon the undersigned and their respective heirs, executors, administrators, successors and assigns, and successors in title of Walkers and J. E. Harmon and Ice Machine.

WHEREUNTO, the parties have set their hands and seals this 22nd day of June, 1976.

WITNESSES:

Clarence E. Clay
Cheryl R. Wyatt

W. T. Walker
W. T. Walker
Elizabeth Walker
Elizabeth Walker

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