

2. Charles T. Merritt agrees that Mullens shall have the right to use a strip of his land adjacent to that building where the Air Base Cafe now is for parking space. Said strip shall at no time exceed forth (40) feet on the Base Road and shall be no deeper than the present length of that building now occupied by the Air Base Cafe.

3. S & M agrees to terminate those two (2) causes of action heretofore commenced against Thomas F. Mullen with prejudice and agrees that this writing is full settlement thereof in compromise.

4. This agreement is assignable by either party hereto but when assigned is binding upon said assignee or assignees. This agreement is also binding on the heirs, successors, administrators and executors of the parties hereto.

5. The parties hereto agree that this writing contains the whole and entire agreement between them and that any alleged verbal understanding claimed or to be claimed by either party hereto shall not be valid or binding on either party unless herein contained or reduced to writing hereafter and signed by all parties to be charged thereby.

WITNESS:

[Signature]

James L. Payne

Herman Eby

Mary C. Langston

Alexiana Mullen
Alexiana Mullen

Thomas F. Mullen
Thomas F. Mullen

S & M AMUSEMENT COMPANY

BY Charles T. Merritt
Charles T. Merritt, Partner

George L. Sosebee
George L. Sosebee, Partner