

TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT (this "Termination") is effective as of the ____ day of April, 2022 ("Termination Date"), by and between Prisila Hughes, an individual resident of the State of Alabama ("Prisila"), and Coastal Alabama Farmers' and Fisherman's Market, Inc., an Alabama nonprofit corporation ("CAFFM"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Services Agreement (defined below).

WHEREAS, Prisila and CAFFM are parties to that certain Contract for Marketing and Events Services dated September 7, 2021 (the "Services Agreement"); and

WHEREAS, CAFFM and Prisila desire to terminate the Services Agreement pursuant to the terms herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the parties hereto, the parties hereto agree as follows:

1. Termination. The Services Agreement is hereby terminated as of the Termination Date. After the Termination Date, neither CAFFM nor Prisila shall have any further liability or obligation to the other with respect to the Services Agreement, except as expressly set forth herein.

2. Mutual Release.

(a) Effective on the Termination Date, Prisila hereby releases, demises, discharges and holds harmless CAFFM and each of its affiliates, subsidiaries, officers, directors, members, managers, employees, attorneys and agents ("CAFFM Released Persons") from any and all claims, demands, causes of actions, commitments, debts and liabilities whatsoever, known or unknown, which Prisila now has, has ever had or may have in the future against the CAFFM Released Persons for any matters relating to or arising from the Services Agreement prior to the date hereof; it being the express intention of the parties that the foregoing shall be deemed to be a full and general release and shall supersede all of the terms and provisions of the Services Agreement.

(b) Effective on the Termination Date, CAFFM hereby releases, demises, discharges and holds harmless Prisila from any and all claims, demands, causes of actions, commitments, debts and liabilities whatsoever, known or unknown, which CAFFM now has, has ever had or may have in the future against Prisila for any matters relating to or arising from the Services Agreement prior to the date hereof; it being the express intention of the parties that the foregoing shall be deemed to be a full and general release and shall supersede all of the terms and provisions of the Services Agreement.

3. Further Assurances. Prisila and CAFFM hereby agree to execute and deliver such additional notices and instruments of conveyance in addition to this Termination as either one shall reasonably request to evidence more fully the termination described herein.

4. Severability. In the event that any one or more of the terms or provisions contained in this Termination shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other terms or provisions of this Termination, with such other terms and provisions to survive, and this Termination shall be construed as if such invalid, illegal or unenforceable terms or provisions had never been contained herein.

5. Governing Law. This Termination shall be deemed a contract made under the laws of the State of Alabama and shall be governed by and construed in accordance with the laws of the State of Alabama (without regard to its conflict of laws rules). The jurisdiction and venue for any claims, counterclaims, actions or other disputes solely between Prisila and CAFFM arising out of this Termination shall be in the proper federal or state court located in Baldwin County, Alabama.

6. Entire Agreement. This Termination constitutes the full and entire understanding and agreement between the parties with regard to the subject matter set forth herein.

7. Counterparts. This Termination may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument. The transmission of a signed counterpart of this Termination by portable document file (PDF) shall have the same force and effect as delivery of an original signed counterpart of this Termination, and shall constitute valid and effective delivery for all purposes.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first written above.

COASTAL ALABAMA FARMERS' AND
FISHERMEN'S MARKET, INC.

By: _____

Name: Ralph Hellmich

Title: President

Prisila Hughes