

AGREEMENT AND RELEASE

This Agreement and Release (“Agreement”) is made by and between Justin Moody (“MOODY”) and Jeff Love Affliction Airboats, LLC (“AFFLICTION”) (collectively, the “Parties”) with respect to the following facts:

WHEREAS, MOODY and AFFLICITON entered into an agreement whereby AFFLICTION would manufacture a custom airboat (the “Airboat”) for MOODY in exchange for \$45,000.00; and

WHEREAS, MOODY has paid AFFLICTION a total of \$28,125.00 towards the purchase of the Airboat as of the date of this Agreement; and

WHEREAS, a conflict arose between the parties and the boat was not produced but AFFLICTION has produced, owns and has possession of the following parts for the Airboat: stainless steel seat stand; stainless steel engine stand, five gauges, two rudders, alternator, steering stick for deck steering (collectively, the “Parts”); and

WHEREAS, the Parties being aware of the expense and uncertainty of litigation wish to avoid such and reach an amicable resolution of this matter without any findings or admission of liability of either party;

NOW THEREFORE, in consideration of the promises and releases contained herein, the Parties agree as follows:

1. **Mutual Release.** MOODY does hereby waive, release, and forever discharge AFFLICTION, its former, present and future officers, directors, employees, agents, partners, representatives, insurers, predecessors, successor entities and its affiliates, subsidiaries, shareholders, and parent companies of and from any and all claims, demands, suits, damages, costs, attorneys’ fees, actions and causes of action, whether arising at law or in equity, all claims or matters of damage, loss, injury, deficiency, or defect from the beginning of time to the date of this agreement due to AFFLICTION’S refusal to manufacture the Airboat for MOODY. Likewise, AFFLICTION does hereby waive, release, and forever discharge MOODY, his heirs, devisees, successors or assigns of and from any and all claims, demands, suits, damages, costs, attorneys’ fees, actions and causes of action, whether arising at law or in equity, all claims or matters of damages, loss, injury, deficiency, or defect, from the beginning of time to the date of this agreement may be sustained due to MOODY’S failure to pay AFFLICTION the entire purchase price for the Airboat.
2. **Consideration.** In consideration for the mutual releases, AFFLICTION will reimburse MOODY FIVE THOUSAND SIX HUNDRED TWENTY FIVE DOLLARS AND ZERO CENTS (\$5,625.00) by check made payable to Murphy & Anderson, P.A., Trust Account, within five (5) business days from the date this Agreement is executed by all parties. Additionally, AFFLICTION shall deliver the Parts to Moody and will make the Parts available for MOODY to pick up at Wal-Mart at Howland and SR 415 on July 15, 2017.
3. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the Parties.

4. **Comprehension of Agreement.** The Parties expressly acknowledge that they have read and understand this Agreement and have executed it knowingly and willfully for the purposes and consideration set forth herein.
5. **Modification.** No modification of this Agreement shall be valid or effective unless it is in writing and signed by all of the Parties hereto.
6. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
7. **Successors and Assigns.** This Agreement shall be binding on the agents, affiliates, successors, and assigns of each party.
8. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any dispute related to or arising under this Agreement, the Parties agree the venue for any legal or administrative proceedings shall be exclusively in Volusia County, Florida. The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees and costs.
9. **Counterpart Execution.** This Agreement may be executed and delivered in counterparts, but such counterparts together shall constitute one document.

JUSTIN MOODY

Signature: _____

Date: _____

6-30-17

JEFF LOVE AFFLICTION AIRBOATS,
LLC

Signature: _____

Name: _____

Title: _____

Date: _____

8/26/2017