

MUTUAL RELEASE

This Mutual Release is made by and between THE BOROUGH OF MEDIA (hereinafter "Plaintiff") and MR. DUDLEY, INC., doing business as Brodeur's on State Street, DANIEL J. BRODEUR and DAVID J. BRODEUR (hereinafter collectively "Defendant").

WHEREAS, certain disputes arose between the parties as set forth in certain lawsuit entitled, The Borough of Media v. Mr. Dudley, Inc., d/b/a Brodeur's on State Street, et al., Court of Common Pleas, Delaware County, No. 10-000869 ("the Litigation").

WHEREAS, the parties desire to settle each and every claim in the Litigation and any claims arising out of the Lease between the parties dated on or about 1999, as amended, and the tenancy of Defendant at the premises.

NOW, THEREFORE, the parties, intending to be legally bound hereby, in consideration for the terms of this Mutual Release, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The consideration for the settlement of this matter is as follows:

On or before August 16, 2010, Defendant shall pay to Plaintiff the sum of Thirty Thousand Dollars (\$30,000.00), by check payable to The Borough of Media and delivered to the offices of counsel for Plaintiff, Jon C. Sirlin, Esquire, 123 South Broad Street, Suite 2100, Philadelphia, PA 19109.

2. Upon payment in the amount of \$30,000.00 Plaintiff shall provide to Defendant a signed Order to Settle, Discontinue and End the Litigation.

3. This Mutual Release may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Subject only to compliance with the provisions of this Mutual Release by Defendant and, except for any third party tort claims, Plaintiff does hereby remise, release and forever discharge Defendant, its attorneys, administrators, heirs, successors, assigns, present and former employees, stockholders, officers, directors, consultants and agents, of and from all and any manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands, in law or in equity, known or unknown, which they ever had, now have, or hereafter can, shall, or may have, by reason of, related to or arising from the tenancy of Defendant at 1 West State Street, Media, PA 19063, occurring at any time before the date of this Release, including but not limited to the lawsuit entitled, The Borough of Media v. Mr. Dudley, Inc., d/b/a Brodeur's on State Street, et al., Court of Common Pleas, Delaware County, No. 10-000869.

5. Subject only to compliance with the provisions of this Release and, except for any third party tort claims, Defendant does hereby remise, release and forever discharge Plaintiff, present and former members of the City Council of The Borough of Media, its attorneys, administrators, heirs, successors, assigns, present and

former members of City Council, employees, stockholders, officers, directors, consultants and agents, of and from all and any manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands, in law or in equity, known or unknown, which they ever had, now have, or hereafter can, shall, or may have, by reason of, related to or arising from the tenancy of Defendant at 1 West State Street, Media, PA 19063, occurring at any time before the date of this Release including but not limited to the lawsuit entitled, The Borough of Media v. Mr. Dudley, Inc., d/b/a Brodeur's on State Street, et al., Court of Common Pleas, Delaware County, No. 10-000869.

6. With the exception of any third party tort claims, this Release is a compromise of disputed claims and the parties admit no liability or wrongdoing whatsoever to each other or to any other person or entity, including liability with respect to the claims in the pending Litigation.

7. The terms of this Release shall be kept confidential by the parties, their employees, stockholders, directors, managing directors, representatives and agents acting or claiming to act on their behalf. The terms of this Release may be disclosed only to persons within a party's own organization, regulatory agents, attorneys, auditors and accountants, and only to the extent such persons have a need to know the terms of this Release as part of their duties and responsibilities. The terms of this Release may also be disclosed to the extent required to enforce the Release. All parties agree to decline comment on any aspect of this Release to any persons

or news media, except that all parties are authorized to respond to any relevant inquiries concerning the pending litigation or their disputes by stating only that the parties have resolved their differences to their mutual satisfaction and the terms of their agreement are to remain confidential.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals as of the _____ day of AUGUST, 2010.

THE BOROUGH OF MEDIA

Witness:

Jeffrey A. Smith

By:

Pat Agali

Title:

President, Borough Council

MR. DUDLEY, INC.,
d/b/a Brodeur's on State Street

Witness:

[Signature]

By:

Paul J. Brodeur

Title:

Pres

[Signature]
DANIEL J. BRODEUR

Witness:

[Signature]

[Signature]
DAVID J. BRODEUR

Witness:

Harmony D. Davis

HARMONY D. DAVIS
Notary Public, State of Florida
My Comm. Expires Oct. 9, 2012.