

SETTLEMENT AND LIMITED MUTUAL RELEASE AGREEMENT

This Settlement and Limited Mutual Release Agreement (“Agreement”), dated this 29th day of July, 2010, is by and between Fox & Roach, L.P. d/b/a Prudential Fox & Roach Realtors[®], including each and all of its agents, servants, independent contractors, employees, officers, directors, shareholders, owners, parents, subsidiaries, affiliated corporations and entities, partners, limited partners, heirs, administrators, executors, brokers, insurers, re-insurers, attorneys, predecessors, and assigns, (collectively, “PFR”), Cammy Jamison (“Jamison”), Carol Quattro (“Quattro”) and Keller Williams Real Estate (“KW”).

WHEREAS, KW and PFR represented Robert O. Keenan and Jason J. Mills, respectively, in connection with the July 9, 2010 purchase by Mills of Keenan’s real property located at 1105 Lakewood Drive, Wilmington, Delaware (“Transaction”); and

WHEREAS, the parties hereto now wish to resolve any claims which each may have against the other arising out of or relating to sales commission and/or short sale negotiation in connection with the Transaction, according to the terms and conditions set forth herein, for and in consideration of the mutual promises and undertakings set forth below, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed as follows:

1. *Payment.* Within 5 (five) business days of PFR’s receipt of this original Agreement executed on behalf of KW, Quattro and Jamison will pay to KW the total sum of \$1,000.00 (one thousand dollars and no cents).

2. *KW’s Limited Release of PFR, Jamison, Quattro and Bert Holdings, LLC.* KW, for and on behalf of itself and each and all of its agents, servants, employees, affiliated corporations and entities, partners, limited partners, heirs, administrators, executors, brokers, insurers, re-insurers, attorneys, predecessors, and assigns, hereby remises, releases and forever discharges PFR, Jamison, Quattro and/or Bert Holdings, LLC from any and all manner of actions and causes of action, suits, claims, administrative/regulatory complaints, debts, dues, attorney fees, attorney costs, court costs, consultant fees, accounts, bonds, covenants, contracts, guarantees, notes, bonds, leases, agreements, compensatory damages, extracontractual damages, punitive damages, judgments, interest, penalties, rents, torts, negligence, malpractice, claims and demands, whatsoever, which KW ever had, now have, or hereafter can, shall or may have against PFR, Jamison, Quattro and/or Bert Holdings, LLC, whether known or unknown, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, in law or in equity, or, upon or by reason of any cause, matter, act, omission or thing whatsoever arising out of or relating to sales commission and/or short sale negotiation (excluding those for indemnity/contribution) in connection with the Transaction, from the beginning of the world to the date of this Agreement.

3. *PFR, Jamison, Quattro and Bert Holdings, LLC Limited Release of KW.* PFR, Jamison, Quattro and Bert Holdings, LLC each hereby remises, releases and forever discharges KW from any and all manner of actions and causes of action, suits, claims, administrative/regulatory complaints, debts, dues, attorney fees, attorney costs, court costs, consultant fees, accounts, bonds, covenants, contracts, guarantees, notes, bonds, leases, agreements, compensatory damages, extracontractual damages, punitive damages, judgments, interest, penalties, rents, torts, negligence, malpractice, claims and demands, whatsoever, which PFR, Jamison, Quattro and/or Bert Holdings, LLC ever had, now have, or hereafter can, shall or may have against KW, whether known or unknown, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, in law or in equity, or, upon or by reason of any cause, matter, act, omission or thing whatsoever arising out of or relating to sales commission and/or short sale negotiation (excluding those for indemnity/contribution) in connection with the Transaction, from the beginning of the world to the date of this Agreement.

4. *No Proceedings.* None of the parties hereto have filed or commenced, nor will they file or commence, any type of complaint or adversarial proceeding against the other with any court, governmental agency or private arbitration service, including, without limitation, any United States District Court, any state court, any state Real Estate Commission and/or the American Arbitration Association arising out of or relating to sales commission in connection with the Transaction.

5. *Non-Disparagement.* The parties hereto shall not engage in any communications consisting of or containing their respective opinion which tends to disparage or portray each other in a negative light with respect to this matter.

6. *Confidentiality.* Except as required by law, the parties hereto shall not disclose the terms of this Agreement to any third party (other than legal counsel and accounting professionals who were retained by the respective parties in connection with this matter or who will be retained by the respective parties in connection with tax preparation and/or family law matters). Nothing in this §6 shall prohibit the parties hereto from producing a copy of this Agreement in response to a valid subpoena or discovery request, but the producing party shall notify the other party at the time of the production, nor shall it prohibit the parties from revealing the fact that the parties reached a mutually agreeable resolution of the claims released hereunder.

7. *No Admissions.* The arrangements achieved through the execution of this Agreement constitute the compromise of disputed claims and nothing herein contained shall be construed as or constitute any admission of liability or wrongdoing of any kind by either party hereto. Moreover, this Agreement is not intended to nor does it confer or create any rights on behalf of any third parties.

8. *No Assignments.* No party hereto has assigned, either in whole or in part, any claim being released hereunder to any person or entity.

9. *Limited Use of Agreement.* This Agreement has been entered into in reliance upon those provisions of state and federal law which preclude the introduction of evidence regarding settlement negotiations or agreements.

10. *Entire Agreement.* No promise, inducement or agreement not expressed herein has been made to any party hereto, and this Agreement contains the entire agreement between the parties hereto.

11. *All Terms Material.* All of the terms of this Agreement, including the paragraphs commencing with the word “whereas,” are material, contractual and not a mere recital.

12. *Advice of Counsel.* The parties hereto have had the opportunity to avail themselves of the advice of legal counsel with respect to the negotiation and execution of this Agreement.

13. *Severability.* In the event that one or more provisions of this Agreement are found to be unlawful or unenforceable, then the remaining provisions shall continue in full force and effect.

In witness whereof, the parties hereto have set their hands and seals below:

KELLER WILLIAMS REAL ESTATE

By: _____

FOX & ROACH, L.P.

By: _____

BERT HOLDINGS, LLC

By: _____

Carol Quattro

Cammy Jamison