

Handwritten initials: JSD

Exhibit A

Handwritten signature

The parties hereby agree to the following terms, contemplating a further statement of their agreement and complete mutual release:

I. Defendants agree to purchase Mrs. DeCristoforo's membership interest in Lindy's with payments as follows:

- A. \$600,000 in 30 days from today
- B. \$400,000 in 1 year from today
- C. \$300,000 in 2 years from today
- D. \$300,000 in 3 years from today

The transfer of Mrs. DeCristoforo's membership interest is effective upon the first payment of \$600,000 as set forth above.

Defendants agree that the obligations above will be senior to all obligations of Lindy's other than bank debt, and that no distributions to the members, other than tax distributions, will be made by Lindy's until the final payment listed above.

Defendants will deliver contemporaneously with the first payment as set forth above a confession of judgment in the above amounts to be docketed in the event of a payment default.

II. Plaintiffs' non-compete agreements will remain in full force and effect through December 31, 2015.

III. Lindy's is entitled to continue using current packaging, including names and images, until April 1, 2015.

IV. Plaintiffs agree not to use, license, or otherwise allow anyone else to use the Lindy's image on any competing product until after all payments are made or until there is a default on the payments.

V. Defendant Pittco Capital Partners III, L.P. will either remove Plaintiffs' guarantees or indemnify Plaintiffs for any liability under the guarantees on all loans and real estate lease. If this condition is not fulfilled, Plaintiffs may elect to waive this condition.

VI. Plaintiffs will dismiss their claims, with prejudice, within two weeks of the first payment of \$600,000 being made as set forth above.