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August 2, 1993

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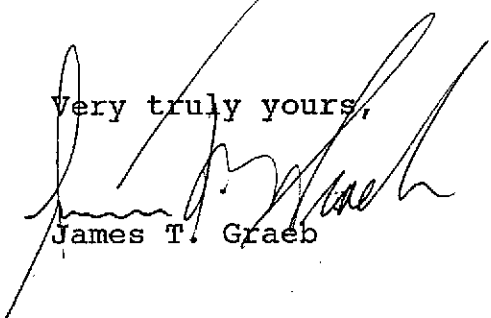
DISTRICT ATTORNEY
ALAMEDA COUNTY
CEPD

Gilbert A. Jensen, Esq.
Senior Deputy District Attorney
Alameda County District Attorney's Office
7677 Oakport Drive, Suite 400
Oakland, California 94621

Dear Mr. Jensen:

Enclosed is a copy of the executed Settlement Agreement between the parties. We are waiting for the reconveyance of the deed of trust to be recorded, whereupon dismissals will be filed with the Court. We are interviewing contractors and will commence work this month.

Very truly yours,



James T. Graeb

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

1. PARTIES

1.1 This Settlement Agreement and Release of Claims, with Exhibits D-K, inclusive ("Agreement") is entered into on July 22, 1993 by that group consisting of OAKLAND INTERNATIONAL TRADE CENTER, INC., NELSON TSUI and JULIA TSUI (collectively referred to as the "OITC GROUP") and by that group consisting of DINESH MANIAR and DIVERSIFIED INVESTMENT AND MANAGEMENT CORPORATION (collectively referred to as the "MANIAR GROUP"). This Agreement is entered into between the two groups, but shall not affect or release claims among members within the same group.

1.2 All members of the OITC GROUP and MANIAR GROUP are collectively referred to as the "parties". All parties, being competent and of lawful age, for them, their representatives, agents, servants, employees, employers, contractors, heirs, successors, administrators, executors, insurers, insureds, subsidiaries, attorneys, co-partners and limited partners, co-venturers, stockholders, principals, and assigns (in this release, all cumulatively included in references to the OITC GROUP, MANIAR GROUP, or the "parties") wish to settle certain disputes among them as described in this Agreement. Any use of the masculine, feminine, or neuter gender shall include all genders, and both singular and plural forms.

RECITALS

2. FACTUAL BACKGROUND

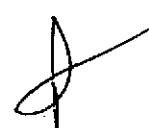
2.1 Prior to April 23, 1991, OITC owned the buildings, improvements, and real property located at 601-633 Hegenberger Road, Oakland, California (the "Property"). On or about April 12, 1991, pursuant to a "Purchase and Sale Agreement" ("Purchase Agreement"), OITC agreed to sell the Property to MANIAR, including but not limited to a building complex of about 179,000 square feet and a former gas station site. A legal description of the Property was attached and incorporated in the Purchase Agreement. The Purchase Agreement was later renegotiated and modified in certain respects. On or about April 23, 1991, buildings and improvements and certain other aspects of the Property were sold to MANIAR. OITC retained title to certain land (the "Land") at the Property site.

2.2 On or about October 9, 1992, MANIAR caused the grant deed to the Land as held by the law firm of Gordon & Rees, to be recorded, transferring all remaining right, title, and interest in the Property to MANIAR, including the land at the Property site formerly retained by OITC.

2.3 The Purchase Agreement provided, among other things, that MANIAR was to pay about \$11,100,000 for the Property and that:

2.3.1 \$2,500,000 was to be paid as a cash down payment on the Property:

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2.3.2 MANIAR took the Property subject to an existing loan made to OITC and, as of the close, in the sum of about \$7,050,000 (the "First Loan"), which First Loan had previously been personally guaranteed by NELSON TSUI and JULIA TSUI ("TSUI First Loan Guaranty"), and which First Loan was then held by County Savings Bank;

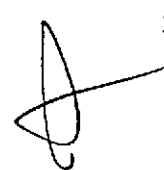
2.3.3 MANIAR executed two promissory notes in favor of OITC totalling about \$1,560,567.33;

2.3.4 Certain underground storage tanks and contamination at the Property were to be removed under specified arrangements;

2.3.5 One Note was executed by MANIAR in connection with the Purchase Agreement in the principal sum of \$1,260,567.33 (the "Secured Note"). A true and accurate copy of the Secured Note is attached and incorporated as Exhibit "A". The Secured Note was secured by a Deed of Trust recorded on or about April 24, 1991 under Recorder's Serial Number 91-103632 ("OITC Deed of Trust"). A true and accurate copy of the Deed of Trust is attached and incorporated as Exhibit "B."

2.3.6 A second Note was executed by MANIAR in connection with the Purchase Agreement in the principal sum of \$300,000, and was unsecured (the "\$300,000 Note"). A true and accurate copy of the \$300,000 Note is attached and incorporated as Exhibit "C."

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2.3.7 NELSON TSUI executed a Personal Guaranty ("Master Lease Guaranty") pertaining to the Executed Master Lease obligations on or about April 23, 1991.

2.3.8 A "Land Sale Contract" was executed on or about April 23, 1991.

2.3.9 A "Ground Lease" was executed on or about April 23, 1991.

2.3.10 An "Auto Parts Club Guaranty" was executed on or about April 23, 1991.

2.3.11 Other agreements were also executed on or about April 23, 1991, and at other times, in connection with the Purchase Agreement and sale transaction.

2.3.12 The Purchase Agreement, all exhibits, and any and all modifications and documents signed prior to or in connection with the Purchase Agreement, or at the closing on April 23, are collectively referred to as the "Purchase Agreement Documents."

2.4 Attached to the Purchase Agreement was an exhibit called a Master Lease under which OITC was to lease certain space from MANIAR in the future. On or about April 23, 1991, OITC executed a Master Lease concerning over 45,000 square feet of the commercial space at the Property (the "Executed Master Lease"). The Executed Master Lease was for a term of 5 years. The Master Lease as signed at escrow was later modified. The Master Lease as signed in escrow, and all later modifications, is referred to as the Executed Master Lease.

3. CONTAMINATION CLEANUP

3.1 At the present time and at various times over the years there have been located on the Property various underground storage tanks ("Storage Tanks") used to hold and dispense petroleum products in connection with the operation of a service station. The Property has been used as a service station site in the past, and may have been used in other ways that contributed to existing contamination. The OITC GROUP and the MANIAR GROUP have in the past investigated the extent of contamination and the costs of cleanup associated with the Property, Storage Tanks, and other past uses of the Property. Any and all contamination related in any way to the Property is referenced as the "Contamination."

3.2 The Purchase Agreement contemplated cleanup of Contamination, including but not limited to the removal of drums, a sump, and certain storage tanks remaining at the Property. The Purchase Agreement contemplated that the money spent for cleanup of Contamination was to be paid in the following way: \$300,000 represented by a \$300,000 non-interest-bearing Note accepted by OITC on April 23, 1991 was to be spent for cleanup by MANIAR and then offset against the principal balance of the \$300,000 Note; thereafter OITC and MANIAR would share cleanup costs on an 80/20 basis, up to \$800,000, with OITC paying all cleanup costs in excess of \$800,000.

4. Cleanup of the Contamination and removal of the sump and storage tanks has not yet occurred. The Alameda County



Department of Health Care Services (ACDHS), Department of Environmental Health, State Water Resources Control Board, and Regional Water Quality Control Board (the "local authorities") are aware of certain Contamination related to the Property. ACDHS and District Attorney Gil Jensen have urged that cleanup of Contamination occur and that the drums, sump, and existing storage tanks be removed. They have threatened to obtain orders to compel action, and to seek fines against MANIAR, OITC, and NELSON TSUI.

4.1 Cleanup cost estimates vary; however, past cleanup estimates have been made up to, or in excess of, \$1,800,000.

5. LAWSUITS

5.1 Lawsuits exist between the parties, and the parties have asserted or filed various claims against one another.

5.2 On or about April 16, 1992, MANIAR filed an action in San Mateo County against NELSON TSUI as Action Number 372538 ("Case I").

5.3 On or about August 10, 1992, MANIAR filed a second action in San Mateo County Superior Court against OITC as Action Number 376190 (ordered transferred to Alameda County on November 6, 1992). ("Case II").

5.4 On or about December 30, 1992, MANIAR filed a third action in San Mateo County Superior Court, Action Number 380375 ("Case III").

5.5 On or about October 21, 1992, OITC filed an action in Alameda County Superior Court as Action Number 707439-8 ("Case IV").

5.6 On or about December 3, 1992, MANIAR filed a fifth action in Alameda County Superior Court as Action Number 7092804 ("Case V").

5.7 On or about November 25, 1992, OITC and NELSON TSUI petitioned the California Judicial Council to coordinate the then pending actions. Eventually, all the cases were coordinated in Alameda County as the "Oakland Property Cases", Judicial Council Coordination Proceeding Number 2810 ("Coordination Proceeding"). The Coordination Proceeding and any other actions pending between the parties, and any and all pleadings and papers filed in any or all of them, are collectively referred to as the "Lawsuits".

5.8 Except as expressly reserved in this Agreement, the parties desire to immediately and fully compromise and settle all disputes among them. The parties therefore mutually agree on the settlement terms in this Agreement.

AGREEMENT TERMS

6. SETTLEMENT TERMS

6.1 All original documents required of each party to effect this Agreement shall be delivered in trust to respective counsel for each party. Counsel for the parties shall promptly exchange such original documents once all have been submitted ("Escrow"). Escrow shall close on or prior to July 23,

1993. Each party shall effect all its obligations prior to close of Escrow except as expressly provided otherwise.

6.2 OITC shall deposit in Escrow the following:

6.2.1 An executed full reconveyance, in the form attached as Exhibit "D," reconveying the Secured Note and OITC Deed of Trust to MANIAR, and to be recorded upon close of Escrow;

6.2.2 The original Secured Note and the original \$300,000 Note returned to MANIAR upon close of Escrow;

6.2.3 Dismissals with prejudice, executed by counsel for the OITC GROUP, of all Lawsuits filed by any of the OITC GROUP against any of the MANIAR GROUP, including but not limited to the Coordination Proceeding, to be filed upon close of Escrow. The OITC GROUP Dismissals With Prejudice are attached as Exhibit "E." However, the Coordination Proceeding dismissal shall be limited sufficiently to permit the future filing of the Stipulated Judgments mentioned below if there is any default by MANIAR.

6.2.4 An executed "Notice of Withdrawal of Lis Pendens" in the form attached as Exhibit "F," to be recorded upon close of Escrow;

6.2.5 This signed Agreement.

6.3 MANIAR shall deposit in Escrow, the following:

6.3.1 A cashier's check, in the sum of \$125,000, made payable to "Oakland International Trade Center,

Inc. and its counsel Miller, Starr & Regalia" to be delivered to OITC upon close of Escrow;

6.3.2 A \$50,000 note executed by MANIAR, in the form attached as Exhibit "G," which \$50,000 note is due and payable on December 9, 1993, with interest at eight percent, such that the total sum paid on December 9, 1993 shall be \$52,000, and which original \$50,000 note shall be given to OITC upon close of Escrow;

6.3.3 A \$75,000 note executed by MANIAR in the form attached as Exhibit "H," which \$75,000 note is due and payable on June 9, 1994, with interest at eight percent, such that the total sum paid on June 9, 1994 shall be \$81,000, and which original \$75,000 note shall be given to OITC upon close of Escrow;

6.3.4 Two Stipulated Judgments, executed by MANIAR, in the forms attached as Exhibits "I" and "J," to be given to OITC upon close of Escrow, it being understood such Judgments shall not be filed unless a default occurs under either the \$50,000 or \$75,000 notes above, and shall not be filed until five days has passed from written notice of default having been mailed and faxed to MANIAR, James Graeb, and James Hanavan;

6.3.5 Dismissals with prejudice, executed by MANIAR's counsel, of all Lawsuits filed by any of the MANIAR GROUP against any of the OITC GROUP, including but not limited to the Coordination Proceeding. The MANIAR GROUP Dismissals With Prejudice are attached as Exhibits "E" and "K";

6.3.6 This signed Agreement.

7. Excepting the matters expressly required or excepted under the terms of this Agreement, effective upon close of Escrow the parties release one another as set forth below.

7.1 OITC, NELSON TSUI, and JULIA TSUI agree to release, acquit and forever discharge MANIAR and DIVERSIFIED, and their respective representatives, agents (but excluding CB Commercial Real Estate Group, Inc. and that entity's agents and employees), servants, employees, employers, heirs, successors, contractors, administrators, officers, directors, members, executors, insurers, insureds, subsidiaries, attorneys (including but not limited to James Graeb, James Hanavan, Gordon & Rees, and any and all attorneys at Gordon & Rees), co-partners and limited partners, co-venturers, stockholders, principals, and assigns, as set forth below.

7.2 MANIAR and DIVERSIFIED agree to release, acquit and forever discharge OITC, NELSON TSUI, and JULIA TSUI, and their respective representatives, agents (including but not limited to Clyde Baugh, and Subsurface Consultants, Inc., but excluding CB Commercial Real Estate Group, Inc. and that entity's agents and employees), servants, employees, employers, heirs, successors, administrators, officers, directors, members, executors, insurers, insureds, subsidiaries, attorneys (including but not limited to Karl Geier, Lynne Yerkes, Miller, Starr & Regalia, and any and all attorneys at Miller, Starr & Regalia), co-partners and limited partners, co-venturers, stockholders


(including but not limited to M.T.C. Corporation, N.V., Portpatrick, N.V., Ming and Maria Lee, and any stockholders or former stockholders of OITC), principals, and assigns, as set forth below.

7.3 Excepting the matters expressly required or excepted under the terms of this Agreement, the parties release one another of and from any and all actions, causes of action, claims, indemnifications, guarantees, demands, damages, costs, losses of service, expenses, liabilities, attorneys' fees, and debts whatsoever, at law or in equity, which any of them can, shall, or may have against any other, on account of any matter or thing which has happened, developed, occurred, or not occurred, in the past, or which may happen, develop, occur, or not occur, in the present or future, whether known or unknown, suspected or unsuspected (cumulatively referred to as "claims"), and which in any way is connected with, based upon, related to, or arising out of, the following:

7.3.1 Any and all Lawsuits filed between the parties, including but not limited to the Coordination Proceeding;

7.3.2 Any and all allegations or pleadings raised in the Lawsuits between any of the parties, or which could have been raised, including but not limited to the Coordination Proceeding;

7.3.3 The Purchase Agreement, Executed Master Lease, Secured Note, \$300,000 Note, OITC Deed of Trust, Master

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Lease Guaranty, Land Sale Contract, Ground Lease, Auto Parts Club Guaranty, and other Purchase Agreement Documents;

7.3.4 Any and all indemnifications, warranties, contributions, promises, modifications, and remaining obligations between the parties under any Purchase Agreement Documents or related negotiations;

7.3.5 The physical conditions at or related to the Property, including but not limited to the Storage Tanks, the Contamination and all other physical aspects of the Property;

7.3.6 The Property and all past and future tenants, including but not limited to, all leases and lessees. However, MANIAR reaffirms responsibility to perform any remaining legal requirements under the "Assignment of Leases" signed on or about April 23, 1991, such that the OITC GROUP will not be called upon to perform these requirements; provided, however, that this provision shall not create or establish any rights in third parties. The fact of assignment of such leases from OITC to MANIAR shall remain effective. The fact of assignment to MANIAR of service contracts and personal property under past agreements also remains effective. However, all remaining obligations and indemnifications under such assignments are released between and among the parties.

7.3.7 The First Loan, except that MANIAR shall endeavor to perform all monetary payment obligations under the First Loan unless and until a foreclosure sale has occurred. It is understood that MANIAR expressly does not accept or assume


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any personal or deficiency liability under the First Loan or First Loan Guaranty. It is understood that MANIAR reserves the right not to comply with demands of the First Loan holder concerning toxic cleanup, regardless of the provisions of the First Loan. It is understood MANIAR does not agree to any indemnification of the OITC GROUP concerning the First Loan or First Loan Guaranty. However, should any of the OITC GROUP suffer any future expense in connection with the First Loan or First Loan Guaranty, they shall retain all legal rights accorded to guarantors against all other persons, including the MANIAR GROUP. The MANIAR GROUP shall give OITC and its counsel written notice, by registered mail, within five days of receipt of any Notice of Default.

7.3.8 Any and all claims, matters, or relationships whatsoever which exist, or existed at any time, on any subject whatsoever, between any members of the OITC GROUP and any members of the MANIAR GROUP.

7.4 Except as otherwise expressly provided herein, this Agreement is a release of all claims for injuries and damages to person, property, or both, whether such injuries and damages be known or unknown, foreseen or unforeseen, and whether they are patent, latent, or discovered in the future.

7.5 The parties acknowledge that each party has read and understands the statutory language of section 1542 of the Civil Code of California and on that basis expressly and specifically waive all rights under said statute as to the released claims, which statute reads as follows:

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A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of execution of the release, which if known by him must have materially affected his settlement with the debtor.

7.6 The parties agree that California Civil Code section 1541 applies to the matters released, except as otherwise expressly provided.

7.7 This Agreement is intended to broadly release any and all claims between the parties and shall be construed to effect that intent. Although it is intended that the OITC GROUP shall not bear any further expenses, claims, or costs of any sort whatsoever in connection with, among other things, the Property, Purchase Agreement Documents, Storage Tanks, or Contamination, MANIAR is not agreeing to indemnify the OITC GROUP except as expressly provided elsewhere in this Agreement. The parties expressly accept and assume the risk that if facts with respect to matters covered by this Agreement are found hereafter to be other than, or different from, the facts now believed or assumed to be true, they agree that this Agreement shall remain effective, notwithstanding any such difference in facts.

7.8 Notwithstanding the above, each group reserves all claims it has or may have against CB Commercial Real Estate Group, Inc. and that entity's agents and employees, and all claims it has or may have against any predecessors in title to the Property (other than the OITC GROUP), or tenants or former tenants of the Property (other than the OITC GROUP). However,

should any party to this Agreement pursue any claims in connection with any of the subjects of this Agreement or the releases, then such party shall indemnify, defend, and hold harmless, the persons and entities released above, from any and all claims, attorneys' fees, costs, losses, and damages, which may arise from pursuit of such claims, including, but not limited to, cross-actions of any kind. This indemnification shall not extend to any punitive damages, nor to any criminal penalties or fines in connection with Penal Code section 395, nor to any awards of damages to a third party against the indemnified party, in excess of damages awarded to the indemnifying party in pursuit of his claims. Each group believes this settlement is in good faith under, inter alia, Code of Civil Procedure section 877, and shall cooperate in any future good faith motions which may be filed by members of the other group.

7.9 MANIAR shall, without limitation, indemnify, defend and hold harmless the persons and entities released above in connection with any attorneys' fees, costs, damages, claims, or losses suffered as a result of MANIAR's pursuit of any claims against building contractors of the OTIC GROUP (including but not limited to MG Construction Company). MANIAR shall not sue any such contractors in connection with past work or services concerning contamination.


8. Except as limited in Section 8.6, below, MANIAR warrants that he shall remove any remaining storage tanks, the sump, and drums, and shall clean up the Contamination, in a

prompt and reasonable manner, to the extent necessary to satisfy any requirements which may be imposed by or through the the local authorities. MANIAR shall assure that all cleanup obligations imposed by said local authorities in connection with the Contamination are met timely. MANIAR shall do everything reasonably necessary to prevent said local authorities from issuing any cleanup, compliance, or other orders, or imposing fines, or imposing other legal obligations or other demands, upon any of the OITC GROUP members. MANIAR shall advise local authorities that a written settlement has been reached and that MANIAR, and not the OITC GROUP, shall effect cleanup and drum, sump, and storage tank removal. If any cleanup, compliance, or other orders do issue through said local authorities, MANIAR shall reasonably comply with them at his sole expense. MANIAR agrees that in connection with the above:

8.1 MANIAR shall pay all sums necessary to meet the above requirements;

8.2 MANIAR may, but shall not be obligated to, spend more than necessary to meet the requirements of said local authorities.


8.3 To the extent that MANIAR expends money to effect Contamination remediation, the first \$300,000 shall be deemed as paid by OITC towards remediation of Contamination related to the storage tanks, based upon the release of MANIAR by OITC from the \$300,000 Note, provided, however, MANIAR is not obligated to spend Three Hundred Thousand Dollars (\$300,000), but

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only to satisfy the requirements of the aforementioned local authorities. OITC shall be entitled to pursue the UST Fund claims described below as to the first \$300,000 of cleanup expenses. All other payments, warranties and obligations assumed by MANIAR pursuant to this Agreement shall be deemed further payments by MANIAR toward the purchase price of the buildings, improvements and land at 601-633 Hegenberger Road, Oakland, California.

8.4 MANIAR shall promptly provide to OITC, upon any future written request by OITC, any and all receipts and invoices and other documents or cooperation which are reasonably necessary to pursue any and all claims, up to \$300,000, which any of the OITC GROUP may have now or pursue in the future against the Underground Storage Tank Cleanup Fund ("UST Fund") or insurers of any of the OITC GROUP. Any future recoveries by the OITC GROUP shall be the sole property of the OITC GROUP. This Agreement shall not limit any assertion by the OITC GROUP against insurers, the UST Fund, or others, that Contamination caused more than \$300,000 in losses to the OITC GROUP.

8.5 MANIAR's remediation obligations above shall be performed and failure to perform them shall be a breach of this Agreement actionable by the OITC GROUP. However, nothing in this Agreement shall imply that MANIAR owes any indemnification to the OITC GROUP for any losses, claims, or damages suffered by the OITC GROUP arising from any future claims or causes of action raised by any third parties or governmental agencies, other than

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local authorities, concerning contamination. If third parties other than the local authorities raise any demands or claims arising from contamination, remediation in response to such demands or claims is not included within MANIAR's obligations under this Agreement. However, the MANIAR GROUP release of any claims it may have against the OITC GROUP is not diminished by this provision.

8.6 The obligations of MANIAR to address any requirements the local authorities seek to impose on the OITC GROUP shall terminate when the local authorities, as defined above, as appropriate, provide letters that the Property is no longer an active site, as that term is generally understood in the industry, no further removal or remediation of contaminated soil is currently required, that the Property is not considered a threat to water quality, and is not a threat to any beneficial use of groundwater, and the site remains inactive for an additional one (1) year after issuance of such letters. Alternatively, MANIAR's obligations will cease upon issuance of site closure letters by the appropriate local authorities. Upon receipt of letters from the appropriate local authorities, MANIAR's remediation obligation under this Agreement will terminate unless the local authorities require continued monitoring of groundwater, in which case MANIAR's remediation obligation will continue until the earlier of six (6) years from the imposition of such monitoring requirements or monitoring termination with local authority approval.

8.7 The termination of MANIAR's cleanup obligations shall not in any way affect the full and complete

release of the OITC GROUP, as provided above in Section 7, including but not limited to release of any further cleanup obligations whatsoever. MANIAR reserves the right to legally challenge any requirements imposed by the local authorities, but MANIAR shall indemnify, defend, and hold harmless, the persons and entities released above, from any and all claims, attorneys' fees, costs, losses, and damages, which may arise as a result of any legal challenges or resultant delays in cleanup of Contamination.


9. In connection with this Agreement MANIAR is assuming all remaining financial obligations of the OITC GROUP as set forth in the Purchase and Sale Agreement dated April 9, 1991 and the Executed Master Lease, including but not limited to cleanup and remediation costs, any tenant improvement obligations of the OITC GROUP under the Master Lease, and any leasing commission obligations of the OITC GROUP under the Master Lease. Except as expressly provided elsewhere in this Agreement, this provision shall not imply any agreement by the MANIAR GROUP to hold the OITC GROUP harmless or indemnify the OITC GROUP from third party claims. The OITC GROUP and the MANIAR GROUP agree that the fair market value of these obligations is at least One Million Five Hundred Thousand Dollars (\$1,500,000) and that MANIAR's assumption of these obligations will be in full payment of MANIAR's purchase money debt to OITC as set forth in the Purchase and Sale Agreement. The MANIAR GROUP and the OITC GROUP agree that MANIAR shall receive neither compensation for lost

rents under the Master Lease nor compensation for tort damages. However, all such claims are released as provided above, and the parties acknowledge that the terms of this Agreement are fair and adequate consideration for the release of all such claims.

10. This Agreement shall bind and inure to the benefit of all shareholders, successors and assigns of the parties and each of them, and their heirs, executors and administrators, directors, trustees, managers, officers, guardians, partners, attorneys, servants, agents (except CB Commercial Real Estate Group, Inc. and its agents and employees) and employees, and each of them, separately and collectively.

11. In any litigation or other proceeding by any party to this Agreement, against any other party to this Agreement, and arising out of this Agreement or to enforce or interpret any provisions, the prevailing party or parties in such litigation shall be entitled to, in addition to other relief as may be granted by the court, an award of reasonable attorneys' fees incurred together with court costs.

12. It is understood and agreed that this Agreement is a compromise of claims disputed between the OITC GROUP and the MANIAR GROUP. Neither this Agreement nor the consideration therefore is to be considered or is an admission of liability or other wrongdoing on the part of any party. Each party denies any and all liability for such claims. Each party wishes to avoid the expense of litigation.


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13. Each of the parties warrants and represents that the party executing this Agreement on behalf of said party is duly authorized and empowered to execute this Agreement for and on behalf of said party. Each party to this Agreement represents and warrants to each other that such party is the sole holder of any and all claims of such party as referred to in this Agreement, including the Recitals, and that such party has not previously assigned, or transferred, nor will in the future assign or transfer, nor purport to assign or transfer, to any entity, person or corporation any claim, demand or cause of action released above in Section 7.

14. The parties declare that they have been represented in the negotiations and preparation of this Agreement by counsel of their own choosing, that they have read this Agreement or have had it read to them by their counsel, and that they are fully aware of its contents and of its legal effect.

15. This Agreement may be executed in two or more counterparts, all of which when taken together shall be deemed to constitute a single original. The Escrow shall retain one fully executed original and then provide duplicate original Agreements to counsel for the parties, with copies of all exhibits.

16. All references to the singular shall include the plural, and all references to gender shall include the masculine, feminine, and neuter.

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17. The terms of this Agreement are severable and the invalidity of any term hereof shall not effect the validity of any other term.


18. The terms of this Agreement are considered confidential among the parties. Neither party shall disclose the terms of this settlement to nonparties to this Agreement, except pursuant to a court order, by agreement of the parties, in response to a governmental inquiry, in connection with an administrative proceeding, or to a party's accountants or attorneys.

19. The parties shall refrain and forebear from commencing or instituting in the future, either as a named or unnamed party, any lawsuit or proceeding against any of the other parties to this Agreement, whether brought by any party or by others on any party's behalf based on or arising out of any claims which may presently exist among the parties.

20. The parties authorize their legal representatives to execute dismissals with and without prejudice as to the Lawsuit, in the forms attached as Exhibits "E" and "K."

21. Each party will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to effect the provisions of this Agreement.


22. Time is of the essence in this Agreement, and in the performance by each party of the obligations required of each party.

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23. The parties agree that no representation or promise not expressly contained in this Agreement, has been made and further acknowledge that the parties are not entering into this Agreement, on the basis of any promise or representation, express or implied, which is not contained in this Agreement. This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not a mere recital. This Agreement supersedes any prior agreements. Each party to this Agreement has fully investigated the subject matters of this Agreement, has consulted such independent counselors as required, and does not rely on any statement of fact or opinion of any other party to this Agreement.

24. This Agreement shall be construed and enforced in accordance with the laws of the State of California, where it is executed, delivered and performed.

25. The parties hereto hereby acknowledge and agree that (i) each party is of equal bargaining strength, (ii) counsel for each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each party has consulted with such party's own independent counsel, and such other professionals as such party deems appropriate relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed the Agreement and following said review each party agrees to enter into this Agreement, and (v) any rule of construction to the effect that ambiguities are to be resolved against the drafting

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party shall not apply in the interpretation of this Agreement, or any portion hereof or any amendments hereto.

26. The OITC GROUP warrants that the representations in the "Non-Foreign Affidavit" executed on April 23, 1991, remain accurate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth herein above.



Dated: July 22, 1993

OAKLAND INTERNATIONAL TRADE CENTER, INC.

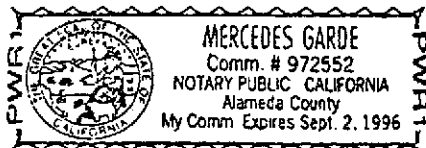
Nelson Tsui
By: NELSON TSUI, President

State of California]
County of Alameda] ss.

On 7/22/93, before me, Mercedes Garde, a Notary Public in and for said County, personally appeared NELSON TSUI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mercedes Garde
Notary Public, State of California
My Commission Expires: Sept 2, 1996



Dated: July 22, 1993

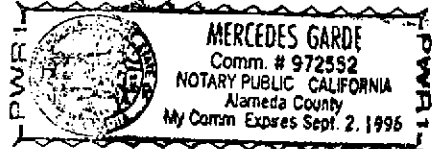
Nelson Tsui
NELSON TSUI, individually

State of California]
County of Alameda] ss.

On 7/22/93, before me, Mercedes Garde,
a Notary Public in and for said County, personally appeared
NELSON TSUI, personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mercedes Garde
Notary Public, State of California
My Commission Expires: Sept 2, 1996



Dated: July 27 1993

Julia Tsui
JULIA TSUI, Individually

State of California]
] ss.
County of Alameda]

On July 22, 1993, before me, Mary Grace Halatsis,
a Notary Public in and for said County, ~~personally appeared~~ JULIA
TSUI, ~~personally known to me~~ (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed
to the within instrument and acknowledged to me that she executed
the same in her authorized capacity, and that by her signature on
the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.



Mary Grace Halatsis
Notary Public, State of California
My Commission Expires: 4-22-94

Dated: ^{July} ~~June~~ 22, 1993

DIVERSIFIED INVESTMENT AND
MANAGEMENT CORPORATION

[Signature]
By: DINESH MANIAR, President

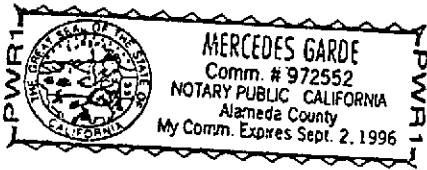
State of California]
] ss.
County of Alameda]

On 7/22/93, before me, Mercedes Garde,
a Notary Public in and for said County, personally appeared
DINESH MANIAR, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public, State of California

My Commission Expires: Sept 2 1996



Dated: July 22, 1993

DINESH MANIAR, Individually

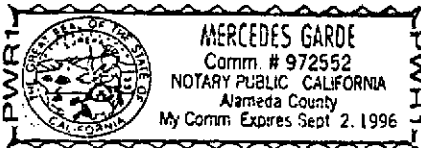
State of California]
County of Alameda] ss.

On 7/22/93, before me, Mercedes Garde,
a Notary Public in and for said County, personally appeared
DINESH MANIAR, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or the entity upon behalf
of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mercedes Garde
Notary Public, State of California

My Commission Expires: Sept 2 1996



TSU31208
2settle2.agr

PROMISSORY NOTE
SUBJECT TO OFFSETTING RIGHTS

April 23, 1991

\$1,260,567.63

For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby promises to pay to Oakland International Trade Center, Inc., or order, the principal sum of ONE MILLION TWO HUNDRED SIXTY THOUSAND FIVE HUNDRED SIXTY SEVEN DOLLARS AND 63 CENTS (\$1,260,567.63) which principal sum shall not accrue any interest until July 15, 1991. Thereafter, this note shall accrue interest at the rate of eleven percent (11%) per annum, which interest shall be paid monthly on the fifth (5th) day of each month.

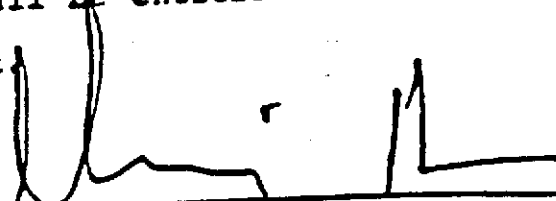
This promissory note is part of a Purchase and Sale Agreement and the promisor has the right to offset all or part of this note by reason of certain expenditures pursuant to that Purchase and Sale Agreement. Whether or not the promisor has offset the amounts due under this note cannot be ascertained from the face of this note. This note will become due and payable, to the extent that the promisor has not made offsetting payments pursuant to the Purchase and Sale Agreement, one hundred twenty (120) days after an environmental engineer certifies that any and all toxic waste and/or hazardous materials have been removed from the property commonly known as 633 Hegenberger Drive, Oakland, California.

-1-

EXHIBIT A

In the event any litigation arises to enforce the terms of this Note, the prevailing party shall be entitled to reasonable attorneys fees and all costs of suit.

DATED: April 23, 1991



Dinesh Maniar

Order No. 337491
 Escrow No. 58290
 1 Jan

WHEN RECORDED MAIL TO:
 Oakland International Trade Center, Inc.
 633 Hegenberger Rd.
 Oakland, California 94612

First American Title Guaranty Company hereby certifies that within a reasonable time a true and correct copy of a original instrument recorded in the office of the recorder of the County of ALAMEDA State of California, on 1-24-91
 Recorder's Serial No. 91-103632
 FIRST AMERICAN TITLE GUARANTY COMPANY
 By [Signature]

DEED OF TRUST WITH ASSIGNMENT OF RENTS
 (This Deed of Trust contains an acceleration clause)

This DEED OF TRUST, made April 23, 1991, between DINESH MANIAR, an unmarried man, herein called TRUSTOR, whose address is 400 Oyster Point Blvd., #415, So. San Francisco, California 94080 (Number and Street) (City) (State)
FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called TRUSTEE, and OAKLAND INTERNATIONAL TRADE CENTER, INC., a California corporation, herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property in the City of Oakland County of Alameda State of California, described as:
ALL BUILDINGS AND IMPROVEMENTS SITUATED ON THE FOLLOWING DESCRIBED PARCEL OF LAND DESCRIBED AS EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF WHICH BUILDINGS AND IMPROVEMENTS ARE AND SHALL REMAIN REAL PROPERTY, AND THE LEASEHOLD ESTATE CREATED UNDER THAT CERTAIN LEASE RECORDED CONCURRENTLY HERewith ON SAID REAL PROPERTY.

If the trustor shall sell, convey or otherwise dispose of said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations assumed hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ 1,260,567.63 with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of beneficiary, and extensions or renewals thereof, and (2) the performance of such agreement of Trustor incorporated by reference or contained herein (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	856	Kings	868	713	Pierce	1078	378	Santa	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	806	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	813	Los Angeles	T-3878	874	Sacramento	8028	134	Sonoma	2067	427
Calaveras	185	336	Madera	811	136	San Benito	300	405	Stanislaus	1870	66
Colusa	323	381	Marin	1848	122	San Bernardino	8713	788	Sutter	885	685
Contra Costa	4884	1	Mariposa	80	483	San Francisco	A-804	886	Tehama	457	183
Del Norte	101	849	Monterey	687	88	San Joaquin	2855	283	Trinity	108	895
El Dorado	264	825	Morced	9680	783	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	8052	823	Nevada	181	82	San Mateo	4778	178	Yuba	177	160
Glenn	488	78	Mono	88	302	Santa Barbara	2048	881	Ventura	2607	237
Humboldt	801	83	Monterey	287	328	Santa Clara	8826	884	Yuba	269	18
Imperial	1188	201	Nevada	704	742	Santa Cruz	1638	807	Yuba	388	883
Inyo	188	872	Nevada	383	84	Shasta	800	833			
Kern	3786	880	Orange	7182	18	San Diego SERIES 6 Book 1984, Page 149774					

shall have to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties, and printed on the reverse side hereof) are by this within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

STATE OF CALIFORNIA
 COUNTY OF CONTRA COSTA
 On April 23, 1991

[Signature]
 Dinesh Maniar

before me, the undersigned, a Notary Public in and for said State, personally appeared Dinesh Maniar

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.
[Signature]



EXHIBIT B

EXHIBIT "A"

Order No. 537491

LEGAL DESCRIPTION

REAL PROPERTY in the City of Oakland, County of Alameda, State of California, described as follows:

Beginning at a point on the Western line of Hegenberger Road as described in Street Dedication from Bella Julia Carucci, a widow, to City of Oakland, a municipal corporation, dated November 9, 1946 and recorded November 20, 1946, under Recorder's Series No. TT/103504, in Book 5003 of Official Records of said Alameda County, Page 382, distant thereon South $0^{\circ} 06' 10''$ East (South $0^{\circ} 06' 10''$ East being used for the Western line of Hegenberger Road for the purpose of this description), 592.444 feet from the point of intersection thereof with the direct production Northeastery of the Northwestern boundary line of Plot 32, as said Plot is shown on the "Map of the land in partition in the Suit of W.L. P. Toler, et al., vs. Jose C. Parafra, administrator, et al., as subdivided by A. E. Crane, R.S. Farraby and M. Kerwin, Referees appointed by the Judge of the Superior Court, Department No. 1, in and for the County of Alameda, Louis Castro, Surveyor," on file with the report of the referees in the above partition in the Office of the County Clerk of the County of Alameda; running thence along said line of Hegenberger Road South $0^{\circ} 06' 10''$ East, 991.019 feet to a point on a line drawn parallel with and distant Northerly, 180.00 feet, right angle measurement, from the Southern line of said Plot 32; thence along said parallel line so drawn, North $81^{\circ} 28' 27''$ West, 827.097 feet; thence North $0^{\circ} 06' 10''$ West, 896.936 feet until intersected by a line drawn South $89^{\circ} 53' 50''$ West from the point of beginning; thence North $89^{\circ} 53' 50''$ East, 620.00 feet to the point of beginning.

Excepting therefrom a portion of that certain parcel of land designated as Parcel 1 in Exhibit "A" of the Deed from Tara Development Company, a California corporation, to Beneficial Standard Life Insurance Company, a California corporation, dated August 24, 1962, and recorded September 17, 1962, in the Office of the Recorder of Alameda County, California, under Recorder's Series No. AT126589, said portion being described as follows:

Beginning at a point on the Western line of Hegenberger Road as described in the Street Dedication from Bella Julia Carucci, a widow, to the City of Oakland, dated November 9, 1946, and recorded November 20, 1946, in the Office of said Recorder under Recorder's Series No. TT103504, said point being the Northeastern corner of said "Parcel 1"; running thence along said Western line of Hegenberger Road South $1^{\circ} 01' 07''$ West, 942.16 feet to a point from which the center of a circle having a radius of 15 feet bears North $88^{\circ} 58' 53''$ West; thence, leaving said Western line of Hegenberger Road, on the circumference of said circle, Southerly, Southwesterly and Westerly, 25.82 feet; thence tangent to said circumference North $80^{\circ} 21' 10''$ West, 27.51 feet to a point from which the center of a circle having a radius of 15 feet bears North $9^{\circ} 38' 50''$ East; thence along the circumference of last-said circle Easterly, Northeastery and Northerly 25.82 feet; thence tangent to last-said circumference North $1^{\circ} 01' 07''$ East, 444.15 feet to a point from which the center of a circle having a radius of 1,426.00 feet bears North $88^{\circ} 58' 53''$ West, thence along the circumference of last-said circle Northerly, 189.98 feet; thence tangent to last-said circumference North $5^{\circ} 48' 40''$ West, 327.86 feet to the Northern boundary line of said "Parcel 1"; and thence along the last-mentioned boundary line South $88^{\circ} 58' 53''$ East, 76.09 feet to the point of beginning.

The bearings and distances given in the above description are based on the California Coordinate System, Zone 3, multiply distances given by 1.00007 to obtain ground level distances.

FIRST AMERICAN TITLE

PROMISSORY NOTE
SUBJECT TO OFFSETTING RIGHTS

\$300,000

April 23, 1991


For valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby promises to pay to Oakland International Trade Center, Inc., or order, the principal sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000) which principal sum shall not accrue any interest.

This promissory note is part of a Purchase and Sale Agreement and the promissor has the right to offset all or part of this note by reason of certain expenditures pursuant to that Purchase and Sale Agreement. Whether or not the promissor has offset the amounts due under this note cannot be ascertained from the face of this note. This note will become due and payable, to the extent that the promissor has not made offsetting payments pursuant to the Purchase and Sale Agreement, one hundred twenty (120) days after an environmental engineer certifies that any and all toxic waste and/or hazardous materials have been removed from the property commonly known as 633 Eegenberger Drive, Oakland, California.

In the event that payment of the principal balance, if any, is not made when due, this note shall then accrue interest at the rate of eleven percent (11%)

In the event any litigation arises to enforce the terms of this Note, the prevailing party shall be entitled to reasonable attorneys fees and all costs of suit.

DATED: April 23, 1991



Dinesh Maniar

REQUEST FOR FULL RECONVEYANCE

TO FIRST AMERICAN TITLE INSURANCE COMPANY:

OAKLAND INTERNATIONAL TRADE CENTER, INC. is the legal owner and holder of the Promissory Note dated April 23, 1991 for the principal sum of One Million Two Hundred Sixty Thousand Five Hundred Sixty Seven Dollars and 63 cents (\$1,260,567.63) ("Note") and of all other indebtedness secured by the Deed of Trust With Assignment of Rents made April 23, 1991 between DINESH MANIAR ("Trustor"), FIRST AMERICAN TITLE INSURANCE COMPANY ("Trustee"), and OAKLAND INTERNATIONAL TRADE CENTER, INC. ("Beneficiary") and recorded by the Alameda County Recorder's Office on April 24, 1991 as Serial #91-103632 ("Deed of Trust"). The Note, together with all other indebtedness secured by the Deed of Trust, has been satisfied; and you are hereby requested and directed to cancel the Note, and all other evidence of indebtedness secured by the Deed of Trust delivered to you herewith, together with the Deed of Trust, and to reconvey, without warranty, to DINESH MANIAR, all the estate now held by you under the same.

Dated: July 22, 1993 OAKLAND INTERNATIONAL TRADE CENTER, INC.

Nelson Tsui
By: NELSON TSUI, President

State of California]
County of Alameda] ss.

On July 22, 1993, before me, Mary Grace Halatsis, a Notary Public in and for said County, personally appeared NELSON TSUI, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Grace Halatsis
Notary Public, State of California
My Commission Expires: 4-24-94



TSU31208/rec.dot

Loose Certificate to
Request for Full Reconveyance
dated July 22, 1993
signed by Nelson Tsui, as
President

MARK A. CAMERON (100449)
MILLER, STARR & REGALIA, P.C.
One Kaiser Plaza, Suite 1600
Oakland, CA 94612
(510) 465-3800

Attorney(s) for NELSON TSUI and O.I.T.C.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
(SUPERIOR, MUNICIPAL, or JUSTICE)

JUDICIAL COUNCIL COORDINATION PROCEEDING
(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): NELSON TSUI and OAKLAND
INTERNATIONAL TRADE CENTER, INC.

CASE NUMBER 2810

REQUEST FOR DISMISSAL
TYPE OF ACTION

Defendants(s): DINESH MANIAR

- Personal Injury, Property Damage and Wrongful Death:
 - Motor Vehicle Other
- Domestic Relations Eminent Domain
- Other: (Specify) JUDICIAL COUNCIL COORDINATION PROCEEDING

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)* The action except for a claim by plaintiffs to certain stipulated judgments which may be entered by the court in the future under the terms of a Settlement Agreement. Court jurisdiction is reserved for this limited purpose.

MILLER, STARR & REGALIA

Dated: July 23, 1993

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

Attorney(s) for Plaintiffs

MARK A. CAMERON

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.

Dated: July 22, 1993

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complaint (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for Defendant

GORDON & REES

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on:
- Dismissal entered on as to only
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

_____, Clerk

Dated: By _____, Deputy

JAMES HANAVAN
GORDON & REES
275 Battery Street, 20th Floor
San Francisco, CA 94111
(415) 986-5900

Attorney(s) for Plaintiff DINESH MANIAR..

..... SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO

(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): DINESH MANIAR

CASE NUMBER 372538

REQUEST FOR DISMISSAL

TYPE OF ACTION

Defendants(s): NELSON TSUI

Personal Injury, Property Damage and Wrongful Death:

Motor Vehicle Other

Domestic Relations Eminent Domain

Other: (Specify) BREACH OF GUARANTY.....

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)*

Dated: July 22, 1993

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

GORDON & REES

Attorney(s) for Plaintiff DINESH MANIAR

JAMES HANAVAN

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given. =

Dated: July 23, 1993

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complaint (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for Defendant NELSON TSUI

MARK A. CAMERON

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on
- Dismissal entered on as to only
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

_____, Clerk

Dated..... By _____, Deputy

JAMES HANAVAN
GORDON & REES
275 Battery Street, 20th Floor
San Francisco, CA 94111
(415) 986-5900

Attorney(s) for Plaintiff DINESH MANIAR..

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): DINESH MANIAR

CASE NUMBER 376190

REQUEST FOR DISMISSAL
TYPE OF ACTION

Defendants(s): OAKLAND INTERNATIONAL
TRADE CENTER, INC.

Personal Injury, Property Damage and Wrongful Death:

Motor Vehicle Other

Domestic Relations Eminent Domain

Other: (Specify) BREACH OF CONTRACT.....

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)*

Dated: July 22, 1993

*If dismissal requested is of specified parties only, or specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

GORDON & REES

Attorney(s) for Plaintiff DINESH MANIAR

JAMES HANAVAN

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.™

Dated:

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complaint (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on
- Dismissal entered on as to only
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

..... Clerk
Dated By Deputy

MARK A. CAMERON (100449)
MILLER, STARR & REGALIA, P.C.
One Kaiser Plaza, Suite 1600
Oakland, CA 94612
(510) 465-3800

Attorney(s) for Plaintiffs.....

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): Nelson Tsui and Oakland
International Trade Center

CASE NUMBER 707439-8

REQUEST FOR DISMISSAL
TYPE OF ACTION

Defendants(s): Dinesh Maniar

Personal Injury, Property Damage and Wrongful Death:

Motor Vehicle Other

Domestic Relations Eminent Domain

Other: (Specify) JUDICIAL FORECLOSURE...
OF DEED OF TRUST

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. [X] With prejudice [] Without prejudice
2. [X] Entire action [] Complaint only [] Petition only [] Cross-complaint only
[] Other: (Specify)*

MILLER, STARR & REGALIA

Dated: July 22, 1993

*If dismissal requested is of specified parties only, or specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

Attorney(s) for Plaintiffs

MARK A. CAMERON

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated:.....

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complaint (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for

(Type or print attorney(s) name(s))

(To be completed by clerk)

- [] Dismissal entered as requested on
[] Dismissal entered on as to only
[] Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

..... Clerk

Dated..... By Deputy

JAMES HANAVAN
GORDON & REES
275 Battery Street, 20th Floor
San Francisco, CA 94111
(415) 986-5900

Attorney(s) for Plaintiff DINESH MANIAR

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN MATEO
(SUPERIOR, MUNICIPAL, or JUSTICE)

(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s): DINESH MANIAR

CASE NUMBER 380375

REQUEST FOR DISMISSAL
TYPE OF ACTION

Defendants(s): OAKLAND INTERNATIONAL
TRADE CENTER, INC.

- Personal Injury, Property Damage and Wrongful Death:
 - Motor Vehicle Other
- Domestic Relations Eminent Domain
- Other: (Specify) FRAUD

(Abbreviated Title)

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

- 1. With prejudice Without prejudice
- 2. Entire action Complaint only Petition only Cross-complaint only
- Other: (Specify)*

Dated: July 20, 1993

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaints only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

GORDON & REES

Attorney(s) for Plaintiff DINESH MANIAR

JAMES HANAVAN

(Type or print attorney(s) name(s))

TO THE CLERK: Consent to the above dismissal is hereby given.**

Dated:

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complaint (respondent) must sign this consent when required by CCP 581(1), (2) or (5).

Attorney(s) for

(Type or print attorney(s) name(s))

(To be completed by clerk)

- Dismissal entered as requested on
- Dismissal entered on as to only
- Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

_____, Clerk

Dated: By _____, Deputy

1 with interest at the rate of ^{eight percent (8%)} ~~ten percent (10%)~~ accruing from
2 June 9, 1993.

3 BASED ON SAID STIPULATION, judgment is awarded and is
4 to be entered as provided above.

5 Dated: July ____, 1993

JUDGE OF THE SUPERIOR COURT

8 Dated: July 22, 1993

OAKLAND INTERNATIONAL TRADE
CENTER, INC.

Nelson Tsui
By: NELSON TSUI, President

11 Dated: July 22, 1993

Nelson Tsui
NELSON TSUI

13 Dated: July 22nd, 1993

X DINESH MANIAR

15 Approved by counsel:

16 Dated: July 22, 1993

MILLER, STARR & REGALIA

By: Mark A. Cameron

MARK A. CAMERON
Attorneys for OAKLAND
INTERNATIONAL TRADE CENTER,
INC. and NELSON TSUI

21 Approved by counsel:

22 Dated: July 28, 1993

GORDON & REES

By: James Hanavan

JAMES HANAVAN
Attorneys for DINESH MANIAR

27 TSU31208/stp.75

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REGALIA &

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3 DAVID E. HARRIS (161334)
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7 Oakland, California, 94612-3683
8 Telephone: (510) 465-3800

9 Attorneys for Petitioners NELSON TSUI and
10 OAKLAND INTERNATIONAL TRADE CENTER, INC.

11 CHAIR, JUDICIAL COUNCIL

12	Coordination Proceeding	)	JUDICIAL COUNCIL
13	Special Title (Rule 1550(b))	)	COORDINATION PROCEEDING
14		)	NO. 2810
15	OAKLAND PROPERTY CASES)	
16		)	SAN MATEO SUPERIOR COURT
17		)	NO. 372 538
18	Included actions:)	
19		)	SAN MATEO SUPERIOR COURT
20		)	NO. 376 190
21	Maniar v. Tsui)	
22		)	SAN MATEO SUPERIOR COURT
23		)	NO. 380375
24	Maniar v. Oakland International)	
25	Trade Center	)	ALAMEDA SUPERIOR COURT
26		)	NO. 707439-8
27	Maniar v. Oakland International)	
28	Trade Center	)	ALAMEDA SUPERIOR COURT
29		)	NO. 709280-4
30	Oakland International Trade)	
31	Center v. Maniar)	
32)	
33	Maniar v. Oakland International)	
34	Trade Center)	


35 STIPULATED JUDGMENT

36 IT IS HEREBY STIPULATED by and between plaintiffs
37 OAKLAND INTERNATIONAL TRADE CENTER, INC. and NELSON TSUI, and
38 DINESH MANIAR, that judgment in the above-entitled action be
hereby entered in favor of plaintiffs and against defendant for
the sum of Fifty Thousand Dollars (\$50,000.00), together with

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eight percent (8%) 

interest at the rate of ~~ten percent (10%)~~ accruing from June 9, 1993.


BASED ON SAID STIPULATION, judgment is awarded and is to be entered as provided above.

Dated: July ____, 1993

JUDGE OF THE SUPERIOR COURT

Dated: July 22nd, 1993


OAKLAND INTERNATIONAL TRADE CENTER, INC.


By: NELSON TSUI, President

Dated: July 22nd, 1993


NELSON TSUI

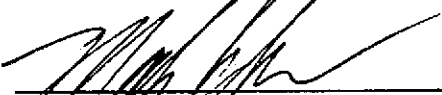
Dated: July 22nd, 1993

X 
DINESH MANIAR

Approved by counsel:

Dated: July 22, 1993

MILLER, STARR & REGALIA

By: 
MARK A. CAMERON
Attorneys for OAKLAND INTERNATIONAL TRADE CENTER, INC. and NELSON TSUI

Approved by counsel:

Dated: July 22, 1993

GORDON & REES

By: 
JAMES HANAVAN
Attorneys for DINESH MANIAR

TSU31208/stp.50

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9 Attorneys for Petitioners NELSON TSUI and
10 OAKLAND INTERNATIONAL TRADE CENTER, INC.

11 CHAIR, JUDICIAL COUNCIL

12	Coordination Proceeding)	JUDICIAL COUNCIL
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28	Trade Center)	ALAMEDA SUPERIOR COURT
29)	NO. 709280-4
30	Oakland International Trade)	
31	Center v. Maniar)	
32)	
33	Maniar v. Oakland International)	
34	Trade Center)	

35 STIPULATED JUDGMENT

36 IT IS HEREBY STIPULATED by and between plaintiffs
37 OAKLAND INTERNATIONAL TRADE CENTER, INC. and NELSON TSUI, and
38 DINESH MANIAR, that judgment in the above-entitled action be
hereby entered in favor of plaintiffs and against defendant for
the sum of Seventy-Five Thousand Dollars (\$75,000.00), together

PROMISSORY NOTE

\$75,000.00

Oakland, California
Due: June 9, 1994

For value received, DINESH MANIAR (hereinafter referred to as "Maker") promises to pay to OAKLAND INTERNATIONAL TRADE CENTER, INC. and its counsel Miller, Starr & Regalia (hereinafter referred to as "Payee"), or order, in lawful money of the United States, the principal sum of Seventy-Five Thousand Dollars (\$75,000.00), hereinafter called the "Principal," together with interest at the rate of eight percent (8%) accruing from June 9, 1993. The total amount of \$81,000.00, consisting of Principal and interest thereon, shall be due and payable on June 9, 1994.

If action be instituted on this Note, Maker promises to pay such sum as the Court may fix as attorneys' fees.

Dated: July ____, 1993

DUPLICATE
DINESH MANIAR

TSU31208/pro.75

EXHIBIT H

PROMISSORY NOTE

\$50,000.00

Oakland, California
Due: December 9, 1993

For value received, DINESH MANIAR (hereinafter referred to as "Maker") promises to pay to OAKLAND INTERNATIONAL TRADE CENTER, INC. and its counsel Miller, Starr & Regalia (hereinafter referred to as "Payee"), or order, in lawful money of the United States, the principal sum of Fifty Thousand Dollars (\$50,000.00), hereinafter called the "Principal," together with interest at the rate of eight percent (8%) accruing from June 9, 1993. The total amount of \$52,000.00, consisting of Principal and interest thereon, shall be due and payable on December 9, 1993.

If action be instituted on this Note, Maker promises to pay such sum as the Court may fix as attorneys' fees.

Dated: July ____, 1993

DUPLICATE
DINESH MANIAR

TSU31208/pro.50

EXHIBIT G

PROPERTY DESCRIPTION

92342395

All buildings and improvements situated on the following described parcel of land which buildings and improvements are and shall remain real property, and the trustor's leasehold estate created under that certain lease recorded concurrently on

REAL PROPERTY in the City of Oakland, County of Alameda, State of California, described as follows:

Beginning at a point on the Western line of Hegenberger Road as described in Street Dedication from Bella Julia Carucci, a widow, to City of Oakland, a municipal corporation, dated November 9, 1946 and recorded November 20, 1946, under Recorder's Series No. TT/103504, in Book 5003 of Official Records of said Alameda County, Page 382, distant thereon South 0° 06' 10" East (South 0° 06' 10" East being used for the Western line of Hegenberger Road for the purpose of this description), 892.444 feet from the point of intersection thereof with the direct production Northeastern of the Northwestern boundary line of Plot 32, as said Plot is shown on the Map of the land in partition in the Suit of W.L. P. Toier, et al, vs. Jose C. Parafis, administrator, et al, as subdivided by A. E. Crane, R.S. Farrally and M. Kerwin, Referees appointed by the Judge of the Superior Court, Department No. 1, in and for the County of Alameda, Louis Castro, Surveyor, * on file with the report of the referees in the above partition in the Office of the County Clerk of the County of Alameda; running thence along said line of Hegenberger Road South 0° 06' 10" East, 891.019 feet to a point on a line drawn parallel with and distant Northerly, 180.00 feet, right angle measurement, from the Southern line of said Plot 32; thence along said parallel line so drawn, North 81° 28' 27" West, 827.097 feet; thence North 0° 06' 10" West, 896.836 feet until intersected by a line drawn South 29° 53' 50" West from the point of beginning; thence North 29° 53' 50" East, 820.00 feet to the point of beginning.

Excepting therefrom a portion of that certain parcel of land designated as Parcel 1 in Exhibit "A" of the Deed from Tara Development Company, a California corporation, to Beneficial Standard Life Insurance Company, a California corporation, dated August 24, 1962, and recorded September 17, 1962, in the Office of the Recorder of Alameda County, California, under Recorder's Series No. AT126588, said portion being described as follows:

Beginning at a point on the Western line of Hegenberger Road as described in the Street Dedication from Bella Julia Carucci, a widow, to the City of Oakland, dated November 9, 1946, and recorded November 20, 1946, in the Office of said Recorder under Recorder's Series No. TT103504, said point being the Northeastern corner of said "Parcel 1"; running thence along said Western line of Hegenberger Road South 1° 01' 07" West, 943.16 feet to a point from which the center of a circle having a radius of 15 feet bears North 88° 58' 53" West; thence, leaving said Western line of Hegenberger Road, on the circumference of said circle, Southerly, Southwesterly and Westerly, 25.32 feet; thence tangent to said circumference North 80° 21' 10" West, 27.31 feet to a point from which the center of a circle having a radius of 15 feet bears North 9° 38' 50" East; thence along the circumference of last-said circle Easterly, Northeasterly and Northerly 25.32 feet; thence tangent to last-said circumference North 1° 01' 07" East, 444.15 feet to a point from which the center of a circle having a radius of 1,426.00 feet bears North 88° 58' 53" West, thence along the circumference of last-said circle Northerly, 183.38 feet; thence tangent to last-said circumference North 5° 48' 40" West, 327.86 feet to the Northern boundary line of said "Parcel 1"; and thence along the last-mentioned boundary line South 88° 58' 53" East, 78.09 feet to the point of beginning.

The bearings and distances given in the above description are based on the California Coordinate System, Zone 3, Mutualy distances given by 1.00007 to obtain ground level distances.

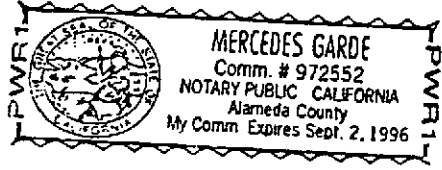
EXHIBIT A

1 State of California]
2 County of Alameda] -ss.

3
4 On July 22nd, 1993, before me, Mercedes Garde a
5 Notary Public in and for the State of California, personally
6 appeared MARK A. CAMERON, personally known to me to be the
7 person whose name is subscribed to the within instrument and
8 acknowledged to me that he executed the same in his authorized
9 capacity, and that by his signature on the instrument the
10 person, or the entity upon behalf of which the person acted,
11 executed the instrument.

12 WITNESS my hand and official seal.

13 Mercedes Garde
14 Notary Public



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19 TSU.31208
rem. lp

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1 of California, and is more particularly described in Exhibit "A"
2 attached hereto.

3 Dated: July 22, 1993

MILLER, STARR & REGALIA

4
5 By: 

6 MARK A. CAMERON
7 Attorneys for Plaintiff OAKLAND
8 INTERNATIONAL TRADE CENTER, INC.

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8 Attorneys for Plaintiff OAKLAND
9 INTERNATIONAL TRADE CENTER, INC.

10 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 IN AND FOR THE COUNTY OF ALAMEDA

12 OAKLAND INTERNATIONAL TRADE) CASE NO. 707439-8
13 CENTER, INC.)
14 Plaintiff,) NOTICE OF WITHDRAWAL OF
15 v.) LIS PENDENS
16 DINESH MANIAR, and DOES 1)
17 through 100, inclusive,)
18 Defendants.)

19 PLEASE TAKE NOTICE that the Lis Pendens heretofore
20 recorded on October 21, 1992, as Recorder's Serial Number 92
21 342395, Official Records of the County of Alameda, State of
22 California, by plaintiff OAKLAND INTERNATIONAL TRADE CENTER,
23 INC., against defendants DINESH MANIAR, and DOES 1 through 100,
24 inclusive, is hereby withdrawn.

25 The real property subject to this action and described
26 in said Lis Pendens is located in the County of Alameda, State

27 / / /

28 MILLER
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& REGALIA
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