

The Martin Co
6475 Christie #500
Emeryville Ca 94608
Laurie Lundholm

RECEIVED
10:29 am, Apr 16, 2008
Alameda County
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IN THE
COUNTY OF ALAMEDA
SERIAL NO. 91-199572
DATE 7-31-91
BY THE COUNTY CLERK

Memorandum of Agreement

On October 16, 1989, The Martin Group of Companies, Inc., ("Martin"), JS Bay Center Associates, Ltd. ("JS"), Bay Center Apartment Associates, Ltd. ("BCAA") filed an action in the United States District Court for the Northern District of California known as The Martin Group of Companies, Inc., et al. v. ANR Freight Systems, Inc., et al., No. C 89-3752 TEH ("the Action") against ANR Freight Systems, Inc. ("ANR"), Oyama Associates ("Oyama"), Emeryville Community Developers, Ltd. ("ECD"). Oyama and ECD filed Third Party Complaints against Menard, Inc. and Trucking Properties, Inc. (formerly known as Merchants, Inc.) (collectively, "Menard") and Coastal West Ventures, Inc. ("Coastal"); ANR and Coastal filed a Third Party Complaint against the City of Emeryville, a municipal corporation ("City"); and various parties filed additional cross-claims and counter claims against other parties.

Martin was the former owner and JS and BCAA are the present owners of improved real property ("Property") located in Emeryville, California which is sometimes known as the "Bay Center" or as "EmeryBay," and portions of which were formerly known as the "Delta Trucking" site and the "Garrett Trucking" site. The Action concerned the responsibility, if any, of the parties thereto to compensate Martin, JS, and BCAA for alleged past and future "response costs" and other costs and expenses they claimed to have incurred, or would incur in the future as a

A

result of conditions of the surface, the soil, and the groundwater at the Property.

On March 20, 1991, Martin, JS, and BCAA consented on the public record with ANR, Oyama, ECD, Coastal, Menard, and the City to enter into a written agreement to settle the claims, cross-claims and counterclaims of the Action; on March 22, 1991, the Court entered an Order dismissing the Action with prejudice on the basis of such consents.

JS BAY CENTER ASSOCIATES,
a California limited partnership
By: [Signature]
J. David Martin, General Partner

Dated: July 25, 1991

STATE OF CALIFORNIA

COUNTY OF Alameda) SS.

Simple On July 25 1991 before me, (here insert the name and title of the officer), personally appeared

J. David Martin

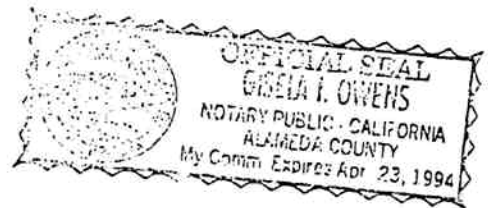
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

Name (Typed or Printed)

Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

CHICAGO TITLE

The Martin Co.
6475 Christie Ave # 500
Emeryville Ca. 94608
Laure Lundholm

Memorandum of Agreement

ORIGINAL BY XERO COPY
DOCUMENT RECORDED 2-31-91
INDEXED
AFFIDAVIT
91-799573
OFFICE RECORDS

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BAY CENTER APARTMENT ASSOCIATES,
a California limited partnership

By:

[Signature]
J. David Martin, General Partner

Dated:

July 25, 1991

STATE OF CALIFORNIA

COUNTY OF Alameda) SS.

Staple

On 7-25-91 before me, (here insert the name and title of the officer), personally appeared

J. David Martin

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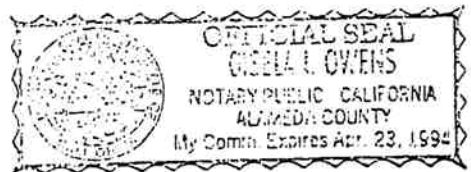
WITNESS my hand and official seal.

Signature

[Signature]

Name (Typed or Printed)

Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

CHICAGO TITLE

Staple