

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF San Diego

Mark and Sharon ~~Patricia~~ <sup>Petra</sup> )  
Plaintiff(s)  
v.  
Rousseau Du LLC  
Defendant(s)

CASE NO.  
STIPULATION FOR  
SETTLEMENT  
Case No. 836216  
~~CSP SECTION 87.6~~

This case having come on this date for settlement conference/mediation before Judge Zventina at the offices of JAMS and the parties having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

- The Redevelopment Agency of the City of San Diego /
1. SEDC (South Eastern Economic Development Corp)  
a non-party working with an existing developer will cause to be delivered a 10,000 sq ft foot concrete ~~slab~~ <sup>tilt</sup> + <sup>cast</sup> <sup>in</sup> industrial building in the Valenciana Business <sup>Part</sup> <sup>of</sup> <sup>the</sup> <sup>City</sup> <sup>of</sup> <sup>San</sup> <sup>Diego</sup> for \$73 per sq ft <sup>a</sup> More precise definition of the building <sup>terms</sup> to be defined and incorporated into an ~~agreement~~ <sup>agreement</sup> as agreed by SEDC <sup>is authorized</sup> and the Petracas. Construction <sup>to be started</sup> to be started within calendar year 2006.
  2. (Further provisions attached)

2. ~~James Smith~~ <sup>Roseau Inc.</sup> shall pay the attorney fees and costs incurred by the Peterras. Peterras will present the fees and costs to counsel for ~~James Smith~~ Roseau for purposes of defining total costs and fees. \$25,000 of the fees and costs to be paid within 30 days with the balance to be paid in the next 120 days. If the balance not paid in 120 days the balance to be set forth in a Promissory Note ~~shall~~ secured by a Deed of Trust bearing interest at the rate of 6%.

3. Any disputes as to ~~the~~ <sup>performance</sup> whether ~~the~~ <sup>any</sup> ~~agreement~~ is ~~or~~ has been performed shall be submitted to Judge Zvetina\* to first mediate and if not resolved through mediation Judge Zvetina\* shall refer the matter back to Judge Hayden for ~~the~~ completion of the trial and verdict.

\* or such other qualified mediator as the parties ~~also~~ agree to.

2. The plaintiff <sup>s</sup> agrees to accept <sup>these terms</sup> said sum as payment in full of all <sup>Settlement</sup> ~~its~~ of their claims arising from the events described in the complaint with the knowledge that <sup>they</sup> he/she will be barred from proceeding against the defendant(s) in the future regardless of what might happen.

~~3. Each party will bear its own court costs.~~

~~4. All jury fees deposited may be refunded.~~

5. Trial date of ~~March 7~~ <sup>April 7, 2006</sup> is vacated.

~~6. That this settlement may be enforced pursuant to CCP Section 664.6 in the Superior Court of \_\_\_\_\_ County.~~

DATED: April 7, 2006

[Signature]  
Attorney for Plaintiff

[Signature]  
Plaintiff

[Signature]  
Attorney for Defendant

[Signature]  
Defendant For Roseau Development Company Ltd.

[Signature]  
Attorney for Defendant  
SEDL Agency

[Signature]  
Defendant  
SEDL Agency

ACCEPTED: [Signature] Witness

[Signature]  
Hon Raymond F. ZUETINA (R)

\* If the parties to pending litigation stipulate, in writing or orally before the Court for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement.