

**California Regional Water Quality Control Board  
San Francisco Bay Region**

**Exhibit D to Mutual Release Attachment to Resolution No. R2-2004-0016**

**Written Instrument Of Release And Transfer Document**

\_\_\_\_\_ [name of new purchaser, lender, lessee, or occupant] (hereinafter "Released Party"), by signing below verifies and warrants as follows:

1. Released Party has read the recorded Mutual Release and Covenant Not to Sue ("Mutual Release") document, and the related Regional Water Quality Control Board (Regional Board) Resolution No. R2-2004-0016, including Attachment and Exhibits recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in Alameda County, California for the "Property", formerly the Port of Oakland Airport Overflow Parking Lot, located at Pardee Road and Swan Way, Oakland CA.
2. Released Party understands and agrees that the Mutual Release contains a release by the Regional Water Quality Control Board ("Regional Board") and a covenant not to bring or support any action or order against subsequent purchasers, tenants, lenders, and occupants of all or a portion of the Property (as defined in the Mutual Release), including their directors, officers, shareholders, managers, employees, partners, affiliates, members, contractors, agents, successors, and assigns, related to the Known Conditions (as defined in the Mutual Release), including contamination at, under, or originating from the Property (as defined in the Mutual Release).
3. Released Party understands and agrees that it may enjoy the benefits of the Mutual Release only if it releases and covenants not to sue the Regional Board as set forth in the Mutual Release, and that by executing this Release, Released Party releases and covenants not to sue the Regional Board in accordance with the terms of the Mutual Release.
4. Released Party understands and agrees that its right to rely on the benefits of the Mutual Release is subject to and conditioned on its own, but only its own, acceptance of all of the provisions of the Mutual Release and its compliance with its obligations under the terms of the Mutual Release.
5. Released Party accepts and agrees to abide by all provisions of the Mutual Release.

This Instrument of Release and Transfer Document shall be effective upon execution by the Released Party. Within three days of execution, Released Party agrees to mail a copy of the executed Release to: Executive Officer, Regional Water Quality Control Board, San Francisco Bay Region (address as of March 29, 2004, is 1515 Clay Street, Suite 1400, Oakland, CA 94612).

\_\_\_\_\_  
Authorized Signature (Released Party)

\_\_\_\_\_  
Date

Name/Title: \_\_\_\_\_

Company Name/Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_