Recording Requested By
First American Title NHS

220081

Recording Requested By:
Watt Investments at Sunnyvale LLC
c/o Watt Companies
Attn: Mr. Max Frank
2716 Ocean Park Boulevard, Suite 2025
Santa Monica, CA 90405

When Recorded, Mail To:
Attn.: Mr. Bruce H. Wolfe, Executive Officer
Attn: Mr. Max Shahbazian (Case No. 43S0836)
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

COPY of Document Recorded
on 9-5-2014 as No. 2014-22699010
Has not been compared with original.
Santa Clara COUNTY RECORDER

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

RESOLUTION NO. R2-2014-0031

AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO
AN AGREEMENT FOR MUTUAL RELEASE AND COVENANT NOT TO SUE WITH
WATT INVESTMENTS AT SUNNYVALE LLC,
FOR THE PROPERTY LOCATED AT 915 DEGUIGNE DRIVE, SUNNYVALE,
SANTA CLARA COUNTY

First American Title Company has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described herein.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION

RESOLUTION NO. R2-2014-0031

AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO
AN AGREEMENT FOR MUTUAL RELEASE AND COVENANT NOT TO SUE WITH
WATT INVESTMENTS AT SUNNYVALE LLC,
FOR THE PROPERTY LOCATED AT 915 DEGUIGNE DRIVE, SUNNYVALE,
SANTA CLARA COUNTY

WHEREAS, the California Regional Water Quality Control Board, San Francisco Bay Region (hereinafter Regional Water Board), finds that:

1. **Property:** The property, which is a National Priorities Listed "Superfund Site," is located at 915 DeGuigne Drive in Sunnyvale (the Property). The Property is comprised of approximately 24.5 acres of land and consists of three separate but adjacent parcels bounded by Duane Avenue to the north, DeGuigne Drive to the east, and other private commercial structures to the south and west. The Property improvements include two large mid-rise buildings and related outbuildings, parking lots, and other structures.

2. **Property Ownership and Use**: The Property is currently owned by Watt Investments at Sunnyvale LLC (Buyer). The Buyer purchased the Property from Spansion LLC (Spansion) in January 2014. The Property is leased to Spansion and was formerly owned and operated by Advanced Micro Devices, Inc. (AMD), as a semiconductor research and fabrication facility from approximately 1974 until 2009. Prior to that time it was used for agricultural purposes.

3. **Cleanup Requirements:** Known contamination at the Property has been remediated since 1981 and continues to be remediated today by AMD pursuant to Regional Water Board Order No. 91-101 (Site Cleanup Requirements). A groundwater extraction and treatment system (GWETS) operates at the Property. The GWETS collects and treats groundwater containing volatile organic compounds (VOCs) such as chlorinated solvents and fuel constituents historically discharged from several on-property and off-property locations and other nearby Superfund sites.

4. **Investigations and Remediation Accomplished:** Industrial processes at this facility used trichloroethylene (TCE) and other solvents and acids for cleaning and degreasing. Property investigations of groundwater, soil, soil gas, and indoor air inside the existing structures at the Property have determined that the groundwater contains VOCs such as TCE, tetrachloroethylene (PCE), and 1,1,1- trichloroethane (TCA) and daughter products, and fuel constituents such as benzene, toluene, ethylbenzene, and xylenes (BTEX). The soil contains detectable concentrations of residual organochlorine pesticides from pre-industrial agricultural land use, as well as naturally-occurring metals such as chromium, arsenic, and vanadium. Soil gas contains VOCs and daughter products, as well as BTEX volatilizing from contaminated groundwater. Indoor air contains TCE and cis-1,2-dichloroethene (cis-1,2-DCE). The primary onsite source for TCE in groundwater

beneath the Property appears to have been a leak from one of the three tanks comprising the facility's acid neutralization system (ANS). No active new source of pollutants is believed to be currently discharging on the Property. The Property is adequately characterized for its present use.

Remedial actions at the Property began in 1981. The remedy for groundwater contamination at the Property has included soil excavation, groundwater extraction and treatment, groundwater monitoring, and institutional controls. The ANS was removed in 1981, and in 1982 approximately 5,570 cubic yards of TCE-affected soil was excavated from the area surrounding the former ANS to a depth of up to 34 feet below ground surface (bgs). In addition, an underground storage tank containing 712-D photoresist stripper and approximately 300 cubic yards of soil affected by trichlorobenzene and xylenes were excavated to a depth of 16 feet bgs and removed in 1981. Groundwater extraction and treatment (GWETS) operations began in 1982, and the GWETS is currently operating.

5. **Demolition and Remediation to be Conducted as Part of Redevelopment:** Spansion has completed the decommissioning of its onsite operational facility under the oversight of the City of Sunnyvale, which is the Certified Unified Program Agency (CUPA), and anticipates vacating the Property within the next 12-24 months. Once Spansion moves out, the Buyer will (i) perform demolition of the Spansion-decommissioned improvements in a manner that will not aggravate or contribute to the existing environmental conditions of the Property; (ii) implement the approved Soil Management Plan (SMP); (iii) complete a vapor intrusion investigation work plan and investigation after building demolition; (iv) submit a vapor mitigation plan (VMP) that reflects the results of the vapor intrusion investigation and is consistent with Cal/EPA and U.S. EPA guidance; (v) implement the VMP including any long-term operation and maintenance; (vi) comply with all applicable local, State, and federal laws and regulations regarding the Property, and (vii) cooperate in providing the Regional Water Board and AMD or their successors or assigns reasonable access to the Property for any necessary monitoring purposes and any necessary operation, maintenance, and repair of wells and remediation facilities.

6. **Redevelopment Plans:** The Buyer intends to remove the existing buildings, paving, and other improvements and replace them with new residential and commercial structures, utilities, a private park, and new roadways and landscaping. The residential structures will be situated above grade on concrete slabs atop ground level garages, over vapor mitigation systems (VMS), if required. The Buyer will operate and maintain the VMS. Associated retail space, amenity space (i.e., swimming pool, community room, leasing offices, and management offices), courtyards, and landscaped pedestrian pathways will be situated on grade, over VMS (if required). The Buyer may destroy, remove, move, and/or replace the existing wells, pipelines, treatment systems to facilitate its redevelopment, with the approval of the Regional Water Board's Executive Officer.

7. **Continuing Remediation Obligations of AMD:** AMD will continue to operate its modified groundwater remediation system under the existing Site Cleanup Requirements.

8. **Deed Restriction:** Pursuant to the Site Cleanup Requirements, a Deed Restriction was recorded against the Property on August 7, 1992. The Deed Restriction prohibits the extraction of groundwater for any purpose other than treatment to remove residual industrial chemicals. The existing deed restriction does not comply with the requirements of California Civil Code section 1471. The Buyer will record a new "Covenant and Environmental Restriction on Property" (Deed Restriction) against the Property in accordance with the requirements of California Civil Code section 1471. The new Deed Restriction will prohibit extraction of groundwater for purposes other than monitoring and remediation and will require that activities that disturb the soil beneath the Property, such as grading, excavation, or removal, shall be in accordance with the SMP. The Deed Restriction is binding upon successors.

9. **Buyer Request:** The Buyer desires a commitment, to the maximum extent permitted by law, that it, its parents, subsidiaries, partners, partnerships, affiliates, subsequent purchasers, tenants, lenders, and any occupants of the Property, as well as all of their members, partners, partnerships, shareholders, directors, officers, employees, agents, and their respective successors and assigns will not be subject to liability for, or the subject of any actions, orders, or other liabilities or requirements related to or arising from the known conditions. Specifically, the Buyer requests that the Regional Water Board enter into a Mutual Release and Covenant Not to Sue (Mutual Release) with the Buyer for the Property. In exchange, the Buyer will complete demolition and remediation activities as part of redevelopment as described in finding 5 above.

10. **Regional Water Board Authority:** Under Water Code section 13304, the Regional Water Board has broad discretion in determining the appropriate course of action in each cleanup and abatement action. Resolution of a cleanup action may include a prospective purchase agreement that includes a covenant not to sue an innocent prospective purchaser for known contamination under appropriate conditions, such as when the combined efforts of the owner and the actions proposed by a prospective purchaser will accomplish satisfactory cleanup of property that would otherwise remain underutilized due to concerns of liability for contamination. A factor for determining eligibility for a prospective purchaser agreement is that the prospective purchaser establishes that its proposed project benefits the public in terms of job creation, an increased tax base, and/or opportunities for disadvantaged groups, among others. The public benefit should be substantial since a prospective purchase agreement has the potential to shift the burden of cleanup from private responsible parties to the public.

11. **Benefits of Redevelopment**: The proposed agreement is consistent with the goals and purposes of the Porter-Cologne Act. It is in the public interest that the remediation be completed and that the Property be returned to productive use. The Buyer is arranging for the redevelopment of the Property to a more productive use that will benefit the public and the community. Estimated benefits to the community include infilling, the use of existing infrastructure, providing jobs for construction workers, the addition of needed housing for the people of the Bay Area, the creation of a new public park, and increased payroll, sales, and income taxes accruing to the State and the City of Sunnyvale. Redevelopment of the Property will have water quality benefits, by providing access to previously inaccessible onsite areas beneath the buildings where polluted soil may remain

for any necessary sampling, cleanup, and monitoring and by reducing the pressure for urban sprawl (and its associated water quality impacts).

12. **CEQA:** The Regional Water Board's approval of the Mutual Release is not a "project" as defined by Public Resources Code section 21065 and Title 14 of the California Code of Regulations, section 15378(a). Therefore this action is not subject to the California Environmental Quality Act (CEQA).

13. **Public Notice:** The Regional Water Board has notified the Buyer and all interested agencies and persons of its intent to adopt the resolution and its attachments and has provided them with an opportunity to submit their written comments.

14. **Public Hearing:** The Regional Water Board, at a public meeting, heard and considered all comments pertaining to this item.

THEREFORE, BE IT RESOLVED THAT the California Regional Water Quality Control Board, San Francisco Bay Region, authorizes the Executive Officer to sign the Mutual Release with Watt Investments at Sunnyvale LLC.

I, Bruce H. Wolfe, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on August 13, 2014.

for

Bruce H. Wolfe
Executive Officer

Attachment – Mutual Release and Covenant Not to Sue

California Regional Water Quality Control Board
San Francisco Bay Region

Attachment to Resolution No. R2-2014-0031
Mutual Release and Covenant Not To Sue
for
915 DeGuigne Drive, Sunnyvale, Santa Clara County

I. Introduction

This **Mutual Release and Covenant Not to Sue** ("Mutual Release") is provided in response to a request by the purchaser, Watt Investments at Sunnyvale LLC, a California Limited Liability Company ("Buyer"), and pursuant to San Francisco Bay Regional Water Quality Control Board ("Regional Water Board") Resolution No. R2-2014-0031 ("Resolution") that authorizes its Executive Officer to finalize negotiations and sign the Mutual Release concerning the former Spansion LLC ("Spansion") office and manufacturing site located at 915 DeGuigne Drive, Sunnyvale ("Property"). The legal description of the Property is attached hereto and incorporated by reference as "Exhibit A."

Buyer desires a commitment, to the maximum extent permitted by law, that it, its parents, subsidiaries, partners, partnerships, affiliates, subsequent purchasers, tenants, lenders, and any occupants of the Property, as well as all of their members, partners, partnerships, shareholders, directors, officers, employees, agents, and their respective successors and assigns (individually, "Released Party" and collectively, "Released Parties") will not be subject to liability for, or the subject of any actions, orders, or other liabilities or requirements related to or arising from the "Known Conditions" (defined below).

II. Definitions

For purposes of this Mutual Release, "Known Conditions" or "Known Condition" means all conditions of pollution in, at, under, originating from or migrating onto or off of the Property or any portion thereof, that were known to the Regional Water Board as of the Effective Date (defined below). The phrase "known to the Regional Water Board" refers to information regarding pollution in, at, under, originating from or migrating onto or off of the Property, or any portion thereof, that was disclosed to the Regional Water Board in the reports, investigation workplans, or any other information submitted to the Regional Water Board prior to the Effective Date, for example the 2013 groundwater monitoring report and the 2012 and 2013 Phase I and II site assessment reports. With respect to any claim, cause of action, investigation, or enforcement action asserted or required by the Regional Water Board, the Released Parties shall bear the burden of proving to the Regional Water Board that the condition of pollution at, under, or originating from the Property for which the Regional Water Board is pursuing a claim, cause of action, investigation, or enforcement action is a Known Conditions.

III. Findings of Fact

This Mutual Release is based on the following findings by the Regional Water Board:

1. The Property is within the jurisdiction of the Regional Water Board due to the Known Conditions. The Regional Water Board enters into this Agreement pursuant to California Water Code sections 13000 *et seq*. The Regional Water Board may release and covenant not to sue or assert claims for environmental investigation or remediation or other related claims against prospective purchasers, and related parties, of environmentally impacted properties, especially where, as here, the agreement is sufficiently in the public interest.

2. The Property has been used as an electronics manufacturing and office facility since 1974 by two owner/operators, including Advanced Micro Devices, Inc. ("AMD") from 1974 through 2003 and Spansion from 2003 through January 2014. The Property is approximately 24.5 acres in size and is generally flat with an elevation of about 41 feet above mean sea level (MSL). Two low-rise buildings, the AMD-915 main building and former AMD Submicron Development Center (SDC) building are located in the central and southwestern portions of the Property. The two buildings are connected by a hallway. The third building, identified as 943 DeGuigne Drive, is located in the eastern portion of the Property. The remainder of the Property is occupied by paved parking areas and landscaping. East Duane Avenue is to the north of the Property with residences present on the north side of East Duane Avenue. Fair Oaks Park and City of Sunnyvale School District property are located to the west of the Property. Industrial and commercial properties are located immediately to the east and south of the Property. At least one residential development is under construction nearby to the east of Property, southeast of the intersection of DeGuigne Avenue and East Duane Avenue. Several Superfund sites are located in close proximity to the Property in the hydraulically up-gradient (southerly) direction. Spansion has completed the decommissioning of its on-property operational facility under the oversight of the City of Sunnyvale, which is the Certified Unified Program Agency (CUPA), and anticipates vacating the Property within the next 12-24 months.

3. The Property is located in the Santa Clara Valley groundwater basin, a structural basin filled with marine and alluvial sediments. Groundwater is encountered first at a depth of approximately 10 feet below ground surface (bgs) and generally flows north toward the San Francisco Bay. The Property is underlain by alluvial soils, with four water-bearing zones comprised of several relatively thin, channel-like deposits of sands and gravels. The four water-bearing zones are both vertically and laterally separated by less permeable silty clays. Due to subsurface heterogeneity, different vertical depth interpretations of the four water-bearing zones are common. The different interpretations are likely associated with the complex nature of the alluvial system beneath the Property, where sand zones comprise elongate, channel-type deposits that can occur at various depths and

widths, with a meandering three-dimensional configuration, rather than a series of horizontal, continuous layers.

4. No active new source of pollutants is believed to be currently discharging on the Property. Groundwater flows generally northward, toward San Francisco Bay, following the area topography. The groundwater depth and flow direction may also be locally affected by the groundwater extraction and treatment (GWET) system that operates at the Property.

5. The Buyer proposes to convert the Property to residential and commercial use, and i) implement the approved soil management plan (SMP), (ii) complete a vapor intrusion investigation work plan and investigation after building demolition, (iii) submit a vapor mitigation plan (VMP) that reflects the results of the vapor intrusion investigation, and (iv) implement the VMP, including any long-term operation and maintenance. The VMP will be consistent with Cal/EPA and U.S. EPA guidance, will use 10^{-6} cancer risk as the risk level, and will use the lower of the then-current Regional Water Board's environmental screening levels (ESLs) and the U.S. EPA's regional screening levels or a site-specific risk assessment to interpret the 10^{-6} cancer risk level.

6. Known groundwater and soil contamination at the Property has been remediated since 1982. Groundwater continues to be remediated today by AMD under Regional Water Board Order No. 91-101 ("Order") via a GWET system that collects and treats groundwater containing volatile organic compounds (VOCs) such as trichloroethylene and cis-1,2-dichloroethene historically discharged from several on-property and off-property locations, including other nearby Superfund sites.

7. Pursuant to the Order, a deed restriction was recorded against the Property on August 7, 1992. Because the existing deed restriction does not comply with the requirements of California Civil Code section 1471, the Buyer will record a new "Covenant and Environmental Restriction on Property" ("Deed Restriction") against the Property in accordance with the requirements of Civil Code section 1471. The Deed Restriction will prohibit extraction of groundwater for purposes other than monitoring and remediation and will require that activities that disturb the soil beneath the Property, such as grading, excavation, removal, etc., shall be undertaken in accordance with the SMP. The Deed Restriction is binding upon successors.

8. The Buyer is not a responsible party or affiliated with a responsible party for the Known Conditions. The Buyer was not an owner of the Property prior to January 2014, which is when the Buyer purchased the Property from Spansion. The sole interest of the Buyer in the Property is to redevelop the Property.

9. The Buyer is arranging for the redevelopment of the Property to a productive use that will benefit the public and the community. Estimated benefits to the community include infilling, the use of existing infrastructure, providing jobs for

construction workers, the addition of needed housing for the people of the Bay Area, and increased payroll, sales, and income taxes accruing to the State and the City of Sunnyvale. Redevelopment of the Property will have water quality benefits by providing access to previously inaccessible onsite areas beneath the buildings where polluted soil may remain for any necessary sampling, cleanup, and monitoring and by reducing the pressure for urban sprawl (and its associated water quality impacts).

10. By entering into this Agreement, the Buyer certifies that to the best of its knowledge and belief, it has fully and accurately disclosed to the Regional Water Board any and all known information about pollution and/or contamination of the Property.

11. Except for the Order, the Property is not the subject of active enforcement actions or agreement(s) with another agency to address the residual pollution at the Property.

12. The Buyer will pay for all reasonable costs associated with the Regional Water Board's development and oversight of this Mutual Release pursuant to the California Water Code.

13. In order to ensure that no activities at the Property, with the exercise of due care, will aggravate, contribute to or create a condition of pollution or nuisance as a result of the Known Conditions, this Mutual Release requires compliance with the Deed Restriction on the Property, as more fully set forth below.

IV. Agreement

1. In accordance with the Resolution, the Regional Water Board expressly finds that the Released Parties shall not be liable or otherwise responsible for such Known Conditions and hereby covenants and agrees not to initiate, bring, or support any claim, order, demand, enforcement action or other civil or administrative proceeding against the Released Parties or their respective successors and assigns with respect to such Known Conditions under any local, State, or federal statute, common law, or equitable doctrine, including, but not limited to, in their entirety, the United States Code, the various California codes, or other applicable laws, regulations, ordinances, or civil, judicial or administrative authorities, having application to the handling, release, presence, migration to, through, or from, cleanup, containment, or maintenance of the Known Conditions at, on, under, or originating from or migrating to the Property, or any portion thereof. This Mutual Release shall inure to the benefit of, and pass with each and every portion of, the Property and shall benefit any respective successors, including without limitation purchasers of a portion of the Property, and assignees of the Released Parties, provided such successors and assignees did not cause or contribute to the Known Conditions and provided further each such party that is not a signatory to this Mutual Release executes a written instrument in the form of Exhibit B hereof.

2. This Release shall remain effective notwithstanding the revocation or modification of the Resolution or the Order and shall be without prejudice to the ability of the Regional Water Board to take action against any party other than the Released Parties, relating to the investigation, cleanup, or cost of investigation or cleanup of the Known Conditions. Nothing contained in this Mutual Release is intended to waive, limit, preclude, diminish, or hinder any right of the Released Parties now or in the future available in law, equity, or by agreement.

3. The Released Parties shall (i) exercise due care at the Property with respect to the Known Conditions, (ii) comply with the requirements and conditions of the Mutual Release, (iii) record and comply with the Deed Restriction, (iv) implement the approved SMP, (v) complete a vapor intrusion investigation work plan and investigation after building demolition, (vi) submit a VMP that reflects the results of the vapor intrusion investigation, (vii) implement the VMP, including any long-term operation and maintenance, (viii) comply with all applicable local, State, and federal laws and regulations regarding the Property, and (ix) cooperate in providing the Regional Water Board and AMD or their successors or assigns reasonable access to the Property for any necessary monitoring purposes and any necessary operation, maintenance, and repair of wells and remediation facilities. The VMP shall be consistent with Cal/EPA and U.S. EPA guidance, will use 10^{-6} cancer risk as the risk level, and will use the lower of the then current Regional Water Board's ESLs and the U.S. EPA's regional screening levels or a site-specific risk assessment to interpret the 10^{-6} cancer risk level.

4. Notwithstanding any other provisions of this Mutual Release, the Regional Water Board reserves the right to assert any claims, enforcement actions, or other civil or administrative proceedings against any Released Party arising after the Effective Date that are based on the failure of the respective Released Party to implement the items in Paragraph IV.3 above. If the Regional Water Board determines that a Released Party has failed to materially comply with any of these enumerated requirements, after notice and reasonable opportunity for cure, and the Regional Water Board elects to proceed against that Released Party, then this Mutual Release shall be suspended as to that Released Party, and the Regional Water Board and the Released Party shall then have any rights or defenses they would have had as if this Mutual Release and Covenant Not to Sue had not existed. If, following such proceeding, the Regional Water Board determines such action to be warranted, it may declare this Mutual Release to be null and void, with respect to that specific Released Party.

5. The reservation by the Regional Water Board set forth in Paragraph IV.4 shall be separately and distinctly applied with respect to each of the Released Parties, the intent being that failure by a particular Released Party to comply with any applicable requirement shall not render the Regional Water Board's covenant inapplicable to any other Released Party. Nothing contained in this Mutual Release shall be deemed a waiver of, or a release by, any Released Party of any defense available to such Released Party in response to any claim, order, demand,

enforcement action, or other civil or administrative proceeding by the Regional Water Board in contravention of this Mutual Release.

6. In partial consideration therefore, the Released Parties, on behalf of themselves and their respective successors in interest, hereby release and covenant not to sue the Regional Water Board, its authorized officers, employees, or representatives, with respect to any and all liability or claims associated with or arising out of the Known Conditions.

7. The Mutual Release shall not prohibit the Regional Water Board from asserting any claim, enforcement action, or other civil or administrative proceeding related to any condition of pollution at, under, or originating from the Property that are not Known Conditions.

8. Each Released Party not represented as a signatory below shall, as a precondition to receiving the benefits conferred by this Mutual Release, execute a written instrument in the form attached hereto and incorporated by reference as Exhibit B. Execution and mailing of Exhibit B to the Regional Water Board by or on behalf of any corporation, partnership, or other entity, shall be sufficient to confer the benefits of the Mutual Release upon all affiliates, parent or subsidiary corporations, and the respective directors, officers, employees, partners, members, agents, successors, and assigns of each such entity.

9. This Mutual Release shall be in full force and effect from the Effective Date. The Effective Date shall be January 23, 2014, the date upon which the Buyer took title to the Property. The Buyer shall have ninety (90) days from the date of approval by resolution by the Regional Water Board to record the Mutual Release and Exhibits A and B against the Property. A copy of the recorded Mutual Release and Exhibits A and B shall be provided to the Regional Water Board within twenty (20) days of the recording. The Regional Water Board shall provide acknowledgement of receipt of the recording. Notwithstanding anything to the contrary in the foregoing, if the Buyer or its successor(s) fails to record the Mutual Release and Exhibits A and B within the time frame set forth above, and the Regional Water Board or its Executive Officer in its discretion does not extend the time, this Mutual Release shall terminate.

10. This Mutual Release may be executed in one or more counterparts, each such counterpart being deemed an original but all counterparts constituting a single instrument.

11. Each of the undersigned parties hereby certifies and warrants that he or she is authorized to bind his or her agency or entity to the continuing obligations described herein.

12. All notices or other communications required or permitted hereunder shall be sent to the following entities:

California Regional Water Quality Control Board, San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, CA 94612
Attn: Executive Officer

Watt Investments at Sunnyvale LLC
c/o Watt Companies, Inc.
2716 Ocean Park Boulevard, Suite 2025
Santa Monica, California 90405
Attn: Mr. Max Frank

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN FRANCISCO BAY REGION

By: _____
Bruce H. Wolfe, Executive Officer

Date: 8/28/14

WATT INVESTMENTS AT SUNNYVALE LLC
A California limited liability company

By: _____
Max Frank, Vice President

Date: 8/22/2014

Exhibit A Property Legal Description and Assessor's Parcel Map

Exhibit B Written Instrument of Release and Transfer Document

State of California

County of ALAMEDA

On 28 AUGUST - 2014 before me, JOHN TIMOTHY,

personally appeared BRUCE H. WOLFE

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same in his authorized capacity, and by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary)

JOHN TIMOTHY
Commission # 1983992
Notary Public - California
Alameda County
My Comm. Expires Jul 1, 2016

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 8/22/14 (Date) before me, Muriel M. Paquin, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Max Frank (Name(s) of Signer(s))

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Muriel M. Paquin (Signature of Notary Public)

MURIEL M. PAQUIN
Commission # 1945307
Notary Public - California
Los Angeles County
My Comm. Expires Jul 24, 2015

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 2010 National Notary Association • NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)

Item #5907

8A

Exhibit A

Property Legal Description and Assessor's Parcel Map

LEGAL DESCRIPTION

Real property in the City of Sunnyvale, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

ALL OF PARCEL A, AS SHOWN UPON THAT CERTAIN PARCEL MAP FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON NOVEMBER 30, 1973 IN BOOK 333 OF MAPS, PAGE 30.

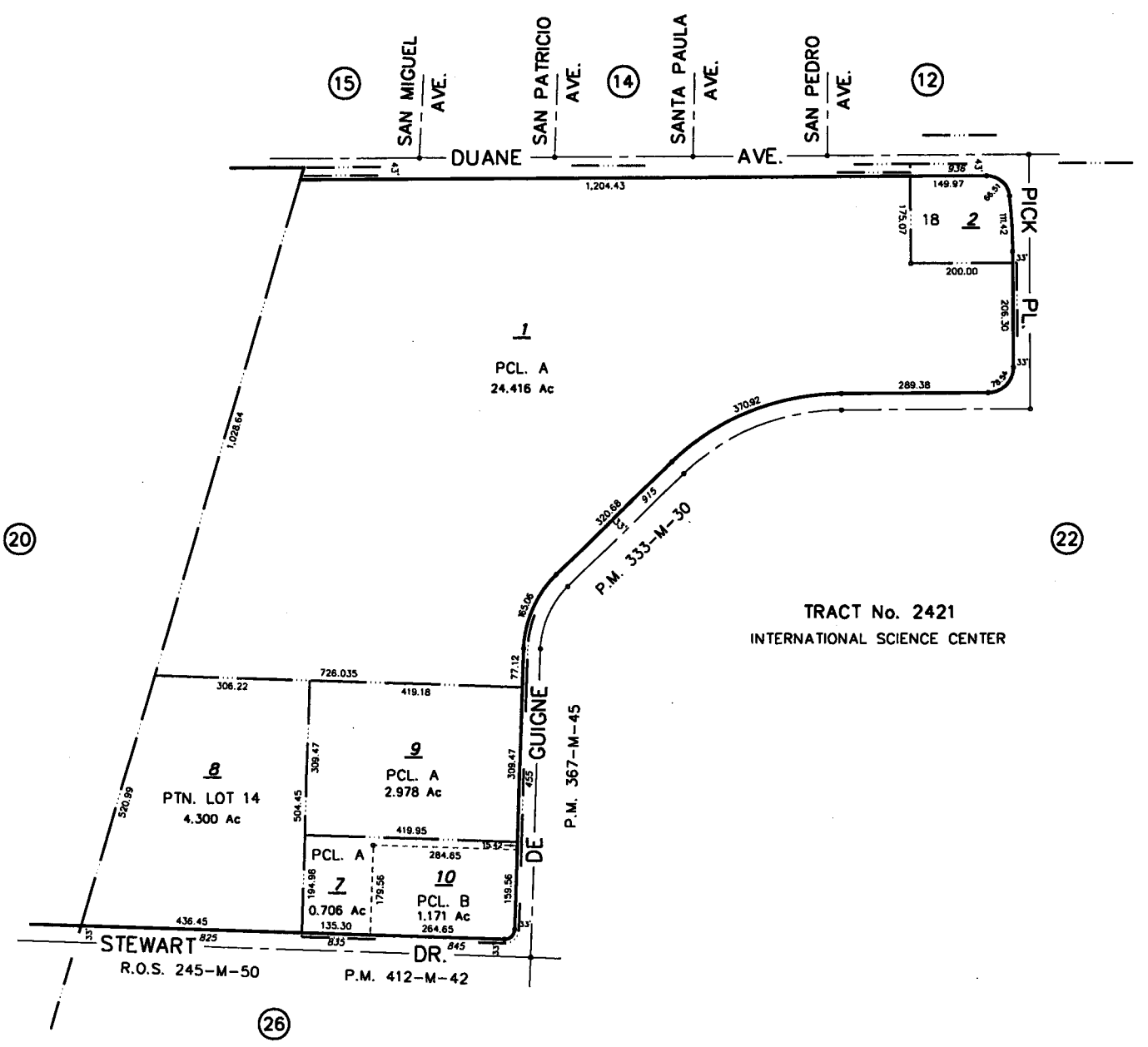
PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF COMPUTER DATA AND TELECOMMUNICATIONS LINES AS GRANTED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED JUNE 16, 1997 AS INSTRUMENT NO. 13741332, OFFICIAL RECORDS.

APN: 205-21-001

OFFICE OF COUNTY ASSESSOR — SANTA CLARA COUNTY, CALIFORNIA

BOOK	PAGE
205	21



N
W E
S

1" = 200'

TRA DET. MAP 93

LAWRENCE E. STONE – ASSESSOR
Cadastral map for assessment purposes only.
Compiled under R. & T. Code, Sec. 327.
Effective Roll Year 2012-2013

Exhibit B

Written Instrument of Release and Transfer Document

California Regional Water Quality Control Board
San Francisco Bay Region

Exhibit B to Mutual Release

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 Water Board") Resolution No. R2-2014-0031, including Attachment and Exhibits recorded in Book , Page in Santa Clara County, California for the "Property" located at 915 DeGuigne Drive in Sunnyvale, Santa Clara County, California.

2. Released Party understands and agrees that the Mutual Release contains a release by the Regional Water 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 Water Board as set forth in the Mutual Release, and that by executing this Release, Released Party releases and covenants not to sue the Regional Water 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 August 13, 2014, is 1515 Clay Street, Suite 1400, Oakland, CA 94612).

_____ _____

Authorized Signature (Released Party) Date

Name/Title: _____

Company Name/Address: _____