

EXHIBIT D

RELEASE, DISCLAIMER AND INDEMNITY

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT, for the consideration stipulated herein and other good and valuable consideration, including a \$100,000.00 payment to Mohammad Ali Mohyuddin ("Mohyuddin"), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, Sina Drugs, Inc. d/b/a Oncomed ("Oncomed") and Kevin Askari (collectively, the "Oncomed Parties") and Mohyuddin and Sorkin's Rx Ltd. (collectively the "Mohyuddin Parties") hereby agree as follows:

1. The Mohyuddin Parties, in consideration of the release contained herein, for themselves and their respective heirs, executors, administrators, shareholders, directors, officers, members, partners, agents, representatives, affiliates, parent companies, subsidiaries, related business entities, successors and/or assigns, hereby:

A. unconditionally and irrevocably terminate and relinquish any and all of the right, title and interest the Mohyuddin Parties ever had, now has or may have in Oncomed, including the 18% share interest ordered by the Supreme Court of the State of New York in that certain Short Form Order dated February 11, 2010 rendered in that action captioned *Sina Drug Corp. d/b/a Oncomed Pharmaceutical Services ("Oncomed") and Askari v. Mohyuddin et al., Nassau Co. Index No. 008814/2006* (the "Action"), provided, however, that if Oncomed defaults on payment of the remaining \$3.7 million as set forth in paragraph 6 of the Settlement Agreement, then Mohyuddin shall have his unencumbered 18% ownership interest in Oncomed, including all such rights as enumerated in Judge Warshawski's February 24, 2010 order;

B. unconditionally and irrevocably release, discharge and covenant not to sue (either directly or indirectly) the Oncomed Parties and/or any of the respective direct and/or indirect affiliates, members, parent companies, subsidiaries, related business entities, managers, officers, directors, employees, agents, attorneys, heirs, executors, administrators, predecessors, beneficiaries, successors and/or assigns of the Oncomed Parties or any other persons or entities acting on behalf of the Oncomed Parties from or on any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages (including, without limitation, compensatory, consequential, and/or punitive damages), judgments, extents, executions, demands, fees and liabilities of any kind whatsoever, in law and equity, (collectively, "Claims" and each individually a "Claim"), whether known or unknown, which each of the Mohyuddin Parties ever had, now has or can, shall or may have against each and every one of the Oncomed Parties and their respective heirs, executors, administrators, shareholders, directors, officers, members, partners, agents, representatives, affiliates, parent companies, subsidiaries, related business entities, successors and/or assigns arising by reason of any matter, cause or thing whatsoever from the beginning of the world to date of this mutual release (hereinafter the "Release") in connection with, arising out of and/or otherwise relating to Oncomed, claims that were or could have been asserted in the Action, including any Claim for fraudulent inducement arising from alleged oral promises or representations allegedly made or alleged omissions in connection with this Release (including any concerning the alleged value of Oncomed or any

alleged disclosure or non-disclosure of a potential sale of Oncomed), the Settlement Agreement dated May __, 2011 or the Action.

2. The Oncomed Parties, in consideration of the release, disclaimer and indemnity contained herein, for themselves and their respective heirs, executors, administrators, shareholders, directors, officers, members, partners, agents, representatives, affiliates, parent companies, subsidiaries, related business entities, successors and/or assigns, hereby:

unconditionally and irrevocably release, discharge and covenant not to sue (either directly or indirectly) the Mohyuddin Parties and/or any of the respective direct and/or indirect affiliates, members, parent companies, subsidiaries, related business entities, managers, officers, directors, employees, agents, attorneys, heirs, executors, administrators, predecessors, beneficiaries, successors and/or assigns of the Mohyuddin Parties or any other persons or entities acting on behalf of the Mohyuddin Parties from any and all Claim(s), whether known or unknown, which each of the Oncomed Parties ever had, now has or can, shall or may have against each and every one of the Mohyuddin Parties and their respective heirs, executors, administrators, shareholders, directors, officers, members, partners, agents, representatives, affiliates, parent companies, subsidiaries, related business entities, successors and/or assigns arising by reason of any matter, cause or thing whatsoever from the beginning of the world to date of this Release in connection with, arising out of and/or otherwise relating to Oncomed or the Action.

3. Subject to the terms of the Settlement Agreement, each party hereto acknowledges that this Release, and any amendments hereto, encompasses the entire agreement of the parties and supersedes all previous understandings and agreements between the Parties, whether oral or written concerning the matters addressed herein, in particular Oncomed and the Action. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Release, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights, remedies and Claim(s) whether known or unknown in connection with, arising out of and/or otherwise relating to any such representation, assertion, guarantee, warranty, collateral contract or other assurance.

4. Each party hereto acknowledges that he, she or it has read and fully understands the terms of this Release, that he, she or it has obtained legal advice in connection with this Release and that he, she or it is signing it knowingly and voluntarily.

5. Each party hereby irrevocably covenants to refrain from, directly or indirectly, asserting any Claim or commencing, instituting or causing to be commenced, any proceeding of any kind against any party based upon any matter released or disclaimed hereby.

6. Without in any way limiting any of the rights and remedies otherwise available to the Oncomed Parties under this Release, the Mohyuddin Parties shall indemnify and hold harmless each of the Oncomed Parties from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation

and defense and reasonable attorney's fees), whether or not involving third party claims, arising directly or indirectly from or in connection with the assertion by or on behalf of any of the Mohyuddin Parties or any of their respective heirs, executors, administrators, shareholders, directors, officers, members, partners, agents, representatives, affiliates, parent companies, subsidiaries, related business entities, successors and/or assigns of any Claim, including those Claims pending in the Action or other matter released pursuant to this Release.

7. In the event the Mohyuddin Parties challenge the enforceability of any covenant in this Release and/or refuse to indemnify the Oncomed Parties under the indemnity provisions hereof, the Mohyuddin Parties shall be liable for and shall pay to the Oncomed Parties one million dollars (\$1,000,000.00).

8. Without in any way limiting any of the rights and remedies otherwise available to the Mohyuddin Parties under this Release, the Oncomed Parties shall indemnify and hold harmless each of the Mohyuddin Parties from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees), whether or not involving third party claims, arising directly or indirectly from or in connection with the assertion by or on behalf of any of the Oncomed Parties or any of their respective heirs, executors, administrators, shareholders, directors, officers, members, partners, agents, representatives, affiliates, parent companies, subsidiaries, related business entities, successors and/or assigns, of any Claim, including those Claims pending in the Action or other matter released pursuant to this Release.

9. Nothing in this Release shall release any Claim(s) to the extent that such Claim(s) do not arise out of or otherwise relate to Oncomed and/or the Action.

10. If any provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Release will remain in full force and effect. Any provision of this Release held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11. This Release may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Release shall be governed by, interpreted under and construed and enforced in accordance with, the laws of the State of New York, without reference to conflicts of laws principles. Any action brought hereunder shall be brought in a court of law located in the City, County and State of New York.

12. The Mohyuddin Parties hereby represent and warrant to the Oncomed Parties that they have not assigned or transferred any Claim or any interest in any Claim released or discharged hereby. The Oncomed Parties hereby represent and warrant to the Mohyuddin Parties that they have not assigned or transferred any Claim or any interest in any Claim released or discharged hereby.

13. The Mohyuddin Parties hereby agree to do such further acts and things and to execute and deliver such additional instruments as the Oncomed Parties may reasonably request to evidence and confirm the foregoing. The Oncomed Parties hereby agree to do such further

acts and things and to execute and deliver such additional instruments as the Mohyuddin Parties may reasonably request to evidence and confirm the foregoing.

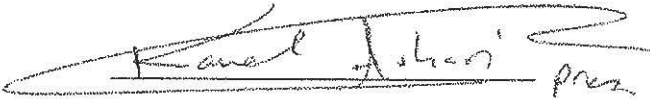
16. This Release may be executed and delivered in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one and the same agreement. This Release may be executed and delivered by facsimile.

17. The terms of this Release shall remain confidential and not disclosed by any of the parties hereto to any third party, unless compelled by judicial, administrative or other governmental process, or unless required to enforce the terms hereof.

Date: May __, 2011

KEVIN ASKARI

MOHAMMAD ALI MOHYUDDIN

Handwritten signature of Kevin Askari in black ink, written over a horizontal line. The signature is stylized and includes the word "pres" at the end.A horizontal line intended for a signature.

ONCOMED PHARMACEUTICAL SERVICE

SORKIN'S RX, LTD.

By:

Handwritten signature of an Oncomed representative in black ink, written over a horizontal line. The signature is stylized and includes the word "CEO" at the end.

Name: Oncomed
Title: CEO

By:

Name:
Title:

acts and things and to execute and deliver such additional instruments as the Mohyuddin Parties may reasonably request to evidence and confirm the foregoing.

16. This Release may be executed and delivered in counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one and the same agreement. This Release may be executed and delivered by facsimile.

17. The terms of this Release shall remain confidential and not disclosed by any of the parties hereto to any third party, unless compelled by judicial, administrative or other governmental process, or unless required to enforce the terms hereof.

Date: May __, 2011

KEVIN ASKARI

MOHAMMAD ALI MOHYUDDIN



ONCOMED PHARMACEUTICAL SERVICE

SORKIN'S RX, LTD.

By: _____

Name:

Title:

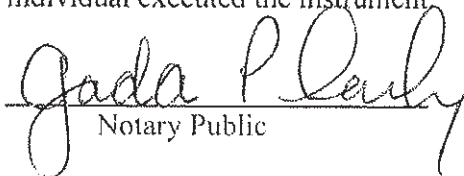
By: _____

Name: *Nuaman Tyeb*

Title: *CFO*

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

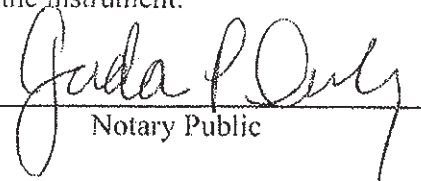
On the 17 day of May in the year 2011 before me, the undersigned, personally appeared KEVIN ASKARI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.


Notary Public

JADA P. DARLING
NOTARY PUBLIC, STATE OF NY
NO. 01DA6183452
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES MARCH 17, 2012

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the 17 day of May in the year 2011 before me, the undersigned, personally appeared ~~BRIET ZWEIFONHART~~ personally known to me to be a Shareholder and Authorized Representative of ONCOMED PHARMACEUTICAL SERVICES or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

JADA P. DARLING
NOTARY PUBLIC, STATE OF NY
NO. 01DA6183452
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES MARCH 17, 2012

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the _____ day of May in the year 2011 before me, the undersigned, personally appeared MOHAMMAD ALI MOHYUDDIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the _____ day of May in the year 2011 before me, the undersigned, personally appeared KEVIN ASKARI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

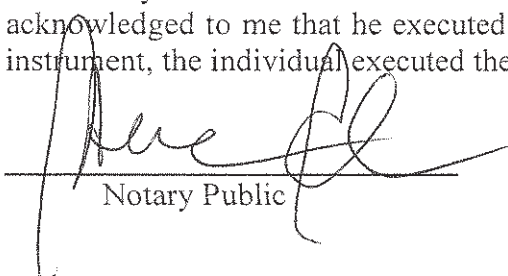
STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the _____ day of May in the year 2011 before me, the undersigned, personally appeared _____, personally known to me to be a Shareholder and Authorized Representative of ONCOMED PHARMACEUTICAL SERVICES or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the 12 day of May in the year 2011 before me, the undersigned, personally appeared MOHAMMAD ALI MOHYUDDIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.



Notary Public

STEVEN COHN
NOTARY PUBLIC, State of New York
No. 02C05068536
Qualified in Nassau County
5. Commission Expires 09/30/2014

STATE OF NEW YORK)
)ss.
COUNTY OF NASSAU)

On the 16 day of May in the year 2011 before me, the undersigned, personally appeared Nuaman Tyeb, personally known to me to be the CFO of the General Partner and Authorized Representative of SORKIN'S RX, LTD or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

KATHLEEN M. WARD
Notary Public, State of New York
No. 01WA5011115
Qualified in Suffolk County
C..... April 12, 2015