

OPTION TO PURCHASE REAL PROPERTY

This OPTION TO PURCHASE REAL PROPERTY (“**Option Agreement**” or “**Agreement**”) by and between the MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company (“**Optionor**”) and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California (“**Optionee**”) is dated as of _____, 2025 (“**Agreement Date**”).

RECITALS

- A.** Optionor owns that certain real property consisting of 9.84 acres located at 777 West Middlefield Road, in the City of Mountain View (“**City**”), County of Santa Clara, State of California (APN. 153-24-005) (“**Master Property**”). For purposes of this Agreement, the Master Property is divided into two (2) parcels: (i) 8 acres as depicted on **Exhibit A-1** (“**Lot A**”); and (ii) 1.8 acres, both as depicted on **Exhibit A-1** (“**Lot B**”).
- B.** Optionor has developed the Master Property as an integrated apartment complex consisting of seven hundred sixteen (716) residential units, a subterranean parking garage with eight hundred forty-seven (847) parking spaces; and other amenities as specified in the plans and specifications (“**Master Project**”). The Master Project consists of:
- a. Two (2) buildings with 572 market rental rate residential units, the parking structure and certain amenities located on Lot A (“**Market Rate Buildings**”); and
 - b. One (1) building with 144 rental residential units located on Lot B for employee housing (“**EH Building**”).

All of the amenities such as the parking garage, swimming pool, and other common area facilities will be located on Lot A and constructed as part of the Market Rate Buildings. The Market Rate Buildings and the EH Building share the amenities pursuant to Declaration of Covenants, Conditions, Restrictions and Establishment of Easements and Cost Sharing Obligations for 777 West Middlefield executed Landlord as declarant and recorded against the Master Project on December 6, 2022 as Instrument No. 25411919 in the Official Records of the County of Santa Clara (“**Official Records**”), which establishes reciprocal easements, rights and duties with respect to areas within the Master Project, including the Access Drives, District Parking Area, District Storage Area, the District Courtyard, the Multifamily Shared Amenities and the Public Use Area (all as defined therein) and maintenance and cost sharing obligations between the Market Rate Buildings and EH Building and the rules and regulations promulgated therein (“**CC&Rs**”).

- C.** Section 66 of the City of Mountain View’s conditions of approval for the Project (approved on May 21, 2019) specify that the EH Building is to be restricted in perpetuity to renting the residential units to Lower Income households (80% of AMI) and Moderate Income households (120% of AMI). The residential units are to be subleased to Optionee’s employees with twenty (20) units reserved for subleasing to City employees

in accordance with the Funding, Joint Use and Development Restriction Agreement dated September 19, 2022, between Optionee and City. All the foregoing obligations are reflected in that certain “*Agreement by and among the City of Mountain View, Mountain View Owner, LLC and Mountain View Whisman School District regarding the provision of Affordable Rental Housing Units for a Residential Project Located at 777 West Middlefield Road*” dated September 19, 2022 and recorded on October 13, 2022 as Instrument No. 25386075 in the Official Records to which the Premises are subject (“**Affordability Covenant Agreement**”).

- D. Lot B is legally described on **Exhibit A-2** attached hereto and is currently leased to Optionee pursuant to that certain Ground Lease dated **January 24, 2025**, between Optionor as landlord and Optionee as tenant (“**Ground Lease**”) which has been improved with the EH Building. Optionee is in possession and control of Lot B as improved by the EH Building (“**Option Property**”).
- E. Optionor is willing to grant Optionee an option to acquire the fee interest in the Option Property pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Optionor and Optionee agree as follows:

TERMS

1. **Effective Date.** This Agreement shall be effective as of the date executed by both Optionor and Optionee (“**Effective Date**”).
2. **Grant of Option.** As of the Effective Date, Optionor grants to Optionee an option to purchase the Option Property (“**Option**”) on the terms and conditions of (i) this Agreement, and (ii) the Purchase and Sale Agreement for Real Property with Joint Escrow Instructions attached as **Exhibit C** as modified with respect to the purchase price determined pursuant to Section 6 (“**PSA**”).
3. **Option Consideration.** Within seven (7) days of the Effective Date, Optionee shall pay by check issued by a financial institution or the County Office of Education located in the State of California to Optionor as consideration the sum of One Hundred Thousand Dollars (\$100,000) for the Option (“**Option Consideration**”). The Option Consideration shall be made payable to Optionor who shall hold the Option Consideration during the Option Term. Optionee shall overnight the check to Optionor who shall promptly deposit same with its financial institution. If the Option Consideration is not received by Optionor in the time specified, Optionor shall have the right to terminate this Agreement upon written notice to Optionee.

The Option Consideration is subject to the following:

- a. Fifty Thousand Dollars (\$50,000) shall be forfeitable and not applicable to the Purchase Price (“**Forfeitable Option Consideration**”), which is consideration for the grant of the Option and which Optionor may use as it determines including offsetting its costs related to the Option. The Forfeitable Option

Consideration shall be retained by Optionor whether Optionee exercises or does not exercise the Option.

- b. Fifty Thousand Dollars (\$50,000 shall be applicable to the Purchase Price under the PSA (“**Refundable Option Consideration**”) but returnable to Option if the Optionee in its sole and absolute discretion for any reason elects in writing on or prior to the end of the Option Term to not exercise the Option but provides notice to Optionor pursuant to Section 10 in which event, the Refundable Option Consideration shall be returned to Optionee as set forth in Section 10.
4. **Option Term.** The Option term shall commence on the Effective Date and end at 5:00 PM on June 30, 2025 (“**Option Term**”). The Option must be exercised by Optionee in accordance with Section 5.1 below after determination of the Purchase Price (pursuant to Section 6) but prior to the expiration of the Option Term (“**Option Exercise Period**”).
5. **Option Exercise.**

5.1. **Option Exercise.** During the Option Exercise Period and provided Optionee is not in breach of this Agreement nor the Ground Lease, Optionee may, in its sole discretion, exercise the Option by delivering to Optionor all of the following:

- (i) a written statement specifically stating it is exercising the Option;
- (ii) three (3) executed copies of the PSA (with the Purchase Price as determined pursuant to Section 6) and the liquidated damage section initialed; and
- (iii) delivery of Two Hundred Fifty Thousand Dollars (\$250,000) to Escrow Holder (as defined in the PSA) in Good Funds (“**Option Exercise**”).

If Optionee does not exercise the Option in the time and manner specified herein, the Option shall automatically terminate.

- 5.2. **Optionor’s Duty.** Upon receipt of the Option Exercise, Optionor shall promptly execute the three (3) copies of the PSA and initial the liquidated damage clause and return one (1) copy to Optionee and deliver one (1) copy to the Escrow Holder.
6. **Determination of Purchase Price.** As soon as possible after the Effective Date, the parties shall negotiate in good faith to determine the Purchase Price for the Option Property (subject to the Ground Lease (presuming 95% occupancy), the CC&Rs and the Affordability Covenant Agreement) (“**Appraisal Terms**”) for a period of sixty (60) days following the Effective Date of this Agreement (“**Negotiation Period**”). Each party may, at their own cost obtain an appraisal of the Option Property from a certified general appraiser and Member of the Appraisal Institute (“**MAI**”). If the parties do not reach an agreement on the Purchase Price during the Negotiation Period, the Purchase Price may be determined by an independent appraiser or valuation expert selected as follows:

6.1. Within ten (10) days after the Negotiation Period (or earlier if mutually agreed by

the parties), each party shall provide the other party with two (2) certified general appraisers (with their resumes) that are MAI certified to conduct the appraisal of the Option Property using the Appraisal Terms. Within thirty (30) days, the parties shall deliberate and mutually agree on which appraiser to use ("**Appraiser**").

- 6.2. The parties shall jointly contract with the Appraiser, and the cost of the Appraisal shall be split between the parties. The parties shall meet together with the Appraiser as necessary to provide and discuss information about the Option Property relevant to the appraisal and a determination of the Purchase Price. The Appraiser will then complete the appraisal of the Option Property in accordance with the Appraisal Terms within thirty (30) days of the Appraiser being retained ("**Final Appraisal Report**").
- 6.3. If either party rejects the Final Appraisal Report, that party must provide a disapproval notice ("**Disapproval Notice**") to the other party within ten (10) days of receiving the Final Appraisal Report.
- 6.4. If within fifteen (15) days of receipt of a Disapproval Notice and after good faith negotiations, the parties cannot come to an agreement as to the Purchase Price, either party may terminate this Agreement without cause or penalty by delivering written notice of termination to the other party ("**Termination Notice**"). Upon delivery of a Termination Notice, Optionor shall promptly return the Refundable Option Consideration to Optionee after receipt from Optionee of the Option Termination Agreement (as defined in Section 10.1).

7. **Ground Lease Rent.**

- 7.1. **Deferred Rent During Option Term.** During the Option Term, the rent due under Sections 4.1 and 4.2 (through the "Closing Date" as defined in the PSA) of the Ground Lease shall accrue but not be payable ("**Deferred Rent**"). If this Option is exercised by Optionee after the Deferred Rent starts to accrue, the Deferred Rent shall be paid by Optionee at the Close of Escrow as set forth and defined in the PSA.
- 7.2. **Deferred Rent (Terminate Option).** If this Option Agreement is terminated pursuant to Section 10 below, any Deferred Rent shall be paid to Optionor within fifteen (15) days of the Termination Notice or pursuant to the applicable time frame specified in the Ground Lease, whichever is later.
- 7.3. **Other Ground Lease Terms.** Notwithstanding the deferral of rent under Section 7.1, Optionee as ground tenant shall timely comply with all other obligations under the Ground Lease.

8. **Memorandum of Option.** Concurrently with execution of this Agreement, Optionor and Optionee shall execute and acknowledge a memorandum of option in the form of **Exhibit B** attached hereto ("**Option Memorandum**"). Optionor shall record the Option Memorandum in the Official Records of Santa Clara County as soon as the funds for the Option Consideration is received by Optionor after negotiating the check pursuant

to Section 3.

9. Optionor Documents.

- 9.1. HND Report.** Within three (3) days of the Effective Date, Optionor shall deliver to Optionee a natural hazard disclosure report issued by Disclosure Source.
- 9.2. Preliminary Title Report.** Optionee has received a current preliminary title report no. NCS-1192453-CC dated as of January 6, 2025, issued by First American Title Insurance Company
- 9.3. Seller Documents.** Within ten (10) days of the Effective Date, Optionor shall provide Optionee with complete and correct copies of any of the following documents in Optionor's possession and control related to the condition of the Option Property including, surveys, environmental inspections, soil or geological reports and other documents that Optionor may have pertaining to the Option Property.

10. Termination of Option.

- 10.1. Optionee Termination.** Optionee may, in its sole and absolute discretion for its convenience and any reason, elect to terminate the Option any time during the Option Term by delivering written notice of such election to Optionor together with an executed and acknowledged document to terminate the Option Memorandum in a form acceptable to a reputable national title insurance company to remove the Option Memorandum from record title of the Option Property ("**Option Termination Agreement**"). If Optionee does not exercise the Option as specified in Section 5.2 prior to the expiration of the Option Term, the Option shall automatically terminate and Optionee shall promptly deliver the Option Termination Agreement to Optionor. Within seven (7) days of receipt of the Option Termination Agreement, Optionor shall return the Refundable Option Consideration to Optionee using a check from a financial institution located in California.
- 10.2. Optionor Termination.** If Optionor terminates this Option pursuant to Section 6.4, Optionee shall provide an Option Termination Agreement and within seven (7) days of receipt of same, Optionor shall return the Refundable Option Consideration to Optionee using a check from a financial institution located in California.
- 11. Time of Essence.** Time is of the essence for this Agreement and the terms hereof.
- 12. Notices.** Any notice which either party may desire to give to the other party must be in writing and may be given by (i) personal delivery which will be deemed received the following day; (ii) by national overnight delivery service which will be deemed received the following business day; or (iii) by mailing the same by registered or certified U.S. mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is

directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

To Optionor: MOUNTAIN VIEW OWNER, LLC
c/o Miramar Capital
100 Wilshire Blvd, Suite 650
Santa Monica, CA 90401
Attn: Perry Hariri, Project Manager

With a copy to: Aleshire & Wynder, LLP
1 Park Plaza Suite 1000
Irvine, CA 92614
Attn: Anne Lanphar, Esq.

To Optionee: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
1400 Montecito Avenue
Mountain View, CA 94043
Attn: Superintendent

With a copy to: Orbach Huff & Henderson
6200 Stoneridge Mall Road, Suite 225
Pleasanton, CA 94588
Attn: Philip J. Henderson, Esq.

13. General Provisions.

13.1. Assignment. Optionee has no right to assign this Agreement without the prior written consent of Optionor in its sole and absolute discretion. In no event may Optionee assign this Agreement to any entity which is not an approved Assignment under Section 11.1(c) of the Ground Lease. This Agreement shall be binding upon and shall inure to the benefit of Optionee and Optionor and their respective heirs, personal representatives, successors and assigns.

13.2. Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

13.3. Governing Law. The validity, meaning, enforcement, construction and effect of this Agreement shall be determined in accordance with the laws of the State of California. The venue for any dispute shall be Santa Clara County.

13.4. Interpretation. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California. Titles and captions are for

convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

- 13.5. No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- 13.6. Amendments.** Any amendment or modification to this Agreement must be in writing and executed by both parties.
- 13.7. Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 13.8. Merger.** This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.
- 13.9. Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 13.10. Further Assurances.** Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

- 13.11. Qualification and Authority.** Each individual executing this Agreement on behalf of a party represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of the executing party in accordance with authority granted under the organizational documents of such entity, and (b) the executing party is bound under the terms of this Agreement.
- 13.12. No Third-Party Beneficiaries.** This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.
- 13.13. Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 13.14. Electronic Execution.** This Agreement may be electronically executed by the parties in accordance with UETA and ESIGN using qualified third-party service providers such as AdobeSign and DocuSign. The Memorandum of Option cannot be executed electronically.
- 13.15. Exhibits.** Exhibits A-1, A-2, B and C attached hereto are incorporated herein by reference.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

OPTIONEE:

OPTIONOR:

Dated: _____, 2025

Dated: _____, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California

MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company

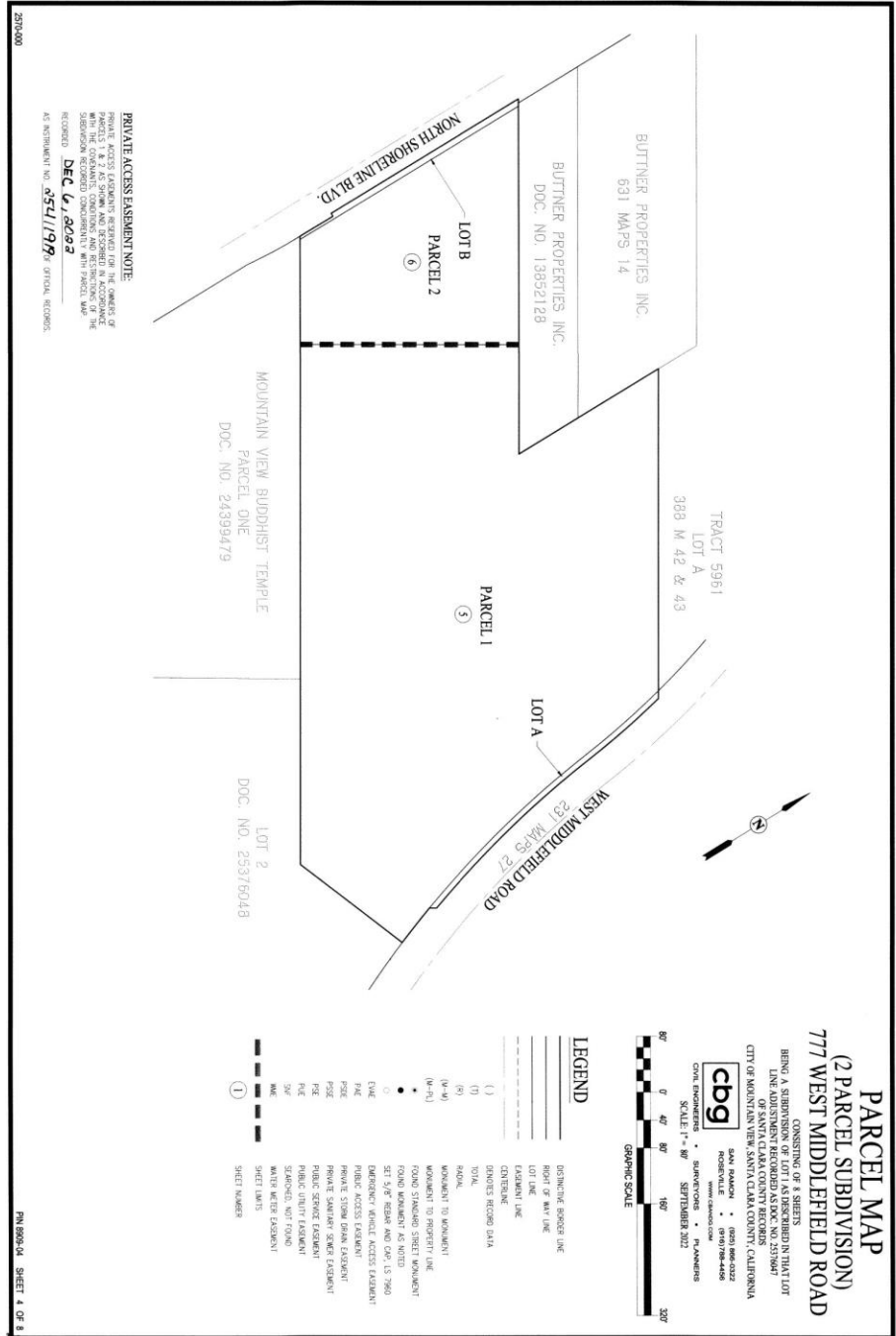
By: _____
William Lambert, Governing Board President

By: _____
Perry Hariri, Managing Member

ATTESTED:

By: _____
Lisa Henry, District Clerk

EXHIBIT A-1 DEPICTION MASTER PROPERTY SHOWING LOT A AND LOT B



Paul
450
6-10

6.

EXHIBIT A-2
LEGAL DESCRIPTION OF OPTION PROPERTY

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

**EXHIBIT B
MEMORANDUM OF OPTION**

**Recording Requested by and
When Recorded Mail to:**

MOUNTAIN VIEW OWNER, LLC
c/o Miramar Capital
100 Wilshire Blvd, Suite 650
Santa Monica, CA 90401
Attn: Perry Hariri, Project Manager

APN _____

(Space Above This Line For Recorder's Office Use Only)
EXEMPT FROM RECORDING FEE PER GOV. CODE §27383

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("**Memorandum**") dated _____, 2025 is made by and between **MOUNTAIN VIEW OWNER, LLC**, a Delaware limited liability company ("**Optionor**") and **MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**, a California public school district and political subdivision of the State of California ("**Optionee**").

Optionor and Optionee have entered into that certain Option to Purchase Real Property dated _____, 2025 ("**Option**") whereby Optionor granted to Optionee the option to purchase that certain real property in the City of Mountain View, County of Santa Clara, State of California legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**") pursuant to the terms set forth therein. The term of the Option expires on June 30, 2025.

OPTIONEE:

Dated: _____, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California

By: _____
William Lambert, Governing Board
President

ATTESTED:

By: _____
Lisa Henry, District Clerk

OPTIONOR:

Dated: _____, 2025

MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company

By: _____
Perry Hariri, Managing Member

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a notary public, personally appeared _____ 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.

Notary Public

SEAL:

EXHIBIT C
PURCHASE AGREEMENT (PSA)

**PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY
WITH JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY WITH JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this ___ day of _____, 202___ (“**Agreement Date**”) by and between MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company (“**Seller**”), and MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California (“**Buyer**”). Seller and Buyer are also sometimes referenced herein individually as a “**Party**” and jointly as the “**Parties**.”

RECITALS:

- A.** Seller owns that certain real property consisting of 9.84 acres located at 777 West Middlefield Road, in the City of Mountain View (“**City**”), County of Santa Clara, State of California (APN. 153-24-005) (“**Master Property**”). For purposes of this Agreement, the Property is divided into two (2) parcels: (i) 8 acres as depicted on **Exhibit A-1** (“**Lot A**”); and (ii) 1.8 acres, both as depicted on **Exhibit A-1** (“**Lot B**”).
- B.** Seller has developed the Master Property as an integrated apartment complex consisting of seven hundred sixteen (716) residential units, a subterranean parking garage with eight hundred forty-seven (847) parking spaces; and other amenities as specified in the plans and specifications (“**Master Project**”). The Master Project consists of:
- a. Two (2) buildings with 572 market rental rate residential units, the parking structure and certain amenities located on Lot A (“**Market Rate Buildings**”); and
 - b. One (1) building with 144 rental residential units located on Lot B for employee housing (“**EH Building**”).

All of the amenities such as the parking garage, swimming pool, and other common area facilities will be located on Lot A and constructed as part of the Market Rate Buildings. The Market Rate Buildings and the EH Building share the amenities pursuant to Declaration of Covenants, Conditions, Restrictions and Establishment of Easements and Cost Sharing Obligations for 777 West Middlefield executed Landlord as declarant and recorded against the Master Project on December 6, 2022 as Instrument No. 25411919 in the Official Records of the County of Santa Clara (“**Official Records**”) which establishes reciprocal easements, rights and duties with respect to areas within the Master Project, including the Access Drives, District Parking Area, District Storage Area, the District Courtyard, the Multifamily Shared Amenities and the Public Use Area (all as defined in therein) and maintenance and cost sharing obligations between the Market Rate Buildings and EH Building and the rules and regulations promulgated therein (“**CC&Rs**”).

- C.** Section 66 of the City of Mountain View’s conditions of approval for the Project

(approved on May 21, 2019) specify that the EH Building is to be restricted in perpetuity to renting the residential units to Lower Income households (80% of AMI) and Moderate Income households (120% of AMI). The residential units are to be subleased to Buyer's employees with twenty (20) units reserved for subleasing to City employees in accordance with the Funding, Joint Use and Development Restriction Agreement dated September 19, 2022, between Buyer and City. All the foregoing obligations are reflected in that certain "Agreement by and among the City of Mountain View, Mountain View Owner, LLC and Mountain View Whisman School District regarding the provision of Affordable Rental Housing Units for a Residential Project Located at 777 West Middlefield Road" dated September 19, 2022 and recorded on October 13, 2022 as Instrument No. 25386075 in the Official Records to which the Premises are subject ("**Affordability Covenant Agreement**").

- D. Lot B is legally described on **Exhibit A-2** attached hereto and is currently leased to Buyer pursuant to that certain Ground Lease dated _____, 2025 between Seller as landlord and Buyer as tenant ("**Ground Lease**") which has been improved with the EH Building. Optionee is in possession and control of Lot B as improved by the EH Building ("**Property**"). A Memorandum of Ground Lease was recorded against the Property pursuant to the Ground Lease ("**Memorandum of Ground Lease**").
- E. Seller as optionor and Buyer as optionee executed that certain Option to Purchase Real Property dated _____, 2025 ("**Option Agreement**"). A Memorandum of Option was recorded immediately following the recordation of the Memorandum of Lease ("**Memorandum of Option**").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

TERMS AND CONDITIONS:

1. **PURCHASE AND SALE.** Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property in AS-IS condition subject to the Ground Lease, CC&Rs and Affordable Housing Covenant.
2. **OPENING OF ESCROW.** Within three (3) days after the execution of this Agreement by both Seller and Buyer ("**Opening of Escrow**"), escrow ("**Escrow**") with First American Title Insurance Company ("**Escrow Holder**") shall be deemed open only upon Escrow's receipt of both (i) an executed copy of this Agreement to be deposited with Melissa Hughes, Escrow Officer, at First American Title Insurance Company located at 333 West Santa Clara Street, Suite 220, San Jose, CA 95113 (415) 837-2223 and melhughes@firstam.com ("**Escrow Officer**"); and (ii) Buyer's delivery of the Deposit (as defined in Section 3.1(a)) to Escrow.

3. **PURCHASE PRICE.**

3.1 Buyer agrees to pay _____ Dollars (\$) _____) ("**Purchase Price**") for the Property, payable as follows:

- a. **Deposit by Buyer.** At Opening of Escrow, Buyer shall deposit Two

Hundred and Fifty Thousand Dollars (\$250,000) in Good Funds (as defined below) (“**Deposit**”) or a check issued by a financial institution or the County Office of Education located in the State of California. The Deposit shall be credited against the Purchase Price.

b. **Credit for Refundable Option Consideration.** At Closing Buyer shall be credited against the Purchase Price with the amount of Fifty Thousand Dollars (\$50,000) which is the Refundable Option Consideration as specified in the Option Agreement. The Refundable Option Consideration shall remain in the possession of Seller and not deposited into Escrow.

c. **Balance of Purchase Price.** The balance of the Purchase Price shall be deposited with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.

d. **Good Funds.** All funds deposited in Escrow shall be in “**Good Funds**” which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution (or County Office of Education) located in the State of California.

4. **ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM SELLER AND BUYER.**

4.1 **Buyer.** Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date (as defined in Section 5.1), Buyer will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:

- a. Two (2) copies of either an Assignment and Assumption of Ground Lease in the form mutually agreeable to the Parties (“**Assignment/Assumption Agreement**”) OR a Termination of Ground Lease (“**Termination Agreement**”), as Buyer may elect.
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.
- d. The accrued rent due under Sections 4.1 and 4.2 (through the “Closing Date” as defined in this Agreement) of the Ground Lease.

4.2 **Seller.** Seller agrees that on or before 12:00 noon on the date preceding the Closing Date, Seller will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:

- a. The Grant Deed in the form attached as **Exhibit B** (“**Grant Deed**”).
- b. Two (2) copies of the Assignment/Assumption Agreement OR Termination

Agreement (as elected by Buyer) executed in counterpart.

- c. A Preliminary Change of Ownership Statement (“**PCOR**”) completed in the manner required in Santa Clara County.
- d. Such additional funds and other items and instruments as may be necessary in order for Escrow Holder and the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. At the Closing, Escrow Holder will (i) cause the Grant Deed and then the Assignment/Assumption Agreement or Termination Agreement to be recorded; and (ii) hold for the account of Seller and Buyer, respectively, the funds and items described above to be delivered to Seller and Buyer, respectively, through Escrow, less costs, expenses and disbursements chargeable pursuant to the terms of this Agreement.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close upon satisfaction of the Conditions Precedent (as defined in Section 7), but no later than twenty (20) business days after the Opening of Escrow (“**Closing Date**”) unless extended as evidenced by a writing signed by both Parties. The terms “**Close of Escrow**” and/or “**Closing**” are used herein to mean the time the Grant Deed and Assignment/Assumption Agreement is filed for recording by the Escrow Holder in the Office of the County Recorder of Santa Clara County, California.

5.2 Possession. Upon the Close of Escrow, exclusive possession of the Property shall remain in Buyer subject to the Ground Lease and any subtenants authorized by Buyer.

5.3 Time is of Essence. Seller and Buyer specifically agree that time is of the essence.

6. TITLE POLICY. At the Close of Escrow, First American Title Insurance Company (“**Title Company**”) shall furnish Seller with an ALTA standard owner’s policy of title insurance showing title to the Property vested in Buyer in the amount of the Purchase Price subject to (i) Exceptions shown in that certain preliminary report for order no. NCS-1192453-CC dated as of January 6, 2025; (ii) the CC&Rs, (iii) the Affordable Housing Covenant, (iv) the Ground Lease (subject to the Assignment/Assumption Agreement or Termination Agreement per Section 4.1.a.) and any subleases executed by Buyer, and (v) any matters caused by Buyer (“**Title Policy**”). The cost of the Title Policy shall be paid by Buyer. Seller acknowledges that it is obligated to obtain the release of any liens, claims, or mortgages encumbering the Property at the Close of Escrow to the extent caused by Seller so the Title Policy will be issued to Buyer at the Closing. If Buyer previously obtained a title binder at recordation of the Memorandum of Ground Lease, such binder shall be used for the issuance of the Title Policy.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

7.1 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of

each of the following conditions precedent (“**Seller’s Conditions Precedent**”):

- a. Title Company will issue an ALTA Title Policy as specified in Section 6.
- b. Buyer has executed either an Assignment/Assumption Agreement or Termination Agreement (pursuant to Section 4.1.a).
- c. Escrow Holder holds and will deliver to Seller the instruments and funds, if any, accruing to Seller pursuant to this Agreement.
- d. Buyer is not in default of its obligations under this Agreement, the Ground Lease or the Option Agreement.

7.2 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of the following conditions precedent (“**Buyer’s Conditions Precedent**”):

- a. Seller has executed and acknowledged the Grant Deed.
- b. Seller has executed and acknowledged either the Assignment/Assumption Agreement or Termination Agreement as elected by Buyer pursuant to Section 4.1.a.
- c. Escrow Holder holds and will deliver to Buyer the instruments and funds accruing to Buyer pursuant to this Agreement.
- d. Seller is not in default of its obligations under this Agreement, the Ground Lease or the Option Agreement.
- e. Seller shall cooperate in executing any document required by the Title Company for the removal of the recorded Memorandum of Option.
- f. Seller has executed an Affidavit of Non-Foreign Status pursuant to Federal law for the Property.
- g. Seller has executed a California Real Estate Withholding Certificate (Form 593-C) for the Property.
- h. Seller has executed and delivered all other documents as are reasonably necessary for issuance of the Title Policy pursuant to Section 6.

8. NO REPRESENTATIONS AND WARRANTIES. Neither Party is providing any representations or warranties to the other Party except as set forth in Section 12.7.

9. ESCROW PROVISIONS.

9.1 Escrow Instructions. Sections 1 through 7, inclusive, 9, 11 and 12, constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Seller and Buyer agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the

event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Seller and Buyer will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Seller and Buyer agree to execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close Escrow.

9.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Seller and instruct the Santa Clara County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 10 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Santa Clara County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that Party's instructions.

9.3 Proration of Real Property Taxes. Any general or special real property taxes at the Closing shall be prorated as follows:

- a. Seller is responsible for taxes due before the date that the City issues the temporary certificate of occupancy for the EH Building.
- b. Buyer is responsible for taxes due on or after the date that the City issues the temporary certificate of occupancy for the EH Building.

9.4 Cost Allocation and Prorations.

- a. **Cost Allocation.** Buyer shall pay the costs for the Title Policy (non-extended ALTA owner's policy), all applicable recording fees, all applicable transfer taxes, and ½ of Escrow costs ("**Buyer's Charges**"). Seller shall pay ½ of the escrow charges and any fees and costs charged by any lender to obtain release or otherwise put title in the condition described in Section 6 including any applicable recording fees for such documents ("**Seller's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the Parties in a manner consistent with the custom and usage of Escrow Holder.
- b. **Ground Lease & Utilities** All amounts due by Buyer as tenant under the Ground Lease shall be prorated to the Closing Date. Seller as landlord shall prepare a summary of such amounts which shall be reviewed and approved by Buyer as tenant. There is no security deposit under the Ground Lease. Also, all utilities are Buyer's responsibility under the Ground Lease so no proration or transfer will be required.
- c. **Closing Statement.** At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Seller and Buyer with a preliminary Escrow closing statement which shall include each Party's respective shares of costs. The

preliminary closing statement shall be approved in writing by the Parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.

9.5 Termination. If Escrow fails to close as provided above, either Party may elect to cancel this Escrow upon written notice to the other Party and Escrow Holder. Upon mutual cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder; provided Escrow Holder receives written instructions from both Buyer and Seller directing Escrow Holder to return such funds and documents. The Parties shall promptly execute and deliver any documents reasonably required to effect the return of the funds and documents in accordance with this Agreement. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement including, but not limited, enforcement of the liquidated damages in Section 10.. Furthermore, upon termination of this Agreement for any reason, the Ground Lease shall remain in full force and effect.

9.6 Information Report. Escrow Holder shall file and Seller and Buyer agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code § 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Seller and Buyer also agree that Seller and Buyer, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such Party reasonably deems to be required to be disclosed to the Internal Revenue Service by such Party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Seller nor Buyer shall seek to hold any such Party liable for the disclosure to the Internal Revenue Service of any such information.

9.7 No Withholding as Foreign Buyer. Buyer represents and warrants to Seller that Buyer is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code § 1445 or an out-of-state Buyer under California Revenue and Tax Code § 18805 and that it will deliver to Seller on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code § 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

9.8 Brokerage Commissions. Neither Seller nor Buyer is represented by a broker with respect to this transaction. Seller and Buyer each agree to indemnify and hold the other Parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee except as specified above.

10. **LIQUIDATED DAMAGES.** IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE RETENTION OF THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY AND LEGAL REMEDY. NOTWITHSTANDING THE FOREGOING, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY DEFAULT OR OBLIGATION OF BUYER WITH RESPECT TO ANY INDEMNITY OBLIGATION OF BUYER UNDER THIS AGREEMENT AND THIS PROVISION SHALL NOT APPLY TO THE FORFEITABLE OPTION CONSIDERATION PAID BY BUYER TO SELLER UNDER THE OPTION AGREEMENT. TERMINATION OF THIS AGREEMENT AND PAYMENT OF THE LIQUIDATED DAMAGES TO SELLER SHALL NOT BE DEEMED TO TERMINATE THE GROUND LEASE WHICH WILL REMAIN IN FULL FORCE AND EFFECT.

Seller's Initials

Buyer's Initials

11. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the Party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the Party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A Party's address may be changed by written notice to the other Party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to Buyer shall be deemed given by Buyer and notices given by counsel to Seller shall be deemed given by Seller.

To Seller:

MOUNTAIN VIEW OWNER, LLC
c/o Miramar Capital
100 Wilshire Blvd, Suite 650
Santa Monica, CA 90401

Attn: Perry Hariri, Project Manager

With a copy to: Aleshire & Wynder, LLP
1 Park Plaza Suite 1000
Irvine, CA 92614
Attn: Anne Lanphar, Esq.

To Buyer: MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
1400 Montecito Avenue
Mountain View, CA 94043
Attn: Superintendent

With a copy to: Orbach Huff & Henderson
6200 Stoneridge Mall Road, Suite 225
Pleasanton, CA 94588
Attn: Philip J. Henderson, Esq.

In this Section "business days" means days other than Saturdays, Sundays, and Federal, State and Seller legal holidays. Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 11. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt.

12. GENERAL PROVISIONS.

12.1 Assignment. Neither Party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other Party which consent may be given or withheld in the sole discretion of that Party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

12.2 Attorney's Fees. In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

12.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. The venue for any dispute shall be Santa Clara County. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and

whenever the context so dictates.

12.4 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon the compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other Party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each Party hereto.

12.6 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the Parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

12.7 Qualification and Authority. Each individual executing this Agreement on behalf of a Party represents, warrants and covenants to the other Party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of the executing Party in accordance with authority granted under the organizational documents of such entity, and (b) the executing Party is bound under the terms of this Agreement.

12.8 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

12.9 Electronic Execution. This Agreement may be electronically executed by the Parties in accordance with UETA and ESIGN using qualified third party service providers such as AdobeSign and DocuSign. The Parties acknowledge that neither the Grant Deed nor any documents to be recorded cannot be executed electronically.

12.10 Exhibits. Exhibits A-1, A-2 and B attached hereto are incorporated herein by reference.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BUYER:

SELLER:

Dated: _____, 2025

Dated: _____, 2025

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California

MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company

By: _____
William Lambert, Governing Board President

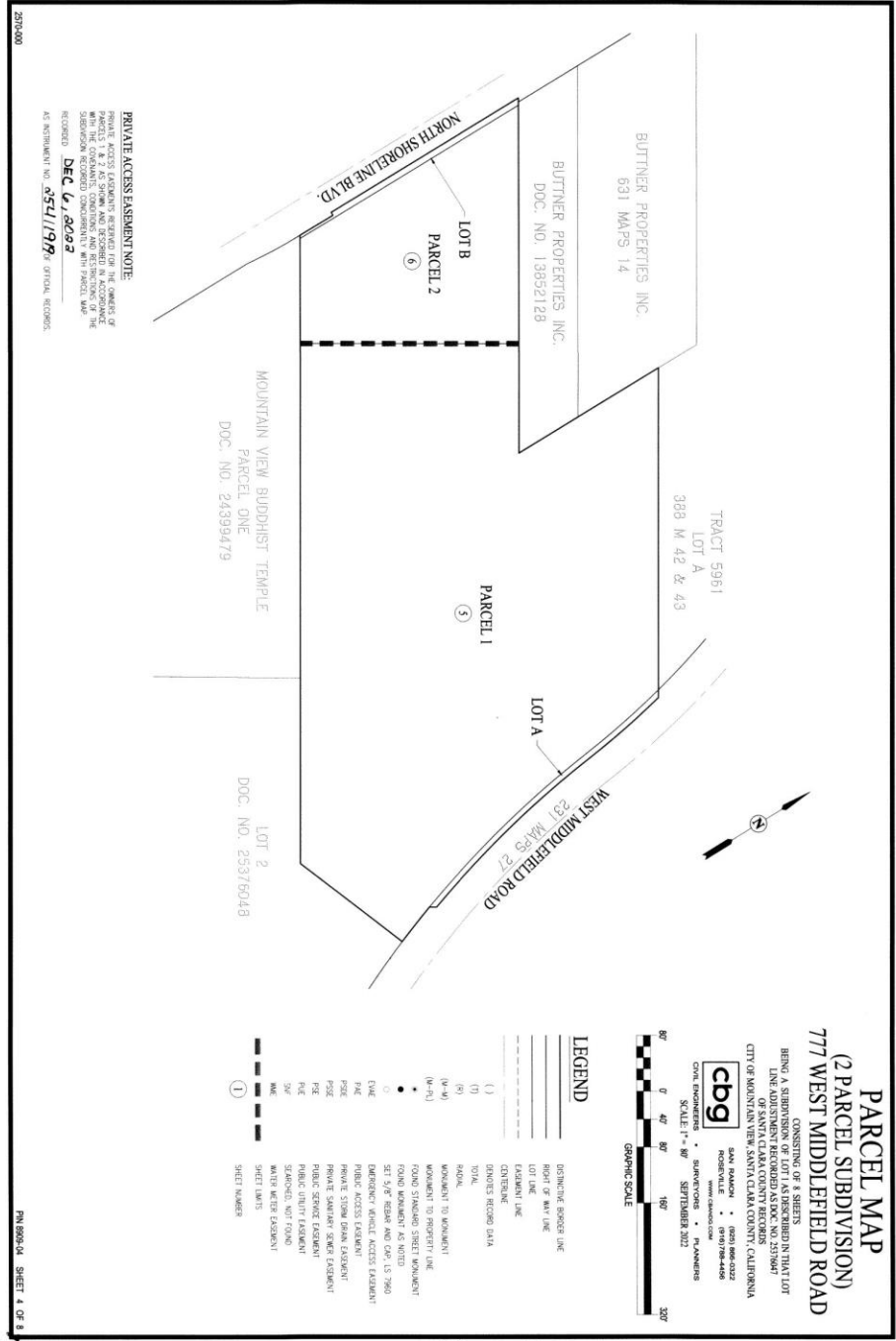
By: _____
Perry Hariri, Managing Member

ATTESTED:

By: _____
Lisa Henry, District Clerk

EXHIBIT A-1 DEPICTION MASTER PROPERTY SHOWING LOT A AND LOT B

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FOR

**EXHIBIT A-2
LEGAL DESCRIPTION OF OPTION PROPERTY**

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

Form of Purchase and Sale Agreement

EXHIBIT B
FORM OF GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

MOUNTAIN VIEW WHISMAN
SCHOOL DISTRICT
1400 Montecito Avenue
Mountain View, CA 94043
Attn: Superintendent

APN _____

(Space Above This Line for Recorder's
Office Use Only)

THE UNDERSIGNED GRANTOR (Exempt from Recording Fee per Gov. Code
DECLARES: §6103)

Documentary Transfer Tax is: \$____

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MOUNTAIN VIEW OWNER, LLC, a Delaware limited liability company ("**Grantor**"), hereby grants to MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT, a California public school district and political subdivision of the State of California ("**Grantee**"), that real property in the City of Mountain View, County of Santa Clara, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers or agents hereunto as of the date below.

GRANTOR:

DATED: _____, 202__

MOUNTAIN VIEW OWNER, LLC, a
Delaware limited liability company

Not to be executed until closing

By: _____

Perry Hariri
Managing Member

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Mountain View, County of Santa Clara, State of California legally described as follows:

PARCEL ONE:

PARCEL 2 AS SHOWN ON PARCEL MAP (2 PARCEL SUBDIVISION) FILED FOR RECORD DECEMBER 6, 2022 IN BOOK 950 OF MAPS, AT PAGES 3 THROUGH 10, SANTA CLARA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS, PARKING, AND UTILITIES AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND ESTABLISHMENT OF EASEMENTS AND COST SHARING OBLIGATIONS FOR 777 WEST MIDDLEFIELD" RECORDED DECEMBER 6, 2022 AS INSTRUMENT NO. 25411919, OF OFFICIAL RECORDS.

For conveyancing purposes only, APN: 153-24-027

Form of Purchase and Sale Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2025 before me, _____, a notary public, personally appeared _____ 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.

Notary Public

SEAL:

Form of Purchase and Sale Agreement