

County of Santa Clara

Facilities and Fleet Department

County Center at Charcot
2310 North First Street, Suite 200
San Jose, California 95131-1011
(408) 993-4600



February 10, 2021

John B. DiNapoli
President
JP DiNapoli Companies, Inc.
99 Almaden Boulevard, Suite 565
San Jose, CA 95113

RE: Replacement Letter of Interest for 1870 and 1888 Senter Road, San Jose

Hello John:

Thank you for your continued interest in facilitating a purchase for the referenced property.

This letter serves to cancel, supersede, and replace in its entirety the County's Letter of Interest dated January 29, 2021.

The purpose of this Letter of Interest (LOI) is to revisit and express the County of Santa Clara's interest in discussing the possible sale in lieu of condemnation, of real property located at 1870 & 1888 Senter Road (APN No's: 477-20-133, -147, -148) (the "Property") to the County of Santa Clara ("Buyer"). This LOI is not an offer, but is merely a memorandum for discussion, and is an expression of the basis on which Buyer and Seller are prepared to proceed with such discussions.

Seller acknowledges that this expression of interest and proposal is non-binding and is intended solely and exclusively as a preliminary expression of general intentions as to price and terms. Any agreement between the parties must be reviewed and approved by the Santa Clara County Board of Supervisions.

The Buyer is proposing the following basic business terms:

Purchase Price: The total purchase price for the Property will be Twenty-Eight Million, and no/100 Dollars (\$28,000,000.00) ("**Purchase Price**").

Initial Deposit: One Million, Three-Hundred and Fifty Thousand and no/100 Dollars (\$ 1,350,000.00) ("**Deposit**") within ten (10) business days of final execution by both parties of the Purchase and Sale Agreement ("PSA"). The deposit shall become non-refundable at the end of the due diligence period, outlined below.

Buyer: County of Santa Clara, a political subdivision of the State of California.

Seller: DiNapoli Family L.P., RLD Family, L.P. and SDS Nexgen Partners, L.P. as Tenants in Commons (1870 Senter Road) and DiNapoli Family L.P., RLD Family, L.P., SDS Nexgen Partners, L.P., DLK Partners, L.P. and Shirlee DiNapoli Schiro Trust of 1942, as Tenants in Common (1888 Senter Road)

Property: All land, improvements, appurtenances, and other rights thereto for Assessor's Parcel Numbers 477-20-133, 477-20-147, and 477-20-148. As a condition of closing, the Property shall be delivered free and clear of all liens, loans and other financial obligations.

Purchase and Sale Agreement: Buyer and Seller shall negotiate and arrange for their respective authorized representatives to execute a PSA in the substantially equivalent form as attachment "A" hereto, subject to negotiations by the parties for specific provisions and requirements relating to the purchase and sale transaction. For purposes of executing the PSA, Buyer's authorized representative is the President of the Board of Supervisors of the County of Santa Clara.

Due Diligence Period: Thirty (30) calendar days from final execution of the PSA by both parties. The close of escrow shall occur no later than fifteen (15) calendar days from the expiration of the Due Diligence Period. At the expiration of the Due Diligence Period, the Initial Deposit shall be nonrefundable, except due to Seller's default or breach of the PSA terms or conditions.

Escrow Length: Forty-five (45) calendar days from final execution of the PSA by both parties. Escrow may close earlier subject to written agreement between Buyer and Seller.

Closing Target: County is required to observe internal timelines and California Government Code and Civil Codes when purchasing property. Thus, the target date for the close of escrow will occur on or before July 13, 2021; however escrow may close sooner subject to written agreement by both parties.

Closing Costs: Buyer and Seller will each pay closing costs as are reasonable and customary in the County of Santa Clara, City of San Jose, through an escrow company of Buyer's choosing. Escrow Company shall be determined and identified by name in the PSA.

Non-Binding LOI: This LOI shall not constitute an agreement and solely constitutes an outline of the principal business terms and is a basis for further discussion in which either party will be free to accept, reject, or modify any term of a proposed PSA and to terminate negotiations at any time and for any reason. Seller and Buyer each acknowledge and agree that the foregoing does not address all of the issues material to the purchase or sale of the Property, and each party is proceeding with negotiations related to the proposed transaction at its sole cost and expense (which may involve substantial transaction costs) and that in the event of any termination of negotiations for any reason, neither party shall have any liability or obligation

whatsoever to the other party. Under no circumstances shall the terms herein constitute an offer to purchase and neither party shall be legally bound to such terms unless and until a final PSA has been negotiated and properly executed by both parties.

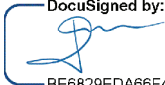
This expression of interest and proposal is non-binding and is intended solely and exclusively as a preliminary expression of general intentions. Any agreement between the parties, including the PSA, must be reviewed and approved by County Counsel and approved by the Santa Clara County Board of Supervisors before execution. The terms of this LOI are subject to change depending upon the outcome of final negotiations by and between the parties to be reflected in the terms of the final signed PSA. As a non-binding statement of interest, neither party is bound by these terms and either party may terminate negotiations at any time for any reason without liability or obligation to the other or to its agents.

As discussed in prior correspondence, the County is advising Seller that the County may also be considering taking steps to obtain the property under an eminent domain action in the event the owner does not wish to engage in further negotiations.

Notwithstanding the foregoing, Seller will voluntarily withdraw the Property from the market until such time as either Buyer or Seller discontinue negotiations toward mutual execution of the Purchase and Sale Agreement. During these negotiations, Seller agrees to (1) refrain from offering the Property or any interest therein for sale to any party other than Buyer (2) cease all negotiations with any party other than Buyer for the sale of the Property, and (3) keep negotiations and all information exchanged before closing strictly confidential. Assuming that this Letter of Interest is acceptable, please sign below and return by 5:00 p.m. (PST) Wednesday, February 17, 2021.

The County of Santa Clara's contact for all communication related to this LOI is Loretta Smith who can be reached at email: Loretta.Smith@faf.sccgov.org or telephone: (408) 489-8590.


Sincerely,

DocuSigned by:

BE6829EDA66F4E9...

Jeff Draper,
Director, Facilities and Fleet Department

Eire Stewart
Peter Larko
Norm Matteoni
Consuelo Hernandez
Glen Williams
Karen Willis
David Barry
Kathy Bradley

JP DiNapoli Companies, Inc. Agreed and Accepted:

By:  _____
4FA89F1CE3C44D6...
Its: President
Date: 2/11/2021

July 28, 2021

Sharon La Fountain
Escrow Officer
Old Republic Title Company
75 East Santa Clara Street, Suite 1300
San Jose, California 95113
Email: SLaFountain@ortc.com

**Re: Preliminary Title Report Order No.: 0616020014P
1870 and 1888 Senter Road, San José, California
Escrow Instructions of the County of Santa Clara
APN: 477-20-133, 477-20-147, and 477-20-148**

Dear Ms. La Fountain:

This letter constitutes the escrow instructions of the County of Santa Clara, a political subdivision of the State of California ("**County**"), with respect to the acquisition by the County of that certain property located in the City of San José, California, as more particularly described in the above referenced Preliminary Title Report ("**Property**"). The County is purchasing the Property from DiNapoli Family, L.P., et al. (collectively, "**Seller**"), pursuant to a Purchase and Sale Agreement dated on or about June 22, 2021 (the "**Purchase Agreement**").

Please indicate your acceptance of these instructions by signing below and transmitting the same in PDF format to Karen Willis at karen.willis@cco.sccgov.org. These instructions are to be read in conjunction with separate instructions that may be provided by Seller. Please notify the undersigned in the event any such instructions conflict with these instructions.

I. Deposits Into Escrow

A. You have received, or will receive, the following fully executed and notarized documents (collectively, the "**Recorded Documents**") which are to be recorded in the Official Records of Santa Clara County in the following order pursuant to the instructions set forth below.

1. Two Grant Deeds executed by Seller; and
2. Two Certificates of Acceptance executed by the County.

B. You have received, or will receive, the following additional, fully executed documents (collectively, the “**Additional Documents**”):

- i. Lease Termination Agreement, executed by Seller and Buyer;
- ii. FIRPTA, executed by Seller;
- iii. California 593(c), executed by Seller;
- iv. Owner’s affidavit, executed by Seller;
- v. Two Preliminary change in Ownership Reports executed by the County; and
- vi. Approved Estimated Settlement Statement for Buyer (“**Approved Settlement Statement**”), approved by the County.

County documents are exempt from recording fees pursuant to California Government Code Section 27383.

II. Instructions. You are authorized to close escrow in accordance with these instructions only when all of the following conditions have been satisfied:

1. You have received sufficient funds to close escrow in accordance with the Approved Settlement Statement.

2. You hold all of the Recorded Documents (and unless otherwise instructed, all of the Additional Documents), duly executed by all parties and acknowledged as required.

3. You have ensured that the proper legal description and original signature pages are attached to each of the Recorded Documents and that all exhibits are properly attached to each.

4. You have dated all undated documents as of the closing date, unless otherwise specified.

5. You have transmitted by email scanned copies of each of the fully-executed Recorded Documents and Additional Documents to the undersigned at Mercedes Garcia at Mercedes.garcia@hhs.sccgov.org and Karen Willis at karen.willis@cco.sccgov.org.

6. You have provided, and the County has approved, the final settlement statement for this escrow.

7. You are prepared to fully comply with all of the terms and conditions of these instructions.

8. You are prepared and irrevocably committed to issue to the County an ALTA Owner's Policy insuring fee title of the Property to the County in accordance with these instructions and in the form attached hereto as Exhibit A (the "**County's Title Policy**").

9. You have received all information necessary for filing the forms (the "**Information Returns**") then required to be filed pursuant to Section 6045 of the Internal Revenue Code with respect to the transactions contemplated by the Purchase Agreement and you are unconditionally and irrevocably prepared to serve as the designated "reporting person" in accordance with § 1.6045-4(e)(5) of the IRS regulations and, accordingly, (a) file all information returns required under the regulations in respect of such transactions, and (b) furnish to the Buyer any statements required under the regulations in respect of such transactions.

10. You have had personal, telephone, or email contact with Mercedes Garcia at 408-299-5138 or Mercedes.garcia@hhs.sccgov.org or Karen Willis at (408) 299-5982 or karen.willis@cco.sccgov.org, confirming that all other conditions to closing required by the County have been satisfied.

III. Recordation of Documents and Disbursement of Funds

Upon satisfaction of all of the conditions specified in Section II, you are instructed to record the Recorded Documents in the Official Records of Santa Clara County in the order listed in Section I.A above. Upon close of escrow and recordation of the Recorded Documents, you are instructed to disburse all funds received from the County in accordance with the Approved Settlement Statement.

Any Funds deposited in escrow by Buyer and any interest accrued thereon and not otherwise delivered pursuant to the Approved Settlement Statement, shall be disbursed to Buyer by check or wire instructions provided by Buyer to you.

VI. Delivery of Documents and Title Policy.

1. Immediately following the recordation of the Recorded Documents, please transmit in pdf format a conformed copy of each Recorded Document indicating

Old Republic Title Company
Page 4

applicable recording information thereon to Mercedes Garcia at Mercedes.garcia@hhs.sccgov.org and Karen Willis at karen.willis@cco.sccgov.org.

2. Within two (2) business days following the closing, please deliver the following:

Deliver to Mercedes Garcia at the following address: (a) a complete set of certified conformed copies of the Recorded Documents indicating applicable recording information, (b) a complete set of copies of all other documents submitted to you in connection with this escrow, and (c) the original of the County's Title Policy.

c/o Mercedes Garcia
Office of Supportive Housing
County of Santa Clara
2310 N. First Street, Suite 201
San Jose, California 95131

VII. Modification.

These escrow instructions may not be modified except by written, facsimile, or telephonic instruction of the undersigned. These instructions may be revoked by facsimile instruction of the undersigned at any time prior to closing.

VIII. Termination of Escrow.

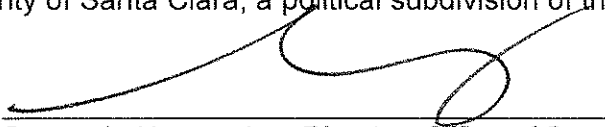
You are authorized to close this transaction on or before August 6, 2021. If this transaction does not close on or before such date, County may terminate the escrow at any time and demand the return of its money, papers or documents. Upon such demand, escrow shall be closed as soon as possible and thereupon all obligations and liabilities of the parties under these instructions shall cease and terminate.

VIII. Acknowledgement.

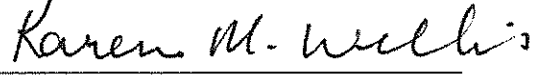
Please acknowledge your acceptance of and agreement to strictly comply with these instructions by signing a copy of this letter, returning a signed copy in accordance with the instructions set forth in the first paragraph of this letter.

Sincerely,

County of Santa Clara, a political subdivision of the State of California

By: 
Consuelo Hernandez, Director, Office of Supportive Housing

APPROVED AS TO FORM AND LEGALITY:


Karen M. Willis
Deputy County Counsel

The undersigned acknowledges receipt of the foregoing instructions and agrees to act in strict accordance therewith.

OLD REPUBLIC TITLE COMPANY


By: 
Print Name: Sharon LaFontaine
Title: Vice President

Exhibit A

County's Title Policy

[Attached]

Owner's Policy of Title Insurance



American Land Title Association Owner's Policy 06-17-06

Policy Number **PROFORMA**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
Old Republic Title Company
226 Airport Parkway, Suite 200
San Jose, CA 95110

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

By

President

Attest

Secretary

— SPECIMEN —
** PRO FORMA **

Authorized Signatory

**** P R O F O R M A ****

NOTE: This is a PRO FORMA POLICY furnished to or on behalf of the party to be insured. It does not reflect the present status of title and is NOT A COMMITMENT to insure the estate or interest as shown herein, nor does it evidence the willingness of the Company to provide any affirmative coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company

**Old Republic National Title Insurance Company
400 Second Avenue South Minneapolis, Minnesota 55401**

SCHEDULE A

Policy No:	PROFORMA	Amount of Insurance:	\$ 28,000,000.00
Order No:	0616020014P	Premium:	\$ 0.00
Date of Policy:	Date of Actual Recording	Address Reference:	1870 and 1888 Senter Road San Jose, CA 95112

1. Name of Insured:

County of Santa Clara, a political subdivision of the State of California

2. The estate or interest in the Land that is insured by this policy is:

Fee as to Parcel(s) A, B and D and an Easement as to Parcel(s) C, E and F

3. Title is vested in:

County of Santa Clara, a political subdivision of the State of California

4. The Land referred to in this policy is described as follows:

Parcel A:

Parcel 1, as shown on Parcel Map filed November 1, 1988 in Book 592 of Maps, at Page 43, Santa Clara County Records.

APN: 477-20-133

Parcel B:

Lot 1, as shown on Parcel Map filed September 24, 1991 in Book 630 of Maps, at Pages 35 and 36, Santa Clara County Records.

Parcel C:

An Easement for ingress and egress over a portion of Lot 2 for the benefit of Lot 1 above mentioned, as

dedicated and shown on Parcel Map filed September 24, 1991 in Book 630 of Maps, at Pages 35 and 36, Santa Clara County Records.

APN: 477-20-147

Parcel D:

Lot 2, as shown on Parcel Map filed September 24, 1991 in Book 630, at Pages 35 and 36, Santa Clara County Records.

Parcel E:

An Easement for ingress and egress over Lot 1, lying within the delineated and designated "26" wide Reciprocal Ingress & Egress Easement", as shown on said Parcel Map.

Parcel F:

Easements for Storm Drainage and Sanitary Sewer over Lot 1, lying within the delineated and Designated "5' wide Private Sanitary Serer Easement" and "10' P.S.D.E.", as shown on said Parcel Map.

APN: 477-20-148

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes and assessments, general and special, for the fiscal year 2021 - 2022, a lien, but not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.

3. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as shown on the filed map.

For : Public Service
Affects : Those portions designated as "10' P.S.E." as delineated on said map

For : Ingress and egress
Affects : The Northwesterly, Northeasterly and Southeasterly portions as delineated on said map

For : Private sanitary sewer
Affects : That portion designated as "5' Wide Private Sanitary Sewer

4. Any rights, easements, interests or claims that may exist or arise by reason of, or reflected by, recitals shown or noted in the filed map(s) referenced in the legal description herein.

5. Any facts which a correct survey would show as to the <.....>. TO BE REVISED TO INCLUDE SURVEY READING

6. NOTE: This is a PRO FORMA POLICY furnished to or on behalf of the party to be insured. It does not reflect the present status of title and is NOT A COMMITMENT to insure the estate or interest as shown herein, nor does it evidence the willingness of the Company to provide any affirmative coverage shown herein. Any such commitment must be an express written undertaking on appropriate forms of the Company.

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA 39-06 (CLTA 142-06)
POLICY AUTHENTICATION

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: Date of Actual Recording

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
PROFORMA
Validating Officer

By *C Monroe* President
Attest *David Wald* Secretary

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**COMMERCIAL ENVIRONMENTAL PROTECTION LIEN
ALTA 8.2-06 (CLTA 110.9.1-06)**

The Company insures against loss or damage sustained by the Insured by reason of an environmental protection lien that, at Date of Policy, is recorded in the Public Records or filed in the records of the clerk of the United States district court for the district in which the Land is located, unless the environmental protection lien is set forth as an exception in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
PROFORMA
Validating Officer

By *C Monroe* *President*
Attest *David Wald* *Secretary*

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND - OWNER'S ALTA 9.2-06 (CLTA 100.10-06)

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only,
 - a. "Covenant" means a covenant, condition, limitation or restriction in a document or instrument in effect at Date of Policy.
 - b. "Improvement" means a building, structure located on the surface of the Land, road, walkway, driveway, or curb, affixed to the Land at Date of Policy and that by law constitutes real property, but excluding any crops, landscaping, lawn, shrubbery, or trees.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. A violation on the Land at Date of Policy of an enforceable Covenant, unless an exception in Schedule B of the policy identifies the violation;
 - b. Enforced removal of an Improvement as a result of a violation, at Date of Policy, of a building setback line shown on a plat of subdivision recorded or filed in the Public Records, unless an exception in Schedule B of the policy identifies the violation; or
 - c. A notice of a violation, recorded in the Public Records at Date of Policy, of an enforceable Covenant relating to environmental protection describing any part of the Land and referring to that Covenant, but only to the extent of the violation of the Covenant referred to in that notice, unless an exception in Schedule B of the policy identifies the notice of the violation.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - a. any Covenant contained in an instrument creating a lease;
 - b. any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land; or
 - c. except as provided in Section 3.c., any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances.

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**COVENANTS, CONDITIONS AND RESTRICTIONS - IMPROVED LAND - OWNER'S
ALTA 9.2-06 (CLTA 100.10-06)**

(Continued From Previous Page)

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By — SPECIMEN —
 ** PRO FORMA **
Validating Officer

By *C Monroe* *President*
Attest *David Wald* *Secretary*

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ACCESS AND ENTRY
ALTA 17-06 (CLTA 103.11-06)

The Company insures against loss or damage sustained by the Insured if, at Date of Policy (i) the Land does not abut and have both actual vehicular and pedestrian access to and from Senter Road (the "Street"), (ii) the Street is not physically open and publicly maintained, or (iii) the Insured has no right to use existing curb cuts or entries along that portion of the Street abutting the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
**** PRO FORMA ****
Validating Officer

By *C Monroe* President
Attest *David Wald* Secretary

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**SINGLE TAX PARCEL
ALTA 18-06 (CLTA 129-06)**

The Company insures against loss or damage sustained by the Insured by reason of the Land being taxed as part of a larger parcel of land or failing to constitute a separate tax parcel for real estate taxes.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
 PROFORMA
Validating Officer

By *C. Monroe* President
Attest *David Wald* Secretary

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LOCATION
ALTA 22-06 (CLTA 116.01-06)

The Company insures against loss or damage sustained by the Insured by reason of the failure of A Commercial Building, known as 1870 and 1888 Senter Road, San Jose, CA 95112, to be located on the Land at Date of Policy.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
 ** PRO FORMA **
Validating Officer

By *C Monroe* President
Attest *David Wald* Secretary

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

UTILITY ACCESS
ALTA 17.2-06 (CLTA 103.13-06)

The Company insures against loss or damage sustained by the Insured by reason of the lack of a right of access to the following utilities or services:

<input checked="" type="checkbox"/>	Water Service	<input checked="" type="checkbox"/>	Natural gas service	<input checked="" type="checkbox"/>	Telephone service
<input checked="" type="checkbox"/>	Electrical power service	<input checked="" type="checkbox"/>	Sanitary sewer	<input checked="" type="checkbox"/>	Storm water drainage
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	

either over, under or upon rights-of-way or easements for the benefit of the Land because of:

- (1) a gap or gore between the boundaries of the Land and the rights-of-way or easements;
- (2) a gap between the boundaries of the rights-of-way or easements; or
- (3) a termination by a grantor, or its successor, of the rights-of-way or easements.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
**** PRO FORMA ****
Validating Officer

By *C Monroe* President
Attest *David Wald* Secretary

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

SUBDIVISION
ALTA 26-06 (CLTA 116.8-06)

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land to constitute a lawfully created parcel according to the subdivision statutes and local subdivision ordinances applicable to the Land.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
 PRO FORMA
Validating Officer

By *C Monroe* President

Attest *David Wald* Secretary

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**POLICY AUTHENTICATION
ALTA 39-06 (CLTA 142-06)**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
 PROFORMA
Validating Officer

By *C. Monroe* *President*
Attest *David Wald* *Secretary*

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The paragraph titled "ARBITRATION" in the Conditions of this Policy is hereby deleted.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By — SPECIMEN —
**** PRO FORMA ****
Validating Officer

By *C Monroe* *President*
Attest *David Wald* *Secretary*

ENDORSEMENT

Attached to:
Policy No: PROFORMA
Order No: 0616020014P



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

**SAME AS SURVEY
ALTA 25-06 (CLTA 116.1-06)**

The Company insures against loss or damage sustained by the Insured by reason of the failure of the Land as described in Schedule A to be the same as that identified on the survey made by The Office of the County Surveyor July 2021, and designated Job No. SRC21-008.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By SPECIMEN
 PROFORMA
Validating Officer

By *C Monroe* President
Attest *David Wald* Secretary

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or

effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

25056263

Regina Alcomendras
Santa Clara County - Clerk-Recorder
08/06/2021 09:08 AM

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Escrow No.: 0616020014

Titles: 1 Pages: 15

Fees: \$0.00

Tax: \$0.00

Total: \$0.00

WHEN RECORDED MAIL TO
County of Santa Clara
Facilities and Fleet Department
Property Management Division
2310 North First Street, Suite 200
San Jose, CA 95131

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

- 1 Exempt from fee per GC27388.1; document recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax
- 2 Exempt from fee per GC27388.1; document transfers real property that is a residential dwelling to an owner-occupier
- 3 Exempt from fee per GC27388.1; document recorded in connection with a concurrent transfer that is a residential dwelling to an owner-occupier
- 4 Exempt from fee per GC 27388.1; fee cap of \$225 reached

----- For Use in Select Counties -----

- 5 Exempt from fee per GC27388.1; document is subject to the imposition of documentary transfer tax
- 6 Exempt from fee per GC27388.1; document recorded in connection with a transfer that was subject to documentary transfer tax which was paid on document recorded previously on _____(date) as document number _____
- 7 Exempt from fee per GC27388.1; document recorded in connection with a transfer of real property that is a residential dwelling to an owner-occupier. The recorded document transferring the dwelling to the owner-occupier was recorded on _____(date) as document number(s) _____
- 8 Exempt from fee per GC27388.1; maximum fees having been paid on documents in the transaction(s) recorded previously on _____(date) as document number(s) _____
- 9 Exempt from fee under GC27388.1 for the following reasons:

- 10 Exempt from fee per GC 27388.1; not related to real property

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

Escrow No.: 0616020014

WHEN RECORDED MAIL TO

County of Santa Clara
Facilities and Fleet Department
Property Management Division
2310 North First Street, Suite 200
San Jose, CA 95131

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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- 9 Exempt from fee under GC27388.1 for the following reasons:

- 10 Exempt from fee per GC 27388.1; not related to real property

RECORDED AT THE REQUEST OF
OLD REPUBLIC TITLE COMPANY

0614020014

GRANT DEED

**RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTIONS 27383 AND 6103**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

County of Santa Clara
Facilities and Fleet Department
Property Management Division
2310 North First Street, Suite 200
San Jose, CA 95131

MAIL TAX STATEMENTS TO: Same as above



Space above this Line for Recorder's Use

A.P.N. 477-20-147

Transfer is exempt from documentary transfer tax pursuant to R&T Code Section 11922

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DINAPOLI FAMILY, L.P., a California limited partnership, RLD FAMILY LIMITED PARTNERSHIP, a California limited partnership, SDS NEXGEN PARTNERS, LP, a California limited partnership, DLK PARTNERS, LP, a California limited partnership, , and MICHAEL P. MULCAHY, as Trustee of the Shirlee DiNapoli Mulcahy Schiro Trust of March 1, 1942, as tenants-in-common (collectively, "Grantor"), hereby **GRANTS** to the County of Santa Clara, a political subdivision of the State of California ("Grantee"), all right, title, fee, and interest in and to that real property situated in the City of San Jose, County of Santa Clara, State of California, described on Exhibit A attached hereto, together with all buildings and other improvements located on said real property, and all rights, privileges, easements and appurtenances thereto, including without limitation all mineral and water rights, appurtenant easements, rights-of way and other appurtenances used in connection with or relating to such real property, buildings, structures and other improvements.

In Witness Whereof, Grantor has caused this instrument to be executed in counterparts to be effective as of August 6, 2021.

GRANTOR:

DINAPOLI FAMILY, L.P.,
a California limited partnership

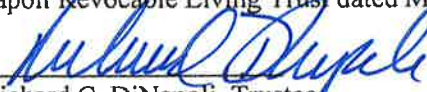
By: JP DiNapoli Companies, Inc.,
a California corporation, general partner

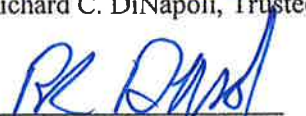
By: **Signed in Counterpart**
John B. DiNapoli, President

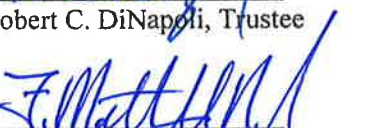
RLD FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: R & L Management, LLC,
a California limited liability company, general partner

By: The DiNapoli Survivor's trust created under the terms of the Richard L. and Lynette DiNapoli Revocable Living Trust dated March 15, 1986, as amended and restated

By: 
Richard C. DiNapoli, Trustee

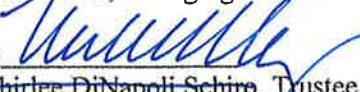
By: 
Robert C. DiNapoli, Trustee

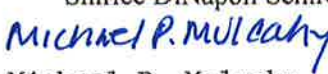
By: 
Frank Matthew DiNapoli, Trustee

SDS NEXGEN PARTNERS, LP,
a California limited partnership

By: Shirlee DiNapoli Schiro & Mulcahy Partners, LLC,
a California limited liability company, general partner

By: Shirlee DiNapoli Schiro Living Trust, UTA August 1, 1989,
as amended, managing member

By: 
Shirlee DiNapoli Schiro, Trustee


Michael P. Mulcahy

In Witness Whereof, Grantor has caused this instrument to be executed in counterparts to be effective as of August 6, 2021.

GRANTOR:

DINAPOLI FAMILY, L.P.,
a California limited partnership

By: JP DiNapoli Companies, Inc.,
a California corporation, general partner

By: 
John B. DiNapoli, President

RLD FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: R & L Management, LLC,
a California limited liability company, general partner

By: The DiNapoli Survivor's trust created under the terms of the Richard L. and Lynette DiNapoli Revocable Living Trust dated March 15, 1986, as amended and restated

By: **Signed in Counterpart**
Richard C. DiNapoli, Trustee

By: **Signed in Counterpart**
Robert C. DiNapoli, Trustee

By: **Signed in Counterpart**
Frank Matthew DiNapoli, Trustee

SDS NEXGEN PARTNERS, LP,
a California limited partnership

By: Shirlee DiNapoli Schiro & Mulcahy Partners, LLC,
a California limited liability company, general partner

By: Shirlee DiNapoli Schiro Living Trust, UTA August 1, 1989,
as amended, managing member

By: **Signed in Counterpart**
Shirlee DiNapoli Schiro, Trustee

DLK PARTNERS, LP,
a California limited partnership

By: RLD Family Limited Partnership, LP,
a California limited partnership, its general partner

By: R & L Management, LLC, a California limited liability company, general partner

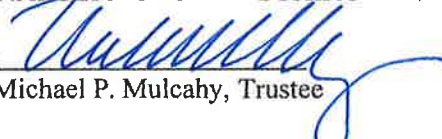
By: The DiNapoli Survivor's Trust created under the terms of the Richard L. and Lynette
DiNapoli Revocable Living Trust dated March 15, 1986, as amended and restated

By: 
Richard C. DiNapoli, Trustee

By: 
Robert C. DiNapoli, Trustee

By: 
Frank Matthew DiNapoli, Trustee

SHIRLEE DINAPOLI MULCAHY SCHIRO TRUST OF MARCH 1, 1942

By: 
Michael P. Mulcahy, Trustee

ACKNOWLEDGMENT

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)
County of Santa Clara)

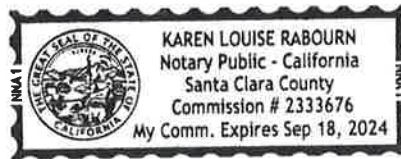
On July 29, 2021, 2021, before me, Karen Louise Rabourn,
Notary Public, personally appeared Michael P. Mulcahey who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same 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 _____

(Seal)



ACKNOWLEDGMENT

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)
County of Santa Clara)

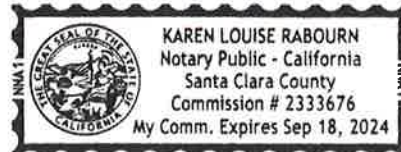
On July 29, 2021, before me Karen Louise Rabourn
Notary Public, personally appeared John B. DiNapoli, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 _____

(Seal)



ACKNOWLEDGMENT

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)
County of Santa Clara)

On July 27, 2021, before me,
TINA CASTANEDA, Notary Public, personally appeared
Richard C. DiNapoli, 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 Tina Castaneda

(Seal)



ACKNOWLEDGMENT

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)
County of Santa Clara)

On July 27, 2021, before me,

TINA CASTANEDA, Notary Public, personally appeared

FRANK MATTHEW DINAPOLI, 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 Tina Castaneda

(Seal)



ACKNOWLEDGMENT

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)
County of Santa Clara)

On July 27, 2021, before me,
TINA CASTANEDA, Notary Public, personally appeared
Robert C. DiNapoli, 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 Tina Castaneda

(Seal)



ILLEGIBLE NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Tina Castaneda

Commission Number : 2303466

Vendor No. : NNA1

County/State where Bond is filed : Santa Clara/CA

Commission Exp. Date : Sep 7, 2023

Executed in the City of San Jose, State of California

Date 8/5/21

408-652-7870
Phone Number

eRecording Partners Network

By: Signature of Declarant

Benedict Ayap
Type or Print Name

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

Certificate of Acceptance by

County of Santa Clara

THIS IS TO CERTIFY that the interest in real property conveyed by the Grant Deed dated August 6, 2021 from DINAPOLI FAMILY, L.P., a California limited partnership, as to an undivided 33.34% interest, RLD FAMILY LIMITED PARTNERSHIP, a California limited partnership, as to an undivided 17.33% interest, SDS NEXGEN PARTNERS, LP, a California limited partnership, as to an undivided 17.33% interest, DLK PARTNERS, LP, a California limited partnership, as to an undivided 16.0% interest, and MICHAEL P. MULCAHY, as Trustee of the Shirlee DiNapoli Mulcahy Schiro Trust of March 1, 1942, as to an undivided 16.0% interest, as tenants-in-common, to the County of Santa Clara, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the County of Santa Clara pursuant to authority conferred by Resolution No. BOS-2021-90 of the Santa Clara County Board of Supervisors adopted on June 22, 2021, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof, I have hereunto set my hand on 27th day of July, 2021.

By: _____

Name: Consuelo Hernandez

Title: Director, Office of Supportive Housing

APPROVED AS TO FORM AND LEGALITY:

Karen Willis
Karen M. Willis, Deputy County Counsel

ACKNOWLEDGMENT

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
County of Santa Clara)

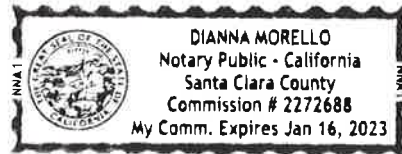
On July 27, 2021 before me, Dianna Morello, Notary Public
(insert name and title of the officer)

personally appeared Consuelo Hernandez,
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 Dianna Morello (Seal)



ILLEGIBLE NOTARY SEAL CERTIFICATION

(Government Code 27361.7)

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary : Dianna Morello

Commission Number : 2272688

Vendor No. : NNA1

County/State where Bond is filed : Santa Clara/CA

Commission Exp. Date : Jan 16, 2021

Executed in the City of San Jose, State of California

eRecording Partners Network

01/15/21
Date

By: 
Signature of Declarant

408-652-7870
Phone Number

Benedict Ayap
Type or Print Name

Exhibit A

LEGAL DESCRIPTION

1888 Property:

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

PARCEL 1:

LOT 1, AS SHOWN ON PARCEL MAP FILED SEPTEMBER 24, 1991 IN BOOK 630 OF MAPS, AT PAGES 35 AND 36, SANTA CLARA COUNTY RECORDS.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER A PORTION OF LOT 2 FOR THE BENEFIT OF LOT 1 ABOVE MENTIONED, AS DEDICATED AND SHOWN ON PARCEL MAP FILED SEPTEMBER 24, 1991 IN BOOK 630 OF MAPS, AT PAGES 35 AND 36, SANTA CLARA COUNTY RECORDS.

APN: 477-20-147



Lawrence E. Stone
Santa Clara County Assessor
Property Transfer Unit
70 W. Hedding St, East Wing, 5th Floor
San Jose, CA 95110
Ph: (408) 299-5540 FAX: (408) 299-9446
propertytransfer@asr.sccgov.org
www.sccassessor.org

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFEEE
(Make necessary corrections to the printed name and mailing address)

County of Santa Clara
2310 N. First Street, Suite 100
San Jose, CA 95131
Attn: Real Estate

ASSESSOR'S PARCEL NUMBER

477-20-147

SELLER/TRANSFEROR

DINAPOLI FAMILY, L.P. et al.

BUYER'S DAYTIME TELEPHONE NUMBER

(408) 599-5982

BUYER'S EMAIL ADDRESS

karen.willis@cco.sccgov.org

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

1888 Senter Road, San Jose, California

YES NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO	DAY	YEAR

YES NO Are you a disabled veteran or a unmarried surviving spouse of a disabled veteran who was compensated at 100% by the Department of Veterans Affairs?

MAIL PROPERTY TAX INFORMATION TO (NAME)

County of Santa Clara, Facilities and Fleet Department

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

2310 N. First Street, Suite 100

CITY

San Jose

STATE

CA

ZIP CODE

95131

PART 1. TRANSFER INFORMATION Please complete all statements.

YES NO This section contains possible exclusions from reassessment for certain types of transfers.

- A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- *C. This is a transfer: between parent(s) and child(ren) from grandparent(s) to grandchild(ren).
- *D. This transfer is the result of a cotenant's death. Date of death _____
- *E. This transaction is to replace a principal residence owned by a person 55 years of age or older. Within the same county? YES NO
- *F. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
- G. This transaction is only a correction of the name(s) of the person(s) holding title to the property (e.g., a name change upon marriage). If YES, please explain: _____
- H. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- I. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- J. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- K. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
- L. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- M. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- N. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions, or restrictions imposed by specified nonprofit corporations.
- *O. This transfer is to the first purchaser of a new building containing an active solar energy system.
- P. Other. This transfer is to _____

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
- Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ 8,747,200
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____% interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- FHA (____Discount Points) Cal-Vet VA (____Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____% interest for _____ years. Monthly payment \$ _____ Amount \$ _____
- Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: (____) _____
- Direct from seller From a family member-Relationship _____
 - Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
- Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.
- If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.
- If YES, enter the value attributed to the manufactured home: \$ _____
- YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.
- If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor
- Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER 	DATE 7/27/2021	TELEPHONE (____) _____
NAME OF BUYER/TRANSFEREE/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) Consuelo Hernandez, Office of Supportive Housing	TITLE Director	EMAIL ADDRESS

The Assessor's office may contact you for additional information regarding this transaction.



LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT ("**Agreement**") is made and entered into as of this 6th day of August, 2021, by and between DINAPOLI FAMILY, L.P., a California limited partnership, RLD FAMILY LIMITED PARTNERSHIP, a California limited partnership, and SDS NEXGEN PARTNERS, LP, a California limited partnership ("**Landlord**"), and COUNTY OF SANTA CLARA, a political subdivision of the State of California ("**Tenant**").

R E C I T A L S :

A. Landlord (as successor in interest) and Tenant are parties to that certain Lease dated September 23, 2003, as amended by First Amendment to Lease dated August 26, 2008 and Second Amendment to Lease dated March 13, 2019 (collectively, the "**Lease**"), pursuant to which Tenant leases certain premises ("**Premises**") from Landlord located at 1870 Senter Road, San Jose, California.

B. Concurrently herewith, Tenant, is acquiring fee title to the Premises from Landlord pursuant to that certain Purchase and Sale Agreement dated June 22, 2021 (the "**Purchase Agreement**"). In connection with such acquisition, Landlord and Tenant acknowledge and agree that pursuant to the Purchase Agreement, the Lease shall automatically terminate upon the closing under the Purchase Agreement. The parties desire to formalize such automatic termination as provided herein.

NOW, THEREFORE, for and in consideration of the payment by Tenant to Landlord of all rent and other obligations (collectively, "**Rent**") due under the Lease through the "Early Termination Date" (defined below); the fulfillment of the obligations described herein; and the indemnities, agreements, covenants and undertakings set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

A G R E E M E N T :

1. Termination Date. Subject to the acquisition of the Premises by Tenant in accordance with the terms of the Purchase Agreement, the Lease and all of the rights, duties and obligations set forth therein shall be terminated effective as of the date Tenant acquires fee title to the Premises (the "**Early Termination Date**"). Notwithstanding anything to the contrary contained herein, this Agreement shall not serve to terminate the obligations of Tenant or Landlord under the Lease that are expressly intended to survive the expiration or termination of the Lease.

2. Authority. The signatories hereto hereby represent that they have full and complete authority to bind their respective parties to the Agreement.

3. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective predecessors, heirs, beneficiaries, legal and personal representatives, successors and assigns.

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

"LANDLORD"

DINAPOLI FAMILY, L.P.,
a California limited partnership

By: JP DiNapoli Companies, Inc.,
a California corporation, general partner

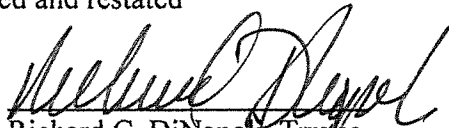
Signed in Counterpart

By: _____
John B. DiNapoli, President


RLD FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: R & L Management, LLC
a California limited liability company,
general partner

By: The DiNapoli Survivor's trust created
under the terms of the Richard L. and
Lynette DiNapoli Revocable Living
Trust dated March 15, 1986, as
amended and restated

By: 
Richard C. DiNapoli, Trustee

By: 
Robert C. DiNapoli, Trustee

By: 
Frank Matthew DiNapoli,
Trustee

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

4. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

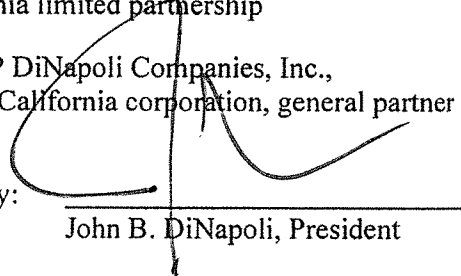
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

"LANDLORD"

DINAPOLI FAMILY, L.P.,
a California limited partnership

By: JP DiNapoli Companies, Inc.,
a California corporation, general partner

By: 
John B. DiNapoli, President

RLD FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: R & L Management, LLC
a California limited liability company,
general partner

By: The DiNapoli Survivor's trust created
under the terms of the Richard L. and
Lynette DiNapoli Revocable Living
Trust dated March 15, 1986, as
amended and restated

By: **Signed in Counterpart**
Richard C. DiNapoli, Trustee

By: **Signed in Counterpart**
Robert C. DiNapoli, Trustee

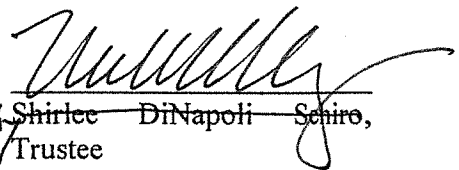
By: **Signed in Counterpart**
Frank Matthew DiNapoli,
Trustee

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SDS NEXGEN PARTNERS, LP,
a California limited partnership

By: Shirlee DiNapoli Schiro & Mulcahy Partners,
LLC,
a California limited liability company,
general partner

By: Shirlee DiNapoli Schiro Living Trust,
UTA August 1, 1989
as amended, managing member


By: 
Michael P. Mulcahy ~~Shirlee DiNapoli Schiro,~~
Trustee

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

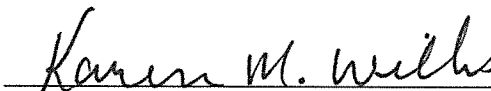
[SIGNATURE PAGE TO LEASE TERMINATION AGREEMENT]

"TENANT"

COUNTY OF SANTA CLARA,
a political subdivision of the State of California

By: 
Name: Consuelo Hernandez
Title: Director, Office of Supportive Housing

APPROVED AS TO FORM AND LEGALLY:

By: 
Karen M. Willis, Deputy County Counsel



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

226 Airport Parkway, Suite 200 • San Jose CA • 95110 • (408) 557-8400 • FAX (408) 228-6516

WIRING INSTRUCTIONS

Wire information for Old Republic Title Company for the above address:

Comerica Bank
2321 Rosecrans Ave., Ste. 5000
El Segundo, CA 90245

Federal routing number [REDACTED]

Credit to the account of Old Republic Title Company

Account Number [REDACTED]

For credit to Escrow Number [REDACTED]

Please contact your Escrow Officer when you have originated your wire to ensure proper credit. You will need to reference your escrow number and the exact amount of the wire you have sent when contacting escrow.

PLEASE CONTACT YOUR ESCROW OFFICER IF YOU RECEIVE NOTICE OF A CHANGE TO THESE WIRE INSTRUCTIONS.

ON-LINE BANKING TRANSFERS ARE NOT ALL THE SAME.

"Electronic Funds Transfer" is a generic term for funds transfers, one of which is an ACH Transfer. On-line banking transfers are often completed through an ACH Transfer, not a Wire Transfer. ***Old Republic Title Company rejects all ACH Transfers and returns the funds to the sender*** (Government Entities/Agencies excluded.) Close of Escrow may be significantly delayed as a result of an ACH Transfer.

OLD REPUBLIC TITLE COMPANY DOES NOT AUTHORIZE FUNDS TO BE DEPOSITED DIRECTLY INTO OUR ACCOUNT AT COMERICA BANK LOCAL BRANCH LOCATIONS.

Funds deposited directly into an account of Old Republic Title Company at Comerica Bank branches are subject to verification. Verification of unauthorized deposits is not immediate or automated following deposit. Delay in credit of funds to an escrow and delay in Close of Escrow may result.

If you want to transfer funds by Wire Transfer from a non-United States financial institution, or have questions with regard to acceptable funds, please contact your Escrow or Title Officer immediately.