UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

View, Inc.
(Name of Issuer)

Class A Common Stock, par value $0.0001 per share
(Titles of Class of Securities)

92671V106
(CUSIP Number)

Jason Barnett
RXR Realty LLC
c/o Chief Legal Officer, RXR
625 RXR Plaza
Uniondale, NY 11556
(516) 506-6000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 16, 2023
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d–1(e), 240.13d–1(f) or 240.13d–1(g), check the following box. ☐

* The remainder of this cover page shall be filled out of a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON RXR Realty LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	SOLE VOTING POWER 201,680(1)(2)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 201,680(1)(2)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 201,680		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 4.99%(2)		
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)		

(1) Consists of (i) 33,333 shares of Class A Common Stock, (ii) 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants and (iii) up to an aggregate of 151,681 shares of Class A Common Stock acquirable upon conversion of Existing Notes or upon the exercise of the FP Services Warrants as a result of the 4.99% Beneficial Ownership Limitation as described below.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR Properties Holdings LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 151,681(1)(2)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 151,681(1)(2)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 151,681		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 4.99%(2)		
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)		

(1) Represents the maximum number of shares that could be issued upon conversion of the Existing Notes as a result of the Beneficial Ownership Limitation and beneficial ownership of RXR Management Holdings LLC of 33,333 shares of Class A Common Stock and 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR FP GP LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 151,681(1)(2)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 151,681(1)(2)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 151,681		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 4.99%(2)		
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)		

(1) Represents the maximum number of shares that could be issued upon conversion of the Existing Notes as a result of the Beneficial Ownership Limitation and beneficial ownership of RXR Management Holdings LLC of 33,333 shares of Class A Common Stock and 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR FP Investor LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	SOLE VOTING POWER 151,681(1)(2)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 151,681(1)(2)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 151,681		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 4.99%(1)		
14	TYPE OF REPORTING PERSON PN		

(1) Represents the maximum number of shares that could be issued upon conversion of the Existing Notes as a result of the Beneficial Ownership Limitation and beneficial ownership of RXR Management Holdings LLC of 33,333 shares of Class A Common Stock and 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR FP Investor II LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 151,681(1)(2)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 151,681(1)(2)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 151,681		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 4.99%(2)		
14	TYPE OF REPORTING PERSON PN		

(1) Represents the maximum number of shares that could be issued upon conversion of the Existing Notes as a result of the Beneficial Ownership Limitation and beneficial ownership of RXR Management Holdings LLC of 33,333 shares of Class A Common Stock and 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR FP Investor III LP		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	SOLE VOTING POWER 71,736(1)(2)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 71,736(1)(2)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 71,736(2)		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 1.8%(1)		
14	TYPE OF REPORTING PERSON PN		

(1) Consists of 71,736 shares of Class A Common Stock issuable upon exercise of all Existing Notes held by RXR FP Investor III LP, provided that the conversion of such Existing Notes is subject to the Beneficial Ownership Limitation.

(1) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR FP Services LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	SOLE VOTING POWER 52,840(1)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 52,840(1)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 52,840		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 1.3%(2)		
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)		

(1) Consists of 52,840 shares of Class A Common Stock issuable upon the exercise of the FP Services Warrants, provided that exercise of such warrants is subject to the Beneficial Ownership Limitation.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR Management Holdings LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 49,999(1)	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 49,999(1)	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 49,999		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 1.2%(2)		
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)		

(1) Consists of (i) 33,333 shares of Class A Common Stock and (ii) 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON Urban Solutions LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐		
3	SEC USE ONLY		
4	SOURCE OF FUNDS OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐		
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:		7	SOLE VOTING POWER 49,999(1)
		8	SHARED VOTING POWER 0
		9	SOLE DISPOSITIVE POWER 49,999(1)
		10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 49,999		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 1.2%(2)		
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)		

(1) Consists of (i) 33,333 shares of Class A Common Stock and (ii) 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

1	NAME OF REPORTING PERSON RXR Urban Workplaces LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) ☑ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 49,999(1)
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 49,999(1)
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 49,999	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW 11 1.2%(2)	
14	TYPE OF REPORTING PERSON OO (Delaware limited liability company)	

(1) Consists of (i) 33,333 shares of Class A Common Stock and (ii) 16,666 shares of Class A Common Stock issuable upon the exercise of the WorxWell Warrants.

(2) Based upon 4,041,687 shares of Class A Common Stock reported to be outstanding as of August 7, 2023, as reported in the Issuer's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2023 filed with the Securities and Exchange Commission on August 10, 2023.

Item 1. Security and Issuer.

This statement on Schedule 13D (the "Schedule 13D") relates to the shares of Class A Common Stock, par value $0.0001 per share (the "Class A Common Stock") of View, Inc., a Delaware corporation (the "Issuer") whose principal executive offices are located at 195 South Milpitas Blvd, Milpitas, California 95035.

Item 2. Identity and Background.

a. This Schedule 13D is being filed by RXR Realty LLC ("Realty"), RXR Properties Holdings LLC ("Properties Holdings"), RXR FP GP LLC ("FP GP"), RXR FP Investor LP ("FP Investor"), RXR FP Investor II LP ("FP Investor II"), RXR FP Investor III LP ("FP Investor III"), RXR FP Services LLC ("FP Services"), RXR Management Holdings LLC ("Management Holdings"), Urban Solutions LLC ("Urban Solutions") and RXR Urban Workplaces LLC ("Urban Workplaces") (collectively, the "Reporting Persons").

b. The principal business address of each of the Reporting Persons is 625 RXR Plaza, Uniondale, NY 11556.

c. Realty is the parent entity of a vertically integrated real estate owner, investor, operator, and developer. Realty exercises investment discretion over any shares of Class A Common Stock beneficially owned by each of Properties Holdings and Management Holdings and may be deemed to beneficially own any shares of Class A Common Stock beneficially owned by each of Properties Holdings and Management Holdings. Properties Holdings exercises investment discretion over any shares of Class A Common Stock beneficially owned by each of FP GP and FP Services and may be deemed to beneficially own any shares of Class A Common Stock beneficially owned by each of FP GP and FP Services. FP GP is the general partner of FP Investor, FP Investor II and FP Investor III and may be deemed to beneficially own any shares of Class A Common Stock beneficially owned by each of FP Investor, FP Investor II and FP Investor III. Management Holdings exercises investment discretion over any shares of Class A Common Stock beneficially owned by Urban Solutions and may be deemed to beneficially own any shares of Class A Common Stock beneficially owned by Urban Solutions. Urban Solutions exercises investment discretion over any shares of Class A Common Stock beneficially owned by Urban Workplaces and may be deemed to beneficially own any shares of Class A Common Stock beneficially owned by Urban Workplaces.

d. None of the Reporting Persons, within the last five years, have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

e. None of the Reporting Persons, during the last five years, have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, which as a result of such proceeding were or are subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

The information contained in Item 4 and Item 6 to this Schedule 13D is incorporated herein by reference.

Item 4. Purpose of Transaction.

By virtue of the Intercreditor Agreement (defined in Item 6 of this Schedule 13D), the Reporting Persons may be deemed to be members of a "group" (as such term is defined for purposes of Section 13(d) of the Act) with certain other parties to the Intercreditor Agreement. All information about the number of shares of Class A Common Stock that could be acquired by the Reporting Persons upon conversion of the Existing Notes or exercise of the FP Services Warrants or any other derivative security exercisable for shares of Class A Common Stock does not take into account any shares of Class A Common Stock beneficially owned by any other party to the Intercreditor Agreement. Because the other parties to the Intercreditor Agreement may be deemed to be members of a "group" that includes the Reporting Persons, shares of Class A Common Stock beneficially owned by such other parties to the Intercreditor Agreement may be deemed to reduce the number of shares of Class A Common Stock that could be acquired by the Reporting Persons upon any such conversion or exercise. However, neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission that the Reporting Persons are members of a group with all of the other parties to the Intercreditor Agreement. Each of the Reporting Persons expressly disclaims beneficial ownership of any shares of Class A Common Stock that may be deemed to be beneficially owned by the other parties to the Intercreditor Agreement.

Except as set forth herein, none of the Reporting Persons has any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, review, reconsider and/or change their position or purpose or formulate different plans or proposals with respect thereto. At any time and from time to time, the Reporting Persons may, in connection with monitoring and evaluating their investment in the Issuer, and after giving consideration to, among other things, any communications about the Issuer, market conditions, contractual restrictions (including but not limited to limitations on conversion or exercise of securities held by the Reporting Persons), legal restrictions, and/or other conditions, formulate a plan, proposal or other course of action which may relate to or result in, among other things and without limitation: (i) the purchase of additional shares of Class A Common Stock, options or related derivatives in the open market, in privately negotiated transactions or otherwise; (ii) the sale of all or a portion of the shares of Class A Common Stock, options or related derivatives now beneficially owned or hereafter acquired by them; (iii) exercising any rights that the Reporting Persons or their affiliates may have under the Credit Agreement (as defined below) in their capacity as Lenders (as defined below) thereunder; (iv) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (v) seeking to influence or change the present board of directors (the "Board") or management of the Issuer, including but not limited to with respect to the business and affairs of the Issuer; or (vi) any of the other matters referred to in the instructions to Item 4 of Schedule 13D. The Reporting Persons may consider pursuing such plans, proposals or other courses of action with the Issuer's management, the Board, other Issuer shareholders, advisors or other persons.

Item 5. Interest in Securities of the Issuer.

a. and b. The information contained on the cover pages and Item 2 to this Schedule 13D is incorporated herein by reference.

c. None.

d. The information contained in Item 4 and Item 6 to this Schedule 13D is incorporated herein by reference.

e. Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Credit Agreement

On October 16, 2023, CF Principal Investments LLC and other lender parties (such other lender parties, the "Other Lenders" and, together with CF Principal Investments LLC, the "Lenders") entered into a new senior secured term loan credit agreement with the Issuer and Cantor Fitzgerald Securities, serving as administrative agent and as collateral agent (the "Credit Agreement"). Pursuant to the Credit Agreement, the Lenders agreed to provide to the Issuer: (i) a $12.5 million senior secured term loan facility, which was fully drawn on the Closing Date of the Credit Agreement; and (ii) a $37.5 million senior secured delayed draw term loan facility (with $12.5 million of such delayed draw term loans available from and after November 1, 2023, and the remaining $25.0 million available from and after January 1, 2024, in each case subject to satisfaction of the conditions set forth in the Credit Agreement), each maturing on September 30, 2027. One of the Lenders, RXR FP Investor IV LP, is an affiliate of FP Services, which is an affiliate of Realty and has a Board appointment right and had previously designated a member of the Board (such member resigned effective October 10, 2023). The foregoing description of the Credit Agreement does not purport to be complete and is qualified in its entirety by reference to the full and complete terms of the Credit Agreement, a copy of which is attached as Exhibit 4.1 to the Issuer's Form 8-K filed with the U.S. Securities and Exchange Commission (the "SEC") on October 16, 2023 and is incorporated by reference herein.

The Lenders and certain of their affiliates are holders of the Issuer's outstanding 6.00% / 9.00% Convertible Senior PIK Toggle Notes due 2027 (the "Existing Notes"). Entities affiliated with Realty hold an aggregate of $121,759,546 principal amount of Existing Notes that, not giving effect to the Beneficial Ownership Limitation (as defined below), would be convertible into an aggregate of 1,896,566 shares of Class A Common Stock.

Pursuant to side letter agreements between (i) FP Investor and FP Investor II and (ii) FP Services, on the one hand, and the Issuer, on the other hand, each dated as of October 26, 2022 (the "Side Letters"), each of FP Investor, FP Investor II and FP Services may not convert their Existing Notes or exercise their FP Services Warrants into shares of Class A Common Stock to the extent that the delivery of any shares of Class A Common Stock or any other security otherwise deliverable upon such conversion would result in them, together with their affiliates or persons whose beneficial ownership would be aggregated with FP Investor, FP Investor II or FP Services, in the aggregate, having "beneficial ownership," as determined in accordance with Section 13(d) of the Act, including the definition of any "group" of which FP Investor, FP Investor II or FP Services is a member, of shares of Class A Common Stock in excess of 4.99% (the "Beneficial Ownership Limitation"). Because the other parties to the Intercreditor Agreement may be deemed to be members of a "group" that includes the Reporting Persons, such other parties to the Intercreditor Agreement may be deemed subject to the Beneficial Ownership Limitation. The foregoing description of the Side Letters does not purport to be complete and is qualified in its entirety by reference to the execution versions of the Side Letters, copies of which are attached as Exhibit 10.4 and Exhibit 10.5 to the Issuer's Form 8-K filed with the SEC on October 27, 2022 and are incorporated by reference herein.

As a material inducement for each Lender to enter into the Credit Agreement, CF Principal Investments LLC, the Other Lenders and certain affiliates of Realty (such affiliates together with the Other Lenders, the "RXR Consortium Members" and, together with CF Principal Investments LLC, the "Investors") entered into a participation and intercreditor agreement (the "Intercreditor Agreement") dated as of October 16, 2023, with Cantor Fitzgerald Securities serving as administrative agent and collateral agent.

Pursuant to the Intercreditor Agreement: (i) the RXR Consortium Members agreed, among other things, (A) to transfer an undivided 50% participation interest in the Existing Notes held by the RXR Consortium Members (the "RXR Consortium Notes"), other than the Existing Notes included in the SPV II Interest (as defined below), to CF Principal Investments LLC and (B) use commercially reasonable efforts to transfer to CF Principal Investments LLC an undivided 50% participation interest in (x) FP GP's interest in the equity of (including promote), and any management fees in, FP Investor II and (y) the portion of the RXR Consortium Notes held by FP Investor II solely attributable to FP Investor (the "SPV II Interest"); and (ii) CF Principal Investments LLC agreed, among other things, to transfer an undivided 50% participation interests in the Existing Notes held by CF Principal Investments LLC to the RXR Consortium Members. Each of FP GP and CF Principal Investments, acting jointly, serve as Lender Representatives for the Investors under the Intercreditor Agreement (the "Lender Representatives"). Each Investor agreed to exercise any rights or powers available to it to (i) reject and oppose, and if applicable, vote against, any amendment, waiver, consent, supplement or other modification (or any transaction requiring any of the foregoing) that is rejected by the Lender Representatives and (ii) support and, if applicable, vote in favor of, any amendment, waiver, consent, supplement or other modification (or any transaction requiring any of the foregoing) that has been approved by the Lender Representatives, in each case, in respect the Existing Notes indenture or the Credit Agreement or otherwise. In addition, pursuant to the Intercreditor Agreement, any additional Existing Notes acquired by any Investor after the effective date of the Intercreditor Agreement shall be treated consistent with the terms of the Intercreditor Agreement, and each of the Investors agreed to not transfer or convert any of their Existing Notes or, subject to certain limited exceptions, their Commitments or Loans (as each such term is defined in the Credit Agreement) without the consent of the Lender Representatives. Each Investor further agreed that it will not, without each of the Lender Representatives' prior written consent: (i) commence or continue any bankruptcy, liquidation or similar proceeding ("Proceeding") against the Issuer or its subsidiaries, (ii)(x) solicit, support, propose or vote in favor of any arrangement, plan in any Proceeding, sale, or proposal or (y) file or support any motion, pleading or material in support of any motion, arrangement, plan in any Proceeding, sale, or proposal that, in the case of (x) and (y), challenges the priority of the Collateral (as such term is defined in the Credit Agreement), is inconsistent with the terms of the Intercreditor Agreement, is opposed by the Lender Representatives, or is adverse to the interests of the Lender Representatives, (iii) materially impair the rights of the Lender Representatives, or (iv) oppose any sale or plan in any Proceeding that is supported by the Lender Representatives.

Strategic Agreement

On October 25, 2022, the Issuer and FP Services entered into an Agreement for Strategic Planning and Consulting Services (the "Strategic Agreement"). Pursuant to the Strategic Agreement, FP Services was appointed to render strategic planning and consulting services to the Issuer. In consideration of FP Services' performance of its obligations under the Strategic Agreement, the Issuer agreed to issue to FP Services warrants (the "FP Services Warrants") to purchase, in the aggregate, 9,511,128 shares of Class A Common Stock. On October 25, 2022, the Issuer issued the FP Services Warrants to FP Services pursuant to certain Common Stock Purchase Warrant Agreements (the "FP Services Warrant Agreements"). The shares underlying the FP Services Warrants vest in equal tranches over the three-year period following the initial issuance date of the FP Services Warrants, with one-third of such shares vesting each year on the anniversary thereof, provided that all such shares shall vest immediately upon the occurrence of certain specified events (each, an "Early Exercise Event"). The FP Services Warrants are exercisable, to the extent vested and unexercised, (1) in the case of certain of the FP Services Warrants, upon the earlier of the applicable vesting date or an Early Exercise Event, and prior to 11:59 p.m., New York City time, on October 25, 2032 (the "Warrant Termination Time"), at an exercise price of $0.01 per share of Class A Common Stock, subject to certain adjustments (the "FP Service Warrant Exercise Price"), (2) in the case of certain of the FP Services Warrants, upon the earlier of the applicable vesting date or any later date, provided that the closing price of the Class A Common Stock has exceeded $1.32 (as may be adjusted) for 20 of 30 consecutive trading days prior to such applicable vesting date or such later date, or an Early Exercise Event, and prior to the Warrant Termination Time, at the FP Service Warrant Exercise Price, and (3) in the case of certain of the FP Services Warrants, upon the earlier of the applicable vesting date or any later date, provided that the closing price of the Class A Common Stock has exceeded $1.58 (as may be adjusted) for 20 of 30 consecutive trading days prior to such applicable vesting date or such later date, or an Early Exercise Event, and prior to the Warrant Termination Time, at the FP Service Warrant Exercise Price. The FP Services Warrants may also be exercised, in whole or in part, by means of a "cashless exercise" for a number of shares as determined in the FP Services Warrant Agreements. The FP Services Warrants are subject to certain restrictions on transfer prior to their applicable exercise dates.

Effective as of July 26, 2023, the Issuer effected a 60-for-1 reverse stock split of the outstanding shares of Class A Common Stock (the "Reverse Stock Split"). Following the Reverse Stock Split, FP Services holds 158,519 FP Services Warrants, of which 52,840 vested on October 25, 2023. Exercise of the FP Services Warrants is subject to the Beneficial Ownership Limitation.

The foregoing descriptions of the Strategic Agreement and FP Services Warrant Agreements do not purport to be complete and are qualified in their entirety by reference to the full and complete terms of the Strategic Agreement and FP Services Warrant Agreements, copies of which are attached as Exhibit 10.2, Exhibit 4.2, Exhibit 4.3 and Exhibit 4.4, respectively, to the Issuer's Form 8-K filed with the SEC on October 27, 2022 and is incorporated by reference herein.

WorxWell Warrants

On December 1, 2021, the Issuer and Urban Workplaces entered into an Asset Purchase Agreement (the "APA"), pursuant to which the Issuer acquired the WorxWell business of Urban Workplaces ("WorxWell"). In consideration for WorxWell, the Issuer agreed to pay to Urban Workplaces (i) 2,000,000 shares of Class A Common Stock and (ii) warrants to purchase 1,000,000 shares of Class A Common Stock (the "WorxWell Warrants"). On December 1, 2021, the Issuer issued the WorxWell Warrants to Urban Workplaces pursuant to that certain Common Stock Purchase Warrant Agreement (the "WorxWell Warrant Agreement"). The WorxWell Warrants are exercisable upon the earliest of (1) December 1, 2026, (ii) the date the Class A Common Stock's closing price 60-day trailing average reaches $5.00 per share or (iii) an Early Exercise Event, and prior to 11:59 p.m., New York City time, on December 1, 2031, at an exercise price of $10.00 per share of Class A Common Stock, subject to certain adjustments. The WorxWell Warrants may also be exercised, in whole or in part, by means of a "cashless exercise" for a number of shares as determined in the WorxWell Warrant Agreement. The WorxWell Warrants are subject to certain restrictions on transfer prior to their applicable exercise dates.

Following the Reverse Stock Split, Urban Workplaces holds 33,333 shares of Class A Common Stock and 16,666 WorxWell Warrants.

The foregoing descriptions of the APA and the WorxWell Warrant Agreement do not purport to be complete and are qualified in their entirety by the full and complete terms and conditions of the APA and the WorxWell Warrant Agreement, copies of which are filed as exhibits hereto.

Item 7. Materials to be Filed as Exhibits.

Exhibit Number	Description
99.1	Joint Filing Agreement (filed herewith).
99.2	Power of Attorney (filed herewith).
99.3	Credit Agreement, dated as of October 16, 2023, by and among View, Inc., Cantor Fitzgerald Securities, as administrative agent and as collateral agent, and the lenders party thereto (incorporated by reference to Exhibit 4.1 to the Form 8-K filed by the Issuer with the SEC on October 16, 2023).
99.4	Letter Agreement, dated as of October 26, 2022, by and among View, Inc., RXR FP Investor LP and RXR FP Investor II LP (incorporated by reference to Exhibit 10.4 to the Form 8-K filed by the Issuer with the SEC on October 27, 2022).
99.5	Letter Agreement, dated as of October 26, 2022, by and between View, Inc. and RXR FP Services LLC (incorporated by reference to Exhibit 10.5 to the Form 8-K filed by the Issuer with the SEC on October 27, 2022).
99.6	Agreement for Strategic Planning and Consulting Services, dated as of October 25, 2022, by and between View, Inc. and RXR FP Services LLC (incorporated by reference to Exhibit 10.2 to the Form 8-K filed by the Issuer with the SEC on October 27, 2022).
99.7	Common Stock Purchase Warrant, dated as of October 25, 2022 (incorporated by reference to Exhibit 4.2 to the Form 8-K filed by the Issuer with the SEC on October 27, 2022).
99.8	Common Stock Purchase Warrant, dated as of October 25, 2022 (incorporated by reference to Exhibit 4.3 to the Form 8-K filed by the Issuer with the SEC on October 27, 2022).
99.9	Common Stock Purchase Warrant, dated as of October 25, 2022 (incorporated by reference to Exhibit 4.4 to the Form 8-K filed by the Issuer with the SEC on October 27, 2022).
99.10	Asset Purchase Agreement, dated as of December 1, 2021, by and between View, Inc. and RXR Urban Workplaces LLC (filed herewith).
99.11	Common Stock Purchase Warrant, dated as of December 1, 2021 (filed herewith).

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: October 26, 2023

RXR REALTY LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR PROPERTIES HOLDINGS LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP GP LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR LP

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR II LP

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR III LP

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP SERVICES LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR MANAGEMENT HOLDINGS LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

URBAN SOLUTIONS LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR URBAN WORKPLACES LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

Schedule A

DIRECTORS AND EXECUTIVE OFFICERS OF RXR REALTY LLC

Name and Position	Business Office Address	Present Principal Occupation
Scott Rechler	625 RXR Plaza, Uniondale, NY 11556	Chairman and Chief Executive Officer
Michael Maturo	625 RXR Plaza, Uniondale, NY 11556	President
Jason Barnett	625 RXR Plaza, Uniondale, NY 11556	Vice Chairman, Chief Legal Officer and Chief Administrative Officer
Todd Rechler	625 RXR Plaza, Uniondale, NY 11556	Chief Construction and Development Officer

Exhibit 99.1

JOINT ACQUISITION STATEMENT
PURSUANT TO RULE 13d-1(k)(1)

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint acquisition statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other, except to the extent that it knows or has reason to believe that such information is inaccurate.

Dated: October 26, 2023

RXR REALTY LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR PROPERTIES HOLDINGS LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP GP LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR LP

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR II LP

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR III LP

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR FP SERVICES LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR MANAGEMENT HOLDINGS LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

URBAN SOLUTIONS LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

RXR URBAN WORKPLACES LLC

/s/ Jason Barnett
Name: Jason Barnett
Title: Authorized Signatory

Exhibit 99.2

POWER OF ATTORNEY

The undersigned hereby constitute and appoint Scott Rechler, Michael Maturo, Jason Barnett and Todd Rechler, and each of them, the lawful attorneys-in-fact and agents with full power and authority to execute and file on the undersigned's behalf, any and all instruments including Forms 3, 4 and 5, and Schedules 13D and 13G (collectively, the "Filings"), and any amendments, supplements or successor forms thereto pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and any rules or regulations or requirements of the Securities and Exchange Commission in connection with the undersigned's reporting obligations with respect to securities of View, Inc., a Delaware corporation, pursuant to Section 13(d) of the Exchange Act and Section 16(b) of the Exchange Act.

The authority of such attorneys-in-fact, and each of them, shall continue until the undersigned is no longer required to file any of the Filings, unless earlier revoked in writing. The undersigned hereby ratifies, confirms and approves in all respects all Filings (including amendments thereto) and actions taken by any of the attorneys-in-fact relating to such Filings.

The undersigned acknowledges that the attorneys-in-fact are not assuming any of the undersigned's responsibilities to comply with Section 13 or Section 16 of the Exchange Act.

IN WITNESS WHEREOF, each of the undersigned has executed this Power of Attorney as of the date indicated.

Dated: October 26, 2023

RXR REALTY LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR PROPERTIES HOLDINGS LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR FP GP LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR LP

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR II LP

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR FP INVESTOR III LP

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR FP SERVICES LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR MANAGEMENT HOLDINGS LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

URBAN SOLUTIONS LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

RXR URBAN WORKPLACES LLC

/s/ Jason Barnett

Name: Jason Barnett
Title: Authorized Signatory

Exhibit 99.10

Execution Version

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "Agreement"), dated as of December 1, 2021, is entered into by and between View, Inc., a Delaware corporation ("Purchaser"), and RXR Urban Workplaces LLC, a Delaware limited liability company ("Seller").

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Purchased Assets (as defined below), constituting the WorxWell business of Seller (the "Business"), in each case pursuant to the terms and conditions set forth in this Agreement.

WHEREAS, concurrent with the Closing (defined below), Purchaser and Seller will enter into a master services agreement, in substantially the form attached hereto as Exhibit A (the "Master Services Agreement").

WHEREAS, concurrent with the execution of this Agreement, Purchaser and Seller will enter into the warrant agreement, in substantially the form attached hereto as Exhibit B (the "Warrant Agreement"), the effectiveness of which will be conditioned upon the Closing.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. The definitions and rules of interpretation set forth in Exhibit C hereto shall be applied to the terms used in this Agreement.

2. Transfer of Assets. On the terms and subject to the terms set forth in this Agreement, at the Closing, Seller shall or cause its Affiliates to sell, convey, assign, transfer and deliver to Purchaser all of Seller's and its Affiliates' rights, title and interest in and to the Purchased Assets, free and clear of any Encumbrances. Notwithstanding the foregoing, the Purchased Assets shall not include the Excluded Assets.

3. Assumption of Assumed Liabilities. Subject to the terms and conditions set forth herein, Purchaser shall assume and agree to pay, perform and discharge the liabilities and obligations specifically set forth on Schedule 1, but only to the extent that such liabilities and obligations do not relate to any breach, default or violation by Seller on or prior to the Closing (collectively, the "Assumed Liabilities"). Other than the Assumed Liabilities, Purchaser shall not assume any liabilities or obligations of Seller of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

4. Purchase Consideration. The purchase consideration to be paid by Purchaser to Seller in connection with the purchase and sale of the Purchased Assets shall be (i) 2,000,000 shares of common stock of the Purchaser, subject to the Lock-Up (the "Common Stock Consideration"), and (ii) the warrant for 1,000,000 shares of common stock of the Purchaser subject to the terms and conditions set forth in the Warrant Agreement (the "Warrant Consideration" and together with the Common Stock Consideration, the "Purchase Consideration"), plus the assumption of the Assumed Liabilities.

5. Tax Matters.

(a) Tax Purchase Price. Seller and Purchaser agree that the transactions contemplated hereby will be treated for all applicable Tax purposes as a purchase or sale of the Purchased Assets in exchange for the Purchase Consideration, plus any Assumed Liabilities that are treated as consideration for the Purchased Assets for U.S. federal income tax purposes (together, the "Tax Purchase Price").

(b) Allocation.

(i) The Tax Purchase Price shall be allocated among each of the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder. No portion of the Tax Purchase Price shall be allocated to any other covenants or agreements contained in this agreement or the Master Services Agreement.

(ii) Within eighty (80) days after the date hereof, the Purchaser shall prepare and deliver to the Seller a written schedule (the "Proposed Valuation and Allocation") that includes (x) the value of the Warrant Consideration and the Common Stock Consideration and (y) an allocation of the Tax Purchase Price among the Purchased Assets (which, for purposes of this Section 5(b) and the Proposed Valuation and Allocation and Final Allocation, shall include any applicable "goodwill or going concern value"). If the Seller disagrees with the Proposed Allocation, the Seller may, within twenty (20) days after the Seller's receipt of the Proposed Allocation, deliver a written notice (the "Allocation Dispute Notice") to the Purchaser to such effect, specifying those items with which the Seller disagrees and setting forth the Seller's proposed valuation and allocation. The Purchaser and the Seller shall use commercially reasonable efforts to reach agreement on the disputed items or amounts within ten (10) days of the Purchaser's receipt of the Allocation Dispute Notice, which period may be extended for such time as the Purchaser and Seller may agree to in writing (the "Discussion Period"). The Proposed Valuation and Allocation, as prepared by the Purchaser if no Allocation Dispute Notice has been given, as adjusted pursuant to any agreement between the Purchaser and the Seller shall be the final valuation and allocation (the "Final Allocation"). If the Purchaser and the Seller are unable to resolve all disputed items within the Discussion Period, each of the Purchaser and the Seller may separately determine the value of the Warrant Consideration and the Common Stock Consideration and allocation of the Tax Purchase Price (provided that any such determinations in the absence of a Final Allocation shall represent at least "more likely than not" reporting positions), and there shall be no Final Allocation.

(iii) Each party agrees that, if there is a Final Allocation, such party will (i) be bound by the Final Allocation, (ii) act in strict accordance with the Final Allocation in the preparation and filing of all Returns, (iii) to the extent each party is required, timely file an IRS Form 8594 reflecting the Final Allocation for the taxable year that includes the Closing Date (defined below) and to make any timely comparable filings required by applicable state or local Law and (iv) not take any position inconsistent with the Final Allocation for any Tax purpose, unless required by a "final determination" within the meaning of Section 1313(a) of the Code resulting from a Tax Action initiated by a Tax Authority challenging the Final Allocation, provided that the Purchaser's cost for the Purchased Assets may differ from the amount so allocated to the extent necessary to reflect its capitalized acquisition costs not included in the amount realized by the Seller. If any Tax Authority challenges the Final Allocation or any allocation resulting therefrom, or, if there is no Final Allocation, any other determination of value or allocation of the Tax Purchase Price in accordance with this Section 5(b)(iii), the party receiving notice of such challenge shall give the other parties prompt written notice thereof and, if there is a Final Allocation, the parties shall use reasonable efforts to preserve the effectiveness of the Final Allocation.

(c) Treatment of Indemnification Payments. Any indemnification payment pursuant to Section 13 (or otherwise) treated as an adjustment to the total consideration paid for the Purchased Assets shall be reflected as an adjustment to the consideration allocated to a specific asset, if any, giving rise to the adjustment and if any such adjustment does not relate to a specific asset and there is a Final Allocation, such adjustment shall be allocated among the Purchased Assets in accordance with the Final Allocation provided in Section 5(b).

(d) Straddle Periods. All personal property Taxes, real property Taxes and similar ad valorem obligations levied with respect to Purchased Assets for a Straddle Period (such Taxes, "Straddle Period Taxes") shall be apportioned between the Pre-Closing Tax Period and the Post-Closing Tax Period as of the Closing Date based on the number of days of such taxable period included in the Pre-Closing Tax Period and the number of days of such taxable period included in the Post-Closing Tax Period. The Seller shall be liable for the amount of Straddle Period Taxes that is apportioned to the Pre-Closing Tax Period, and the Purchaser shall be liable for the amount of Straddle Period Taxes that is apportioned to the Post-Closing Tax Period.

(i) Within sixty (60) days of the Closing Date, the Seller, on the one hand, and the Purchaser, on the other hand, shall present a statement to the other setting forth the amount of reimbursement to which each is entitled, together with such supporting evidence as is reasonably necessary to calculate the proration amount of such Straddle Period Taxes. The proration amount shall be paid by the party owing it to the other party within ten (10) days after delivery of such statement.

(ii) The party required under applicable Law for the filing of a Return with respect to any Straddle Period Taxes that are due or otherwise required to be filed after the Closing Date shall prepare, or cause to be prepared in a timely manner all such Returns ("Straddle Period Returns"). The filing party shall provide the non-filing party with a copy of any such Straddle Period Return at least fourteen (14) days prior to the due date for filing of such Straddle Period Return (taking into account permitted extensions that have been granted) for its review and shall incorporate any reasonable comments of the non-filing party in advance of filing. The amount of any Straddle Period Taxes to be borne by the non-filing party (to the extent not taken into account in the calculation of the proration amounts described in Section 5(d)(ii)) shall be paid by the non-filing party to the filing party within ten (10) days after payment of such Straddle Period Taxes.

(iii) Any payment required under this Section 5(d) and not made within ten (10) days after delivery of the statement shall bear interest at the rate per annum described, from time to time, under the provisions of Section 6621(a)(2) of the Code for each day until paid.

(e) Cooperation on Tax Matters. The Purchaser and Seller agree to furnish or cause to be furnished to each other, upon reasonable request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Returns, the making of any election relating to Taxes, the preparation for any audit by any Tax Authority and the prosecution or defense of any claims, suit or proceeding relating to any Tax and the payment of any amounts pursuant to Section 10(e); provided, however, that nothing in the foregoing shall entitle Purchaser to receive any U.S. federal, state or local income tax Returns of Seller or the sole owner of Seller for U.S. federal income tax purposes ("Seller Owner").

6. Withholding Tax. The Purchaser shall be entitled to deduct and withhold from any amounts otherwise payable hereunder such amounts as are required to be deducted or withheld (including such amounts treated as consideration for applicable Tax purposes) from such amounts under the Code, the Treasury Regulations or any provision of any other applicable Tax Law (including state, local or foreign Tax Law); *provided*, *however*, that Purchaser shall provide Seller with 5 Business Days' notice prior to withholding any amounts pursuant to this Section 6 and shall use best efforts to cooperate with Seller to obtain any available reduction of, or exemption from, any such withholding obligation. To the extent that amounts are so deducted or withheld and remitted to the appropriate Tax Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the party otherwise entitled to receive such payment pursuant to this Agreement. Notwithstanding anything in the foregoing to contrary, provided that Seller has delivered a W-9 of Seller Owner to Purchaser pursuant to Section 7(b) hereof, Purchaser shall not withheld any amounts under Section 1445 of the Code.

7. Closing.

(a) Closing. The closing of the purchase and sale of the Purchased Assets (the "Closing") shall take place on the date hereof. The date on which the Closing occurs is referred to herein as the "Closing Date."

(b) Closing Deliverables. At the Closing, (i) Purchaser shall deliver to Seller the Purchase Consideration and the signature page to the Warrant Agreement, (ii) the parties shall deliver to each other such good and sufficient instruments of conveyance, assignment, transfer, delivery or assumption (as applicable) as shall be necessary to vest in Purchaser all rights, title and interest in and to the Purchased Assets, and to evidence the assumption by Purchaser of the Assumed Liabilities, (iii) the parties shall deliver to each other signature pages to the Master Services Agreement, all of the foregoing transfer or assumption instruments or other documents shall be in such form as are reasonably satisfactory to the parties hereto and (iv) the Seller shall deliver to the Purchaser a duly executed IRS Form W-9 from Seller Owner. Nothing in this Agreement shall be deemed to cause or require a conveyance, assignment, transfer, or delivery of the Excluded Assets.

(c) Delivery of Purchased Assets to Nominee of Purchaser. The parties agree that Purchaser nominates View Operating Corporation to take delivery of the Purchased Assets, in which case Seller shall deliver such Purchased Assets to View Operating Corporation in lieu of to Purchaser.

8. Representations and Warranties of Seller. Seller hereby represent and warrant to Purchaser as follows:

(a) Organization and Standing. Seller limited liability companies duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authorization. Seller have all requisite power and authority to execute this Agreement, to carry out and perform their respective obligations under this Agreement and to consummate the transactions contemplated to be performed by it hereunder. The execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereunder, have been duly and validly authorized by all necessary action of Seller.

(c) Binding Agreement. This Agreement has been duly and validly executed and delivered on behalf of Seller and, assuming the due authorization, execution and delivery by Purchaser, constitutes the legal and binding obligation of Seller enforceable against Seller in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equity principles (whether considered in a proceeding in equity or at law).

(d) Consents. No material declaration, filing or registration with, or notice to, or authorization, consent or approval of, other action by, any Governmental Authority or any third party is required in connection with the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated under this Agreement.

(e) No Conflict. Neither the execution and delivery of this Agreement by Seller, nor the consummation by Seller of the transactions contemplated hereby, will (i) violate, conflict with, result in the breach of, constitute a default under, be prohibited by, require any additional approval under, accelerate the performance provided by, or give any Person a right to terminate or receive any payment or other compensation under, any (x) terms, conditions or provisions of the organizational documents of Seller, (y) material contract to which Seller is now a party or by which it is bound or (z) material Requirement of Law applicable to Seller or (ii) result in the creation or imposition of any Lien, with or without the giving of notice or the lapse of time or both, upon any Purchased Assets.

(f) Approvals. There are no notices, reports or other filings required to be made by Seller with, or consents, permits, licenses, exemptions, orders, clearances, waivers or other authorizations or approvals required to be obtained by Seller from, any Person in order for Seller to execute or deliver this Agreement or to perform or consummate the transactions contemplated hereby.

(g) Title; Sufficiency. Seller has, and at the Closing, Seller will deliver to Purchaser (or its nominees, as applicable) good and valid title to, all of the Purchased Assets free and clear of all Encumbrances. The Purchased Assets (assuming the consent and assignment of the Transit Screen subscription agreement listed on Schedule 2) include all the assets necessary to permit Purchaser to conduct the Business after the Closing in a manner substantially equivalent to the manner as it is being conducted on the date of this Agreement in compliance with applicable Law and to perform all Assumed Liabilities and all Purchaser obligations under the Master Services Agreement.

(h) Litigation. There is no material suit, claim, action, proceeding or investigation pending or, to the knowledge of Seller, threatened against Seller relating to the Purchased Assets or which challenges the transactions contemplated by this Agreement. There are no outstanding orders, injunctions or decrees of any Governmental Authority that apply to the Purchased Assets that restrict the ownership, disposition or use of the Purchased Assets.

(i) Condition of Assets. The Purchased Assets are in good condition and are adequate for the uses to which they are currently being put.

(j) Taxes.

(i) All material Returns required to have been filed by the Seller with respect to the Purchased Assets have been duly and timely filed (taking into account all applicable extensions of time to file), and all such Returns are true, correct and complete in all material respects.

(ii) All material Taxes due and payable by the Seller related to the Purchased Assets, whether or not shown to be due on any Tax Return, have been timely paid in full.

(iii) There is no Tax Action pending with respect to any Tax or Return with respect to the Purchased Assets.

(iv) There are no Encumbrances related to Taxes on any of the Purchased Assets other than Encumbrances related to Taxes that are (A) not yet due and delinquent or (B) being contested in good faith by appropriate procedures.

(v) None of the Purchased Assets is a United States real property interest within the meaning of Section 897(c) of the Code and Section 1.897-1(c) of the Treasury Regulations.

(vi) No Tax sharing or similar agreement (other than this Agreement or any commercial agreement the principal purpose of which does not relate to Taxes) is currently in effect with respect to the Business or the Purchased Assets that would bind, obligate or restrict the Purchaser after the Closing Date.

(k) Employee Matters.

(i) Section 8(k)(i) of the Seller Disclosure Schedule includes a complete list of all Employees of Seller that are principally involved in the Business and who Purchaser plans to offer employment after the Closing. The list includes, to the extent applicable, each Person's: (1) position or title with Seller, (2) employing entity, (3) geographic location (by city and state and assigned office location), (4) inactive or leave status (and expected date of return), (5) full, part-time or temporary status, (6) current wages, salaries or hourly rate of pay and bonus (whether monetary or otherwise), (7) status as exempt or non-exempt from the Fair Labor Standards Act of 1938 and similar state wage and hour Laws, (8) any collective bargaining unit; and (9) the date upon which such Person was first hired or engaged.

(ii) Section 8(k)(ii) of the Seller Disclosure Schedule includes a complete list of all independent contractors who currently provide services to Seller. The list includes each Person's: (1) title; (2) engaging entity; (3) geographic location (by city and state); (4) compensation rate; (5) nature of services provided; (6) engagement date; and (7) anticipated termination date.

(iii) All individuals characterized and treated by Seller as independent contractors or consultants of the Business are properly treated as independent contractors under all applicable Laws. All Employees classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified as such.

(iv) Seller is not a party to or bound by any Collective Bargaining Agreement with respect to the Business, and no Employees are represented by any labor or trade union, works council, employee representative body or other labor organization. There is no current, pending or, to the knowledge of the Seller, threatened, and in the past three (3) years there has not been, any (i) union certification drive or proceeding or other labor organizing activity, (ii) unfair labor practice, or (iii) strike, work stoppage, lockout or other material labor dispute.

(v) To Seller's knowledge, no Employee is in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or other obligation: (i) to Seller or the Business or (ii) to a former employer of any such employee relating (A) to the right of any such employee to be employed by any of the Sellers or (B) to the knowledge or use of trade secrets or proprietary information.

(vi) Seller is, and for the past three (3) years, has been, in material compliance with all applicable Laws respecting labor, employment and employment practices with respect to the Business and Employees.

(l) Intellectual Property.

(i) "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, logos, slogans, design rights, trade names and trade dress, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) Software; (v) websites and internet domain name registrations and social media addresses or handles; (vi) trade secrets and rights in other confidential know-how, data, databases or other collection or compilations of information, works or other materials, and algorithms; and (viii) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement, misappropriation or other violation and any other rights relating to any of the foregoing).

(ii) Section 8(l)(ii) of the Seller Disclosure Schedule lists all applications and registrations for Intellectual Property and all material Software and domain names owned by Seller and included in the Purchased Assets (together with all other Intellectual Property owned by Seller and included in the Purchased Assets, the "Purchased IP"). Seller is the sole and exclusive beneficial and, as applicable, record owner of all of the Purchased IP (which, for the avoidance of doubt, excludes all intellectual property licensed to the Seller), free and clear of all Encumbrances, and each item of the Purchased IP is valid, subsisting, to the Knowledge of the Seller, enforceable and in full force and effect. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP, or restricting the licensing thereof to any person or entity. With respect to the registered Intellectual Property listed on Section 8(l)(ii) of the Seller Disclosure Schedule, Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof. For all such registered Intellectual Property, Section 8(l)(ii) of the Seller Disclosure Schedule lists (A) the jurisdiction where the application or registration is located, (B) the application or registration number, and (C) the application or registration date.

(iii) The Seller's prior and current use of the Purchased IP in the conduct of the Business and, to the knowledge of the Seller, the conduct of the Business, has not or does not infringe, dilute or misappropriate or otherwise violate the Intellectual Property of any Person. There are no claims pending or threatened in writing by any Person alleging that the conduct of the Business infringes, dilutes, misappropriates or otherwise violates such Intellectual Property, or with respect to the ownership, validity or enforceability of the Purchased IP. To the knowledge of the Seller, no Person is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP. Neither Seller nor any Affiliate of Seller has made or asserted any claim, demand or notice against any Person alleging any such infringement, misappropriation, dilution or other violation.

(iv) Except as disclosed on Schedule 9(l)(iv) of the Seller Disclosure Schedule, each third party (including independent contractors) that has developed any Purchased IP has executed written assignments of, or has transferred by operation of law, all Intellectual Property rights related thereto in favor of Seller. Seller has taken commercially reasonable efforts to protect the confidentiality of the trade secrets included in the Purchased IP, and has not disclosed any such trade secrets, including any source code for Software included in the Purchased IP, to any third party except pursuant to a binding non-disclosure agreement.

(v) Seller has not embedded any open source, copyleft or community source code in any of its products generally available or currently in development, including any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement (collectively "Open Source Software"), that subjects the Software included in the Purchased IP to any agreement requiring that such Software be (i) disclosed or distributed publicly in source code or object code form, (ii) licensed for the purpose of making derivative works, (iii) redistributable, and/or (iv) subject to any restriction on the consideration to be charged for the distribution of such Software. Seller has maintained an up-to-date list of all Open Source Software used in the products included in the Purchased IP and has materially complied with all obligations related to all such licenses.

(vi) The Software included in the Purchased Assets functions substantially in accordance with the applicable documentation, and there have not been any material malfunctions in such Software included in the Purchased Assets other than routine software bugs and/or glitches that were promptly remedied in the ordinary course of the business by the Seller. To the knowledge of the Seller, the Seller has not experienced any cyberattack that materially affected the performance of the Software included in the Purchased Assets or other information technology used in the Business, including any ransomware or distributed denial of service attack.

(vii) Seller has in the three (3) years preceding the date hereof materially complied with all laws regarding the collection, use, storage, disclosure or other processing of Personal Information or data protection, privacy, security or similar laws (including any information security breach notification requirements) applicable to companies doing business in New York State ("Privacy Laws"). Seller maintains commercially reasonable technical, physical and organizational safeguards, including as set forth in written policies and procedures, designed to ensure the security of Personal Information in its possession or control, and to the knowledge of Seller there has not been any unauthorized access to any such Personal Information. There have been no written complaints or investigations regarding Seller's practices with respect to Personal Information by any individual, data protection regulator or any governmental authority.

(viii) Neither the execution and delivery of this Agreement nor the consummation of the Closing will result in a breach or violation of, or constitute a default under, any New York State Privacy Laws.

(ix) Assigned Contracts. Schedule 2 includes each contract included in the Purchased Assets and being assigned to and assumed by Purchaser (the "Assigned Contracts"). Each Assigned Contract is valid and binding on Seller in accordance with its terms and is in full force and effect. None of Seller or, to Seller's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any Assigned Contract. No event or circumstance has occurred that, with or without notice or lapse of time or both, would constitute an event of default under any Assigned Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of benefit thereunder. Complete and correct copies of each Assigned Contract have been made available to Purchaser. There are no disputes pending or threatened under any Assigned Contract.

(m) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller, except those for which Seller will be solely responsible.

(n) Solvency. Seller is not entering into the transactions contemplated by this Agreement with the intent to hinder, delay or defraud any Person to which it is, or may become, indebted. The Purchase Consideration is not less than the reasonably equivalent value of the Purchased Assets less the Assumed Liabilities. Seller's assets, at a fair valuation, exceed its liabilities, and Seller is able, and will continue to be able after the Closing, to meet its debts as they mature and will not become insolvent as a result of the transactions contemplated by this Agreement. After the Closing, Seller will have sufficient capital and property remaining to conduct the business in which it will thereafter be engaged.

(o) Financial Statements. Each of the consolidated statement of operations for the Seller and its subsidiaries for the periods January 1, 2020, through December 31, 2020, and January 1, 2021 through November 15, 2021, set forth on Schedule 3 have been prepared in accordance with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis during the periods involved.

9. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Organization and Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authorization. Purchaser has all requisite corporate power and authority to execute this Agreement and the Warrant Agreement, to carry out and perform its obligations under this Agreement and the Warrant Agreement, and to consummate the transactions contemplated to be performed by it hereunder and thereunder. The execution, delivery and performance by Purchaser of this Agreement and the Warrant Agreement, and the consummation of the transactions contemplated hereunder and thereunder, have been duly and validly authorized by all necessary action of Purchaser.

(c) Binding Agreement. This Agreement and the Warrant Agreement has been duly and validly executed and delivered on behalf of Purchaser and, assuming the due authorization, execution and delivery by Seller of this Agreement, each of them constitutes the legal and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equity principles (whether considered in a proceeding in equity or at law).

(d) Consents. No material declaration, filing or registration with, or notice to, or authorization, consent or approval of, other action by, any Governmental Authority or any third party is required in connection with the execution and delivery by Purchaser of this Agreement or the Warrant Agreement or the consummation by Purchaser of the transactions contemplated under this Agreement or the Warrant Agreement.

(e) No Conflict. Neither the execution and delivery of this Agreement or the Warrant Agreement by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby or thereby, will (i) violate, conflict with, result in the breach of, constitute a default under, be prohibited by, require any additional approval under, accelerate the performance provided by, or give any Person a right to terminate or receive any payment or other compensation under, any (x) terms, conditions or provisions of the organizational documents of Purchaser, (y) material contract to which Purchaser is now a party or by which it is bound or (z) material Requirement of Law applicable to Seller.

(f) Approvals. There are no notices, reports or other filings required to be made by Purchaser with, or consents, permits, licenses, exemptions, orders, clearances, waivers or other authorizations or approvals required to be obtained by Purchaser from, any Person in order for Purchaser to execute or deliver this Agreement or the Warrant Agreement, or to perform or consummate the transactions contemplated hereby or thereby.

(g) Brokers. No broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser, except those for which Purchaser will be solely responsible.

(h) SEC Documents; Financial Statements.

(i) Except as set forth on Schedule 9(h)(i) of the Purchaser Disclosure Schedule, since December 31, 2020 (the "Applicable Date"), the Purchaser has filed or furnished with the SEC, on a timely basis, all forms, reports, certifications, exhibits, schedules, statements and documents (and all amendments and supplements thereto) required to be filed or furnished under the Securities Act or the Exchange Act, respectively (such forms, reports, certifications, exhibits, schedules, statements and documents, collectively, the "View SEC Documents"). Except as set forth on Schedule 9(h)(i) of the

Purchaser Disclosure Schedule, as of their respective dates, each of the View SEC Documents, as amended or supplemented, complied, or if not yet filed or furnished, will comply as to form in all material respects with the applicable requirements of the Securities Act, the Exchange Act and the Sarbanes-Oxley Act, as the case may be, and the rules and regulations of the SEC thereunder applicable to such Company SEC Documents. None of the View SEC Documents contained, when filed or, if amended or supplemented prior to the date of this Agreement, as of the date of such amendment or supplement with respect to those disclosures that are amended or supplemented, or if filed with or furnished to the SEC subsequent to the date of this Agreement, will contain any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, except as set forth on Schedule 9(h)(i) of the Purchaser Disclosure Schedule, (i) neither the Purchaser nor any of its officers has received notice from any Governmental Entity challenging or questioning the accuracy, completeness, form or manner of filing of such certifications; (ii) there are no outstanding or unresolved comments received by View from the SEC with respect to any of the View SEC Documents and (iii) none of the View SEC Documents is the subject of ongoing SEC review or investigation. None of the Purchaser's Subsidiaries are required to file periodic reports with the SEC pursuant to the Exchange Act.

(ii) Except as set forth on Schedule 9(h)(ii) of the Purchaser Disclosure Schedule, the financial statements of the Purchaser included (or incorporated by reference) in the View SEC Documents, including all notes and schedules thereto, or, in the case of the View SEC Documents filed after the date of this Agreement, (i) complied, or will comply, as applicable, in all material respects, when filed or if amended or supplemented prior to the date of this Agreement, as of the date of such amendment or supplement, with the rules and regulations of the SEC, including the accounting requirements, with respect thereto, (ii) were, or will be, as applicable, prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as permitted by Rule 10-01 of Regulation S-X of the SEC), and (iii) fairly present in all material respects in accordance with applicable requirements of GAAP (subject, in the case of the unaudited statements, to normal year-end audit adjustments and the absence of footnotes) the financial position of the Purchaser and its consolidated Subsidiaries, as of their respective dates and the results of operations and the cash flows of the Purchaser and its consolidated subsidiaries for the periods presented therein (subject, in the case of unaudited statements, to normal year-end audit adjustments that are not material and to any other adjustments described therein, including the notes thereto).

(iii) Except as set forth on Schedule 9(h)(iii) of the Purchaser Disclosure Schedule, the Purchaser has implemented and maintains disclosure controls and procedures and internal control over financial reporting (as such terms are defined in Rule 13a-15(e) and (f) of the Exchange Act), which are effective (as such term is used in Rule 13a-15(b) of the Exchange Act) to ensure that material information relating to the Purchaser, including its subsidiaries, is made known to the chief executive officer and the chief financial officer of the Purchaser by others within those entities in connection with the reports it files under the Exchange Act. Except as set forth on Schedule 9(h)(iii) of the Purchaser Disclosure Schedule, such disclosure controls and procedures are effective to ensure that all information required to be disclosed in any View SEC Documents are recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and further designed and maintained to provide reasonable assurance regarding the reliability of the Purchaser's financial reporting and the preparation of the Purchaser's financial statements for external purposes in accordance with GAAP. Except as set forth on Schedule 9(h)(iii) of the Purchaser Disclosure Schedule, there (i) is no significant deficiency or material weakness in the design or operation of internal control over financial reporting utilized by the Purchaser or its subsidiaries, (ii) is not, and since the Applicable Date there has not been, to the knowledge of the Purchaser, any illegal act or fraud, whether or not material, that involves management or employees of the Purchaser or its subsidiaries and (iii) is not, and since the Applicable Date there has not been, any "extensions of credit" (within the meaning of Section 402 of the Sarbanes-Oxley Act) or prohibited loans to any executive officer of the Purchaser (as defined in Rule 3b-7 under the Exchange Act) or director of the Purchaser or any of its Subsidiaries.

(iv) Except as set forth on Schedule 9(h)(iv) of the Purchaser Disclosure Schedule, since the Applicable Date, none of the Purchaser or any of its Subsidiaries or any of their directors, officers, employees, nor, to the knowledge of the Purchaser, their respective auditors, accountants or other Representatives has received any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of View or any of its subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that the Purchaser or any of its subsidiaries has engaged in questionable accounting or auditing practices.

(i) Absence of Certain Changes or Events.

(i) Since December 31, 2020, there has not been any fact, circumstance, effect, change, event or development that has, or would reasonably be expected to have, a material adverse effect on the financial condition, business, assets or results of operations of the Purchaser and its Subsidiaries, taken as a whole (a "View Material Adverse Effect").

(ii) From December 31, 2020 through the date of this Agreement:

(1) the Purchaser and its subsidiaries have conducted their business in the ordinary course in all material respects; and

(2) there has not been any material damage, destruction or other casualty loss with respect to any material asset or property owned, leased or otherwise used by the Purchaser or any of its subsidiaries, whether or not covered by insurance.

(j) No Undisclosed Material Liabilities. There are no liabilities of the Purchaser or any of its Subsidiaries of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than: (a) liabilities adequately provided for on the balance sheet of the Purchaser dated as of March 31, 2021 (including the notes thereto) contained in the Purchaser's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2021, in accordance with GAAP; (b) liabilities incurred in the ordinary course subsequent to March 31, 2021; or (c) liabilities that do not have and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on View and its subsidiaries, taken as a whole.

10. Efforts and Consents.

(a) Non-Compete. The Company agrees that for the two (2) year period following the Closing, neither it nor any of its Affiliates (other than any investment fund, managed account, or special purpose acquisition companies where RXR Realty LLC ("RXR Realty") and/or its successors or any of its Affiliates is a general partner, co-general partner, sponsor, co-sponsor, manager, co-manager, or advisor or co-advisor existing as of the date hereof or formed hereafter, including but not limited to RXR-Digital Ventures Fund LP, RXR Acquisition Corp. and RXR - US Real Estate Mega-Trends Fund LP or any parallel entities of any of the foregoing) develop a product that is substantially similar to the Building WorxWell or Hybrid WorxWell products acquired by View under this Agreement or acquire a controlling interest in any Person whose primary business is selling any product substantively similar to the Building WorxWell or Hybrid WorxWell products acquired by View under this Agreement, in each case as such products operate and are used on the date hereof (the "Non-Compete"); provided that if a Person, or Persons (other than RXR Realty or an Affiliate thereof, Scott Rechler, Michael Maturo or Jason Barnett, or any combination of any of the foregoing), acquires control of RXR Realty or acquires more than 50% of the assets of RXR Realty in one or a series of related transactions ("RXR Acquirer") after the date hereof, this Section 10(a) shall not apply to RXR Acquirer or any of its Affiliates (other than RXR Realty and its controlled Affiliates).

(b) Reasonable Best Efforts. Upon the terms and subject to the conditions of this Agreement, each of the parties hereto agrees to use its reasonable best efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate and make effective the transactions contemplated by this Agreement.

(c) Approvals and Consents. Each of the parties to this Agreement agrees to (i) promptly file or cause to be promptly filed, with all appropriate Governmental Authorities, all notices, registrations, declarations, applications and other documents as may be necessary to consummate the transactions contemplated under this Agreement and (ii) thereafter diligently pursue obtaining all approvals from any such Governmental Authorities as may be necessary to consummate the transactions contemplated under this Agreement. Each of the parties to this Agreement further agrees to use its reasonable best efforts to seek and obtain all third party consents required to otherwise give effect to the transactions contemplated by this Agreement; provided that Seller has no obligation with respect to any assignment of the Excluded Assets.

(d) Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements, neither party shall make any public announcements regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

(e) Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser.

(f) Transfer Taxes. All transfer, documentary, sales, use, stamp, registration, value added and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the documents to be delivered hereunder, excluding any Taxes addressed in the Master Services Agreement ("Transfer Taxes") shall be borne fifty percent (50%) by Seller and fifty percent (50%) by Purchaser. The party responsible under applicable Law for the filing shall timely file any Return or other document with respect to such taxes or fees (and each other party shall, and shall cause its Affiliates to, shall cooperate with respect thereto as necessary). Within ten (10) days of payment of any Transfer Taxes, the filing party shall present a statement to the non-filing party setting forth the amount of Transfer Taxes paid and the out-of-pocket expenses incurred by the non-filing party in filing any tax return or document with respect to such Transfer Taxes. The non-filing party shall pay its share of any Transfer Taxes and fifty percent (50%) of the out-of-pocket expenses incurred by the filing party within ten (10) days after delivery of such statement. Any payment required under this Section 10(e) and not made within ten (10) days after delivery of the statement shall bear interest at the rate per annum described, from time to time, under the provisions of Section 6621(a)(2) of the Code for each day until paid.

(g) Employees. Purchaser will offer employment, to be effective as of the Closing and contingent upon the Closing, on terms to be determined by Purchaser, to those employees of Seller who are listed on Section 10(g) of the Seller Disclosure Schedule (collectively, the "Transferred Employees"). The parties acknowledge and agree that it is not the intention of the parties that any contracts of employment of any employees of Seller shall be assumed by Purchaser as a result of the transactions contemplated under this Agreement. Seller shall use reasonable best efforts to (i) encourage the Transferred Employees to continue their employment with Seller until Closing and thereupon to accept employment with Purchaser and (ii) assist Purchaser in employing Transferred Employees.

Notwithstanding anything to the contrary in this Agreement, each offer of employment shall be (i) contingent upon the Employee's satisfaction of the offering Purchaser's drug testing and background check hiring criteria, which shall be in compliance will applicable Laws, and (ii) held open for not less than five (5) Business Days after the offer is made (and subject to the offeree's execution or acknowledgment of and, in the discretion of the Purchaser, compliance with, any employment-related policies and agreements (including any restrictive covenant agreements) of such Purchaser which are to be applied generally to their employees). Seller shall not attempt in any way to discourage Employees from accepting any offer of employment made by the Purchasers.

(h) Employee Liabilities. Seller shall retain the liability for, and shall indemnify and hold harmless Purchaser from and against, any and all liability for:

(i) salary, vacation pay, commissions (other than those related to customer orders assumed by Purchaser at Closing) and other compensation relating to employment of Employees by Seller prior to Closing (including any and all amounts owed to any Employee related to accrued vacation and paid time off relating to employment prior to the Closing);

(ii) any and all accrued bonuses, discretionary bonuses, performance-based bonuses or other variable or incentive compensation relating to employment of Employees by Seller (including any annual bonuses with respect to the performance year in which the Closing occurs, and any earned but unpaid commission as of the Closing);

(iii) all debts, liabilities and obligations due or arising under the Benefit Plans, regardless of when arising, including all amounts payable by reason of, or in connection with, any claims incurred by a Transferred Employee for benefits under such Benefit Plans;

(iv) all pay in lieu of notice, severance payments, damages for wrongful dismissal and all legal and other related costs in respect of (i) the termination by Seller of the employment of any Employee who does not accept any Purchaser's offer of employment, or (ii) any Transferred Employee who becomes entitled to notice, termination or severance payments by reason of the transactions contemplated by this Agreement under the existing terms of an applicable Benefit Plan or as required by any applicable Law;

(v) all claims for injury, disability, death or workers' compensation arising from, or related to employment in, the Business by Seller;

(vi) all labor or employment-related claims, charges, causes of action, demands, litigations, arbitrations, mediations, suits, audits, investigations, proceedings, actions and orders, whether on an individual, class or collective basis, filed, made or brought by Transferred Employees, current or former Employees, applicants, contractors or consultants, or other Persons, against (i) the Business or (ii) a Seller, in each case arising prior to, or as of, the Closing Date; and

11. Further Assurances; Subsequent Transfers.

(a) Further Assurances. To the extent that any of the transfers, deliveries or assumptions required to be made pursuant to Sections 2 or 3 hereof shall not have been so consummated at or prior to the Closing, the parties hereto shall cooperate and use their reasonable best efforts to effect such consummation as promptly thereafter as reasonably practicable. Each of the parties hereto shall execute

and deliver such further documents and instruments and take such other actions as any party hereto may reasonably request in order to effectuate the purposes of this Agreement and to carry out the terms hereof. Without limiting the generality of the foregoing, (i) at any time and from time to time after Closing, at the request of Purchaser, Seller shall execute and deliver such other instruments of transfer and conveyance, and take such action as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's right, title to or interest in, all of the Purchased Assets, to put Seller in actual possession and operating control thereof, and to permit Seller to exercise all rights with respect thereto (including rights under contracts and other arrangements as to which the consent of any third party to the transfer thereof shall not have previously been obtained) and to properly assume and discharge the related Assumed Liabilities and (ii) Seller will cooperate with Purchaser, at the request of Purchaser, to transfer the Software, Personal Information and other information technology included in the Purchased Assets to Purchaser in a manner that minimizes the likelihood of any interruption in the Business.

(b) Subsequent Transfers. In the event and to the extent that Seller is unable to obtain any consents required, or is otherwise unable, to transfer and assign to Seller any agreements, licenses and other rights included in the Purchased Assets, Seller shall (i) continue to be bound thereby pending the assignment thereof to Purchaser and (ii) at the direction of Purchaser, pay, perform and discharge fully all of its obligations thereunder from and after the Closing prior to the assignment thereof to Purchaser, and Purchaser will indemnify Seller for any and all Liabilities of the Seller Indemnified Parties arising out of such agreements, licenses or other rights, or any Liabilities arising out of or resulting from Seller's actions taken in accordance with any such directions of Purchaser. Seller shall, without further consideration therefor, pay, assign and remit to Purchaser promptly all monies, rights and other consideration received in respect of such agreements. Seller shall exercise or exploit its rights and options under all such agreements, leases, licenses and other rights and commitments referred to in this Section 11(b) when and only as reasonably directed by Purchaser. If and when any such consent shall be obtained or such agreement, lease, license or other right shall otherwise become assignable, Seller shall promptly assign all its rights and obligations thereunder to Purchaser without payment of any further consideration therefore and Purchaser shall, without the payment of any further consideration therefor, assume such rights and obligations.

(c) Mistakes in Transfers. In the event that, subsequent to the Closing Date, Seller shall receive written notice from Purchaser, or otherwise determine, that certain specified assets of Seller which properly constitute Purchased Assets were not transferred to Purchaser in accordance with this Agreement, then (assuming the accuracy of such notice or determination) as promptly as practicable thereafter, Seller shall take all steps reasonably necessary to transfer and deliver any and all of such assets to Purchaser without the payment of any further consideration therefor. In the event that, subsequent to the Closing Date, Purchaser shall receive written notice from Seller, or otherwise determine, that certain specified assets which properly constitute Excluded Assets were transferred to Purchaser, then (assuming the accuracy of such notice or determination) as promptly as practicable thereafter, Purchaser shall take all steps reasonably necessary to transfer and deliver any and all of such assets to Seller without the payment by Seller any further consideration therefor.

12. Cooperation; Confidentiality.

(a) Litigation Cooperation. From and after the Closing, with respect to any Action that involves any of the parties to this Agreement (other than an Action brought by a party to this Agreement against another party to this Agreement) and relates to (a) the transactions contemplated by this Agreement or (b) the Purchased Assets or Assumed Liabilities, whether or not such Action is subject to indemnification hereunder, each party (i) shall, upon written request by the other party, and at the expense of the requesting party (subject to the indemnification and expense sharing provisions of this Agreement, to the extent applicable), provide all cooperation and assistance, and shall furnish such records and information, as may

be reasonably requested by the other party in connection therewith, including by using reasonable efforts to make available to the other party its Representatives as witnesses and to attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested by the other party in connection therewith, and (ii) agree, consistent with applicable rules of privilege and legal ethics, to provide each other with timely and reasonably detailed updates with respect to all material developments, consult with each other before taking any significant actions in connection therewith and offer each other the opportunity to comment before submitting to any Governmental Authority or adverse party any written materials prepared or furnished in connection with such Action.

(b) Retention of Records. Except as otherwise required by Law or agreed to in writing, each party shall each retain, for a period of at least seven years following the Closing Date, all Business Information in such party's possession. Notwithstanding the foregoing, except as otherwise required by Law, each party may destroy or otherwise dispose of any of such Business Information at any time, provided, that prior to such destruction or disposal, (a) each party shall provide no less than 60 or more than 90 days' prior written notice thereof to the other party, specifying the Business Information proposed to be destroyed or disposed of and (b) if any other party hereto shall request in writing prior to the scheduled date for such destruction or disposal that any of the Business Information proposed to be destroyed or disposed of be delivered to the other party, the first party shall promptly arrange for the delivery of such of the Business Information as is so requested, at the expense of the requesting party.

(c) Confidentiality. Each party shall hold, and shall use its reasonable best efforts to cause its Representatives to hold, in strict confidence, unless compelled to disclose by judicial or administrative process or at the direction of any self-regulatory organization or, upon the advice of its counsel, by other requirements of Law, all non-public information concerning the other party's assets, Liabilities, employees or businesses furnished it by the party or its Representatives in connection with the transactions contemplated under this Agreement (except to the extent that such information can be shown to have been (a) in the public domain through no fault of the party to which it was furnished or (b) later lawfully acquired on a non-confidential basis from other sources by the party to which it was furnished), and each party shall not, without the prior written consent of the party that furnished such information, release or disclose such information to any other Person, except its Representatives who have a need to know such information and whom such party has directed to abide by the provisions of this Section 12(c). Each party shall be responsible for any breach by its Representatives of the confidentiality provisions of this Section 12(c). Each party shall exercise the same care with respect to all non-public information concerning the other party's (or any of its Affiliate's) assets, Liabilities, employees or businesses furnished it by any such other party or its Representatives or otherwise in its possession as it takes to preserve confidentiality for its own similar confidential information.

13. Survival; Indemnification.

(a) Survival. The representations and warranties set forth in this Agreement, and the right to commence any claim with respect thereto, shall survive until the date that is eighteen (18) months from the date hereof; provided that the representations and warranties contained in Sections 8(a), (b), (c), (g) and Sections 9(a), (b), (c) and (g) shall survive indefinitely; and provided, further, that in the event written notice of any bona fide claim for indemnification under Section 13(b) or Section 13(c) shall have been given in accordance herewith within the applicable survival period setting forth in reasonable detail the nature of such claim (including a reasonable specification of the legal and factual basis for such claim), the representations and warranties that are the subject of such indemnification claim shall survive with respect to such claim until such time as such claim is fully and finally resolved. This Section 13 shall not limit any covenant or agreement of the parties hereto contained in this Agreement which by its respective terms contemplates performance after the Closing.

(b) Indemnification of Purchaser. Subject to the terms of this Section 13, from and after the Closing Date, Seller shall indemnify, defend, save and hold harmless Purchaser and its Affiliates (collectively, the "Purchaser Indemnified Parties") from and against any and all Losses resulting from, arising out of or related to (i) any breach of any representation or warranty of Seller set forth in this Agreement, (ii) the failure by Seller to perform timely any of its respective covenants or agreements contained in this Agreement, (iii) the Excluded Liabilities, (iv) without duplication of any amounts paid pursuant to Section 5(d) hereof or the Master Services Agreement, any Taxes attributable to any Pre-Closing Tax Period or (v) any noncompliance with applicable bulk sales or fraudulent transfer Requirements of Law in connection with the transactions contemplated by this Agreement; provide that the aggregate amount payable for all claims made under clause (i) shall not exceed in value in any event $6,000,000 (the "Cap"), and in cash or from the Common Stock Consideration at Seller's discretion, as provided in this Section 13(b); provided that, without limiting the Cap, Seller agrees to pay up to the first $2,500,000 of Losses that constitute Purchaser's out-of-pocket expenses resulting from such Losses or actual cash damages incurred by Purchaser ("Purchaser's Cash Loss Obligation"); provided further that, for Common Stock Consideration, Seller shall return to Purchaser that number of shares of the Common Stock Consideration equal the amount of such damages divided by the volume weighted average closing price of a share of Purchaser's common stock on the principal stock exchange on which it is traded for the ten (10) days ending on the trading day before shares of common stock are returned to the Purchaser, rounded to the nearest whole share.

(c) Indemnification of Seller. Subject to the terms of this Section 13, from and after the Closing Date, Purchaser shall indemnify, defend, save and hold harmless Seller and its Affiliates (collectively, the "Seller Indemnified Parties") from and against any and all Losses resulting from, arising out of or related to (i) any breach of any representation or warranty of Purchaser set forth in this Agreement, (ii) the failure by Purchaser to perform timely any of its respective covenants or agreements contained in this Agreement, (iii) the Assumed Liabilities or (iv) without duplication of any amounts paid pursuant to Section 5(d) hereof or the Master Services Agreement, any Taxes attributable to any Post-Closing Tax Period.

(d) Claims. Upon receipt by an Indemnified Party of notice of any action, suit, proceedings, claim, demand or assessment made or brought by a Third Party (each, a "Third Party Claim") with respect to a matter for which such Indemnified Party is indemnified under this Section 13 which has or is expected to give rise to a claim for Losses, the Indemnified Party shall promptly, in the case of a Purchaser Indemnified Party, notify Seller and in the case of a Seller Indemnified Party, notify Purchaser (Seller or Purchaser, as the case may be, the "Indemnifying Party"), in writing, indicating the nature of such Third Party Claim and the basis therefore.

(e) Defense of Third Party Claims. The Indemnifying Party shall have thirty (30) days after receipt of notice to elect, at its option, to assume and control the defense of, at its own expense and by its own counsel, any such Third Party Claim and shall be entitled to assert any and all defenses available to the Indemnified Party to the fullest extent permitted by applicable Law. If the Indemnifying Party shall undertake to compromise or defend any such Third Party Claim, it shall promptly notify the Indemnified Party of its intention to do so, and the Indemnified Party agrees to cooperate fully with the Indemnifying Party and its counsel in the compromise of, or defense against, any such Third Party Claim; provided, however, that the Indemnifying Party shall not settle, compromise or discharge, or admit any liability with respect to, any such Third Party Claim without the prior written consent of the Indemnified Party (which consent will not be unreasonably withheld or delayed), unless the relief consists solely of money Losses to be paid by the Indemnifying Party and includes a provision whereby the plaintiff or claimant in the matter releases the Purchaser Indemnified Parties or the Seller Indemnified Parties, as applicable, from all liability with respect thereto. The Indemnified Party and Indemnifying Party and their counsel shall cooperate in the defense of any Third Party Claim subject to this Section 13 and keep such Persons informed of all

developments relating to any such Third Party Claims, and provide copies of all relevant correspondence and documentation relating thereto. All costs and expenses incurred in connection with the Indemnified Party's cooperation shall be borne by the Indemnifying Party. In any event, the Indemnified Party shall have the right at its own expense to participate in the defense of such asserted liability. If the Indemnifying Party receiving such notice of a Third Party Claim does not elect to defend such Third Party Claim or does not defend such Third Party Claim in good faith, the Indemnified Party shall have the right, in addition to any other right or remedy it may have hereunder, at the Indemnifying Party's expense, to defend such Third Party Claim; provided, however, that the Indemnified Party shall not settle, compromise or discharge, or admit any liability with respect to, any such Third Party Claim without the written consent of the Indemnifying Party (which consent will not be unreasonably withheld or delayed).

(f) Actual Losses; Willful Misconduct. In determining the amount to which Indemnified Parties are entitled to assert a claim for indemnification pursuant to this Section 13, only actual losses, and not claims for lost profits or opportunity costs, shall be taken into account, and except in connection with a Third Party Claim in which damages are awarded to a Third Party, the parties waive any claim to punitive or special damages relating to claims against each other. Notwithstanding anything contained in this Agreement to the contrary, in no event shall any Indemnifying Party be obligated under this Section 13 to indemnify any Person otherwise entitled to indemnity hereunder in respect of any Losses that result from the willful misconduct, bad faith or negligent acts or omissions of such Person.

(g) Setoff. In addition to any rights of setoff or other similar rights that Purchaser or any of the other Purchaser Indemnified Parties have at common law or otherwise, Purchaser shall have the right to withhold and deduct any sum that is or Purchaser believes in good faith may be owed to any Purchaser Indemnified Party under this Section 13 from any amount otherwise payable by any Purchaser Indemnified Party to Seller.

(h) Remedies Exclusive. Except in cases of common law fraud, the remedies provided in this Section 13 shall be the exclusive monetary remedies (including equitable remedies that involve monetary payment, such as restitution or disgorgement, other than specific performance to enforce any payment or performance due hereunder) of the parties from and after the Closing in connection with any breach of a representation or warranty, or non-performance, partial or total, of any covenant or agreement contained herein.

(i) Effect of Investigation. The right to indemnification, payment of Losses or for other remedies based on any representation, warranty, covenant, obligation or agreement of Seller contained in or made pursuant to this Agreement shall not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the date the Closing occurs, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, obligation or agreement. The waiver of any condition to the obligation of Purchaser to consummate the transactions contemplated by this Agreement, where such condition is based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant, obligation or agreement, shall not affect the right to indemnification, payment of Losses or other remedy based on such representation, warranty, covenant, obligation or agreement.

14. Miscellaneous.

(a) Entire Agreement; Third Party Beneficiaries. This Agreement, together with all Schedules and Exhibits attached hereto, (a) constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and (b) are not intended to confer upon any Person other than the parties hereto any rights or remedies.

(b) Notices. All notices, requests and demands to or upon the respective parties hereto, and all statements and accountings given or required to be given hereunder, shall be made by personal service, or sent by certified mail, return receipt requested, postage prepaid, or by facsimile addressed as follows, or to such other address as may hereafter be designated in writing by the respective parties hereto, and shall be deemed received when delivered to the designated address (and only if confirmed if delivered by facsimile):

IF TO PURCHASER, TO:

View, Inc.
195 South Milpitas Blvd
Milpitas, CA 95035
Attn: General Counsel
Email: bill.krause@view.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1400
Palo Alto, CA 94301
Attn: Michael J. Mies
Email: Michael.mies@skadden.com

IF TO SELLER, TO:

RXR Urban Workplaces LLC
625 RXR Plaza
Uniondale, NY 11556
Attn: General Counsel

With a copy (which shall not constitute notice) to:

RXR Urban Workplaces LLC
625 RXR Plaza
Uniondale, NY 11556
Attn: Frank Pusinelli
And by email: amin@rxrrealty.com;
jflanagan@rxrrealty.com;
erechler@rxrrealty.com;

and

Fried, Frank, Harris, Shriver and Jacobson LLP
One New York Plaza
New York, NY 10004
Attn: Lee Parks, Esq.
And by email: lee.parks@friedfrank.com

(c) Transaction Liabilities. Except as otherwise specifically provided in this Agreement, all costs, expenses or other Liabilities incurred by the parties hereto in connection with this Agreement and the transactions contemplated hereunder shall be paid by the party incurring such costs, expenses or other Liabilities.

(d) No Waiver. No waiver by any party hereto of any breach of any covenant, agreement, representation or warranty hereunder shall be deemed a waiver of any preceding or succeeding breach of the same. The exercise of any right granted to any party herein shall not operate as a waiver of any default or breach on the part of the other parties hereto. Each and all of the several rights and remedies of any party hereto under this Agreement shall be construed as cumulative and no one right as exclusive of the others.

(e) Amendments. No change, modification, alteration, amendment or agreement to discharge in whole or in part, or waiver of, any of the terms and conditions of this Agreement, shall be binding upon any party, unless the same shall be made by a written instrument signed and executed by the authorized representatives of each party, with the same formality as the execution of this Agreement.

(f) Specific Performance. The parties agree that if for any reason any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached, immediate and irreparable harm or injury would be caused for which money damages would not be an adequate remedy. Accordingly, each party agrees that, in addition to any other available remedy at law or equity, each party shall be entitled to an injunction restraining any violation or threatened violation of the provisions of this Agreement without the necessity of posting a bond or other form of security. In the event that any Action should be brought in equity to enforce the provisions of this Agreement, no party will allege, and each party hereby waives the defense, that there is an adequate remedy at law.

(g) Governing Law. This Agreement and all claims and Actions arising from or relating to this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without reference to such State's principles of conflict of laws.

(h) Jurisdiction; Venue; Consent to Service of Process. Each of the parties hereto (a) consents to submit itself to the exclusive personal jurisdiction of the Delaware Chancery Court (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware in the event of any Action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (c) agrees that it will not bring any Action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Delaware Chancery Court or a federal court sitting in the State of Delaware. In any Action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each party irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such Action is brought in an inconvenient forum or that the venue of such Action is improper. Each of the parties also hereby agrees that any final and unappealable judgment against a party in connection with any such Action shall be conclusive and binding on such party and that such award or judgment may be enforced in any court of competent jurisdiction, either within or outside of the United States. A certified or exemplified copy of such judgment shall be conclusive evidence of the fact and amount of such judgment. Each party hereto irrevocably consents to service of process in the manner provided for the giving of notices pursuant to Section 14(b) of this Agreement. Nothing in this Section 14(h) shall affect the right of any party to serve process in any other manner permitted by applicable Law.

(i) Waiver of Jury Trial. To the fullest extent permitted by Law, each of the parties irrevocably waives all right to trial by jury in any Action or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement.

(j) Assignment; Successors and Assigns. No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each of the other parties hereto; provided, however, that Purchaser may assign all or any portion of their rights or obligations under this Agreement to a wholly-owned subsidiary thereof without the consent of any party hereto. Any attempted assignment in violation of the foregoing shall be null and void. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto, but any such assignment by any party hereto shall not relieve such assigning party of any of its obligations or agreements hereunder unless expressly agreed to in writing by each other party hereto in its sole discretion.

(k) Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

(l) Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed on its behalf by an authorized officer as of the date first above written.

VIEW, INC.

By: DocuSigned by: Rahul Bammi AFA32FC7BF4945A...

Name: Rahul Bammi
Title: Chief Business Officer

RXR URBAN WORKPLACES LLC

By: 

Name: Jason Barnett
Title: Authorized Person

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

Limited Guaranty of Purchaser's Cash Loss Obligation

RXR Realty LLC ("Realty") hereby, jointly and severally with Seller, for value received, absolutely, unconditionally and irrevocably guarantees Purchaser the payment in cash of the Purchaser's Cash Loss Obligation as provided in Section 13(b) of the Asset Purchase Agreement, between Purchaser and Seller, dated as of the date hereof, to which this Limited Guaranty is attached (the "APA"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the APA. This guaranty constitutes a guarantee of payment and performance when due and not of collection, and Realty specifically agrees that it shall not be necessary or required that Purchaser exercise any right, assert any claim or demand or enforce any remedy whatsoever against Seller before or as a condition to the obligations.

Realty hereby represents and warrants to Purchaser those representations and warranties contained in Section 8(a) through 8(f) of the APA as if Realty were the "Seller" and "Agreement" were this Limited Guaranty of Purchaser's Cash Loss Obligation.

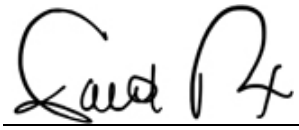
RXR Realty LLC

By: _____

Its: _____

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

RXR REALTY LLC

By: 

Name: Scott Rechler
Title: Authorized Person

[Signature Page to Limited Guaranty – APA]

EXHIBIT C

DEFINITIONS

1. Certain Terms. The following terms shall have the following meanings:

"Action" means any suit, claim, action, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such first Person. The term "control" (including its correlative meanings "controlled by" and "under common control with") shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Benefit Plan" means: (i) each "employee benefit plan," as such term is defined in Section 3(3) of ERISA, including without limitation, each "employee pension benefit plan" (as defined in Section 3(2) of ERISA) and each "employee welfare benefit plan" (as defined in Section 3(1) of ERISA) and (ii) each other incentive, bonus, employment, consulting, performance award, phantom equity, stock or stock-based award, deferred compensation, pension, profit sharing, retirement, post-retirement, employment, consulting, severance, termination, change in control, retention, supplemental retirement, vacation or other paid-time off, sickness, life or other insurance, disability, welfare, fringe benefit and similar contract, agreement, plan, program, policy or arrangement that is entered into, sponsored, contributed to or maintained (or required to be contributed to or maintained) by Seller or any of its subsidiaries or Affiliates (or to which Seller or its subsidiaries or Affiliates is a party) in which any current or former Employee participates or to which any Employee is subject or party.

"Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the City of Milpitas, State of California.

"Collective Bargaining Agreement" means any labor agreement, collective bargaining agreement, works council agreement, or any other labor-related agreement or arrangement, whether written or oral, with any labor or trade union, labor organization, works council or other authorized labor representative.

"Employee" or "Employees" means (a) each person who as of immediately prior to the Closing is an active employee of the Business, including employees on vacation or on a regularly scheduled day off from work (including for jury service or military service duty); and (b) each employee of the Business who is on short-term disability, long-term disability or leave of absence as of immediately prior to the Closing.

"Encumbrance" means any charge, claim, mortgage, lien, option, pledge, right of first offer or refusal, security interest or other similar restriction.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the related regulations and published interpretations.

"Excluded Assets" means all of the contracts, agreements or other assets that are not Purchased Assets.

"Excluded Liabilities" means all Liabilities that are not Assumed Liabilities.

"Governmental Authority" means any United States or foreign federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

"Indemnified Party" means any Person who is entitled to receive indemnification pursuant to this Agreement.

"knowledge" means the actual knowledge of the officers, as such individuals would have acquired in the exercise of a reasonable inquiry of direct reports, of the Seller or Purchaser, as applicable.

"Law" means any law (including common law), order, writ, judicial decision, injunction, decree, judgment, statute, treaty, rule, regulation, ordinance or code.

"Legal Proceeding" means any action, cause of action, claim, demand, charge, litigation, suit, investigation, grievance, citation, summons, subpoena, inquiry, audit, hearing, originating application to a tribunal, arbitration or other similar proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise.

"Liabilities" means, with respect to any Person, any and all liabilities and obligations of such Person, whether fixed, contingent or absolute, accrued or unaccrued, known or unknown, reflected on a balance sheet (or in the notes thereto) or otherwise, including those arising under any law or action, and those arising under any contract, commitment or undertaking, and including tax liabilities.

"Lock-Up" means the earlier of (i) five (5) years from the date hereof, (ii) when Purchaser's Class A common stock closing price sixty (60)-day trailing average reaches $50.00 per share and (iii) when Purchaser undergoes a Fundamental Transaction (as defined in the Warrant Agreement, by and between Purchaser and Seller, dated as of the date hereof).

"Losses" means any and all losses, Liabilities, claims, damages, obligations, payments, costs and expenses (including all Liabilities, costs and expenses of any and all Actions, demands, assessments, judgments, settlements and compromises relating thereto and reasonable attorneys' fees and expenses in connection therewith) suffered or incurred by an Indemnified Party.

"Person" means any natural person or any corporation, association, partnership, joint venture, limited liability, joint stock or other company or trust.

"Personal Information" means information that identifies, relates to or could reasonably be linked, directly or indirectly, with a particular individual, or household (including an individual's combined first and last names, home address, telephone number, email address, social security number, driver's license number, passport number and credit card or other financial information) and any information defined as "personal data," "personal information," "nonpublic personal information," or other similar terms as defined by applicable Privacy Laws.

"Post-Closing Tax Period" means any taxable period beginning on or after the Closing Date and the portion of any Straddle Period beginning on or after the Closing Date.

"Pre-Closing Tax Period" means any taxable period ending before the Closing Date and the portion of any Straddle Period ending before on the Closing Date.

"Purchased Assets" means the assets set forth on Schedule 2 and Exhibit D.

"Representative" means, with respect to any Person, such Person's Affiliates and its and their respective directors, officers, partners, members, employees and other representatives, advisors and agents.

"Requirement of Law" means, with respect to any Person, any Law, judgment, order, decree, injunction of (or an agreement with) a Governmental Authority (including any memorandum of understanding or similar arrangement with any Governmental Authority), in each case binding on that Person or its property or assets.

"Return" means any return, declaration, report, statement, information statement and other document filed or required to be filed with any Tax Authority with respect to Taxes.

"Software" means all (a) computer programs, including any software implementations of algorithms, models and methodologies, whether in source code or object code form, (b) databases and compilations, including any data and collections of data, whether machine readable or otherwise, and (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons.

"Straddle Period" means any taxable period beginning on or prior to and ending after the Closing Date.

"Tax Action" means any claim, action, suit, complaint, arbitration, audit, investigation, review, assessment, notice of deficiency or other proceeding relating to any Tax or Return by or before any Tax Authority.

"Tax Authority" means any Governmental Authority responsible for the imposition, determination or collection of any Tax or the audit, investigation or review of any Return.

"Taxes" means any and all taxes of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed, assessed, or collected by or under the authority of any Tax Authority, including any income, franchise, windfall or other profits, gross receipts, property, capital gains, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth taxes and taxes in the nature of an excise tax, withholding tax, ad valorem tax, business tax, transfer tax, stamp tax, estimated tax, surtax or value added tax.

"Third Party" means any Person other than Purchaser, Seller or any of their respective Affiliates, designees or assignees.

2. Interpretation. Unless otherwise indicated to the contrary in this Agreement by the context or use thereof: (a) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole and not to any particular Section or paragraph hereof; (b) words importing the masculine gender shall also include the feminine and neutral genders, and vice versa; (c) words importing the singular shall also include the plural, and vice versa; and (d) the word "including" means "including without limitation." No provisions of this Agreement shall be interpreted or construed against any party hereto solely because such party or its legal representative drafted such provision.

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

VIEW, INC.
COMMON STOCK PURCHASE WARRANT

Initial Issuance Date: December 1, 2021

THIS COMMON STOCK PURCHASE WARRANT (this "Warrant") certifies that, for value received, RXR Urban Workplaces LLC or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the earliest of (x) (i) the fifth anniversary of the date hereof, (ii) the date View, Inc. Class A common stock's closing price 60-day trailing average reaches $50.00 per share (as the same may be adjusted as provided below, the "Target Price"), (the "Scheduled Initial Exercise Date") or (iii) the date of an Early Exercise Event (as defined below) (such earlier date, the "Initial Exercise Date") and (y) on or prior to 11:59 p.m. (New York City time) on December 1, 2031 (the "Termination Date") but not thereafter, to subscribe for and purchase from View, Inc., a Delaware corporation (the "Company"), 1,000,000 shares of the Company's Class A common stock, par value $0.0001 per share (the "Common Stock") (as subject to adjustment hereunder, the "Warrant Shares"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price (defined below) as adjusted herein.

Section 1. Definitions. For purposes of this Warrant, the following capitalized terms have the meanings assigned to them in this Section 1:

(a) "Business Day" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the City of Milpitas, State of California.

(b) "Early Exercise Event" means the earliest to occur of (i) the two business days prior to the date the Common Stock ceases to be admitted for trading on the New York Stock Exchange or the NASDAQ Stock Market or (ii) fifteen (15) business days before the scheduled closing date of any Fundamental Transaction.

(c) "Governmental Authority" means any United States or foreign federal, state, provincial or local government or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of any such government or political subdivision, and any supranational organization of sovereign states exercising such functions for such sovereign states.

(d) "Law" means any law (including common law), order, writ, judicial decision, injunction, decree, judgment, statute, treaty, rule, regulation, ordinance or code.

(e) "Person" means any natural person or any corporation, association, partnership, joint venture, limited liability, joint stock or other company or trust.

(f) "Taxes" means any and all federal, state, local, foreign or other taxes imposed by any Governmental Authority, including all income, gross receipts, license, payroll, recapture, net worth, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs, duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, governmental charges, duties, levies and other similar charges imposed by a Governmental Authority in the nature of a tax, alternative or add-on minimum, or estimated taxes, and including any interest, penalty, or addition thereto.

(g) "Trading Day" means a day on which the Common Stock is traded on a Trading Market (defined below) or, if the Common Stock is not traded on a Trading Market, then on the principal securities exchange or securities market on which the Common Stock is then traded.

(h) "Trading Market" means, the New York Stock Exchange or any tier of The Nasdaq Stock Market.

(i) "VWAP" means, for any date, the price determined by the first of the following clauses that applies: (i) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (ii) if the Common Stock is not then listed on a Trading Market or quoted for trading on the OTC Bulletin Board and if prices for the Common Stock are then reported in the "Pink Sheets" published by OTC Markets Group Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (iii) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Company and reasonably acceptable to the Holder, the fees and expenses of which shall be paid by the Company.

Section 2. Exercise.

(a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"); provided, that, upon delivery of a Notice of Exercise within two (2) Trading Days following the date of exercise as aforesaid, subject to the cashless exercise procedure specified in Section 2(c) below being specified in the applicable Notice of Exercise, the Holder shall deliver the aggregate Exercise Price for the shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank, or where permitted by law and provided that a public market for the Common Stock exists, through a "same day sale" commitment from the Holder and a broker-dealer that is a member of the Financial Industry Regulatory Authority of Securities Dealers (a "FINRA Dealer"), whereby the Holder irrevocably elects to exercise this Warrant and to sell a portion of the Warrant Shares so purchased to pay for the Exercise Price directly to the Company. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and this Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Business Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $10.00, subject to adjustment hereunder (the "Exercise Price").

(c) Cashless Exercise. This Warrant may be exercised, in whole or in part, by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = the volume weighted average of the VWAP on each of the five Trading Day immediately preceding the date on which the Holder elects to exercise this Warrant by means of a "cashless exercise," as set forth in the applicable Notice of Exercise;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

(d) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Company's transfer agent (the "Transfer Agent") to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system ("DWAC") if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner of sale limitations pursuant to Rule 144 under the Securities Act (assuming cashless exercise of this Warrant), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Notice of Exercise by the date that is three Trading Days after the latest of (A) the delivery to the Company of the Notice of Exercise, (B) surrender of this Warrant (if required), and (C) payment of the aggregate Exercise Price as set forth above, including by means of a "cashless exercise" (such date, the "Warrant Share Delivery Date"). The Warrant Shares shall be deemed to have been issued, and the Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date this Warrant has been exercised, with payment to the Company of the Exercise Price and all Taxes required to be paid by the Holder, if any, pursuant to Section 2(d)(v) prior to the issuance of such shares, having been paid.

(ii) Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant certificate evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii) Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise which right shall not impair the right of the Holder to sue for reasonably foreseeable damages if the Holder does not elect to rescind.

(iv) No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

(v) Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which Taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that, in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form, attached hereto of Exhibit B, duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer and other Taxes incidental thereto.

(vi) Withholding. Notwithstanding any other provision of this Warrant, Company, Transfer Agent, and their respective representatives, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Warrant any such Taxes as may be required to be deducted and withheld from such amounts (and any other amounts treated as paid for applicable Tax Law) under the Internal Revenue Code of 1986, as amended ("Code") or any other applicable Tax Law (as determined in good faith by the party so deducting or withholding in its sole discretion). To the extent that any amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Warrant as having been paid to the Person in respect of which such deduction and withholding was made.

(vii) Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

Section 3. Certain Adjustments.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price and the Target Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

(b) Pro Rata Distributions. If the Company, at any time while this Warrant is outstanding, shall distribute to all holders of Common Stock (and not to the Holder) evidences of its indebtedness or assets (including cash and cash dividends) or rights or warrants to subscribe for or purchase any security, then in each such case the Exercise Price and the Target Price shall be adjusted by multiplying the Exercise Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction of which the numerator shall be such volume weighted average of the VWAP on each of the five trading days preceding such record date less the then per share fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of Common Stock as determined by the Board of Directors of the Company in good faith, and of which the denominator shall be the volume weighted average of the VWAP on each of the five trading days preceding the record date mentioned above. In either case the adjustments shall be described in a statement provided to the Holder of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

(c) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder, the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction. For purposes of any such exercise, the determination of the Exercise Price

shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction.

(d) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

(e) Notice to Holder.

(i) Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall, at the request of the Holder, promptly compute such adjustment, in good faith, in accordance with the terms of this Warrant, and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number or type of Warrant Shares or other securities issuable upon exercise of this Warrant (as applicable) and setting forth a brief statement of the facts requiring such adjustment. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder.

(ii) Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of its assets, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by email to the Holder at its last email address as it shall appear upon the Warrant Register (defined below) of the Company, at least 10 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of its subsidiaries, the Company shall simultaneously file such notice with the U.S. Securities and Exchange Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

Section 4. Transfer of Warrant.

(a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, prior to the Initial Exercise Date, solely to one or more of (i) RXR Realty LLC and/or its successors whether by way of merger, business combination, sale of assets or reincorporation, consolidation, recapitalization, liquidation, amalgamation, or similar transactions or otherwise or (ii) one of its subsidiaries or an entity under the control ("control" as defined in the Asset Purchase Agreement, dated December 1, 2021, by and between the Company and the Holder) of any one or more of Jason Barnett, Scott Rechler or Michael Maturo (each a "Permitted Assignee") and on or after the Initial Exercise Date, any Person, upon surrender of this Warrant at the

principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. This Warrant, if properly assigned in accordance herewith, may be exercised by a prior to the Initial Exercise Date, any Permitted Assignee and on or after the Initial Exercise Date, any Person for the purchase of Warrant Shares without having a new Warrant issued. Notwithstanding any other provision of this Warrant, any assignment or transfer of this Warrant to any party that is not a United States person within the meaning of section 7701(a)(30) of the Code shall be void *ab initio*.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the initial issuance date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

(d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144 under the Securities Act, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, provides to the Company a customary certificate, the form and substance of which certificate shall be reasonably satisfactory to the Company, to the effect that the transfer of this Warrant does not require registration under the Securities Act.

Section 5. Representations. By accepting this Warrant, and in connection with the offer and delivery of this Warrant and the acquisition of shares of Common Stock upon the exercise of this Warrant, Holder makes the following representations:

(a) Purchase for Own Account. Holder is acquiring the Warrant and Warrant Shares for its own account, not as nominee or agent, for investment and not for, with a view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the Securities Act. Holder does not presently have any contract, undertaking or agreement with any person to sell, transfer or grant participation rights to such person or to any other person with respect to the Warrant or any of the Shares of Common Stock acquired by Holder hereunder. Holder has not been organized solely for purposes of acquiring the Warrant or the shares of Common Stock.

(b) Restricted Securities. Holder understands that the Warrant and the Shares of Common Stock to be acquired upon the exercise of the Warrant are being offered and sold to it in reliance upon specific exemptions from the registration requirements of the Securities Act and state securities laws and that the Company is relying upon the truth and accuracy of, and Holder's compliance with, the representations, warranties, agreements, acknowledgments and understandings of Holder set forth herein in order to determine the availability of such exemptions and the eligibility of Holder to acquire the Warrant and Shares of Common Stock. Holder understands that the Shares of Common Stock, when issued, shall be "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws the Shares may be resold without registration under the Securities Act only in certain limited circumstances. Consequently, Holder may have to bear the risk of owning the shares for an indefinite period of time. Holder is familiar with Rule 144 under the Securities Act as presently in effect.

(c) Holder Status. At the time Holder was offered this Warrant, it was, and as of the date of this Warrant is, an "accredited investor" as defined in Regulation D, Rule 501(a), promulgated under the Securities Act.

(d) Knowledge and Experience of Holder. Holder has such knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the prospective investment in the Shares of Common Stock to be acquired upon exercise of the Warrant, and has so evaluated the merits and risks of such investment. Holder has had the opportunity to review the Company's documents filed with the U.S. Securities and Exchange Commission and to ask questions of, and receive answers from, the officers of the Company concerning the Company, including its financial condition, results of operation and prospects, and the terms and conditions of the Shares issuable upon the exercise of the Warrant sufficient to enable it to evaluate its investment. Holder has received all of the information it considers necessary or appropriate for deciding whether to acquire the Shares to be acquired upon any exercise of the Warrant. Holder understands that its acquisition of any Shares issuable upon the exercise thereto involves a significant degree of risk. Holder understands that the market price of the Common Stock has been volatile and that no representation is being made as to the future value of the Common Stock. Holder is able to bear the economic risk of acquiring the Shares of Common Stock to be acquired upon exercise of the Warrant, and is able to afford a complete loss of such acquisition. Holder has sought, or has had the opportunity to seek, such tax advice as Holder has considered necessary regarding the U.S. federal income tax consequences of the exercise of the Warrant. Holder acknowledges that the Holder shall be responsible for any of the Holder's tax liabilities that may arise upon any exercise of the Warrant, and that the Company has not provided any tax advice or any other representation or guarantee regarding the tax consequences of the exercise of the Warrant.

(e) Legend. Holder understands that, until such time as a registration statement has been declared effective or the Shares issuable upon exercise of the Warrant may be sold pursuant to Rule 144 under the Securities Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, the certificates evidencing the Shares of Company Common Stock will bear with one or all of the following restrictive legends:

(i) THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; and

(ii) any legend required by the securities laws of any state.

(f) Affiliate Status. Holder is not an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company and has not been an "affiliate" (as defined in Rule 144 under the Securities Act) of the Company within the three months immediately preceding the issuance of this Warrant.

Section 6. Miscellaneous.

(a) No Rights as Stockholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting any rights of a Holder to receive Warrant Shares on a "cashless exercise" pursuant to Section 2(c) or to receive cash payments pursuant to Section 2(d)(i) and Section 2(d)(iv) herein, in no event shall the Company be required to net cash settle an exercise of this Warrant.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares. The Company covenants that, during the period this Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all Taxes, liens and charges created by the Company in respect of the issue thereof (other than Taxes in respect of any transfer occurring contemporaneously with such issue).

(e) Governing Law; Venue. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to the principles of conflict of laws thereof. Each party agrees that all legal proceedings concerning the interpretation, enforcement and defense of this Warrant shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Warrant. If any party shall commence an action or proceeding to enforce any provisions of this Warrant, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

(f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

(g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered as follows:

If to View, Inc.:
View, Inc.
195 South Milpitas Blvd
Milpitas, CA 95035
Attn: General Counsel
Email:

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1400
Palo Alto, CA 94301
Attn: Michael J. Mies
Email: Michael.mies@skadden.com

If to Holder:
RXR Urban Workplaces LLC
625 RXR Plaza
Uniondale, NY 11556
Attn: General Counsel

With a copy (which shall not constitute notice) to:

RXR Urban Workplaces LLC
625 RXR Plaza
Uniondale, NY 11556
Attn: Frank Pusinelli
And by email: amin@rxrrealty.com
jflanagan@rxrrealty.com
erechler@rxrrealty.com

and

Fried, Frank, Harris, Shriver and Jacobson LLP
One New York Plaza
New York, NY 10004
Attn: Lee Parks, Esq.
And by email: lee.parks@friedfrank.com

(i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

(k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder; provided, however, that any assignment or transfer of this Warrant to any party that is not a United States person within the meaning of section 7701(a)(30) of the Code shall be void *ab initio*. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

(m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

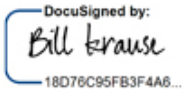
(n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

VIEW, INC.

By: 

Name: Bill Krause
Title: SVP, General Counsel

[SIGNATURE PAGE TO COMMON STOCK PURCHASE WARRANT]

NOTICE OF EXERCISE

To: **VIEW, INC.**

(1) The undersigned hereby elects to purchase _____ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

[ ] in lawful money of the United States; or

[ ] if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

The Warrant Shares shall be delivered to the following DWAC Account Number:

_____
_____
_____

(4) Accredited Investor. The undersigned is an "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended.

[SIGNATURE OF HOLDER]

Name of Investing Entity:
Signature of Authorized Signatory of Investing Entity:
Name of Authorized Signatory:
Title of Authorized Signatory:
Date:

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: _____
(Please Print)

Address: _____
(Please Print)

Phone Number: _____

Email Address: _____

Dated: _____ __,____

Holder's Signature:

Holder's Address: