

## EXHIBIT B

### CONSTRUCTION OF TENANT IMPROVEMENTS

(Tenant Not Currently in Occupancy, Landlord to Renovate; Tenant to Pay for Improvements)

Landlord has agreed to construct Tenant Improvements with respect to the Premises in accordance with the attached space plan known as Exhibit B1. Tenant, at its sole cost, agrees to pay for the cost of said Tenant Improvements. Payments shall be made in accordance with the Landlord's Cost Estimate and Payment to Vendors per Paragraph 3 e. below. Such Tenant Improvements are described on Exhibit B-1 and in the Final Plans (as defined below) and the following terms and conditions shall govern:

**1. Lease Commencement Date and Rent Commencement Date.** The Term shall begin on the first to occur of: (i) December 1, 2019; or (ii) Delivery Date, as defined below (such earlier date being the "Lease Commencement Date"), and rent shall commence on the date that is one hundred twenty (120) days after the Lease Commencement Date (the "Rent Commencement Date"). Tenant may occupy the Premises on the Delivery Date, that date being the date that both of the following have occurred: (a) Tenant has received written notice from the Architect that construction of the Tenant Improvements has been substantially completed in accordance with the approved Final Plans; and (b) if required by Applicable Law, the City or County, as applicable, has issued a certificate of occupancy, temporary certificate of occupancy or other occupancy permit that authorizes the opening of the Premises for business to the public (as applicable, the "Occupancy Permit").

**2. Delay in Possession.** Landlord agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Tenant by December 1, 2019. If, despite said efforts, Landlord is unable to deliver possession by such date due to causes solely within Landlord's control on Unavoidable Delays, and not due to a Tenant Delay, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, but it shall advance the Lease Commencement Date, Rent Commencement Date and Expiration Date day for day for each day of delay. If the delay is due to causes solely within Landlord's control, Tenant will not be obligated to pay Rent or perform its other obligations until the Rent Commencement Date and any period of rent abatement that Tenant would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Tenant would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Tenant. Landlord and Contractor will be entitled to extensions of time for performance, if performance is prevented, delayed, retarded or hindered by acts of God, weather of unusual severity, fire, earthquake, flood, explosion, action of the elements, malicious mischief, inability to procure or general shortage of labor, services, materials, equipment, facilities, or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, public requisition, laws, orders of government or civil or defense authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Landlord (collectively referred to as "Unavoidable Delays"). If any Unavoidable Delays occur during the course of performing the Work, the dates set forth above in this Paragraph 2 shall be increased each time by a number of days equal to the number of days of each such delay. The Lease Commencement Date and the Rent Commencement Date will not be delayed or extended if the delay is a result of Tenant Delay (as defined below). If Landlord shall be delayed in completing the Work as a result of: (i) Tenant's request for materials, finishes or installations other than Building standard; or (ii) Tenant's changes in the Final Plans; or (iii) Tenant's failure to approve the plans and specifications or the estimate of

construction costs in a timely manner pursuant to the provisions hereinabove set forth; or (iv) the performance of Work by a person, firm or corporation employed by Tenant and delays in the completion of said Work by said person, firm or corporation, then, Tenant agrees to pay to Landlord, a sum equal to any additional cost to Landlord in completing Landlord's construction resulting from any of the foregoing failures, acts or omissions of Tenant. Any such sums may be collected by Landlord as Additional Rent, from time to time, upon demand, whether or not the Term shall have commenced and in the event of the default in payment thereof, Landlord shall (in addition to all other remedies) have the same rights as in the event of default in payment of Rent. All such delays in this Section 2 shall be "Tenant Delays" and shall not cause any extension or delay of the Lease Commencement Date.

3. **Tenant Improvements.**

- a. **Tenant Improvements.** Landlord, or its managing agent, agrees to cause the Tenant Improvements to be substantially in accordance with the Final Plans in a good and workmanlike manner. Landlord with the consent, endorsement and approval of Tenant has agreed to hire ID Architecture or a similar Architect (the "Architect") to create the space plan and construction drawings after Tenant's approval of Architect's cost for the Leased Premises. Landlord with the consent, endorsement and approval of Tenant will hire a general contractor ("Contractor") to construct and complete the Tenant Improvements. Landlord and Tenant have approved Envision Construction and Design, Inc., and also WCI GC to provide bids for the construction of the Tenant Improvements. Landlord and Tenant will also approve two other general contractors to provide bids for the construction of the Tenant Improvements. The contractor that provides the bid accepted by Landlord and Tenant will be the Contractor and its contract will be the "TI Contract". Unless Landlord and Tenant otherwise agree, after approval of Final Plans, Landlord agrees to use its best efforts to select the contractor with an acceptable bid and the proper credentials to perform the Work required (unless Tenant elects to accept a different bidding contractor by written notice to Landlord, in which event Landlord shall select such contractor). "Total Project Cost" is equal to the hard and soft costs incurred in connection with the Work, including design fees and other fees paid to the Architect and the total costs under the TI Contract. The "Work" is the labor and material to be provided pursuant to the TI Contract including the Tenant Improvements.
- b. **Final Plans.** Landlord shall cause the Architect to submit to Tenant for its review and approval, which approval shall not be unreasonably withheld, final working drawings and/or specifications (the "Final Plans") for the Tenant Improvements. Tenant shall either approve or disapprove the Final Plans, in writing, within 10 days after receipt thereof. The cost of the preparation of all Plans shall be paid out of the Escrowed Funds. Plans shall include, but not be limited to, demolition plans, the location of all interior partitions doors, electrical switches and outlets and telephone outlets; reflected ceiling plan showing the location of all lights, fans, diffusers, and vents, electrical outlets, plumbing and mechanical plans; floor and wall coverings; signs and such other items as may be necessary or desirable to allow Landlord to obtain accurate bids on, and to accurately determine the cost to complete the installation of all such Work shown on the Final Plans. Plans shall be designed to and shall be consistent extensions of the building standard plans regarding, among other things, the location, type and layout of the electrical, plumbing, structural and mechanical systems, equipment and facilities serving the Premises. Any review and approval of any proposed plans or Final Plans by Landlord are solely for purposes of

determining, in Landlord's sole opinion, whether or not plans are compatible with the function, design, capacity and layout of the mechanical, structural, electrical and plumbing systems, facilities and equipment located in the Building. Landlord shall not be liable in any way whatsoever to Tenant or to any other person for the performance, design or quality of the Work, for its failure to comply with Applicable Laws or for the utility or functional aspects of the Work. If Tenant disapproves the Final Plans, Tenant shall specify in reasonable written detail the proper reasons therefor and, Architect shall revise and resubmit the Final Plans accordingly. This process shall continue until Tenant approves the plans. If Tenant does not disapprove the Final Plans within such 10-day period, as evidenced by written notice to Landlord, Tenant shall be deemed to have approved the Final Plans. The Tenant Improvements shall be performed substantially in accordance with the Final Plans and in a good and workmanlike manner.

- c. **Governmental Approvals.** Landlord shall be responsible for using good faith efforts to obtain: (i) approval of the Final Plans by any applicable local permitting Authorities and (ii) any necessary locally issued Occupancy Permit for the Premises. Tenant shall reasonably cooperate with Landlord in obtaining such approvals and permits. In no event will Landlord be required to obtain any approvals, licenses or permits of any type, including conditional use permits (collectively, "Specialty Permits") that are required because of Tenant's particular use of the Premises. Should any Specialty Permits be required, these shall be the responsibility of Tenant, at Tenant's cost, to obtain.
- d. **Improvement Cost Responsibility.** Tenant shall be solely responsible for all costs and expenses incurred in the design, permitting, construction and completion of Tenant Improvements to the Premises.
- e. **Cost Estimate, Escrow Service, and Payment to Vendors.** Landlord's estimate for the entire cost of the design and construction of the Tenant Improvements is \$2,400,000, or approximately \$100.00 per rentable square foot, the "Tenant Improvement Cost Estimate". Tenant, within 15 business days after signing this Lease, shall deposit \$550,000 with Bay Area Escrow Services, (the "Escrow Service"), attention: Patsy Mercado. Bay Area Escrow Services is located at 2817 Crow Canyon Road, Suite 102, San Ramon, CA 94583. Tel: (925) 831-9099; and Fax: (925) 831-0355. Within 30 days of the written approval of the TI Contract by Landlord and Tenant, Tenant shall deposit the necessary funds in the full amount of the TI Contract with the Escrow Service. Funds held by the Escrow Service will be referred to herein as the "Escrowed Funds".

The Escrow Service will disburse Escrow Funds to Landlord as requested by Landlord and approved, in writing, by Tenant, with the funds to be used solely to pay vendors who perform the Tenant Improvement Work (i.e. Architect, Contractor, engineers, etc.). In order to obtain funding of Escrowed Funds, the parties must do the following: (A) Landlord will provide reasonable detail as to the Work to be paid out of the progress payment, accompanied by an invoice from the vendors; (B) Tenant shall validate and authorize the progress payment, in writing and promptly so that the Contractor and any other vendor covered in the request for payment may be timely paid in accordance e with their respective

contracts with Landlord (C) Escrow Service shall disburse Escrowed Funds to Landlord and; (D) Landlord shall pay vendor(s). This process shall repeat based on completion and progress of Work until the Tenant Improvements have been substantially completed and paid for.

Should there be inadequate Escrowed Funds to complete the Tenant Improvements, Landlord shall advise Tenant of the need for increased funding, and Tenant shall promptly fund the requested amount to the Escrow Service. Should there be funds left over after final completion of the Tenant Improvements by Landlord, Landlord shall refund the balance of the funds to Tenant. Tenant shall be responsible for the cost of the Escrow Service fees associated with managing this disbursement process.

f. **Change Orders.** After commencement of the Work by Contractor, but before commencement of any changes to the Final Plans, such changes to the Final Plans and the cost thereof (either deductive or additional) shall be mutually agreed upon in writing by both Landlord and Tenant and the cost of the Work shall be adjusted accordingly. No changes to the Work will be performed without written approval from Landlord and Tenant. Tenant shall comply with all of Landlord's requirements (as to submittals, details, costs figures, cooperation, and any other item and procedure) as to each such request for a change to Final Plans. If any change results in an increase in the cost of Work in excess of the Total Project Cost, an amount of money equal to such increase shall be paid to Landlord simultaneously with the approval of such change by Landlord and Tenant. Landlord shall have no obligation to commence the construction of any such change to the Work of the change order, unless and until Landlord has received payment in full from Tenant for the estimated cost of such change. If, in Landlord's opinion, any change will prevent Landlord from completing the Work within the number of days set forth in Paragraph 1 of this Exhibit, then such number of days shall be increased by a number of days which shall be sufficient (and which number of days shall be deemed a "Tenant Delay"), in Landlord's reasonable estimation, to allow completion of the Work and such change.

g. **Quality Control.**

(1) Landlord shall receive and forward, as requested by Tenant, shop drawings, material samples and other information relevant to the planning of the Tenant Improvements and Architect will make recommendations as to approval or disapproval and, where substitutions are proposed, Architect will make recommendations as to their suitability. Final approval authority shall rest with Tenant, who shall not unreasonably withhold, condition or delay approval.

(2) In addition to Tenant's quality inspection, Architect will provide construction surveillance and quality assurance inspection of all phases of the Work.

(3) Landlord shall schedule and conduct pre-final and final inspections and, in conjunction with Architect and Tenant, develop punch lists and for Contractor completion.

(4) Tenant and Architect shall arrange for and conduct required regulatory inspections and Architect will provide “as built” drawings for any Tenant Improvements constructed hereunder.

(5) Tenant hereby appoints Zahra Noorivaziri and Julia Dozier as the authorized representative of Tenant for purposes of dealing with Landlord, Architect and Contractor with respect to all matters involving, directly or indirectly, the Final Plans and Work including without limitation, change orders to Final Plans (the "Tenant's Representative"). Tenant hereby warrants and represents to Landlord that the Tenant's Representative has the requisite power and authority to deal with Landlord in the manner contemplated herein and that Tenant shall be bound by the acts and omissions of the Tenant's Representative.

(6) Any approval by Landlord or consent by Landlord to any plans, specifications or other items to be submitted to and/or reviewed by Landlord pursuant to this Lease (whether or not such plans, specifications or other items relate to Work to be performed by Landlord, the Contractor or Tenant) shall be deemed to be strictly limited to an acknowledgment of approval or consent by Landlord thereto. Such approval or consent shall not constitute the assumption of any responsibility by Landlord for the accuracy, sufficiency or feasibility of any plans, specifications or other such items, or the suitability or fitness of any matter described in such plans, specifications or other items for any particular use or purpose. Any approvals by Landlord shall not imply any acknowledgment, representation or warranty that the design is safe, feasible, structurally sound or will comply with any legal or Applicable Laws. In cases of dispute between Landlord and Tenant with regard to completion of any Punchlist Item, the sole discretion will lie with the Architect.

h. **Landlord as Warrantor with Respect to Work or Final Plans.** Landlord has agreed to facilitate the Work and become the intermediary between the Tenant, on the one hand and the Architect and Contractor on the other hand. It is agreed that Landlord will have no direct or indirect liability to Tenant for or arising out of: (i) defects in the Final Plans or the Work; (ii) for cost overruns under the TI Contract; (iii) any default or failure of performance by the Architect or the Contractor; or (iv) any delays in performance of the Work, unless such defect, default, delay or failure of performance is as a direct result of the gross negligence or willful misconduct of the Landlord. Contracts with the Contractor and the Architect will provide that all obligations, warranties and representations of the Contractor and Architect, as applicable, will run directly to the Tenant and to the Landlord, that each of Tenant and Landlord are direct beneficiaries of such obligations, representations and warranties and that either may enforce obligations, representations and warranties under the respective contracts. Landlord may, but will have no obligation to, enforce obligations, representations or warranties of the Architect or Contractor and a default by either of the Contractor or the Architect will not excuse performance by Tenant under the Lease.

i. **Inspection by Tenant.**

(1) Tenant and Tenant's Representatives shall at all times have free access to the Premises for inspection purposes so long as the same does not interfere with the performance of Work; provided, however, Landlord shall have the right to restrict Tenant and Tenant's Representatives from the Premises for safety purposes. In addition, if the Final Plans or any applicable Authority requires any of the Tenant Improvements to be inspected, tested or approved, Tenant may observe such inspection, testing or approval.

(2) If Tenant wishes to observe the inspections, tests or approvals required hereby, it must do so on the dates scheduled by Landlord therefor or will be deemed to have waived the right to do so.

j. **Completion.**

(1) Contractor shall complete the construction of the Tenant Improvements with reasonable diligence after obtaining any necessary building permits. The term "completion" or words of similar import as used with reference to the Tenant Improvements are hereby defined as the substantial completion of the construction of the Tenant Improvements in accordance with the approved Final Plans so that Tenant can lawfully occupy and use the Premises for the purpose for which they are intended, subject to mutually agreed upon punch list items, and, if required, the City or County, as applicable, has made a final field inspection and has issued the Occupancy Permit for the Premises.

(2) Landlord shall use commercially reasonable efforts to cause the Contractor to complete the Tenant Improvements by December 1, 2019 (hereinafter "Estimated Completion Date"). If the Tenant Improvements are not completed by the Estimated Completion Date, this Lease shall not be rendered invalid, nor shall the Lease Commencement Date, or Rent Commencement Date be adjusted, but rather Landlord shall use commercially reasonable efforts to cause the Contractor to complete same as soon thereafter as practical and Landlord shall not be liable to Tenant for damages in any respect whatsoever.

k. **Ownership of Tenant Improvements.** All Tenant Improvements whether installed by Landlord or Tenant, shall become a part of the Premises, shall be the property of Landlord and, shall be surrendered by Tenant with the Premises, without any compensation to Tenant, at the expiration or termination of the Lease.

l. **Warranty re Improvements.** Except for any matters identified on a punch list delivered to Landlord prior to the commencement of any occupancy of or Work within the Premises and agreed to be corrected by Contractor, Tenant will be deemed to have accepted the Premises, including all patent defects therein, upon its taking of possession thereof. Landlord will assign to Tenant all Contractor and other warranties received by Landlord on Tenant Improvements or equipment installed in the Leased Premises that is not to be maintained by Landlord. Tenant hereby reassigns said warranties to Landlord as of the

expiration or earlier termination of this Lease. Landlord hereby disclaims any and all other warranties, whether oral or written, express, implied, statutory or otherwise, with respect to the Tenant Improvements, the Premises or the condition thereof.

- m. **Re-measurement.** At any time during the Term, including but not limited to after the performance of any Tenant Improvements resulting in a change in the size or location of any demising walls or any other change relevant under ANSI/BOMI Standard Z65.1-2010 (“BOMA”), Landlord may cause the Premises to be re-measured in accordance with BOMA. Upon the certification of the results of such re-measurement to Landlord, the Base Rent and Allowance will be equitably adjusted on a per-square-foot basis to reflect the difference between such re-measured amount and the amount set forth in Basic Term (2) and Tenant or Landlord, as applicable, must pay or refund to the other party any resulting net under- or over-payment during the Term preceding such re-measurement. Absent manifest error, the determination of Landlord’s measuring company will be final and not subject to appeal or contest by Tenant as to its measurement of the area of the Premises.