

EXHIBIT B

LANDLORD'S WORK

1. Definitions. As used herein, the following terms shall have the meaning hereinafter ascribed:

A. "Tenant's Architect" shall mean Greenberg Farrow.

B. "Tenant's Engineer" shall mean Rhine Cross (civil engineer); Stability Engineers (structural engineer) and CoolSys (MEP engineer).

2. Scope of Landlord's Work. "Landlord's Work" means any and all utility lines and systems installed within the Interfering Easements (as defined in Paragraph 42 of the Lease) are to be removed (or rendered non-functional, capped and abandoned in place) and, if and as necessary, relocated to an area outside of the boundaries of the Building, and all of the improvements referenced below and on Schedule 1 attached hereto. Landlord shall, at its sole cost and expense, design and construct or cause to be constructed Landlord's Work. Landlord shall use Tenant's Architect and Engineer for Landlord's Work, shall provide a standard construction schedule, shall work in ProjectMates and provide weekly reports on project status, as well as copies of all submittals made for permits. All of Landlord's Work shall be Substantially Completed by the Anticipated Possession Date. Landlord shall complete or caused to be completed all of the work set forth below and on Schedule 1 hereto, including without limitation the Attachments referenced therein.

3. Landlord's Plans. Landlord acknowledges and agrees that Tenant has, prior to the date hereof, provided to Landlord a copy of the Tenant's most recent prototype Build to Suit Requirements ("Tenant Requirements") which Tenant Requirements set forth the prototypical plans and specifications for a Grocery Outlet store. The Premises shall be designed and constructed by Landlord in a manner consistent with the Tenant Requirements, this Exhibit B and the Final Landlord's Plans (as hereinafter defined). By execution of this Lease, Landlord acknowledges and agrees that the Tenant Requirements will remain the property of Tenant, are proprietary, and will be kept confidential by Landlord, and will not be used by Landlord for any purpose except as provided herein. Landlord further acknowledges and agrees that it may be necessary to adapt the Tenant Requirements to the existing conditions of adjoining structures and other improvements, utilities, public facilities relating to transportation, drainage, topography, etc., and to applicable codes, ordinances, rules, regulations, requirements, and requisite approvals of governmental authorities, all of which are Landlord's responsibility. Landlord and Tenant shall cooperate in the design of such adaptations.

Within sixty (60) days following the Lease Date, Landlord shall submit to Tenant for its written approval Landlord's Plans for Landlord's Work. If Tenant requires any changes to Landlord's Plans, Landlord shall promptly cause Tenant's Architect or Tenant's approved engineers (or other applicable licensed design professional designated by Tenant) to make such changes in accordance with any reasonable requirements of Tenant and shall promptly resubmit the same to Tenant for Tenant's review. The changes and resubmissions shall continue until Tenant shall have approved such Landlord's Plans, whereupon Landlord shall submit such plans and specifications in the form approved by Tenant to all applicable public authorities or private parties having approval rights in order to obtain any Landlord's Permits or other approvals

required in connection with zoning, use restrictions, fire or public safety requirements, building permits or otherwise. (Landlord may submit to the city or any applicable governmental body such portions of Landlord's Plans as have been approved by Tenant as is necessary for any required design review approval, even if Tenant has not yet approved all such plans.) All such Landlord's Plans shall be submitted to Tenant in duplicate in accordance herewith.

Notwithstanding the above, if Landlord has not obtained Tenant's approval of Landlord's Plans (or any portion thereof) within thirty (30) days of the original submission of Landlord's Plans to Tenant or within ninety (90) days of the Lease Date, Tenant may terminate this Lease upon the delivery of Notice to Landlord of the same. Any changes in such approved Landlord's Plans required by any such public authority or any private party shall be submitted promptly to Tenant and subject to Tenant's approval, which shall not be unreasonably withheld. Such Landlord's Plans, in the form approved by Tenant and all applicable public authorities or private parties having approval rights, are subsequently referred to in this Lease as the "**Final Landlord's Plans**." Tenant's approval of the Final Landlord's Plans shall not constitute an opinion or agreement by Tenant that the Final Landlord's Plans or any resulting improvements are in compliance with Law. Landlord shall be solely responsible to ensure that Final Landlord's Plans comply with all applicable building code or other legal requirements and private restrictions. When Final Landlord's Plans are approved by Tenant, Landlord and Tenant shall evidence such approval in writing by jointly signing or initialing two (2) sets of plans. Prior to the Possession Date, Landlord shall deliver to Tenant the Final Landlord's Plans in triplicate, in both a mylar sepia and digitalized (CAD) form.

4. General Requirements for Landlord's Work.

A. Representations. Landlord hereby represents, warrants and covenants to Tenant as an inducement to Tenant to enter into the Lease as follows:

i. Landlord's Work shall be free from liens of materialmen, contractors, subcontractors, laborers, and all other mechanics' liens. Prior to or on the Possession Date, Landlord shall provide Tenant with copies of lien releases from all materialmen, contractors, subcontractors, laborers, and other applicable entities or individuals that Landlord hired to perform Landlord's Work or any portion thereof;

ii. Landlord's Work shall be constructed, installed, and completed in accordance with all applicable Laws (including building codes and the ADA), and permits;

iii. Landlord shall cooperate and coordinate with Tenant's architect with respect to the improvements being made by Landlord on the Premises;

iv. Landlord shall construct or cause to be constructed all improvements covered by this Exhibit in a good and workmanlike manner;

v. Tenant's construction manager or its designated representative may enter upon the Premises during construction of Landlord's Work to inspect the progress and to determine if Landlord's Work is being completed in accordance herewith and whether

the work is progressing on schedule. If any such inspection reveals that Landlord's Work, or any portion thereof, is not being completed in accordance with the requirements of the Lease, including this Exhibit, or any such work is defective in any manner, Landlord shall immediately at its sole expense fix or correct the work in question to Tenant's reasonable satisfaction. If Landlord so fails to fix or correct such work within ten (10) days of demand by Tenant, Tenant shall be entitled at its sole option to fix or correct such work itself at Landlord's expense, provided Tenant shall have no such right if Landlord has commenced or commences such repair work prior to the expiration of the above-referenced ten (10) day period and pursues the same diligently to completion. If Tenant opts to perform any such repair or corrective work pursuant to the above, Landlord shall reimburse Tenant for all costs incurred by it within ten (10) days of a receipt of an invoice for the same. All such inspections shall be for Tenant's sole benefit and the same shall not be relied by Landlord in any fashion or used to excuse any of Landlord's obligations hereunder;

vi. In the event a mechanic's lien is recorded with respect to Landlord's Work, Landlord shall indemnify, defend and hold Tenant harmless from all costs, losses, damages or causes of action arising from any such lien.

B. No Substantial Work Deviations. No substantial deviations or changes shall be made or permitted in connection with the Landlord's Work without the prior written consent and approval of Tenant.

C. No Waiver. If Tenant takes possession of the Premises prior to the date on which Landlord's Work has been Substantially Completed, no such entry into possession shall be deemed to be a waiver by Tenant of any of Landlord's obligations to complete Landlord's Work as specified herein.

D. Contractor Warranty; Punchlist Items. Landlord shall require each of its contractors for Landlord's Work to provide commercially reasonable warranties of no less than one (1) year warranty for said contractor's work. With respect to any roof installed by Landlord, said roof shall have a minimum of a fifteen (15) year warranty from a reputable bondable roof contractor. With respect to HVAC units installed by Landlord, such HVAC units shall have a minimum of a five (5) year warranty for such units. Landlord shall obtain the manufacturers' and other warranties required hereunder hereto and shall assign to Tenant each such warranty that pertains to any item or component thereof which Tenant is responsible to maintain or repair under this Lease, and, to the extent any such warranties are not assignable, Landlord agrees to enforce the same for the benefit of Tenant. Landlord shall (i) promptly repair any latent defects in Landlord's Work no matter when appearing (which repairs shall be commenced no later than twenty (20) days after Landlord's receipt of Notice of the same and pursued diligently to completion thereafter) and (ii) repair any so-called Punch List Items or other patent defects in Landlord's Work within fifteen (15) days after Landlord's receipt of Notice of the same. If Landlord does not complete or repair any such Punch List Items or defects in Landlord's Work within the time specified above, then Tenant shall notify Landlord of the same, identifying the items or repairs in question which Landlord has not completed. If Landlord fails to correct to Tenant's satisfaction the remaining such items or repairs within fifteen (15) days following Landlord's receipt of Tenant's Notice, then Tenant, at Tenant's option, may (without limitation of Tenant's other remedies as a result thereof) repair and/or complete the Punch List Items or

defects in question on behalf of Landlord in such manner as Tenant sees fit, and all of the costs and expenses incurred by Tenant in doing so shall be immediately due and payable by Landlord to Tenant. If Landlord fails to pay the costs and expenses incurred by Tenant in completing such work as specified above, then Tenant shall be entitled to deduct the same along with interest thereon at the Interest Rate from the next installments of Rent. Notwithstanding anything to the contrary herein, if Tenant is unable to complete its work, obtain a temporary or permanent certificate of occupancy or open for business as a result of incomplete Punch List Items, then, in addition to any other rights Tenant may have hereunder, the Rent Commencement Date will be delayed for a number of days equal to the number of days that Tenant is delayed from completing its work, obtaining its temporary or permanent certificate of occupancy or from opening for business.

E. Landlord's Contractors. Each of Landlord's architect, general contractor, electrical engineer, and civil engineer selected by Landlord to perform Landlord's Work shall be duly licensed, bonded and be in good standing in the state where the Premises is located.

F. Insurance Requirements. During the period of any construction of Landlord's Work, Landlord agrees to obtain or require its general contractor to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverage:

- i. Worker's Compensation – statutory limits;
- ii. Employer's liability – Five Hundred Thousand Dollars (\$500,000.00);
- iii. Commercial General Liability as covering personal injury liability, bodily injury liability, and property damage liability with limits of not less than Three Million Dollars (\$3,000,000.00) each occurrence; Tenant shall be named as an additional insured on any liability policy Landlord is required to procure or maintain pursuant to the above; and
- iv. Automobile Liability insurance covering owned, rented or borrowed autos with limits of not less than \$1,000,000.00 combined single limit bodily injury and property damage per occurrence.

Additionally, until Landlord's Work is completed, Landlord shall carry and maintain, or cause its general contractor to carry and maintain, Builder's All Risk insurance in amount reasonably estimated to cover the total costs of Landlord's Work. All such insurance required by this Exhibit shall comply in all respects with and be subject to the general policy requirements set forth in the Lease.

G. Due Diligence/Entry. Provided Tenant has supplied Landlord with evidence of the insurance required by Paragraph 19(b)(i), Landlord hereby grants Tenant and Tenant's employees, agents and contractors the right to enter onto the Premises to conduct any applicable due diligence review, and survey Landlord's Work and to prepare its plans for the Premises. Prior to any such entry, Tenant agrees to give Landlord reasonable advance notice of such entry. Tenant shall defend Landlord against, and indemnify and hold Landlord harmless from, all liens, claims, losses, liabilities, and expenses (including, without limitation, reasonable attorneys' fees

and expenses) asserted against or incurred by Landlord or the Premises arising out of entry onto the Premises by Tenant or Tenant's agents, employees or contractors; provided, however, that Tenant shall have no liability for any loss or damage attributable to the acts or omissions of Landlord or Landlord's agents, employees, or contractors or resulting from any defects or Hazardous Materials within, on or adjacent to the Premises existing thereon prior to Tenant's entry onto the Premises, or which were not caused or contributed to by Tenant or Tenant's agents, employees, or contractors. The indemnification obligations contained in this section shall survive the termination of this Lease.

4. Landlord's Certification. Upon the completion of Landlord's Work, Landlord's architect shall certify to Tenant that Landlord's Work has been completed in accordance with the requirements of the Lease, including this Exhibit.

5. Project Schedule. The parties hereby agree upon the written project schedule for Landlord's Work as set forth in Attachment 1 hereto ("**Project Schedule**"). Said Project Schedule shall be for planning purposes only and shall in no event be deemed to change any of the dates set forth herein for the completion of Landlord's Work.

6. Payment Responsibility. Except and unless stated herein to the contrary, Landlord shall be solely responsible for paying for all costs associated with or arising from Landlord's Work.

7. Landlord Warranty. Anything in this Lease to the contrary notwithstanding, Landlord shall, at its expense and not as a Common Area Cost, promptly repair any defects with respect to the Landlord's Work and any improvements installed by Landlord pursuant to this Exhibit B and Schedule 1 attached hereto which arise within the Warranty Period.

SCHEDULE 1

LANDLORD'S WORK

LANDLORD'S WORK Built to Suit Delivery Requirements

Landlord to perform per Landlord supplied (and Tenant approved) site and shell plans and in accordance with the Grocery Outlet Inc. Prototypical Drawings and Specifications (check with GO for the latest).

- Grocery Outlet Prototype Drawings & Specifications:
 - 16K Prototype 6.3: <https://groceryoutlet.ent.box.com/s/tjkun8vt8hs6nfdc1mz0jvkm5kbne372>
- Landlord to provide Architecture, Engineering (including refrigeration engineering) and all required Entitlements (including CUP for grocery if required and sale of alcohol), Special Inspections and material testing, Building Permits, and all other permits (including all deferred submittals) and inspections required for tenant's occupancy and issuance of the Certificate of Occupancy.
- Landlord to use GO's approved Architectural/Engineering team for at least the TI portion of the work.
- Landlord to provide a Soils Report, Phase I Report, Title Report, and an ALTA survey.
- Landlord to provide full truck turn study for WB-67 trucks produced with "AutoTURN" or similar electronic drafting program overlaid on the agreed-to project site plan- showing the truck path into and through the site and how the truck backs up to the truck dock to be provided and approved to and approved by GO prior to submittal for permit.
- Landlord to provide a Tenant designated and code compliant Trash Enclosure (26'W x 10'D) and bale and pallet storage (20'W x 10'D), with two compartments at the trash enclosure, along with any local requirements for rain protection and screening. Location of the trash enclosure and the bale and pallet storage to be approved by the Tenant.
- If required by the AHJ, LL to provide Approved Master Sign Program (MSP) to Tenant 3 months prior to Tenant possession date.
- Landlord to provide "Shell" Background drawings in AutoCAD and/or Revit prior to Tenant fixture plan design.
- Landlord to provide a building shell with a minimum roof deck height of 18' A.F.F, and a minimum clearance to deepest structural component of 16'-6" A.F.F.
 - At stores where the compressor rack is to be located on a mezzanine or equipment platform, provide minimum 8'-0" clearance above top of mezzanine/platform floor to any structural member and roof component. 12" clearance minimum is required for refrigeration piping from top of rack piping stub ups to lowest structural member above the rack.
- Landlord to provide watertight roof and walls with required wall and roof insulation in compliance with current applicable energy code. Interior walls furred out, and sheet rocked, taped, and sanded to level 4.
- Landlord to provide CA Title 24 energy and CAL Green compliance or other state requirements outside CA, to be under roof deck insulation with scrim sheet covering or rigid insulation above Roof Deck.
 - Landlord to provide structural roof reinforcements and sleepers for HVAC and tenant installed refrigeration equipment per Tenant prototype plans and specifications.
- Landlord to provide all exterior site work including parking lot, exterior lighting on the building, parking lot striping, parking lot lighting, landscaping and irrigation, and sidewalks with and accessible path of travel per applicable codes. In California deals, Landlord to provide Tenant with a Certified CASp report, or CASp equivalent in locations outside of CA, for the entire Building and Site exterior areas. LED Exterior lighting and design by Landlord to be approved by Tenant.

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SCHEDULE 1

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- Exterior to be painted and ready for Tenant's exterior signage package. Color scheme and design to be approved by Tenant.
- Landlord shall provide Tenant with a main fire riser, fire sprinklers distribution in accordance with NFPA and any other applicable code for its indent used and occupancy, required Backflow and FDC.
- Heating, ventilation, and air conditioning equipment and systems per Tenant's Prototype Drawings and Specifications.
- Fire alarm (must use Tenant approved vendor).
- The concrete slab shall be smooth and level (Min Floor Flatness = 35 and Floor Levelness = 25) throughout without cosmetic or structural defect. The concrete floor shall be finish-ready to receive Tenant's polishing per Tenant's standard specifications.
- All former penetrations shall be capped below the slab. Landlord shall remove any defects, including but not limited to thermal-breaks, blocking, overlayments, underlayments, etc.
- Landlord shall provide a concrete slab with min. slab thickness of 5" at 3,500 psi concrete strength. The slab shall have a minimum live load of 150 psf.
- Sealed truck dock pit (for WB-67) with automatic motorized 8' x 10' commercial grade insulated roll-up door, steel plate jamb guards, mechanical dock leveler, dock seal, stacked 12" dock bumpers, and drainage per Tenant's Prototype Drawings and Specifications.
- Landlord to provide on grade receiving area with 3' x 7' man door and minimum 7' x 9' automatic motorized commercial grade insulated roll-up door, 60" H 4"x4"x3/8" stainless steel corner guards with a minimum 5' deep canopy to extend coverage the length that is required to cover both doors (roll-up door and man door).
- All required fire exits and doors and door hardware to match Tenant approved floor plan.
- Façade, customer/exterior display with weather protection, and main entrance with cart corral, per Tenant's Prototype Drawings and Standard Specifications.
- Main entry Vestibule per Tenant Prototype Drawings and Specifications. Entry door and all exit doors per tenant's Prototype Plans and Specifications.

ELECTRICAL:

- HOUSE/LANDLORD UTILITIES – Landlord shall maintain (if existing) or provide (if non-existing) a separately metered power service for common area ("house") loads including but not limited to exterior building lighting, parking field lighting, pylon signs, etc. Landlord shall relocate common area ("house") loads from the existing electrical distribution system and provide an electric panel, time clock and photocell for control of the common area ("house") loads. Common area ("house") system shall be located as close to the Landlord meter and service disconnect switch as physically possible.
- ELECTRICAL SERVICE (EXISTING SERVICE IN TENANT PREMISES) – Landlord to provide a minimum dedicated 1,200A, 208Y/120V, 3-phase, 4-wire main electrical service with 1,200A, 3P main disconnect equipment at the exterior rear, or other mutually agreed upon area, of the building for buildings with 208Y/120V electrical service OR Provide a minimum dedicated 600A, 480Y/277V, 3-phase, 4-wire main electrical service with 600A, 3P main disconnect equipment at the exterior rear, or other mutually agreed upon area, of the building for buildings with 480Y/277V electrical service. All service disconnecting equipment shall meet the local code and utility company requirements. In the event that a service upgrade or a new service is required for the Landlord to meet the aforementioned criteria, the Landlord shall provide an energized temporary construction panel inside Tenant's space or deliver the service upgrade or new service using a Service Entrance Switchboard (SES) with integral meter and CT cabinets. Landlord shall coordinate with Tenant's Engineer to determine power requirements and location.

PLUMBING:

- GAS SERVICE – Landlord shall provide gas service including service line and meter for Tenant to tie into. Landlord to provide min. 2.5" gas pipe size at 7"-14" of water column.
- WATER SERVICE - Landlord to provide domestic water service with dedicated minimum 1" water meter and backflow preventer with 2" supply pipe stubbed into the back of house area of the Tenant's floor plan at mutually agreed upon location.
- SEWER - Landlord to provide a 4" lateral to the main stubbed into the Tenant's space at a location specified by the Tenant. LL shall jet the existing line from the building to the main sewer line and provide a video and report of the completed work. If required by the AHJ, Landlord shall provide a separate 4" storm connection for Tenant's condensate lines connection.

FIRE PROTECTION:

- SPRINKLER SYSTEM - Landlord to provide a dedicated sprinkler system designed to current and adopted NFPA code and any local jurisdiction requirements including a main riser, backflow, fire department connection, and distribution lines and to accommodate the densities and coverage required for a retail grocery use.
- FIRE ALARM – Landlord shall provide information regarding monitoring agency and any requirements for Tenant's Fire Alarm system. Landlord shall be responsible for establishing power and service to any residual space.
- Tenant shall have no responsibility for sprinkler and fire connection to rest of center. Sprinkler and Fire Alarm shall be separate and dedicated to the Tenant space.

TELECOMM:

- Landlord shall provide two (2) 2" conduits for telephone and cable to MPOE.

Landlord to provide Monument signs and/or Pylon sign, including permits (where applicable and approved by Tenant). Tenant to provide sign faces. Tenant shall have the right to pursue the installation of a dedicated Pylon sign at a mutually agreed location.

Landlord to perform per Tenant's Prototype Plans and Specifications and Tenant improvement plans and specs (paid for by Landlord). Landlord to confirm with GOI the latest Prototype Changes and list of changes:

- All interior walls, utilities, rooms, doors, fixtures, and finishes including:
 - BOH wall or walls, traffic doors and wall protection.
 - Interior painting.
 - Equipment platform (when required).
 - HVAC equipment including office, and break room wall mount units ordered by GO and reimbursed by the landlord at the cost of equipment and material (incl. freight, tax, etc).
 - General LED lighting with emergency lighting (purchased by landlord through GOI Vendor).
 - Offices including all counters and shelves.
 - ADA compliant bathrooms including partitions and stainless-steel Dyson V-blade hand dryers and plumbing fixtures
 - ADA compliant employee lounge including all cabinetry, counters, and plumbing fixtures

- Equipment room with roof ventilation
- Fire sprinkler riser room
- Electrical room
- Gravity drainage as required by the refrigeration equipment and all other plumbing fixtures, unless Vacuum system is being used – consult GOI on whether or not a Vacuum system is going to be used at the subject location.
- Walk in freezer ramp.
- Walk in freezer, meat cooler, dairy cooler, back of house dry wall protection
- Sales Floor concrete slab grinding (LL must use Tenant's preferred vendor):
 - Seal expansion joints
 - Finish sales floor per Tenant's Standard Specifications (using tenant's approved vendor at tenant's pricing).
- All utilities required to serve Grocery Outlet equipment including but not limited to:
 - Refrigeration equipment, EVAC (if applicable – consult with GOI), Data rack, touch screen monitor, check stands, baler, forklift charger, coffee grinder, meat scale, "Open" sign, Building signage, convenience receptacles, CCTV, Burglar alarm.

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SCHEDULE 1

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DD Landlord LT Tenant

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