

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT (this "**Second Amendment to Lease**") is made as of this day _____ of _____, 2020 (the "**Effective Date**"), by and between **COUNTY OF TULARE**, a political subdivision of the State of California ("**County**"), and **CIGNA HEALTH AND LIFE INSURANCE COMPANY**, a Connecticut corporation ("**Cigna**").

WITNESSETH

WHEREAS, Cigna is the tenant under that certain Office Lease dated February 26, 2016, for the lease of 86,856 Rentable Square Feet of the Premises and 4,866 square feet of Cafeteria Space located at 5300 W. Tulare Ave., Suite 100, Visalia, between County's predecessor in interest, Weingart Foundation, a California nonprofit public benefit corporation, with (the "**Original Lease**").

WHEREAS, County, as the successor in interest, and Cigna were parties to that certain Amendment (the "**First Amendment to Lease**") dated March 14, 2017, under which Cigna exercised its Right of First Offer (the "**ROFO**") expanding its Rentable Square Feet of the Premises by 9,247 square feet, commencing on August 1, 2017 and expiring on May 31, 2021.

WHEREAS, the First Amendment to Lease called for the incorporation of the Original Lease and First Amendment to Lease to be collectively referred to as the "**Lease**."

WHEREAS, Cigna and County desire to enter into a Second Amendment to Lease set forth herein and subject to the terms hereof

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that unless other defined herein and are as follows:

1. **Incorporation of Background; Undefined Terms:** The recitals set forth above are hereby incorporated herein by reference. All capitalized terms used herein without definition shall have the same meanings given to such terms in the Lease. The Lease and this Second Amendment to Lease, is hereinafter referred to collectively as the "Lease" and all references in the Lease and this Second Amendment to Lease shall mean and refer to the Lease as amended hereby.

2. **Term.** The Term of the Lease shall be extended by five (5) years, commencing on June 1, 2021 (the "**Term Commencement Date**") and expiring on May 31, 2026 (the "**Term Expiration Date**").

3. **Renewal Options.**

3.1. For purposes of Section 35.A.(i) and Section 35.A.(ii) of the Lease, from and after the date of this Amendment, the First Renewal Term and Second Renewal Term lengths shall be three (3) year terms respectively. Cigna shall provide notice to County no later than nine (9) months prior to the Expiration Dates of each Renewal Option Term.

3.2. For purposes of Section 35.B.(i) and Section 35.B.(ii) of the Lease, from and after the date of this Amendment, the Market Rental Rate shall not exceed five percent (5%) over the applicable

Base Rental Rate at the last month of the prior term. The Market Rental rate shall be determined by County not later than six (6) months prior to the commencement date of the applicable Renewal Term.

3.3. All other terms and conditions of Section 35 of the Lease shall remain in full force and effect.

4. Give-Back Space: County agrees to Cigna surrendering approximately 51,466 square feet of rentable square feet ("**Give-Back Space**") of its Premises, more particularly described in Exhibit "A", attached hereto. Cigna agrees to demise a wall(s) between the retained space and the Give Back Space located on the second floor of the Building as identified in Exhibit A. subject to all applicable building codes.

4.1 Delivery Date: License Prior to Give-Back Space Commencement Date. Cigna shall deliver the Give-Back Space to County, vacant and in broom-clean condition no sooner than January 31, 2021 but no later than May 31, 2021 (the "**Give-Back Space Delivery Date**"). Should Cigna deliver the Give Back Space later than January 31, 2021, Cigna shall provide written notice no later than thirty (30) calendar days prior to the Give Back Space Delivery Date. Commencing on the Effective Date of this Lease through the Give-Back Space Date Cigna agrees to allow County access to the space in order to inspect and show the Give-Back Space to prospective tenants.

4.2 Premises and Rentable Square Feet after Give-Back Space Delivery Date: Effective February 1, 2021 or the first day of the first month following Cigna's vacating the Give Back Space in its entirety pursuant to Section 4.1 of this Second Amendment to Lease, the Premises will be deemed to be 49,503 square feet of which 44,637 is Rentable Square Feet, pursuant to the rental amounts in Section 6 of this Second Amendment to Lease, and 4,866 is Cafeteria Space, not included as Rentable Square Feet.

5. Cafeteria Space. For purposes of Section 37 of the Lease, from and after the date of this Amendment, the Cafeteria Space shall be addressed as follows:

A. After the Give-Back Space Delivery Date Cigna and County agree the 4,866 square feet of Cafeteria Space will be included as part of Cigna's total Premises square footage but will not be included as Rentable Square Feet or in Cigna's Pro-Rata Share of Operating Expenses, addressed in Sections 4.2 and 7 of this Second Amendment to Lease. In exchange for the aforementioned, Cigna will be responsible for continued operational responsibilities of the Cafeteria, including but not limited to, providing food services to its employees and the employees of other tenants in the Building and all other terms and conditions of this Lease shall apply to the Cafeteria Space.

B. Cigna, at Cigna's sole expense, (i) shall comply with all applicable Laws of Governmental Authorities now or hereafter in affect pertaining to the use and conduct of the Cafeteria Space; (ii) shall not permit any objectionable or unpleasant odors to emanate from the Cafeteria Space in a fashion that will permeate the premises of other tenants in the Building; (iii) shall be responsible for the cost of all measures that are necessary to mitigate odor and noise from the Cafeteria Space and as are necessary to comply with governmental requirements and the reasonable needs of other tenants of the

Building; and (iv) shall take good care of the Cafeteria Space, including the kitchen and dining/public area, keep it clean, tidy and free from waste at all times.

C. Notwithstanding anything set forth herein to the contrary, if at any time during the Term, Cigna ceases providing open and unrestricted use to the other tenants in the Building, unrestricted use being access at any and all days and hours that are provided to Cigna's employees, Cigna shall surrender the space to County vacant and in broom clean condition within thirty (30) calendar days.

D. Should Cigna cease to operate a cafeteria in the Cafeteria Space, Cigna is obligated to either (i) relinquish the Cafeteria Space to County vacant and in broom-clean condition, but County shall have no obligation to continue food services in the Cafeteria Space, or (ii) provide plans for an alternative food service, such as an Avenue C micro-mart, of which other Cigna's unrestricted access would continue. Cigna shall notify County of the closure or change in operational status in writing 90 days prior to the cafeteria closure or change to an alternative food service ("**Cigna's Cafeteria Closure/Alternative Food Notice**").

6. Base Rent. For Purposes of Section 1 (H) of the Original Lease and Section 4 of the Amendment, Base Rent calculations will continue through January 31, 2021 or the last day of the month following Cigna's vacating the Give Back Space in its entirety pursuant to Section 4.1 of this Second Amendment to Lease. Effective February 1, 2021 or the first day of the first month following Cigna's vacating the Give Back Space in its entirety pursuant to Section 4.1 of this Second Amendment to Lease Base Rent Calculations, pursuant to Section 4.2 of this Second Amendment to Lease, shall be as follows:

Period	Monthly Rate Per Rentable Square Foot	Monthly Base Rent	Annual Base Rent
2/1/21 to 5/31/21	\$1.41	\$62,938.17	\$755,258.04
6/1/21 to 5/31/22	\$1.50	\$66,955.50	\$803,466.00
6/1/22 to 5/31/23	\$1.53	\$68,294.61	\$819,535.32
6/1/23 to 5/31/24	\$1.56	\$69,660.50	\$835,926.03
6/1/24 to 5/31/25	\$1.59	\$71,053.71	\$852,644.55
6/1/25 to 5/31/26	\$1.62	\$72,474.79	\$869,697.44

7. Cigna's Pro Rata Share: For purposes of Section 1 (H) the percentage of Rentable Square Footage of the Premises divided by the Rentable Square Footage of the Building, being equal to 25.17% (44,637/177,330).

8. Tenant Improvement Allowance: County shall make available to Cigna \$990,060 (the "**Tenant Improvement Allowance**") (calculated as \$20.00 for each square foot of the Premises, 49,503 SF) to be used by Cigna for the following purposes: (a) relocation and moving expenses (including, without limitation, voice and data cabling); (b) space planning, architectural and engineering expenses related to the tenant improvements; and (c) purchase installation and construction of Cigna improvements which constitute permanent improvements to the Premises (including, without limitation, Flooring, Paint,

Electrical, construction for reconfiguration); and/or (d) as a credit against Rent ("**Cigna's Improvement Allowance Work**"). Cigna may divide the Cigna Improvement Allowance among the foregoing expenses in such amounts as Cigna elects. Disbursements of the Cigna Improvement Allowance shall be made by County to Cigna within 30 days after presentation by Cigna to County of receipted bills for such expenses. If the Cigna Improvement Allowance is insufficient to defray the entire cost of Cigna Improvement Allowance Work, the balance shall be paid by Cigna. Cigna shall ensure all work completed on the Premises is done in a workmanlike manner and consistent with all applicable codes.

8.1 Prevailing Wage Laws: Cigna acknowledges that County is a public entity and therefore the Cigna Improvement Allowance Work is subject to such prevailing wage, apprenticeship, and antidiscrimination provisions of the California Labor Code as are applicable to projects using public funding sources. Cigna will require all contractors and subcontractors used in the Cigna Improvement Allowance Work to maintain and to make available to County, at no cost to County, on a weekly basis, all certified payroll records required to be maintained and furnished pursuant to Labor Code section 1776. Cigna's construction contract(s) will require that the contractor(s) and subcontractor(s) maintain complete and accurate records with respect to the funds expended in the construction of the Work and will require that the contractor(s) and subcontractor(s) provide access to the County's Auditor and to the State of California auditors, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Agreement. Cigna will require that all such records be prepared in accordance with generally accepted bookkeeping procedures, be clearly identified, and be readily accessible within the County of Tulare, upon request.

9. Restoration: For purposes of Section 29, Cigna shall no longer be obligated to remove Cigna's cable installed by Cigna for the benefit of Cigna and located in the Premises or other portions of the Building. Further, Cigna shall not be obligated to remove any trade fixtures. Cigna shall leave the vacated Premises, including all applicable Give Back Spaces, vacant and in broom clean condition. All other terms and conditions of Section 29 shall remain in full force and effect.

10. Brokers:: County and Cigna each warrants to the other that it has not had any contact or dealings with any real estate broker or other intermediary other than CBRE, Inc. and MD Graham and Associates, Inc. (collectively, "Brokers") which would give rise to the payment of any fee or brokerage commission in connection with this Amendment. County and Cigna shall each indemnify the other from and against any loss, liability or damage with respect to any fee or brokerage commission (except to Brokers) arising out of any act or omission of the indemnifying party. County agrees to pay brokerage commissions due in connection with this Amendment to CBRE at a rate of 4% and to MD Graham and Associates, Inc. at a rate of 2% of the rents as shown in Section 6 above upon the Term Effective Date as shown in Paragraph 2 above.

11. County's Repair Obligations: For purposes of Section 9.B. of the Original Lease, Exhibit C shall be removed in its entirety and replaced with Exhibit B of this Second Amendment to Lease.

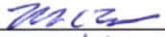
Except as amended, all other terms and conditions of the Lease shall remain in full force and effect.

[THIS SPACE LEFT BLANK INTENTIONALLY; SIGNATURES FOLLOW ON NEXT PAGE]

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CIGNA:

CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Connecticut corporation

By: 
Name: MATTHEW MORRIS
Its: VP

By: 
Name: SANJIV AWASTHI
Its: VP

*Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

COUNTY:

COUNTY OF TULARE, a political subdivision of the State of California

By: _____
Name: Pete Vander Poel
Its: Chairman, Board of Supervisors

ATTEST: JASON T. BRITT, County Administrative Officer
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form: County Counsel

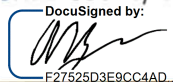
By: 
Deputy, **Matter ID:** 2020225

Exhibit A
Give Back Spaces
First Floor



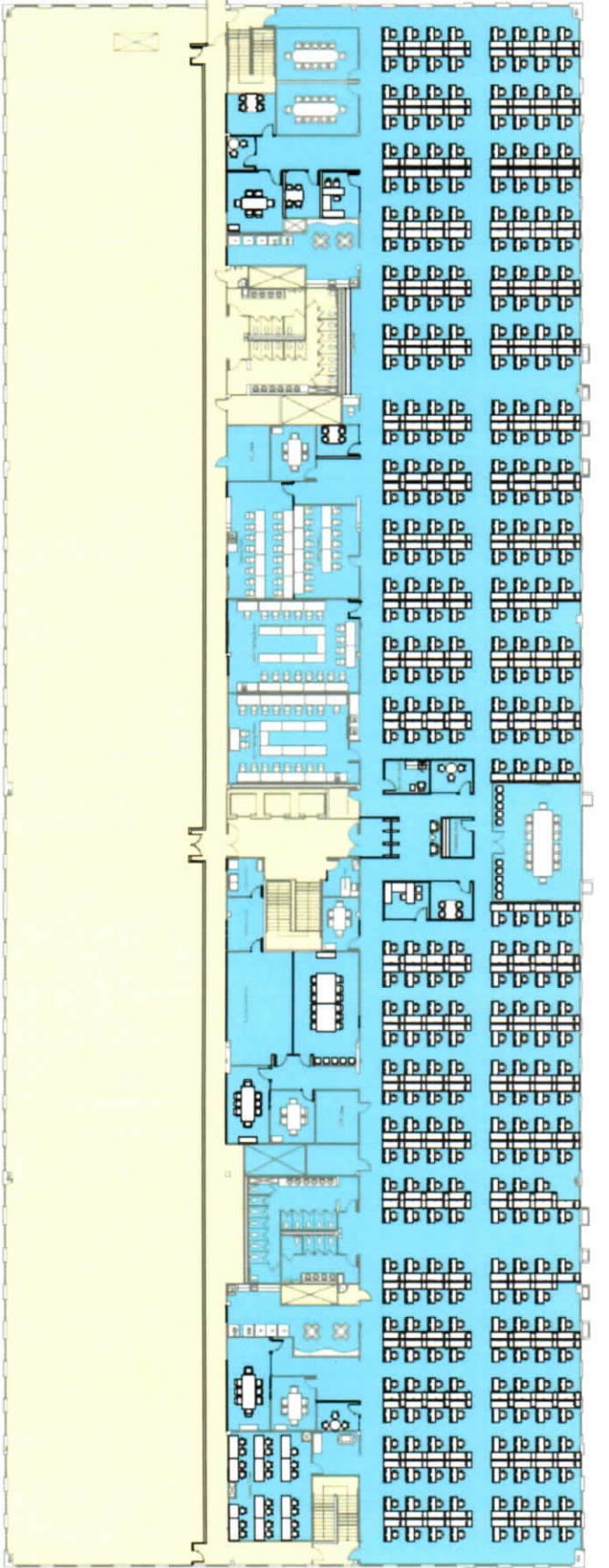


★ – Grease Trap; easement for access for periodic cleaning must be retained

★ – Kitchen Manager Desk; individual requires desk in the vicinity of the kitchen/food service area as part of cafeteria operations

□ – Part of kitchen; should be included as part of "orange" area

Second Floor



= Cigna Retains 44,637 sf

= Give Back Space 51,466 sf

= Cafeteria Space 4,866 sf

Exhibit B

ENVIRONMENTAL PERFORMANCE OF BUILDING OPERATIONS AND MAINTENANCE

County and Cigna wish to promote and improve the Environmental Performance of the Premises and the Building.

Environmental Performance Data:

County will provide Cigna **monthly** reports on electric, gas, fuel, solid waste, recycling, and water usage and discharge, reporting on Cigna's consumption.

County will consider introducing renewable energy and low carbon technology where appropriate.

County will provide efficient management of energy use and the generation of greenhouse gas emissions, monitoring and reporting of base building energy use and greenhouse gas emissions, and regular maintenance and recalibration of base building services.

Waste Generation and Management:

Subject to standards by the City of Visalia, County will comply with the following with all present and future laws, orders, and regulations of the Federal, State, county, municipal, or other governing authorities, departments, commissions, agencies and boards, regarding the collection, sorting, separation, and recycling of garbage, trash, rubbish, and other refuse (collectively, "trash").

County will use efficient Waste Management practices by separating for recycling, paper, cardboard, containers, and food waste, regular monitoring and reporting of waste going to landfill, and systems for recycling of items such as toner cartridges, fluorescent tubes, batteries and mobile phones.

All waste must be classified and managed in accordance with statutory requirements.

Adequate space and facilities for the storage of recyclable material (paper, cardboard, glass, plastics, food waste, etc.) should be made

An annual waste data audit should be undertaken to identify waste streams, by source, quantity and type.

Water Consumption and Discharge:

Subject to standards by the City of Visalia, County permits Cigna to install, where possible, high efficiency plumbing fixtures and control technologies, including aerated taps, dual flush toilet, and waterless urinals.

County will use efficient Water Management practices by regular monitoring of base building water use and regular inspections for leaks.

Treated and recycled water should, where possible, be used in applications where potable water is not a necessity e.g. Grey water recycling and rainwater harvesting.

Landscaping irrigation systems should, where possible, be fed with captured rain water or grey water and employ smart water saving control systems.

Energy Consumption:

County will permit Cigna to install separate smart metering facilities to monitor the supply of gas, electricity, other energy or utilities supplied to the premises, to include special uses, e.g. kitchen areas and data rooms for water and electric consumption.

County will consider installing or permit Cigna to install daylight responsive controls in all regularly occupied spaces within 15 feet of windows and under skylights, and will use occupant adjustable lighting controls, and motion sensors, County's consideration will be based on its energy audit that is currently in progress.

County will consider installing or permit Cigna to install energy efficient bulbs/luminaires. T5 lamps and LEDs throughout the premises of the Building, and/or other energy efficient lighting solutions, to reduce energy consumption from lighting. County's consideration will be based on its energy audit that is currently in progress.

County will permit Cigna to install ENERGY STAR® qualified equipment and appliances in the Premises, including but not limited to, lighting, office equipment, commercial and residential quality kitchen/break room equipment, vending and ice machines, and products certified by the U.S. EPA's WaterSense program.

Cleaning/maintenance contractors are required to comply with any energy, water and waste management policies in place.

Consideration should be given to the timing of cleaning and maintenance operations in order to minimize, where possible, the use of resources e.g. lighting, heating or cooling.

Indoor Air Quality:

County will prohibit smoking in the Building and County will prohibit on-property smoking within 20 feet of entries, outdoor air intakes and operable windows.

County will permit Cigna to complete indoor air quality testing at Cigna's expense.

County will permit Cigna to install carpet, carpet pad, and carpet adhesive, or other floor coverings that meet or exceed the Carpet and Rug Institute's Green Label Plus testing and product requirements.

County will permit Cigna to use no-VOC or Low-VOC paint and coatings that meet or exceed Green Seal Standard GS-11, GS-03 Standard, or SCAQMD Rule 1113, where applicable. If County uses any such paint or coating, County agrees to provide documentation.

County agrees to use sustainable building cleaning and maintenance practices, or agrees to allow Cigna to do the same using:

- Sustainable cleaning chemicals that meet the Green Seal GS-37 standard
- Micro-fiber wipes, dust cloths and dust mops in place of paper wipes (and where paper wipes are used, use of products that contain at least 30% recycled content and which are recyclable)
- Chemicals for which the GS-37 rating is not applicable. For example, floor finishes and strippers, will be durable, slip resistant and free of zinc (metal-free) or GS-40 and/or CCD-147
- Carpet care products that meet the requirements of GS-37 and/or CCD-148
- Programs that include proper training of maintenance personnel in the hazards, use, maintenance, and disposal of cleaning chemicals, dispensing equipment and packaging
- Hand soaps that do not contain antimicrobial agents, except where required by health codes
- Cleaning equipment that reduces impacts on indoor air quality.

County Work:

County shall not carry out any works to the Building or to the plant, equipment or services within and serving the building which may adversely affect the Environmental Performance of the Building.