

SECOND AMENDMENT TO AGREEMENT

**BETWEEN COUNTY OF SANTA BARBARA AND TEXACO TRADING AND
TRANSPORTATION, INC. FOR AND ON BEHALF OF GAVIOTA TERMINAL
COMPANY FOR REIMBURSEMENT OF THE COST OF A BIKEWAY**

THIS SECOND AMENDMENT ("Second Amendment") to AGREEMENT BETWEEN COUNTY OF SANTA BARBARA AND TEXACO TRADING AND TRANSPORTATION, INC. FOR AND ON BEHALF OF GAVIOTA TERMINAL COMPANY FOR REIMBURSEMENT OF THE COST OF A BIKEWAY ("Agreement") is executed by and between Gaviota Terminal Company ("GTC") and the County of Santa Barbara ("County"), effective June 18, 2013 ("Effective Date"), with reference to the following facts:

WHEREAS, effective July 20, 1987, GTC and County entered into the Agreement, wherein GTC deposited with County the sum of \$191,035, to satisfy GTC's total funding obligation for construction of a bike path on GTC's Gaviota Marine Terminal lands, pursuant to Condition N-1 of County's Final Development Plan issued for Gaviota Marine Terminal on May 27, 1987 (Case No. 86-DP-90cz and 87-CP-02 cz); and,

WHEREAS, effective June 26, 2012, GTC and County entered into an Amendment to the Agreement, extending certain dates of the Agreement as described further below;

WHEREAS, under the terms of the Agreement, County is entitled to withdraw funds from the deposited total to pay for design and construction of the bike path and certain administration costs associated with the deposited funds; and,

WHEREAS, the Agreement requires that GTC and County consult on the exact placement of the bike path; and,

WHEREAS, the Agreement and First Amendment provide that County shall not commence construction of the bike path after June 30, 2013; and,

WHEREAS, the Agreement and First Amendment further provide that if construction of the bike path has not commenced prior to July 1, 2013, the Agreement shall automatically terminate and certain unused funds shall be returned to GTC; and,

WHEREAS, County has requested that GTC extend the June 30, 2013 and July 1, 2013 dates for two years.

NOW, THEREFORE, GTC and County hereby mutually agree to further modify and amend the Agreement as follows:

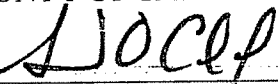
1. The date of June 30, 2013 set forth in Paragraph 4 of the Agreement, as amended, shall be deleted and replaced with the date of June 30, 2015.

2. The date of July 1, 2013 set forth in Paragraph 4 of the Agreement, as amended, shall be deleted and replaced with the date of July 1, 2015.

3. Except as set forth in Paragraphs 1 and 2 above, this Amendment shall not modify or change any of the provisions of the Agreement and the parties to the Agreement and to this Second Amendment are bound to the Agreement provisions as set forth therein.

IN WITNESS WHEREOF, GTC and County have caused this Second Amendment to be executed to be effective as of the Effective Date.

COUNTY OF SANTA BARBARA

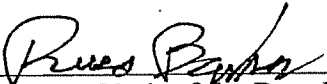
By 
Salud Carbajal, Chair
Board of Supervisors

GAVIOTA TERMINAL COMPANY

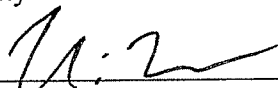
By _____
Andy A. Stilley, Director – Joint Interests
Shell Pipeline Company LP
Manager of Gaviota Terminal Company

Attest:

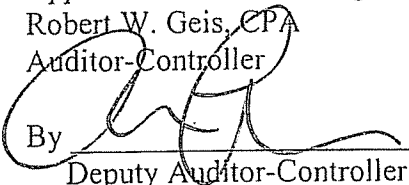
Chandra-L. Wallar
Clerk of the Board

By 
Deputy Clerk of the Board

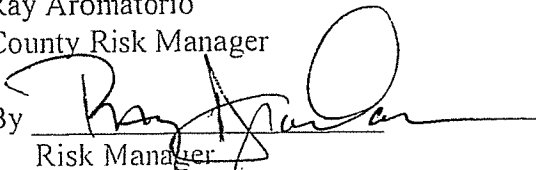
Approved as to form:
Dennis A. Marshall
County Counsel

By 
Michael A. Munoz
Deputy County Counsel

Approved as to accounting form:
Robert W. Geis, CPA
Auditor-Controller

By 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

Approved as to form:
Ray Aromatorio
County Risk Manager

By 
Risk Manager

2. The date of July 1, 2013 set forth in Paragraph 4 of the Agreement, as amended, shall be deleted and replaced with the date of July 1, 2015.

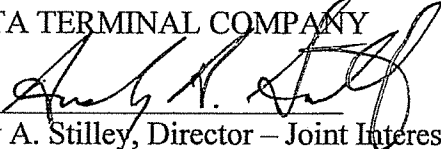
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COUNTY OF SANTA BARBARA

GAVIOTA TERMINAL COMPANY

By _____
Salud Carbajal, Chair
Board of Supervisors

By 
Andy A. Stilley, Director – Joint Interests
Shell Pipeline Company LP
Manager of Gaviota Terminal Company

Attest:

Chandra L. Wallar
Clerk of the Board

By _____
Deputy Clerk of the Board

Approved as to form:
Dennis A. Marshall
County Counsel

Approved as to accounting form:
Robert W. Geis, CPA
Auditor-Controller

By _____
Michael A. Munoz
Deputy County Counsel

By _____
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

Approved as to form:
Ray Aromatorio
County Risk Manager

By _____
Risk Manager