

Project: Child Support Services Lease  
201 S. Miller, Santa Maria  
APN: 125-36A-08, -09, -10, -11 & -15  
Folio: 002310  
Agent: rc

**FOURTH AMENDMENT TO TOWN CENTER TOWER OFFICE LEASE**

**THIS FOURTH AMENDMENT TO TOWN CENTER TOWER OFFICE LEASE**  
("Amendment") is made by and between the

COUNTY OF SANTA BARBARA, a political  
Subdivision of the State of California,  
hereinafter referred to as "COUNTY,"

and

BURT E. FUGATE, TRUSTEE OF THE BURT E.  
FUGATE TRUST AND THE ANNE LE FEVER  
TRUST as successor in interest to SANTA MARIA  
OFFICE INVESTMENTS NO. TWO, a joint venture,  
hereinafter referred to as 'LANDLORD,'

with reference to the following:

**WHEREAS**, COUNTY and LANDLORD'S predecessor in interest, Santa Maria Office Investments #2, entered into the Town Center Tower Office Lease on January 9, 1990, subsequently amended, (collectively, "the Lease"), for the leasing of office space in a portion of the Town Center Tower Building located at 201 South Miller Street, Suites 202-206, Santa Maria, California, 93454, more particularly described as Assessor's Parcel Nos. 123-36A-08, -09, -10, -11 and -15 (hereinafter "Premises"); and

**WHEREAS**, LANDLORD purchased the property, which purchase was conveyed by Grant Deed recorded February 21, 2001 as Instrument No. 2001-0011901 in the Office of the Clerk-Recorder, County of Santa Barbara; and

**WHEREAS**, Subsequent to LANDLORD'S purchased of the property, COUNTY and LANDLORD agreed to add the office space, Suite 210, in which to accommodate increased staff requirements; and

**WHEREAS**, COUNTY has exercised the third extension period to renew the Lease for a period of three (3) years commencing March 1, 2011 and terminating on February 28, 2014; and

**WHEREAS**, the parties desire to amend said Lease by modifying the Basic Term Rent on said Suites.

NOW THEREFORE, in consideration of the premises, and the mutual covenants and conditions contained herein, the COUNTY and LANDLORD agree as follows:

1. Section 4. RENTS is repealed and replaced with the following:
  - A. Subsection a) Current Rent, is deleted in its entirety; and
  - B. Subsection b) Basic Term Rent, is hereby amended to read as follows:
    - b) Basic Term Rent: COUNTY agrees to pay and shall pay as rent for Suites 202-206, and 210 to LANDLORD for and during the Amended Basic Term of this Lease a modified gross monthly rent of SIXTEN THOUSAND NINE HNDRED AND 85/100 DOLLARS (\$16,910.85) per month and (hereinafter "BASIC TERM RENT"), is payable in advance on the first day of each calendar month thereafter during the Amended Basic Term of this Lease. Rent due for any period during the term hereof which is less than one (1) calendar month shall be prorated by expressing the numbers of days in said calendar month, and adjusting the monthly rent by said percentage; and
  - C. Subsection c) Basic and Extended Term Rent, shall remain in full force and effect; and
  - D. Subsection d) Commission, is deleted in its entirety; and
  - E. Subsection e) Taxes and Assessments, shall remain in full force and effect; and
  - F. Subsection f) Payment, shall remain in full force and effect; and
  - G. Subsection g) Reimbursement Payment, is deleted in its entirety; and
  - H. Subsection h) Rent Subsequent to Occupancy of Suite 210, is deleted in its entirety; and
  - I. Subsection i) Credit of Reimbursement of Tenant Improvements, is deleted in it's entirety.

2. It is expressly understood that in all other respects, the terms and conditions of the original lease agreement approved by the Santa Barbara County Board of Supervisors on January 9, 1990, and subsequently amended on April 1, 1994, November 12, 1996, and April 23, 2002 shall remain in full force and effect.

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IN WITNESS WHEREOF, COUNTY and LANDLORD have executed this Fourth Amendment to the Lease Agreement to be effective on the date executed by COUNTY.

"COUNTY"  
COUNTY OF SANTA BARBARA


ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

\_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

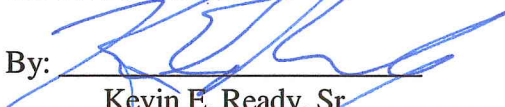
"LANDLORD"  
BURT FUGATE TRUST, 60% INTEREST  
ANNE LE FEVER TRUST, 40% INTEREST

  
Burt E. Fugate, Trustee for Burt Fugate Trust  
and Successor Trustee for Anne LeFever  
Trust

CHILD SUPPORT SERVICES


  
\_\_\_\_\_  
Carrie Topliffe, Director


APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Kevin E. Ready, Sr.  
Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

By: 

APPROVED:  
  
\_\_\_\_\_  
Ronn Carlentine  
Real Property Manager

APPROVED:  
  
\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager