

### THIRD 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 THIRD AMENDMENT (“Third 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 23, 2015 (“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;

WHEREAS effective June 18, 2013, GTC and County entered into a Second 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, as amended by the Second Amendment, provides that County shall not commence construction of the bike path after June 30, 2015; and,

WHEREAS, the Agreement as amended by the Second Amendment further provides that if construction of the bike path has not commenced prior to July 1, 2015, 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, 2015 set forth in Paragraph 4 of the Agreement, as amended by the Second Amendment, shall be deleted and replaced with the date of June 30, 2017.

2. The date of July 1, 2015 set forth in Paragraph 4 of the Agreement, as amended by the Second Amendment, shall be deleted and replaced with the date of July 1, 2017.
3. Except as set forth in Paragraphs 1 and 2 above, this Third Amendment shall not modify or change any of the provisions of the Agreement and the parties to the Agreement and to this Third Amendment are bound to the Agreement provisions as set forth therein.

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

<p>COUNTY OF SANTA BARBARA</p> <p>By _____          Janet Wolf, Chair          Board of Supervisors</p>	<p>GAVIOTA TERMINAL COMPANY,          a General Partnership</p> <p>By _____          Paul Patterson, Director – Joint Interests          Shell Pipeline Company LP          Manager of Gaviota Terminal Company</p>
<p>Attest:</p> <p>Mona Miyasato          Clerk of the Board</p> <p>By _____          Deputy Clerk of the Board</p>	
<p>Approved as to form:</p> <p>Michael C. Ghizzoni          County Counsel</p> <p>By _____          Deputy County Counsel</p>	
<p>Approved as to accounting form:</p> <p>Robert W. Geis, CPA          Auditor-Controller</p> <p>By _____          Deputy</p>	
<p>Approved as to form:</p> <p>Ray Aromatorio          County Risk Manager</p> <p>By _____          Risk Manager</p>	