

SECOND AMENDMENT TO PERMIT NO. 930
BY AND BETWEEN THE CITY OF LOS ANGELES
AND THE JANKOVICH COMPANY

PERMIT No. 930 ("Permit No. 930" or "Permit") by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and THE JANKOVICH COMPANY ("Tenant") is hereby amended a second time, for good and valuable consideration, as follows:

1. Section 2.1.1 shall be amended by (i) adding Berth 73B, consisting of 17,505 square feet (sf) of wharf and 12,600 sf of land, to the Premises, (ii) modifying the configuration of the Berth 73A land, resulting in an addition to the Premises of 1,224 sf, and (iii) removing the Berth 51 wharf (28,500 sf) from the Premises. The new total area of the Premises is 129,959 sf consisting of 42,478 sf of land and 1,740 sf of subsurface land. Section 2.1.1, as amended, shall read as follows:

"2.1.1 Land and Improvements. The premises subject to this Agreement consists of twelve (12) parcels as described below and as more particularly described in Drawing No. 1-1324-1 (collectively, the "Premises"). Such drawing is on file in the office of the Chief Harbor Engineer of the Harbor Department ("Harbor Engineer") and is attached hereto as Exhibit "A-1." The total area of the Premises is 129,959 square feet ("sf") consisting of 42,478 sf of land and 1,740 sf of subsurface land, 75,168 sf of total water (submerged land)/wharf and 10,573 sf of total building (Canetti's Building and building (parcel 3) at Berth 73 Facility. The Premises square footage is broken down as follows:

Berth 73A Facility ("Berth 73A Facility")	75,871 sf
Berth 73B Area ("Berth 73B Area")	30,105 sf
Canetti's Building ("Canetti's Building") 307 E. 22nd Street, San Pedro)	9,068 sf
Truck Access and Parking Lot ("Truck Access and Parking Lot")	14,915 sf"

2. City has the right to remove the Berth 73B Area from the Premises after giving Tenant 180 days' written notice. Any and all costs associated with the removal of the 73B Area from the Premises are to be paid by Tenant.

3. Exhibit "A" shall be replaced with Exhibit "A-1" consisting of a copy of Drawing No. 1-3324-1, which is attached hereto, to reflect the change described in Section 1 of this Second Amendment, above. (The Parcel identified as Parcel 10 at Berth 73B is not part of the Premises and its use shall be governed under the Tariff's Non-Exclusive Berthing Assignment (NEBA). Parcel 10 is identified for informational purposes only.)

4. Section 4.2, Base Rent, is amended as follows.

"Berth 73A Facility and 73B Area: \$16,736.17 per month" shall be added in place of "Berth 73 Facility and Berth 51: \$16,128.16 monthly."

5. Tenant shall maintain and repair the roof on the Canetti's building. Exhibit "J" is amended to reflect such change and Exhibit "J-1", a copy of which is attached hereto, shall replace Exhibit "J".

6. Except as amended herein, all other terms and conditions of Permit No. 930 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit No. 930 on the date to the left of their signatures.

THE CITY OF LOS ANGELES,
by its Board of Harbor Commissioners

Dated _____, 2020

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

THE JANKOVICH COMPANY,
a California corporation

Dated: 8/25/, 2020

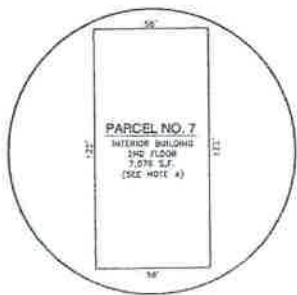
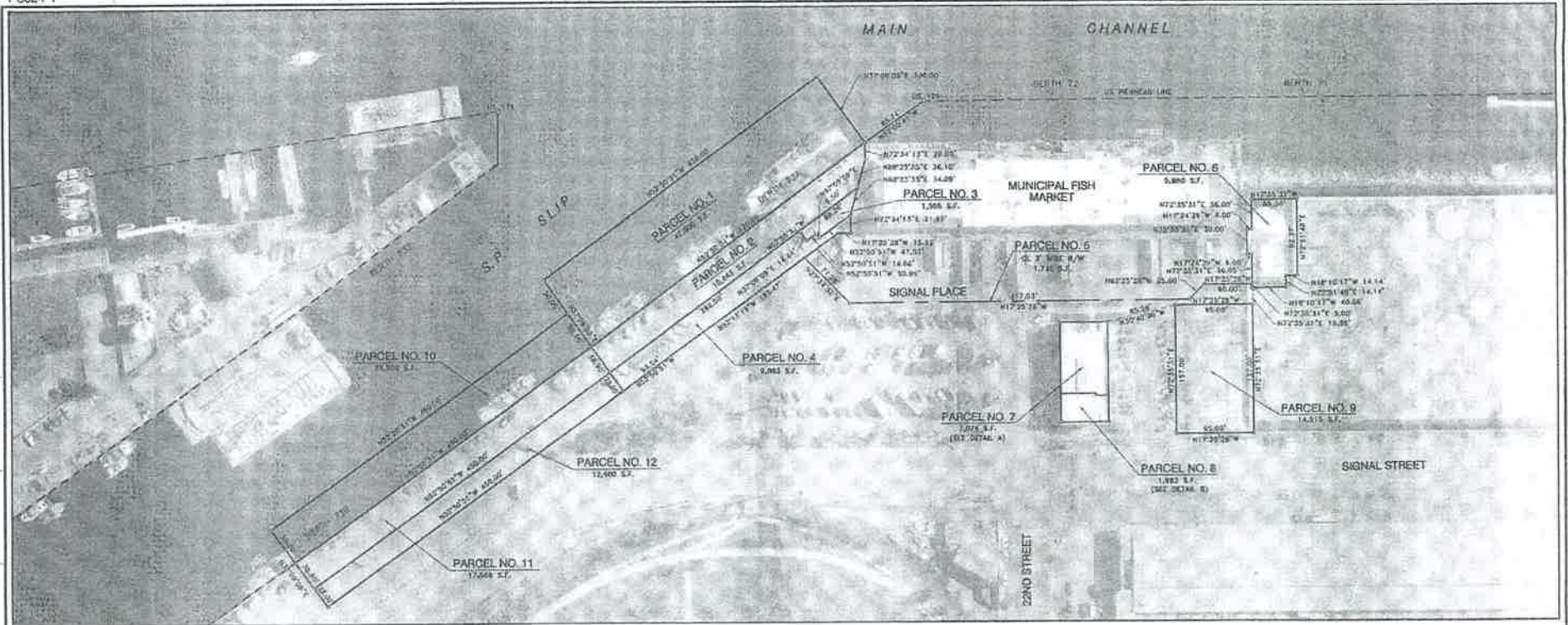
By: [Signature]
TOM J. JANKOVICH, President

Attest: [Signature]
[Signature] VP
(Type/Print Name and Title of Office)

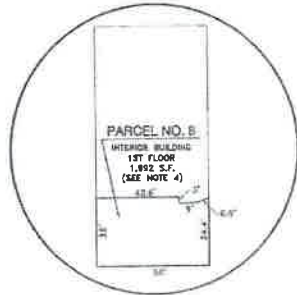
APPROVED AS TO FORM AND LEGALITY

Aug 27, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: [Signature] for
ESTELLE M. BRAAF, Deputy

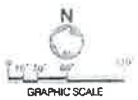


DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

1) All dimensions are shown on this drawing. Accurate measurements should be obtained from ground and verified by measuring tapes.
 2) Horizontal datum is based on the North American Datum of 1983. All vertical dimensions are based on the Mean Sea Level datum.
 3) All building lines on this drawing are 4' off distance. For details of construction requirements of the general building code, reference should be to the applicable code. Further information is available from the Planning and Building Department.
 4) Building lines are shown on LMS Drawing No. 11146.



NO.	DATE	ISSUED	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	NO.	DATE	ISSUED	REVISIONS	BY	DATE	REVISIONS	NO.	DATE	ISSUED	REVISIONS	BY	DATE	REVISIONS	
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2										10														
3										11														
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5										13														
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7																								
8																								

SCALE: 1" = 40'

DESIGNED BY: JANKOVICH
 CHECKED BY: JANKOVICH
 DRAWN BY: JANKOVICH

PERMIT MAP - AUTHORITY NO. P930

JANKOVICH

ENGINEERING DIVISION
 425 S. PALM TREAS STREET SAN PEBRO CA 91368-1300

1-3324-1

EXHIBIT A - 1

EXHIBIT J-1 – CITY MAINTENANCE RESPONSIBILITIES

City shall only be responsible for the maintenance and repair of roofs and fire safety systems on City Improvements except the the maintenance of the roof on the Canetti's building.

The Jankovich Company shall maintain and repair all improvements, including the roof of the Canetti's building at its sole cost and expense during the term of the Agreement except as stated above. Tenant, at its sole cost and expense, shall keep and maintain the Premises, and all buildings, wharf structures (including the fenders, mooring hardware and other components), works and improvements of any kind thereon, including, without limitation, the paving and the improvements existing on the Premises, in good and substantial repair and condition, whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises or improvements thereon. Tenant shall be responsible for and shall perform all necessary inspection, maintenance and repair thereof, including preventive maintenance, using materials and workmanship of similar quality to the original improvements, or updated to current standards for such improvements. Tenant shall obtain any permits necessary for such maintenance and repair, including, but not limited to those issued to City.

If there is any conflict between this Exhibit and any other section in this Agreement, This Exhibit shall control.