

**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 (as that term is defined in the Permit), (ii) modifying the configuration of the Berth 73A Land, resulting in reduction of the Premises by -379 sf, and (ii) removing Berth 51 Wharf (28,500 sf) from the Premises. The new total area of the Premises is 139,859 sf consisting of 29,878 sf of Land and 1,740 sf of Subsurface Land; Total Water (Submerged Land)/Wharf area of 97,668 sf; and Total Building square footage of 10,573 sf broken down as follows:

Berth 73A Facility ("Berth 73A Facility"):

Berth 73B Area ("Berth 73B Area")

Canetti's Building ("Canetti's Building") 307 E. 22<sup>nd</sup> Street, San Pedro)

Truck Access and Parking Lot ("Truck Access and Parking Lot")

2. City has the right to remove the Berth 73B Area from the Premises after giving Tenant 180 days' written notice to Tenant. 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", a copy of Drawing No. 1-3324-1, which is attached hereto, to reflect the change described in Section 1, above. (The Parcel Identified as Parcel 10 at Berth 73B is not part of this permit 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 which Parcel No. 7 and 8 on Exhibit "A-1" are located. Exhibit "J" is amended to reflect such change and the Exhibit "J-1", a copy of which is attached hereto, shall replace the 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: 4-28, 2020

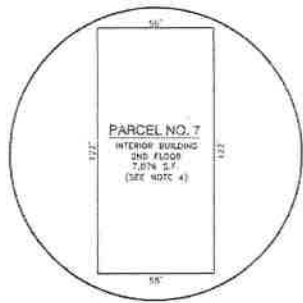
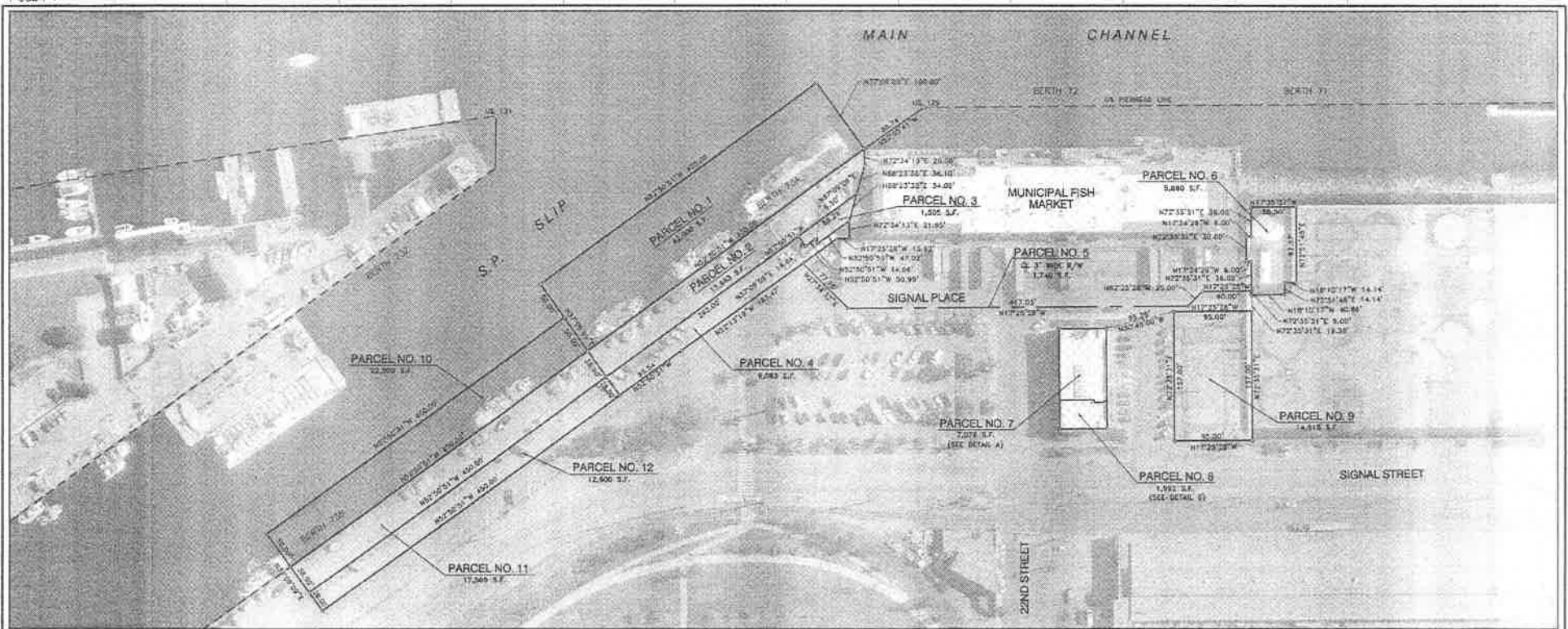
By: *Tom Jankovich*  
TOM J. JANKOVICH, President

Attest: *Bill Prater*  
Its: *J.P.*  
(Type/Print Name and Title of Office)

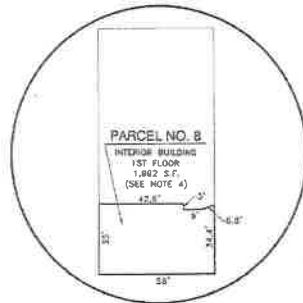
APPROVED AS TO FORM AND LEGALITY

4/30, 2020  
MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: *Estelle M. Braaf*  
ESTELLE M. BRAAF, Deputy

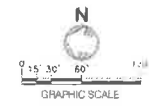


DETAIL "A"  
N.T.S.



DETAIL "B"  
N.T.S.

NOTE:  
1) No subdivisions are shown on this drawing. Accurate subdivision information must be obtained from letters and L.A.C.D. mapsheet records.  
2) Metabolic Datum is based on the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 10, East.  
3) All dimensions shown on this drawing are grid distances, to which is included representation of the ground elevation, unless otherwise noted by the original area holder of L.A.C.D.  
4) Existing facts shown are from an L.A.C.D. Drawing No. 11526



NO.	DATE	ISSUED	REVISIONS	DATE	BY	NO.	DATE	ISSUED	REVISIONS	DATE	BY

SCALE: 1" = 80'  
 DRAWN BY: M. HANDEL 1/13  
 CHECKED BY: J. HANDEL 1/13  
 ENGINEER: J. HANDEL 1/13  
 PROJECT NO.: 1-3324-1

PERMIT MAP - AUTHORITY NO. P030  
**JANKOVICH**  
 THE POINT OF LOS ANGELES  
**ENGINEERING DIVISION**  
 435 S. PALM TERRACE STREET SUITE 2000 LOS ANGELES, CA 90007-1038  
 DRAWING NUMBER: 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.