



Wells Fargo Equipment Finance, Inc.  
600 South 4th Street  
MAC N9300-100  
Minneapolis, MN 55415

## *Landlord's Access Agreement*

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*Master Lease 0052308 dated as of December 17, 2010*

WHEREAS the undersigned is the owner, landlord, or mortgagee of the following described real estate (the "Premises"):

*See Attached Exhibit A*

WHEREAS, the following described equipment (the "Equipment"), including replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto, all as further defined in the Master Lease 0052308 dated as of December 17, 2010 (the "Equipment Lease"), is or will be installed on or affixed to the Premises:

*One (1) new ZPMC Ship to Shore-Rail Mounted Quay Crane, Serial Number ZP08-1188-1*

*One (1) new ZPMC Ship to Shore-Rail Mounted Quay Crane, Serial Number ZP08-1188-2*

*One (1) new ZPMC Ship to Shore-Rail Mounted Quay Crane, Serial Number ZP10-1616-17*

*One (1) new ZPMC Ship to Shore-Rail Mounted Quay Crane, Serial Number ZP10-1616-18*

WHEREAS, the undersigned, **City of Los Angeles** (also referred to as "Landlord"), has leased or otherwise granted to **APM Terminals Pacific LLC** (the "Customer") the right to occupy all or a portion of the Premises pursuant to the terms of that certain Agreement between City of Los Angeles and Maersk Pacific, Ltd. dated August, 2000 (the "Lease");

WHEREAS, **Wells Fargo Equipment Finance, Inc.** ("Creditor") has leased or advance money for purchase of the Equipment to, and has obtained a security interest in the Equipment from the Customer;

WHEREAS, as between Customer and Landlord, the Equipment is personal property owned by Creditor and leased to Customer, as acknowledged in Sections 2(d) and 6(x) of the Lease, in which such Equipment Landlord asserts no property interest, and

WHEREAS, as a courtesy to Customer, Landlord is willing to facilitate access to the Premises by Creditor to enforce its security interests in the Equipment in an Event of Default under the Equipment Lease by Customer, subject to the terms and conditions set forth herein.

NOW THEREFORE during the term of this Landlord's Access Agreement, which shall be the earlier of the expiration of the Lease or the Equipment Lease (provided there is no Event of Default under the Equipment Lease), the undersigned hereby agrees as follows:

1. The recitals of this agreement (the "Agreement"), above, hereby are incorporated into this Agreement as express terms and conditions.
2. In the event Creditor, with a copy to Customer, advises Landlord in writing that an Event of Default has occurred under the Equipment Lease by Customer, and Creditor requests

access to the Premises, Landlord shall not unreasonably withhold, condition or delay granting Creditor written permission for such access, subject at all times to Landlord's rights and obligations under the Lease and the following conditions: (i) Creditor's written request for access shall specifically describe the activities to be undertaken on the Premises; (ii) Creditor shall comply with the permitting processes of Landlord applicable and necessary to process Creditor's written request; (iii) Creditor shall use reasonable care in removing the Equipment and shall minimize any interference with or disruption of any other tenant or occupant of the Premises or associated common areas, (iv) Creditor shall pay, when due, all claims for labor and material furnished to or for Creditor at or for use in the Premises; (v) Creditor shall comply with the law and all rules and regulations of Landlord with respect to the Premises which are applicable to Creditor's activities in the Premises, including, without limitation, work place safety, security, and the use, handling and disposal of hazardous or toxic substances; (vi) Creditor shall obtain and keep in force during Creditor's occupancy of the Premises, insurance insuring Creditor and Landlord against any liability arising out of Creditor's activities at the Premises in a form and in substance acceptable in the reasonable discretion of Landlord's Risk Manager, (vii) Creditor shall repair to the reasonable satisfaction of Landlord any damage to the Premises arising out of or relating to its activities under this Agreement, and (viii) Creditor shall indemnify and hold harmless Landlord and any of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind or nature whatsoever, including litigation costs, arising from or related to Creditor's access of the Premises in connection with this Agreement.

3. This Agreement shall not be deemed to affect or modify the Lease or Customer's obligations thereunder.
4. Creditor may extend the time for payment or change in any other way the obligations of Customer to Creditor without affecting the agreements of the undersigned hereunder.
5. This Agreement shall be binding upon the estate, heirs, successors and assigns of the Landlord and inure to the benefit of the transferees, successors and assigns of Creditor, including without limitation The Huntington National Bank and First Hawaiian Leasing, Inc. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document and all signatures need not appear on the same page.
6. Except as expressly provided herein, Landlord shall not have any duties or obligations to Creditor. Creditor shall not be a third party beneficiary with respect to the Lease. Any exercise by Creditor of its rights under this Agreement shall be solely at its own risk.
7. Customer consents to this Agreement, to the granting of access to the Premises to Creditor, and to the exercise by Creditor of its rights hereunder. Landlord shall not have any liability to Customer arising out of or relating to the acts or omissions of Creditor in connection with the exercise by Creditor of its rights hereunder. Landlord shall not have any duty to inquire as to the validity of Creditor's right, title or interest in the Equipment, or as to the authority of any person who purports to act on behalf of Creditor. Customer

agrees to indemnify, defend and hold harmless Landlord, its affiliated entities, and each of their respective members, managers, partners, officers, directors, agents, employees, lenders, successors and assigns from and against any and all claims, demands, losses, causes of action, liabilities, cost and expenses arising from or relating to the acts or omissions of Creditor in connection with the exercise or attempted exercise of its rights under this Agreement, which may be asserted by or incurred in favor of any person or entity (including, without limitation, Customer), including, without limitation, claims, demands, causes of action, or liabilities (a) for personal injury or property damage, and/or (b) relating to any alleged right, title or interest in or to the Equipment. Customer hereby further releases Landlord, its affiliated entities and each of their respective members, managers, partners, directors, officers, agents, employees, lenders, successors and assigns from any and all liability for or damage to the property and/or business of Customer, or by reason of any rights arising out of this Agreement, or Creditor's future conduct pursuant to this Agreement or Landlord's consent thereto or cooperation therewith.

8. All notices to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery to Landlord, Customer, and Creditor or its successors and assigns (as may be applicable) at the addresses set forth below, or at such other addresses as Landlord, Customer or Creditor may designate in writing in accordance with this Section 8. Notices shall be deemed received upon the earlier to occur of (i) actual receipt or (ii) if sent by personal delivery, upon receipt, if sent by U.S. certified or registered mail, return receipt requested, the second business day after mailing or if sent by courier service, the next business day after mailing.

**If to Landlord:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If to Customer:**

APM Terminals Pacific LLC  
2500 Navy Way  
Terminal Island, CA 90731  
Attn: Steven Trombley

With a copy to:

APM Terminals North America, Inc.  
Office of the General Counsel  
5080 McLester Street  
Elizabeth, New Jersey 07207

**If to Wells Fargo Equipment Finance, Inc.:**

Mark Nicholls  
Loan Adjuster  
Wells Fargo Equipment Finance  
2700 South Price Road, 3rd Floor  
Chandler, AZ 85286

With a copy to:

Marsha A. Houston  
Christopher O. Rivas  
Reed Smith LLP  
355 S. Grand Ave., Suite 2900  
Los Angeles, CA 90071

**If to The Huntington National Bank:**

525 Vine Street, 14th Floor  
Cincinnati, OH 45202  
Attn: HEF Customer Service

**If to First Hawaiian Leasing, Inc.:**

Manuel T. Valbuena  
Senior Vice President  
1580 Kapiolani Blvd.  
Honolulu, HI 96814

9. The Agreement and any exhibit(s), leases or agreements referenced herein set forth all of the representations, warranties and covenants by and between the parties concerning the subject matter of the Agreement and there are no representations or agreements, either oral or written, by or between the parties other than those contained in this Agreement. No modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the parties.
10. In the event any party(ies) to this Agreement shall institute any action or proceeding against the other party(ies) relating to this Agreement, the unsuccessful party(ies) in such action or proceeding shall reimburse the successful party(ies) for its(their) disbursements incurred in connection therewith and for its (their) reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful

party(ies), the successful party(ies) in any lawsuit on this Agreement shall be entitled to its (their) attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. Customer acknowledges that to the extent Creditor incurs costs and expenses enforcing its rights under this Agreement, such costs and expenses shall be obligations of Customer under the documents evidencing the financing.

11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without reference to the conflict of law principles of any other state.
12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall constitute one and the same instrument.

Dated as of: \_\_\_\_\_

**[Signature Page Follows]**



**Landlord:**

City of Los Angeles

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Customer Acknowledgment and Consent:

**APM Terminals Pacific LLC**

*St. M. Trombly*

By

*President & CEO*

\_\_\_\_\_  
Title

Creditor Acknowledgment and Agreement:

**Wells Fargo Equipment Finance, Inc.**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

The Huntington National Bank ("Huntington") and Creditor entered into that certain Amended and Restated Master Assignment Agreement (Leases and Loans) dated as of July 25, 2013 (the "Master Assignment Agreement"), and Creditor assigned the lessee's obligations with respect to that certain Supplement Number 0052308-105 to the Equipment Lease, as set forth in that Specification of Interest by and between Creditor and Huntington.

First Hawaiian Leasing, Inc. ("First Hawaiian") and Creditor entered into that certain Master Purchase Agreement dated as of May 14, 2012 (the "Master Purchase Agreement"), and Creditor assigned the lessee's obligations with respect to that certain Supplement Number 0052308-106 to the Equipment Lease, to First Hawaiian, as set forth in that Specification of Interest by and between Creditor and First Hawaiian

Huntington and First Hawaiian each hereby acknowledge and consent to the foregoing Agreement subject to the satisfaction of the terms and conditions and based on the representations contained herein.

**The Huntington National Bank**

**First Hawaiian Leasing, Inc.**

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Landlord:**

**City of Los Angeles**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Customer Acknowledgment and Consent:

**APM Terminals Pacific LLC**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Creditor Acknowledgment and Agreement:

**Wells Fargo Equipment Finance, Inc.**

  
By

\_\_\_\_\_  
Title

**Mark W. Nichols**  
**Sr. Account Executive**

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**The Huntington National Bank**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**First Hawaiian Leasing, Inc.**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**Landlord:**

**City of Los Angeles**

By

Title

Customer Acknowledgment and Consent:

**APM Terminals Pacific LLC**

By

Title

Creditor Acknowledgment and Agreement:

**Wells Fargo Equipment Finance, Inc.**

By

Title

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**The Huntington National Bank**



By **GREGORY BRAUN**

**VICE PRESIDENT**

Title

**First Hawaiian Leasing, Inc.**

By

Title



**Landlord:**

**City of Los Angeles**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Customer Acknowledgment and Consent:

**APM Terminals Pacific LLC**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Creditor Acknowledgment and Agreement:

**Wells Fargo Equipment Finance, Inc.**

\_\_\_\_\_  
By

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**The Huntington National Bank**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**First Hawaiian Leasing, Inc.**

  
\_\_\_\_\_  
By

\_\_\_\_\_  
Title **MANUEL T. VALBUENA**  
SENIOR VICE PRESIDENT

**Exhibit "A"**

**Lessee:**        **APM Terminals Pacific LLC**

**Legal Description of Premises:**

2500 Navy Way, Terminal Island, CA 90731

The Premises are more particularly described in that certain Agreement between City of Los Angeles and Maersk Pacific, Ltd. dated August, 2000.

**Record Owner:** **The City of Los Angeles, California**  
Please Type/Print Name of Record Owner of Subject Property