

Florida and San Juan, Puerto Rico, and on the Gulf Coast of Mexico, on the other hand¹; and (ii) ports on the Gulf Coast of the United States, Florida, and San Juan, Puerto Rico, on the one hand, and ports on the Gulf Coast of Mexico, on the other hand. The foregoing geographic scope is hereinafter referred to as the "Trade".

ARTICLE 5 -- AGREEMENT AUTHORITY

5.1 (a) HLAG shall charter space to CSAV on its vessels in the Trade for such charter hire and on such other terms and conditions as the Parties may agree from time to time. Except as otherwise provided in this Article 5.1, CSAV may load to/from any of the ports directly called by the service under this Agreement, subject to compliance with local coastal regulations that may apply. CSAV will have a basic allocation of ~~10,496~~460 TEUs per annum, equivalent to ~~23~~10 TEUs per sailing in each direction. CSAV shall pay for slots whether used or unused.

(b) The foregoing allocation shall be divided between U.S. and Mexican ports with respect to TEU allocation as agreed upon by the Parties, but CSAV may divide its cargo deadweight allocation between U.S. and Mexican ports as it deems appropriate. The allocation shall be based on an average cargo weight of 14 MT per TEU, shall be determined in both TEU and cargo deadweight (CDWT), and shall be deemed full in either TEU or CDWT, whichever is reached first.

¹ The terms of this Agreement and the filing of it with the Federal Maritime Commission do not and are not intended to bring within the scope of the U.S. Shipping Act of 1984, as amended, or the jurisdiction of the FMC, any activities hereunder relating to service wholly between non-U.S. ports or points.