

5. Montemar Marítima S.A. ("Montemar")

Address: Praça Independencia 831 5 andar  
Montevideo – Uruguay - 11100

The foregoing are sometimes referred to individually as a "Party" and jointly as the  
"Parties."

ARTICLE 4: GEOGRAPHIC SCOPE

The scope of the Agreement shall be the trade between ports on the U.S.  
East Coast (Eastport, Maine to Key West, FL range) and inland and coastal points  
served via such ports, on the one hand, and ports in Argentina, Brazil, Uruguay  
and Venezuela and inland and coastal points served via such ports, on the other  
hand (the "Trade").

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1. Vessel Sharing

(a) The Parties shall supply vessels to the Trade in two strings with  
coordinated sailing schedules and shall jointly utilize space on each vessel operated  
under this Agreement. HSDG and Alianca shall provide space for the use of CSAV,  
Libra and Montemar for 560 TEUs (@12 MT per TEU) and 98 reefer plugs on each  
round voyage of their jointly utilized vessels in the Trade. CSAV, Libra and  
Montemar shall provide space for the use of HSDG and Alianca for 560 TEUs (@12  
MT per TEU) and 98 reefer plugs on each round voyage of their jointly utilized  
vessels in the Trade. In addition, beginning with the first sailing after the  
HSDG/Alianca/CMA CGM Space Charter Agreement becomes effective, and so long  
as that agreement remains in effect, CSAV, Libra and Montemar shall provide  
space for 150 TEUs per sailing to HSDG/Alianca on such terms and conditions as

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FMC Agreement No. 011938-002 (2nd Ed.)  
Original Page No. 2a

they may agree from time to time, which space HSDG/Aliança are authorized to sub-charter to CMA CGM. Space received under this Agreement shall be divided between the Parties receiving it as those Parties may agree from time to time. The Parties are authorized to buy/sell additional space from/to one another on an *ad hoc* basis on such terms and conditions as they may agree from time to time, subject to space availability.

(b) The Parties may use space made available to them under this Agreement to transport transshipment cargo moving from origins and/or to

HSDG/ALIANCA/CSAV/LIBRA/MONTEMAR  
Vessel Sharing Agreement  
FMC Agreement No. 011938-002 (2nd Ed.)  
First Revised Page No. 3

destinations beyond the geographic scope of this Agreement whether moving on a through bill of lading or otherwise.

(c) Each Party may sub-charter space made available to it hereunder to its carrier affiliate(s) in which at least 50% of the voting shares are owned by the Party, its parent or a direct or indirect subsidiary of the Party, but may not sell, sub-charter, or otherwise make such space available to unaffiliated carriers, without the prior unanimous written approval of the other Parties, except that Montemar may subcharter space received by it hereunder to Hapag-Lloyd CP Ships in accordance with FMC Agreement No. 011894 and that HSDG/Aliança may subcharter space received by them hereunder to CMA CGM pursuant to the HSDG/Aliança/CMA CGM Space Charter Agreement.

5.2. Services and Vessel Schedules

(a) The parties shall operate two strings, each providing a weekly service in the Trade. One string shall be managed by CSAV, and the other string shall be managed by HSDG (CSAV and HSDG hereinafter being referred to as a "Manager" and collectively as the "Managers"). Each Manager shall provide the other Parties with not less than thirty (30) days advance written notice of any permanent change in port calls or port rotation with respect to its string.

(b) The Parties shall exchange and agree upon pro forma schedules for the respective strings. In the event that a Party's on-time adherence to the agreed pro forma schedule for its service falls below 70% during any two consecutive round-voyage cycles, any of the other Parties may resign from this Agreement at any time on not less than thirty (30) days advance written notice.

(c) The Parties agree that CSAV shall have withdrawn a vessel from its string in the Trade within sixty (60) days of the entry into effect of the first edition of this

HSDG/ALIANCA/CSAV/LIBRA/MONTEMAR  
Vessel Sharing Agreement  
FMC Agreement No. 011938-002 (2nd Ed.)  
Original Page No. 3a

Agreement, and that CSAV shall pay to HSDG an amount to be agreed in consideration of the cost savings resulting from such withdrawal.

5.3. Terminals and Stevedores

The Parties are authorized to discuss and agree on the joint and/or