ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement shall extend to the trade between the ports on the U.S. Atlantic Coast which may be served by Maersk Line from time to time on the one hand, and ports in Australia, New Zealand, and Panama, on the other hand. All of the foregoing is hereinafter referred to as the “Trade.”

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Maersk Line shall guarantee the availability of and provide to HLAG, and HLAG shall purchase from Maersk Line, slots for 150 TEUs/2400 MT (whichever is used first) and 50 reefer plugs on each northbound voyage of Maersk Line’s service in the Trade, and slots for 210 TEUS/2625 MT (whichever is used first) and 44 reefer plugs on each southbound voyage of Maersk Line’s service in the Trade.¹ Maersk Line may sell HLAG slots in excess of the foregoing allocation on an ad hoc basis on terms to be agreed by the parties. HLAG may not slot charter or sub-charter slots made available to it under this Agreement to any third party without the prior consent of Maersk Line.

5.2 The parties are authorized to discuss and agree on the terms and conditions relating to the sale of slots hereunder, including slot hire, the number of reefer plugs to be provided, the maximum weight restrictions (if any) applicable to the slot allocation, the permitted ratio (if any) of particular equipment sizes, and the compensation to be paid for such slots.

¹ These figures reflect allocations on J-type and B-type vessels. On Bahia-class vessels, HLAG shall receive 194 TEU/3,104 MT northbound and 260 TEU/3,250 MT southbound, and 10 additional reefer plugs.
5.3 Maersk Line and the vessels on which it provides space shall comply with the requirements of the ISM Code. Maersk Line shall be responsible for all operational aspects of the vessels. Maersk Line shall have the option to introduce changes to the
5.9 The parties shall collectively implement this Agreement by meetings, writings, or other communications between them and make such other arrangements as may be necessary or appropriate to effectuate the purposes and provisions of this Agreement.

**ARTICLE 6: AGREEMENT OFFICIALS AND DELEGATIONS OF AUTHORITY**

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

(i) Any authorized officer of either party; and

(ii) Legal counsel for either party.

**ARTICLE 7: VOTING**

Except as otherwise provided herein, all actions taken pursuant to this Agreement shall be by mutual agreement of the parties.

**ARTICLE 8: DURATION AND TERMINATION OF AGREEMENT**

8.1 This Agreement shall become effective on the date it is effective under the U.S. Shipping Act of 1984, as amended, or such later date as may be agreed by the parties in writing. It shall continue until at least December 31, 2010, with a minimum notice of termination from either party of 6 months. Such notice of termination shall not be given prior to December 31, 2011.

8.2 Notwithstanding Article 8.1 above, this Agreement may be terminated pursuant to the following provisions:
(a) If, at any time during the term of this Agreement there shall be a change in ownership of a party, and the other party is of the opinion, arrived at in good faith, that such change in control is likely to materially prejudice the cohesion or viability of the Agreement, then the other party may, within 12 months of becoming aware of such change, give not less than three months notice in writing terminating this Agreement. A company reorganization within the TUI group shall not constitute a change in ownership for purposes of this Article 8.2(a).

(b) If, at any time during the term of this Agreement either party (the “Affected Party”):

i) is dissolved;

ii) becomes insolvent or fails to pay its debts as they become due;

iii) make a general assignment, arrangement or composition with, or for the benefit of its creditors;

iv) has a winding-up order made against it or enters into liquidation whether voluntarily or compulsorily;

v) seeks or becomes the subject of the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;

and the other party is of the opinion that:

i) such event or occurrence is or may be materially detrimental to the service under this Agreement; or

ii) sums that may be owed (other than those that would be considered disputed in good faith) may not be paid or have not been paid in full or that their payment may be delayed;

then the other party may give notice to the Affected Party terminating with immediate effect or suspending for such period as the other party in its sole discretion deems appropriate, this Agreement or any part thereof.

8.3 Furthermore, should HLAG repeatedly fail to comply with the requirements described in Article 5.5 of this Agreement, or should HLAG not comply with the requirements under the C-TPAT as described in Article 5.6 of this Agreement, Maersk Line can terminate this Agreement with immediate effect.

8.4 Notwithstanding any termination in accordance with Article 8.2 or 8.3 above, the non-defaulting party retains its right to claim against the defaulting party
for any loss and/or damage caused or arising out of such termination.

8.5 Notwithstanding the above, Maersk Line may terminate this Agreement with 6 months notice at any time after a minimum period of 6 months duration has elapsed from the point at which Amendment No. 005 004 came into effect, and only in the case that Maersk Line decides to cease operation of the service. HLAG may terminate the Agreement on the notice provided in this Article 8.5 in the event it leaves the Trade.

ARTICLE 9: NON-ASSIGNMENT

Neither party shall assign all or any part of its rights, or delegate all or any part of its obligations, under this Agreement to any other person or entity without the prior written consent of the other party.

ARTICLE 10: FORCE MAJEURE

10.1 Neither Maersk Line nor HLAG shall be deemed responsible with respect to its failure to perform any term or condition of the Agreement if such failure, wholly or partly, is due to an event of Force Majeure, such as, but not limited to: war (declared or undeclared); terrorism; hostilities; warlike or belligerent acts or operations; piracy; riots; civil commotion or other disturbances; participation in the U.S. Department of Defense Emergency Preparedness Program or other U.S. military national security agreements; acts of God; blockade of port or place or interdiction or prohibition of or restriction on commerce or trading; governmental action including but not limited to quarantine, sanitary or other similar regulations or restrictions; strikes, lockouts or other labor troubles whether partial or general and whether or not