

8.2 Either party may terminate this Agreement by providing not less than three (3) months' one (1) month's prior written notice of termination to the other party; provided, however, that such notice of termination may not be given sooner than three (3) months after the effective date of Amendment No. 1 to this Agreement-effective prior to March 31, 2019.

#### **ARTICLE 9: NON-ASSIGNMENT**

Neither party shall assign any of its rights or obligations under this Agreement to without the prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **ARTICLE 10: APPLICABLE LAW AND ARBITRATION**

10.1 This Agreement shall be subject to the U.S. Shipping Act of 1984, as amended, but shall otherwise be governed by and construed in accordance with English law.

10.2 Any dispute arising out of or in connection with this Agreement which cannot be amicably resolved shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

10.3 The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 21 calendar days of that notice and stating that it will appoint its arbitrator as

**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. Gulf Coast (Key West, FL to Brownsville, TX range and Puerto Rico) on the one hand, and ports in Mexico, the Dominican Republic, Panama, Colombia, Costa Rica, Guatemala, and Honduras on the other hand, which may be served by HLAG from time to time. All of the foregoing is hereinafter referred to as the "Trade."

**ARTICLE 5: AGREEMENT AUTHORITY**

5.1 (a) HLAG shall charter to ONE, and ONE shall purchase from HLAG, slots for 150 TEUs/2,100 tons (whichever is used first) on a used or not basis on each sailing of HLAG's GCS service, with such slots to be split as follows: 100~~50~~ TEU/1,400~~700~~ tons on a round voyage basis and 50~~100~~ TEU/700~~1400~~ tons from southbound Manzanillo to northbound Manzanillo.<sup>1</sup> HLAG shall provide ONE with a total of 25 reefer plugs as part of the foregoing allocation.

(b) Subject to space availability, HLAG may sell ONE slots in excess of the foregoing allocations on an ad hoc basis on terms to be agreed by the parties. ONE may not slot charter or sub-charter slots made available to it under this Agreement to any third party without the prior consent of HLAG. ONE may use slots provided hereunder for cargo originating at or destined to locations outside the scope of this Agreement, or for inter-port cargo, subject to compliance with any local coastal regulations that may apply. IMO and out-of-gauge cargoes and/or special equipment will be accepted only if requested in advance in writing by ONE and agreed by HLAG.

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<sup>1</sup> The inclusion of non-U.S. trades in this Agreement shall not bring such non-U.S. trades under the jurisdiction of the U.S. Federal Maritime Commission or entitle the parties hereto to immunity from the U.S. antitrust laws with respect to such non-U.S. trades.