

ARTICLE 5: AGREEMENT AUTHORITY

5.1 (a) Crowley shall charter to Maersk Line, and Maersk Line shall purchase from Crowley, space for 30 FEU/840 MT (whichever is used first) per northbound sailing in the Trade on a used or not basis, which space shall initially be used to move cargo to Miami. In addition, Crowley shall make available to Maersk space for an additional ~~70~~ 50 FEU/1,960 MT (whichever is used first) northbound on a used only basis. ~~Maersk Line commits to a quarterly space purchase equivalent to 50 FEU per week.~~ Crowley shall provide slots and guarantee the availability of such space or weight to Maersk Line, including the availability of ~~50~~ 30 reefer plugs. The Parties are authorized to discuss and agree on the terms and conditions applicable to the sale and purchase of space, including the amount of slot charter hire. Additional slots may be chartered to Maersk Line on an *ad hoc* basis, subject to space availability.

(b) In addition to the space and reefer plugs described in Article 5.1(a) above, Crowley will make available an additional ~~50~~ 30 reefer plugs per sailing on a non-guaranteed basis, subject to planning and projections made in accordance with procedures agreed upon the Parties. Should volumes and projections warrant, the Parties will use their best efforts to agree on a plan to accommodate up to ~~100~~ 60 plugs per sailing and to increase the ~~50~~ 30 plugs committed to on a used or unused basis to a higher number of plugs to be provided on the same basis. The changes authorized in this Article 5.1(b) may be made without further amendment to this Agreement.

REC'D MARITIME COMM
BUREAU OF ECON & AGMT ANAL

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