

July 22, 2019
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INLAND TRANSPORT SERVICE AGREEMENT

INLAND TRANSPORT SERVICE AGREEMENT ENTERED INTO BY:

HAPAG-LLOYD (AMERICA) LLC, acting as agent for and behalf of HAPAG-LLOYD AG, HEREINAFTER AND FOR THE INTENTS AND PURPOSES OF THIS AGREEMENT TO BE REFERRED TO AS "HLAG"

AND
EXA, S.A. HEREINAFTER AND FOR THE INTENTS AND PURPOSES OF THIS AGREEMENT TO BE REFERRED TO AS "VENDOR"

CLAUSES

FIRST: PURPOSE - The Parties agree that the VENDOR undertakes to furnish HLAG with the inland transport services, Containers to be delivered to its final destination as appointed by HLAG.

SECOND: PROVISION OF SERVICES - The VENDOR undertakes to provide HLAG with adequate service, sufficient Vehicles, and Equipment (tractor-trailers, platforms, mobile generators, and or chassis). HLAG undertakes to make use of the VENDOR's services provided the VENDOR promptly furnishes the number of Vehicles and Equipment required by HLAG in conformity with applicable laws and regulations, HLAG's its policies and operating procedures, and with the standards of service prescribed in THE SAFETY/SECURITY GUIDELINES which are attached in Exhibit B to this agreement and which, upon being duly signed by the contracting parties shall become an integral part hereof.

VENDOR undertakes to transport the Containers as soon as HLAG puts it at its disposal, and undertakes to deliver the Containers to the addresses and on the delivery dates which shall be expressly stipulated in the letter of instruction / work order / delivery release form; the address as indicated in the bill of lading to be issued by HLAG evidencing the carriage of the cargo. The provision of the services shall be conducted by the VENDOR with its own personnel, and accordingly, from this time forward it relieves HLAG of any possible liability which might potentially arise in regard to the service provided. Accordingly, the VENDOR undertakes to hold HLAG harmless against any claim which may be raised directly or indirectly by any of its employees.

THIRD: EQUIPMENT - For the intents and purposes of the preceding clause, the VENDOR shall use its own Vehicles and Equipment (tractor-trailers, platforms, mobile generators, and/or chassis) to comply with the stipulated purpose of this Agreement i.e., the inland transport service of HLAG's Containers.

When the VENDOR receives or delivers Containers it must update equipment (Container) status via HOD (Host on Demand) or E-mail / Fax to HLAG or its Agent. An Equipment Interchange Receipt (EIR) must be provided for every single Container. VENDOR must request a work order from Carrier or Agent in order to invoice transport move. If VENDOR observes any damage to the CARGO or Equipment/Container, it must immediately report it on the Equipment Interchange Receipt (EIR), recording the physical condition in which it is receiving the Container thereon; accordingly, the VENDOR shall be responsible for verifying that the Container is being delivered in good condition. VENDOR is responsible for signing and dating EIR. If the Container is damaged, the VENDOR must notify HLAG or Agent and make sure this is stated on the EIR reception document. If the VENDOR does not conduct said review, it accepts receipt of the Container in good condition and undertakes to pay for any damages and return it in the same condition. This includes the Container cleanliness.

FOURTH: SPECIAL CARGO - In the following cases the VENDOR must have special Vehicles to transport refrigerated cargo, hazardous cargo, and oversized cargo.

When the Container is refrigerated (reefer containers), the VENDOR undertakes to designate personnel who are duly qualified and trained. VENDOR shall be responsible for the handling and control of special Container. The VENDOR must report the Container temperature at the times of pickup and delivery.

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For hazardous Cargo, the VENDOR undertakes to have all the permits required by the country's rules, regulations, and laws, as well as to comply with all the international standards on the subject, in addition to carrying the necessary documentation for the type of cargo it may be required to transport at any given time. In addition, the VENDOR must make certain that the Container it carries has hazardous cargo placards appropriate for the product. When the VENDOR picks up the empty Container, it must make sure it is free of placards.

For oversized Cargo, the VENDOR must have the current permits and licenses required by the standards, regulations, and laws in force to that end.

FIFTH: CONSIDERATION - HLAG, undertakes to pay the VENDOR the rates agreed upon by both parties for the provision of the inland transport service to which this agreement refers, which rates are stipulated in EXHIBIT A of this agreement; said exhibit also stipulates the form, frequency, and review of rates, and upon being duly signed by the contracting parties it becomes an integral part of this agreement. VENDOR undertakes to deliver the appropriate invoices to HLAG in compliance with all tax, administrative, and legal requirements pursuant to the applicable legislation.

SIXTH: PAYMENT - The payment terms agreed are: 30 days as of the day HLAG receives the VENDOR invoices.

The VENDOR may under no circumstances and for no reason, including failure to pay for the services, retain the Container/ Cargo, whether or not it is HLAG property or is under HLAG lawful custody. Accordingly, the VENDOR expressly undertakes to deliver it in the same condition in which it was delivered by HLAG.

SEVENTH: TERM - This agreement shall be effective for a three (3) year term, commencing as of the date on which it is signed. Should the contracting parties sign on different dates, the commencement date shall be the latter of the two dates of signature. After completion of the aforementioned three (3) year term, the contract shall renew automatically for an additional year, unless any of the parties gives the other written notice of its intention not to renew the agreement. The notice shall be sent 90 days in advance of the completion of the three year term.

If automatically renewed pursuant to the above paragraph, the agreement shall continue to exist thereafter indefinitely until any of the parties gives the other notice of its intention to terminate the agreement. Such notice of termination may be sent by any of the parties, at any time, with 60 days in advance of the date of effective termination.

The parties agree that this agreement may be terminated at any time if any of the following events should occur:

- a) By written agreement of the parties.
- b) By HLAG, if the VENDOR fails to provide the services to which this instrument refers within the time limits and in accordance with the routes described in Exhibit A.
- c) By either party, if the other party is declared in bankruptcy or insolvency, or if all or part of its property is attached, or if it is closed down or its activities are restricted in the locations where it provides services pursuant to any kind of court order, administrative determination, etc.
- d) By either party, if the other party breaches any of the material obligations assumed pursuant to this agreement or commits any default which is a ground for its rescission in accordance with the Law.
- f) By HLAG, when the VENDOR is involved in any kind of unlawful act or violation of the applicable laws.
- g) By HLAG, when the VENDOR fails to comply with any applicable anticorruption laws, rules or regulations.

EIGHTH: QUALITY OF OPERATION - VENDOR undertakes to comply with the quality and operating standards demanded by HLAG, which are stipulated in THE SECURITY/SAFETY GUIDELINES attached in Exhibit B of this agreement, which upon being duly signed by the contracting parties shall become an integral part thereof.

If the VENDOR fails to comply with the quality and operating standards stipulated in the aforementioned SECURITY/SAFETY GUIDELINES Exhibit B and that fact generates extra costs, they must be covered at all times by the VENDOR, which undertakes to hold HLAG harmless against any claim or charge. Vendor's failure to perform duties as per Quality and KPI's depicted in Exhibit C of this agreement could result in penalties and fines assessed to vendor.

The VENDOR may not store the HLAG Containers at its facilities unless this has been expressly agreed to in writing by the parties; in that event the VENDOR undertakes to send HLAG daily reports on the Container at its facilities.

VENDOR agrees, acknowledges, and undertakes not to use HLAG's Container to ship third parties' cargo; to do so, the VENDOR must notify HLAG and its Agent of the number of empty container so that HLAG may instruct the VENDOR as to

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when it may permit the container's reutilization, understood as the fact that an export cargo is paired with an import cargo or vice versa, or that an import or export cargo is paired with a domestic cargo.

NINTH: DELIVERY - The VENDOR expressly undertakes to comply with the established transit times, except when prevented by Force Majeure (as defined in clause Seventeenth below). Any act of God, force majeure or delay must be immediately notified by VENDOR to HLAG's representative in writing, indicating the new estimated date and time of arrival of the Container at its destination.

If the delay is due to a mechanical breakdown, the VENDOR must send another vehicle at its own expense so that the shipment may be transported within the agreed transit time. The VENDOR must deliver the empty Container to HLAG within a maximum of 24 hours after having picked it up.

TENTH: CARE AND CUSTODY - VENDOR accepts full responsibility and liability for the care, custody, and control of the Containers which have been delivered to it, from the time it receives them to the time they are received by HLAG or its Agent.

The VENDOR expressly undertakes to hold HLAG or its Agent harmless against any claim or lawsuit, whether civil, mercantile, labor, administrative, criminal, or fiscal in nature, which may arise from the provision of the service of shipping the Equipment / Containers/ Cargoes, regardless of the time elapsed since the date of the provision of the services, as well as to immediately inform HLAG or the Agent by telephone and in writing of any accident, theft, or detention of the Container.

ELEVENTH: EXCLUSIVITY - This Agreement grants Honduras exclusivity in favor of the VENDOR as long HLAG and Vendor mutually agree on rates and charges quoted herein.

TWELFTH: NOTICES - VENDOR expressly undertakes to immediately inform HLAG or the Agent of any accident involving the Containers by telephone and in writing, and undertakes to salvage the Containers involved in said accident as quickly as possible and at its own expense, after completing the appropriate procedures vis-à-vis the authorities, and to deposit it at the place designated by HLAG or its Agent. The VENDOR undertakes to pay all kinds of lawful expenses and fees which may be generated during said salvaging of the Containers, including payment for tow truck services, and to procure the Container release by the authorities when detained as a consequence of a casualty.

In the event of expenses or legal fees which must be paid by HLAG for any reason, the VENDOR must reimburse it for said expenses or fees within a period not exceeding 10 consecutive days from the date of request for reimbursement.

THIRTEENTH: ASSIGNMENT OF THE AGREEMENT - The VENDOR may not assign or transfer this agreement, nor all or part of its rights hereunder to any third party, without HLAG's prior written consent.

The VENDOR may in no way encumber, assign, lend, or furnish for use the Containers to any third parties, The VENDOR shall indemnify and hold harmless HLAG for any losses or damages of whatsoever nature HLAG may suffer due to VENDOR's failure to comply with the previously mentioned obligation in respect to Containers. The indemnification prescribed in the preceding paragraph must be paid to HLAG within 15 calendar days from the date of invoicing thereof by HLAG.

FOURTEENTH: OWNERSHIP OF THE CONTAINERS - For the intents and purposes of this agreement, the parties expressly agree that the Containers which HLAG and/or its Agent furnish to the VENDOR shall be deemed to be HLAG property at all times. Accordingly, in the event of theft, accident, or loss, the VENDOR shall cover the entire amount of the resulting costs.

FIFTEENTH: INSURANCE FOR VEHICLES - VENDOR undertakes to insure the Vehicles it owns and with which it provides the service against liability for damages to third parties' property (including CARGOES) and/or person, including consequential damages, and it undertakes to hold HLAG harmless from any claim against it which may be raised by third parties for the use of the Container or the acts of operators thereof, regardless of the time elapsed since the date of the provision of the services; accordingly, it undertakes to keep insurance policy providing coverage of any of aforementioned casualties in force throughout term of this agreement. The VENDOR must have a minimum insurance coverage of \$80,000 USD Eighty - Thousand USD per any one accident or occurrence (AOAOO). A copy of the policy in question must be sent to HLAG prior to start service. In any case established hereto, insufficiency of insurance coverage shall not exempt the VENDOR from its full responsibilities and liabilities under the terms of this contract.

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SIXTEENTH: INSURANCE FOR THE HLAG EQUIPMENT AND CARGO - HLAG, for its part, undertakes to insure HLAG equipment. The VENDOR must have a minimum CARGO insurance coverage of \$80,000 USD Eighty- Thousand USD per any one accident or occurrence (AOAOO). A copy of the policy in question must be sent to HLAG prior to start service.

The VENDOR, after due investigation and in accordance to local insurance legislation, shall be responsible for paying for any damages, whether total or partial, in cases where the casualty has occurred due to negligence by the VENDOR or its operators, employees, etc. In that event, the VENDOR undertakes to pay for any damages, whether total or partial, suffered by the HLAG Equipment and cargo within ten (10) calendar days after the presentation of the claim by HLAG or its Agent, and if payment is not obtained within said term HLAG may deduct the amounts owed from the VENDOR. In the event of damages or any casualty, the vendor likewise undertakes to pay HLAG for Equipment, even when insured. In any case established hereto, insufficiency of insurance coverage shall not exempt the VENDOR from its full responsibilities and liabilities under the terms of this contract.

SEVENTEENTH: FORCE MAJEURE - If either of the parties is unable to perform any of its obligations, including but not limited to any obligations to pay or compensate costs of any kind, under this agreement by reason of *force majeure*, those obligations of that party shall be suspended for the duration of the *force majeure*. However, the party shall use all reasonable efforts to mitigate the effect and consequences thereof. This suspension of obligations shall not apply to obligations to effect payments due except where the banking system has been disrupted.

No liability shall be attached to either party if its obligations under this agreement cannot be performed due to such force majeure including but not limited to Acts of God, war, even if undeclared, government regulations, terrorism, civil commotion, strikes or lock-outs or act of piracy which are beyond the control of the parties.

EIGHTEENTH: CONFIDENTIALITY - The parties hereto agree upon keeping the most absolute confidentiality with respect to any data, information, material, details, innovations, trade secrets, brands, inventions, technical and commercial specifications, documentation, financial data and clients' data among other (hereinafter "the Information"), to which it may have access to or knowledge of, or which may have been confided to it because of this Agreement. The parties hereto also commit not to reveal, reproduce, use or make available under any circumstances, as well as not to allow any of its employees and/or contractors to make use of the said Information, except if strictly complying with their obligations under this agreement. The confidentiality obligation herein agreed to by the parties will remain in force during and after the expiration date of this agreement.

Except as required by law, the existence of this agreement shall not be disclosed nor its contents divulged to any third party hereto without the written consent of the other party.

NINETEENTH: NOTIFICATIONS - For the purposes of hearing and receive all kinds of notifications and communication related to the present contract, the contracting parties indicate as their respective domiciles the following:

HLAG: Hapag-Lloyd AG.

3350 SW 148th Avenue Suite 320, Miramar FL 33027

VENDOR: EXA, S.A.

2 Y 3 Calle, 9 Avenida, Barrio El Benque,
San Pedro Sula, Honduras

The foregoing domiciles may be changed provided notice is given to the other party with acknowledgment of receipt within five (5) days after the date on which said change of domicile takes place.

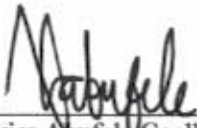
TWENTIETH: LAW AND JURISDICTION - This contract will be subject to the laws of HONDURAS

All disputes arising out of or in connection with this contract, shall be resolved by arbitration before a single arbitrator and according to the Rules of International Commercial Arbitration of the Arbitration and Mediation Center of the Santiago, Chile Chamber of Commerce in effect at the time of its initiation.

In witness whereof the parties have caused this agreement to be executed in duplicate

HAPAG-LLOYD (America) LLC, acting as agent for and behalf of HAPAG-LLOYD AG

Tony DeCiccio / Sr. Vice-President
Area Centro America
Date: _____



Xavier Abufelo Coello
General Manager
Date: July 22, 2019

Javier Rosario / Operations Director
Area Centro America
Date: _____

EXHIBIT B – SECURITY / SAFETY

Between: **HAPAG-LLOYD (America) LLC as agent of Hapag Lloyd A.G.**, hereinafter referred to as "**The Line**",

And **EXA, S.A.**

Vendor, a corporation organized under the laws of **HONDURAS** hereinafter referred to as "**The Vendor**"

C-TPAT AGENCY AGREEMENT - Non U.S. ports

(Applicable to all Ports abroad US where Hapag Lloyd cargo is moving to or transshipping / transiting U.S. Territory.
THIS AGREEMENT made as of this, between The Line and The Vendor:

The Port Agent acknowledges that HLAG is a U.S. Customs-Trade Partnership against Terrorism (C-TPAT) approved Sea Carriers. As such, all Hapag Lloyd vendors must comply with the security initiatives outlined under this program.

The C-TPAT initiatives consist of, but are not limited to the development and maintenance of internal policies and programs to address the following issues: Procedural security, Personnel security, New Customer verification, Education and Awareness training inclusive of detection of potential conspiracy, Physical Security, Access controls,

U.S. Customs has developed a C-TPAT program to ensure Sea Carrier's supply chain is secure and in compliance with this program we require all our Agents to participate in the C-TPAT initiative where applicable or, where not available, establish security initiatives in the spirit of and covering the same requirements as under C-TPAT.

Signature below by an officer of your company ensures that **Vendor**, will implement security initiatives in the spirit of and covering the same requirements as under C-TPAT. More detailed explanation of the requirements for Compliance can be found on the U.S. Customs website:

<https://www.chp.gov/border-security/ports-entry/cargo-security/ctpat>

BUSINESS ALLIANCE FOR SECURE COMMERCE

WBO is the world's largest business led organization whose mission is to generate a security culture throughout the supply chain, by implementing Management Systems and control measures in international trade processes and other related sectors.

HLAG supports and recommends BASC certification to all it's vendors.

<http://www.wbasco.org/en>

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EXHIBIT C - KEY PERFORMANCE INDICATORS / QUALITY/ PENALTIES

QUALITY

The Vendor is an extension of HLAG services, they must conform and adhere to industry and professional practices commensurate with high standards of safety, quality and respect.

The Vendor is expected to follow and respect merchant's safety, quality, delivery and pick-up protocols at all times while in merchant's premises.

The Vendor's personnel, inclusive of Drivers, Dispatch, Customer Service and Administrative personnel is expected to adhere to the professional, ethical and industry standards.

The Vendor's drivers must wear proper attire and carry updated and proper identification at all times while on duty.

The Vendor is responsible for contacting merchant to confirm address and schedule appointment, HLAG will provide merchant's contact, address and telephone information on Work Orders

The Vendor must report all Driver/Merchant incidents (conflicts, disagreements, disrespectful behavior) within 2 hours of incident and provide detail timeline of events

The Vendor has 24 hours to report additional / incidental cost to corresponding Work Order, failure to report additional / incidental costs will result in vendor absorbing corresponding costs

KEY PERFORMANCE INDICATORS (KPI)

- HLAG Work Orders (WO) must be reviewed, validated for accuracy and acknowledge in writing within 2 hours of receipt
- Equipment positioning will be considered late/delayed after 2 hours of scheduled appointment
- Vendor will be exempted from penalties/fines from late/delayed positioning if HLAG is notified in writing at least 4 hours prior to the original target delivery/pick-up appointment time
- Vendor must report in writing and within 4 hours of receipt all units stored at their facilities (See Clause Eighth of this agreement)
- Vendor has 48 Hours after receipt of HLAG SOA (Statement of Account) to review, validate and confirm accuracy, amounts and number of work orders. Failure to comply within 48 hours may result in payments being delayed past the agreed credit terms of this agreement
- Vendor has the option within 48 hours to exclude unresolved/disputed Work Orders from assigned SOA in order not to delay payment of invoices
- Unresolved/Disputed Work Orders once resolved will be added to next available SOA
- Vendor Invoices must match amounts on HLAG SOA and reflect SOA assigned number, failure to include SOA number on Vendor Invoices will result in Invoices being returned to Vendor and delayed payments

PENALTIES / FINES

- HLAG reserves the right to assess a penalty of USD 15.00 for the first 5 late/delayed incidents (within a six(6) month period, a USD 50.00 penalty will be assessed for any incidents thereafter
- Repeat offenders may result in fines and cancellation of agreement
- HLAG reserves the right to exclude any driver found guilty of violating code of ethics from participating in HLAG business
- Repetitive Non-Compliance of KPI may result in contract cancellation (See Clause Seventh)

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EXHIBIT D - FREE CONTAINER POOLS

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EXHIBIT E – FUEL SURCHARGE CALCULATION FORMULA
(If Applicable)

HLAG and vendor have jointly agreed that Fuel Surcharge is included and will not be applicable on the Inland base rates.

In the event Fuel Prices in Honduras increase by 10% or more, a Fuel Surcharge will be applicable, based on the following criteria and formula:

FUEL SURCHARGE CRITERIA

- 1) Base Rates of the tariff will not be affected by the fuel surcharge
- 2) Fuel Surcharge will be adjusted on a quarterly basis and will be applicable starting the first of the month for each corresponding quarter – January 1 / April 1 / July 1 / October 1
- 3) Fuel Surcharge will be determined based on the last week prices of the preceding quarter fuel price provided by the Minister of Economics Web Site of corresponding country. This information is public and accessible to both parties.

HONDURAS - <http://www.ahdippe.org>

- 4) When the price of Diesel drops below **82.02** and/or increase up to **90.22** per gallon (Constant), fuel surcharge will not be applicable
- 5) Diesel consumption (constant) is calculated on the basis of **7.05** kilometers per gallon

FUEL SURCHARGE FORMULA

INPUT PRICE HERE	82.02	precio combustible ultima semana del mes anterior por Galon en moneda local
INPUT PRICE HERE	24.4877	Precio de compra de lps/& banco Central de Honduras del final del mes anterior (http://www.bch.hn/eng/)
	constant 3.35	precio BASE \$/gallon
	constant 1.1	Base Rate \$/km
	constant 7.05	KM per gallon
	0.00%	FSC

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EXHIBIT F – ADDITIONAL COVENANTS

ROAD TOLLS - EXA, S.A. will be responsible for all road tolls (peajes) for three more years. This topic will be revisited and revised July 2022 and subject to new written agreement agreed by both parties.

New and future tolls or other newly imposed Government charges or it's assigned concessionary will be transferred to the line in its entirety.

CREDIT NOTE - Vendor has agreed to issue a loyalty bonus to Client via a monthly credit note and for the duration of this agreement.

The loyalty bonus is for a percentage of the total sum of monthly invoicing by vendor to client and subject to the following conditions:

- 100% of Honduras Carrier haulage volumes handle by EXA (Excludes Carousel moves)
- Payment from Client is received within 30 days of invoice date
- Monthly invoice over \$300,000 (HL Carrier & HL Merchant moves)

The percentage to be paid by vendor is as follows:

From July to December:

7% total monthly invoiced amount billed by EXA and paid by Hapag-Lloyd AG

14% of all MH (Merchant Haulage) moves invoiced directly to clients referred by Hapag-Lloyd AG.

Note: MH Percentage will be paid at Hapag-Lloyd AG agreed base rates, but EXA reserves the right to invoice clients at Government stipulated minimum rates. Exceptions will be handled upon mutual consent.

From January to June:

3% total monthly invoiced amount billed by EXA and paid by Hapag-Lloyd AG

6% of all MH (Merchant Haulage) moves invoiced directly to clients referred by Hapag-Lloyd AG.

Note: MH Percentage will be paid at Hapag-Lloyd AG agreed base rates, but EXA reserves the right to invoice clients at Government stipulated minimum rates. Exceptions will be handled upon mutual consent.

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- b) By HLAG, if the VENDOR fails to provide the services to which this instrument refers within the time limits and in accordance with the routes described in Exhibit A.
- c) By either party, if the other party is declared in bankruptcy or insolvency, or if all or part of its property is attached, or if it is closed down or its activities are restricted in the locations where it provides services pursuant to any kind of court order, administrative determination, etc.
- d) By either party, if the other party breaches any of the material obligations assumed pursuant to this agreement or commits any default which is a ground for its rescission in accordance with the Law.
- f) By HLAG, when the VENDOR is involved in any kind of unlawful act or violation of the applicable laws.
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EIGHTH: QUALITY OF OPERATION - VENDOR undertakes to comply with the quality and operating standards demanded by HLAG, which are stipulated in THE SECURITY/SAFETY GUIDELINES attached in Exhibit B of this agreement, which upon being duly signed by the contracting parties shall become an integral part thereof.

If the VENDOR fails to comply with the quality and operating standards stipulated in the aforementioned SECURITY/SAFETY GUIDELINES Exhibit B and that fact generates extra costs, they must be covered at all times by the VENDOR, which undertakes to hold HLAG harmless against any claim or charge. Vendor's failure to perform duties as per Quality and KPI's depicted in Exhibit C of this agreement could result in penalties and fines assessed to vendor.

The VENDOR may not store the HLAG Containers at its facilities unless this has been expressly agreed to in writing by the parties; in that event the VENDOR undertakes to send HLAG daily reports on the Container at its facilities.

VENDOR agrees, acknowledges, and undertakes not to use HLAG's Container to ship third parties' cargo; to do so, the VENDOR must notify HLAG and its Agent of the number of empty container so that HLAG may instruct the VENDOR as to

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when it may permit the container's reutilization, understood as the fact that an export cargo is paired with an import cargo or vice versa, or that an import or export cargo is paired with a domestic cargo.

NINTH: DELIVERY - The VENDOR expressly undertakes to comply with the established transit times, except when prevented by Force Majeure (as defined in clause Seventeenth below). Any act of God, force majeure or delay must be immediately notified by VENDOR to HLAG's representative in writing, indicating the new estimated date and time of arrival of the Container at its destination.

If the delay is due to a mechanical breakdown, the VENDOR must send another vehicle at its own expense so that the shipment may be transported within the agreed transit time. The VENDOR must deliver the empty Container to HLAG within a maximum of 24 hours after having picked it up.

TENTH: CARE AND CUSTODY - VENDOR accepts full responsibility and liability for the care, custody, and control of the Containers which have been delivered to it, from the time it receives them to the time they are received by HLAG or its Agent.

The VENDOR expressly undertakes to hold HLAG or its Agent harmless against any claim or lawsuit, whether civil, mercantile, labor, administrative, criminal, or fiscal in nature, which may arise from the provision of the service of shipping the Equipment / Containers/ Cargoes, regardless of the time elapsed since the date of the provision of the services, as well as to immediately inform HLAG or the Agent by telephone and in writing of any accident, theft, or detention of the Container.

ELEVENTH: EXCLUSIVITY - This Agreement grants Honduras exclusivity in favor of the VENDOR as long HLAG and Vendor mutually agree on rates and charges quoted herein.

TWELFTH: NOTICES - VENDOR expressly undertakes to immediately inform HLAG or the Agent of any accident involving the Containers by telephone and in writing, and undertakes to salvage the Containers involved in said accident as quickly as possible and at its own expense, after completing the appropriate procedures vis-à-vis the authorities, and to deposit it at the place designated by HLAG or its Agent. The VENDOR undertakes to pay all kinds of lawful expenses and fees which may be generated during said salvaging of the Containers, including payment for tow truck services, and to procure the Container release by the authorities when detained as a consequence of a casualty.

In the event of expenses or legal fees which must be paid by HLAG for any reason, the VENDOR must reimburse it for said expenses or fees within a period not exceeding 10 consecutive days from the date of request for reimbursement.

THIRTEENTH: ASSIGNMENT OF THE AGREEMENT - The VENDOR may not assign or transfer this agreement, nor all or part of its rights hereunder to any third party, without HLAG's prior written consent.

The VENDOR may in no way encumber, assign, lend, or furnish for use the Containers to any third parties, The VENDOR shall indemnify and hold harmless HLAG for any losses or damages of whatsoever nature HLAG may suffer due to VENDOR's failure to comply with the previously mentioned obligation in respect to Containers. The indemnification prescribed in the preceding paragraph must be paid to HLAG within 15 calendar days from the date of invoicing thereof by HLAG.

FOURTEENTH: OWNERSHIP OF THE CONTAINERS - For the intents and purposes of this agreement, the parties expressly agree that the Containers which HLAG and/or its Agent furnish to the VENDOR shall be deemed to be HLAG property at all times. Accordingly, in the event of theft, accident, or loss, the VENDOR shall cover the entire amount of the resulting costs.

FIFTEENTH: INSURANCE FOR VEHICLES - VENDOR undertakes to insure the Vehicles it owns and with which it provides the service against liability for damages to third parties' property (including CARGOES) and/or person, including consequential damages, and it undertakes to hold HLAG harmless from any claim against it which may be raised by third parties for the use of the Container or the acts of operators thereof, regardless of the time elapsed since the date of the provision of the services; accordingly, it undertakes to keep insurance policy providing coverage of any of aforementioned casualties in force throughout term of this agreement. The VENDOR must have a minimum insurance coverage of \$80,000 USD Eighty - Thousand USD per any one accident or occurrence (AOAOO). A copy of the policy in question must be sent to HLAG prior to start service. In any case established hereto, insufficiency of insurance coverage shall not exempt the VENDOR from its full responsibilities and liabilities under the terms of this contract.

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SIXTEENTH: INSURANCE FOR THE HLAG EQUIPMENT AND CARGO - HLAG, for its part, undertakes to insure HLAG equipment. The VENDOR must have a minimum CARGO insurance coverage of **\$80,000 USD Eighty- Thousand USD** per any one accident or occurrence (AOAOO). A copy of the policy in question must be sent to HLAG prior to start service.

The VENDOR, after due investigation and in accordance to local insurance legislation, shall be responsible for paying for any damages, whether total or partial, in cases where the casualty has occurred due to negligence by the VENDOR or its operators, employees, etc. In that event, the VENDOR undertakes to pay for any damages, whether total or partial, suffered by the HLAG Equipment and cargo within ten (10) calendar days after the presentation of the claim by HLAG or its Agent, and if payment is not obtained within said term HLAG may deduct the amounts owed from the VENDOR. In the event of damages or any casualty, the vendor likewise undertakes to pay HLAG for Equipment, even when insured. In any case established hereto, insufficiency of insurance coverage shall not exempt the VENDOR from its full responsibilities and liabilities under the terms of this contract.

SEVENTEENTH: FORCE MAJEURE - If either of the parties is unable to perform any of its obligations, including but not limited to any obligations to pay or compensate costs of any kind, under this agreement by reason of *force majeure*, those obligations of that party shall be suspended for the duration of the *force majeure*. However, the party shall use all reasonable efforts to mitigate the effect and consequences thereof. This suspension of obligations shall not apply to obligations to effect payments due except where the banking system has been disrupted.

No liability shall be attached to either party if its obligations under this agreement cannot be performed due to such force majeure including but not limited to Acts of God, war, even if undeclared, government regulations, terrorism, civil commotion, strikes or lock-outs or act of piracy which are beyond the control of the parties.

EIGHTEENTH: CONFIDENTIALITY - The parties hereto agree upon keeping the most absolute confidentiality with respect to any data, information, material, details, innovations, trade secrets, brands, inventions, technical and commercial specifications, documentation, financial data and clients' data among other (hereinafter "the Information"), to which it may have access to or knowledge of, or which may have been confided to it because of this Agreement. The parties hereto also commit not to reveal, reproduce, use or make available under any circumstances, as well as not to allow any of its employees and/or contractors to make use of the said Information, except if strictly complying with their obligations under this agreement. The confidentiality obligation herein agreed to by the parties will remain in force during and after the expiration date of this agreement.

Except as required by law, the existence of this agreement shall not be disclosed nor its contents divulged to any third party hereto without the written consent of the other party.

NINETEENTH: NOTIFICATIONS - For the purposes of hearing and receive all kinds of notifications and communication related to the present contract, the contracting parties indicate as their respective domiciles the following:

HLAG: Hapag-Lloyd AG.

3350 SW 148th Avenue Suite 320, Miramar FL 33027

VENDOR: EXA, S.A.

**2 Y 3 Calle, 9 Avenida, Barrio El Benque,
San Pedro Sula, Honduras**

The foregoing domiciles may be changed provided notice is given to the other party with acknowledgment of receipt within five (5) days after the date on which said change of domicile takes place.

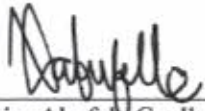
TWENTIETH: LAW AND JURISDICTION - This contract will be subject to the laws of HONDURAS

All disputes arising out of or in connection with this contract, shall be resolved by arbitration before a single arbitrator and according to the Rules of International Commercial Arbitration of the Arbitration and Mediation Center of the Santiago, Chile Chamber of Commerce in effect at the time of its initiation.

In witness whereof the parties have caused this agreement to be executed in duplicate

HAPAG-LLOYD (America) LLC, acting as agent for and behalf of HAPAG-LLOYD AG

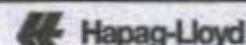
Tony DeCiccio / Sr. Vice-President
Area Centro America
Date: _____



Xavier Abufel Coello
General Manager
Date: July 22, 2019

Javier Rosario / Operations Director
Area Centro America
Date: _____

Cotización de Rutas, volumen Reefer



ID #	País	Origen	Destino	Código de Ruta	Volumen anual Hapag-Lloyd por ruta (Cajas, Reefers)	Tamaño de contenedor (Pies)	One Way (Una vía Reefer) (USD)	Round Trip (Una vía Reefer y retorno del contenedor vacío) Puerto-cliente- Puerto (USD)	Costo del movimiento vacio (USD)
5	HONDURAS	SAN LORENZO	SAN PEDRO SULA	HNSLO-HNSAP	235	20' 40'	327	1071	438
6	HONDURAS	CHOLUTEC	PUERTO CORTES	HNCHT-HNPCR	233	20' 40'	347	1118	545
7	HONDURAS	CHOLUTEC	SAN LORENZO	HNCHT-HNSLO	204	20' 40'	417	438	123
8	HONDURAS	SAN LORENZO	PUERTO CORTES	HNSLO-HNPCR	168	20' 40'	322	1238	456
11	HONDURAS	LA PAZ	PUERTO CORTES	HNHAE-HNPCR	147	20' 40'	657	887	255
18	HONDURAS	PUERTO CORTES	SAN PEDRO SULA	HNPCR-HNSAP	94	20' 40'	403	757	188
19	HONDURAS	SAN LORENZO	TEGUIGALPA	HNSLO-HNTGU	91	20' 40'	531	634	202
34	HONDURAS	SAN LORENZO	SAN LORENZO	HNSLO-HNSLO	43	20' 40'	270	309	74
36	HONDURAS	COMAYAGUA	PUERTO CORTES	HNCHY-HNPCR	39	20' 40'	666	861	276
44	HONDURAS	CHOLOMA HONDURAS	PUERTO CORTES	HNCHO-HNPCR	26	20' 40'	364	371	88
56	HONDURAS	SAN LORENZO	CHOLUTEC	HNSLO-HNCHT	15	20' 40'	417	438	102
67	HONDURAS	PUERTO CORTES	TEGUIGALPA	HNPCR-HNTGU	12	20' 40'	618	1038	355
71	HONDURAS	RIO UNDO	PUERTO CORTES	HNSLO-HNPCR	11	20' 40'	436	536	218
73	HONDURAS	LA MASICA	PUERTO CORTES	HNMAA-HNPCR	10	20' 40'	581	722	235
78	HONDURAS	TEGUIGALPA	SAN LORENZO	HNTGU-HNSLO	9	20' 40'	531	634	202
90	HONDURAS	PUERTO CORTES	CHOLOMA HONDURAS	HNPCR-HNCHO	7	20' 40'	327	371	109
92	HONDURAS	LA LIMA	PUERTO CORTES	HNLLM-HNPCR	6	20' 40'	362	436	164
97	HONDURAS	PIMENTA	PUERTO CORTES	HNPMH-HNPCR	5	20' 40'	382	436	151
102	HONDURAS	CATACAMAS	PUERTO CORTES	HNCAA-HNPCR	4	20' 40'	183	529	607
103	HONDURAS	PUERTO CORTES	SIGATEPEQUE	HNPCR-HNSTP	4	20' 40'	631	784	241
104	HONDURAS	VALLE DE JAMASTRAN	PUERTO CORTES	HNVDJ-HNPCR	4	20' 40'	1016	1307	502
111	HONDURAS	CATACAMAS	SAN LORENZO	HNCAA-HNSLO	3	20' 40'	639	1069	352
112	HONDURAS	PUERTO CORTES	CHOLUTEC	HNPCR-HNCHT	3	20' 40'	1047	1418	545
132	HONDURAS	DANU	PUERTO CORTES	HNDAH-HNPCR	2	20' 40'	505	1201	470
133	HONDURAS	LA CEBIA	PUERTO CORTES	HNLCI-HNPCR	2	20' 40'	698	877	294
134	HONDURAS	PUERTO CORTES	VILLANUEVA	HNPCR-HNVNA	2	20' 40'	362	436	164
135	HONDURAS	SAN PEDRO SULA	PUERTO CORTES	HNSAP-HNPCR	2	20' 40'	354	397	164
136	HONDURAS	VILLANUEVA	PUERTO CORTES	HNVNA-HNPCR	2	20' 40'	362	436	164
158	HONDURAS	EL PROGRESO	PUERTO CORTES	HNPRO-HNPCR	1	20' 40'	362	436	164

Cotización de cargos adicionales



ID #	Descripción	CODIGO DE ADICIONAL	Unidad	Tamaño de contenedor	Tarifa (USD)	Comentario de Hapag-Lloyd	Comentario del proveedor
Movimiento de Carga Peligrosa							
1	Costo por manejar carga peligrosa	DGSC	Por contenedor	20' 40'	40	Costo de manejar carga peligrosa (Adicional a la tarifa base)	
Chassis							
2	Chassis de 2 ejes	CHLS	Por Chassis/Día	20' 40'	20	Costo de Chassis de 2 ejes cuando excede del tiempo libre	
3	Chassis de 3 ejes	CHSC	Por Chassis/Día	20' 40'	35	Costo de Chassis de 3 ejes por ejes del mismo	Overweight Trucking Charge \$125 seco y \$150 reefer
Tiempo de espera							
4	Tiempo de espera de cabecsal (Después del tiempo libre de 8 hrs)	WAT	Por Día	20' 40'	55	Costo de espera del cabecsal después de los 8 hrs libres de descarga que tiene el cliente para desconectar su carga y el cabecsal debe esperar	5 horas libres
5	Tiempo de espera de Chasis (Después del tiempo Libre de 8 hrs)	WAT	Por Día	20' 40'	20	Costo de espera del Chasis después de los 8 hrs libres de descarga que tiene el cliente para desconectar su carga y el cabecsal despeja dejando solo chasis	8 horas libres
Costos especiales de manipulación							
6	Plato de rotación de vacío en zona GAMP	CRDP OFF	Por contenedor	20' 40'	55	Costo de retirar un contenedor vacío, después de haber despegado el cabecsal	
7	Plato de rotación de lleno en zona GAMP	CRDP OFF	Por contenedor	20' 40'	55	Costo de retirar un contenedor lleno, después de haber despegado el cabecsal	
8	Seguridad	SPS	Por etapa	20' 40'	5	Costo adicional de seguridad por mover carga sensible (No incluye incendio, robo, etc.)	
9	Uso de Gan set	RECO	Por Gan set/Día	20' 40'	40	Costo de Gan set después de tiempo libre	
10	Empaquetado	PREP	Por contenedor	20'	25	Costo de empaquetar un contenedor de 20 pies para cable, servicio, etc.	
11	Empaquetado	PREP	Por contenedor	40'	30	Costo de empaquetar un contenedor de 40 pies para cable, servicio, etc.	
12	Demora Adicional	CUST	Por contenedor	20' 40'	0	Costo de estar estacionado en Aduana para realizar movimientos aduanares - Atención fiscal	

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The aforementioned inland rates will be in effect upon complete execution of this agreement by both parties and constitute the initial Inland rates in effect at time of agreement. Inland rates will be periodically reviewed and subject to change with prior written notification by HLAG and Vendor and will supersede initial inland rates in this agreement. A complete list of active rates will be maintained by Vendor and HLAG accordingly.

EXHIBIT B – SECURITY / SAFETY

Between: **HAPAG-LLOYD (America) LLC as agent of Hapag Lloyd A.G.**, hereinafter referred to as "The Line",

And **EXA, S.A.**

Vendor, a corporation organized under the laws of **HONDURAS** hereinafter referred to as "The Vendor"

C-TPAT AGENCY AGREEMENT - Non U.S. ports

(Applicable to all Ports abroad US where Hapag Lloyd cargo is moving to or transshipping / transiting U.S. Territory.
THIS AGREEMENT made as of this, between The Line and The Vendor:

The Port Agent acknowledges that HLAG is a U.S. Customs-Trade Partnership against Terrorism (C-TPAT) approved Sea Carriers. As such, all Hapag Lloyd vendors must comply with the security initiatives outlined under this program.

The C-TPAT initiatives consist of, but are not limited to the development and maintenance of internal policies and programs to address the following issues: Procedural security, Personnel security, New Customer verification, Education and Awareness training inclusive of detection of potential conspiracy, Physical Security, Access controls,

U.S. Customs has developed a C-TPAT program to ensure Sea Carrier's supply chain is secure and in compliance with this program we require all our Agents to participate in the C-TPAT initiative where applicable or, where not available, establish security initiatives in the spirit of and covering the same requirements as under C-TPAT.

Signature below by an officer of your company ensures that **Vendor**, will implement security initiatives in the spirit of and covering the same requirements as under C-TPAT. More detailed explanation of the requirements for Compliance can be found on the U.S. Customs website:

<https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat>

BUSINESS ALLIANCE FOR SECURE COMMERCE

WBO is the world's largest business led organization whose mission is to generate a security culture throughout the supply chain, by implementing Management Systems and control measures in international trade processes and other related sectors.

HLAG supports and recommends BASC certification to all it's vendors.

<http://www.wbasco.org/en>

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EXHIBIT C - KEY PERFORMANCE INDICATORS / QUALITY/ PENALTIES

QUALITY

The Vendor is an extension of HLAG services, they must conform and adhere to industry and professional practices commensurate with high standards of safety, quality and respect.

The Vendor is expected to follow and respect merchant's safety, quality, delivery and pick-up protocols at all times while in merchant's premises.

The Vendor's personnel, inclusive of Drivers, Dispatch, Customer Service and Administrative personnel is expected to adhere to the professional, ethical and industry standards.

The Vendor's drivers must wear proper attire and carry updated and proper identification at all times while on duty.

The Vendor is responsible for contacting merchant to confirm address and schedule appointment, HLAG will provide merchant's contact, address and telephone information on Work Orders

The Vendor must report all Driver/Merchant incidents (conflicts, disagreements, disrespectful behavior) within 2 hours of incident and provide detail timeline of events

The Vendor has 24 hours to report additional / incidental cost to corresponding Work Order, failure to report additional / incidental costs will result in vendor absorbing corresponding costs

KEY PERFORMANCE INDICATORS (KPI)

- HLAG Work Orders (WO) must be reviewed, validated for accuracy and acknowledge in writing within 2 hours of receipt
- Equipment positioning will be considered late/delayed after 2 hours of scheduled appointment
- Vendor will be exempted from penalties/fines from late/delayed positioning if HLAG is notified in writing at least 4 hours prior to the original target delivery/pick-up appointment time
- Vendor must report in writing and within 4 hours of receipt all units stored at their facilities (See Clause Eighth of this agreement)
- Vendor has 48 Hours after receipt of HLAG SOA (Statement of Account) to review, validate and confirm accuracy, amounts and number of work orders. Failure to comply within 48 hours may result in payments being delayed past the agreed credit terms of this agreement
- Vendor has the option within 48 hours to exclude unresolved/disputed Work Orders from assigned SOA in order not to delay payment of invoices
- Unresolved/Disputed Work Orders once resolved will be added to next available SOA
- Vendor Invoices must match amounts on HLAG SOA and reflect SOA assigned number, failure to include SOA number on Vendor Invoices will result in Invoices being returned to Vendor and delayed payments

PENALTIES / FINES

- HLAG reserves the right to assess a penalty of USD 15.00 for the first 5 late/delayed incidents (within a six(6) month period, a USD 50.00 penalty will be assessed for any incidents thereafter
- Repeat offenders may result in fines and cancellation of agreement
- HLAG reserves the right to exclude any driver found guilty of violating code of ethics from participating in HLAG business
- Repetitive Non-Compliance of KPI may result in contract cancellation (See Clause Seventh)

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EXHIBIT D – FREE CONTAINER POOLS

NOT APPLICABLE


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EXHIBIT E – FUEL SURCHARGE CALCULATION FORMULA
(If Applicable)

HLAG and vendor have jointly agreed that Fuel Surcharge is included and will not be applicable on the Inland base rates.

In the event Fuel Prices in Honduras increase by 10% or more, a Fuel Surcharge will be applicable, based on the following criteria and formula:

FUEL SURCHARGE CRITERIA

- 1) Base Rates of the tariff will not be affected by the fuel surcharge
- 2) Fuel Surcharge will be adjusted on a quarterly basis and will be applicable starting the first of the month for each corresponding quarter – January 1 / April 1 / July 1 / October 1
- 3) Fuel Surcharge will be determined based on the last week prices of the preceding quarter fuel price provided by the Minister of Economics Web Site of corresponding country. This information is public and accessible to both parties.

HONDURAS - <http://www.ahdippe.org>

- 4) When the price of Diesel drops below **82.02** and/or increase up to **90.22** per gallon (Constant), fuel surcharge will not be applicable
- 5) Diesel consumption (constant) is calculated on the basis of **7.05** kilometers per gallon

FUEL SURCHARGE FORMULA

INPUT PRICE HERE	82.02	precio combustible ultima semana del mes anterior por Galon en moneda local
INPUT PRICE HERE	24.4877	Precio de compra de lps/& banco Central de Honduras. del final del mes anterior (http://www.bch.hn/eng/)
	constant 3.35	precio BASE \$/gallon
	constant 1.1	Base Rate \$/km
	constant 7.05	KM per gallon
	0.00%	FSC

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EXHIBIT F – ADDITIONAL COVENANTS

ROAD TOLLS - EXA, S.A. will be responsible for all road tolls (peajes) for three more years. This topic will be revisited and revised July 2022 and subject to new written agreement agreed by both parties.

New and future tolls or other newly imposed Government charges or it's assigned concessionary will be transferred to the line in its entirety.

CREDIT NOTE - Vendor has agreed to issue a loyalty bonus to Client via a monthly credit note and for the duration of this agreement.

The loyalty bonus is for a percentage of the total sum of monthly invoicing by vendor to client and subject to the following conditions:

- 100% of Honduras Carrier haulage volumes handle by EXA (Excludes Carousel moves)
- Payment from Client is received within 30 days of invoice date
- Monthly invoice over \$300,000 (HL Carrier & HL Merchant moves)

The percentage to be paid by vendor is as follows:

From July to December:

7% total monthly invoiced amount billed by EXA and paid by Hapag-Lloyd AG

14% of all MH (Merchant Haulage) moves invoiced directly to clients referred by Hapag-Lloyd AG.

Note: MH Percentage will be paid at Hapag-Lloyd AG agreed base rates, but EXA reserves the right to invoice clients at Government stipulated minimum rates. Exceptions will be handled upon mutual consent.

From January to June:

3% total monthly invoiced amount billed by EXA and paid by Hapag-Lloyd AG

6% of all MH (Merchant Haulage) moves invoiced directly to clients referred by Hapag-Lloyd AG.

Note: MH Percentage will be paid at Hapag-Lloyd AG agreed base rates, but EXA reserves the right to invoice clients at Government stipulated minimum rates. Exceptions will be handled upon mutual consent.

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