

TRANSPORT CONTRACT ADDENDUM NO. 1

VENDOR AGREEMENT

This Addendum to Transport Agreement of **July 23, 2019** between **EXA, S.A.** (hereinafter called "Operator") and Hapag-Lloyd AG (hereinafter called "Client") is effective **June 01, 2020**. This Addendum upon complete execution by both parties will complement and/or supersede any previous agreements between Operator and Client.

Whereby the following is mutually agreed:

1) TRANSPORT AGREEMENT 1 (ONE YEAR) CONTRACT EXTENSION (Subject to Covid-19 agreement)

SEVENTH: TERM - This agreement shall be effective for a four (4) year term, commencing on July 23, 2019.

After completion of the aforementioned four (4) 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 send 90 days in advance of the completion of the four-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 send by any of the parties, at any time, with 60 days in advance of the date of effective termination.

2) TRANSPORT FREE POOLS / HONDURAS – Exhibit D

HAPAG-LLOYD and vendor may enter into a Free Pool Agreement subjected by written approval from both parties and with T&C stipulated on Transport Agreement.

TERMS OF FREE POOL AGREEMENT:

Vendor will provide free In/Out Gate on all CH Inland Movements

Vendor will undertake to water wash/clean equipment for export booking at no additional charge to HLAG


Vendor will report all equipment in their possession within 3 hours of arrival at their facility

Vendor will perform minor repairs on equipment required for export bookings at no additional cost to HLAG

Vendor must report all equipment damages within 3 hours of arrival at their facility

HLAG will commit to providing the allotted number of equipment to meet demand

<u>SERVICES</u>		<u>DESCRIPTION</u>	<u>COST</u>
GATE IN	Carrier Haulage	Loaded/Empty includes issuance of EIR	N/C
GATE OUT	Carrier Haulage	Loaded/Empty includes issuance of EIR	N/C
STORAGE		Free Pool	N/A
CLEANING (Water)		Water Wash & Sweep	N/C
CLEANING (Soap)		Biodegradable Soap Wash & Sweep	N/C
CLEANING (Chemical)		Chemical Wash & Sweep	N/A
REEFER - Plug In / Plug Out		Complete In/Out cycle per box	N/A
ELECTRICITY (PER CONTAINER)		Includes Monitoring	N/A
PTI (SHORT)		Includes electricity	N/A


June 11, 2020

FREE POOL DEPOT LOCATION:

San Lorenzo, Valle, Honduras

EXA, S.A. EXA 3

Km 90 carr Km 90 carr Km 90 carr Km 90 carretera panamericana, Alde Altos de La Flor
San Lorenzo, Valle, Honduras

Puerto Cortes, Honduras

EXA, S.A. EXAPRE 1

Aldea Las Delicias, kilómetro 6
Puerto Cortes, Honduras

Tegucigalpa, Honduras

EXA, S.A.

Colonia Agua Dulce, frente al Anillo Periférico
Tegucigalpa, Honduras

San Pedro Sula, Honduras

EXA, S.A.

Complejo Barrio AXA, Barrio Las Mercedes, Carretera hacia Puerto Cortes,
Frente a Cancha Campisa
San Pedro Sula, Honduras

Notes:

All rates and charges contained herein will be assessed a 15% Tax (ISV)

All rates and charges contained herein are in US Dollars unless noted otherwise.

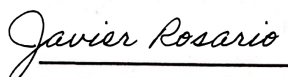
Client:

HAPAG-LLOYD (AMERICA) LLC, AS AGENT OF HAPAG LLOYD AG



Tony DeCiccio / Sr. Vice-President LCA Area

Date: 4/5/2021



Javier Rosario / Operations Director
LCA Area

Date: April 5, 2021

Operator:

EXA, S.A.



Xavier Abufele Coello / Gerente General

Date: June 11, 2020

This addendum, exhibits and the covenants contained herein replaces and supersedes any other agreement between
Client and Operator.