# **MEMORANDUM OF AGREEMENT**

# **AMONG**

MIAMI-DADE COUNTY,

STATE OF FLORIDA DEPARTMENT OF HEALTH,

**AND** 

NORWEGIAN CRUISE LINE HOLDINGS LTD.

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# Exhibits:

Exhibit 1 - PortMiami COVID-19 Safety Procedures

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# Annexes:

Annex A – Medical Transportation Services Agreements Annex B – Medical Care Services Agreements

Annex C - Housing Agreements

This MEMORANDUM OF AGREEMENT ("MOA") is entered on May 14, 2021, (the "Effective Date"), by and among Miami-Dade County, a political subdivision of the state of Florida and owner of the Dante B. Fascell Port of Miami-Dade ("PortMiami") (hereafter, "County"), the State of Florida Department of Health ("DOH") and Norwegian Cruise Line Holdings Ltd. ("Cruise Ship Line and Operator" or "CSL") with offices located at 7665 Corporate Center Drive, Miami FL 33126.

Each of the above parties shall be hereinafter referred to as a "Party" and collectively, as the "Parties".

#### RECITALS

WHEREAS, the County owns and operates PortMiami; and

WHEREAS, the CSL, a Bermuda corporation authorized and qualified to conduct business in the State of Florida, is entering into this MOA on behalf of itself and its brands and affiliates, including without limitation Norwegian Cruise Line, Oceania Cruises, Regent Seven Seas Cruises and any other multi-day passenger cruise line that is now or hereafter acquired by or affiliated with CSL;

WHEREAS, following the suspension of cruise ship operations due to the COVID-19 pandemic, the U.S. Department of Health and Human Services ("HHS") Centers for Disease Control and Prevention ("CDC") issued the "Order under Sections 361 & 365 of the Public Health Service Act (42 U.S. C. §§ 264, 268) and 42 C.F.R. Part 70 (Interstate) and Part 71 (Foreign): Framework for Conditional Sailing and Initial Phase COVID-19 Testing Requirements for Protection of Crew" (referred to herein as the "Conditional Sailing Order" or "CSO") on October 30, 2020, as a framework for a phased resumption of cruise ship operations;

WHEREAS, on or about April 2, 2021, the CDC issued further "Technical Instructions for a Cruise Ship Operator's Agreement with Port and Local Health Authorities under CDC's Framework for Conditional Sailing Order" and a "Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC's Framework for Conditional Sailing Order (CSO)", which CSO and associated technical instructions and checklist were later clarified by the CDC via letter to cruise industry colleagues dated April 28, 2021 (the CSO and later-issued aforementioned CDC technical instructions, checklist, and clarification letter of April 28, 2021 (as may be further modified or updated in writing by the CDC) shall be collectively referred to herein as the "Framework for Conditional Sailing" or "FCS");

WHEREAS, the paramount objectives of the FCS include preserving human life; preserving the health and safety of cruise ship crew members, port personnel, and communities; preventing the further introduction, transmission, and spread of COVID-19 into and throughout the United States; preserving the public health and other critical resources of federal, State, and local governments; preserving hospital, healthcare, and emergency response resources within the United States; and maintaining the safety of shipping and harbor conditions;

WHEREAS, the FCS imposes obligations on the CSL, including, without limitation, certain CSL obligations that must be satisfied before the CSL may resume passenger cruises under the CSO ("Conditional Sailing");

WHEREAS, as a pre-condition of Conditional Sailing, the FCS requires, among other things, that the CSL enter into medical transportation service agreements with one or more medical transportation service providers to secure sufficient quantities of medical transportation service capacity to accommodate potential (i) evacuation to onshore hospitals or medical facilities for passengers and crew in need of care and (ii) evacuation to shoreside lodging facilities for passengers and crew that may need to isolate or quarantine;

WHEREAS, as a pre-condition of Conditional Sailing, the FCS requires, among other things, that the CSL enter into medical care service agreements with one or more qualified medical service providers;

WHEREAS, as a pre-condition of Conditional Sailing, the FCS further requires that the CSL enter into a housing agreement with one or more shoreside lodging facility providers to secure adequate shoreside lodging facilities that may be required for isolation and quarantine of COVID-19 cases and close contacts, respectively, identified from the day of embarkation through disembarkation for each voyage, in accordance with CDC technical instructions and orders;

WHEREAS, as a further pre-condition of Conditional Sailing, the FCS requires that the CSL enter into an agreement with the applicable U.S. port authority and the local health department to determine or authorize the number of cruise ships that may berth at the particular port in order to not overburden the public health response resources of the jurisdiction in the event of a COVID-19 outbreak;

WHEREAS, in partial fulfillment of certain pre-conditions to resumption of Conditional Sailing imposed on cruise ship operators by the FCS, CSL wishes to now obtain conditional authorization of County and DOH to commence passenger voyages from PortMiami in accordance with the terms hereof and the CSL Approved Ships and Capacities (attached as Exhibit 2 hereto and incorporated by reference herein) and the restrictions set forth therein, subject to the County's retained rights and authority hereunder to rescind or modify such authority, in the County's sole discretion, for the protection of public health and to ensure the public health response resources of the County are not overburdened;

WHEREAS, the County wishes to resume cruise ship operations and have CSL's vessels utilize the Port pursuant to the FCS, CDC technical instructions and/or guidance that may be issued or promulgated in furtherance thereof, any conditional sailing certificate(s) that may be issued by the CDC to the CSL in the future, and this MOA;

WHEREAS, the CSL recognizes that the County has control over operations at the Port which includes the embarkation, disembarkation and berthing at the Port;

WHEREAS, the Parties recognize that conditions pertaining to COVID-19 as well as public health rules, requirements, and guidance regarding this virus may change and therefore

agree to consider making modifications to this MOA in the future if necessary to implement new procedures, rules, requirements, orders, or guidance; and

WHEREAS, the Parties accordingly desire to enter into this MOA and agree to the terms and conditions set forth herein.

#### **NOW THEREFORE**, the Parties agree as follows:

- (1) <u>Incorporation of Recitals</u>. The above Recitals are incorporated herein and made a part hereof.
- (2) <u>Term</u>. The term of this MOA ("Term") shall be from the Effective Date until the earlier of (a) the CSO is no longer in effect, or (b) any Party terminates this MOA by giving the other Parties at least seven (7) days' notice. The CSL shall not conduct cruise operations at the Port after the date of termination without a new agreement in place that satisfies the conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.

### (3) County's Obligations.

- 3.1 In fulfillment of CDC recommendations, the County has provided information to those of its Port employees anticipated to interact with cruise passenger and/or crew regarding the risks of COVID-19 and how to minimize exposure to same.
- 3.2 The County shall comply with applicable requirements of the (i) PortMiami COVID-19 Safety Procedures (Exhibit 1), and (ii) FCS imposed on "port authorities" (as that term is defined in the FCS), expressly excluding any FCS obligations imposed on cruise ship operators, any obligations that may be imposed on or relate to port personnel other than County/PortMiami employees, and any obligations imposed on any other non-County entity/ies.
- (4) <u>CSL's Obligations</u>. In conducting simulated (trial) passenger voyages and restricted passenger voyages to or from PortMiami, the CSL shall at all times, and at its cost comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from time to time) and (ii) this MOA, including all exhibits attached hereto (other than Exhibit 3, which is attached for informational purposes only and to facilitate the review and approval of same by the CDC; it being understood that the County does not approve or disapprove Exhibit 3 and shall not have responsibility hereunder or otherwise to monitor or enforce same). Such CSL obligations shall include, without limitation, each of the following:

- 4.1 PortMiami COVID-19 Safety Procedures. The CSL shall comply with all applicable requirements, protocols, and procedures set forth in the PortMiami COVID-19 Safety Procedures (Exhibit 1 hereto).
- 4.2 Required CSL Protocols. The CSL's Protocols are attached as Exhibit 4 hereto and include CSL embarkation and disembarkation procedures; disembarkation procedures in the event of a COVID-19 outbreak; emergency response plan; emergency protocols for exigent circumstances requiring other medical services (non-COVID-19 related); protocols for symptom monitoring of non-County employee port personnel; and outbreak level cleaning plan; and transportation vehicle cleaning requirements. The protocols included in Exhibit 4 shall comply and conform with applicable requirements of the (i) PortMiami COVID-19 Safety Procedures (Exhibit 1), and (ii) FCS.
- 4.3 Required CSL Service Agreements. The CSL shall, as a pre-condition of resuming Conditional Sailing from PortMiami, enter into agreements, at its sole cost, with lodging facilities, medical service providers, and transportation service providers to provide services required of or on behalf of the CSL by the FCS and/or any supplemental technical requirements or guidance issued by the CDC in connection therewith.
- 4.4 CDC Approval of Simulated (trial) Passenger Voyages. Prior to commencing simulated (trial) passenger voyages (if required by the CDC), the CSL shall first obtain written approval of such requested voyages from the CDC and transmit a copy of such CDC approval to the Port Director;
- 4.5 Required Dress Rehearsal in Coordination with Port Staff. Prior to returning to service, CSL shall conduct a tabletop exercise with the Port's staff to ensure that all of the PortMiami COVID-19 Safety Procedures protocols and requirements are understood by County and CSL staff and contractors and implemented correctly. CSL will also conduct an on-site "dress rehearsal" for Port personnel to ensure that they understand CSL proposed guest flows and the various touch points of the CSL proposed guest flows.
- 4.6 Clarification. Notwithstanding and prevailing over any contrary term or implication set forth herein, nothing in this MOA or any approved exhibits or annexes hereto shall be construed to require persons to provide any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service from any CSL vessel or business operation in this state or from any PortMiami or County facility or operation, provided the foregoing does not otherwise restrict the CSL, County, PortMiami, or DOH from instituting screening protocols consistent with authoritative or controlling government-issued guidance to protect public health.
- (5) <u>CDC-Required CSL Agreements for Medical and Transportation Services and Housing Facilities</u>. The CSL has provided the following agreements evidencing its provision of CDC-required medical care services, transportation services, and

housing facilities, which below-described agreements are attached as Annexes A, B, and C hereto, respectively.

- 5.1 Annex A Medical Transportation Service Agreements. Copies of CSL's executed medical transportation service agreements are attached hereto as Annexes A-1 through A-X.
- 5.2 Annex B Medical Care Service Agreements.
- 5.2.1 Copies of CSL's executed medical care service agreements are attached hereto as Annexes B-1 through B-X. Upon review of said CSL medical care service agreements, the DOH has determined, in the exercise of its independent judgment, that such agreements, either singularly or collectively, make available enough medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSL's vessels.
- 5.2.2 In determining the sufficiency of the CSL's contractual medical care service agreements, the parties have considered and relied upon the following factors: capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2); capacity of primary medical service suppliers contracted by CSL; and redundancy of additional or back-up contracted medical care service suppliers.
- 5.3 Annex C Housing Agreements. Copies of CSL's shoreside housing agreements are attached hereto as Annexes C-1 through C-X.
- 5.3.1. In determining the sufficiency of the CSL's contracted shoreside facilities, the parties have relied upon the following factors: the capacities of CSL's vessel set forth in Exhibit 2, CLS's voluntary vaccination strategies set forth in Exhibit 3, and CSL's mitigation strategies and protocols set forth in Exhibit 4.
- 5.3.2 DOH Determination of Sufficiency. Upon review of these annexed CSL housing agreements, the DOH has determined that such agreements make available a sufficient quantity of housing facilities to meet the needs of travelers (passengers and/or crew) on CSL vessels authorized under this MOA until such travelers meet CDC's criteria to discontinue isolation or until the CDC-recommended quarantine period expires.
- 5.3.3 CSL has developed Housing Isolation and Quarantine Protocols that consider each of the factors set forth in CDC Checklist Housing Component items 1-7 inclusive, which Protocols are included in Annex C and/or Exhibit 4.
- 5.4 Financial Responsibility for Agreements Required by CDC. The CSL shall be solely responsible for all costs and expenses arising under any of the medical care,

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transportation, or housing service agreements attached hereto, required by the FCS, or any technical requirements or guidance issued by the CDC in connection therewith, or arising from or relating to such similar transportation, medical care, and/or housing services procured or requested by or on behalf of the CSL. All such agreements shall comply with applicable requirements of the FCS and Exhibit 1.

#### (6) Vaccination Component.

- 6.1 The CSL's voluntary proposals regarding how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities, are attached hereto as Exhibit 3. Among other things, such proposals list CSL's vaccination coordinator and include the CSL's voluntary plan and timeline for vaccination of ship crew.
- 6.2 To facilitate opportunities for voluntary vaccinations of port personnel who are expected to interact with travelers, the Port has undertaken to provide information regarding the benefits of vaccinations and the availability thereof.

# (7) Additional Port Procedures Required by the FCS.

- 7.1 Required CSL Embarkation and Disembarkation Procedures. During CDC authorized simulated voyages and restricted passenger voyages, the CSL must comply with the CSL embarkation and disembarkation procedures set forth in Exhibit 4 hereto. The CSL embarkation and disembarkation procedures shall comply with the FCS and the PortMiami COVID-19 Safety Procedures (Exhibit 1 hereto), and shall include, among other things, day-of-embarkation and day-of-disembarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and protocols regarding individuals who test positive and their close contacts.
- 7.2 Emergency Response Plan. In the event that more than one ship homeporting at PortMiami experiences a simultaneous outbreak of COVID-19, or if a moderate or full COVID-19 outbreak (as defined in Exhibit 1) occurs on any of CSL's vessels covered under this MOA, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1 and/or Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port, DOH, and/or the CDC in response to such outbreak.
- 7.3 Exigent Circumstances Requiring Other Medical Services. For exigent circumstances not covered by the CSL medical services agreements annexed hereto (e.g., a medical emergency not related to COVID-19), the CSL shall at its costs follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 1 and Exhibit 4 attached hereto, without prejudice to the CSL's right to seek

reimbursement of such costs from its customer- or crew-recipient of the service provided, either directly or through its agent or contractor, or to pass such costs on to the recipient of the provided service.

- 7.4 Evacuations at Sea. All medical evacuations at sea must be coordinated by the CSL with the U.S. Coast Guard.
- 7.5 Disembarkation Procedures in the Event of an Outbreak of COVID-19. In the event of an outbreak of COVID-19 on any CSL vessel operating under this MOA, the CSL will follow and comply with, at its cost, all applicable disembarkation procedures that apply in the event of an outbreak of COVID-19, included in Exhibit 4 hereto or in the FCS.
- 7.6 Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and Requirements.
- 7.6.1 Cruise Terminal Routine Cleaning Requirements. Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the PortMiami COVID-19 Safety Procedures, the County shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOA, but excluding Cruise Terminal A and its associated facilities and passenger boarding bridges, which are privately maintained), to be cleaned in accordance with the Routine Cleaning Procedures set forth in section III of the PortMiami COVID-19 Safety Procedures.
- 7.6.2 Cruise Terminal Outbreak Cleaning Requirements. Notwithstanding the terms of subsection 7.6.1 above, in the event of a COVID-19 "moderate outbreak" or "full outbreak" (as defined in Section III of Exhibit 1 hereto) on any vessel calling the subject terminal or other outbreak impacting any such terminal or any other Port facility, the CSL shall at its cost cause the terminal (and any associated bathrooms therein and connected passenger boarding bridges) to be cleaned in accordance with the CSL's Outbreak Level Cleaning Plan procedures and requirements, a copy of which is included in Exhibit 4 hereto.
- 7.6.3 Transportation Vehicle Cleaning Requirements. In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, or otherwise within the CSL's control, the CSL shall at its costs cause same to be cleaned in accordance with, as applicable, the CSL Transportation Vehicle Cleaning Requirements included in Exhibit 4 and all applicable FCS requirements.
- 7.7 CDC Reporting Requirements. CSL shall timely comply with all CDC reporting requirements included in the FCS or otherwise required by the CDC.
- (8) Port and DOH Conditional Authorization of Simulated (Trial) Passenger Voyages.

- 8.1 Subject to CSL's compliance with all terms, conditions, and requirements hereof and all exhibits hereto, expressly including, without limitation the FCS, and subject to the CDC's future issuance of its written approval to CSL to conduct simulated (trial) passenger voyages restricted voyages from PortMiami, the Port and the DOH hereby authorize and approve such passenger voyages, to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in the PortMiami- and DOH-approved Exhibit 2 attached. Exhibit 2 identifies each CSL vessel covered by this MOA, each vessel's authorized days and hours of operation at the Port, each vessel's regular passenger capacity (based on double occupancy) and normal crew size, and each vessel's restricted (maximum allowed) passenger and crew capacities hereunder. Notwithstanding the foregoing, during the term of this MOA, overall PortMiami cruise capacity shall be restricted to no more than one cruise vessel per cruise terminal per day, subject to any per vessel capacity or other restrictions that may be imposed by CSL, DOH, County, PortMiami, or CDC. Subject to berthing availability and obtaining the prior written approval of the Port Director, CSL may for good cause seek to switch or modify a previously authorized vessel berth's assigned date and/or time.
- 8.2 Notwithstanding and prevailing over the foregoing, the County, Port, and DOH reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. However, the Parties acknowledge that in the event that a Party suspends or rescinds this MOA, such suspension or rescission shall not deny a cruise ship's ability to make port as approved by the CDC and in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.
- (9) Compliance with Laws. The Parties shall comply with all applicable laws, regulations, codes, and ordinances established by any applicable governmental authority having jurisdiction over its services or obligations under the MOA including but not limited to Port of Miami Tariff No. 010 ("Tariff") approved by the Board of County Commissioners through County Implementing Order No. 4-4 and effective on October 1, 2020 as same may be amended from time to time in the County's sole discretion and any laws, regulations, codes, ordinances, rules, and public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease, and shall ensure that its employees, agents, contractors, subcontractors (of all tiers), affiliates and guests also comply therewith, including, but not limited to, all applicable training requirements.
- (10) Notices. Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOA shall be in writing and shall be deemed to have been duly given when: (i) delivered by hand; (ii) deposited in the mail by registered or certified mail, return receipt requested; (iii) sent via electronic

mail, with a requested read receipt response; or (iv) sent by recognized international overnight courier. No notice shall be effective unless and until received by the recipient.

If to the County:

Miami-Dade County Seaport 1015 North America Way Miami, FL 33132 Attn; Juan Kuryla, PPM Port Director & CEO

With a copy to:

**County Attorney** 

111 Northwest 1st Street, Ste. 2810

Miami, FL 33128

If to CSL:

Mr. Frank Del Rio, President and CEO Norwegian Cruise Line Holdings Ltd., 7665 Corporate Center Drive Miami, FL 33126

With a copy to:

Mr. Daniel S. Farkas, EVP & General Counsel Norwegian Cruise Line Holdings Ltd., 7665 Corporate Center Drive Miami, FL 33126

Attn:	
With a copy to	:

If to the DOH:

A Party may change their address or other relevant information by notice in writing to the other Parties as provided above.

(11) County Retained Rights and Authority. Notwithstanding and prevailing over any potentially contrary term or implication in this MOA, in order to protect the

public's health, safety and welfare, the County retains and reserves its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at PortMiami at one time, the size and/or capacity of cruise vessels that can call at PortMiami under the Conditional Sail Order, or otherwise limit cruise operations in the County's discretion; (2) deny berthing or Port access to a cruise vessel reporting passengers and/or crew onboard who are infected or potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-Port for purposes of quarantine or to facilitate disembarkations via tenders, as may be so directed by the Port, the U.S. Coast Guard, the Unified Command, the CDC, or local public health agencies. The County shall not be liable for any costs or consequential damages incurred by the CSL, or by third parties, that may arise from the County's or Port's exercise of its discretion hereunder or as a result of any directives or decisions issued by any federal, state or other governmental agency, department, or subdivision.

(12) Governing Law/Jurisdiction/Exclusive Venue. This MOA shall be governed by the laws of the State of Florida without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOA, or seeking relief under and/or to construe same shall lie exclusively in Miami-Dade County, Florida.

#### Miscellaneous.

- a) Nothing in this MOA constitutes any Party as the agent, employee, partner or joint venture of the other Party. No Party has the right or authority to bind the other Party, including without limitation the power to incur any liability or expense on behalf of any other Party, without its prior written agreement except as expressly set forth in this MOA.
- b) If any provision of this MOA, or the application of a provision to any person or circumstance, shall be held invalid, the validity or legality of the remainder of this MOA, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected.
- c) This MOA sets forth the understanding between the Parties as to the particular subject matter herein. This MOA is intended to be supplemental to the CSL's existing preferential berthing agreement, as amended, with the County. To the extent this MOA conflicts with the CSL's prior or existing berthing rights agreements with the County this MOA shall control, providing nothing contained herein shall be construed as nullifying, reducing, or deferring or delaying

- compliance with any CSL payment, performance, indemnity, or insurance obligation contained in any prior or existing County agreement with CSL.
- d) Except as otherwise provided in this MOA, this MOA can only be changed, modified, or amended by the express written agreement of the Parties.
- e) Except as otherwise provided in this MOA, none of the Parties may, without the written consent of the other, transfer, assign, create an interest in, or deal in any other way with any of its rights or obligations under this MOA.
- f) Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.
- g) This MOA may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This MOA may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.
- h) This MOA has no intended third party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a party hereto.
- i) Each Party will work cooperatively in good faith to notify the other Parties hereto of any known or observed incidents of such other Parties' respective non-compliance with the terms of this MOA. Notwithstanding the foregoing, a Party's failure to receive a notice of non-compliance from one or both other Parties shall not excuse that Party's non-compliance with any requirement or term hereof.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this MOA as of the date written below.

MIAMI-DADE COUNTY	
By: Deville Leine Cava	By:
Name: Daniella Levine Caya	Name: Juan Kuryla
Title: Mayor	Title: Port Director & CEO
Date: 5 28 21	Date: 5 28 2\

# STATE OF FLORIDA DEPARTMENT OF HEALTH

Ву:		
Name:	······································	
Title:		
Date:		

# NORWEGIAN CRUISE LINE HOLDING (CSL)]

Ву:	Ву:
Name: Frank Del Rio	Name: Daniel S. Farkas
Title: Chief Executive Officer	Title: EVP & General Counsel
_	Date:

Name: Dr. Carlos Gonzalez

Title: Chief Medical Officer

Date: \$/24/21

NORWEGIAN CRUISE LINE HOLDINGS LTD. (CSL)					
By:	By:				
Name: Frank Del Rio	Name: Daniel S. Farkas				
Title: Chief Executive Officer	Title: EVP & General Counsel				
Date: May 24, 2021	Date: May 24, 2021				
By:					
Name: Dr. Carlos Gonzalez					
Title: Chief Medical Officer					

# **PORTMIAMI COVID-19 SAFETY PROCEDURES**

#### I. ABBREVIATIONS

ALS - Advanced Life Support

BLS - Basic Life Support

CBP - US Customs and Border Protection

CDC - US Center for Disease Control & Prevention

CL - Cruise Lines or Cruise Vessel Operators

CSG - Miami-Dade County, COVID-19 Safety Guidelines

CSO – CDC Framework for Conditional Sailing Order dated Oct. 30, 2020 and subsequent CDC technical instructions, clarifications, and guidelines issued in connection therewith

CT-A - Cruise Terminal A

MCTA - Miami Cruise Terminal A, LLC

MDFR - Miami-Dade Fire Rescue Department

MDPD - Miami-Dade Police Department

MDSD - Miami-Dade Seaport Department

PM - PortMiami

PPE - Personal Protection Equipment

**UCS - Unified Command System** 

**USCG - United States Coast Guard** 

#### II. SCREENING

# A. Medical Screening of Travelers and Crew

- Responsibilities Cruise Lines (CLs) shall implement policies and procedures in accordance with the CSO and other applicable CDC requirements and instructions to help ensure the overall public health and safe travel of passengers, crew, and associated workers at MDSD cruise terminal facilities.
- ii. Medical Screening (Embark):
  - 1. CLs must submit detailed embarkation plans to PM for review and approval that comply with the CSO and CDC Technical Instructions, as may be modified.
- iii. Medical Screening (Debark):
  - CLs must submit detailed debarkation plans to PM for review and approval that comply with the CSO and CDC Technical Instructions, as may be modified.

- B. Use of Face Coverings In accordance with Presidential Executive Order 13998, and USCG regulations (MSIB-02-21), it shall be the policy of MDSD that all persons must utilize appropriate face coverings, as defined by CDC guidelines, while at PM.
- C. Social Distancing All CL passengers, crew, and contractors in designated queuing or pedestrian screening areas are required to socially distance, as defined in CDC guidelines, and follow the instructions of CL representatives and PM staff.

#### III. SANITATION

- A. Routine Terminal Sanitation Except as otherwise provided herein, the initial base-level cleaning and disinfecting of all MDSD terminal facilities except for CT-A, is the responsibility of MDSD Housekeeping.
  - The routine level and outbreak-level cleaning (as defined in CDC's Detailed Disinfecting Guidance for Facilities) of CT-A is the exclusive responsibility of MCTA.
  - ii. Terminal Cleaning and Disinfection PM Housekeeping will perform an initial daily cleaning of each MDSD terminal facility (except CT-A) when scheduled for use, prior to the commencement of cruise operations.
    - Between the debark and embark phases of cruise operations, PM Housekeeping may conduct a second cleaning cycle of certain areas of the terminal that were utilized by debarking passengers.
- B. Outbreak-Level Cleaning— In the event of an outbreak-level incident (as defined in CDC guidelines or clarifications), or in the event 1% of the crew or 1.5% of passengers or more are infected or suspected of being infected with a COVID-19 like illness, or as may be redefined in future CDC instructions, CLs shall, at their cost, provide outbreak-level cleaning (as defined in the CDC's Detailed Disinfecting Guidance for Facilities) of each affected area. These areas may include terminals, restrooms, passenger boarding bridges, concourses, and transportation vehicles under CL's control, in accordance with established CDC guidelines. CLs must develop and file plans with PM that demonstrate how they will undertake the sanitation of areas utilized by travelers (passengers and crew) during or after an outbreak-level event, as defined in CDC guidelines and clarifications.

#### IV. EMERGENCY RESPONSE

A. Non-COVID-19 Medical Emergencies – If non-COVID-19 emergency medical care is required for a patient onboard a vessel, the ship's Captain will utilize the 911 emergency system and MDFR will respond to assess patients.

- B. COVID-19 Medical Notification All medical-related disembarkations in this category will be requested by the CL prior to arrival at a MDSD terminal facility. These requests will be made through the Miami-Dade 911 emergency system and will be processed accordingly by MDFR via dock operations (not through the interior of cruise terminals), in accordance with MDFR policy.
  - i. In addition to USCG regulations requiring notification of intention to enter US waters with a potentially ill traveler or crew member and/or any other medical concerns, which trigger the Unified Command System (UCS), all CLs are required to provide similar notification to PM via email at <a href="mailto:similar-notification">300</a>miamidade gov, and telephone to the PortMiami Command-and-Control Center, at (305) 329-4050.
    - 1. The notification to PM must include:
      - a. Expected Patient Count
      - b. Patient(s) Condition
      - c. General Demographic Information on Patient(s)
    - 2. The UCS will be utilized throughout the emergency response.
    - 3. The UCS will include representatives from the affected CL and the following agencies:
      - a. US Coast Guard
      - b. CDC Miami Quarantine Office
      - c. CBP
      - d. Florida Department of Health
      - e. PortMiami
      - f. Office of Emergency Management
      - g. MDPD
      - h. MDFR
      - i. Biscayne Bay Pilots
- C. Examination and Entry Screening CL medical personnel will provide MDFR all appropriate and corresponding patient medical records and information to facilitate MDFR's ability to properly evaluate the condition of the patient. MDFR will evaluate and determine the level of medical care required in accordance with their policy.
  - Advanced Life Support (ALS) If MDFR determines that ALS is required, MDFR will make a transport determination at that time.
  - ii. Basic Life Support (BLS) If MDFR determines that the ill traveler falls under a BLS scenario, the traveler will be released back into the CL's care for transport and treatment in accordance with CL's established medical care and transportation agreements, as required by the CSO.

#### D. COVID-19 Outbreak & Worst-Case Scenario

- COVID-19 Outbreaks For the purposes of this procedure, outbreaks are defined as incidents involving 1% of the crew or 1.5% of passengers, or as may be redefined in future CDC instructions.
- ii. Worst-Case Scenario For the purposes of this procedure, Worse-Case Scenario is defined as incidents involving simultaneous outbreaks on any two (2) or more distinct ships.
- iii. In the event of a worst-case scenario, or infectious disease outbreak, the CLs shall comply with any additional requirements that may be imposed by MDSD, CDC, or the UCS.
- V. PUBLIC SERVICE ANNOUNCEMENTS The MDSD Public Affairs Office is responsible for disseminating Miami-Dade County's prevention and social distancing messaging and guidelines throughout port facilities, digital platforms, and news media outlets. CLs must coordinate public messaging related to COVID-19 with the MDSD Public Affairs Office.

#### VI. PORT STAFF PROTECTION & TRAINING

- A. Personal Protection Equipment (PPE) MDSD has procured and issued appropriate PPEs to all staff accordingly.
- B. Initial & Ongoing Training MDSD shall be required to complete safety and health training of all personnel in accordance with applicable OSHA, CDC, and CSG requirements.
- C. All port staff who are expected to interact with cruise travelers and crew are encouraged to obtain appropriate vaccinations.
- D. PM shall conduct routine temperature checks on all PM who are expected to interact with travelers and crew.
- VII. MDSD RESERVATION OF RIGHTS The MDSD reserves the right to amend, supplement, or otherwise modify these PortMiami COVID-19 Safety Procedures in its sole discretion.

#### Exhibit 2

# NCLH Approved Vessels & Capacities – Port of Miami

The maximum number of guests and crew set forth on the Ship Particulars (SECTION I) is a reference based on an estimated distribution of guests and crew. The actual number of guests or crew can at times exceed the maximum numbers for each category (Guest/Crew) provided the ship never exceeds the total number of people certified to carry (SOLAS capacity).

Our intention is to initially sail with a limited capacity in accordance with all current regulatory restrictions and CDC guidelines. Upon successful completion of initial sailings, vessel capacity shall be increased gradually based on the operational experience, regulatory updates and consumer demand.

Tentative Deployment Schedule is attached separately.

#### I. Ship Particulars

Brand	Ship Name	Ship Class	Max Passengers	Max Crew	SOLAS Capacity
NCL	N. Gem	Jewel Class	3130	1000	4130
NCL	N. Joy	Breakaway Plus	4992	1706	6698
NCL	N. Encore	Breakaway Plus	4992	1706	6698
NCL	N. Getaway	Breakaway	4941	1595	6536
NCL	N. Pearl	Jewel Class	3130	1000	4130
OCI	Insignia	R Class	777	373	1150
OCI	Marina	O Class	1328	772	2100
OCI	Riviera	O Class	1328	772	2100
RSSC	Splendor	Explorer Class	809	551	1360
RSSC	Explorer	Explorer Class	809	551	1360
RSSC	Mariner	Mariner Class	769	431	1200

Brand	Installation	Day	Date	Port Name
Oceania	MS Insignia	Thu	16-Dec-2021	Miami, FL
Oceania	MS Insignia	Thu	16-Dec-2021	At Sea
Oceania	MS Insignia	Fri	17-Dec-2021	Miami, FL
Oceania	MS Insignia	Sat	18-Dec-2021	At Sea
Oceania	MS Insignia	Sun	19-Dec-2021	Great Stirrup Cay
Oceania	MS Insignia	Mon	20-Dec-2021	Miami, FL
Oceania	MS Insignia	Tue	21-Dec-2021	Miami, FL
Oceania	MS Insignia	Wed	22-Dec-2021	At Sea
Oceania	MS Insignia	Thu	23-Dec-2021	George Town
Oceania	MS Insignia	Fri	24-Dec-2021	At Sea
Oceania	MS Insignia	Sat	25-Dec-2021	Cartagena (Colombia)
Oceania	MS Insignia	Sun	26-Dec-2021	Panama Canal Transit
Oceania	MS Insignia	Mon	27-Dec-2021	At Sea
Oceania	MS Insignia	Tue	28-Dec-2021	Puntarenas
Oceania	MS Insignia	Wed	29-Dec-2021	San Juan del Sur
Oceania	MS Insignia	Thu	30-Dec-2021	Puerto Quetzal
Oceania	MS Insignia	Fri	31-Dec-2021	At Sea
Oceania	MS Marina	Wed	1-Dec-2021	Miami, FL
Oceania	MS Marina	Thu	2-Dec-2021	Key West, FL
Oceania	MS Marina	Fri	3-Dec-2021	Cozumel
Oceania	MS Marina	Sat	4-Dec-2021	Costa Maya
Oceania	MS Marina	Sun	5-Dec-2021	Belize City
Oceania	MS Marina	Mon	6-Dec-2021	Harvest Caye
Oceania	MS Marina	Tue	7-Dec-2021	Santo Tomas
Oceania	MS Marina	Wed	8-Dec-2021	Roatan Island
Oceania	MS Marina	Thu	9-Dec-2021	At Sea
Oceania	MS Marina	Fri	10-Dec-2021	Puerto Limon
Oceania	MS Marina	Sat	11-Dec-2021	Panama Canal Transit
Oceania	MS Marina	Sat	11-Dec-2021	Fuerte Amador
Oceania	MS Marina	Sun	12-Dec-2021	Fuerte Amador
Oceania	MS Marina	Mon	13-Dec-2021	At Sea
Oceania	MS Marina	Tue	14-Dec-2021	Manta
Oceania	MS Marina	Wed	15-Dec-2021	Guayaquil
Oceania	MS Marina	Thu	16-Dec-2021	At Sea
Oceania	MS Marina	Fri	17-Dec-2021	Salaverry
Oceania	MS Marina	Sat	18-Dec-2021	Callao
Oceania	MS Marina	Sun	19-Dec-2021	Callao
Oceania	MS Riviera	Wed	17-Nov-2021	Civitavecchia
Oceania	MS Riviera	Thu	18-Nov-2021	Villefranche
Oceania	MS Riviera	Fri	19-Nov-2021	Barcelona
Oceania	MS Riviera	Sat	20-Nov-2021	At Sea
Oceania	MS Riviera	Sun	21-Nov-2021	Casablanca
Oceania	MS Riviera	Mon	22-Nov-2021	At Sea
Oceania	MS Riviera	Tue	23-Nov-2021	Santa Cruz de la Palma
Oceania	MS Riviera	Wed	24-Nov-2021	At Sea

Oceania	MS Riviera	Thu	25-Nov-2021	At Sea
Oceania	MS Riviera	Fri	26-Nov-2021	At Sea
Oceania	MS Riviera	Sat	27-Nov-2021	At Sea
Oceania	MS Riviera	Sun	28-Nov-2021	At Sea
Oceania	MS Riviera	Mon	29-Nov-2021	Gustavia
Oceania	MS Riviera	Tue	30-Nov-2021	San Juan
Oceania	MS Riviera	Wed	1-Dec-2021	At Sea
Oceania	MS Riviera	Thu	2-Dec-2021	At Sea
Oceania	MS Riviera	Fri	3-Dec-2021	Miami, FL
Oceania	MS Riviera	Sat	4-Dec-2021	At Sea
Oceania	MS Riviera	Sun	5-Dec-2021	At Sea
Oceania	MS Riviera	Mon	6-Dec-2021	Gustavia
Oceania	MS Riviera	Tue	7-Dec-2021	Fort de France
Oceania	MS Riviera	Wed	8-Dec-2021	Castries
Oceania	MS Riviera	Thu	9-Dec-2021	St. John's (Antiqua)
Oceania	MS Riviera	Fri	10-Dec-2021	San Juan
Oceania	MS Riviera	Sat	11-Dec-2021	Puerto Plata
Oceania	MS Riviera	Sun	12-Dec-2021	At Sea
Oceania	MS Riviera	Mon	13-Dec-2021	Miami, FL
Oceania	MS Riviera	Tue	14-Dec-2021	At Sea
Oceania	MS Riviera	Wed	15-Dec-2021	Cozumel
Oceania	MS Riviera	Thu	16-Dec-2021	Roatan Island
Oceania	MS Riviera	Fri	17-Dec-2021	Santo Tomas
Oceania	MS Riviera	Sat	18-Dec-2021	Harvest Caye
Oceania	MS Riviera	Sun	19-Dec-2021	Belize City
Oceania	MS Riviera	Mon	20-Dec-2021	Costa Maya
Oceania	MS Riviera	Tue	21-Dec-2021	At Sea
Oceania	MS Riviera	Wed	22-Dec-2021	Great Stirrup Cay
Oceania	MS Riviera	Thu	23-Dec-2021	Miami, FL
Oceania	MS Riviera	Fri	24-Dec-2021	At Sea
Oceania	MS Riviera	Sat	25-Dec-2021	At Sea
Oceania	MS Riviera	Sun	26-Dec-2021	Oranjestad
Oceania	MS Riviera	Mon	27-Dec-2021	Kralendijk
Oceania	MS Riviera	Tue	28-Dec-2021	Willemstad
Oceania	MS Riviera	Wed	29-Dec-2021	St. George's (Grenada)
Oceania	MS Riviera	Thu	30-Dec-2021	Bridgetown
Oceania	MS Riviera	Fri	31-Dec-2021	Pointe a Pitre
Regent	MS Seven Seas Explorer	Sun	14-Nov-2021	Miami, FL
Regent	MS Seven Seas Explorer	Mon	15-Nov-2021	Miami, FL
Regent	MS Seven Seas Explorer	Tue	16-Nov-2021	At Sea
Regent	MS Seven Seas Explorer	Wed	17-Nov-2021	Costa Maya
Regent	MS Seven Seas Explorer	Thu	18-Nov-2021	Harvest Caye
Regent	MS Seven Seas Explorer	Fri	19-Nov-2021	Santo Tomas
Regent	MS Seven Seas Explorer	Sat	20-Nov-2021	Roatan Island
Regent	MS Seven Seas Explorer	Sun	21-Nov-2021	At Sea
Regent	MS Seven Seas Explorer	Mon	22-Nov-2021	Puerto Limon
Regent	MS Seven Seas Explorer	Tue	23-Nov-2021	Colon

Regent	MS Seven Seas Explorer	Wed	24-Nov-2021	Cartagena (Colombia)
Regent	MS Seven Seas Explorer	Thu	25-Nov-2021	At Sea
Regent	MS Seven Seas Explorer	Fri	26-Nov-2021	Oranjestad
Regent	MS Seven Seas Explorer	Sat	27-Nov-2021	Willemstad
Regent	MS Seven Seas Explorer	Sun	28-Nov-2021	At Sea
Regent	MS Seven Seas Explorer	Mon	29-Nov-2021	St. George's (Grenada)
Regent	MS Seven Seas Explorer	Tue	30-Nov-2021	Castries
Regent	MS Seven Seas Explorer	Wed	1-Dec-2021	Bridgetown
Regent	MS Seven Seas Explorer	Thu	2-Dec-2021	Roseau
Regent	MS Seven Seas Explorer	Fri	3-Dec-2021	St. John's (Antiqua)
Regent	MS Seven Seas Explorer	Sat	4-Dec-2021	Gustavia
Regent	MS Seven Seas Explorer	Sun	5-Dec-2021	Philipsburg
Regent	MS Seven Seas Explorer	Mon	6-Dec-2021	San Juan
Regent	MS Seven Seas Explorer	Tue	7-Dec-2021	At Sea
Regent	MS Seven Seas Explorer	Wed	8-Dec-2021	Great Stirrup Cay
Regent	MS Seven Seas Explorer	Thu	9-Dec-2021	Miami, FL
Regent	MS Seven Seas Explorer	Fri	10-Dec-2021	At Sea
Regent	MS Seven Seas Explorer	Sat	11-Dec-2021	Puerto Plata
Regent	MS Seven Seas Explorer	Sun	12-Dec-2021	San Juan
Regent	MS Seven Seas Explorer	Mon	13-Dec-2021	Basseterre
Regent	MS Seven Seas Explorer	Tue	14-Dec-2021	Roseau
Regent	MS Seven Seas Explorer	Wed	15-Dec-2021	Bridgetown
Regent	MS Seven Seas Explorer	Thu	16-Dec-2021	Castries
Regent	MS Seven Seas Explorer	Fri	17-Dec-2021	Philipsburg
Regent	MS Seven Seas Explorer	Sat	18-Dec-2021	At Sea
Regent	MS Seven Seas Explorer	Sun	19-Dec-2021	At Sea
Regent	MS Seven Seas Explorer	Mon	20-Dec-2021	Miami, FL
Regent	MS Seven Seas Explorer	Tue	21-Dec-2021	At Sea
Regent	MS Seven Seas Explorer	Wed	22-Dec-2021	At Sea
processing of the processing of the con-	MS Seven Seas Explorer	Thu	23-Dec-2021	Oranjestad
Regent	MS Seven Seas Explorer	Fri	24-Dec-2021	Willemstad
Regent	MS Seven Seas Explorer	Sat	25-Dec-2021	Kralendijk
Regent	MS Seven Seas Explorer	Sun	26-Dec-2021	St. George's (Grenada)
Regent	MS Seven Seas Explorer	Mon	27-Dec-2021	Bridgetown
Regent Regent	MS Seven Seas Explorer	Tue	28-Dec-2021	Kingstown
Regent	MS Seven Seas Explorer	Wed	29-Dec-2021	Roseau
سنناه وبالمشاها والمتاها والمتاها والمتاها	MS Seven Seas Explorer	Thu	30-Dec-2021	Basseterre
Regent	and the second s	Fri	31-Dec-2021	Road Town (Tortola)
Regent Pegent	MS Seven Seas Explorer MS Seven Seas Mariner	Sun	12-Dec-2021	Miami, FL
Regent	MS Seven Seas Mariner	Mon	13-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Tue	14-Dec-2021	Miami, FL
Regent	MS Seven Seas Mariner	Wed	15-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Thu	16-Dec-2021	Great Stirrup Cay
Regent Pegent	MS Seven Seas Mariner	Fri	17-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Sat	18-Dec-2021	Miami, FL
Regent	MS Seven Seas Mariner	Sun	19-Dec-2021	Key West, FL
Regent			20-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Mon	ZU-D60-ZUZ I	At Oba

Regent	MS Seven Seas Mariner	Tue	21-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Wed	22-Dec-2021	Cartagena (Colombia)
Regent	MS Seven Seas Mariner	Thu	23-Dec-2021	Panama Canal Transit
Regent	MS Seven Seas Mariner	Fri	24-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Sat	25-Dec-2021	Puntarenas
Regent	MS Seven Seas Mariner	Sun	26-Dec-2021	San Juan del Sur
Regent	MS Seven Seas Mariner	Mon	27-Dec-2021	Puerto Quetzal
Regent	MS Seven Seas Mariner	Tue	28-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Wed	29-Dec-2021	Acapulco
Regent	MS Seven Seas Mariner	Thu	30-Dec-2021	At Sea
Regent	MS Seven Seas Mariner	Fri	31-Dec-2021	Mazatlan
Regent	MS Seven Seas Splendor	Tue	23-Nov-2021	Barcelona
Regent	MS Seven Seas Splendor	Wed	24-Nov-2021	At Sea
Regent	MS Seven Seas Splendor	Thu	25-Nov-2021	At Sea
Regent	MS Seven Seas Splendor	Fri	26-Nov-2021	Arrecife - Lanzarote Is.
Regent	MS Seven Seas Splendor	Sat	27-Nov-2021	Santa Cruz de Tenerife
Regent	MS Seven Seas Splendor	Sun	28-Nov-2021	At Sea
Regent	MS Seven Seas Splendor	Mon	29-Nov-2021	At Sea
Regent	MS Seven Seas Splendor	Tue	30-Nov-2021	At Sea
Regent	MS Seven Seas Splendor	Wed	1-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Thu	2-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Fri	3-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Sat	4-Dec-2021	San Juan
Regent	MS Seven Seas Splendor	Sun	5-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Mon	6-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Tue	7-Dec-2021	Miami, FL
Regent	MS Seven Seas Splendor	Wed	8-Dec-2021	Miami, FL
and the Restaurance of the comment	MS Seven Seas Splendor	Thu	9-Dec-2021	At Sea
Regent		Fri	10-Dec-2021	Puerto Plata
Regent	MS Seven Seas Splendor	Sat	11-Dec-2021	San Juan
Regent	MS Seven Seas Splendor	and the second s	12-Dec-2021	Basseterre
Regent	MS Seven Seas Splendor	Sun	The state of the s	St. John's (Antiqua)
Regent	MS Seven Seas Splendor	Mon	13-Dec-2021	the state of the s
Regent	MS Seven Seas Splendor	Tue	14-Dec-2021	Gustavia
Regent	MS Seven Seas Splendor	Wed	15-Dec-2021	At Sea At Sea
Regent	MS Seven Seas Splendor	Thu	16-Dec-2021	
Regent	MS Seven Seas Splendor	Fri	17-Dec-2021	Miami, FL
Regent	MS Seven Seas Splendor	Sat	18-Dec-2021	Great Stirrup Cay
Regent	MS Seven Seas Splendor	Sun	19-Dec-2021	Key West, FL
Regent	MS Seven Seas Splendor	Mon	20-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Tue	21-Dec-2021	Cozumel
Regent	MS Seven Seas Splendor	Wed	22-Dec-2021	Roatan Island
Regent	MS Seven Seas Splendor	Thu	23-Dec-2021	Harvest Caye
Regent	MS Seven Seas Splendor	Fri	24-Dec-2021	Santo Tomas
Regent	MS Seven Seas Splendor	Sat	25-Dec-2021	Costa Maya
Regent	MS Seven Seas Splendor	Sun	26-Dec-2021	At Sea
Regent	MS Seven Seas Splendor	Mon	27-Dec-2021	Miami, FL
Regent	MS Seven Seas Splendor	Tue	28-Dec-2021	At Sea

Regent	MS Seven Seas Splendor	Wed	29-Dec-2021	Puerto Plata
Regent	MS Seven Seas Splendor	Thu	30-Dec-2021	San Juan
Regent	MS Seven Seas Splendor	Fri	31-Dec-2021	Basseterre
Norwegian	Norwegian Encore	Sun	7-Nov-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	8-Nov-2021	Great Stirrup Cay
Norwegian	Norwegian Encore	Tue	9-Nov-2021	At Sea
Norwegian	Norwegian Encore	Wed	10-Nov-2021	Miami, FL
Norwegian	Norwegian Encore	Thu	11-Nov-2021	At Sea
Norwegian	Norwegian Encore	Fri	12-Nov-2021	Cozumel
Norwegian	Norwegian Encore	Sat	13-Nov-2021	At Sea
Norwegian	Norwegian Encore	Sun	14-Nov-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	15-Nov-2021	At Sea
Norwegian	Norwegian Encore	Tue	16-Nov-2021	Puerto Plata
Norwegian	Norwegian Encore	Wed	17-Nov-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	18-Nov-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	19-Nov-2021	At Sea
Norwegian	Norwegian Encore	Sat	20-Nov-2021	Great Stirrup Cay
Norwegian	Norwegian Encore	Sun	21-Nov-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	22-Nov-2021	At Sea
Norwegian	Norwegian Encore	Tue	23-Nov-2021	Puerto Plata
Norwegian	Norwegian Encore	Wed	24-Nov-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	25-Nov-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	26-Nov-2021	At Sea
Norwegian	Norwegian Encore	Sat	27-Nov-2021	Great Stirrup Cay
Norwegian	Norwegian Encore	Sun	28-Nov-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	29-Nov-2021	At Sea
Norwegian	Norwegian Encore	Tue	30-Nov-2021	Puerto Plata
Norwegian	Norwegian Encore	Wed	1-Dec-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	2-Dec-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	3-Dec-2021	At Sea
Norwegian	Norwegian Encore	Sat	4-Dec-2021	Great Stirrup Cay
Norwegian	Norwegian Encore	Sun	5-Dec-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	6-Dec-2021	At Sea
Norwegian	Norwegian Encore	Tue	7-Dec-2021	Puerto Plata
Norwegian	Norwegian Encore	Wed	8-Dec-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	9-Dec-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	10-Dec-2021	At Sea
Norwegian	Norwegian Encore	Sat	11-Dec-2021	Great Stirrup Cay
Norwegian	Norwegian Encore	Sun	12-Dec-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	13-Dec-2021	Great Stirrup Cay
Norwegian	Norwegian Encore	Tue	14-Dec-2021	At Sea
Norwegian	Norwegian Encore	Wed	15-Dec-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	16-Dec-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	17-Dec-2021	Puerto Plata
Norwegian	Norwegian Encore	Sat	18-Dec-2021	At Sea
Norwegian	Norwegian Encore	Sun	19-Dec-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	20-Dec-2021	Great Stirrup Cay

Norwegian	Norwegian Encore	Tue	21-Dec-2021	At Sea
Norwegian	Norwegian Encore	Wed	22-Dec-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	23-Dec-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	24-Dec-2021	Puerto Plata
Norwegian	Norwegian Encore	Sat	25-Dec-2021	At Sea
Norwegian	Norwegian Encore	Sun	26-Dec-2021	Miami, FL
Norwegian	Norwegian Encore	Mon	27-Dec-2021	At Sea
Norwegian	Norwegian Encore	Tue	28-Dec-2021	Puerto Plata
Norwegian	Norwegian Encore	Wed	29-Dec-2021	St. Thomas
Norwegian	Norwegian Encore	Thu	30-Dec-2021	Road Town (Tortola)
Norwegian	Norwegian Encore	Fri	31-Dec-2021	At Sea
Norwegian	Norwegian Gem	Tue	10-Aug-2021	Miami, FL
Norwegian	Norwegian Gem	Tue	10-Aug-2021	At Sea
Norwegian	Norwegian Gem	Wed	11-Aug-2021	Miami, FL
Norwegian	Norwegian Gem	Thu	12-Aug-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Fri	13-Aug-2021	At Sea
Norwegian	Norwegian Gem	Sat	14-Aug-2021	Miami, FL
Norwegian	Norwegian Gem	Sun	15-Aug-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	16-Aug-2021	At Sea
Norwegian	Norwegian Gem	Tue	17-Aug-2021	Roatan Island
Norwegian	Norwegian Gem	Wed	18-Aug-2021	Harvest Caye
Norwegian	Norwegian Gem	Thu	19-Aug-2021	Costa Maya
Norwegian	Norwegian Gem	Fri	20-Aug-2021	Cozumel
Norwegian	Norwegian Gem	Sat	21-Aug-2021	At Sea
Norwegian	Norwegian Gem	Sun	22-Aug-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	23-Aug-2021	At Sea
Norwegian	Norwegian Gem	Tue	24-Aug-2021	Roatan Island
Norwegian	Norwegian Gem	Wed	25-Aug-2021	Harvest Caye
Norwegian	Norwegian Gem	Thu	26-Aug-2021	Costa Maya
Norwegian	Norwegian Gem	Fri	27-Aug-2021	Cozumel
Norwegian	Norwegian Gem	Sat	28-Aug-2021	At Sea
Norwegian	Norwegian Gem	Sun	29-Aug-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	30-Aug-2021	At Sea
Norwegian	Norwegian Gem	Tue	31-Aug-2021	Roatan Island
Norwegian	Norwegian Gem	Wed	1-Sep-2021	Harvest Caye
Norwegian	Norwegian Gem	Thu	2-Sep-2021	Costa Maya
Norwegian	Norwegian Gem	Fri	3-Sep-2021	Cozumel
Norwegian	Norwegian Gem	Sat	4-Sep-2021	At Sea
Norwegian	Norwegian Gem	Sun	5-Sep-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	6-Sep-2021	At Sea
Norwegian	Norwegian Gem	Tue	7-Sep-2021	Amber Cove
Norwegian	Norwegian Gem	Wed	8-Sep-2021	St. Thomas
Norwegian	Norwegian Gem	Thu	9-Sep-2021	Road Town (Tortola)
Norwegian	Norwegian Gem	Fri	10-Sep-2021	At Sea
Norwegian	Norwegian Gem	Sat	11-Sep-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Sun	12-Sep-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	13-Sep-2021	At Sea

Norwegian	Norwegian Gem	Tue	14-Sep-2021	Roatan Island
Norwegian	Norwegian Gem	Wed	15-Sep-2021	Harvest Caye
Norwegian	Norwegian Gem	Thu	16-Sep-2021	Costa Maya
Norwegian	Norwegian Gem	Fri	17-Sep-2021	Cozumel
Norwegian	Norwegian Gem	Sat	18-Sep-2021	At Sea
Norwegian	Norwegian Gem	Sun	19-Sep-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	20-Sep-2021	At Sea
Norwegian	Norwegian Gem	Tue	21-Sep-2021	Amber Cove
Norwegian	Norwegian Gem	Wed	22-Sep-2021	St. Thomas
Norwegian	Norwegian Gem	Thu	23-Sep-2021	Road Town (Tortola)
Norwegian	Norwegian Gem	Fri	24-Sep-2021	At Sea
Norwegian	Norwegian Gem	Sat	25-Sep-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Sun	26-Sep-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	27-Sep-2021	At Sea
Norwegian	Norwegian Gem	Tue	28-Sep-2021	Roatan Island
Norwegian	Norwegian Gem	Wed	29-Sep-2021	Harvest Caye
Norwegian	Norwegian Gem	Thu	30-Sep-2021	Costa Maya
Norwegian	Norwegian Gem	Fri	1-Oct-2021	Cozumel
Norwegian	Norwegian Gem	Sat	2-Oct-2021	At Sea
Vorwegian	Norwegian Gem	Sun	3-Oct-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	4-Oct-2021	At Sea
Vorwegian	Norwegian Gem	Tue	5-Oct-2021	Amber Cove
Norwegian	Norwegian Gem	Wed	6-Oct-2021	St. Thomas
Vorwegian	Norwegian Gem	Thu	7-Oct-2021	Road Town (Tortola)
Vorwegian	Norwegian Gem	Fri	8-Oct-2021	At Sea
Vorwegian	Norwegian Gem	Sat	9-Oct-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Sun	10-Oct-2021	Miami, FL
Vorwegian	Norwegian Gem	Mon	11-Oct-2021	At Sea
Norwegian	Norwegian Gem	Tue	12-Oct-2021	Roatan Island
Norwegian	Norwegian Gem	Wed	13-Oct-2021	Harvest Caye
Norwegian	Norwegian Gem	Thu	14-Oct-2021	Costa Maya
Norwegian	Norwegian Gem	Fri	15-Oct-2021	Cozumel
Norwegian	Norwegian Gem	Sat	16-Oct-2021	At Sea
Norwegian	Norwegian Gem	Sun	17-Oct-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	18-Oct-2021	Freeport
Norwegian	Norwegian Gem	Tue	19-Oct-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Wed	20-Oct-2021	Nassau
Norwegian	Norwegian Gem	Thu	21-Oct-2021	Miami, FL
Vorwegian	Norwegian Gem	Fri	22-Oct-2021	At Sea
Vorwegian	Norwegian Gem	Sat	23-Oct-2021	Freeport
Vorwegian	Norwegian Gem	Sun	24-Oct-2021	At Sea
Norwegian	Norwegian Gem	Mon	25-Oct-2021	Miami, FL
Norwegian	Norwegian Gem	Tue	26-Oct-2021	At Sea
Norwegian	Norwegian Gem	Wed	27-Oct-2021	Nassau
Norwegian	Norwegian Gem	Thu	28-Oct-2021	At Sea
Norwegian	Norwegian Gem	Fri	29-Oct-2021	Miami, FL
Norwegian	Norwegian Gem	Sat	30-Oct-2021	At Sea

Norwegian	Norwegian Gem	Sun	31-Oct-2021	Harvest Caye
Norwegian	Norwegian Gem	Mon	1-Nov-2021	Roatan Island
Norwegian	Norwegian Gem	Tue	2-Nov-2021	At Sea
Norwegian	Norwegian Gem	Wed	3-Nov-2021	Miami, FL
Norwegian	Norwegian Gem	Thu	4-Nov-2021	At Sea
Norwegian	Norwegian Gem	Fri	5-Nov-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Sat	6-Nov-2021	At Sea
Norwegian	Norwegian Gem	Sun	7-Nov-2021	Miami, FL
Norwegian	Norwegian Gem	Mon	8-Nov-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Tue	9-Nov-2021	At Sea
Norwegian	Norwegian Gem	Wed	10-Nov-2021	Puerto Plata
Norwegian	Norwegian Gem	Thu	11-Nov-2021	At Sea
Norwegian	Norwegian Gem	Fri	12-Nov-2021	Miami, FL
Norwegian	Norwegian Gem	Sat	13-Nov-2021	Great Stirrup Cay
Norwegian	Norwegian Gem	Sun	14-Nov-2021	At Sea
Norwegian	Norwegian Gem	Mon	15-Nov-2021	Ocho Rios
Norwegian	Norwegian Gem	Tue	16-Nov-2021	At Sea
Norwegian	Norwegian Gem	Wed	17-Nov-2021	Nassau
Norwegian	Norwegian Gem	Thu	18-Nov-2021	Miami, FL
Norwegian	Norwegian Gem	Fri	19-Nov-2021	At Sea
Norwegian	Norwegian Gem	Sat	20-Nov-2021	At Sea
Vorwegian	Norwegian Gem	Sun	21-Nov-2021	New York, NY
Norwegian	Norwegian Getaway	Sun	5-Dec-2021	Civitavecchia
Norwegian	Norwegian Getaway	Mon	6-Dec-2021	Livorno
Norwegian	Norwegian Getaway	Tue	7-Dec-2021	Cannes
Vorwegian	Norwegian Getaway	Wed	8-Dec-2021	Barcelona
Vorwegian	Norwegian Getaway	Thu	9-Dec-2021	Valencia
Norwegian	Norwegian Getaway	Fri	10-Dec-2021	Malaga
Vorwegian	Norwegian Getaway	Sat	11-Dec-2021	Cadiz
Vorwegian	Norwegian Getaway	Sun	12-Dec-2021	Lisbon
Vorwegian	Norwegian Getaway	Mon	13-Dec-2021	At Sea
Vorwegian	Norwegian Getaway	Tue	14-Dec-2021	Ponta Delgada
Norwegian	Norwegian Getaway	Wed	15-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Thu	16-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Fri	17-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Sat	18-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Sun	19-Dec-2021	Royal Naval Dockyard
Norwegian	Norwegian Getaway	Mon	20-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Tue	21-Dec-2021	At Sea
Vorwegian	Norwegian Getaway	Wed	22-Dec-2021	Miami, FL
Vorwegian	Norwegian Getaway	Thu	23-Dec-2021	At Sea
Vorwegian	Norwegian Getaway	Fri	24-Dec-2021	Harvest Caye
Vorwegian	Norwegian Getaway	Sat	25-Dec-2021	Cozumel
Norwegian	Norwegian Getaway	Sun	26-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Mon	27-Dec-2021	Miami, FL
Norwegian	Norwegian Getaway	Tue	28-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Wed	29-Dec-2021	George Town

Norwegian	Norwegian Getaway	Thu	30-Dec-2021	At Sea
Norwegian	Norwegian Getaway	Fri	31-Dec-2021	Willemstad
Norwegian	Norwegian Joy	Sat	20-Nov-2021	Miami, FL
Norwegian	Norwegian Joy	Sun	21-Nov-2021	At Sea
Norwegian	Norwegian Joy	Mon	22-Nov-2021	Roatan Island
Norwegian	Norwegian Joy	Tue	23-Nov-2021	Harvest Caye
Norwegian	Norwegian Joy	Wed	24-Nov-2021	Costa Maya
Norwegian	Norwegian Joy	Thu	25-Nov-2021	Cozumel
Norwegian	Norwegian Joy	Fri	26-Nov-2021	At Sea
Norwegian	Norwegian Joy	Sat	27-Nov-2021	Miami, FL
Norwegian	Norwegian Joy	Sun	28-Nov-2021	At Sea
Norwegian	Norwegian Joy	Mon	29-Nov-2021	Roatan Island
Norwegian	Norwegian Joy	Tue	30-Nov-2021	Harvest Caye
Norwegian	Norwegian Joy	Wed	1-Dec-2021	Costa Maya
Norwegian	Norwegian Joy	Thu	2-Dec-2021	Cozumel
Norwegian	Norwegian Joy	Fri	3-Dec-2021	At Sea
Norwegian	Norwegian Joy	Sat	4-Dec-2021	Miami, FL
Norwegian	Norwegian Joy	Sun	5-Dec-2021	At Sea
Norwegian	Norwegian Joy	Mon	6-Dec-2021	Roatan Island
Norwegian	Norwegian Joy	Tue	7-Dec-2021	Harvest Caye
Norwegian	Norwegian Joy	Wed	8-Dec-2021	Costa Maya
Norwegian	Norwegian Joy	Thu	9-Dec-2021	Cozumel
Norwegian	Norwegian Joy	Fri	10-Dec-2021	At Sea
Norwegian	Norwegian Joy	Sat	11-Dec-2021	Miami, FL
Norwegian	Norwegian Joy	Sun	12-Dec-2021	At Sea
Norwegian	Norwegian Joy	Mon	13-Dec-2021	Roatan Island
Norwegian	Norwegian Joy	Tue	14-Dec-2021	Harvest Caye
Norwegian	Norwegian Joy	Wed	15-Dec-2021	Costa Maya
Norwegian	Norwegian Joy	Thu	16-Dec-2021	Cozumel
Norwegian	Norwegian Joy	Fri	17-Dec-2021	At Sea
Norwegian	Norwegian Joy	Sat	18-Dec-2021	Miami, FL
Norwegian	Norwegian Joy	Sun	19-Dec-2021	At Sea
Norwegian	Norwegian Joy	Mon	20-Dec-2021	Harvest Caye
Norwegian	Norwegian Joy	Tue	21-Dec-2021	Costa Maya
Norwegian	Norwegian Joy	Wed	22-Dec-2021	At Sea
Norwegian	Norwegian Joy	Thu	23-Dec-2021	Miami, FL
Norwegian	Norwegian Joy	Fri	24-Dec-2021	At Sea
Norwegian	Norwegian Joy	Sat	25-Dec-2021	At Sea
Norwegian	Norwegian Joy	Sun	26-Dec-2021	Willemstad
esculprocerus espergrafes processors and respectively.	Norwegian Joy	Mon	27-Dec-2021	Oranjestad
parameter and the second secon	Norwegian Joy	Tue	28-Dec-2021	Kralendijk
إدارا المستعمل المستعملين	Norwegian Joy	Wed	29-Dec-2021	Castries
Charles Since Company and the contract of	Norwegian Joy	Thu	30-Dec-2021	St. John's (Antiqua)
armonia de la compania del compania del compania de la compania del la compania de la compania dela compania del la compania de la compania del la compania del la compania del la compani	Norwegian Joy	Fri	31-Dec-2021	St. Thomas
<u> </u>	Norwegian Pearl	Thu	23-Dec-2021	Miami, FL
	Norwegian Pearl	Fri	24-Dec-2021	At Sea
Norwegian	Norwegian Pearl	Sat	25-Dec-2021	At Sea

Norwegian	Norwegian Pearl	Sun	26-Dec-2021	Cartagena (Colombia)
Norwegian	Norwegian Pearl	Mon	27-Dec-2021	Panama Canal - Gatun Yacht Club
Norwegian	Norwegian Pearl	Mon	27-Dec-2021	Colon
Norwegian	Norwegian Pearl	Tue	28-Dec-2021	Puerto Limon
Norwegian	Norwegian Pearl	Wed	29-Dec-2021	At Sea
Norwegian	Norwegian Pearl	Thu	30-Dec-2021	Roatan Island
Norwegian	Norwegian Pearl	Fri	31-Dec-2021	Harvest Caye

#### Exhibit 3

# **Cruise Ship Operator COVID-19 Vaccination Strategies**

This Exhibit 3 supplements the attached Memorandum of Agreement (the "MoA") entered into by and between Norwegian Cruise Line Holdings and The Port of Miami. Norwegian Cruise Line Holdings shall operate simulated voyages or restricted passenger operations subject to the United States Centers for Disease Controls' ("CDC") Framework for Conditional Sailing Order ("CSO") with fully vaccinated cruise ship crew members (the "CSO Voyages").

Norwegian Cruise line Holding's COVID-19 Vaccination Strategies are as follows:

- I. COVID-19 Vaccination of Cruise Ship Crew Prior to Resuming Passenger Operations in US Ports.
  - a. Prior COVID-19 Vaccination of Crewmembers in Home Country.
    - i. Crewmembers currently on vacation have been officially notified to seek out and take the opportunity to complete their vaccination protocol at home prior to the start of their next contract.
    - ii. Accepted COVID-19 vaccines include those that are approved by the U.S. Food and Drug Administration (FDA) or a vaccine product that has received emergency use listing from the World Health Organization (WHO).

#### b. Local COVID-19 Vaccination of Crewmembers Onboard in Port.

- i. Local DOH and/or County shall undertake reasonable best efforts to assist Norwegian Cruise Line Holdings in the procurement, purchase or administration of COVID-19 vaccines for all Norwegian Cruise Line Holdings crew members participating in simulated or restricted voyages.
- ii. DOH and/or County shall notify Norwegian Cruise Line Holdings in writing of the availability of COVID-19 vaccines for some or all Norwegian Cruise Line Holdings crew members participating in simulated or restricted voyages.
- iii. Norwegian Cruise Line Holdings will then communicate to DOH and County a vaccination plan for the utilization of all doses made available (including the date, location, and third party responsible for administering vaccination(s), if applicable).
- iv. Norwegian Cruise Line Holdings will utilize available resources including, but not limited to, terminal space, pier allocation and locally hired medical personnel (if needed).
- v. For Norwegian Cruise Line Holdings to vaccinate crew members participating in simulated or restricted voyages, no earlier than the date for general availability of COVID-19 vaccines to residents of the local subdivision from which CSL intends to sail, DOH agrees to add seafarers

#### Exhibit 3

- (and cruise ship crew members, specifically) to its vaccine eligibility and prioritization criteria.
- vi. Accepted COVID-19 vaccines include those that are approved by the U.S. Food and Drug Administration (FDA) or a vaccine product that has received emergency use listing from the World Health Organization (WHO).
- II. Incorporation by Cruise CSL of Vaccination Strategies to Protect Passengers and Crew from COVID-19.
  - a. General COVID-19 Vaccination Strategy
    - i. Norwegian Cruise Line Holdings shall require (1) cruise ship crew, (2) embarking passengers and (3) embarking contractors to be fully vaccinated prior to participating in simulated or restricted voyages.
    - ii. Norwegian Cruise Line Holdings port protocols and mobilization plans shall incorporate CDC's Interim Public Health Recommendations for Fully Vaccinated guests and crewmembers.
  - b. COVID-19 Unvaccinated Emergency Personnel
    - i. In the event that a vessel(s) operating a simulated or restricted voyage requires emergency maintenance or assistance, and the person(s) qualified to provide such emergency maintenance or assistance have not been vaccinated for COVID-19 (the "Unvaccinated Emergency Personnel"), Norwegian Cruise Line Holdings may embark Unvaccinated Emergency Personnel.
    - ii. When embarking Unvaccinated Emergency Personnel, Norwegian Cruise Line Holdings shall consider the urgent circumstances of the emergency against the ability of Unvaccinated Emergency Personnel to be tested for SARS-CoV-2 in accordance with any CDC technical instructions in effect at the time CSL requires embarkation of such Emergency Personnel.
    - iii. COVID-19 unvaccinated personnel embarking the vessel shall be assigned specific protocols to minimize their interaction with crewmembers and protect the vessel population including, but not limited to SARS-CoV-2 testing, mandatory face covering, designated working and eating area, etc.

## III. Processes for Vaccination of Port Personnel Expected to Interact with Travelers

- a. Norwegian Cruise Line Holdings shall be available to meet with port management, local department of health and port authorities to discuss various topics including personal health safety, vaccination clinics, and/or general vaccination education for port personnel who are expected to interact with travelers, taking into consideration factors such as availability of vaccine product(s) and the number of port personnel already vaccinated.
- IV. Nothing herein should be construed to contravene any applicable laws.

# **EXHIBIT 4**

# **Terminals & Transportation**

Revision | 00 | 05.21.2021

IDMS/PRE/P002

**Tenet: Prevention** 

**Topic: Terminals & Transportation** 

#### 1.0 Scope

To establish guidelines in order to sanitize terminals, airport counters and transfer vehicles, and to manage the guest flow in all areas throughout embarkation day.

#### 2.0 References

- Healthy Sail Panel Recommendations
- CDC Technical Instructions for Mitigation of COVID-19 Among Cruise Ship Crew
- EU Healthy Gateways

#### 3.0 Authority and Responsibility

Detailed responsibility for correct implementation onboard is assigned to:

- General Manager / Assistant General Manager
- Embarkation Clearance Officer
- Public Health Officer
- Infectious Disease Prevention Officer

Detailed responsibility for correct implementation shoreside is assigned to:

- Vice President, Hotel Operations & New Build (NCL)
- Vice President, Hotel Operations (OCI/RSSC)
- Director, Port Guest Services
- Fleet Security Manager, Security Operations

Each head of department is responsible for their respective documentation, inspection findings and corrective action implementation.

Further responsibilities could be defined by the following sections.

#### 4.0 Procedure's Content

#### 4.1 General

Terminals are an extension of our vessels and the first line of prevention prior to our guests and crew embarking. We must take all the necessary precautions to protect terminal employees, workers, and our guests/crew from the moment they arrive to the time they leave the vessel.

#### **Terminal Guidance**

- The use of floor markers to ensure spacing, arrows to indicate directional flow, as well as
  prominent signage and audio announcements for travellers should be considered, in order to
  optimize layouts and restrict the number of indoor cruise terminal users.
- Dedicated lanes or separation of different user flows, in addition to dividing terminals into designated zones (e.g., arrival, screening, post-screening) through which travellers must pass through for arrival, screening/testing and document processing (before being cleared for boarding and embarkation) may be considered.
- Check-in, disembarkation, luggage handling, passenger queuing (inside and outside the terminal), and provision handling should be adjusted to reduce overcrowding and maintain physical distancing. Work and break schedules of crew and personnel who work in the terminal should be reviewed and adjusted to avoid overlap of crew.
- For the protection of cruise terminal personnel and ship crew, the use of protective glass or plastic
  panels may be considered at locations where physical distancing cannot be maintained or
  guaranteed. Furthermore, appropriate PPE should be provided.

All public areas of the terminals, airports and transfer vehicles must be sanitized before use and throughout the day.

There shall be an increased frequency of cleaning and sanitizing for all high traffic areas and common touch points including, but not limited to:

- Buses (whenever feasible)
- Luggage areas
- Check-in Counters
- Security checkpoints
- Escalators
- Elevators
- Wheelchairs
- Secondary Medical Screening Area

#### 4.2 Topics

#### **Airport Transfers**

- All company-designated airport staff must wear appropriate PPE at all times, as per IDMS/GEN/P001.
- At airports where the company has a dedicated counter in the baggage claim area, signage will be put in place to ensure guests adhere to physical distancing procedures, as per IDMS/GEN/P003.
- Company-designated airport staff will enforce physical distancing procedures in all airports, as guests retrieve luggage and wait to board buses.
- Company provided transportation will be used at a reduced capacity.
- Hand sanitizer will be made available to guests and staff at each airport.
- Staff should be equipped with cleaning equipment to ensure frequently touch areas are being sanitized.

 Buses will need to be sanitized after all guests are being dropped off at the port or hotel.

#### **Hotel Packages**

- All company-designated hotel staff must wear appropriate PPE at all times, as per IDMS/GEN/P001.
- Company-designated hotel staff will enforce physical distancing while guests wait to board buses and shall provide guests with any specific hotel protocols.
- Company provided transportation will be used at a reduced capacity.
  - o If private vehicles are used, the guests should be from the same party.
- Hand sanitizer will be made available to guests and staff at every hotel.

#### **Sanitation and Maintenance of Ground Transportation Equipment**

- All buses or company-provided transportation will be fully sanitized prior to boarding any guests, with focus on high touch point areas, as per *Ground Transportation* Sanitation Protocols.
- Sanitation will be repeated between each use of the buses throughout the day.
- Company provided transportation will be used at a reduced capacity.
- Drivers will wear appropriate PPE, as per IDMS/GEN/P001, and will enforce physical distancing with predetermined seats blocked on board to reduce the overall number of guests.
- All guests must wear a face covering while on company-provided transportation, and throughout the check-in process.
- Hand sanitizer and sanitary wipes will be made available on each bus.

#### **Controlling Traffic at the Terminal**

- Approved ground operator staff will be placed outside of the terminal to control the flow of arriving guests and enforce predetermined check-in times.
- Staff shall wear appropriate PPE, as per IDMS/GEN/P001, at all times.
- Designated guest drop-off areas will be indicated for all modes of transportation.
- Ground operator staff will be positioned outside and inside the terminal to control
  guest traffic and direct them to the correct locations throughout the check in process.

#### **Scheduled Arrival Times**

- Guests will be required to check in online before embarkation day. In doing so, they
  will provide their personal details and a photo, watch a safety video, and select a port
  arrival time, etc.
  - o This port arrival time will be enforced at the entrance of the terminal to ensure that the building does not go beyond its determined capacity.
  - Arrival times will be staggered and enforced as specified through online check-in and mobile app.
- Embarking guests will be given designated time slots as part of their check-in process and will be checked in with smaller groups.

- This will be communicated as part of the pre-arrival checklist and the importance of adhering to the time slots for the overall health and safety of everyone embarking the vessel will be reinforced.
- For guests arriving before their allocated check in window, -accommodations will be made if possible. They will be directed to a designated holding area in order to prevent crowds from forming.
- Guests who arrive after their allocated check-in their window will be held and directed to check-in during a lull period.
- Ground operator staff at check in will sanitize counter, keypads, and other touchpoints at the check-in counter
- If feasible, consider plexiglass with cutout for documents to separate check-in agent from guests.

#### Luggage Handling

- Guests will be asked to arrive with bags pre-tagged in order to limit close contact during labeling interactions.
- Individuals handling and distributing luggage on board must wear appropriate PPE at all times and maintain physical distancing from guests.
- Luggage retrieval for guests denied boarding must be expedited.

## **Education & Sanitizing Stations in the Terminal**

- Steps should be taken to ensure that everyone adheres to control measures and hand hygiene practices while in a terminal.
- Points of entry to the facility shall be limited and monitored.
- Signage shall be posted at the entrance and strategically throughout the terminal to provide instructions about wearing a face covering and hand hygiene.
- Supplies will be provided throughout the terminal for respiratory hygiene and cough
  etiquette, including alcohol-based hand sanitizer (ABHS) with 60-95% alcohol, tissues,
  and no-touch receptacles for disposal, at entrances, waiting areas, and check-ins.
- Hand sanitizer stations will be distributed throughout the terminal and on board to encourage positive hand hygiene practices throughout the voyage.

#### 5.0 Checklists/Forms

**Ground Transportation Sanitation Protocols** 

#### 6.0 Retention Period

N/A

PRINTED COPIES ARE NOT OFFICIAL DOCUMENTS, BUT ARE FOR REFERENCE ONLY

### IDMS/PRE/P002

**Terminals & Transportation** 

# Check-In

Revision | 00 | 05.21.2021

IDMS/PRE/P003

**Tenet: Prevention** 

**Topic: Check-In** 

#### 1.0 Scope

To establish a comprehensive check-in and boarding process that includes a medical screening prior to boarding to reduce the risks of infectious disease spread onboard.

#### 2.0 References

- Healthy Sail Panel Recommendations
- CDC Technical Instructions for Mitigation of COVID-19 Among Cruise Ship Crew
- EU Healthy Gateways

#### 3.0 Authority and Responsibility

Detailed responsibility for correct implementation onboard is assigned to:

- General Manager / Assistant General Manager
- Embarkation Clearance Officer
- Guest Services Manager /Chief Purser
- Systems Manager
- Security Officer
- Senior Doctor
- Public Health Officer
- Infectious Disease Prevention Officer

Detailed responsibility for correct implementation shoreside is assigned to:

- Vice President of Hotel Operations and New Build Delivery (NCL)
- Vice President, Hotel Operations (OCI/RSSC)
- Director, Port Guest Services
- Fleet Security Manager, Security Operations
- Chief Medical Officer

Each head of department is responsible for their respective documentation, inspection findings and corrective action implementation.

Further responsibilities could be defined by the following sections.

#### 4.0 Procedure's Content

#### 4.1 General

As outlined in IDMS/PRE/P002, guests will select port arrival times during online check-in before their cruise.

- This time will be enforced at the entrance of the terminal to control the number of guests inside.
- All guests will undergo medical screening at the terminal before checking in.
- After entering the terminal and completing the medical screening, guests will go through both the security and check-in processes.
- Check-in counters and equipment shall be sanitized as needed and when practicable.
- Guests will then be directed to a seating area which will be managed by staff to enforce physical distancing.
- Once the ship is ready for boarding, guests will be called to proceed to the gangway in a controlled and organized manner.

Face Coverings shall be worn in accordance with local regulatory compliance requirements throughout the entire embarkation process and in accordance with IDMS/GEN/P001 and the most updated CDC Mask Order.

All required documents, including medical attestations, passports and completed Public Health Questionnaires must be reviewed and approved prior to boarding.

#### 4.2 Topics

#### **Health Screening**

 Screening for symptoms will not identify asymptomatic or pre-symptomatic individuals with SARS-CoV-2 infection. Symptom screening is, however, an important safety measure to identify those who could have COVID-19 warranting appropriate precautions.

#### **Public Health Questionnaire (PHQ)**

- PHQ, available in SMS/PH/P021, shall be completed by all individuals going onboard the vessel.
- The PHQ will be completed by guests at pier with new mandatory fields, i.e., symptoms, pre-existing conditions, contact with symptomatic individuals, etc. in conjunction with CDC and WHO recommendations/requirements.
- The PHQ will be completed at the terminal as part of the eCruise Check-In process.
- The PHQ will also be completed by individuals who are joining or boarding the vessel, for essential day visitations including contractors, crew members, corporate personnel etc.
- If any individual is identified as having symptoms of COVID-19 and/or has been in contact with someone exhibiting symptoms, this individual will be denied boarding.

#### Temperature

- Temperature Screening will take place before the check-in process.
  - o Fever is either measured temperature ≥100.4°F / 38°C or subjective fever.

#### **Italy Specific**

Voyages that include Italian ports, Fever is the measured temperature of 99.5ºF / 37.5ºC and replaces the standard ≥100.4°F / 38ºC throughout all IMDS procedures.

#### **Secondary Screening**

- The terminal shall have a designated area for the Ship's Medical Staff to meet with the embarking individual who requires secondary screening.
  - A separate, well-ventilated space shall be identified that allows waiting patients to be separated by 6 or more feet, with easy access to respiratory hygiene supplies.
- If individuals are screened with a temperature above 100.4 F/ 38 C, they may be
  offered a secondary screening, based on their PHQ submission.
- After secondary screening is complete, the Ship's Medical Staff will make an official recommendation if the passenger will be permitted to board the vessel.
  - o The recommendation shall be recorded in the guests or crew medical file.
- Anyone presenting with symptoms of COVID-19, SARS-CoV-2 positive rapid antigen test or who has been advised to self-quarantine, shall not be allowed to board and will be referred to a local / private Healthcare Provider.
  - Verify if individual has been advised to self-quarantine because of exposure to someone with SARS-CoV-2 infection.
  - The above shall also apply to all companions travelling in the same stateroom.
  - o For Denial of Boarding policies, refer to IDMS/PRE/P005.

#### **EU Port Specific**

All passengers should undergo a RT-PCR or rapid diagnostic antigen test the day of embarkation. If rapid diagnostic antigen test will be conducted, the type of the rapid antigen diagnostic test should be listed in the document "Common list of COVID-19 rapid antigen tests, including those of which their test results are mutually recognised, and a common standardised set of data to be included in COVID-19 test result certificates",

https://ec.europa.eu/health/sites/health/files/preparedness response/docs/covid-19 rat common-list en.pdf (6)).

#### 5.0 Checklists/Forms

**NCL Public Health Questionnaire** 

**Crew Member Health Questionnaire** 

#### 6.0 Retention Period

N/A

Note: Nothing herein should be construed to contravene any applicable laws.

# Disembarkation

Revision | 00 | 05.21.2021

IDMS/MIT/P009

**Tenet: Mitigation** 

**Topic: Disembarkation** 

#### 1.0 Scope

To establish policies and procedures for disembarkation of guests during the return to service period.

#### 2.0 References

- Healthy Sail Panel Recommendations
- CDC Technical Instructions for Mitigation of COVID-19 Among Cruise Ship Crew
- EU Healthy Gateways

### 3.0 Authority and Responsibility

Detailed responsibility for correct implementation onboard is assigned to:

- General Manager
- Staff Captain
- Guest Services Manager / Destination Mgr
- Security Officer
- Public Health Officer
- Assistant General Manager
- Executive Housekeeper
- Food and Beverage Director
- Guest Service Assistant Manager
- Embarkation Clearance Officer

Detailed responsibility for correct implementation shoreside is assigned to:

- Vice President, Hotel Operations & New Build (NCL)
- Vice President, Hotel Operations (OCI/RSSC)

- Senior Director, Port Operations
- Director, Port Guest Services
- Director, Hotel Operations
- Fleet Security Manager, Security Operations

Each head of department is responsible for their respective documentation, inspection findings and corrective action implementation.

Further responsibilities could be defined by the following sections.

#### 4.0 Procedure's Content

#### 4.1 General

#### US - Face Covering specific

Guests must follow the most up to date CDC Mask Order as applicable.

#### EU - Face Covering specific



Face mask should be used by passengers at all times in all areas on board when exiting
/outside of their cabins (exceptions include during eating or drinking, in which case physical
distancing should still be practiced).

Disembarkation will be controlled onboard by the shipboard management to prevent guests from gathering in public areas. Guests will come to the gangway to disembark when they are called over the public announcement system. They will then go to the terminal to collect their luggage and then leave the port.

All personnel involved in disembarkation procedures will wear appropriate PPE a proper face mask at all times during the disembarkation process.

#### 4.2 Topics

#### **Staggered Departure**

- Disembarkation will be staggered to ensure that guests are able to physically distance while leaving the vessel and avoid congregating in public areas.
  - o This may be in color or numerical coding.
  - Use of various venues, as done for shore-excursions dispatch, may be utilized to avoid large gatherings and bottle necks at the gangways.
- Guests will be given their check out information and time slots prior to the end of the cruise so they can plan accordingly.
- Announcements will be made the day of debarkation to inform and cue the groups prior to their disembarkation.
- TVS (facial recognition) or other customs/immigration face to face inspection will need to adapt to local requirements, terminal flows, and physical distancing measures.

- Each terminal or port facility will need to be analyzed or adapted in order to maximize space, flow, screening and permit physical distancing.
- Progressive debarkation to be done during the entire disembarkation to ensure luggage is being placed apart with enough spacing in between all guests and staff.
  - At any time when luggage hall or customs/immigration becomes too full where physical distancing is not possible, debark will need to be stopped.
- The egress of guests with Covid-19 will be conducted via separate shoreside gangway (crew) in coordination and agreement with local authorities and US Customs and Border Protection (CBP). Any luggage awaiting pickup in the terminal will be retrieved and returned to the guest separately in accordance with CBP.

#### **Luggage & Transportation**

- Guest luggage will be collected the night before disembarkation and stored in designated staging areas.
- Depending on the situation and available space, luggage will need to be laid down in a progressive manner to allow for physical distancing between passenger collecting their luggage and processing through customs/immigration.

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- Close coordination of luggage/gangway locations with the onboard and shoreside teams will be needed to ensure guests exit the ship where their respective color is located.
- Luggage lay down should be performed to allow for more space of one color or number rather than closely packed together.
- Multiple luggage areas to be used (where applicable) to expedite the process and different routes to be considered during debarkation.
- Company-provided transportation shall operate at reduced passenger capacity and shall be sanitized between each run to the airport or designated drop off point, as per IDMS/GEN/P002.

#### 5.0 Checklists/Forms

Passenger Locator Form (To be electronically available – E-cruise)

#### 6.0 Retention Period

N/A

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#### IDMS/MIT/P009

Disembarkation

# **ANNEX A and B**



5975 CASTLE CREEK PKWY SUITE 100 INDIANAPOLIS, IN 46250 P 1-800-962-6831

VIA EMAILAND/OR HAND DELIVERY

May 13, 2021

US Department of Homeland Security United States Coast Guard 909 SE First Ave. Ste 918 Miami, FL 33134 Attn: Commander Seventh District

Re: Norwegian Cruise Line Holdings (NCLH) – COVID-19 – Request for Conditional Sail Order/ Crew and Passenger Medical Care

#### Dear Commander:

The undersigned is Senior Vice President of Optum's Medical Services Group. This letter formally confirms prior discussions that Optum is NCL's medical services partner in all 50 states (including all port cities) within the United States as well as Puerto Rico through our existing contractual relationship with NCL. Optum will work with NCL and coordinate all medical requests for NCL crew members through our existing contractual relationships. In the event of a COVID-19 outbreak, Optum will provide the same services for NCL passengers.

In that role, Optum will coordinate patient needs with appropriate emergency and non-emergent care; authorize care pursuant to NCLB protocol; coordinate private ambulance transportation for non-emergent and emergent/critical care (including those who are suspected or confirmed to have COVID-19), care and immigration related issues; and provide a network for medical treatment and diagnostic services for NCLH's crew (and passengers to the extent associated with a COVID-19 outbreak). Through Optum's existing contractual relationship, NCLH's passenger and crew have access to several level 1 trauma hospitals to allow access to sufficient redundancy in medical care should a COVID-19 outbreak occur on one or more vessels. In addition, Optum has adequate staff to assist in arranging and managing care should the need arise due to a COVID-19 outbreak on multiple vessels. These processes have been in place prior to and during the COVID 19 pandemic and have been successful in providing for crew and passenger noncritical and critical medical needs while minimizing potential exposure for the local communities in which these vessels were operating/docked.

Optum is aware of the existing strain on local medical resources throughout the United States and the restrictions on acceptance of MEDEVAC patients in light of COVID-19. We are working with our local partners to assist NCLH with the coordination of care in the area surrounding the port. We will also cooperate with the United States Coast Guard and other local, state and federal public health authorities throughout this process.

If there are any questions, please do not hesitate to contact the undersigned.

Sincerely,

Optum, Inc.

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Scott Gullett Senior Vice President – Medical Services Group DocuSign Envelope ID: 32EACF44-DA78-49B6-90D9-18C702079551

# AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT

This Amendment No. 1 to Master Services Agreement ("First Amendment") is effective as of May 18, 2021 (the "Amendment Effective Date") by and between NCL Corporation Ltd., a Bermuda corporation having its principal place of business at 7665 Corporate Center Drive Miami, Florida 33126, together with its parent and any of its affiliated companies (hereinafter "Norwegian"), and OptumInsight, Inc.., a Delaware corporation having its place of business at 11000 Optum Circle, Eden Prairie, Minnesota 55344 (hereinafter "Optum"). Any reference to "Party" refers to Norwegian and Optum. Any reference to "Parties" refers to Norwegian and Optum collectively.

WHEREAS, Equian, LLC and Norwegian's subsidiary, NCL (Bahamas) Ltd., d/b/a Norwegian Cruise Line, entered into a Master Services Agreement effective as of January 1, 2019 (the "Agreement");

WHEREAS, Optum subsequently acquired Equian, LLC;

WHEREAS, due to an internal restructuring of resources, Optum will replace Equian as the contracting party, and all references to Equian in the Agreement and any prior Amendments or addenda will be considered references to Optum;

WHEREAS, due to the change in services as set forth in this First Amendment, NCL Corporation Ltd. shall replace its subsidiary, NCL (Bahamas) Ltd., d/b/a Norwegian Cruise Line, as the contracting party;

WHEREAS, the Parties desire to revise the Agreement as further described herein, and;

WHEREAS, the Parties desire to incorporate herein the remaining terms and conditions of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth the Parties agree, as of the Amendment Effective Date, to amend the Agreement as follows:

- 1. <u>Existing Agreement</u>. Except as expressly amended by this First Amendment, all terms and conditions of the Agreement are hereby ratified, approved, confirmed and remain in full force and effect. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Agreement. In the event of any conflict or inconsistency between the terms of this First Amendment and the Agreement, this First Amendment shall control.
- 2. <u>Optional Passenger Services</u>. The following Section O entitled <u>Optional Passenger Services</u> shall be added to Exhibit D following Section N:

"Section O. Optional Passenger Services. Notwithstanding the definition of terms or the scope of the Services contained herein or in the Agreement, the Parties may agree to extend any or all of the Services to Norwegian's passengers on vessels of any of its three (3) brands, being Norwegian Cruise Line, Oceania Cruises S. de R.L. and Seven Seas Cruises S. de R.L., in the event of a pandemic or other public health event, including but not limited to a COVID-19 outbreak. In such case, the Parties may agree for Optum to (a) coordinate patient needs (passengers and crew) with appropriate emergency and non-emergent care; (b) authorize care pursuant to Norwegian's protocol; (c) coordinate private ambulance transportation for non-emergent and emergent/critical care (including those who are suspected or confirmed to have COVID-19 or other pertinent condition as circumstances warrant), care and immigration related issues; and (d) provide a network for medical treatment and diagnostic services for Norwegian's crew, and for passengers to the extent associated with a COVID-19 outbreak or similar public health event. Any Services provided to or on behalf of Norwegian's passengers under this Section O in Exhibit D shall not be subject to any service level agreements set out in Section G of this Exhibit or elsewhere in this Exhibit or the Agreement (Exhibit B)."

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- 3. <u>Contracting Party.</u> Optum hereby replaces Equian, LLC as the contracting party to the Agreement, and all references in the Agreement to Equian, LLC shall hereafter be changed to and considered as references to Optum. NCL Corporation Ltd., hereafter referred to as Norwegian, hereby replaces NCL (Bahamas) Ltd., d/b/a Norwegian Cruise Line as the contracting party to the Agreement, and all references in the Agreement to NCL (Bahamas) Ltd., d/b/a Norwegian Cruise Line shall hereafter be changed to and considered as references to NCL Corporation Ltd.
- 4. <u>Counterparts</u>. This First Amendment may be executed in multiple counterparts, and all counterpart signature pages may be assembled to form a single, fully executed document.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this First Amendment as of the Amendment Effective Date.

OptumInsight, Inc. DocuSigned by:		NCL Corporation Ltd.		
Ву:	Bryan Severin	By: AH LL		
Print Name:	Bryan Severin	Print Name:		
Title:	Sr. Director of Finance	Title:		
Date:	5/26/2021	Date:		
Agreement No.				

Port Hospital 1

Miami, FL Larkin Medical Center
Key West, FL Lower Keys Medical Center
Seattle, WA Swedish Medical Center
Juneau, AK Bartlett Regional Hospital

Ketchikan, AK Ketchikan Hospital

Skagway, AK NONE Hoonah, AK NONE

Seward, AK Providence Seward Medical Center

Boston, MA Mass General Hospital

Los Angeles , CA Providence Little Company of Mary Med Ctr- Providence

New Orleans, LA Tulane Med Center
New York, NY Mount Sinai Beth Israel

Hospital 2

Hospital 3

**Larkin Hospital- Palm Springs** 

**University of Miami Hospital** 

Virginia Mason Medical Center

Beth Israel Deaconess Med Ctr Cedar Sinai Med Ctr Touro Infirmary New York Presbyterian Hospital

**Lenox Hill Hospital** 

# **ANNEX C**



# HOLIDAY IHN PORT OF MIAM! DOWNTOWN

340 BISCAYNE BLVD. MIAMI, FL 33132 P: 305-371-4400

### CORPORATE TRANSIENT AGREEMENT

This Volume Transient Agreement (the "Agreement") is made and entered into by and between Aimbridge Hospitality, as Agent for 340 Biscayne Partners, LLC. DBA, Holiday Inn Port of Miami-Downtown (hereinafter referred to as "Hotel", "us", "we" or "our") and Norwegian Cruise Line Holdings Ltd. (herein after referred to as "NCL, Customer, Company, "you" or "your"). This Agreement will become binding on both parties only after it is signed by both parties.

#### **Norwegian Cruise Line Holdings Ltd**

Steve Moeller SVP, Commercial Development 7300 Corporate Center Driver Miami, Fl 33126

#### HOLIDAY INN PORT OF MIAMI DOWNTOWN

Valeska Diaz
Director of Sales & Marketing
340 Biscayne Blvd. Miami, FL 33132
786-866-3006 – M: 786-547-1105
valeska.diazz@interstatehotels.com

#### RATE CODE:

#### TRANSIENT RATES / TERM

The hotel will extend the following discounted rates for all crew members and passengers traveling on NCL CRUISES.

The term of this Agreement shall begin May 1, 2021 and shall continue until (and including) December 30, 2021 unless terminated earlier as provided herein.

ROOM TYPE	VALIDITY DATES	MON – WED	THURS - SUN	F&B Per Diem Per Person / Per Day	
Standard King/	May. 1, 2021 – Sep. 30, 2021	\$99.00	\$139.00	\$150 Inclusive of all applicable taxes and gratuity	
2 Double Beds	Oct. 1, 2021 – Dec. 30, 2021	\$119.00	\$159.00		

The above rates are net, non-commissionable and subject to any applicable city/state taxes (currently 13%).

#### **HOTEL AMENITIES**

Hotel shall provide the following amenities to NCL Cruise Line\_Guests::

- Complimentary wireless, high speed internet access in all guest rooms and common areas
- 100% Smoke Free Hotel
- Outdoor Pool
- Business Center
- 24 Hour Marketplacee
- On-site Fitness Center
- Marina's Bar & Grill on sitee
- Complimentary Local Calls and Toll-Free Calling

#### **RESERVATIONS - BOOKING PROCEDURE**

Rooming List to be provided to the hotel at least 7 days prior to arrival, or a Customized Booking Link is also available upon

The Company can also request reservations directly to the hotel's Sales Department by email: Direct: (786) 866-3006 - Email: Valeska.diaz@aimhosp.com and mlabb.reservations@aimhosp.com

#### BLACK OUT / CITYWIDE EVENT DATES:

All Premium Rates are subject to Change based on event cancellations due to Covid19/CDC Rules and Regulations.

EVENT	EVENT DATE(S)	PREMIUM RATE
Rolling Loud	Jul. 23 – 25 - 2021	\$189.00
Book Fair	Nov. 19, 20 - 2021	\$199.00
Art Basel	Dec. 3, 4, 5 - 2021	\$199.00
Christmas Weekend	Dec. 24, 25, 26 - 2021	\$249.00
New Years	12/30/21	\$299.00



# HOLIDAY INN PORT OF MIAMI DOWNTOWN

340 BISCAYNE BLVD. MIAMI, FL 33132 P: 305-371-4400

#### **BILLING**

All guest room charges, including tax and food and beverage per diems shall be direct billed to <u>NCL</u>. Crew member(s) and passengers are responsible for any incidental charges. Guest rooms will be placed on a "CASH" basis and all incidental charges will need to be paid at time of consumption.

#### CHECK-IN/CHECK-OUT TIMES

Check in time is 3:00 pm and Check out time is 11:00 am.

#### **PARKING**

Parking rates are currently \$27.00 per car, per night, plus tax.

#### **GROUPS**

Contact the Director of Sales and Marketing for group discounts and meeting space availability.

#### **CANCELLATION / NO SHOW POLICY**

Cancellations will be accepted at no charge if processed 48 hours prior to the arrival date. In the event that a reservation "no shows" or cancels with 48 hours of arrival, the appropriate one (1) night room and tax charges will be made against the form of payment used to guarantee the reservation and the remainder of the stay will be cancelled. The Hotel can provide proof of cancellations with a valid cancellation number issued by the Hotel's Reservation Department.

#### **ROOM AVAILABILITY**

Rooms will be made available on an availability basis unless a room guarantee block has been requested and mutually agreed upon.

#### **TERMINATION**

Either party may terminate this Agreement without cause by giving the other party no less than 30 days prior written notice of termination. Either party may terminate this Agreement immediately by giving written notice to the other party if:

- The other party becomes insolvent or is subject to external administration, enters into liquidation or enters into a scheme of arrangement with creditors or are otherwise unable to pay their debts as and when they fall due; or
- The other party breaches any material term of this Agreement and does not cure such breach within 15 days following receipt of notice from the non-defaulting party.

Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected.

CDC CONDITIONAL SAILING ORDER - Crew and Passenger Quarantine

Refer to Attachment A attached.

## **ACCEPTED & AGREED**

This Agreement and the terms and conditions constitute the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The parties agree that for purposes of this



# HOLIDAY INH PORT OF MIAMI DOWNTOWN

# 340 BISCAYNE BLVD. MIAMI, FL 33132 P: 305-371-4400

Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be

emails that bear an electronic "signature block" identifying t	by the party signing. For the avoidance of doubt, emails, including the sender, do not constitute signed writings for purposes of this authorized representatives of the above indicated Company and
This agreement must be signed and returned back to the ho	tel before May 5, 2021 in order to be accepted.
Aimbridge Hospitality, as Agent for 340 Biscayne Partners, LLC. DBA, Holiday Inn Port of Miami-Downtown	Norwegian Cruise Line Holdings Ltd.
Raul Pino   General Manager  Signature   Corl   Fini  Date   5/10/2/	Steve Moeller/SVP Commercial Development  Signature:
Valeska Diaz   Directo of Sales Signature:  Date:  5 10 21.	/ Date:05/09/2021



# HOLIDAY INN PORT OF MIAMI DOWNTOWN

340 BISCAYNE BLVD. MIAMI, FL 33132 P: 305-371-4400

# Attachment A

Pursuant to the CDC's Framework for Conditional Sailing Order, NCL Cruise Holdings Ltd must have a housing agreement with a shoreside facility for purposes of isolation and quarantine of NCL Cruise passengers and crew members with suspected or confirmed COVID-19 and close contacts until they meet the CDC criteria to discontinue isolation or for the CDC-recommended quarantine period. The Hotel hereby agrees to accept as Hotel guests those NCL Cruise' passengers and crew members with suspected or confirmed COVID-19 and close contacts for the applicable period. NCL will provide Hotel with its health and safety protocols which may be updated from time to time by NCLin accordance with guidance from CDC, port authorities or health authorities. The Hotel confirms that each of its standard rooms has an individual thermostat on the wall inside the room.