

Memorandum



Date: December 16, 2008

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Resolution Authorizing Execution of Cruise Terminal Agreement between Miami-Dade County and Norwegian Cruise Line

Agenda Item No. 14(A)(1)

RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing the execution of a Cruise Terminal Agreement ("Agreement") between Miami-Dade County ("County") and Norwegian Cruise Line ("NCL").

SCOPE

The Port of Miami is located within District 5 – Chairman Bruno A. Barreiro. The impact of this agenda item is countywide as the Port of Miami is a regional asset and generates employment for residents throughout Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

This Agreement provides NCL with preferential berthing rights and port incentives while providing the Port a total minimum guaranteed revenue stream of more than \$98 million throughout the ten (10) year initial term as per the attached "Exhibit A". NCL shall guarantee minimum annual revenues ranging from \$7.6 million to \$8.6 million during years one through five of the Agreement and minimum annual revenues ranging from \$10.8 million to \$12.2 million during years six through ten. Total NCL annual revenues to the County during Fiscal Years 2007 and 2008 were \$3 million and \$7.9 million respectively. This recent increase in Port revenues was due to NCL's two additional 7-day seasonal vessels and their commitment to restore year-round Miami service with the Norwegian Sky on a 3- and 4-day itinerary during Fiscal Year 2008.

In addition to the above minimum guaranteed revenue, this Agreement has an F3 Vessel Minimum Annual Guarantee clause as further described in the Background section of this memorandum. Should the F3 Vessel Minimum Annual Guarantee clause be invoked by NCL, then NCL's estimated Revenue will increase from \$98 million over the initial ten (10) year term to over \$106 million throughout the initial ten (10) year term as per the attached "Exhibit A". NCL may exercise this F3 option on or prior to February 1, 2009 upon written request to the Port Director.

Should the F3 option be exercised, the County commits to making further modifications to Terminals B and C per the attached "Exhibit C". These modifications are necessary to accommodate this larger-class vessel and are estimated to cost \$5.5 million. As a point of reference, the Port has spent or has committed to spend approximately \$10 million in other improvements to Terminals B and C which are also outlined in the attached "Exhibit C". These improvements will also benefit other cruise lines berthing at these terminal facilities.

TRACK RECORD/MONITOR

NCL began operations from the Port of Miami more than 41 years ago with the industry's first ship to offer weekly passenger departures from Miami to the Caribbean. During the last 5 years (2002-2007), 1.85 million NCL passengers have used the Port's facilities, generating over \$22.4 million in revenues to the Port. Currently no arrearages exist on NCL's account.

The Seaport Department staff members responsible for monitoring the Agreement are Juan Kuryla, Assistant Port Director, Maritime Services, Kevin Lynskey, Manager, Business Initiatives and Hydi Webb, Business Development Manager.

BACKGROUND

The Port of Miami and NCL have had a long business relationship. NCL began operations from the Port of Miami more than 41 years ago when the Sunward became the industry's first ship to offer weekly passenger departures from Miami to the Caribbean. NCL presently has the youngest fleet in the industry with 12 cruise ships and imminent plans to increase its fleet with the construction of a new third generation Freestyle ship(s) ("F3 ships"). At 150,000 Gross Registered Tons (GRTs) each, the F3 ship will be NCL's largest vessel with a double-occupancy capacity of 4,200 passengers.

NCL is owned 50% by Star Cruises and 50% by Apollo Management, LP ("Apollo"). Star Cruises is the leading cruise line in the Asia-Pacific region with headquarters in Hong Kong. Apollo is a U.S. private equity and capital markets investor founded in 1990. Apollo has become an active player in the cruise industry during the last 18 months with investments in Oceania Cruises (presently sailing seasonally from Miami) and Regent Seven Seas Cruises (presently sailing seasonally from Port Everglades).

During its entire tenure at the Port, NCL has never held a contractual relationship with the County. Rather, NCL has continuously operated as per the rates set forth in Port of Miami Terminal Tariff No. 010. In order to retain NCL's business and ensure that its presence continues to grow in Miami-Dade County, we are recommending the proposed Agreement with NCL which provides incentives based on guaranteed volume increases in return for long term passenger movements as well as guaranteed revenues. The term of the Agreement shall be for an initial ten (10) year period with one five (5) year renewal option. Should this option be exercised, NCL and the County shall negotiate mutually agreeable terms for the extension and such extension would be brought back to the Board for its consideration.

During the first five years of the Agreement, NCL will continue to pay the County full Tariff rates for dockage and wharfage as set forth in Terminal Tariff No. 010, but the County now will provide certain financial incentives to NCL as set forth in more detail below. During each year of the second five-year period of the Agreement, NCL will receive a one percent (1%) discount from dockage and wharfage. The County agrees not to impose any new Tariff fees on NCL which are not generally imposed on other cruise lines using the Port. Furthermore, the County commits not to increase dockage and wharfage charges by more than three percent (3%) per year and not more than one time per year. If there are changes to the current three percent (3%) limitations on increases to dockage and wharfage charges contained in the County's current agreements with both Carnival Corporation and Royal Caribbean Cruise Ltd., then under certain circumstances, the limitations on NCL's rates may go up to the same level as Carnival and RCCL.

It is important to note that the structure of this Agreement differs in some ways from the existing County agreements with Carnival Corporation and Royal Caribbean Cruises Ltd. Whereas the previous contract structure centered on providing the cruise lines discounts from Tariff wharfage and dockage rates, this new structure requires NCL to pay the County full Tariff rates for dockage and wharfage during the first five (5) years, but instead provides NCL with economic incentives involving parking revenues, as well as the provision by the County of warehouse space and water credits. During the second five-year period of the term, NCL will receive a one percent (1%) discount from Tariff rates. The long term contracts entered into with Carnival Corporation and Royal Caribbean Cruises Ltd., in the late 1990s were the first of their kind in the cruise industry and as such, they came under business and legal scrutiny. These types of contracts have not been challenged to date and now represent the standard in the industry. It is expected that this Agreement will be scrutinized in the same manner as the previous agreements, as the cruise industry is highly competitive and lines tend to mirror one another as it relates to their dealings with ports. It is our belief that the shift to an incentive-based contract will be much desired by other cruise lines and we anticipate using this structure in our future long term cruise agreements.

Under the proposed terms of the Agreement, NCL commits to no less than 6,100,000 passenger movements and revenues to the County of \$98 million in wharfage and dockage payments during the initial term. The guaranteed revenue also provides for the following:

- On a fiscal year basis, NCL shall generate a Minimum Annual Guarantee of combined dockage and wharfage payments no less than the figures set forth in Exhibit A. NCL shall guarantee minimum annual revenues ranging from \$7.6 million to \$8.6 million during years one through five (\$40.7 million aggregate during initial five-year pledge) and revenue of \$10.8 million to nearly \$12.2 million during years six through ten (\$57.4 million over second five-year pledge).
- NCL shall guarantee a minimum of 550,000 passenger movements per year during years one through five (2.75 million passenger aggregate movements over initial five-year pledge) and 670,000 passengers per year during years six through ten (3.35 million passenger movements over second five-year pledge).
- NCL must pay no less than the wharfage and dockage associated with its Minimum Annual Guarantee in any one year. If during any fiscal year the amount of wharfage and dockage incurred by NCL for that fiscal year fails to equal the Minimum Annual Guarantee, NCL shall pay the difference to the County within 90 days of the conclusion of that fiscal year. However, at the conclusion of each 5-year period, the Port will reimburse NCL within 90 days 100% for any shortfall payments made providing NCL has met its aggregate 5-year Minimum Annual Guarantee. The amount of the shortfall payment shall be calculated by multiplying the shortfall in Passenger Movements by the average wharfage and dockage charges per Passenger Movement paid by NCL during that year.
- NCL commits Miami as its exclusive homeport in the South Florida region (Palm Beach, Broward, Monroe, and Miami-Dade Counties). NCL shall not homeport any NCL vessels in another South Florida port throughout the term of this Agreement unless Miami is unable to provide NCL with a suitable terminal facility within the required timeframe.
- NCL port-of-call vessels shall count double against the minimum annual guarantee for dockage and wharfage. In no event shall dockage and wharfage derived from port-of-call vessels exceed 5% of the minimum annual guarantee in any fiscal year.
- Upon request and subsequent to the execution of an Affiliate Agreement with the County, Affiliates of NCL shall be entitled to the same terms and conditions of the proposed Agreement with respect to port incentives. Affiliate vessels may not account for more than 10% of the minimum annual guarantee in any one year. At this time, NCL affiliates include Oceania Cruises and Regent Seven Seas as they are owned by Apollo. The County currently has a Terminal Agreement with Oceania Cruises which will expire on September 30, 2010. An Affiliate Agreement will require additional Board approval should either Oceania Cruises or Regent Seven Seas opt to avail itself to the terms of this Agreement.
- The County is no longer committing to the development of a new Terminal A as the construction of NCL's F3 class vessel has not been confirmed. As such, NCL agrees to reimburse the County \$315,000 no later than September 30, 2009. This amount represents half of the costs incurred by the Port for work associated with the planning of terminal improvements and the construction of the new Terminal A to accommodate NCL's F3 vessels.

This agreement includes a force majeure provision that could affect NCL's commitments set forth above. The force majeure provision in this Agreement is consistent with those contained in other Port contracts. Nonetheless, the force majeure provision releases NCL from its commitments under this agreement should any force majeure events occur, which is defined as any event beyond the reasonable control of NCL or its agents, employees, contractors, subcontractors or guests. Likewise, the force majeure provision also affords the County similar relief from its obligations.

In exchange for the above pledges, NCL will be entitled to the following incentives:

- **Water Consumption:** In any year that NCL operates a vessel with a capacity of 2,000 passengers or more with sailings twice per week on weekdays for at least eight (8) months per fiscal year, NCL shall receive up to \$250,000 credits of free water.
- **Warehouse Space:** NCL shall be entitled to the exclusive use of warehouse space, other than areas used for common walkways, in Shed B free of charge for the purpose of provisioning vessels. The warehouse space in Shed B to which NCL shall have use is estimated to be 30,000 square feet.
- **Parking Revenues:** NCL will receive parking revenues from the County in proportion to its passenger embarkations to the Port's overall passenger embarkations. Port of Call passengers will not be included in the calculations. For example, if NCL embarkations are 25% of the Port's overall embarkations, then NCL will receive 25% of the Port's parking revenues. These revenues will be calculated and remitted within sixty (60) days of each fiscal quarter. However, parking revenues for the first quarter payment scheduled on December 31, 2008, shall include passenger figures from the deployment of the Norwegian Sky in Miami as of July 14, 2008. For Fiscal Year 2008-09, the Port has budgeted \$10,215,000 in parking revenues based on an overall 3,946,000 anticipated cruise passenger movements and an overnight parking rate of \$20.
- This Agreement contains language consistent with Seaport bond covenants which allow the Port to increase rates, or in the case of parking fees to retain revenues, to satisfy certain bond payment obligations. Should the Port implement this provision, NCL has the right to terminate this Agreement.
- The County commits that NCL passengers will have sufficient parking capacity at the Port during the term of this Agreement.
- **Facility Improvement Credits:** For every 100,000 passenger movements that NCL exceeds its minimum commitment in any given year, the County will provide a Facility Improvement Credit in the amount of \$200,000 to pay for improvements to Port infrastructure desired by NCL and agreed to by the Port.
- The County will grant NCL a wharfage and dockage discount of one percent (1%) during each year from years six through ten of the Agreement. Additionally, NCL shall receive an additional one-half percent (.5%) discount in wharfage and dockage for every 100,000 passenger movements by which actual passengers exceed the Minimum Annual Guarantee passenger movement pledge in any one year.

If Carnival Corporation or Royal Caribbean Cruises Ltd., sign a new Terminal Usage Agreement with the County that provides them with the same or greater economic incentives as those provided to NCL with regard to parking revenues, warehouse space and other items or services, then this Agreement provides that NCL's wharfage and dockage rates shall not be more than 15% above the wharfage and dockage rates paid by Royal Caribbean Cruise Ltd or Carnival Corporation.

As of the writing of this Agreement, NCL continues to be in negotiations for the construction and delivery of its new F3 class vessel which will be significantly larger than any ship in its existing fleet. Should NCL successfully conclude negotiations for the F3 vessel construction, NCL may opt to invoke an F3 Minimum Annual Guarantee on or prior to February 1, 2009 by written request to the Port Director. The Port Director may extend this deadline notification up to a period of four (4) months.

Under the F3 commitment, as described in "Exhibit A", NCL shall increase its Minimum Annual Guarantee of 6,100,000 passengers to no less than 6,600,000 passengers throughout the initial term of the Agreement (an increase of 500,000 passengers). This represents an increased revenue stream to the County from \$98,000,000 to more than \$106,000,000 in wharfage and dockage revenue throughout

the initial term of the Agreement. This F3 commitment also represents a minimum of 150 calls with an F3 vessel on or before September 30, 2014. If NCL fails to meet these 150 calls within the specified time period, NCL shall incur certain penalties. If NCL completes between 101-150 turnarounds with an F3 vessel, NCL will lose rights to water credits. If NCL completes less than 100 turnarounds with an F3 vessel, NCL will pay the County \$35,000 for every F3 turnaround fewer than 100 turnarounds. NCL shall pay this difference to the County within 30 days of September 30, 2014.

Should NCL invoke the F3 provision within this Agreement, the County further commits to making additional terminal modifications to appropriately berth the F3 vessel as outlined in "Exhibit C". These improvements, estimated to cost approximately \$5,500,000, include a new passenger gangway, passenger boarding bridge, fenders and bollards and may be used by other lines utilizing the terminals when NCL does not have a scheduled ship call. The County is solely responsible for any costs that exceed the initial estimate for these improvements. If these identified terminal modifications are not ready prior to the later of the scheduled deployment of the F3 vessel at the Port or June 1, 2010 then NCL may deploy the ship to another port. However, upon completion of the agreed terminal modifications, but no later than one year, NCL will reposition the F3 vessel to the Port of Miami. Should the deployment of the F3 vessel be delayed either by the Port Director extending the notification deadline or by the Port not making the identified terminal improvements, the September 30, 2014 deadline by which NCL commits to make 150 calls in Miami will be extended by the same time period as the delay.

NCL has been headquartered in Miami-Dade County for 42 years and currently employs 990 people in their Miami office. It is estimated that NCL has a total economic impact of \$280 million annually in Miami-Dade County. These sizable contributions to the cruise industry and local economic impact make NCL an extremely valuable business partner.

DELEGATED AUTHORITY

The Mayor or designee is authorized to execute the Agreement, and to exercise the cancellation and renewal provisions. The Port Director is authorized to extend the February 1, 2009 notification deadline for an F3 vessel by NCL and the related terminal improvement deadline included in section 3(d)(i) of the Agreement..



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 16, 2008

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
12-16-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A CRUISE TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORWEGIAN CRUISE LINE FOR CRUISE BERTHING AT THE PORT OF MIAMI; AUTHORIZING THE MAYOR OR DESIGNEE TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS; AUTHORIZING THE PORT DIRECTOR TO EXTEND THE NOTIFICATION DEADLINE RELATED TO F3 VESSELS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the execution of a Cruise Terminal Agreement between Miami-Dade County and Norwegian Cruise Line for cruise berthing at the Port of Miami, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the Mayor or designee to execute the Cruise Terminal Agreement after review and approval by the County Attorney's Office; and to exercise any cancellation and renewal provisions.

Section 3. Authorizes the Port Director to extend the February 1, 2009 notification deadline for an F3 vessel by NCL and the related terminal improvement deadline included in section 3(d)(i) of the Agreement.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this
16th day of December, 2008 This resolution shall become effective ten (10) days after
the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective
only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Jess M. McCarty

Exhibit A

Minimum Annual Guarantees

Year #	Fiscal Year	Minimum Annual Guarantees Passenger Movements	MAG Gross Revenue	F3 Minimum Annual Guarantees Passenger Movements	F3 Gross Revenue	Total Minimum Annual Guarantees Passenger Movements	Total Gross Revenue
1	10/08 to 9/09	550,000	\$7,679,973	0	\$0	550,000	\$7,679,973
2	10/09 to 9/10	551,000	\$7,910,373	0	\$0	550,000	\$7,910,373
3	10/10 to 9/11	550,000	\$8,147,684	100,000	\$1,481,397	650,000	\$9,629,081
4	10/11 to 9/12	550,000	\$8,392,115	100,000	\$1,525,839	650,000	\$9,917,954
5	10/12 to 9/13	550,000	\$8,643,878	50,000	\$785,807	600,000	\$9,429,685
	5yr Total	2,750,000	\$40,774,023	250,000	\$3,793,043	3,000,000	\$44,567,067
6	10/13 to 9/14	670,000	10,820,409	50,000	\$807,493	720,000	\$11,627,902
7	10/14 to 9/15	670,000	11,145,021	50,000	\$831,718	720,000	\$11,976,740
8	10/15 to 9/16	670,000	11,479,372	50,000	\$856,670	720,000	\$12,336,042
9	10/16 to 9/17	670,000	11,823,753	50,000	\$882,370	720,000	\$12,706,123
10	10/17 to 9/18	670,000	12,178,466	50,000	\$908,841	720,000	\$13,087,307
	5yr Total	3,350,000	\$7,447,022	250,000	4,287,091	3,600,000	61,734,113
	10 Yr Total	6,100,000	\$98,221,045	500,000	\$8,080,134	6,600,000	\$106,301,180

Notes: Revenues are based on fulfillment of Minimum Annual Guaranteed Passenger Movements
Total Minimum Annual Guarantee is the combination of the Minimum Annual Guarantee Plus the F3 Minimum Guarantee.

Exhibit B

NCL 2008 – 2009 Berth Schedule

Norwegian Dawn

Nov. 15, 22, 29
Dec. 06, 13, 20, 27
Jan. 03, 10, 17, 24, 31
Feb. 07, 14, 21, 28
Mar. 07, 14, 21, 28
Apr. 04, 11, 18, 25

Calls: 24

Norwegian Jewel

Nov. 09, 14, 23, 28
Dec. 07, 12, 21, 26
Jan. 04, 09, 18, 23
Feb. 01, 06, 15, 20
Mar. 01, 06, 15, 20, 29
Apr. 03, 12, 17

Calls: 24

Norwegian Pearl

Oct. 10, 12, 19, 26
Nov. 02, 09, 16, 23, 30
Dec. 07, 14, 21, 28
Jan. 04, 11, 18, 25
Feb. 01, 08, 15, 22
Mar. 01, 08, 15, 22, 29
Apr. 05, 12, 19

Calls: 29

Norwegian Sky*

Oct. 03, 06, 10, 13, 17, 20, 24, 27, 31
Nov. 03, 07, 10, 14, 17, 21, 24, 28
Dec. 01, 05, 08, 12, 15, 19, 22, 26, 29
Jan. 02, 05, 09, 12, 16, 19, 23, 26, 30
Feb. 02, 06, 09, 13, 16, 20, 23, 27
Mar. 02, 06, 09, 13, 16, 20, 23, 27, 30
Apr. 03, 06, 10, 13, 17, 20, 24, 27
May 18, 22, 25, 29
Jun. 01, 05, 08, 12, 15, 19, 22, 26, 29
Jul. 03, 06, 10, 13, 17, 20, 24, 27, 31
Aug. 03, 07, 10, 14, 17, 21, 24, 28, 31
Sep. 04, 07, 11, 14, 18, 21, 25, 28

Calls: 99

Total Calls: 176

* Dates provided with reference to the Norwegian Sky are estimated dates and are subject to the change.

Exhibit C

Cruise Terminals B & C Improvements

Glass Walls Partitions 2 nd Floor
Carpet Phase 2 – 2 nd Floor
Dry Wall Repairs & Paint Interior Phase 2 – 2 nd and 3 rd Floors
Paint Exterior and Stucco Repair
Sidewalk Repairs and Bollards
New Gangway at NE Corner of Terminal B with Loading Platform, PBB, Concrete Pads, Hurricane Tie-Downs and Electrical Connections
Remove T-2 Swing and ADA Ramp, Close-up door opening
Resurface and Re-stripe Existing pavement in front of Shed C
Landscaping
Paint 1 st Floor
Fenders (5)
Security Upgrades (Demo exist rooms & relocate X-ray and magnetometers)
One-Stop Shops (Two)
Backup Generator (100KW – computers, screening equipment, and lighting)
Wayfinding Signage
Canopy for Entrance
Canopy for Median
Canopy for Crew Entrance
Canopy across Intermodal
Replace Acrylic window panels (Selected rows)
F3 Upgrades*
Passenger Loading Bridge
Passenger Gangway
Bollards
Fenders

*The County will make the F3 Upgrades pending notification in writing by NCL to the Port Director of its election to deploy an F3 vessel to Miami as per section 3(d) of this Agreement.

**CRUISE TERMINAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY AND NCL (BAHAMAS) LTD.**

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between NCL (Bahamas) Ltd., d/b/a Norwegian Cruise Line (hereinafter "NCL"), a Bermuda company, as agent for certain shipowners, and Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter "the County"). NCL and the County are hereinafter collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, the County owns certain lands located in Miami-Dade County, Florida, on which the Dante B. Fascell Port of Miami-Dade (hereinafter "the Port") is located; and

WHEREAS, the County operates the Port through the Miami-Dade County Seaport Department which is a department of the County; and

WHEREAS, NCL is in the cruise trade business and has entered into management and agency agreements with owners of certain Bahamas-flagged passenger cruise vessels and pursuant to such agreements acts as agent for such ship owners and manages and operates such vessels; and

WHEREAS, NCL has a significant economic impact on the County's economy; and

WHEREAS, NCL projects increases in cruise line activity at the Port and these increases will positively impact the County's economy; and

WHEREAS, NCL vessels intend to call on the Port with such frequency that NCL has applied to the County to enter into a cruise terminal agreement; and

WHEREAS, in consideration of NCL's commitment to home port vessels at the Port as set forth in detail below, and other good and valuable consideration, the County finds it to be in its best interest to enter into a cruise terminal agreement with NCL on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, term and conditions, and agreements hereinafter contained, the sufficiency of which are hereby acknowledged, the Parties hereto do and hereby mutually agree and bind themselves as follows:

1. RULES OF CONTRACT INTERPRETATION

For all purposes of this Agreement, unless otherwise expressly provided:

- (a) A defined term has the meaning assigned to it;
- (b) An accounting term not otherwise defined has the meaning ordinarily given to it by accountants in accordance with generally accepted accounting principles;
- (c) Words in the singular include the plural, and words in the plural include the singular;
- (d) A pronoun in one gender includes and applies to other genders as well;
- (e) The Parties hereto agree that this Agreement shall not be more strictly construed against either the County or NCL;
- (f) All exhibits and appendices attached hereto shall be deemed incorporated herein.
- (g) All recitals set forth above shall be deemed incorporated herein.

2. DEFINITIONS

- (a) **"Affiliate"** An "affiliate" of, or a person "affiliated" with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
- (b) **"Agreement"** means this Cruise Terminal Agreement between the County and NCL.
- (c) **"Applicable Laws"** means those applicable federal, state and local laws, rules, regulations, codes, ordinances, resolutions, administrative orders, schedules, permits, decrees, tariffs, orders and Seaport Department policies and procedures which govern or relate to the respective Parties' obligations and performance under this Agreement, all as they may be amended from time to time.
- (d) **"Berth"** shall mean that portion of the Terminals utilized for the berthing of vessels.
- (e) **"Berth Schedule"** shall have the meaning set forth in Section 3(a)(i).
- (f) **"Carnival Corporation Agreement"** means the Cruise Terminal Agreement between Miami-Dade County and Carnival Corporation pursuant to Resolution No. 1196-98, as such may have been or may be amended from time to time.

- (g) **"County"** means Miami-Dade County, a political subdivision of the State of Florida, and all departments, agencies and instrumentalities thereof, including, without limitation, the Miami-Dade County Seaport Department.
- (h) **"DERM"** means the Miami-Dade County Department of Environmental Resources Management.
- (i) **"Dockage"** means the charge assessed for dockage under Terminal Tariff No. 010 per 24-hour period.
- (j) **"Effective Date"** shall have the meaning set forth in Section 4 hereof.
- (k) **"F3 Minimum Annual Guarantee"** means the minimum annual Passenger Movements and vessel calls that NCL commits to make at the Port as set forth in Section 3(d)(ii).
- (l) **"Facility Improvement Fee"** has the meaning set forth in Section 3(h).
- (m) **"Facility Improvement Credits"** has the meaning set forth in Section 3(i).
- (n) **"Fiscal Year"** means the County's fiscal year, which begins October 1 and ends September 30.
- (o) **"Force Majeure"** has the meaning set forth in Section 23.
- (p) **"Harbor Fees"** means the tariff assessed for use of the harbor under the Tariff.
- (q) **"Home Port"** means the Port from which a vessel embarks and disembarks passengers as the point of origination and conclusion.
- (r) **"Initial Term"** shall have the meanings set forth in Section 4 hereof.
- (s) **"Minimum Annual Guarantee"** means the minimum annual Passenger Movements that NCL commits to make to the County as set forth in Section 3(c) and Exhibit "A."
- (t) **"NCL"** means NCL (Bahamas) Ltd. d/b/a Norwegian Cruise Line, a Bermuda company.
- (u) **"NCL Vessel"** or **"NCL Vessels"** means a vessel or vessels owned or operated by NCL or its affiliates.

- (v) **"Parking Revenue"** means vehicle parking revenue collected by the Port from cruise passengers.
- (w) **"Passenger Movement"** shall refer to each embarkation and disembarkation occurring by an NCL passenger on an NCL vessel at the Dante B. Fascell Port of Miami-Dade County.
- (x) **"Preferential Berthing Rights"** means a first priority right and preference to NCL Vessels over any other ship requesting berthing rights as set forth in Section 3, but does not mean an exclusive berthing right.
- (y) **"Port"** means the Dante B. Fascell Port of Miami-Dade County.
- (z) **"Port Director"** means the Director of the Miami-Dade County Seaport Department.
- (aa) **"Port-of-Call"** means a call at the Port on a Tuesday, Wednesday or Thursday by a vessel that did not originate or terminate at the Port.
- (bb) **"Royal Caribbean Cruise Ltd. Agreement"** means the Terminal Usage Agreement between Miami-Dade County and Royal Caribbean Cruise Line entered pursuant to Resolution No. 572-98, as such may have been or may be amended from time to time.
- (cc) **"Shortfall Payment"** means a payment made by NCL in any one Fiscal Year in which NCL generates fewer Passenger Movements than committed to through its Minimum Annual Guarantee or Total Minimum Annual Guarantee, whichever is in effect.
- (dd) **"Tariff"** or **"Port Tariff"** means the Port of Miami-Dade Terminal Tariff No. 010, Rates, Rules, and Regulations for the Seaport Facilities of Miami-Dade County, Florida, in effect on the date of this Agreement, which includes tariffs for dockage, wharfage, harbor, water fee, and rental, among others. The parties acknowledge and agree that the County may unilaterally revise or amend the terms and rates contained in the Tariff from time to time and at the County's sole discretion.
- (ee) **"Terminals"** means any and all land, facilities, buildings, gangways and improvements at the Port, excluding associated parking garages, described in Section 3.
- (ff) **"Turnaround"** means each embarkation at the Port by an NCL vessel.
- (gg) **"Total Minimum Annual Guarantee"** refers to the NCL commitment to the County of both the Minimum Annual Guarantee and F3 Minimum Annual Guarantee combined in Exhibit "A."

- (hh) **"Unitary Fee"** means a single fee assessed for each passenger embarkation or debarkation that may be used in place of fees that are separately charged at the Port of Miami. A Unitary Fee may include Wharfage, Dockage, Harbor Fees, water charges, and various other fees and charges at the Port of Miami.
- (ii) **"Wharfage"** means the charge assessed for passenger wharfage under Terminal Tariff No. 010 per each embarkation and per each debarkation.

3. NCL AND PORT OF MIAMI PLEDGES

- (a) Terminal Use.
 - (i) The County hereby grants to NCL Preferential Berthing Rights to utilize certain Terminals (as defined below) during the time periods when an NCL vessel is docked at the Berth as set forth in the Berth Schedule (as defined below), as the same may be changed or updated by NCL pursuant to this Section 3, through the Initial Term of this Agreement. Attached hereto as Exhibit "B" is a schedule (the "Berth Schedule") of the date and NCL Vessels that NCL intends to berth at the Terminals during Fiscal Year 2008-09. NCL shall notify the County, in writing, of any changes to the Berth Schedule not less than twelve (12) months prior to the earliest date affected by the change to the Berth Schedule. In addition, NCL shall update the Berth Schedule on at least an annual basis. The Parties acknowledge that it is in the best interests of the cruise lines and the Port to work together cooperatively concerning scheduling to maximize the use of the Port's cruise terminals.
 - (ii) The County covenants and agrees that NCL shall have Preferential Berthing Rights to utilize the Terminals for the berthing of NCL Vessels for embarkation and disembarkation of passengers and for NCL Vessel related events such as inaugural sailings, travel agent and sales employee receptions related to "cruises to nowhere" and other promotional events associated with the marketing of a NCL Vessel or the Port so long as such events are reflected in the Berth Schedule, as changed or updated from time to time pursuant to Section 3(a)(i). "Terminals" shall mean Terminals B and C and NCL shall receive Preferential Berthing Rights for the use of such Terminals. If NCL has multiple vessels on any particular day all of which Terminals B & C cannot accommodate, then the NCL vessels shall have the right to use a terminal at which either Royal

Caribbean Cruise Ltd. or Carnival Corporation have preferential berthing rights, provided that such use will not interfere with the preferential berthing rights of either Royal Caribbean Cruise Ltd. or Carnival Corporation under the Royal Caribbean Cruise Ltd. Agreement or the Carnival Corporation Agreement, respectively

- (iii) The County shall have the right to allow other vessels to use any Berth and the Terminals at any time during which NCL has not been granted a Preferential Berthing Rights pursuant to the Berth Schedule or pursuant to this Section 3 subject to the requirements of this Section 3(a), the assignment of particular terminals to cruise lines shall be at the sole discretion of the Port Director.

(b) Port Fees.

- (i) As an incentive to NCL to berth NCL Vessels at the Port, the County shall not impose any increase to Wharfage and Dockage rates for Fiscal Year 2008-09 above those provided for in the Tariff in effect during Fiscal Year 2007-08, except as provided under the provisions of this Section 3(b), for any NCL Vessels using the Terminals on and after such Effective Date.
- (ii) The County may increase the Wharfage and Dockage NCL is charged pursuant to Section 3(b) in an amount equal to any percentage increase of the Wharfage and Dockage otherwise charged to cruise lines and Port users in general; provided, however, no such increase shall be in excess of three percent (3%) per annum of the then existing rate chargeable to NCL; and provided, further, rates shall not be increased more than one time in each twelve month period.
- (iii) Other than the increases in Tariff fees set forth in subsection (ii), the County shall not impose any new Tariff fees on NCL for the use of the Terminals by NCL Vessels which are not otherwise imposed generally on other cruise lines that use the Port, mutually agreed to Terminal Improvement Surcharges being excepted.
- (iv) Notwithstanding (ii) above, if the County enters into new agreements with both Royal Caribbean Cruise Ltd. and Carnival Corporation and (1) such agreements contain increases to the limitations on increases to Wharfage and Dockage rates that are currently contained in such agreements, and (2) the business terms of such agreements are proportionately similar to this NCL Agreement; then the limitation on increases to Wharfage and Dockage rates in this Agreement shall increase to the same

limitation that is contained in the Royal Caribbean Cruise Ltd. and Carnival Corporation agreements (or the higher of the two if the agreements contain different limitation on increases to Wharfage and Dockage rates). For example: if the County increases the limitations on increases to the Dockage and Wharfage in both the Royal Caribbean Cruise Ltd. and Carnival Corporation agreements to four percent (4%), then the limitations on increases to the Dockage and Wharfage in this NCL Agreement shall increase by four percent (4%).

(c) NCL Minimum Annual Guarantee.

- (i) Commencing with October 1, 2008 and over the Initial Term, NCL shall generate a total of no less than six million one-hundred thousand (6,100,00) Passenger Movements to the Port, with Wharfage and Dockage payments estimated to be at ninety-eight million dollars (\$98,000,000).
- (ii) Commencing with October 1, 2008 and in each Fiscal Year over the remaining Initial Term, NCL shall generate a Minimum Annual Guarantee in Passenger Movements of no less than the amount set forth in Exhibit "A" that corresponds to the applicable Fiscal Year. If NCL schedules a Port-of-Call, the Passenger Movements derived solely by such call shall count double against the Minimum Annual Guarantee, but in no event shall Passenger Movements derived from such Port of Call exceed five percent (5%) of the Minimum Annual Guarantee in any Fiscal Year. Should the Port offer and NCL accept a Unitary Fee, only the portion of the Unitary Fee associated with Wharfage and Dockage shall be used to calculate a Shortfall Payment.
- (iii) In the event NCL makes a Shortfall Payment in either of the two, five-year periods while equaling or exceeding its Passenger Movement commitment in aggregate for the five-year period, the Port shall reimburse NCL one-hundred percent (100%) of its Shortfall Payment(s). NCL shall make any required Shortfall Payment within ninety (90) days of the close of the Fiscal Year in which the Passenger Movement shortfall occurred, and the Port will be required to make any reimbursement within ninety (90) days of the end of the five-year commitment periods. As an example, if NCL falls short of its commitment as indicated in Exhibit "A" by fifty-thousand (50,000) Passenger Movements under its five-hundred and fifty-thousand (550,000) commitment, yet it equals or exceeds in number of actual Passenger Movements in its five-year commitment by providing two million seven-hundred and fifty thousand (2,750,000) or more Passenger

Movements, NCL shall pay the Port for fifty-thousand (50,000) shortfall within ninety (90) days of the end of the Fiscal Year that the shortfall occurred. In this instance, the Port shall reimburse NCL its Shortfall Payment within ninety (90) days of the close of the final Fiscal Year of the five-year commitment period in which the Shortfall Payment was made. The amount of the Shortfall Payment shall be calculated by multiplying the shortfall in Passenger Movements by the average Wharfage & Dockage charges per Passenger Movement, paid by NCL for that year, less any applicable discounts. Shortfall Payments may be triggered by a Passenger Movement shortfall against the Minimum Annual Guarantee or the Total Minimum Annual Guarantee, whichever commitment is in effect for the Fiscal Year in question.

(iv) NCL recognizes that the Port incurred certain costs estimated at six-hundred and thirty-thousand dollars (\$630,000) associated with planning for terminal improvements and the construction of a new terminal for a class of NCL vessel known as the F3 vessel. The F3 vessel is no longer guaranteed to come to the Port of Miami. In recognition of these expenses, NCL agrees to reimburse reasonably documented expenses to the County no later than September 30, 2009 three-hundred and fifteen-thousand dollars (\$315,000), which sum represents fifty percent of the estimate costs incurred by the Port.

(d) NCL F3 Minimum Annual Guarantee.

(i) Prior to February 1, 2009, NCL, at its sole option, may advise the Port Director in writing of its election to deploy an F3 vessel to the Port. The Port Director, at his sole option, may extend the February 1, 2009 notification deadline by up to four (4) months. The County agrees that if notified by NCL of its election to deploy an F3 vessel to the Port within the specified time frames, the County will make certain modifications to Terminals B & C to accommodate the F3 vessel. These modifications are identified in Exhibit "C" as being suitable fenders and bollards, and a passenger boarding bridge and gangway. The County will make these modifications, currently estimated to cost five million five-hundred thousand dollars (\$5,500,000), at its own expense. The County will be solely responsible for any costs which exceed the initial estimate for the fenders, bollards, passenger boarding bridge and gangway.

- (ii) In exchange for these identified terminal modifications, NCL shall guarantee an additional 500,000 Passenger Movements in total during the Initial Term of this Agreement, as detailed in Exhibit "A." NCL also commits to making a minimum of one-hundred and fifty (150) F3 Turnarounds at the Port prior to September 30, 2014. These NCL commitments are together referred to as the "F3 Minimum Annual Guarantee.")

If NCL is unable to meet the required one-hundred and fifty (150) F3 vessel Turnarounds prior to September 30, 2014, NCL shall incur certain penalties. In the event NCL completes between 101-150 F3 turnarounds, NCL will lose prospectively all rights to water credits as identified in Section 3(e)(i). If NCL completes fewer than one-hundred (100) F3 Turnarounds, NCL will pay the County thirty-five thousand dollars (\$35,000) for every F3 Turnaround fewer than one-hundred (100). For example, if NCL completes ten (10) F3 Turnarounds prior to September 30, 2014, the amount due to the County would be three-million one-hundred and fifty dollars (\$3,150,000), which is the sum of ninety (90) multiplied by thirty-five thousand dollars (\$35,000,00). NCL shall pay the County within 30 days of September 30, 2014.

- (iii) If the identified terminal improvements are not ready prior to the later of the scheduled deployment of the F3 vessel at the Port or June 1, 2010, NCL may make arrangements to deploy the F3 vessel to another port. Upon completion of agreed terminal improvements, and as soon as reasonably practicable for NCL, but in no case later than one year from the completion of the identified terminal improvements, NCL will reposition the F3 vessel to the Port. Should the Port Director extend the notification deadline, the June 1, 2010 deadline for terminal improvements will be extended by the same period of the notification extension, which in no case may exceed four (4) months.
- (iv) Should the deployment of the F3 vessel be delayed either by the Port Director extending the notification deadline or by the Port not making the identified terminal improvements as required in this Section, the September 30, 2014 deadline by which NCL was required to make one-hundred and fifty (150) Turnarounds shall be extended by the period of the delay.

- (e) NCL Incentives

- (i) If beginning in Fiscal Year 2009-10, NCL operates a vessel with a capacity at or above two-thousand (2,000) passengers docking twice per week on weekdays for eight (8) or more months per Fiscal Year, NCL shall be entitled to up to two-hundred and fifty thousand dollars (\$250,000) in water credits in each Fiscal Year it deploys a vessel meeting these criteria. Should NCL pledge in writing to the Port Director prior to December 31, 2008 to keep the NCL Sky (a vessel meeting the requirements of this paragraph) operating continuously at the Port through September 30, 2009, NCL will qualify for two-hundred and fifty thousand dollars (\$250,000) in water credits for Fiscal Year 2008-09. Water credits will be provided by the Port to NCL, at the beginning of any Fiscal Year in which the NCL's Berth Schedule includes a vessel meeting the criteria contained in this Section. If NCL fails to provide a vessel meeting the criteria of this Section, NCL hereby commits to repay the County one-hundred percent (100%) of all water credits granted within thirty (30) days of the end of the Fiscal Year.
- (ii) NCL shall be entitled to the exclusive use of warehouse space, other than areas used for common walkways, in Shed B free of charge for the purpose of provisioning vessels. The warehouse space in Shed B to which NCL shall have use is estimated to be 30,000 square feet.
- (iii) NCL shall be entitled to certain Parking Revenues at the Port. NCL's Parking Revenue share shall be determined based on the proportion of NCL embarkations to total embarkations at the Port. Embarkations associated with port-of-call vessels will not be included in the calculation relating to Parking Revenues. As an example, if NCL embarkations are fifteen percent (15%) of total embarkations then NCL will receive fifteen percent (15%) of Parking Revenues. The Port shall remit Parking Revenues to NCL within sixty (60) days of the close of each fiscal quarter, the first fiscal quarter close being December 31, 2008. Parking Revenues remitted for the first fiscal quarter will be calculated from October 1, 2008 forward, except in the case of the Norwegian Sky the Parking Revenues for which shall be calculated from the time of its deployment at the Port in July 2008. For Fiscal Year 2008-09, the Port has budgeted ten million two-hundred and fifteen thousand dollars (\$10,215,000) in Parking Revenue based on three million nine-hundred and forty-six thousand (3,946,000) anticipated cruise passenger movements and an overnight parking rate of \$20. Remitting a portion of the Parking Revenues, which constitute Revenues pledged to the repayment of outstanding Port revenue bonds and Sunshine State loans (collectively, "Port Obligations"), to NCL is legally permitted but only after the Port satisfies its

monthly and/or annual payment obligations on all Port Obligations.

- (iv) The County commits that NCL passengers will have sufficient parking capacity at the Port during the term of this Agreement.
- (v) NCL shall be entitled to a Wharfage and Dockage discount of one percent (1%) during each year of the second five-year period of the Initial Term. NCL shall receive an additional one-half of one percent (1/2%) discount for every one-hundred thousand (100,000) Passenger Movements by which actual passengers exceed the Minimum Annual Guarantee commitment or Total Minimum Annual Guarantee commitment, whichever is in effect for the Fiscal Year. The discount level shall be established prior to the start of each Fiscal Year based on a good faith estimate with regards to passenger counts. As example, if NCL delivers nine-hundred thousand (900,000) Passenger Movements during the second five-year period in a year it has committed six-hundred and seventy thousand (670,000) Passenger Movements, NCL will qualify for a 2% Wharfage and Dockage discount. A one percent (1%) discount will be granted during each year of the second five-year period, while another one percent (1%) is granted for generating two, one-hundred thousand (100,000) incremental Passenger Movements above the minimum commitment. Any shortfall or overage in terms of a passenger discount will be reconciled through an adjustment in the succeeding year.
- (vi) If Royal Caribbean Cruise Ltd. or Carnival Corporation sign a terminal use agreement with the Port that provides them with the same or greater economic incentives as those provided to NCL with regard to Parking Revenues, warehouse space and other items and services of value, then at no time shall NCL's Wharfage and Dockage rates be more than 15% above the Wharfage and Dockage rates paid by Royal Caribbean Cruise Ltd. or Carnival Corporation. In the event that the County grants such a discount to Royal Caribbean Cruise Ltd. or Carnival Corporation, NCL will receive an additional discount that brings the NCL Wharfage and Dockage rates to within 15% of the Royal Caribbean Cruise Ltd. or Carnival Corporation discount rate.
- (vii) The terms of this Section 3 to the contrary notwithstanding, the Port shall in no event charge port fees to NCL at rates higher than the lowest rates charged by the Port to other cruise lines that have signed a terminal use agreement substantially similar in economic terms to the Agreement executed by NCL. If any factors entering into the determination of a "comparable basis" exist to allow lower

port fees to be charged under the provisions hereof to other cruise lines that have committed fewer Passenger Movements, the County shall certify in writing such factors to NCL upon request. The foregoing sentence shall not apply in the case of incentives granted by the County to any cruise line that guarantees more Passenger Movements or associated revenues than NCL over a similar time period. The foregoing requirement shall not extend to special inducement rates charged by the County to cruise lines for a period of less than six (6) months duration in the aggregate nor to any other cruise line or Port user using the infrastructure at off-peak times (defined as use during Tuesday, Wednesday or Thursday).

- (f) Treatment of NCL Affiliates. If at any time during the Term, an Affiliate of NCL requests that the County provide a Berth for use by a vessel owned, operated or managed by such Affiliate on the same terms and conditions applicable to NCL pursuant to this Agreement, then County shall provide the Berth to such Affiliate on condition that County and such Affiliate execute and deliver to each other an Affiliate Agreement in which the parties agree to be bound by the substantive terms and conditions of this Agreement. It is agreed by the County that in the event an Affiliate utilizes a Berth pursuant to the terms of this provision that the Port Fees charged and Parking Revenue Share to such Affiliate shall be the same as those charged to NCL and that the Passenger Movements of the Affiliate shall be included in calculation of the NCL annual guarantees as if the Affiliate vessel were an NCL vessel. However, Affiliate vessels may not account for more than ten percent (10%) of the Minimum Annual Guarantee in any one year. As of the Effective Date, Oceania Cruises, Inc. and Regent Cruise Lines would qualify for an Affiliate Agreement.
- (g) Improvement to Terminals B and C. The Port commits to making certain improvements to Terminals B and C for the benefit of NCL. These improvements are detailed in Attachment "C" and the Parties agree that the County's financial contribution of such improvements shall not exceed ten million dollars (\$10,000,000). The Port and NCL shall work together to prioritize the improvements detailed in Attachment "C." The completion date for such projects is anticipated to be in fall 2009.
- (h) Facility Improvement Fee. Subject to mutual agreement of the Parties, the Port may assess a surcharge per NCL passenger embarkation and disembarkation, which shall be labeled a Facility Improvement Fee on the applicable invoicing, to pay for improvements to the Terminals desired by NCL and agreed to by the Port.
- (i) Facility Improvement Credits. For every 100,000 passenger movements that NCL exceeds its Minimum Annual Guarantee or Total Minimum

Annual Guarantee commitment, whichever is in effect, in any one year, the Port will provide a notional Facility Improvement Credit in the amount of \$200,000 to pay for improvements to Port infrastructure desired by NCL and agreed to by the Port.

- (j) Home Port Commitment. NCL agrees that the Port shall be the exclusive Home Port in South Florida (i.e. Palm Beach, Broward, Monroe and Miami-Dade Counties) for all NCL Vessels, inclusive of the F3, and NCL shall not Home Port any NCL Vessels in another South Florida port from such time until the end of the Initial Term; provided, however, NCL shall have the right to seek a waiver of the requirement of this subsection (i) which will be granted upon written request to the Port Director in the instance that County at the time of NCL's request is unable to provide NCL with a suitable terminal for an NCL vessel in the required timeframe. In the instance County can not comply with these terms, NCL, at its sole option may commit the NCL vessel to another port until such time as the Port of Miami can accommodate the NCL vessel in question. NCL will not be considered to be in breach of this Agreement should deploy a vessel away from Miami under the terms of this Section.

4. INITIAL TERM AND EFFECTIVE DATE

The effective date of this Agreement ("Effective Date") shall be the effective date of the resolution of the Board of County Commissioners that approves this Agreement. Subject to the terms and conditions contained herein, the Initial Term of this Agreement shall be from the Effective Date until September 30, 2018. Notwithstanding the foregoing Effective Date, the Parties agree that all Minimum Annual Guarantees shall be based on County's fiscal year at the time of execution of this Agreement (i.e. October 1-September 30). NCL, at its sole discretion, shall have the option to request an extension of this agreement for up to one additional term of five (5) years upon NCL providing notice to the County within one (1) year prior to the termination of the then-existing term, but the terms shall be negotiated between NCL and the County. If NCL exercises such option, the County and NCL shall seek to negotiate mutually-agreeable terms of extension in which case they shall enter into an agreement which shall reflect such agreed terms. Absent the execution of such an amendment, neither party shall be obligated to continue under the terms of this agreement beyond its stated term.

5. PERMITTED USE OF TERMINAL

- (a) No Unlawful or Unauthorized Use. NCL shall not use the Terminals for any unlawful purpose, any use other than a cruise passenger terminal, or any use prohibited by Applicable Laws.
- (b) No Abandonment or Cessation of Service, Exceptions. During the Term, including any renewal term, NCL agrees not to abandon or cease service to the Terminals.

- (c) Port and Vessel Registration Requirements. Prior to operating any NCL Vessel from the Terminals, NCL must first register such vessel with the Port and deliver copies of all required vessel certifications, approvals, and operating permits to the Port.
- (d) Terminal Advertising and Promotions. The County shall have the right to advertise and/or promote in the interior and exterior of the Terminals in the County's sole discretion.

6. SECURITY, MAINTENANCE AND REPAIR OF THE TERMINALS

- (a) Terminal Maintenance & Security Responsibility.
 - (i) NCL shall have no responsibility or obligation to maintain the Terminals, except as provided in this Section 6(a). When using the Terminals, NCL shall at all times, at its own cost and expense, keep the Terminals in a clean, orderly, secure, and safe condition, normal wear and tear excepted, and be responsible for security of the apron, wharf and interior portions of the Terminals when using the Terminals.
 - (ii) The County shall:
 - a. Provide electricity, water and sewer service to the Terminals.
 - b. Maintain, repair and replace, as needed, the electrical, heating, ventilating, air-conditioning, elevators, escalators, mechanical, plumbing, safety systems, wiring systems, carpets, fixtures, furniture, lighting and structural components of the buildings and improvements comprising the Terminals and paint the exterior and interior of the Terminals, as necessary, and keep same in good working order and operating condition to accommodate NCL's then current fleet throughout the Term.
 - c. Except as provided in Section (6)(a)(i) above, provide all necessary janitorial services in accordance with the County's current practice.
 - d. Make repairs at its own cost and expense to all paved surfaces, all utilities and lighting at the Terminals and the surrounding areas.

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- (iii) NCL shall not make any changes or alterations to the Terminals without the prior written permission of the Port Director.
 - (b) NCL solely shall be responsible for complying with all federal, state and local security requirements related to NCL's operations at the Port. NCL agrees to indemnify and hold harmless the County for any security or security-related notice of violation or other fine or penalty of any kind or in form whatsoever form that is based on action or inaction by NCL or its affiliates, employees, contractors, subcontractors or passengers.
 - (c) County Rights to Enter Terminal Space. The County, its agents and representatives and federal, state and local law enforcement officers may at all times and without advanced notice, enter the Terminals to view, inspect, and/or show the Terminals, or for any other purpose.
 - (d) Yearly Inspections and Repairs. Within thirty (30) days of each anniversary of the Effective Date, NCL and the County agree to inspect the Terminals and prepare a report indicating the condition of said area and specifying any damages which shall be repaired by the County, under the terms hereof. The County shall see that the necessary repairs are, where reasonably practicable and subject to available funding, started within a reasonable time. Notwithstanding the foregoing, such time periods may be extended by the County in its sole discretion should the County elect to procure the needed repairs using a competitive selection process. In the instance that the County elects to proceed to use the competitive selection process in procuring a vendor to make repairs, the County hereby agrees that it will use commercially reasonable efforts to minimize delays caused by the County's competitive selection processes..
 - (e) Casualty.
 - (i) In the event that any of the Terminals or any portion thereof, is damaged or destroyed by fire or other casualty, or the Port is inaccessible to NCL Vessels or passengers (including without limitation, due to damage or destruction to the Port bridge or waterway), the County shall promptly notify NCL of such an event and repair or remedy the damage or situation to the condition that existed immediately prior to such casualty or provide reasonably suitable temporary alternative accommodations..
 - (ii) In the event of any such casualty that only affects the Terminals, the County shall make reasonable efforts to provide alternative berthing and terminal facilities at the Port to enable NCL to continue its operations until the affected Terminals are restored.
 - (iii) In the event of a casualty, the provisions of this Agreement

temporarily shall be suspended and the term of this Agreement shall be extended accordingly until reasonably suitable temporary accommodations are available, either in Terminal A or elsewhere on the Port.

7. SIGNAGE AT TERMINALS

- (a) The County requires the use of international symbols for all safety and visitor signs (such as elevators, check-in, and safety instructions) and the County agrees to maintain such international signage at the Terminals at all times, at its sole cost and expense.
- (b) NCL shall at all times be permitted to maintain temporary and removable signage inside of a particular Terminal for NCL and the NCL Vessels when NCL is using a particular Terminal provided same complies with the Miami-Dade County Sign Ordinance requirements or its successor as such may be amended from time to time, and all Applicable Laws, has been approved in advance by the Port Director, and is removed by NCL. NCL shall be solely responsible for all costs associated with the design, construction, installation and removal of such signage at the direction of the Seaport.
- (c) NCL acknowledges that the County has entered or may enter into agreements for commercial signs and advertising both within and outside Port terminals and elsewhere on the Port. NCL agrees that this Agreement shall not affect such commercial sign and advertising agreements.

8. CRUISE TERMINAL AGREEMENT NOT A LEASE

It is agreed that this Agreement is not a lease, and that no interest or estate in real property or the improvements located in or at the Terminals is created by this Agreement.

9. COMMITMENT ON INDEMNITY AND INSURANCE

- (a) Indemnification by NCL. NCL agrees to indemnify, protect and hold harmless the County, its agents and employees, from and against all suits, actions, claims, demands, damages, losses, penalties or fines, expenses, attorneys' fees, and costs of every kind or description to which the County, its agents or employees may be subjected which are caused by or arise out of, in whole or in part, the reckless or negligent acts or omissions or intentional misconduct of NCL or its agents, employees, officers or contractors which arise from, grow out of, or are connected with either the occupation and use of the Terminals by NCL or its agents, employees, officers, contractors, subcontractors, invitees or guests under this Agreement or any breach of this Agreement by NCL; except to the extent that such damage, loss or liability is caused by the negligence of, or

intentional misconduct of the County or its employees, officers, agents, contractors, subcontractors, invitees or guests. This indemnity obligation shall apply regardless of whether such suits, actions, claims, damages, losses, penalties, or expenses and costs be against or sustained by others to whom the County, its agents or employees may become liable. Upon request of the County, NCL shall undertake to defend, at its sole cost and expense, any and all suits brought against the County in connection with the matters specified in this Section, in the event such suit is solely caused by the negligence of, or breach of this Agreement by, the County or its agents, employees, officers, contractors or guests.

- (b) Indemnification by County. The County does not agree to indemnify NCL. However, should the County provide an indemnification for any cruise operator signing a new contract with the Port, exclusive of contract extensions for existing cruise agreements, the Port will extend the same indemnification to NCL for its operations at the Port.
- (c) No Actions to Invalidate Insurance Policies of County. NCL covenants that it will not permit to be done on or about or in the proximity of the Terminals, anything which shall invalidate the County's fire, casualty, liability or other insurance policies, if any, with respect to the Terminals or violate any terms thereof, or increase the premiums payable therefore.
- (d) Environmental. NCL shall comply with all federal, state and local environmental laws and regulations applicable to the use, storage and handling of hazardous substances, hazardous materials, industrial wastes, hazardous wastes and wastes generated on or by NCL Vessels, in, on, or near the Terminals. NCL shall indemnify and hold harmless the County, its officers, employees, agents, successors and assigns from, and assume liability for, any and all claims, liabilities, causes of action, obligations, damages, penalties, costs, charges, and expenses (including, but not limited to, reasonable attorneys' fees, environmental response and remediation costs and the costs and expenses of appellate action, if any) imposed on, incurred by or asserted against the County by any party including, without limitation, governmental entities, to the extent it arises with, in connection with or relates to any environmental condition or contamination or any violation of applicable Federal, state or local environmental law with respect to the Terminals, caused or created solely by NCL or its employees, officers, agents or guests.

- (e) Insurance Coverage Required. NCL shall procure and maintain throughout the Term, at its sole cost and expense, insurance coverage as required below. NCL shall furnish to Seaport Department, 1015 North America Way, Miami, Florida 33132-2081, Certificates of Insurance which indicate that the insurance coverage has been obtained which meet the requirements as outlined below:
- (i) Workers' Compensation Insurance. Said insurance shall cover all persons employed by NCL (other than crew members of the NCL vessels) in and about the Terminal Area including coverage required under the United States Longshore and Harborworkers Compensation Act (if applicable) and/or as required by Florida Statute 440 or any successor thereto.
 - (ii) Crew Insurance. Said insurance shall cover all persons employed as crew of the NCL vessels under a Protection and Indemnity Policy or a Marine Employers Liability Policy to provide coverage for liability under 46 USC Section 688, (The Jones Act) and under General Maritime Law.
 - (i) Public Liability Insurance. With respect to the use and activities of NCL and its employees, contractors, agents, customers and guests in and around the Terminal Area, Public Liability Insurance must be in place on a comprehensive basis in an amount not less than \$10,000,000 combined single limits for the death of, or personal injury to one or more persons and for property damage for each occurrence in connection with the use thereof, or the activities of NCL thereon. This coverage must also include but not be limited to embarkation and disembarkation of NCL Vessels. Miami-Dade County must be shown as an additional named insured with respect to this coverage.
 - (ii) Pollution Liability Coverage. NCL shall maintain at its sole cost and expense for vessels used in connection with this Agreement, operation pollution liability coverage sufficient to satisfy all applicable requirements of CERCLA and OPA-90.
 - (iii) Vessel Liability Insurance (Hull and Machinery). Covering all NCL vessels used in connection with this Agreement, whether owned or chartered, in an amount not less than \$10,000,000 per occurrence for hull and property damage.
 - (iv) Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles used in connection with NCL's operations in an

amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

- (f) Insurance Policy Requirements, Generally. Except for Protection and Indemnity Insurance and Hull and Machinery Insurance, all insurance policies required under subpart (e) above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division, or Companies holding a valid Florida Certificate,

or

as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance and which are members of the Florida Guaranty Fund.

Certificates will indicate that no material modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

- (g) Injury or Damage, Notification to County. In the event of any injury or damage to persons or property in or around the Terminals, NCL shall notify the County in writing as soon as reasonably possible after it becomes aware of such injury or damage and shall promptly thereafter furnish to the County copies of all related reports given to NCL's insurance carrier or carriers.

10. EXCLUSIVE VENUE AND CHOICE OF LAW

It is mutually understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Florida, and any applicable federal law, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereof shall be instituted only in the courts of the State of Florida or federal courts and venue for any such actions shall lie exclusively in a court of competent jurisdiction in Miami, Miami-Dade County, Florida. This provision shall not apply to matters in regard to which exclusive jurisdiction is conferred upon by law upon the Federal Maritime Commission.

11. NO ORAL CHANGE OR TERMINATION

This Agreement and the Exhibits and appendices appended hereto and incorporated herein by reference constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the parties with respect to the subject matter hereof, and no change, modification or discharge hereof in whole or in part shall be effective unless such change, modification or discharge is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Agreement cannot be changed or terminated orally.

12. COMPLIANCE WITH APPLICABLE LAWS

Throughout the Term of this Agreement, NCL shall comply with all Applicable Laws relating to this Agreement, NCL's use of the Terminals and NCL's use of the Port.

13. NUISANCE

NCL shall not commit any nuisance on the Port or in the Terminals or do or permit to be done anything that may result in the creation or commission of a nuisance on the Port or in the Terminals.

14. REPRESENTATIONS

Each party represents to the other that this Agreement has been duly authorized, delivered and executed by such party and constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms. The County represents that the execution, delivery and performance by County of this Agreement complies with all laws, rules, regulations and orders applicable to County; and that County has full authority to enter into and perform this Agreement in accordance with its terms.

15. NO EXCLUSIVE REMEDIES

No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

16. FAILURE TO EXERCISE RIGHTS NOT A WAIVER

The failure by either party to promptly exercise any right arising hereunder shall not constitute a waiver of such right unless otherwise expressly provided herein.

17. EVENTS OF DEFAULT

- (a) NCL shall be in default under this Agreement if any of the following events occur and continue beyond the applicable grace period:
 - (i) NCL fails to timely comply with any payment obligation arising hereunder which is not cured within thirty (30) days from NCL's receipt of written notice from the County of failure to meet such payment obligation.
 - (ii) NCL fails to perform or breaches any term, covenant, or condition of this Agreement which is not cured within sixty (60) days after receipt of written notice from the County specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within sixty (60) days, NCL shall not be in default if it commences to cure such breach within said sixty (60) day period and diligently prosecutes such cure to completion.
 - (iii) If NCL shall be adjudicated bankrupt, or if NCL shall make a general assignment for the benefit of creditors, or if in any proceedings based upon the insolvency of NCL are commenced and not dismissed within sixty (60) days of filing or a receiver is appointed for all the property of NCL which is not dismissed within sixty (60) days of such appointment.
- (b) The County shall be in default under this Agreement if the County fails to perform or breaches any term, covenant, or condition of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from NCL specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within sixty (60) days and such breach does not unreasonably interfere with the operations of NCL at the Port, the County shall not be in default if it commences to cure such breach within said sixty (60) day period and diligently prosecutes such cure to completion. The foregoing is without prejudice to NCL's rights pursuant to Section 6(e).

18 REMEDIES UPON DEFAULT

Subject to Section 3(c)(viii) of this Agreement, upon the occurrence of a default under this Agreement not cured within the applicable grace period, the non-defaulting party may pursue all remedies available at law or in equity, including, without limitation, specific performance of this Agreement.

19. PORT BOND OBLIGATIONS

Notwithstanding and prevailing over any other provision of this Agreement, the

County reserves the right to increase the rates contained in this Agreement herein at a percentage increase no greater than that applied to other multiple-day cruise line operators upon a reasonable determination by the County's independent Financial Advisor that Port revenues in the aggregate will not be sufficient to meet the rate covenant and/or additional bonds tests on all outstanding Seaport bonds obligations or any bond coverage requirements contained therein. The County shall give NCL thirty (30) days written notice of its intent to increase the rates pursuant to this provision of the Agreement, and shall make reasonable efforts, within the limitations of the applicable bond documents, to provide NCL more than thirty (30) days notice. NCL shall have the right to terminate this Agreement by written notice to the County within thirty (30) days of the date of such notice. If NCL does not terminate this Agreement within the thirty (30) day period, the increased rates shall become effective immediately and NCL shall have no other recourse with respect to such increase.

20. ATTORNEY FEES

In the event an action is commenced by a party resulting from a default under this Agreement, each party shall bear their own attorney fees and costs.

21. CONFLICT OF PROVISIONS

If there is any conflict between the provisions of this Agreement and the provisions of an addendum, schedule, exhibit, and/or purchase order attached to this Agreement, the provisions of this Agreement shall prevail.

22. FORCE MAJEURE; INABILITY TO PERFORM

County and NCL shall not be liable for any failure, delay or interruption in performing their individual obligations hereunder due to causes or conditions beyond the reasonable control of the County, NCL, and their agents, employees, contractors, subcontractors, and guests including, without limitation acts of God, an act of state or war, public emergency, strikes, boycotts, picketing, work stoppages or labor troubles of any other type (whether affecting County, NCL, its contractors or subcontractors), providing that the party claiming the existence of a force majeure event delivers written notice to the other party of such event within fifteen calendar days of the commencement of such event.

23. EARLY TERMINATION; SUSPENSION

If Miami-Dade County enacts any new law or change to existing law which imposes a new port fee that has a \$20 million or greater adverse effect on NCL and/or its parent, divisions, subsidiaries or affiliates ("Adverse Event") during the term of this Agreement and such adverse effect could be avoided or reduced, in whole or in part, by

the repositioning of NCL Vessels, NCL shall have the right to terminate this Agreement (an "Adverse Termination"). Written notice of an Adverse Termination shall be delivered by NCL to the County within fifteen (15) calendar days after NCL's actual knowledge of the occurrence of a Adverse Event. If the Applicable Law causing the Adverse Event is repealed within one year of its enactment, NCL shall, as soon as reasonably practicable after such repeal (given NCL's then current itineraries, port commitments and marketing plan and operations), reposition the NCL Vessels, at which time the terms of this Agreement shall be restored and in full force and effect for the remaining Term.

24. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

25. ASSIGNMENT

The term of this Agreement shall inure to the exclusive benefit of NCL and is binding upon NCL. NCL will not transfer, assign or pledge this Agreement or any rights hereunder without the prior written consent of the County. For the purposes of this Agreement, an assignment shall not be deemed to occur upon a transfer of stock or interest in NCL among its current shareholders.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

26. OBLIGATIONS SURVIVING TERMINATION HEREOF

Notwithstanding and prevailing over any contrary term or provision contained herein, including any early termination rights contained herein, in the event any party hereto exercises any lawful termination rights herein, the following obligations shall survive such termination and continue in full force and effect until the expiration of a one year term following the earlier of the effective date of such termination or the expiration of the Term: (i) any and all outstanding payment obligations hereunder of any party hereto arising prior to termination; (ii) any and all indemnity obligations hereunder of any party hereto; (iii) the exclusive venue and choice of law provisions contained herein, and (iv) any other term or provision herein which expressly indicates either that it survives the termination or expiration hereof or is or may be applicable or effective beyond the expiration or permitted early termination hereof.

27. LACK OF AGENCY RELATIONSHIP

Nothing contained herein shall be construed as establishing an agency relationship between the County and NCL and neither NCL nor its employees, agents, contractors, subsidiaries, divisions, affiliates or guests shall be deemed agents, instrumentalities, employees, or contractors of the County for any purpose hereunder, and the County, its contractors, agents, and employees shall not be deemed contractors, agents, or employees of NCL or its subsidiaries, divisions or affiliates.

28. NON SOLICITATION

The County agrees that it will not, and will direct its agents, representatives or employees not to, solicit any employee of NCL or any of its subsidiaries to become employed by the County or any of its affiliates, without the prior written consent of NCL.

29. NOTICES

All notices, demands and requests which may or are required to be given hereunder shall, except as otherwise expressly provided, be in writing, delivered by personal service, or shall be sent by telex, telecopy, telegram, United States Registered or Certified Mail, return receipt requested, postage prepaid, to the parties at the addresses and telecopy numbers listed below. Any notice given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken hereunder which fall on Saturday, Sunday, or United States legal holidays shall be deemed to be performed timely when taken on the succeeding day thereafter which shall not be a Saturday, Sunday or legal holiday.

FOR COUNTY:

Bill Johnson
Director, Seaport Department
Miami-Dade County
1015 North America Way
Miami, Florida 33132-2081
Telephone Number: 305-371-7678
Telecopy Number: 305-347-4852

with a copy to:

County Attorney
111 Northwest 1st Street
Suite 2810
Miami, Florida 33128
Telephone Number: 305-375-5151
Telecopy Number: 305-375-5634

FOR NCL:

Norwegian Cruise Line
7665 Corporate Center Drive

Miami, Florida 33126
Attention: Vice President, Port Operations
Telephone Number: 305-436-4941
Telecopy Number: 305-436-4159

with a copy to:

Norwegian Cruise Line
7665 Corporate Center Drive
Miami, Florida 33126
Attention: General Counsel
Telephone Number: 305-436-4690
Telecopy Number: 305-436-4117

30. ACKNOWLEDGMENT BY NCL

- (a) Exclusive Franchise Arrangements and County Contracts. NCL acknowledges that the County may be a party to exclusive arrangements for the provision of various goods and services, including but not limited to ATMs, pay telephones, phone cards and vending machines at the Port. Accordingly, NCL shall not install, cause to be installed or permit to be installed pay telephones, ATMs, vending machines or any other device or service for which the County has a contract or agreement in or around the Terminals by any person or entity other than the County, absent the consent of the County and the relevant party with whom the County has so contracted. The County has installed or may install at its expense pay telephones in the Terminals, and shall be entitled to all revenue derived therefrom.
- (b) Furniture. NCL acknowledges that the furniture and fixtures located in the Terminals, including the VIP lounges and terminal seating areas, are the property of the County. NCL shall not remove or otherwise alter such furniture and fixtures without the express written consent of the County.
- (c) Car Rental Concessions. NCL acknowledges that the County has or may have car rental concession agreements at the Terminals. This Agreement shall not affect such car rental concession agreements.
- (d) Retail Shops and Kiosks. NCL acknowledges that the County has or may enter into agreements for retail shops within the Terminals. This Agreement shall not affect any such agreements.
- (e) Notwithstanding and prevailing over any other provisions in this Agreement, NCL acknowledges that the County has the sole and exclusive right to any and all retail establishments, advertising signage or space, or any other revenue-generating activity, in, on or about the Terminals.

31. COUNTERPARTS

This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by all parties hereto, and all such counterparts shall together constitute one and the same agreement. For purposes of the preceding sentence, a legible facsimile of a properly executed and delivered counterpart shall be acceptable.

IN WITNESS WHEREOF, the parties have caused this document to be executed by its duly authorized officers.

Signed, sealed and delivered
in the presence of:

MIAMI-DADE COUNTY,
FLORIDA, a political subdivision
of the State of Florida

By: _____
George M. Burgess
County Manager

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy Clerk

Signed, sealed and delivered

NCL (BAHAMAS) LTD., a Bermuda
company

ATTEST:

By: KS _____
Kevin Sheehan
President & Chief Executive Officer

By: _____

Exhibit A

Minimum Annual Guarantees

Year #	Fiscal Year	Minimum Annual Guarantees	MAG	F3 Minimum Annual Guarantees	F3	Total Minimum Annual Guarantees	Total
		Passenger Movements	Gross Revenue	Passenger Movements	Gross Revenue	Passenger Movements	Gross Revenue
1	10/08 to 9/09	550,000	\$7,679,973	0	\$0	550,000	\$7,679,973
2	10/09 to 9/10	550,000	\$7,910,373	0	\$0	550,000	\$7,910,373
3	10/10 to 9/11	550,000	\$8,147,684	100,000	\$1,481,397	650,000	\$9,629,081
4	10/11 to 9/12	550,000	\$8,392,115	100,000	\$1,525,839	650,000	\$9,917,954
5	10/12 to 9/13	550,000	\$8,643,878	50,000	\$785,807	600,000	\$9,429,685
	5yr Total	2,750,000	\$40,774,023	250,000	\$3,793,043	3,000,000	\$44,567,067
6	10/13 to 9/14	670,000	10,820,409	50,000	\$807,493	720,000	\$11,627,902
7	10/14 to 9/15	670,000	11,145,021	50,000	\$831,718	720,000	\$11,976,740
8	10/15 to 9/16	670,000	11,479,372	50,000	\$856,670	720,000	\$12,336,042
9	10/16 to 9/17	670,000	11,823,753	50,000	\$882,370	720,000	\$12,706,123
10	10/17 to 9/18	670,000	12,178,466	50,000	\$908,841	720,000	\$13,087,307
	5yr Total	3,350,000	\$7,447,022	250,000	4,287,091	3,600,000	\$1,734,113
	10 Yr. Total	6,100,000	\$98,221,045	500,000	\$8,080,134	6,600,000	\$106,301,180

Notes: Revenues are based on fulfillment of Minimum Annual Guaranteed Passenger Movements
 Total Minimum Annual Guarantee is the combination of the Minimum Annual Guarantee Plus the F3 Minimum Guarantee.

Exhibit B

NCL 2008 – 2009 Berth Schedule

Norwegian Dawn

Nov. 15, 22, 29
Dec. 06, 13, 20, 27
Jan. 03, 10, 17, 24, 31
Feb. 07, 14, 21, 28
Mar. 07, 14, 21, 28
Apr. 04, 11, 18, 25

Calls: 24

Norwegian Jewel

Nov. 09, 14, 23, 28
Dec. 07, 12, 21, 26
Jan. 04, 09, 18, 23
Feb. 01, 06, 15, 20
Mar. 01, 06, 15, 20, 29
Apr. 03, 12, 17

Calls: 24

Norwegian Pearl

Oct. 10, 12, 19, 26
Nov. 02, 09, 16, 23, 30
Dec. 07, 14, 21, 28
Jan. 04, 11, 18, 25
Feb. 01, 08, 15, 22
Mar. 01, 08, 15, 22, 29
Apr. 05, 12, 19

Calls: 29

Norwegian Sky*

Oct. 03, 06, 10, 13, 17, 20, 24, 27, 31
Nov. 03, 07, 10, 14, 17, 21, 24, 28
Dec. 01, 05, 08, 12, 15, 19, 22, 26, 29
Jan. 02, 05, 09, 12, 16, 19, 23, 26, 30
Feb. 02, 06, 09, 13, 16, 20, 23, 27
Mar. 02, 06, 09, 13, 16, 20, 23, 27, 30
Apr. 03, 06, 10, 13, 17, 20, 24, 27
May 18, 22, 25, 29
Jun. 01, 05, 08, 12, 15, 19, 22, 26, 29
Jul. 03, 06, 10, 13, 17, 20, 24, 27, 31
Aug. 03, 07, 10, 14, 17, 21, 24, 28, 31
Sep. 04, 07, 11, 14, 18, 21, 25, 28

Calls: 99

Total Calls: 176

* Dates provided with reference to the Norwegian Sky are estimated dates and are subject to the change.

Exhibit C

Cruise Terminals B & C Improvements

Glass Walls Partitions 2 nd Floor
Carpet Phase 2 – 2 nd Floor
Dry Wall Repairs & Paint Interior Phase 2 – 2 nd and 3 rd Floors
Paint Exterior and Stucco Repair
Sidewalk Repairs and Bollards
New Gangway at NE Corner of Terminal B with Loading Platform, PBB, Concrete Pads, Hurricane Tie-Downs and Electrical Connections
Remove T-2 Swing and ADA Ramp, Close-up door opening
Resurface and Re-stripe Existing pavement in front of Shed C
Landscaping
Paint 1 st Floor
Fenders (5)
Security Upgrades (Demo exist rooms & relocate X-ray and magnetometers)
One-Stop Shops (Two)
Backup Generator (100KW – computers, screening equipment, and lighting)
Wayfinding Signage
Canopy for Entrance
Canopy for Median
Canopy for Crew Entrance
Canopy across Intermodal
Replace Acrylic window panels (Selected rows)
F3 Upgrades*
Passenger Loading Bridge
Passenger Gangway
Bollards
Fenders

*The County will make the F3 Upgrades pending notification in writing by NCL to the Port Director of its election to deploy an F3 vessel to Miami as per section 3(d) of this Agreement.