

MEMORANDUM

Agenda Item No. 14(A)(4)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 2, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute a Cruise Terminal Agreement between Miami-Dade County and NCL (Bahamas) Ltd. for preferential berthing and cruise terminal usage for Cruise Terminal J; approving and authorizing the County Mayor to execute Exhibit C to such agreement setting forth the terms of a Memorandum of Understanding between Miami-Dade County and NCL (Bahamas) Ltd. concerning the construction of a new Cruise Terminal B estimated to cost \$100,000,000.00, an extension of term for preferential berthing at the new Cruise Terminal B and existing Cruise Terminal C, and increased minimum annual passenger throughput guarantees; and authorizing the County Mayor to exercise the cancellation, termination, and renewal provisions and all other County rights conferred in the cruise terminal agreement and Memorandum of Understanding

The accompanying resolution was prepared by the Port of Miami and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.



Abigail Price-Williams
County Attorney



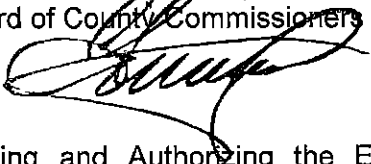
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Memorandum



Date: May 2, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Approving and Authorizing the Execution of Cruise Terminal J Agreement between Miami-Dade County and NCL (Bahamas), Ltd. and a Memorandum of Understanding for the Construction of a New Cruise Terminal B and Related Terms

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the accompanying resolution approving and authorizing the execution of Cruise Terminal J Agreement between Miami-Dade County (County) and Norwegian Cruise Lines (Bahamas), Ltd. (NCLB) and a Memorandum of Understanding for the Construction of a New Cruise Terminal B and related terms.

Scope

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

Fiscal Impact/Funding Source

This item accomplishes two objectives: (1) a new Cruise Terminal J Agreement (Terminal J Agreement) and (2) outlines a Memorandum of Understanding (MOU) for the construction of a new Cruise Terminal B, along with changes to preferential berthing rights and term extensions for NCLB.

1. The Cruise Terminal Agreement provides NCLB with preferential berthing rights at Cruise Terminal J for its Prestige Cruise Holdings Vessels (PCH) operated by Oceania Cruises and Regent Seven Seas Cruises, while providing the County with a Minimum Annual Guarantee of 45 vessel calls during each fiscal year throughout the term of the Agreement. This is an increase from the previous Agreement, which had a minimum of 30 PCH vessel calls each fiscal year.

NCLB shall continue to pay dockage and wharfage fees according to Small Passenger Vessel Tariff rates berthing at Terminal J for the remainder of Fiscal Year 2016-17. Effective October 1, 2017 and through the term, NCLB shall pay the County full Tariff rates for dockage and wharfage. The Agreement is expected to generate \$1.6 million in gross revenues during Fiscal Year 2018 and that amount will increase by three percent (3%) each year of the term. It is important to note, the term is contingent on executing a Restated NCLB Agreement for the construction of New Cruise Terminal B as further outlined in the accompanying MOU.

PCH Vessels shall be included in the calculation of NCLB's current incentives for its Norwegian Cruise Line ships once PCH begins paying the County full Tariff rates. The

County shall provide a share of its parking revenue and an annual marketing incentive similar to incentives provided for in agreements with other cruise lines. Such incentives are expected to be approximately \$181,000 for parking and \$208,000 for marketing in FY 2018 and shall be paid via the Port's revenue funds.

2. The MOU between the Parties outlines the commitment to expand cruise facilities on the Port by constructing a new Cruise Terminal B and combining existing Cruise Terminals B and C into single Cruise Terminal C. The construction of New Cruise Terminal B will allow the Port to expand its cruise business by allowing for the simultaneous berthing of two large vessels of 5,000 passengers, which is further explained in the Background section of this memo. The agreement for terminal improvements is intended to be presented to the Board in the summer of 2017 and will contain a full financial analysis estimated to be approximately \$100,000,000.

NCLB is current on all its financial obligations to the Port and their account is in good standing.

Delegated Authority

This resolution authorizes the County Mayor or County Mayor's designee to (1) execute the Cruise Terminal J Agreement on behalf of Miami-Dade County and to exercise, approve, or deny (as applicable) any cancellation rights, termination rights, berthing requests, and/or other County rights conferred in the Agreement; and (2) to execute a Memorandum of Understanding for the construction of New Cruise Terminal B and New Cruise Terminal C, which provides for a future Restated NCLB Agreement with authority to extend deadline of such agreement.

Track Record/Monitor

The Seaport Department staff members responsible for monitoring the Agreement are Juan Kuryla, Port Director; Kevin Lynskey, Deputy Port Director; and Hydi Webb, Assistant Director, Business Development & Marketing.

Background

Norwegian Cruise Line Holdings Ltd. is a leading global cruise company operating three cruise brands: Norwegian Cruise Line (NCL), Oceania Cruises (Oceania) and Regent Seven Seas Cruises (Regent). NCLB manages assets and vessels operating under these brands.

On November 16, 2010, through Resolution No. R-1129-10, the Board approved a Cruise Terminal Agreement between the County and Prestige Cruise Holdings (PCH), which provided the Port with guaranteed passenger volumes and revenues, while granting PCH preferential berthing at Terminal J for its Oceania vessels. Subsequently, responding to the opportunity to homeport Regent in Miami, Amendment No. 1 to the Cruise Terminal Agreement was approved by the Board on November 20, 2012, through Resolution No. R-988-12. This Amendment established PortMiami as the exclusive home port for both Oceania and Regent brands with increased minimal annual guarantees to the County in exchange for new Tariff incentive rates for Small Passenger Vessels. The term of this Amendment expired on September 30, 2015.

These Agreements have been extremely beneficial to the Parties. Thus, due to the large economic impact of NCLB on the County and the desire by the Parties to continue to grow, the proposed Cruise Terminal J Agreement is respectfully recommended for approval. Under the proposed terms, NCLB commits the following to the County:

- Commencing Fiscal Year 2017, NCLB shall have a Minimum Annual Guarantee of 45 vessel calls at Terminal J during each fiscal year. This is an increase of fifteen (15) calls from a previous commitment of 30 vessel calls per fiscal year.
- If NCLB fails to meet its 45 vessel call guarantee, NCLB shall make a Shortfall Payment to the County. However, NCLB shall have the right to carry forward any Shortfall Payments to the following fiscal year in which a guarantee is not met. Specifically, NCLB shall be allowed to increase its PCH Vessel calls for the one fiscal year following any Shortfall Payment to compensate for the number of calls below the Minimum Annual Guarantee of 45 PCH vessel calls during the prior year.
- NCLB shall relinquish to the Port all preferential berthing rights on Sundays beginning summer 2017 (other than those calls previously submitted berthing requests through February 2019, as indicated in Exhibit A to the Terminal J Agreement). This provision allows the Port the opportunity to berth vessels from other cruise brands at Terminal J on Sundays moving forward.
- NCLB shall submit its berthing requests to the Port at least 15 months in advance of its ship calls. This is an increased and preferred timeline compared to the current 12-month requirement for berthing requests. Attached as Exhibit B to the Terminal J Agreement is a schedule of the dates NCLB intends to berth PCH Vessels at the Port during Fiscal Years 2017 – 2019.
- NCLB agrees PortMiami shall continue to be its Exclusive Homeport in South Florida (Palm Beach, Broward, Monroe, Brevard, and Miami-Dade Counties) for all its NCLB Vessels, including all PCH Vessels (Oceania Cruises and Regent Seven Seas Cruises), and NCLB shall not homeport any NCLB Vessels in another South Florida port throughout the term. NCLB can only request a waiver of the requirement if the Port is not able to provide NCLB with a suitable terminal.

In exchange for this new passenger pledge and the relinquishment of its Sunday preferential berthing rights beginning summer 2017 (with the exception of those Sunday dates in Exhibit A to the Terminal J Agreement), NCLB shall receive the following:

- NCLB shall receive preferential berthing rights at Terminal J for berthing of its PCH Vessels, which include Oceania and Regent. If NCLB has multiple PCH Vessels on a particular day which Terminal J cannot accommodate, then NCLB shall have right to berth its PCH Vessels at another terminal, provided that such use does not interfere with the preferential berthing rights of other cruise line agreements. Furthermore, the County shall have the right to allow other vessels to use Terminal J at any time NCLB has not been granted preferential berthing rights.
- NCLB shall continue to pay dockage and passenger wharfage for PCH Vessels according to Small Passenger Vessel Tariff rates for Fiscal Year 2016-17. Thereafter, effective October 1, 2017 and through the term (defined term in the contract), NCLB shall pay the County full Dockage and Passenger Wharfage fees based on rates set forth in the Port Tariff during Fiscal Year 2017-18 (not Small Passenger Vessel fees), plus any annual increase to the Tariff that may occur, which shall be capped annually at three percent (3%).

- Effective Fiscal Year 2017-18, when NCLB is paying full Tariff rates, PCH Vessels volumes shall be counted towards the calculation of marketing incentives including, but not limited to, parking revenue sharing, marketing incentives, and/or discounts.

In addition to this Cruise Terminal J Agreement for PCH Vessels, the Parties have agreed to enter into a Memorandum of Understanding (MOU), attached as Exhibit C to the Terminal J Agreement, seeking to amend and restate the current NCL Cruise Terminal Agreement to expand terminal facilities at the Port. Among the commitments in this MOU, which shall be brought back to the Board for full approval prior to July 30, 2017, are the following:

- County shall construct a New Cruise Terminal B to the east of existing Cruise Terminals B and C, while existing Cruise Terminals B and C shall be combined into a single Cruise Terminal C for the purpose of allowing NCLB to simultaneously berth two large vessels of 5,000 passengers each.
- County shall design, finance, build and maintain the new Cruise Terminal B with a to-be-determined \$100,000,000 budget. Construction of Cruise Terminal B is estimated to be completed by January 2020.
- NCLB may supplement the design of the new Cruise Terminal B beyond the County's to-be-determined budget with a mutual agreement on a per-passenger capital fee charged to NCLB passengers.
- The Term of the Amended and Restated NCLB Agreement shall be from the effective date of the Board's approval of such Agreement for 20 years from the date a Temporary Certificate of Occupancy is issued for new Cruise Terminal B.
- NCLB shall have preferential berthing rights at new Cruise Terminal B.
- County shall retain preferential berthing rights at the renovated Cruise Terminal C on all Saturdays from the time of Cruise Terminal B Certificate of Occupancy through December 31, 2023. NCLB shall have first right to regain preferential berthing rights on Saturdays at Cruise Terminal C, commencing January 2024 via an increased Minimum Annual Passenger Guarantee (MAG).
- County shall retain preferential berthing rights at renovated Cruise Terminal C on Sundays from the time of Cruise Terminal B Certificate of Occupancy through December 31, 2030. NCLB shall have first right to regain preferential berthing rights on Sundays at Cruise Terminal C, commencing January 1, 2031 via an increased Minimum Annual Passenger Guarantee (MAG).
- The formula for NCLB to regain its Saturday or Sunday preferential berthing at Cruise Terminal C shall be based on 80 percent of NCLB's planned year-round additional vessel calls, subject to a minimum of 52 vessel calls per fiscal year. Such MAG must be for an annual vessel with a capacity of no less than 3,000 passengers and no less than 135,000 Gross Registered Tons.

The commitment of the Parties to enter into a formal agreement containing the general MOU terms above, among other terms to be negotiated, is binding. This is extremely important to

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
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the Port as the addition of a new cruise terminal will allow the Port to berth large cruise vessels capable of carrying 5,000 passengers and grow its current cruise business.

The Effective Date of this Terminal J Agreement shall be after the approval of this Agreement by the Board and the expiration of any applicable Mayoral Veto period. The Initial Term of the Agreement shall be through September 30, 2019. However, if a new agreement between NCLB and Miami-Dade County is approved by the Board and executed by July 31, 2017 (such date subject to an extension to September 30, 2017 by the Port Director, at the Director's discretion) regarding construction of new Terminal B, as set forth in the NCLB MOU, and attached as Exhibit C to the Terminal J Agreement, then the term shall be extended through September 30, 2021. Additionally, NCLB shall have the option to extend this Agreement for one (1) five (5) year extension that would expire September 30, 2026. The Parties shall have the right to an additional one (1) five (5) year extension through September 30, 2031, based on an increased NCLB MAG and passenger throughput, subject to approval of the Board.



Jack Osterholt
Deputy Mayor

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MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 2, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

- "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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
5-2-17

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A CRUISE TERMINAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NCL (BAHAMAS) LTD. FOR PREFERENTIAL BERTHING AND CRUISE TERMINAL USAGE FOR CRUISE TERMINAL J; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE EXHIBIT C TO SUCH AGREEMENT SETTING FORTH THE TERMS OF A MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND NCL (BAHAMAS) LTD. CONCERNING THE CONSTRUCTION OF A NEW CRUISE TERMINAL B ESTIMATED TO COST \$100,000,000.00, AN EXTENSION OF TERM FOR PREFERENTIAL BERTHING AT THE NEW CRUISE TERMINAL B AND EXISTING CRUISE TERMINAL C, AND INCREASED MINIMUM ANNUAL PASSENGER THROUGHPUT GUARANTEES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE THE CANCELLATION, TERMINATION, AND RENEWAL PROVISIONS AND ALL OTHER COUNTY RIGHTS CONFERRED IN THE CRUISE TERMINAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING

WHEREAS, this Board desires to accomplish the objectives set forth in the Mayor's memorandum accompanying this resolution and incorporated as if set forth herein,

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

Section 1. Approves and authorizes the County Mayor or the County Mayor's designee to execute the Cruise Terminal J Agreement between Miami-Dade County and NCL (Bahamas) Ltd. ("Terminal J Agreement") in substantially the form attached hereto for preferential berthing and terminal usage at Cruise Terminal J.

Section 2. Approves and authorizes the County Mayor or the County Mayor's designee to execute the Memorandum of Understanding between Miami-Dade County and NCL (Bahamas) Ltd. in substantially the form of the Memorandum of Understanding attached as Exhibit C to the Terminal J Agreement ("Terminal B MOU") concerning the construction of a new Cruise Terminal B estimated to cost \$100,000,000.00, an extension of term for preferential berthing at the new Cruise Terminal B and existing Cruise Terminal C, and increased minimum annual passenger throughput guarantees.

Section 3. Authorizes the County Mayor or the County Mayor's designee to exercise the cancellation, termination, and renewal provisions and all other County rights conferred in the Terminal J Agreement and the Terminal B MOU.

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:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of May, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.



Richard Seavey

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

THIS AGREEMENT is made and entered into this _____ day of _____, 2017, by and between NCL (Bahamas) Ltd. (hereinafter "NCLB"), as agent for certain shipowners, and Miami-Dade County, Florida, a political subdivision of the State of Florida (hereinafter "the County"). NCLB 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, NCLB is in the cruise business and manages assets in the Oceania Cruises and Regent Seven Seas Cruises brands , and manages and operates vessels operating under those brands ("PCH Vessels") as well as Vessels operating under the brand name Norwegian Cruise Line ("NCL Vessels") (collectively NCLB Vessels); and

WHEREAS, on November 16, 2010 by Resolution R-1129-10, the Miami-Dade County Board of County Commissioners approved a Cruise Terminal Agreement between the County and PCH with a term of 3 years ("PCH Agreement"); and

WHEREAS, on November 20, 2012, by Resolution No. R-988-12, the Miami-Dade County Board of County Commissioners approved Amendment No. 1 to the PCH Agreement which, among other things, extended the term of the PCH Agreement to five years from the original Effective Date of the PCH Agreement, with two one year options to renew exercisable by PCH by providing written notice to the County at least one month prior to the then existing term with terms to be agreement upon by the Parties; and

WHEREAS, the PCH Agreement expired on September 30, 2015; and

WHEREAS, Norwegian Cruise Line Holdings Ltd. ("NCLH") subsequently acquired a controlling interest in PCH and NCLB is a subsidiary of NCLH and is the operating entity for NCLH; and

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

WHEREAS, NCLB intends for the PCH Vessels to call on the Port at Terminal J with such frequency that NCLB has requested the County to enter into a cruise terminal agreement renewing the preferential berthing rights of PCH Vessels at Terminal J; and

WHEREAS, on December 16, 2008 by Resolution R-1442-08, the Miami-Dade County Board of County Commissioners approved a Cruise Terminal Agreement between NCL Bahamas Ltd. d/b/a Norwegian Cruise Line (“NCL Cruise Terminal Agreement”), later amended on April 3, 2012 by Resolution R-295-12; and

WHEREAS, the Parties shall amend the NCL Cruise Terminal Agreement no later than July 31, 2017 to, among other things, renovate Cruise Terminals B&C and amend the Preferential Berthing Rights at such terminals with the Port retaining certain weekend preferential berthing rights as more fully set forth in the Memorandum of Agreement (“NCLB MOA”) attached as Exhibit C hereto; and

WHEREAS, in consideration of NCLB’s commitments 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 NCLB on the terms and conditions hereinafter set forth herein for the benefit of PCH Vessels;

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 PCH;
- (f) All exhibits and appendices attached hereto shall be deemed incorporated here; and,

(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. Currently two luxury cruise brands, Oceania Cruises and Regent Seven Seas Cruises, are affiliates of NCLB.
- (b) **"Agreement"** means this Cruise Terminal Agreement between the County and NCLB.
- (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 Terminal(s) utilized for the berthing of vessels.
- (e) **"Berth Schedule"** shall have the meaning set forth in Section 3(a)(i).
- (f) **"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.
- (g) **"RER"** means the Miami-Dade County Department which has a division of Environmental Resources Management.
- (h) **"Dockage"** means the charge assessed for dockage under Port of Miami Terminal Tariff No. 010 per 24-hour period.
- (i) **"Effective Date"** shall have the meaning set forth in Section 4 hereof.
- (j) **"Fiscal Year"** means the County's fiscal year, which begins October 1 and ends September 30.
- (k) **"Force Majeure"** has the meaning set forth in Section 22.
- (l) **"Home Port"** means the Port from which a vessel embarks and disembarks passengers as the point of origination and conclusion.
- (m) **"Initial Term"** shall have the meanings set forth in Section 4 hereof.

- (n) **"Minimum Annual Guarantee"** means the minimum annual vessel calls that NCLB commits to make to the County as set forth in Section 3(c).
- (o) **"PCH Vessel"** means any vessel either owned, time or voyage chartered, or operated by Oceania Cruises or Regent Cruises.
- (p) **"NCLB Vessel"** or **"NCLB Vessels"** means a vessel or vessels owned or operated by NCLB or its affiliates, including, but not limited to, PCH Vessels.
- (q) **"Preferential Berthing Rights"** means a first priority right and preference to NCLB Vessels, including PCH Vessels, over any other ship requesting berthing rights as set forth in Section 3, but does not mean an exclusive berthing right.
- (r) **"Port"** means the Dante B. Fascell Port of Miami-Dade County.
- (s) **"Port Director"** means the Director of the Miami-Dade County Seaport Department.
- (t) **"Shortfall Payment"** means a payment made by NCLB in any one Fiscal Year in which NCLB generates fewer calls than committed through its Minimum Annual Guarantee.
- (u) **"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 effective 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.
- (v) **"Terminal(s)"** means any and all land, facilities, buildings, gangways and improvements at the Port, excluding associated parking garages, described in Section 3.
- (w) **"Wharfage"** means the charge assessed for passenger wharfage under Port of Miami Terminal Tariff No. 010 per each embarkation and per each debarkation.

3. NCLB AND PORT OF MIAMI PLEDGES

(a) Terminal Use.

- (i) Provided that NCLB relinquishes to the Port all Preferential Berthing Rights on Sundays beginning summer, 2017 (other than previously submitted berthing requests through February 2019 as indicated on the attached Exhibit "A", the County hereby grants to NCLB Preferential Berthing Rights to utilize Terminal J during the time periods when a PCH vessel is docked at the Port as set forth in the PCH Berth Schedule (as defined below) provided that NCLB provides such Berth Schedule to the Port at least fifteen (15) months in advance, as the same may be changed or updated by NCLB pursuant to this Section 3, through the Term of this Agreement, including any renewal Terms. The Port shall have Preferential Berthing Rights on Sundays at Cruise Terminal J beginning summer 2017 through the Term (with the exception of those dates in Exhibit "A").

Attached hereto as Exhibit "B" is a schedule (the "PCH Berth Schedule") of the dates and PCH Vessels that NCLB intends to berth PCH Vessels at the Port during Fiscal Years 2017-19. NCLB shall notify the County, in writing, of any changes to the PCH Berth Schedule not less than fifteen (15) months prior to the earliest date affected by the change to the Berth Schedule. In addition, NCLB shall update the Berth Schedule on fifteen (15) month advance notice 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 terminal(s).

- (ii) The County covenants and agrees that NCLB shall have Preferential Berthing Rights to utilize Terminal J for the berthing of PCH Vessels for embarkation and disembarkation of passengers and for PCH 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 PCH Vessel or other NCLB 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). "Terminal" shall mean Terminal J and NCLB shall receive Preferential Berthing Rights for the use of such Terminal for its PCH Vessels. If NCLB has multiple PCH vessels on any particular day all of which Terminal J cannot accommodate, then NCLB shall have the right to berth its PCH Vessel at another

terminal at which another cruise line has preferential berthing rights, provided that such use will not interfere with the preferential berthing rights of other cruise line Agreements.

- (iii) Prior to the fifteen (15) month notice period set forth in Section 3(a)(i) above, the Port may request a particular berth day if an opportunity arises. NCLB shall either deny or grant such request within ten (10) calendar days of such request. If NCLB fails to provide a response to such request within ten (10) days, the Port's requests shall be deemed granted.
- (iv) The County shall have the right to allow other vessels to use any Berth and the Terminal(s) at any time during which NCLB has not been granted 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) Wharfage: Notwithstanding and prevailing over any other provision to the contrary in the Tariff or otherwise and in consideration for providing the home port guarantee set forth in section 3(c), NCLB shall pay the wharfage for PCH Vessels according to Small Passenger Vessel Tariff rates Fiscal Year 2016-17. Thereafter, effective October 1, 2017 through the Term, NCLB shall pay the County full Passenger Wharfage fees for PCH Vessels based on rates set forth in the Port Tariff during Fiscal Year 2017-18, not any Small Passenger Vessel Wharfage fees which may be in the Tariff, plus any annual increase to the Tariff that may occur, which shall be capped annually at three percent (3%).
- (ii) Dockage: Notwithstanding and prevailing over any other provision to the contrary in the Tariff or otherwise and in consideration for providing the home port guarantee set forth in section 3©, NCLB shall pay dockage for PCH Vessels according to Small Passenger Vessel Tariff rates through Fiscal Year 2016-17. Thereafter, effective October 1, 2017 through the Term, NCLB shall pay the County full Passenger Dockage fees for PCH Vessels based on rates set forth in the Port Tariff during Fiscal Year 2017-18, not any Small Passenger Vessel Dockage fees which may be in the Tariff, plus any annual increase to the Tariff that may occur, which shall be capped annually at three percent (3%).
- (iii) The County may increase the Wharfage and Dockage NCLB 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 in dockage or wharfage shall be in excess of three percent (3%) per annum of the then existing rate chargeable to NCLB; and provided, further, rates shall not be increased more than one time in each twelve month period.

(c) NCLB Minimum Annual Guarantee and Home Port Commitment.

- (i) Commencing Fiscal Year 2016-17 and over the Term, including any extensions, NCLB shall have a Minimal Annual Guarantee of 45 PCH Vessel calls at the Port at Terminal J or any other terminal at the Port if Terminal J is unavailable during each fiscal year. If NCLB fails to meet this guarantee, it shall make a Shortfall Payment to the County within thirty (30) days of the end of the fiscal year in which the guarantee was not met. However, NCLB

shall have the right to carry forward any Shortfall Payment to the following fiscal year during the Term, including any exercisable extension option through September 30, 2026. Specifically, NCLB shall be allowed to increase its PCH Vessel calls for the one fiscal year following any Shortfall Payment during the Initial Term to compensate for the number of calls below the Minimum Annual Guarantee of 45 PCH Vessel calls during the prior year, and NCLB will be credited for the amount of the prior fiscal year's Shortfall Payment to the extent of such increase of PCH Vessel calls above the 45 PCH Vessel call Minimum Annual Guarantee during such immediate subsequent fiscal year. Shortfall payments will be based on the average dockage and wharfage dollar amounts for all combined calls during a given fiscal year.

- (ii) Notwithstanding and prevailing over any other terms in this Agreement or any other agreement between the Parties, passenger throughput counts for PCH Vessels or any other NCLB Vessel calling at Terminal J shall not be included in the calculation of any marketing incentive including, but not limited to, parking revenue sharing, marketing incentives, or discounts in this Agreement or any other agreement between NCLB and the County until October 1, 2017 when NCLB is paying full tariff rates (e.g., not Small Passenger Vessel Tariff rates) for berthing of PCH Vessels by NCLB at Terminal J.
- (iii) NCLB agrees that the Port shall be the exclusive Home Port in South Florida (i.e. Palm Beach, Broward, Monroe, Brevard, and Miami-Dade Counties) for all NCLB Vessels, including all PCH Vessels and NCLB shall not Home Port any NCLB Vessels, including but not limited to PCH Vessels, in another South Florida port from such time until the end of the Term, including any extensions; provided, however, NCLB shall have the right to seek a waiver of the requirement of this subsection, which will be granted upon written request to the Port Director, in the instance that County at the time of NCLB's berthing request is unable to provide NCLB with a suitable terminal, as reasonably determined by NCLB, for a PCH Vessel in the required timeframe such approval shall not be unreasonably withheld. In the instance the County can not comply with such berthing request, NCLB, at its sole option may commit the PCH Vessel to another port until such time as the Port of Miami can accommodate the PCH Vessel in question. NCLB will not be considered to be in breach of this Agreement should it deploy a vessel away from Miami under the terms of this sub-Section.

4. INITIAL TERM AND EFFECTIVE DATE

This Agreement shall be effective ("Effective Date") upon its approval by the County's Board of County Commissioners and the earlier of (a) expiration of any Mayoral veto period or (b) the approval by the Mayor of the Board's Resolution and filing of such approval with the Clerk of the Board and the Mayor or Mayor's designees subsequent execution of this Agreement. Subject to the terms and conditions contained herein, the Initial Term of this Agreement shall be from the Effective Date through September 30, 2019. However, if a new agreement between NCLB and the County ("Restated NCLB Agreement") is approved and executed prior to July 31, 2017, such date being subject to extension to September 30, 2017 by the Seaport Director at the Director's discretion, concerning use, berthing, renovation, construction and operation of Terminals B and C on, at a minimum, the terms and conditions set forth in the NCLB MOA attached as Exhibit C hereto and incorporated herein, the Term of this Agreement shall be extended through September 30, 2021. Additionally, provided the Restated NCLB Agreement is approved and executed by the Parties by July 31, 2017, such date being subject to extension to September 30, 2017 by the Seaport Director at the Director's discretion, NCLB shall have the sole option to extend this Agreement for one (1) five (5) year term that would expire on September 30, 2026. Furthermore, NCLB shall have the first right to negotiate an additional one (1) five (5) year extension of this Agreement through September 30, 2031 based on the Parties agreeing on an amendment to this Agreement increasing NCLB's minimum annual PCH Vessel call guarantee and/or increasing NCLB's PCH Vessel minimum annual passenger throughput guarantee. Such an amendment and extension shall require approval of the Board of County Commissioners. If the Restated NCLB Agreement is not approved and executed by July 31, 2017, this Agreement shall expire on September 30, 2019.

5. PERMITTED USE OF TERMINAL

- (a) No Unlawful or Unauthorized Use. NCLB shall not use the Terminal(s) 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, NCLB agrees not to abandon or cease service to the Terminal(s).
- (c) Port and Vessel Registration Requirements. Prior to operating any NCLB Vessel from the Terminal(s), NCLB 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 Terminal(s) in the County's sole discretion.

6. SECURITY, MAINTENANCE AND REPAIR OF THE TERMINAL(S)

- (a) Terminal Maintenance & Security Responsibility.

- (i) NCLB shall have no responsibility or obligation to maintain the Terminal(s), except as provided in this Section 6(a). When using the Terminal(s), NCLB shall at all times, at its own cost and expense, keep the Terminal(s) 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 Terminal(s) when using the Terminal(s).
- (ii) The County shall:
 - a. Provide electricity, water and sewer service to the Terminal(s).
 - 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 Terminal(s) and paint the exterior and interior of the Terminal(s), as necessary, and keep same in good working order and operating condition to accommodate NCLB'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 Terminal(s) and the surrounding areas.
 - e. Notwithstanding and prevailing over any term(s) to the contrary in this Agreement, the County shall have the right, but not the obligation, to construct/renovate Terminal J at any time so long as all PCH confirmed Vessel calls can be accommodated on scheduled Terminal J cruise days.

- (iii) NCLB shall not make any changes or alterations to the Terminal(s) without the prior written permission of the Port Director.
- (b) NCLB solely shall be responsible for complying with all federal, state and local security requirements related to NCLB's operations at the Port. NCLB 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 any form whatsoever that is based on action or inaction by NCLB 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 Terminal(s) to view, inspect, and/or show the Terminal(s), or for any other purpose.
- (d) Casualty.
 - (i) In the event that any of the Terminal(s) or any portion thereof, is damaged or destroyed by fire or other casualty, or the Port is inaccessible to NCLB Vessels or passengers (including without limitation, due to damage or destruction to the Port bridge or waterway), the County shall promptly notify NCLB 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, at the Port's option.
 - (ii) In the event of any such casualty that only affects the Terminal(s), the County shall make reasonable efforts to provide alternative berthing and terminal facilities at the Port to enable NCLB to continue its operations until the affected Terminal(s) is/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 on the Port.

7. SIGNAGE AT TERMINAL(S)

- (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 Terminal(s) at all times, at its sole cost and expense.

- (b) NCLB shall at all times be permitted to maintain temporary and removable signage inside of a particular Terminal for NCLB and the NCLB Vessels when NCLB 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 NCLB. NCLB 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) NCLB acknowledges that the County has entered or may enter into agreements for commercial signs and advertising both within and outside Port terminal(s) and elsewhere on the Port. NCLB agrees that this Agreement shall not preclude or in any way affect such commercial sign and advertising agreements, or the County's rights or ability to enter into such agreements in the future.

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 Terminal(s) is created by this Agreement.

9. COMMITMENT ON INDEMNITY AND INSURANCE

- (a) Indemnification by NCLB. NCLB 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 NCLB or its agents, employees, officers or contractors which arise from, grow out of, or are connected in any way with either the occupation and use of the Terminal(s) by NCLB or its agents, employees, officers, contractors, subcontractors, invitees or guests under this Agreement or any breach of this Agreement by NCLB; except to the extent that such damage, loss or liability is caused solely 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, NCLB 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.

- (b) Indemnification by County. The County does not agree to indemnify NCLB. However, should the County provide any indemnification for any cruise operation signing an agreement with the County, the County will extend the same indemnification to NCLB for its operations at the Port.
- (c) No Actions to Invalidate Insurance Policies of County. NCLB covenants that it will not knowingly or recklessly permit to be done on or about or in the proximity of the Terminal(s), anything which shall invalidate the County's fire, casualty, liability or other insurance policies, if any, with respect to the Terminal(s) or violate any terms thereof, or increase the premiums payable therefore.
- (d) Environmental. NCLB 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 NCLB Vessels, in, on, or near the Terminal(s). NCLB 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 documented consistent with customary practice, 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 out of, is in connection with or relates in any way to any environmental condition or contamination or any violation of applicable Federal, state or local environmental law with respect to the Terminal(s), caused or created in whole or in part by NCLB or its employees, officers, agents or guests.
- (e) Insurance Coverage Required. NCLB shall procure and maintain throughout the Term, at its sole cost and expense, insurance coverage as required below. NCLB 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 and which name Miami-Dade County as an additional insured:
- (i) Workers' Compensation Insurance. Said insurance shall cover all persons employed by NCLB (other than crew members of the NCLB 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 NCLB 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.
- (iii) Public Liability Insurance. With respect to the use and activities of NCLB 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 NCLB thereon. This coverage must also include but not be limited to embarkation and disembarkation of NCLB Vessels. Miami-Dade County must be shown as an additional named insured with respect to this coverage.
- (iv) Pollution Liability Coverage. NCLB 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.
- (v) Vessel Liability Insurance (Hull and Machinery). Covering all NCLB 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.
- (vi) Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles used in connection with NCLB'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 "A-" as to management, and no less than "Class "VII" 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.

NCLB shall notify the county of any material modification or change to the insurances required in this Section 9.

- (g) Injury or Damage, Notification to County. In the event of any injury or damage to persons or property in or around the Terminal(s), NCLB 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 NCLB'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, NCLB shall comply with all Applicable Laws relating to this Agreement, NCLB's use of the Terminal(s) and NCLB's use of the Port.

13. NUISANCE

NCLB shall not commit any nuisance on the Port or in the Terminal(s) 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) NCLB shall be in default under this Agreement if any of the following events occur and continue beyond the applicable grace period:
- (i) NCLB fails to timely comply with any payment obligation arising hereunder which is not cured within thirty (30) days from NCLB's receipt of written notice from the County of failure to meet such payment obligation.
 - (ii) NCLB 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, NCLB 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 NCLB shall be adjudicated bankrupt, or if NCLB shall make a general assignment for the benefit of creditors, or if in any proceedings based upon the insolvency of NCLB are commenced and not dismissed within sixty (60) days of filing or a receiver is appointed for all the property of NCLB 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 sixty (60) days after receipt of written notice from NCLB 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 NCLB 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.

18 REMEDIES UPON DEFAULT

Subject to Section 3(c)(iii) 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 NCLB 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 NCLH more than thirty (30) days notice. NCLB 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 NCLH does not terminate this Agreement within the thirty (30) day period, the increased rates shall become effective immediately and NCLB shall have no other recourse with respect to such increase.

20. ATTORNEY FEES

In the event any action is commenced by a Party against the other Party resulting from a default under this Agreement, or for any other alleged breach of 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 NCLB 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, NCLB, 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, NCLB, 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 \$4 million or greater effect on NCLB and/or its parent, divisions, subsidiaries or affiliates ("Adverse Event") for PCH Vessels berthing at Cruise Terminal J during the term of this Agreement and such effect could be avoided or reduced, in whole or in part, by the repositioning of NCLB Vessels, NCLB shall have the right to terminate this Agreement (an "Adverse Termination"). Written notice of an Adverse Termination shall be delivered by NCLB to the County within fifteen (15) calendar days

after NCLB's actual knowledge of the occurrence of an Adverse Event. If the Applicable Law causing the Adverse Event is repealed within one year of its enactment, NCLB shall, as soon as reasonably practicable after such repeal (given NCLB's then current itineraries, port commitments and marketing plan and operations), reposition the NCLB 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 NCLB and is binding upon NCLB. NCLB 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 NCLB 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 NCLB and neither NCLB 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 NCLB 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 NCLB or any of its subsidiaries to become employed by the County or any of its affiliates, without the prior written consent of NCLB.

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 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:

Juan Kuryla
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 NCLB:

NCL (Bahamas) Ltd.
7665 Corporate Center Drive
Miami, Florida 33126
Attention: Vice President, Commercial
Development
Telephone Number: 305-514-3974
Telecopy Number:

with a copy to:

NCL (Bahamas) Ltd.
7665 Corporate Center Drive
Miami, Florida 33126
Attention: General Counsel
Telephone Number:
Telecopy Number:

30. ACKNOWLEDGMENT BY NCLB

- (a) Exclusive Franchise Arrangements and County Contracts. NCLB 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, NCLB 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 Terminal(s) 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 Terminal(s), and shall be entitled to all revenue derived therefrom.
- (b) Furniture. NCLB acknowledges that the furniture and fixtures located in the Terminal(s) and terminal seating areas, are the property of the County. NCLB shall not remove or otherwise alter such furniture and fixtures without the express written consent of the County.
- (c) Concessions. NCLB acknowledges that the County has or may have concession agreements (such as car rental, retail shops or kiosks, ferry operations, etc.) at the Terminal(s). This Agreement shall not affect such concession agreements.
- (d) Notwithstanding and prevailing over any other provisions in this Agreement, NCLB 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 Terminal(s).

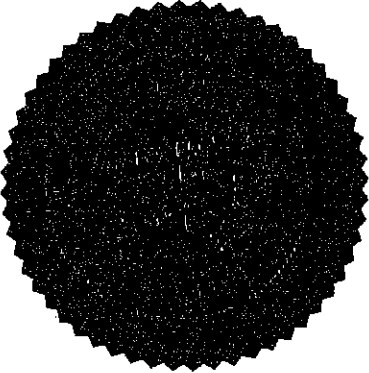
31. COUNTERPARTS

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: _____
Carlos A. Gimenez
County Mayor

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy Clerk

Signed, sealed and delivered

NCL (Bahamas) Ltd.

ATTEST:

By: _____
Suzanne A. Felix

By: _____
Name: *Frank del Rio*
Title: *Chief Executive Officer*

EXHIBIT A

Confirmed Sunday Berthing at Cruise Terminal J

<u>Date</u>	<u>Ship</u>
October 8, 2017	MS Regatta
December 17, 2017	MS Marina
January 14, 2018	MS Seven Seas Explorer
March 11, 2018	MS Seven Seas Explorer
March 18, 2018	MS Riviera
April 22, 2018	MS Regatta
May 6, 2018	MS Regatta
June 3, 2018	MS Sirena
July 1, 2018	MS Insignia
September 16, 2018	MS Sirena
November 11, 2018	MS Seven Seas Navigator
November 18, 2018	MS Insignia
November 25, 2018	MS Seven Seas Navigator
December 9, 2018	MS Riviera
December 16, 2018	MS Seven Seas Voyager
January 13, 2019	MS Sirena
January 20, 2019	MS Sirena
January 27, 2019	MS Seven Seas Voyager
February 17, 2019	MS Riviera
February 24, 2019	MS Riviera

EXHIBIT B

PCH Berth Schedule

Date	Week Day	Ship	Date	Week Day	Ship
11/4/2016	Fri	MS Seven Seas Mariner	3/16/2017	Thu	MS Seven Seas Explorer
11/5/2016	Sat	MS Regatta	3/21/2017	Tue	MS Marina
11/15/2016	Tue	MS Seven Seas Mariner	3/26/2017	Sun	MS Riviera
11/17/2016	Thu	MS Regatta	3/26/2017	Sun	MS Seven Seas Explorer
11/25/2016	Fri	MS Sirena	3/29/2017	Wed	MS Seven Seas Mariner
11/26/2016	Sat	MS Seven Seas Mariner	3/31/2017	Fri	MS Marina
11/29/2016	Tue	MS Regatta	4/8/2017	Sat	MS Seven Seas Mariner
12/2/2016	Fri	MS Seven Seas Explorer	4/10/2017	Mon	MS Marina
12/4/2016	Sun	MS Seven Seas Explorer	4/11/2017	Tue	MS Seven Seas Mariner
12/5/2016	Mon	MS Riviera	4/14/2017	Fri	MS Regatta
12/11/2016	Sun	MS Insignia	4/18/2017	Tue	MS Seven Seas Mariner
12/15/2016	Thu	MS Riviera	4/24/2017	Mon	MS Regatta
12/18/2016	Sun	MS Seven Seas Explorer	4/25/2017	Tue	MS Seven Seas Mariner
12/21/2016	Wed	MS Seven Seas Mariner	5/13/2017	Sat	MS Seven Seas Navigator
12/22/2016	Thu	MS Regatta	5/23/2017	Tue	MS Seven Seas Navigator
12/22/2016	Thu	MS Riviera	6/17/2017	Sat	MS Seven Seas Navigator
12/23/2016	Fri	MS Insignia	6/21/2017	Wed	MS Sirena
12/28/2016	Wed	MS Seven Seas Explorer	7/6/2017	Thu	MS Insignia
1/3/2017	Tue	MS Riviera	8/7/2017	Mon	MS Seven Seas Navigator
1/4/2017	Wed	MS Insignia	10/8/2017	Sun	MS Regatta
1/4/2017	Wed	MS Seven Seas Mariner	10/8/2017	Sun	MS Sirena
1/5/2017	Thu	MS Seven Seas Navigator	10/17/2017	Tue	MS Regatta
1/6/2017	Fri	MS Insignia	11/10/2017	Fri	MS Seven Seas Mariner
1/11/2017	Wed	MS Seven Seas Mariner	11/13/2017	Mon	MS Seven Seas Navigator
1/13/2017	Fri	MS Riviera	11/14/2017	Tue	MS Insignia
1/17/2017	Tue	MS Seven Seas Mariner	11/17/2017	Fri	MS Seven Seas Mariner
1/22/2017	Sun	MS Marina	11/25/2017	Sat	MS Seven Seas Navigator
1/23/2017	Mon	MS Riviera	12/2/2017	Sat	MS Riviera
1/30/2017	Mon	MS Seven Seas Explorer	12/8/2017	Fri	MS Seven Seas Explorer
2/1/2017	Wed	MS Marina	12/12/2017	Tue	MS Riviera
2/2/2017	Thu	MS Regatta	12/12/2017	Tue	MS Seven Seas Mariner
2/2/2017	Thu	MS Riviera	12/17/2017	Sun	MS Marina
2/4/2017	Sat	MS Seven Seas Explorer	12/20/2017	Wed	MS Seven Seas Explorer
2/8/2017	Wed	MS Marina	12/22/2017	Fri	MS Riviera
2/12/2017	Sun	MS Riviera	12/22/2017	Fri	MS Seven Seas Mariner
2/14/2017	Tue	MS Seven Seas Explorer	12/29/2017	Fri	MS Marina
2/18/2017	Sat	MS Marina	12/29/2017	Fri	MS Seven Seas Mariner
2/24/2017	Fri	MS Riviera	1/3/2018	Wed	MS Insignia
2/24/2017	Fri	MS Seven Seas Explorer	1/3/2018	Wed	MS Riviera
2/25/2017	Sat	MS Marina	1/3/2018	Wed	MS Seven Seas Explorer
3/6/2017	Mon	MS Riviera	1/5/2018	Fri	MS Seven Seas Mariner
3/6/2017	Mon	MS Seven Seas Explorer	1/13/2018	Sat	MS Riviera
3/7/2017	Tue	MS Marina	1/14/2018	Sun	MS Seven Seas Explorer
3/16/2017	Thu	MS Riviera	1/20/2018	Sat	MS Seven Seas Explorer

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Date	Week Day	Ship	Date	Week Day	Ship
1/23/2018	Tue	MS Riviera	12/19/2018	Wed	MS Seven Seas Navigator
1/30/2018	Tue	MS Seven Seas Explorer	12/27/2018	Thu	MS Insignia
2/6/2018	Tue	MS Riviera	12/27/2018	Thu	MS Sirena
2/9/2018	Fri	MS Seven Seas Explorer	12/28/2018	Fri	MS Seven Seas Voyager
2/10/2018	Sat	MS Sirena	1/2/2019	Wed	MS Riviera
2/16/2018	Fri	MS Riviera	1/3/2019	Thu	MS Sirena
2/19/2018	Mon	MS Seven Seas Explorer	1/7/2019	Mon	MS Seven Seas Voyager
2/26/2018	Mon	MS Riviera	1/12/2019	Sat	MS Riviera
3/1/2018	Thu	MS Seven Seas Explorer	1/13/2019	Sun	MS Sirena
3/8/2018	Thu	MS Riviera	1/14/2019	Mon	MS Insignia
3/11/2018	Sun	MS Seven Seas Explorer	1/17/2019	Thu	MS Seven Seas Voyager
3/18/2018	Sun	MS Riviera	1/20/2019	Sun	MS Sirena
3/21/2018	Wed	MS Seven Seas Explorer	1/26/2019	Sat	MS Riviera
3/28/2018	Wed	MS Riviera	1/27/2019	Sun	MS Seven Seas Voyager
4/18/2018	Wed	MS Seven Seas Mariner	2/5/2019	Tue	MS Riviera
4/22/2018	Sun	MS Marina	2/6/2019	Wed	MS Seven Seas Voyager
4/22/2018	Sun	MS Regatta	2/13/2019	Wed	MS Seven Seas Voyager
4/23/2018	Mon	MS Sirena	2/17/2019	Sun	MS Riviera
5/4/2018	Fri	MS Sirena	2/23/2019	Sat	MS Seven Seas Voyager
5/6/2018	Sun	MS Regatta	2/24/2019	Sun	MS Riviera
5/14/2018	Mon	MS Sirena	3/5/2019	Tue	MS Seven Seas Voyager
5/24/2018	Thu	MS Sirena	3/6/2019	Wed	MS Riviera
6/3/2018	Sun	MS Sirena	3/12/2019	Tue	MS Seven Seas Voyager
6/13/2018	Wed	MS Sirena	3/16/2019	Sat	MS Riviera
6/23/2018	Sat	MS Sirena	3/22/2019	Fri	MS Seven Seas Voyager
7/1/2018	Sun	MS Insignia	3/25/2019	Mon	MS Seven Seas Explorer
9/16/2018	Sun	MS Sirena	3/26/2019	Tue	MS Riviera
9/26/2018	Wed	MS Sirena	4/1/2019	Mon	MS Marina
10/6/2018	Sat	MS Sirena			
10/10/2018	Wed	MS Seven Seas Mariner			
10/16/2018	Tue	MS Sirena			
10/26/2018	Fri	MS Regatta			
10/26/2018	Fri	MS Sirena			
11/5/2018	Mon	MS Sirena			
11/11/2018	Sun	MS Seven Seas Navigator			
11/18/2018	Sun	MS Insignia			
11/25/2018	Sun	MS Seven Seas Navigator			
11/26/2018	Mon	MS Seven Seas Voyager			
11/27/2018	Tue	MS Riviera			
11/30/2018	Fri	MS Sirena			
12/6/2018	Thu	MS Seven Seas Voyager			
12/7/2018	Fri	MS Insignia			
12/9/2018	Sun	MS Riviera			
12/10/2018	Mon	MS Sirena			
12/16/2018	Sun	MS Seven Seas Voyager			
12/17/2018	Mon	MS Insignia			
12/17/2018	Mon	MS Sirena			
12/19/2018	Wed	MS Riviera			

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

BETWEEN

MIAMI-DADE COUNTY

AND

NCL (Bahamas) LTD.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this ___ day of _____, 2017 (the "**Effective Date**"), by and between:

- A. MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as "**County**"), of the first part, and;
- B. NCL (BAHAMAS) LTD.**, a Bermuda Company d/b/a Norwegian Cruise Line (hereinafter referred to as "**NCLB**"), of the second part.

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

RECITALS:

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;

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

WHEREAS, Norwegian Cruise Line Holdings Ltd. ("**NCLH**") is a leading international cruise company (with a number of cruise lines including Norwegian Cruise Line, Regent, and Oceania that presently use the Port as a homeport, and NCLH intends to expand its operations at the Port; and

WHEREAS, NCLB is a subsidiary of NCLH and the operating entity for NCLH; and

WHEREAS, the Parties desire that the County expand the cruise facilities in the Port by developing and constructing a new "Cruise Terminal B" to the east of existing Cruise Terminals B & C, with the existing Terminals B & C to be improved to combine them into a single "Terminal C" (collectively with the Construction of the new Cruise Terminal B, the "**Project**") for the purpose of allowing NCLB to simultaneously berth two large vessels of approximately 5,000 passengers each; and

WHEREAS, on December 16, 2008 by Resolution R-1442-08, the Miami-Dade County Board of County Commissioners approved a Cruise Terminal Agreement between NCL Bahamas Ltd. d/b/a Norwegian Cruise Line, later amended on April 3, 2012 by Resolution R-295-12, and further amended on December 17, 2013 by R-1052-13 (hereinafter, as amended, the "**NCL Cruise Terminal Agreement**"); and

WHEREAS, the Parties seek to amend and restate the NCL Cruise Terminal Agreement to, among other things, incorporate the terms of this MOU (the "**Amended and Restated NCLB Agreement**"); and

WHEREAS, the Parties have decided to enter into this non-binding MOU which purpose is to summarize the basic principles and general terms contemplated by the Parties in order to prepare binding legal documentation and prepare for the

implementation of the Project.

NOW THEREFORE, the understanding of the Parties is as follows:

1) **Project Description**

- (a) The Project shall be built on land located east of existing Cruise Terminals B & C and to the west of Cruise Terminal A (currently being developed), and shall consist of the County's construction of a cruise ship Terminal capable of accommodating cruise vessels carrying approximately 5,000 passengers, including a provisions staging and loading area, a bus and taxi staging area for cruise passengers, and a parking garage. The Project shall be called new Cruise Terminal B.

Current Cruise Terminals B & C, which shall be modified to accommodate a ship carrying a similar number of passengers, shall be combined into one facility and called Cruise Terminal C.

- (b) The County shall design, finance, build and maintain the Project with a to-be-determined budget. NCLB shall have certain review and approval rights of the development criteria and design. Construction of the Project is anticipated to be completed by January 2020.
- (c) NCLB may supplement the Project's design and layout beyond the County's budget provided there is a mutually agreed upon agreement on a per passenger capital fee charged to the passengers of NCLB. The per passenger capital fee payment may be charged and paid to the County at once or spread out during the term of the Agreement at NCLB's discretion.

2) **Term**

The Term of the Amended and Restated NCLB Agreement shall be from the effective date of the Resolution of the Board of County Commissioners approving such Agreement until a date twenty (20) years from the date a Temporary Certificate of Occupancy is issued for the new Cruise Terminal B.

3) **Preferential Berthing Rights**

- (a) NCLB shall have preferential berthing rights at the new Cruise Terminal B, provided, however, upon completion of the new Cruise Terminal B, which shall be the issuance of Temporary Certificate of Occupancy for the new Cruise Terminal B, the County through its Seaport Department shall obtain and retain preferential berthing rights as follows:
- (b) Saturdays: The County shall retain all preferential and other berthing rights at the renovated and expanded Cruise Terminal C on all Saturdays from the time when new Cruise Terminal B is issued with a Temporary Certificate of Occupancy

through Dec. 31, 2023 and potentially the end of the Term; provided NCLB shall have first right to regain preferential berthing rights on Saturdays at Cruise Terminal C commencing January 2024 via an increased passenger Minimum Annual Passenger Guarantee ("MAG") (Saturday Commitment Election). The formula for such increased MAG is set forth in Section 4 below. NCLB shall notify the County's Seaport Department with written notice a minimum of eighteen (18) months prior to exercising its Saturday Commitment Election.

- (c) Sundays: The County shall retain all preferential and other berthing rights at the renovated and expanded Cruise Terminal C on all Sundays from the time when new Cruise Terminal B is issued with a Temporary Certificate of Occupancy through Dec. 31, 2030 and potentially the Term; provided NCLB shall have first right to regain preferential berthing rights on Sundays at Cruise Terminal C commencing January 2031 via an increased passenger MAG during the remaining portion of the Term, (Sunday Commitment Election) per formula set forth below). Such NCLB contingent first right to Sundays at Cruise Terminal C shall be subject to NCLB providing written notice to County of NCLB's exercise of same and simultaneous commitment to an increased MAG per the formula set forth in Section 4 below. NCLB shall notify the County's Seaport Department with a minimum of eighteen (18) months prior to exercising its Sunday commitment election

4) **Formula for Minimum Annual Guarantees ("MAG")**

New MAG(s) necessary for NCLB to secure either a Saturday or Sunday priority berthing commitment at Cruise Terminal C shall be calculated based on 80% of NCLB's planned year-round additional vessel calls subject to a minimum of 52 vessel calls per fiscal year. Such MAG(s) must be for an annual vessel(s) with a capacity of no less than 3,000 passengers and Gross Registered Tonnage (GRT) of no less than 135,000 GRT. To secure priority berthing on both a Saturday and Sunday, such MAG increase must be doubled.

By way of example: An additional year-round passenger vessel with a capacity of 3,500 passengers shall guarantee 291,000 passenger moves per fiscal year ($3,500 \times 2 = 7,000 \times 52 = 364,000 \times .80 = 291,000$ passengers per year) and minimum dockage fees per fiscal year of (applicable dockage rate \times 135,000 GTs \times 52 = \$ _____ \times .80). These amounts shall be added to NCLB's already existing MAG and the total will be the new requirement for all berths, not separate goals for each berth.

5) **Termination**

This MOU shall be effective from the Effective Date until one of the following occurs:

- a) Execution and delivery of the binding New Amended and Restated NCLB Agreement or an equivalent amendment of the existing NCL Terminal Agreement.; or
- b) Mutual agreement of the Parties to terminate; or
- c) July 31, 2017, unless the Parties agree in writing to an extension

Upon termination of this MOU, this MOU shall terminate automatically without further notice by either Party.

6) **Effect of this MOU**

The commitment by the Parties to enter into a formal binding agreement containing the general terms above, among others to be negotiated, is binding. Notwithstanding, the description and contemplated terms shall be subject to and superseded by the terms and conditions to be negotiated, approved and included in the New Amended and Restated NCLB Agreement, which document shall comply with all applicable laws, all applicable deed and land-use restrictions, all applicable zoning requirements and approvals, and all existing and applicable County bond ordinances and associated restrictions. In the event any element of the contemplated Project or New Amended and Restated NCLB Agreement cannot be achieved or implemented due to legal issues or impediments, the parties will attempt in good faith to explore alternative viable options or elements.

7) **Miscellaneous**

This MOU shall be governed by the laws of the state of Florida (without giving effect to principles of conflicts of laws which would have the effect of causing another territory's or state's law to be applicable). This MOU may be executed in multiple counterparts all of which taken together shall constitute one executed original. Signatures to this MOU may be delivered via facsimile transmission or via emailed pdf file. Signatures delivered via either such method shall be treated as original signatures.

[Signature page to follow]

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

Signed, sealed and delivered in the presence of:

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

By: _____
Carlos A. Gimenez
County Mayor

Approved as to legal form and sufficiency

ATTEST:
CLERK OF THE BOARD

Assistant County Attorney

By: _____
Deputy Clerk

Signed, sealed and delivered

NCL (Bahamas) Ltd.

ATTEST:

By: _____
Name: Frank del Rio
Title: Chief Executive Officer

By: _____
Suzanne A. Perez

