

MEMORANDUM OF AGREEMENT

AMONG

NORWEGIAN CRUISE LINE HOLDINGS (NCLH);

**ICY STRAIT POINT (ISP), WARD COVE DOCK GROUP, LLC (WARD COVE),
PORT OF KETCHIKAN & THE PACIFIC & ARCTIC RAILWAY & NAVIGATION
COMPANY;**

**CITY OF HOONAH, ALASKA (HOONAH), CITY AND BOROUGH OF JUNEAU
(JUNEAU), CITY OF KETCHIKAN (KETCHIKAN), A.J. JUNEAU DOCK, LLC,
KETCHIKAN GATEWAY BOROUGH (KGB) & MUNICIPALITY OF SKAGWAY;**

AND

STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES (DHSS)

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This **MEMORANDUM OF AGREEMENT** (“MOA”) is entered on May___, 2021 (the “Effective Date”), by and among Norwegian Cruise Line Holdings Ltd. (“NCLH”), the City of Hoonah, Alaska (“Hoonah”), the City and Borough of Juneau (“Juneau” or “CBJ”), the City of Ketchikan (“Ketchikan”), Ketchikan Gateway Borough (“KGB”), the Municipality of Skagway (“Skagway”), the state of Alaska Department of Health and Social Services (“DHSS”), Icy Strait Point, LLC (“ISP”), and Ward Cove Dock Group, LLC (“Ward Cove”), A.J. Juneau Dock, LLC, and Pacific & Arctic Railway & Navigation Company (PARN).

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

RECITALS

WHEREAS, the City of Hoonah does not exercise oversight or control as a port authority or local health authority at Icy Strait Point (“ISP”), but (1) accepts DHSS as the local health authority for purposes of this MOA, and (2) has an interest in the health and safety of its residents, and therefore joins this agreement as a Party;

WHEREAS, the City of Ketchikan (1) holds local public health powers, but accepts DHSS as the local health authority for purposes of this MOA, and (2) exercises authority over City of Ketchikan docks (the “Ketchikan Docks”);

WHEREAS, the Ketchikan Gateway Borough does not exercise oversight or control as a local health authority, but exercises authority over privately-owned Ward Cove, and therefore joins this agreement as a Party;

WHEREAS, the City and Bureau of Juneau (1) has local public health powers in its jurisdiction, but accepts DHSS as the local health authority for purposes of this MOA, and (2) exercises authority over two cruise ship docks owned by CBJ and two private cruise ship docks located in Juneau (the “Juneau Ports”);

WHEREAS, the Municipality of Skagway does not exercise oversight or control as a port authority or local health authority at Pacific & Arctic Railway & Navigation (“PARN”), but (1) accepts DHSS as the local health authority for purposes of this MOA, and (2) has an interest in the health and safety of its residents, and therefore joins this agreement as a Party;

WHEREAS, DHSS is, for purposes of this MOA, the local health authority responsible for implementing State laws relating to public health and exercising jurisdiction over the Ports (defined below);

WHEREAS, Icy Strait Point, LLC, Ward Cove Dock Group, LLC, Port of Ketchikan, Ketchikan Gateway Borough, the City of Borough of Juneau, A.J. Juneau Dock, LLC, and Pacific & Arctic Railway & Navigation (“PARN”) (collectively, “Port Owners”) own, operate, or exercise oversight and control over a port or privately owned dock (each, a “Port”, and collectively, “Ports”), thereby serving as U.S. port authorities for purposes of this MOA;

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

WHEREAS, NCLH is the “Cruise Ship Operator” or “CSL” for purposes of this MOA;

WHEREAS, the Parties to this MOA are mutually committed to resumption of tourism in Southeast Alaska following the suspension of cruise ship operations due to the COVID-19 pandemic;

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

WHEREAS, on April 2, 2021, the CDC issued further “Technical Instructions for a Cruise Ship Operator’s Agreement with Port and Local Health Authorities under CDC’s Framework for Conditional Sailing Order” (“Technical Instructions”) and a “Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC’s Framework for Conditional Sailing Order (CSO)” (“Checklist”) (the CSO, Technical Instructions, and Checklist shall be collectively referred to herein as the “Framework for Conditional Sailing” or “FCS”);

WHEREAS, the FCS was further supplemented by the CDC’s April 28, 2021 letter allowing cruise ship operators to submit an attestation to CDC under 18 U.S.C. § 1001 that 98 percent of crew are fully vaccinated and submit to CDC a clear and specific vaccination plan and timeline to limit cruise ship sailings to 95 percent of passengers who have been verified by the cruise ship operator as fully vaccinated prior to sailing, thereby enabling cruise ship operators to resume restricted passenger voyages without conducting simulated passenger voyages;

WHEREAS, the FCS was further supplemented on May 12, 2021 by CDC amendment to the COVID-19 Operations Manual for Simulated and Restricted Voyages authorizing cruise ship operators, at their discretion, to advise passengers and crew that—if they are fully vaccinated—they may engage in self-guided or independent exploration during port stops, if they wear a mask while indoors;

WHEREAS, with respect to restricted voyages, CSL has committed to operate with a crew that is 95 percent fully vaccinated and to limit cruise ship sailings to 95 percent of passengers who have been verified by CSL as fully vaccinated prior to sailing, in compliance with the CDC's April 28, 2021 guidance letter, as amended; and as may be modified in accordance with CDC guidance

WHEREAS, CSL has committed to obtaining a COVID-19 Conditional Sailing Certificate prior to conducting restricted passenger voyages at the Ports;

WHEREAS, the scope of this MOA is accordingly limited to restricted passenger voyages as CSL will not be required to conduct simulated passenger voyages at the Ports;

WHEREAS, the FCS, as amended by the April 28, 2021 guidance letter, requires a cruise ship operator to enter into agreements with port and local health authorities where a ship intends to dock or make port during restricted passenger voyages, and that each local agreement include a (1) port component; (2) medical care component; and (3) housing component;

WHEREAS, all obligations concerning notifications to CSL's passengers and crew concerning risks of COVID-19 and medical treatment protocols rest solely with CSL;

WHEREAS, by agreement of the Parties, the medical care and housing components are unnecessary for purposes of this MOA, because CSL has committed to transport any COVID-19 positive passengers to Seattle for medical care, and that the health care, housing, and transportation agreements developed for the Port of Seattle will effectively address the needs of the Ports;

WHEREAS, the Parties wish to accommodate resumption of cruise ship operations in Southeast Alaska in accordance with applicable law, the FCS as amended and effective as of the date of this MOA, and in accordance with the terms of this MOA, subject to final approval by the applicable respective local government elected body;

WHEREAS, the Parties agree that this MOA is expressly limited to ongoing risks of the COVID-19 pandemic and the Parties' coordinated compliance with CDC regulations concerning the restricted passenger voyages contemplated hereby;

WHEREAS, the Parties recognize that conditions pertaining to COVID-19 as well as public health rules, requirements, and guidance regarding this virus may change and therefore agree to consider making modifications to this MOA if necessary to implement new procedures, rules, requirements, orders, or guidance; and

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

NOW THEREFORE, the Parties agree as follows:

- (1) **Incorporation of Recitals; Binding Effect**. The above Recitals are incorporated herein and made a part hereof. This MOA is intended as a definite expression and record of the purpose and intention of the Parties to pursue a limited cruise ship season in Southeast Alaska, to which each honorably pledge themselves. The sole remedy for any Party's breach of this agreement is the termination right described in Paragraph 2.
- (2) **Term**. The term of this MOA ("Term") shall be from the Effective Date until the earlier of (a) the date that the CSL is no longer in effect, or CDC otherwise lifts or repeals the FCS; or (b) any Party terminates this MOA by giving all other Parties at least seven (7) days' written notice. CSL shall not conduct cruise operations at the Ports after the date of termination without a new agreement in place that satisfies the

conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.

(3) **Port Owners' Obligations.**

3.1 In fulfillment of CDC recommendations, Port Owners have provided and shall continue to regularly provide information to those of its Port employees anticipated to interact with cruise passengers and/or crew regarding the risks of COVID-19 and how to minimize exposure to same.

3.2 As provided in Section 7.3, Port Owners shall adopt practices to encourage any port personnel who are expected to interact with travelers (passengers or crew) to be vaccinated.

3.3 Port Owners shall comply with applicable requirements of the (i) COVID-19 Safety Procedures (Exhibit 1), and (ii) FCS imposed on "port authorities" as that term is defined in the FCS, expressly excluding any FCS obligations imposed on cruise ship operators, or any obligations that may be imposed on or relate to port personnel other than each Port Owners' employees.

(4) **Local Health Authority's Obligations.**

4.1 DHSS shall act as the local health authority pursuant to CDC guidelines and shall monitor and enforce compliance with the MOA limited to the authority granted to it under Alaska Statutes, Title 18. DHSS will provide local infrastructure and support for purposes of this MOA and any Conditional Sale Certificate issued by the CDC. For avoidance of doubt, DHSS's local health authority is limited to the purposes of this MOA for the Term.

4.2 DHSS acknowledges that it has reviewed this MOA, including Exhibits, and is reliant upon CSL's assertions that (i) CSL will have sufficient medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSL's vessels, including potential intensive care and non-intensive care needs, as well as enough capacity to isolate patients with COVID-19; (ii) CSL will have sufficient quantity of housing on board to meet the needs of travelers (passengers and/or crew) until such travelers meet CDC's criteria to discontinue isolation or for the CDC-recommended quarantine period; and (iii) CSL commits to transport COVID-19 positive passengers to Port of Seattle for medical care, unless CSL makes alternative arrangements with local hospitals.

(5) **Cruise Ship Operator's (CSL's) Obligations.** In conducting restricted passenger voyages to or from the Ports, CSL shall always, and at its cost, comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from

time to time) and (ii) this MOA, including all exhibits attached hereto. Such Cruise Ship Operator obligations shall include, without limitation, each of the following:

5.1 *COVID-19 Safety Procedures.* CSL shall comply with and implement all applicable requirements, protocols, and procedures set forth in the COVID-19 Safety Procedures, incorporated and attached hereto as Exhibit 1.

5.2 *Approved Ships and Capacities.* All of CSL's ships identified on Exhibit 2 are covered by the terms of this MOA. CSL shall comply with all applicable requirements, protocols, and procedures set forth in Exhibit 2, attached and incorporated hereto with title "CSL Approved Ships and Capacities." Exhibit 2 identifies each CSL vessel covered by this MOA, each vessel's authorized days and hours of operation at the Ports, each vessel's regular passenger capacity (based on double occupancy) and normal crew size, and each vessel's restricted (maximum allowed) passenger and crew capacities hereunder. Exhibit 2 also includes an explanation of the factors relied upon by all parties in determining these numbers, including the potential for COVID-19 variants.

5.3 *Required Vaccination Strategies.* CSL shall comply with and implement all applicable requirements, protocols, and procedures set forth in Exhibit 3 titled "CSL Vaccination Strategies", which is attached and incorporated hereto. Exhibit 3 includes a plan and timeline for vaccination of cruise ship crew prior to resuming passenger operations; presents proposals regarding how CSL intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities; designates a Cruise Ship Operator vaccine coordinator to oversee implementation and maintenance; includes an education component for port personnel and travelers about the importance of getting the COVID-19 vaccine; and includes processes for vaccination of port personnel who are expected to interact with travelers.

5.4 *Required Port Protocols.* CSL shall comply with the FCS and implement each of the CSL Protocols attached and incorporated as composite Exhibit 4, including: (1) Embarkation Procedures – Simulated Voyages and Restricted Passenger Voyages; (2) Procedures for Day of Embarkation Screening; (3) Emergency Response Plans; (4) Protocols for Contacting Emergency Medical Services (Non COVID-19 Related); (5) Protocols that Avoid Medical Evacuations at Sea; (6) Disembarkation Procedures in Event of COVID-19 Outbreak; (7) Procedures to Avoid Congregation of Embarking and Disembarking Travelers; (8) Procedures for Informing Port Personnel who interact with travelers of COVID-19 Risks; (9) Procedures for Routine Testing and Symptom Monitoring of Port Personnel; (10) Procedures for Routine and Outbreak-Level Cleaning for Gathering Areas and Transportation Vehicles; and (11) Reporting Requirements of COVID-19 Cases During Voyages.

5.5 *CDC Approval of Restricted Passenger Voyages.* Prior to commencing restricted passenger voyages, CSL shall first obtain written approval of same from the CDC and transmit a copy of same to the port directors for each of the Ports and the Commissioner of DHSS.

(6) CDC-Required Medical Care, Transportation, and Housing Components.

The Medical Care, Transportation, and Housing Components required by the FCS shall be met by existing agreements between CSL and the CSL home port of Seattle for downline ports associated with cruises from Seattle to the Ports. Prior to CSL commencing restricted passenger voyages to the Ports, CSL shall provide a copy of these agreements to all other Parties hereto. CSL attests and represents that it has existing, fully executed agreements concerning medical transport and medical care as required by the CDC and as outlined further in this Section 6 and that copies will be made available upon request.

6.1 Medical Transportation and Medical Care Component.

6.1.1 The Parties have considered the potential medical care needs of travelers including the capacity of local public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19. The Parties have evaluated the need for further contingency planning to provide medical care to travelers in the event of limited hospital beds, medical personnel, or other factors potentially limiting the capacity of the cruise ship operator's designated shoreside medical facilities or healthcare systems.

6.1.2 In determining the sufficiency of the CSL's contractual medical care service agreements, the Parties have considered and relied upon the following factors: capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2); capacity of primary medical service suppliers contracted by CSL; and redundancy of additional or back-up contracted medical care service suppliers.

6.1.3 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address contingency planning to provide for the medical care needs of travelers, CSL ship capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2(A) - 2(D)), CSL Vaccination Strategies (Exhibit 3), and the CSL Protocols incorporated as Exhibit 4, the Parties agree that (further contingency planning by the Parties is not required for purposes of this MOA.

6.2 Housing Component.

6.2.1 The Parties have considered the potential housing needs of travelers, including the capacity of local public health, port authorities, hospital, and other emergency response personnel to oversee and monitor the housing needs of travelers under isolation and quarantine. The Parties have considered each of the factors set forth in the CDC Checklist Housing Component items 1-7.

6.2.2 In determining the sufficiency of the CSL's contracted shoreside facilities, the Parties have relied upon the following factors: the capacities of CSL's vessels set forth in Exhibit 2, CSL's vaccination strategies set forth in Exhibit 3, and CSL's mitigation strategies and protocols set forth in Exhibit 4.

6.2.3 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address the housing needs of travelers, CSL ship capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2), CSL Vaccination Strategies (Exhibit 3), and the CSL Protocols incorporated as Exhibit 4, the Parties agree that CSL's home port agreement with the Port of Seattle shall govern the terms of CSL contractual or corporate-owned shoreside housing facilities to serve homeport and downline port operations. CSL attests and represents that it has existing, fully executed agreements concerning housing needs of travelers as required by the CDC and as outlined further in this Section 6 and that copies will be made available upon request.

6.3 *Financial Responsibility for Agreements required by CDC.* CSL shall be solely responsible for all costs and expenses arising under any of the medical care, transportation, or housing service agreements required by the FCS or any technical requirements or guidance issued by the CDC in connection therewith, or arising from or relating to such similar transportation, medical care, and/or housing services procured or requested by or on behalf of CSL. All such agreements shall comply with applicable requirements of the FCS and Exhibits 1 and 4.

(7) **Vaccination Component.**

7.1 CSL's proposal for how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities, is attached and incorporated as Exhibit 3. The proposal lists CSL's vaccination coordinator and includes CSL's processes and timeline for vaccination of ship crew and passengers.

7.2 The Parties agree to Exhibit 3's provisions concerning education of port personnel and travelers about the importance of getting a COVID-19 vaccine.

7.3 Port Owners will encourage all port personnel and employees to be vaccinated.

(8) **Additional Port Procedures Required by the FCS.**

8.1 *Required CSL Embarkation Procedures.* During CDC authorized restricted passenger voyages, CSL must comply with CSL Embarkation and Disembarkation Procedures set forth in Exhibit 4 to minimize contact between travelers and port personnel. CSL Embarkation and Disembarkation Procedures shall comply with the FCS and the COVID-19 Safety Procedures (Exhibit 1) and shall include day-of-embarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and management of individuals who test positive and their close contacts.

8.2 *Emergency Response Plan.* In the event that more than one ship at any Port experiences a simultaneous outbreak of COVID-19, CSL shall at its cost comply with all emergency response plan requirements set forth in Exhibit 1(A) - Exhibit 1(D) and Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port Owners, DHSS and/or the CDC in response to such outbreak. In developing emergency response plans for each of the Ports, Port Owners have jointly considered a “worst case” scenario of multiple ships from multiple cruise ship operators experiencing simultaneous outbreaks of COVID-19.

8.3 *Exigent Circumstances Requiring Other Medical Services.* For exigent circumstances not covered by CSL medical services agreements (e.g., a medical emergency not related to COVID-19), CSL shall at its cost follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 4 attached hereto.

8.4 *Evacuations at Sea.* All unavoidable medical evacuations at sea must be contracted for by CSL, at CSL's sole cost, and coordinated by CSL with the U.S. Coast Guard.

8.5 *Disembarkation Procedures in the Event of an Outbreak of COVID-19.* In the event of an outbreak of COVID-19 on any CSL vessel operating under this MOA, CSL will follow and comply with, at its cost, all applicable disembarkation procedures that apply in the event of an outbreak of COVID-19, included in Exhibits 1 or 4 hereto or in the FCS and, during CSL restricted passenger voyages, CSL shall use and follow CSL Embarkation and Disembarkation Procedures set forth in Exhibits 1 and 4 hereto.

8.6 *Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and Requirements.*

8.6.1 Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the COVID-19 Safety Procedures, the Port Owners shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOA, to be cleaned in accordance with the Routine Cleaning Procedures set forth in Exhibit 1 and/or Exhibit 4 hereto.

8.6.2 Notwithstanding the terms of subsection 8.6.1 above, in the event of a COVID-19 “moderate outbreak” or “full outbreak” on any vessel calling on a Port terminal or other outbreak impacting a Port facility, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1 and/or Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port Owner, local health authority, and/or the CDC in response to such outbreak.

8.6.3 In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, CSL shall at its cost cause same to be cleaned

in accordance with, as applicable, the CSL's Transportation Vehicle Cleaning Requirements included in Exhibit 4, and all applicable FCS requirements.

8.7 CDC Reporting Requirements. CSL shall timely comply with (1) all CDC reporting requirements included in the FCS or otherwise required by the CDC, including requirements for reporting of cases identified during a voyage to local health authorities; and (2) all reporting requirements included in Exhibit 4.

(9) Port Owners and DHSS Conditional Authorization of Restricted Passenger Voyages.

9.1 Subject to CSL's compliance with all terms, conditions, and requirements hereof and all exhibits hereto, expressly including, without limitation the FCS, and subject to the CDC's future issuance of its written approval to CSL to conduct restricted passenger voyages to and from the Ports, Port Owners and DHSS hereby authorize and approve the same to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in Exhibit 2 attached. Subject to availability and obtaining the prior written approval of the Port Director for each Port and applicable local government authority, CSL may for good cause seek to switch or modify a previously authorized vessel berth's assigned date and/or time.

9.2 Notwithstanding and prevailing over the foregoing, the Port Owners and DHSS reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. The Port Owners and DHSS additionally reserve their respective rights to temporarily suspend or rescind the MOA if local resources become insufficient to adequately respond to an onboard outbreak of COVID-19 on a cruise ship. However, the Parties acknowledge that in the event of suspension or rescission of this MOA, such suspension or rescission shall not deny a cruise ship's ability to make port as approved by the CDC and in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.

9.3 CSL shall immediately notify the CDC if the MOA is modified, amended, or rescinded.

(10) Compliance with Laws. The Parties shall comply with all applicable laws, regulations, codes, and ordinances including local municipal health mandates established by any applicable governmental authority having jurisdiction over its services or obligations under the MOA, as may be amended from time to time, and any laws, regulations, codes, ordinances, rules, and public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease, and shall ensure that its employees, agents, contractors, subcontractors (of all tiers), affiliates

and guests also comply therewith, including, but not limited to, all applicable training requirements. The Parties additionally agree to follow the notification procedures to appropriate parties as outlined in the *Alaska Multi-Agency Maritime Communicable Disease Emergency Response Plan*.

- (11) **Notices.** Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOA shall be in writing and shall be deemed to have been duly given when: (i) delivered by hand; (ii) deposited in the mail by registered or certified mail, return receipt requested; (iii) sent via electronic mail, with a requested read receipt response; or (iv) sent by recognized international overnight courier. No notice shall be effective unless and until received by the recipient.

If to CSL:

Norwegian Cruise Line Holdings, 7665 Corporate Center Dr, Miami, FL 33126

If to the Port Owners:

Icy Strait Point, LLC, 108 Cannery Rd, Hoonah, AK 99829
Port Director: Tyler Hickman

With a copy to:

Huna Totem Corporation, 9301 Glacier Highway, Suite 200, Juneau AK,
99801

Ward Cove Dock Group, 7559 North Tongass Highway, Ketchikan, Alaska
99901

Port Director: John Binkley

City and Borough of Juneau Docks and Harbors, 155 S. Seward Street, Juneau
AK 99801

Port Director: Carl Uchytel

A.J. Juneau Dock, LLC

c/o Survey Point Holdings, 1330 Eastaugh Way #4, Juneau, AK, 99802.

Port Director: Ethan Berto, President.

Pacific & Arctic Railway & Navigation Company, P.O. Box 435, Skagway, AK 99840
Attention: Bob Berto, President, bobb@surveypt.com

If to Local Municipalities & Boroughs::

City of Hoonah, P.O. Box 360 Hoonah, AK 99829

Attention: Dennis Gray, City Administrator, dgray@cityofhoonah.org

City of Ketchikan, 334 Front Street, Ketchikan, AK 99901
Attention: Robert Sivertsen, Mayor, mayor@ktn-ak.us

Ketchikan Gateway Borough, 1900 First Avenue, Ketchikan, AK 99901
Attention: Ruben Duran, Borough Manager, managersoffice@kgbak.us

Municipality of Skagway, P.O. Box 415, Skagway, 99840
Attention: Andrew Cremata, Mayor, mayor@skagway.org

City and Borough of Juneau, _____
Attention:

If to Local Health Authority:

Dept. of Health and Social Services, 3601 C Street, Suite 902, Anchorage, AK 99503
Attention: DHSS Commissioner Adam Crum, adam.crum@alaska.gov

A Party may change their address or other relevant information by notice in writing to the other Parties as provided above and as supplemented by each Party's signature block.

- (12) **Port Owners' Retained Rights and Authority.** Notwithstanding and prevailing over any potentially contrary term or implication in this MOA, in order to protect the public's health, safety and welfare, the Port Owners each retain and reserve its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at its port at one time, the size and/or capacity of cruise vessels that can call at its port under the Conditional Sail Order, or otherwise limit cruise operations in the Port Owner's discretion; (2) deny berthing or port access to a cruise vessel reporting passengers and/or crew onboard who are infected or potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-port for purposes of quarantine or to facilitate disembarkations via tenders, as may be so directed by the Port, the U.S. Coast Guard, the Alaska Unified Command, the CDC, or local public health agencies. The Ports shall not be liable for any costs or consequential damages incurred by CSL, or by third parties, that may arise from the Port Owner's or Port's exercise of its discretion hereunder or as a result of any directives or decisions issued by any federal, state, or other governmental agency, department, or subdivision.
- (13) **Governing Law/Jurisdiction/Exclusive Venue.** This MOA shall be governed by the laws of the state of Alaska without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOA, or seeking relief under and/or to construe same shall lie exclusively in Alaska.

(14) **Miscellaneous.**

14.1 Nothing in this MOA constitutes any Party as the agent, employee, partner, or joint venture of any other Party. No Party has the right or authority to bind any other Party, including without limitation the power to incur any liability or expense on behalf of any other Party, without its prior written agreement except as expressly set forth in this MOA.

14.2 If any provision of this MOA, or the application of a provision to any person or circumstance, shall be held invalid, the validity or legality of the remainder of this MOA, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected.

14.3 This MOA sets forth the understanding between the Parties as to the subject matter herein. This MOA is intended to be supplemental to CSL's existing preferential berthing agreement, if any and as amended, with the Port Owner(s). To the extent this MOA conflicts with CSL's prior or existing berthing rights agreements with Port Owner(s), this MOA shall control, providing nothing contained herein shall be construed as nullifying, reducing, or deferring or delaying compliance with any CSL payment, performance, indemnity, or insurance obligation contained in any prior or existing Port Owner's agreement with CSL.

14.4 This MOA can only be changed, modified, or amended by the express written agreement of the Parties.

14.5 Except as otherwise provided in this MOA, none of the Parties may, without the written consent of the other, transfer, assign, create an interest in, or deal in any other way with any of its rights or obligations under this MOA.

14.6 Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.

14.7 This MOA may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This MOA may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.

14.8 This MOA has no intended third-party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a Party hereto.

14.9 The CDC may request that the Parties modify or amend this MOA, COVID-19 Safety Procedures, or any other Exhibit based on “lessons learned” from CSL's restricted passenger voyages as described in CSL's after-action report for each voyage or otherwise.

14.10 Upon execution by all parties, CSL shall provide a complete copy (including all exhibits) to CDC at eocevent349@cdc.gov and to each Party pursuant to the notice provisions herein.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

PORT OWNERS AND LOCAL GOVERNMENTS:

ICY STRAIT POINT, LLC

By: _____

Name: Russell A. Dick

Title: President & CEO, ISP

Email: russell.dick@hunatotem.com

Date: _____

WARD COVE DOCK GROUP, LLC

By: _____

Name: John Binkley

Title: Chairman

Email: john@riverboatdiscovery.com

Date: _____

CITY OF HOONAH

By: _____

Name: Gerald Byers

Title: Mayor

Email: mayor@cityofhoonah.org

Date: _____

CITY AND BOROUGH OF JUNEAU

By: _____

Name: Rorie Watt

Title: City Manager

Email: Rorie.watt@juneau.org

Date: _____

CITY OF KETCHIKAN

By: _____

Name: Karl Amylon

Title: City Manager

Email: karla@cityofketchikan.ak.us

Date: _____

KETCHIKAN GATEWAY BOROUGH

By: _____

Name: Ruben Duran

Title: Borough Manager

Email: rubend@kgbak.us

Date: _____

MUNICIPALITY OF SKAGWAY

By: _____

Name: Andrew Cremata

Title: Mayor of Skagway

Email: mayor@skagway.org

Date: _____

PACIFIC & ARCTIC RAILWAY & NAVIGATION COMPANY

By: _____

Name: Bob Berto

Title: President

Email: bobb@surveypt.com

Date: _____

A.J. JUNEAU DOCK, LLC

By: _____

Name: Ethan Berto

Title: President

Email: eberto@surveypt.com

Date: _____

LOCAL HEALTH AUTHORITY:

STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES

By:  _____

Name: Adam Crum

Title: Commissioner, DHSS

Email: adam.crum@alaska.gov

Date: 5/26/2021

**CRUISE SHIP OPERATOR:
NORWEGIAN CRUISE LINE HOLDINGS**

By: _____

Name: Mr. Frank Del Rio

Title: Chief Executive Officer

Email: frankdelrio@nclcorp.com

Date: _____

By: _____

Name: Mr. Robin Lindsay

Title: Chief Compliance Officer

Email: rlindsay@nclcorp.com

Date: _____

By: _____

Name: Dr. Carlos Gonzalez

Title: Chief Medical Officer

Email: drgonzalez@nclcorp.com

Date: _____