

MEMORANDUM OF AGREEMENT

BETWEEN

**NORWEGIAN CRUISE LINE HOLDINGS (NCLH) &
NORWEGIAN CRUISE LINE (NCL);**

**ICY STRAIT POINT (ISP), WARD COVE DOCK GROUP, LLC (WARD COVE), &
PORT OF KETCHIKAN;**

**CITY OF HOONAH, ALASKA (HOONAH), CITY AND BOROUGH OF JUNEAU
(JUNEAU), CITY OF KETCHIKAN (KETCHIKAN) &
KETCHIKAN GATEWAY BOROUGH (KGB);**

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”), Norwegian Cruise Line (“NCL”), 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 state of Alaska Department of Health and Social Services (“DHSS”), Icy Strait Point, LLC (“ISP”), Port of Ketchikan (“Port of Ketchikan”), and Ward Cove Dock Group, LLC (“Ward Cove”).

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 (the “Juneau Ports”);

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;

WHEREAS, Icy Strait Point, LLC, Ward Cove Dock Group, LLC, Port of Ketchikan, Ketchikan Gateway Borough, and the City of Borough of Juneau (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 NCL, 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 and NCL, individually and collectively, are the “Cruise Ship Operator” or “CSO” 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, CSO has committed to operate with a crew that is 100 percent fully vaccinated and to limit cruise ship sailings to 100 percent of passengers who have been verified by CSO as fully vaccinated prior to sailing;

WHEREAS, CSO 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 CSO 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 CSO’s passengers and crew concerning risks of COVID-19 and medical treatment protocols rest solely with CSO;

WHEREAS, by agreement of the Parties, the medical care and housing components are unnecessary for purposes of this MOA, because CSO 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 not a legally binding agreement and is only a definite expression and record of the purpose and intention of the Parties, to which each honorably pledge themselves.
- (2) **Term.** The term of this MOA (“Term”) shall be from the Effective Date until the earlier of (a) the date that the CSO 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. CSO 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 Authority’s 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 passenger 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 to be vaccinated.

3.3 Port Owners shall comply with applicable requirements of the (i) COVID-19 Safety Procedures (Exhibit 1, A - D as applied to Port Owner's respective Port), 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 MOU for the 2021 season.

4.2 DHSS acknowledges that it has reviewed this MOA, including Exhibits, and is reliant upon CSO's assertions that (i) CSO 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 CSO's vessels, including potential intensive care and non-intensive care needs, as well as enough capacity to isolate patients with COVID-19; (ii) CSO 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) CSO commits to transport COVID-19 positive passengers to Port of Seattle for medical care.

(5) Cruise Ship Operator's Obligations. In conducting restricted passenger voyages to or from the Ports, CSO 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.* CSO 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(A) - Exhibit 1(D).

5.2 *Approved Ships and Capacities.* All of CSO's ships identified on Exhibit 2(A) - 2(D) are covered by the terms of this MOA. CSO shall comply with all applicable

requirements, protocols, and procedures set forth in Exhibit 2, attached and incorporated hereto with title “NCLH Approved Ships and Capacities.” Exhibit 2(A) - 2(D) identifies each CSO 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(A) - 2(D) 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. NCLH shall comply with and implement all applicable requirements, protocols, and procedures set forth in Exhibit 3 titled “NCLH 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 CSO 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. CSO shall comply with and implement each of the Port 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, CSO 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.

5.6 Clarification. Notwithstanding and prevailing over any contrary term or implication set forth herein, nothing in this MOA or any approved exhibits or annexes hereto shall be construed to require persons to provide any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service from any CSO vessel or business operation in this state or from any Port facility or operation, provided the foregoing does not otherwise restrict the Parties from instituting screening

protocols consistent with authoritative or controlling government-issued guidance to protect public health.

(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 CSO and the CSO home port of Seattle for downline ports associated with cruises from Seattle to the Ports. Prior to CSO commencing restricted passenger voyages to the Ports, CSO shall provide a copy of these agreements to all other Parties hereto. CSO 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 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, CSO ship capacity and other restrictions included in CSO Approved Ships and Capacities (Exhibit 2(A) - 2(D)), CSO Vaccination Strategies (Exhibit 3), and the CSO 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 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address the housing needs of travelers, CSO ship capacity and other restrictions included in CSO Approved Ships and Capacities (Exhibit 2(A) - 2(D)), CSO Vaccination Strategies (Exhibit 3), and the CSO Protocols incorporated as Exhibit 4, the Parties agree that CSO's home port agreement with the Port of Seattle shall govern the terms of CSO contractual or corporate-owned shoreside housing facilities to serve homeport and downline port operations. CSO 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. CSO 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 CSO. All such agreements shall comply with applicable requirements of the FCS and Exhibits 1 and 4.

(7) Vaccination Component.

7.1 CSO'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 CSO's vaccination coordinator and includes CSO'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 CSO Embarkation Procedures. During CDC authorized restricted passenger voyages, CSO must comply with CSO Embarkation and Disembarkation Procedures set forth in Exhibit 4 to minimize contact between travelers and port personnel. CSO Embarkation and Disembarkation Procedures shall comply with the FCS and the COVID-19 Safety Procedures (Exhibit 1(A) - Exhibit 1(D) hereto) 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, CSO 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 CSO medical services agreements (e.g., a medical emergency not related to COVID-19), CSO 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.* Per the FCS, for both COVID-19 and non-COVID-19 related medical reasons, medical evacuations at sea should be avoided to the greatest extent possible. Nonetheless, for unavoidable medical evacuations at sea that may be necessary or required to transport passengers or crew, or both, from a ship to a shoreside medical facility, lodging facility, or other shoreside facility, CSO shall at its cost provide or contract for sufficient commercial resources (e.g., ship, tender, chartered standby vessel, and/or chartered airlift capacity) to accomplish the same, and CSO shall accomplish same in a manner that minimizes the burden to the greatest extent possible on federal, state, and local government resources, including U.S. Coast Guard resources. All medical evacuations at sea must be coordinated by CSO 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 CSO vessel operating under this MOA, CSO 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 CSO restricted passenger voyages, CSO shall use and follow CSO 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 CSO shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1(A)-1(D) 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 CSO, CSO shall at its cost cause same to be cleaned in accordance with, as applicable, the CSO's Transportation Vehicle Cleaning Requirements included in Exhibit 4, and all applicable FCS requirements.

8.7 *CDC Reporting Requirements.* CSO 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 CSO'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 CSO 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(A) - 2(D) attached. Subject to availability and obtaining the prior written approval of the Port Director for each Port and applicable local government authority, CSO 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 CSO 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 NCLH:

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

If to NCL:

[Address, if including NCL here.]

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

If to Hoonah:

City of Hoonah, P.O. Box 360 Hoonah, AK 99829
Attention: Dennis Gray, City Administrator, dgray@cityofhoonah.org

If to DHSS:

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.

(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 CSO, 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) **No Force Majeure Relief Hereunder.** For avoidance of doubt, and notwithstanding and prevailing over any contrary term or implication contained herein, no CSO payment, indemnity, performance, or insurance obligation set forth in or arising under this MOA will be excused, deferred or delayed by any claimed force majeure event or events, nor by any claim of impossibility, impracticability, or frustration of purpose, or any combination thereof, which relate to, arise from, or are in connection with the COVID-19 pandemic or any governmental restriction,

order, requirement, or regulation relating thereto or imposed in connection therewith.

(15) **Miscellaneous.**

15.1 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.

15.2 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.

15.3 This MOA sets forth the understanding between the Parties as to the subject matter herein. This MOA is intended to be supplemental to CSO's existing preferential berthing agreement, if any and as amended, with the Port Owner(s). To the extent this MOA conflicts with CSO'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 CSO payment, performance, indemnity, or insurance obligation contained in any prior or existing Port Owner's agreement with CSO.

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

15.5 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.

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

15.7 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.

15.8 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.

15.9 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 CSO's restricted passenger voyages as described in CSO's after-action report for each voyage or otherwise.

15.10 Upon execution by all parties, CSO 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: Dennis Gray

Title: City Administrator

Email: dgray@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:

Title:

Email:

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: _____

CRUISE SHIP OPERATOR:

NORWEGIAN CRUISE LINE HOLDINGS

By: _____

Name: _____

Title: Chief Executive Officer

Email: _____

Date: _____

By: _____

Name: _____

Title: Chief Compliance Officer

Email: _____

Date: _____

By: _____

Name: _____

Title: Chief Medical Officer

Email: _____

Date: _____

NORWEGIAN CRUISE LINE

By: _____

Name: _____

Title: Chief Executive Officer

Email: _____

Date: _____

By: _____

Name: _____

Title: Chief Compliance Officer

email: _____

Date: _____

By: _____

Name: _____

Title: Chief Medical Officer

Email: _____

Date: _____

EXHIBIT 1 – COVID-19 SAFETY PROCEDURES

- A. Icy Strait Point**
- B. Ward Cove**
- C. Ketchikan Port**
- D. Juneau Ports**

EXHIBIT 2 – CSO APPROVED SHIPS AND CAPACITIES

- A. Icy Strait Point**
- B. Ward Cove**
- C. Ketchikan Port**
- D. Juneau Ports**

EXHIBIT 3 – CSO VACCINATION STRATEGIES

EXHIBIT 4 – CSO PROTOCOLS

A. Icy Strait Point

B. Ward Cove

C. Ketchikan Port

D. Juneau Ports

PORT PROCEDURES

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*
11. *Reporting Requirements of COVID-19 Cases During Voyages*