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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE GOVERNMENT OF THE U.S. VIRGIN ISLANDS,**  
**THE DEPARTMENT OF HEALTH**  
**THROUGH**  
**THE DEPARTMENT OF PROPERTY AND PROCUREMENT**  
**THE WEST INDIAN COMPANY, LTD**  
**AND**  
**NORWEGIAN CRUISE LINE HOLDINGS LTD.**

MOU No. G081DOHT21

Initials <sup>DS</sup>  
FDR



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- Exhibit 1 – Virgin Islands Cruise Ship Marine Protocols
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- Annex A – Medical Transportation Services Agreements
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This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered on September 17, 2021 (the “Effective Date”), by and among The West Indian Company, Limited (“WICO”), owner of the cruise ship dock located in Havensight, Charlotte Amalie, St. Thomas, U.S. Virgin Islands (the “Port”), the U.S. Virgin Islands Department of Health (“DOH”) and Norwegian Cruise Line Holdings Ltd. (“Cruise Ship Line and Operator” or “CSL”) with offices located at 7665 Corporate Center Drive, Miami, Florida 33126.

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

**RECITALS**

**WHEREAS**, WICO owns and operates the Port;

**WHEREAS**, CSL is qualified to conduct business in the U.S. Virgin Islands;

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

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

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

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

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



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

**WHEREAS**, as a pre-condition of Conditional Sailing, the FCS further requires that the CSL enter into a housing agreement with one or more shoreside lodging facility providers to secure adequate shoreside lodging facilities that may be required for isolation and quarantine of COVID19 cases and close contacts, respectively, identified from the day of embarkation through disembarkation for each voyage, in accordance with CDC technical instructions and orders;

**WHEREAS**, as a further pre-condition of Conditional Sailing, the FCS requires that the CSL enter into an agreement with the applicable U.S. port authority and the local health department to determine or authorize the number of cruise ships that may berth at the particular port in order to not overburden the public health response resources of the jurisdiction in the event of a COVID19 outbreak;

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

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

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

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

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

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

(1) **Incorporation of Recitals, Exhibits and Annexes.** The above Recitals, each Exhibit and the Annexes are incorporated herein and made a part hereof.

(2) **Term.** The term of this MOU (“Term”) shall be from the Effective Date until the earlier of (a) the CSO is no longer in effect, or (b) any Party terminates **this MOU by giving the other Parties at least seven (7) days’ notice.** The CSL shall not conduct cruise operations at the Port after the date of



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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) **COSTS**

There shall be no exchange of funds between the Parties for the performance of tasks under this MOU. Each Party shall bear all costs associated with the fulfillment of its responsibilities under this MOU.

(4) **WICO's Obligations.**

4.1 In fulfillment of CDC recommendations, WICO has provided and will 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.

4.2 WICO shall comply with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocols (Exhibit 1), and (ii) FCS imposed on "port authorities" (as that term is defined in the FCS), expressly excluding any FCS obligations imposed on cruise ship operators, any obligations that may be imposed on or relate to port personnel other than WICO/Port employees, and any obligations imposed on any other non-WICO entity/ies.

(5) **CSL's Obligations.** In conducting simulated (trial) passenger voyages and restricted passenger voyages to or from Port, the CSL shall at all times, and at its cost comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from time to time) and (ii) this MOU, including all exhibits attached hereto; and (iii) all Exhibits and Annexes to this MOU. Such CSL obligations shall include, without limitation, each of the following:

5.1 *Port COVID-19 Safety Procedures.* The CSL shall comply with all applicable requirements, protocols, and procedures set forth in the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1) and Port COVID-19 Safety Protocols (Exhibit 2).

5.2 *Required CSL Protocols.* The CSL's Protocols are attached as Exhibit 4 hereto and include CSL embarkation and disembarkation procedures; disembarkation procedures in the event of a COVID-19 outbreak; emergency response plan; emergency protocols for exigent circumstances requiring other medical services (non-COVID-19 related); protocols for symptom monitoring of WICO employee port personnel; and outbreak level cleaning plan; and transportation vehicle cleaning requirements. The protocols included in Exhibit 4 shall comply and conform with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), The Port COVID-19 Safety Protocols (Exhibit 2), and (ii) FCS.



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5.3 *Required CSL Service Agreements.* The CSL shall, as a pre-condition of resuming Conditional Sailing from Port, enter into agreements, at its sole cost, with lodging facilities, medical service providers, and transportation service providers to provide services required of or on behalf of the CSL by the FCS and/or any supplemental technical requirements or guidance issued by the CDC in connection therewith.

5.4 *CDC Approval of Simulated (trial) Passenger Voyages.* Prior to commencing simulated (trial) passenger voyages (if required by the CDC), the CSL shall first obtain written approval of such requested voyages from the CDC and transmit a copy of such CDC approval to the Port Director;

5.5 *Required Dress Rehearsal in Coordination with Port Staff.* Prior to returning to service, CSL shall conduct a tabletop exercise with the Port's staff to ensure that all of the Port COVID-19 Safety Procedures protocols and requirements are understood by WICO and CSL staff and contractors and implemented correctly. CSL will also conduct an on-site "dress rehearsal" for Port personnel to ensure that they understand CSL proposed guest flows and the various touch points of the CSL proposed guest flows.

5.6 *Required Vaccination Strategies.* CSL must comply with and implement all of the applicable requirements, protocols and procedures set forth in Exhibit 4 titled "CSL Vaccination Strategies."

5.7 *Clarification.* Notwithstanding and prevailing over any contrary term or implication set forth herein, nothing in this MOU or any approved exhibits or annexes hereto shall be construed to require persons to provide any documentation certifying COVID-19 vaccination or post-infection recovery to gain access to, entry upon, or service from any CSL vessel or business operation in this state or from any Port or WICO facility or operation, provided the foregoing does not otherwise restrict the CSL, WICO, Port, or DOH from instituting screening protocols consistent with authoritative or controlling government-issued guidance to protect public health.

(6) **CDC-Required CSL Agreements for Medical and Transportation Services and Housing Facilities.** The CSL has provided the following agreements evidencing its provision of CDC-required medical care services, transportation services, and housing facilities, which below-described agreements are attached as Annexes A, B, and C hereto, respectively.

6.1 *Annex A – Medical Transportation Service Agreements.* Copies of CSL's executed medical transportation service agreements are attached hereto as Annex A.

6.2 *Annex B – Medical Care Service Agreements.* Copies of CSL's executed medical transportation service agreements are attached as Annex B.

6.2.1 *Determination of Sufficiency.* Upon review of said CSL medical care service agreements, the DOH has determined, in the exercise of its independent judgment, that such agreements, either



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singularly or collectively, make available enough medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSL's vessels.

6.2.2 In determining the sufficiency of the CSL's contractual medical care service agreements, the Parties have considered and relied upon the following factors: capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 3); capacity of primary medical service suppliers contracted by CSL; and redundancy of additional or back-up contracted medical care service suppliers.

6.3 *Annex C – Housing Agreements.* Copies of CSL's shoreside Embarkation Port housing agreements are attached hereto as Annex C.

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

6.3.2 DOH Determination of Sufficiency. Upon review of these annexed CSL housing agreements, the DOH has determined that such agreements make available a sufficient quantity of housing facilities to meet the needs of travelers (passengers and/or crew) on CSL vessels authorized under this MOU until such travelers meet CDC's criteria to discontinue isolation or until the CDC-recommended quarantine period expires.

6.3.3 CSL has developed Housing Isolation and Quarantine Protocols that consider each of the factors set forth in CDC Checklist Housing Component items 1-7 inclusive, which Protocols are included in Annex C and/or Exhibit 4.

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

(7) **Vaccination Component.**

7.1 The CSL's voluntary proposals regarding how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land based communities, are attached hereto as Exhibit 4.



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Among other things, such proposals list CSL's vaccination coordinator and include the CSL's voluntary plan and timeline for vaccination of ship crew.

7.2 To facilitate opportunities for voluntary vaccinations of port personnel who are expected to interact with travelers, the Port has undertaken to provide information regarding the benefits of vaccinations and the availability thereof.

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

8.1 *Required CSL Embarkation and Disembarkation Procedures.* During CDC authorized simulated voyages and restricted passenger voyages, the CSL must comply with the CSL embarkation and disembarkation procedures set forth in Exhibit 4 hereto. The CSL embarkation and disembarkation procedures shall comply with the FCS and the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1) and Port COVID-19 Safety Protocols (Exhibit 2), and shall include, among other things, day-of-embarkation and day-of-disembarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and protocols regarding individuals who test positive and their close contacts.

8.2 *Emergency Response Plan.* In the event that more than one ship homeporting at Port experiences a simultaneous outbreak of COVID-19, or if a moderate or full COVID-19 outbreak (as defined in Exhibit 1) occurs on any of CSL's vessels covered under this MOU, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1, Exhibit 2, and/or Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port, DOH, and/or the CDC in response to such outbreak.

8.3 *Exigent Circumstances Requiring Other Medical Services.* For exigent circumstances not covered by the CSL medical services agreements annexed hereto (e.g., a medical emergency not related to COVID-19), the CSL shall at its costs follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 4 attached hereto, without prejudice to the CSL's right to seek reimbursement of such costs from its customer- or crew-recipient of the service provided, either directly or through its agent or contractor, or to pass such costs on to the recipient of the provided service.

8.4 *Evacuations at Sea.* All medical evacuations at sea must be coordinated by the 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 MOU, the CSL will follow and comply with, at its cost, all applicable disembarkation procedures that apply in the event of an outbreak of COVID-19, included in Exhibit 4 hereto or in the FCS.





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

8.6.1 *Cruise Terminal Routine Cleaning Requirements.* Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the Port COVID19 Safety Procedures, WICO shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOU, but excluding Cruise Terminal A and its associated facilities and passenger boarding bridges, which are privately maintained), to be cleaned in accordance with the Routine Cleaning Procedures set forth in section III of the Port COVID-19 Safety Procedures.

8.6.2 *Cruise Terminal Outbreak Cleaning Requirements.* Notwithstanding the terms of subsection 8.6.1 above, in the event of a COVID-19 “moderate outbreak” or “full outbreak” (as defined in Section III of Exhibit 2 hereto) on any vessel calling the subject terminal or other outbreak impacting any such terminal or any other Port facility, the CSL shall at its cost cause the terminal (and any associated bathrooms therein and connected passenger boarding bridges) to be cleaned in accordance with the CSL’s Outbreak Level Cleaning Plan procedures and requirements, a copy of which is included in Exhibit 4 hereto.

8.6.3 *Transportation Vehicle Cleaning Requirements.* In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, or otherwise within the CSL’s control, the CSL shall at its costs cause same to be cleaned in accordance with, as applicable, the CSL Transportation Vehicle Cleaning Requirements included in Exhibit 4 and all applicable FCS requirements.

8.7 *CDC Reporting Requirements.* CSL shall timely comply with all CDC reporting requirements included in the FCS or otherwise required by the CDC.

### (9) **Port and DOH Conditional Authorization of Simulated (Trial) 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 simulated (trial) passenger voyages into the Port, the Port and the DOH hereby authorize and approve such simulated (trial) passenger voyages, to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in the Port- and DOH-approved Exhibit 3 attached. Exhibit 3 identifies each CSL vessel covered by this MOU, each vessel’s authorized days and hours of operation at the Port, each vessel’s regular passenger capacity (based on double occupancy) and normal crew size, and each vessel’s restricted (maximum allowed) passenger and crew capacities hereunder. Notwithstanding the foregoing, during the term of this MOU, overall Port can simultaneously accommodate one cruise ship per berth per day. Subject to berthing availability and obtaining the prior written approval of the Port Director, CSL may for good cause seek to switch or modify a previously authorized vessel berth’s assigned date and/or time.



9.2 Notwithstanding and prevailing over the foregoing, WICO, Port, and DOH reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. However, the Parties acknowledge that in the event that a Party suspends or rescinds this MOU, 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.

(10) **Compliance with Laws.** The Parties shall comply with all applicable laws, regulations, codes, and ordinances established by any applicable governmental authority having jurisdiction over its services or obligations under the MOU including but not limited to any and all Executive Orders issued by the Governor of the United States Virgin Islands.

(11) **Notices.** Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOU 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 WICO:

West Indian Company, Ltd.  
9020 Havensight Mall/ Long Bay  
St. Thomas, VI 00802  
Attn: Anthony Ottley, President & CEO  
Email: aottley@wico-ltd.com

With a copy to:

Greg J. Ferguson, Counsel to WICO  
Kellerhals Ferguson Kroblin PLLC  
gferguson@kellfer.com

If to CSL:

Norwegian Cruise Line Holdings Ltd.  
7665 Corporate Center Drive  
Miami, Florida 33126  
Email: frankdelrio@nclcorp.com



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7665 Corporate Center Drive  
Miami, Florida 33126  
Attn: Steve Moeller, Senior Vice President, Commercial Development  
Email: smoeller@nclcorp.com

With a copy to: General Counsel at the same address set forth above.

If to the DOH:

Virgin Islands Department of Health  
Charles Harwood Medical Complex  
3500 Estate Richmond  
Christiansted, VI 00820  
Attn: Justa Encarnacion, Commissioner  
Email: justa.encarnacion@doh.vi.gov

Including DPP:

Anthony D. Thomas  
Commissioner  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802  
Email: anthony.thomas@dpp.vi.gov

With a copy to  
Denise N. George, Esq., Attorney General of the United States Virgin Islands  
Email: denise.george@doj.vi.gov

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

(11) **WICO, DOH, and GVI Retained Rights and Authority.** Notwithstanding and prevailing over any potentially contrary term or implication in this MOU, in order to protect the public's health, safety and welfare, WICO, DOH, and GVI retains and reserves its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at Port at one time, the size and/or capacity of cruise vessels that can call at Port under the Conditional Sail Order, or otherwise limit cruise operations in such relevant party's discretion; (2) deny berthing or Port access to a cruise vessel reporting passengers and/or crew onboard who are infected or



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potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-Port for purposes of quarantine or to facilitate disembarkations via tenders, as may be so directed by the Port, the U.S. Coast Guard, the Unified Command, the CDC, or local public health agencies. Neither WICO, DOH, nor GVI shall be liable for any costs or consequential damages incurred by the CSL, or by third parties, that may arise from WICO's, DOH's, GVI'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. CSL shall indemnify and hold WICO, DOH, and GVI harmless to the fullest extent of the law for all costs, damages, expenses, liabilities, and fines, including court costs, litigation expenses and attorney's fees, arising in any way from CSL's negligence in carrying out any of the obligations, procedures, or conditions in this MOU or any of the exhibits, attachments, addendums, or amendments hereto.

(12) **Governing Law/Jurisdiction/Exclusive Venue.** This MOU shall be governed by the laws of the U.S. Virgin Islands without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOU, or seeking relief under and/or to construe same shall lie exclusively in U.S. Virgin Islands.

(13) **Miscellaneous.**

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



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- e) Except as otherwise provided in this MOU, 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 MOU.
- f) Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.
- g) This MOU 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 MOU may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.
- h) This MOU has no intended third-party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a party hereto.
- i) Each Party will work cooperatively in good faith to notify the other Parties hereto of any known or observed incidents of such other Parties' respective noncompliance with the terms of this MOU. Notwithstanding the foregoing, a Party's failure to receive a notice of non-compliance from one or both other Parties shall not excuse that Party's non-compliance with any requirement or term hereof.

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

**WITNESSES**

**WEST INDIAN COMPANY, LTD.**


  
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 WITNESSES

  
 \_\_\_\_\_  
 Anthony A. Ottley, President & CEO

9-10-2021  
 \_\_\_\_\_  
 Date

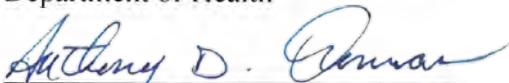
**GOVERNMENT OF THE VIRGIN ISLANDS**

Derese A Dunlop-Harley  
 \_\_\_\_\_  
 WITNESSES

  
 \_\_\_\_\_  
 Justa E. Encarnacion, Commissioner  
 Department of Health

9/12/2021  
 \_\_\_\_\_  
 Date

  
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 WITNESSES

  
 \_\_\_\_\_  
 Anthony D. Thomas, Commissioner  
 Department of Property and Procurement

9/17/2021  
 \_\_\_\_\_  
 Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY:

Assistant Attorney General

  
 \_\_\_\_\_

Date 9/17/2021



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**NORWEGIAN CRUISE LINE HOLDINGS LTD**

DocuSigned by:  
Frank Del Rio Date: 9/9/2021  
41152E6959F52C1...  
Name: Mr. Frank Del Rio  
Title: Chief Executive Officer  
Email: [frankdelrio@nclcorp.com](mailto:frankdelrio@nclcorp.com)

DocuSigned by:  
Robin Lindsay Date: 9/9/2021  
FD04FE1412BA48C...  
Name: Mr. Robin Lindsay  
Title: Chief Compliance Officer  
Email: [rlindsay@nclcorp.com](mailto:rlindsay@nclcorp.com)

DocuSigned by:  
Dr. Carlos Gonzalez Date: 9/9/2021  
3611A10ACCE1444...  
Name: Dr. Carlos Gonzalez  
Title: Chief Medical Officer  
Email: [drgonzalez@nclcorp.com](mailto:drgonzalez@nclcorp.com)

ATTESTATION

I, Daniel S. Farkas, Corporate Secretary for Norwegian Cruise Line Holdings LTD., hereby attest that the persons signing above on behalf of Norwegian Cruise Line Holdings LTD. have full and complete authority to bind Norwegian Cruise Line Holdings LTD. to this MOU

DocuSigned by:  
Daniel S. Farkas  
346FF960C6AB461...

Name: Daniel S. Farkas  
Title: Corporate Secretary

Date: 9/10/2021