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This MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 24th of November 2021 (the “Effective Date”), in the Territory of the United States Virgin Islands, by and between the Government of the U.S. Virgin Islands (GVI), the Virgin Islands Department of Health (DOH), the Virgin Islands Port Authority (VIPA), and SeaDream Yacht Club, Ltd. (“Cruise Ship Line and Operator” or “CSL”) through the Department of Property and Procurement. Each of the above parties shall be hereinafter referred to as a “Party” and collectively, as the “Parties”.

RECITALS

WHEREAS, the DOH is responsible for ensuring healthcare within the Territory of the U.S. Virgin Islands pursuant to Title 3 V.I.C. § 23 and Title 29 V.I.C. § 1;

WHEREAS, VIPA is a public corporation and autonomous instrumentality of the Government of the U.S. Virgin Islands, the powers of which are conferred by statute and include the construction, ownership, and operation of marine terminals, and control of the harbors of the U.S. Virgin Islands, other than control of mooring and anchoring vessels under Title 25, Chap. 16 of the V.I. Code and 29 V.I.C. § 54;

WHEREAS, VIPA is the owner and operator of certain ports, including, in particular, the cruise ship terminal at Crown Bay, St. Thomas, U.S. Virgin Islands and the Ann E. Abramson Marine Facility at Frederiksted, St. Croix, U.S. Virgin Islands (the “Piers” or “VIPA Port Facilities”) each for the docking of cruise ships;

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 a 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

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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, on September 21, 2021, the CDC confirmed via electronic mail to the CSL that vessels transporting less than two hundred and fifty (250) passengers such as those operated by SeaDream Yacht Club, Ltd. are exempt from FCS requirements, except for the reporting of illnesses and deaths pursuant to CDC guidelines, and the Vessel Sanitation Program reporting and inspection requirement;

WHEREAS, regardless of the CSL’s exemption from the CDC’s FCS, the DOH requires COVID-19 prevention and treatment protocols be established and adhered to by the CSL;

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, by agreement of the Parties, the housing and transportation services components are unnecessary for purposes of this MOU, because CSL has committed to coordinate the health care, transportation, and housing needs of any COVID-19 positive passengers;

WHEREAS, the GVI and VIPA wish to resume cruise ship operations and have CSL’s vessels utilize the Piers 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 VIPA has control over operations at the cruise ship terminal at Crown Bay, St. Thomas, U. S. Virgin Islands and the Ann E. Abramson Marine Facility, at Frederiksted, St. Croix, U. S. Virgin Islands, which include the embarkation, disembarkation, and berthing at the VIPA Port Facilities;

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**. The above Recitals are incorporated herein and made a part hereof.
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(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. Exhibits 1-5 and Annex A, and B attached hereto are a part of this MOU and are incorporated herein by reference. The CSL shall not conduct cruise operations at the Piers 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) **GVI / DOH / VIPA Obligations.**

3.1 In fulfillment of CDC recommendations, GVI, DOH, and VIPA have provided information to 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 GVI, DOH and VIPA shall comply with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), (ii) Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports (Exhibit 2), and (iii) FCS obligations 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 GVI/DOH/VIPA employees, and any obligations imposed on any other entity(ies).

(4) **CSL’s Obligations.** In conducting passenger voyages and restricted passenger voyages into the VIPA Port Facilities, 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 and annexes attached hereto (other than Exhibit 4, which is attached for informational purposes only; it being understood that the GVI/DOH/VIPA do not approve or disapprove Exhibit 4 and shall not have responsibility hereunder or otherwise to monitor or enforce same). Such CSL obligations shall include, without limitation, each of the following:

4.1 *Virgin Islands Cruise Ship Marine Protocol.* The CSL shall comply with all applicable requirements, protocols, and procedures set forth in the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1) and the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports (Exhibit 2).

4.2 *Required CSL Protocols.* The CSL’s Protocols are attached as Exhibit 5 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 employee port personnel contracted by CSL; an outbreak level cleaning plan; and transportation vehicle cleaning requirements. The protocols included in Exhibit 5 shall comply and conform with applicable requirements of the (i) Virgin Islands Cruise Ship Marine Protocol (Exhibit

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1), (ii) the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships at U.S.V.I. Ports (Exhibit 2), and (iii) the FCS.

4.3 *Required Coordination with Port Staff.* Prior to returning to service, CSL shall coordinate with the GVI, DOH, and VIPA Port staff to ensure that all of the Virgin Islands Cruise Ship Marine Protocols and the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility are understood by GVI, DOH, VIPA, and CSL staff and contractors and implemented correctly. CSL will also coordinate with Port personnel to ensure understanding of the CSL proposed guest flows and the various touch points of the CSL proposed guest flows.

4.4 *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 the U.S. Virgin Islands or from any VIPA Port facility or operation, provided the foregoing does not otherwise restrict the CSL, GVI, DOH, or VIPA from instituting screening protocols consistent with authoritative or controlling government-issued guidance to protect public health.

(5) **CSL Agreements for Medical and Transportation Services and Housing Facilities.** The CSL has entered into a Medical Service Agreement (Annex B) for the care of any COVID-19 positive passenger(s). The Parties have determined housing and transportation services agreements are unnecessary for purposes of this MOU, because CSL has committed to coordinate the health care, transportation, and housing needs of any COVID-19 positive passengers, as outlined on page 36, 4th paragraph of the Exhibit 5.

5.1 Annex A – Virgin Islands Cruise Ship Medical & Transport Procedure GVI, DOH, VIPA, and WICO COVID-19 Safety Procedures.

5.1.1 The CSL must adhere to the mandates dictated in the VI Cruise Ship Medical & Transport Procedure (Annex A)

5.2 Annex B – Medical Care Agreement(s).

5.2.1 A copy of CSL's executed medical care service agreement is attached hereto as Annex B. Upon review of said CSL medical care service agreement, the DOH has determined, in the exercise of its independent judgment, that such agreement makes 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.

5.2.2 In determining the sufficiency of the CSL's contractual medical care service agreement, the Parties have considered and relied upon the following factors: capacity and other restrictions

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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.

5.3 Housing Agreements – N/A

5.3.1. In determining the necessity 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, and CSL’s mitigation strategies and protocols set forth in Exhibit 5.

5.3.2 DOH Determination of Sufficiency. Upon review of these CSL’s protocols for housing, such protocols 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.

5.3.3 CSL has developed Housing Isolation and Quarantine Protocols that consider each of the factors set forth in CDC Checklist guidelines Housing Component items 1-7 inclusive, which Protocols are attached to the Housing Agreements or as outlined on page 36, 4th paragraph of the Exhibit 5.

5.4 *Financial Responsibility Required by GVI.* The CSL shall be solely responsible for all costs and expenses arising under any of the medical care, transportation, or housing service agreements, 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.

The CSL shall strongly encourage its guests to obtain travel insurance that covers COVID-19 related costs, including mandatory quarantine, isolation and repatriation costs. (See <https://seadream.com/health-safety-protocols/>). CSL shall also obtain certification from its guests attesting they are personally responsible for medical evacuation and sickness. (See Exhibit 5 at Annex II). To the extent a SeaDream guest cannot embark or must disembark due to a positive COVID-19 molecular test and the guest or their travel insurance does not pay for COVID-19 related embarkation/disembarkation costs, the CSL shall arrange for and guarantee the following expenses: Transportation to/from the Pier and a lodging facility or medical facility within the U.S. Virgin Islands; lodging within the U.S. Virgin Islands during mandatory quarantine or isolation periods; and any social assistance that the guest requires during the isolation period (e.g., food, internet access, access to personal hygiene items and personal hygiene, needs). These COVID-19 related expenses guaranteed by SeaDream shall be covered by CSL, exclusive of costs covered by its passenger(s) insurance.

(6) Vaccination Component

6.1 The CSL’s voluntary proposals regarding how it intends to incorporate vaccination strategies
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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. Among other things, such proposals list CSL's vaccination coordinator and include the CSL's voluntary plan and timeline for vaccination of ship crew.

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

(7) Additional Port Procedures Required by the FCS.

7.1 Required CSL Embarkation and Disembarkation Procedures. During CDC authorized voyages and restricted passenger voyages, the CSL must comply with the CSL embarkation and disembarkation procedures set forth in Exhibit 5 hereto. The CSL embarkation and disembarkation procedures shall comply with the FCS, the Virgin Islands Cruise Ship Marine Protocol (Exhibit 1), the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports (Exhibit 2), and the Annexes, 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.

7.2 Emergency Response Plan. In the event that more than one ship homeporting at VIPA Port Facilities experiences a simultaneous outbreak of COVID-19, or if a moderate or full COVID-19 outbreak 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 Exhibits 1, 2, and/or 5 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by VIPA, GVI, DOH, and/or the CDC in response to such outbreak.

7.3 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 5 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.

7.4 Evacuations at Sea. All medical evacuations at sea must be coordinated by the CSL with the U.S. Coast Guard.

7.5 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 at the home port that apply in the event of an outbreak of COVID-19, included in Exhibit 5 hereto or in the FCS.

7.6 Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and

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Requirements.

7.6.1 Cruise Terminal Routine Cleaning Requirements. Prior to commencement of passenger embark and disembark operations, except as otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the Virgin Islands Cruise Ship Marine Protocol, the Virgin Islands Port Authority COVID-19 Protocols for the Return of Cruise Ships at Crown Bay Center and Ann E. Abramson Marine Facility and Cruise Ships when at U.S.V.I. Ports, VIPA shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOU, to be cleaned in accordance with the Routine Cleaning Procedures of VIPA's Port Facilities.

7.6.2 *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 Exhibits 1, 2, 5 and all applicable FCS requirements.

7.7 *CDC Reporting Requirements.* CSL shall timely comply with all CDC reporting requirements required of it by the CDC.

(8) VIPA, GVI, and DOH Conditional Authorization of Restricted Passenger Voyages.

8.1 Subject to CSL's compliance with all terms, conditions, and requirements hereof and all exhibits and all annexes hereto, VIPA, the GVI, and DOH hereby authorize and approve such restricted passenger voyages, to the extent authorized by and in accordance with this agreement, as delineated in the VIPA Port Facilities- and GVI/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 VIPA Port Facilities, 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 VIPA Port Facilities can simultaneously accommodate one cruise ship per berth per day. Subject to berthing availability and obtaining the prior written approval of the VIPA Executive Director, CSL may for good cause seek to switch or modify a previously authorized vessel berth's assigned date and/or time.

8.2 Notwithstanding and prevailing over the foregoing, VIPA, GVI, 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 in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.

(9) Compliance with Laws. The Parties shall comply with all applicable laws, regulations, codes, and ordinances established by any applicable governmental authority having jurisdiction over

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its services or obligations under the MOU including but not limited to Marine Tariffs (“Tariff”) approved by the Governing Board of VIPA 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.

(10) **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 the Virgin Islands Port Authority:

Carlton Dowe, Executive Director
Virgin Islands Port Authority
8074 Lindbergh Bay
P.O. Box 301707
St. Thomas, VI 00803

With a copy to: VIPA General Counsel

If to CSL:

Mr. Andreas Brynestad
Owner’s Representative
SeaDream Yacht Club Ltd
601 Brickell Key Drive Suite 700
Miami, FL 33131

With a copy, via email, to:

Sudesh Kishore
Senior Vice President, Hotel Operations
SeaDream Yacht Club Ltd.
601 Brickell Key Drive Suite 700
Miami, FL 33131
sudesh@seadream.com

Emilio R. Freeman

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SeaDream Yacht Club



Vice President, Itineraries & Destinations
 SeaDream Yacht Club Ltd
 601 Brickell Key Drive Suite 700
 Miami, FL 33131
 efreeman@seadream.com

If to the Government of the U.S. Virgin Islands:

Anthony D. Thomas, MBA
 Commissioner
 Department of Property and Procurement
 8201 Sub Base, Suite 4
 St. Thomas Virgin Islands 00802

Justa E. Encarnacion, RN, BSN, MBA/HCM
 Commissioner, Department of Health
 3500 Estate Richmond
 Christiansted, St. Croix, Virgin Islands 00820

With a copy to: Attorney General of the U.S. Virgin Islands

Denise N. George, Esq.
 Attorney General
 3438 Krondprindsens Gade
 GERS Building, 2nd Floor
 St. Thomas Virgin Islands 00802

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

(11) **GVI/DOH 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, the GVI and DOH each 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 VIPA Port Facilities at one time, the size and/or capacity of cruise vessels that can call at VIPA Port Facilities under the Conditional Sail Order, or otherwise limit cruise operations in the GVI's or DOH'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 VIPA, the U.S. Coast Guard, the Unified Command, the CDC, or local public health agencies. The GVI, DOH, and VIPA shall not be liable for any costs or consequential damages incurred by the CSL, or by third parties, that may arise from the GVI's, DOH's or VIPA's exercise of its discretion hereunder or as a result of any

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directives or decisions issued by any federal, local or other governmental agency, department, or subdivision.

(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 Territory of the 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 VIPA. To the extent this MOU conflicts with the CSL's prior or existing berthing rights agreements with VIPA 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 VIPA 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.
- 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 non-compliance with the terms of this MOU. Notwithstanding the foregoing, a Party's failure to receive a notice of non-compliance from one or both of the other Parties shall not excuse that Party's non-

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compliance with any requirement or term hereof.

- j) Each of the persons signing below on behalf of any Party hereby represents and warrants that he or she is signing with full and complete authority to bind the Party on whose behalf of whom he or she is signing, to each and every term of this MOU.
- k) A facsimile, electronic, or digital signature on this Contract shall be deemed an original and shall be binding upon the Parties hereto.
- l) The Parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this MOU and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security, and use of protected health information.

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

WITNESSES

VIRGIN ISLANDS PORT AUTHORITY

J. Holder

Carlton Dowe
Carlton Dowe, Executive Director
Virgin Islands Port Authority

11/24/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY

BY: Carlton Dowe Date 11/24/2021
Print Name.

WITNESSES

GOVERNMENT OF THE VIRGIN ISLANDS

Dereese A Dunlop-Harley

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

11/24/2021
Date

Anthony D. Thomas

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

11/24/2021
Date

APPROVED AS TO LEGAL SUFFICIENCY

DEPARTMENT OF JUSTICE BY: Caryl McDonald Date 11/24/2021
Assistant Attorney General

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SEADREAM YACHT CLUB, LTD

Emilio R. Freeman Date: 11/23/2021
Name: Emilio R. Freeman
Title: VP, Itineraries & Destinations

Sudesh Kishore Date: 11/23/2021
Name: SUDESH KISHORE
Title: SUP. HOTEL OPERATIONS

Marc P. Japitana Date: 11-23-21 Date: _____
Name: MARC P. JAPITANA Name: _____
Title: SHIP DOCTOR Title: _____

ATTESTATION

I, (name) Emilio R. Freeman, (position) VP, Itineraries & Destinations for SeaDream Yacht Club, Ltd, hereby attest that the person(s) signing above on behalf of Sea Dream Yacht Club, Ltd have full and complete authority to sign and bind this MOU.

Emilio R. Freeman
Name: Emilio R. Freeman
Title: VP, Itineraries & Destinations
Date: November 23, 2021

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