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FEDERAL MARITIME COMM

FLORIDA-CARIBBEAN CRUISE ASSOCIATION

FMC Agreement No. 009857-009

Third Edition

Original Effective Date: July 17, 1972

EFFECTIVE
DEC - 4 2005
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

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ARTICLE 1
Full Name of Agreement

The name of this Agreement shall be Agreement - Florida-Caribbean Cruise Association. Passenger vessel operators are parties to this Agreement and the Florida-Caribbean Cruise Association is headquartered at 11120 Pines Blvd., Suite 201, Pembroke Pines, FL 33026.

ARTICLE 2
Purpose of the Agreement

The Association shall have as its purpose the general promotion and fostering of passenger vessel travel within its area of jurisdiction. This general purpose may be accomplished through (1) meetings among the Member Lines; (2) exchange of information and views between Member Lines; and (3) meetings, seminars, informal discussions, or other means with organizations, institutions and persons involved in developing ocean passenger travel. The nature of such meetings and other activities are described further in Articles 5 and 6 (b) (2) hereof.

ARTICLE 3
Parties to the Agreement

The names and addresses of the current members of the Association are set forth in Appendix A, annexed hereto and made a part hereof for all purposes.

ARTICLE 4
Geographic Scope of the Agreement

This Agreement covers all voyages which: (1) are performed by vessels having fifty (50) or more passenger berths owned or operated by the Member Lines; and (2) embark and/or disembark passengers at ports in the U.S. and its territories and the Caribbean and operate to ports in the Caribbean Sea, the Bahamas, Canada, Mexico, Central America and/or South America.

ARTICLE 5
Overview of Agreement Authority

A. Exchange of Information

The Member Lines may discuss, exchange views, and develop common positions on issues relating to the development, promotion, and operation of the cruise industry. Such issues may include, but are not limited to, U.S. and foreign legislative and regulatory matters; governmental or private sector strategies and programs for tourism and cruise industry development and promotion; port and terminal policies, procedures, operations, and development; environmental issues; passenger vessel operational matters (including but not limited to matters related to health and safety, navigation, crewing, training, design, maintenance, construction and technology development); imposition of taxes, fees and other costs on the cruise industry and passengers; and matters relating to security for passengers, vessels and terminals.

B. Research and Reports

The Managing Committee may direct the President to undertake independent research and prepare and distribute to the Member Lines regular or special reports based upon information collected from the Lines or from other sources. Such reports may be distributed to other persons at the discretion of the Managing Committee. Every Line which supplies such information at the request of the Managing Committee shall receive such reports.

C. Discussions

Nothing in this Agreement shall authorize the parties to discuss, fix or regulate the level of rates and charges to be assessed by the Member Lines on passengers.

D. Education and Outreach Activities

The Association shall conduct educational and outreach activities to promote awareness and understanding of issues relating to cruise industry and tourism promotion and development. Such activities may include, but are not limited to, meetings with interested governmental, public, and industry organizations and officials, planning of conferences, seminars and other events, and publication of written and online newsletters and educational materials relating to cruise industry and tourism issues.

E. Associates

The Association may establish a program of associate members ("Associates") of persons who have an interest in the advancement of the cruise and tourism industry. These associates may be invited to selected Association events and provided with Association newsletters or publications in order to further the objectives of education and discussion of cruise industry issues. Provided, however, that these Associates shall not be deemed to be members of or parties to this Agreement, and shall enjoy no rights, responsibilities, or antitrust immunity arising under this Agreement.

F. Advertising Ethics

The Member Lines may discuss and agree on principles of business ethics and integrity in advertising.

ARTICLE 6
Officials of the Agreement and Delegations of Authority

A. President

There shall be a President who shall be independent of any of the Lines and appointed or dismissed by vote of the Managing Committee as outlined in Article 8. The President shall be the authorized representative of each of the Member Lines to receive all notices and communications pertaining to this Agreement. The President's duties shall be:

(1) To file this Agreement and Agreement modifications with the Federal Maritime Commission and to submit associated supporting materials; to act as designated United States representative of this Agreement as required by Part 535 of the Code of Federal Regulations and otherwise to execute and control the fulfillment of the Agreement.

(2) To prepare or cause to be prepared such special studies or reports as the Managing Committee may direct.

(3) To supervise and coordinate efforts of Legislative Counsel.

(4) To receive, record and communicate statistical statements to all concerned.

(5) To see that all necessary information, including circulars, communications and minutes of meetings are dispatched simultaneously to all concerned.

(6) To call the meetings of the Association and to keep the minutes of the meetings.

(7) To delegate any or all of the foregoing duties to counsel or a Secretary appointed with the advice and consent of the Managing Committee.

The President shall prepare a report of all meetings describing all matters within the scope of the Agreement which are discussed or taken up at any such meeting, and shall specify the action taken with respect to each such matter. For the purposes of this part, the term "meeting" shall include any meetings of the parties to the Agreement, including meetings of their agents, chief executive officers, owners or committees of the parties authorized to take final action on behalf of the parties to this Agreement.

B. Committees

(1) Managing Committee Each Member Line shall designate one (1) representative to act for the Member in matters pertaining to the Agreement and to attend meetings of the Managing Committee. Each Member Line shall have one vote. The Managing Committee shall have the authority to deal with all matters relating to the Association and to take action by vote as specified in Article 8 of this Agreement.

(2) Executive Committee The Managing Committee shall elect a minimum of three (3) and a maximum of six (6) of their members to serve as an Executive Committee. The Executive Committee shall have a Chairman appointed by the Managing Committee. The Chairman and other member(s) of the Committee shall serve two-year terms. The responsibilities of the Committee shall include:

- to guide the President in carrying out the directives of the Managing Committee;
- to act on behalf of the Managing Committee in matters requiring the immediate attention of the Association;
- to discuss legislative issues and present policy recommendations to the Managing Committee;
- to guide the Legislative Counsel in promoting the policies of the Association;
- to notify Managing Committee members of all meetings called to discuss legislative issues;
- To conduct other activities as the Managing Committee might require.

(3) Other Committees Other Committees may be established by vote of the Managing Committee to deal with specific matters or class of matters. The duties and procedures concerning the activities of any "other Committee" shall be prescribed by the Managing Committee. The finding of Committees other than the Managing Committee shall be advisory only, unless otherwise authorized by the Managing Committee.

(4) Meetings

(a) Meetings of the Managing Committee shall be held at least semi-annually at Pembroke Pines, Florida or at such other place as may be agreed upon by the Managing Committee and special meetings may be called by three quarters telephonic vote.

(b) Items for discussion at regular meetings, i.e., meetings field at stated periods, shall he circulated in time to he received by the Member Lines at least five (5) working days before the meeting.

ARTICLE 7
Membership, Withdrawal, Readmission and Expulsion

A. Membership

(1) Member Line A "Member Line" is a line which meets the eligibility requirements established in Article 7 A(2) and whose application for admission has been accepted in accordance with Article 7 A(3) below. A Member Line shall have voting and participation rights on all committees of the Association.

(2) Eligibility Evidence that the Federal Maritime Commission has issued the applicant a certificate of financial responsibility covering performance voyages within the jurisdiction of this Agreement shall be a prerequisite to achieving status a Member Line in the Association. Any passenger ship operator which, within a period of twelve (12) months from the date of application for membership, operates or furnishes evidence it will operate within the jurisdiction of this Agreement and which evidences an intention to abide by this Agreement, may become a Member Line party to this Agreement by unanimous approval of the Managing Committee.

(3) Admission Each application shall be acted upon promptly subsequent to receipt of such information as may be required by the Association to be satisfied with the applicant's ability and intention to abide by the Agreement. No admission to the Agreement shall become effective until an amendment identifying the new member is made to Appendix A to Article 3 of this Agreement, and such amendment is filed with the Federal Maritime Commission and becomes effective pursuant to the Shipping Act of 1984.

(4) Expulsion No Member Line may be expelled against its will from the Association except for failure to continue to meet the eligibility requirements set forth in Article 7(3) above, or for failure to abide by any of the terms and conditions of this Agreement. Expulsion of a member from the Association shall require a vote of at least three-quarters of the Managing Committee. The individual line whose expulsion is under consideration shall be ineligible to vote on this matter and shall not be counted in determining a quorum of three-quarters of the Managing Committee. In the event of such expulsion, a full statement of the reason(s) therefore shall be submitted to the line expelled and a copy thereof attached to the Association's minutes or other appropriate record effectuating the expulsion, and prompt advice thereof shall be furnished to the Federal Maritime Commission by the filing of an amendment to Appendix A to Article 3, showing the name, address and date of expulsion (subject to such filing) of the expelled member.

B. Withdrawal from Membership

(1) Period of Notice A Member Line may at any time terminate its membership by giving eight (8) weeks notice by registered or certified letter to the President, if a line, after having given notice of withdrawal, desires either to cancel such notice or to postpone the date on which it is to become effective, then such withdrawal notice may be canceled, or with the consent of the Managing Committee, the effective date thereof may be extended. During the period of notice, the line withdrawing its membership shall remain bound by all provisions of this Agreement applicable to such membership and its withdrawal shall not prejudice any accrued obligation. Prompt advice thereof shall be given to the Federal Maritime Commission by the filing of an amendment to Appendix A to Article III showing the name, address and date (subject to such filing) of the member withdrawing.

(2) Discontinuance of Service If a Member Line ceases to exist, the effective date for determination of membership shall be the last day of the month following that in which such line carried passengers; provided, that if a line serves notice that it has discontinued or intends to discontinue the transportation of passengers to or from ports which come within the jurisdiction of this Agreement and the embarkation of passengers from the State of Florida, the effective date for termination of membership shall be the last day of the month following that in which such line last carried passengers or embarked passengers from Florida, or served such notice, whichever is the later.

C. Readmission

Any Member Line which voluntarily withdraws from membership in the Association may qualify for readmission by reaffirming its intent to abide by the terms of this Agreement.

D. Responsibility for Maintenance

(1) Original Effective with the filing of this Amended Agreement with the Commission, maintenance of the Association shall be as follows:

(a) There shall be a basic fee which will be apportioned on an equal basis to each Member Line annually by the Managing Committee.

(b) There shall be an administrative fee which shall be apportioned among the Member Lines on a per berth basis. Such fee shall be determined, from time to time, by the Managing Committee.

(2) Reapportionment The cost of the operation and maintenance of the Association may be reapportioned by vote of the Managing Committee.

(3) Admissions Subsequent to the effective date of the maintenance provision set forth above, all Lines which become a party or be readmitted thereto shall pay to the Association their apportioned cost of the operation and maintenance of the Association, as determined in accordance with this Article.

E. Withdrawals

(a) In case a Member Line ceases to exist, or is no longer eligible for membership in the Association, or withdraws from the Association, the financial responsibility of that line shall continue for all appropriate Association's expenses under this Agreement contracted for after the date when the termination of Membership becomes effective.

(b) In no event shall a Line terminating its Membership in the Association during a given fiscal year be entitled to refund of any part of the amount apportioned to, and paid by, said Line to cover the cost of operation and maintenance of the Association for the fiscal year involved.

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WITNESS WHEREOF, the undersigned parties have caused this Agreement to be filed pursuant to 46 CFR Part 535.

CARNIVAL CRUISE LINES

By:_____
Micky Arison

MSC CRUISES (USA) Inc.

By:_____
Richard E. Sasso

CELEBRITY CRUISES

By:_____
Dan Hanrahan

NORWEGIAN CRUISE LINE

By:_____
Colin Veitch

COSTA CRUISE LINES

By:_____
Lynn Torrent

PRINCESS CRUISES

By:_____
Peter Ratcliff

CUNARD LINE

By:_____
Peter Ratcliff

REGENT SEVEN SEAS CRUISES

By:_____
Mark Conroy

DISNEY CRUISE LINE

By:_____
Thomas M. McAlpin

ROYAL CARIBBEAN INTERNATIONAL

By:_____
Adam Goldstein

HOLLAND AMERICA LINE

By:_____
Stein Kruse

WINDSTAR CRUISES

By:_____
Stein Kruse

EFFECTIVE APR - 4 2006

APPENDIX A
(REVISED)

The following are the current parties to the foregoing Agreement.

MEMBER LINES

Carnival Cruise Lines
3655 N.W. 87th Avenue
Miami, FL 33178

Celebrity Cruises
1050 Caribbean Way
Miami, FL 33132

Costa Cruise Lines
Venture Corporate Center II
200 South Park Road, Suite 200
Hollywood, FL 33031-8541

Cunard Line
1801 SE 20th Street
Terminal 2
Fort Lauderdale, FL 33316-5201

Disney Cruise Line
210 Celebration Place, Suite 400
Celebration, FL 32830

Holland America Line
300 Elliott Avenue West
Seattle, WA 98119

MSC Cruises (USA) Inc.
Suite 100
6750 North Andrews Ave.
Fort Lauderdale, FL 33309

Norwegian Cruise Line
7665 Corporate Center Drive
Miami, FL 33126

Princess Cruises
1801 SE 20th Street
Terminal 2
Fort Lauderdale, FL 33316-5201

Regent Seven Seas Cruises
600 Corporate Drive, Suite 410
Fort Lauderdale, FL 33334

Royal Caribbean International
1050 Caribbean Way
Miami, FL 33132

Windstar Cruises
300 Elliott Avenue West
Seattle, WA 98119

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