TITLE PAGE - REPUBLISHED AGREEMENT

1. AGREEMENT BETWEEN THE MEMBER LINES OF THE CRUISE LINES INTERNATIONAL ASSOCIATION.

2. FEDERAL MARITIME COMMISSION NUMBER 10071. -030

3. THE GENERIC CLASSIFICATION OF THIS AGREEMENT IN CONFORMITY WITH 46 C.F.R. SECTION 535.104 IS A COOPERATIVE WORKING AGREEMENT AMONG PASSENGER CRUISE CARRIERS.

4. NOT APPLICABLE.

5. NONE.

(Supersedes last restatement dated February 7, 2001.)

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NOTE – Agreement 10071 includes all amendments through No. 29, effective January 13, 2003.

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ARTICLE 1 - FULL NAME OF THE AGREEMENT

The full name of the Agreement shall be "The Cruise Lines International Association Agreement."

ARTICLE 2 - PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to continue an Association which will act pursuant to authority granted the Members under Articles 5 and 9 of this Agreement.

ARTICLE 3 - PARTIES TO THE AGREEMENT

The parties to this Agreement are:

AMERICAN CRUISE LINES, INC.
1 Marine Park
Haddam, CT 06438

AMERICAN HAWAII CRUISES
Robin Street Wharf
1380 Port of New Orleans Place
New Orleans, LA 70130-1890

CARNIVAL CRUISE LINES
3655 NW 87th Avenue
Miami, FL 33178

CELEBRITY CRUISES, INC.
1050 Caribbean Way
Miami, FL 33132

COSTA CRUISE LINES
World Trade Center Building
80 SW 8th Street
Miami, FL 33130-3097

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CRYSTAL CRUISES
2049 Century Park East, Suite 1400
Los Angeles, CA 90067

CUNARD LINE
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

DISNEY CRUISE LINE
210 Celebration Place, Suite 400
Celebration, FL 34747-4600

FIRST EUROPEAN CRUISES
95 Madison Avenue, Suite 1203
New York, NY 10016

HOLLAND AMERICA LINE
300 Elliott Avenue West
Seattle, WA 98119

MEDITERRANEAN SHIPPING CRUISES
420 Fifth Avenue, 8th Floor
New York, NY 10018-2702

NORWEGIAN COASTAL VOYAGE, INC./
BERGEN LINE SERVICES
405 Park Avenue
New York, NY 10022

NORWEGIAN CRUISE LINE
7665 Corporate Center Drive
Miami, FL 33126-1201

ORIENT LINES
1510 SE 17th Street, Suite 400
Fort Lauderdale, FL 33316

PRINCESS CRUISES
10100 Santa Monica Boulevard, Suite 1800
Los Angeles, CA 90067

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RADISSON SEVEN SEAS CRUISES
600 Corporate Drive, Suite 410
Fort Lauderdale, FL 33334

REGAL CRUISES
300 Regal Cruises Way
Palmetto, FL 34221

ROYAL CARIBBEAN INTERNATIONAL
1050 Caribbean Way
Miami, FL 33132

ROYAL OLYMPIC CRUISES
805 Third Avenue
New York, NY 10022

SEABOURN CRUISE LINE
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

SILVERSEA CRUISES, LTD.
110 E. Broward Boulevard
Fort Lauderdale, FL 33301

WINDSTAR CRUISES
300 Elliott Avenue West
Seattle, WA 98119

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ARTICLE 4 - GEOGRAPHIC SCOPE OF THE AGREEMENT

The Association defines its scope by reference to the market served rather than the geographical location of the voyages concerned. Any voyage in respect of which a marketing effort is made in North America falls within the scope of the Association. It is understood that effectiveness and/or approval of this Agreement by the FMC pursuant to the Shipping Act, 1984, and the Shipping Act, 1916, extends only to activities in connection with voyages on which passengers embark or disembark at a United States port.

ARTICLE 5 - AGREEMENT AUTHORITY

The Member Companies of this Association agree:

A. The Association will --

(1) Provide a forum where companies engaged in the marketing of the cruise and passenger liner industry in North America can meet and discuss matters of common interest and develop and agree on activities aimed at promoting and marketing the concept of shipboard holidays;

(2) Represent its Members' views in dealings with Conferences, Associations and/or Agencies of the United States, local or foreign governments in matters related to marketing passenger liner or cruise vessels; and

(3) Represent Member Companies in matters relating to financial responsibility coverage and education of Sellers of Travel.

B. Membership in any other association shall not preclude Membership in this Association. However, the Association may provide for consultation and cooperation with other Conferences, Organizations or Associations, and will utilize its best efforts to provide sellers of travel and interested travel agent associations with reasonable opportunities for dialogue and presentation of views, always reserving freedom of action. The areas of promotion and/or marketing which the Association may implement either on its own or in cooperation with other associations shall include:

(1) Travel seller training;

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(2) Public relations;

(3) Advertising;

(4) Market research;

(5) Cruise market expansion promotional ventures.

However, participation in any such programs shall not limit the right of any Member Company to take independent action.

C. Members of the Association may discuss with each other matters, other than specific rate activities, beyond the authority of this Agreement and within the ambit of the Shipping Act, 1984, and/or the Shipping Act, 1916, with a view to filing modifications to this Agreement with the Federal Maritime Commission. No such modifications will be implemented prior to effectiveness and/or approval under the Shipping Act, 1984, and the Shipping Act, 1916.

D. Member Companies shall notify the Association of the default of an agency or the employment by an agency of any ex-agent, ex-officer or ex-clerk of an agency previously declared in default.

E. The organization of the Association will be as shown in Appendix B.

F. Meetings of representatives of the travel trade industry (Inter-Association Meetings) shall be convened at least annually for the purpose of discussing matters covered by the Association's charter which are of mutual importance to the Association and Sellers of Travel. The President of the Association shall notice the meetings to all Member Companies and serve as Secretary under the direction of the Chairman of the Association. The Chairman of the Association shall chair Inter-Association Meetings.

Inter-Association Meetings shall be attended by the Executive Committee and by a representative of any other such Member Companies as may wish to attend. In addition, the following organizations shall each be invited to send one representative to every Inter-Association Meeting:

(1) American Society of Travel Agents;
(2) Association of Retail Travel Agents;
(3) American Automobile Association;
(4) Alliance of Canadian Travel Associations;

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(5) National Association of Cruise Only Agencies.

G. The Association may agree from time to time to establish cruise industry promotional, educational and travel seller training programs, including FAM trip programs offered on such terms as individual Member lines desire, and may allow travel sellers listed in the Association's Master List of Sellers of Travel to participate in such programs at reduced rates.

H. This Agreement shall apply in respect of the relationship between the Member Companies of this Agreement and Sellers of Travel in the United States and Canada, as set out in Appendix A.

I. Member Cruise Lines may utilize the Association's seal, trademarks, intellectual property and other marketing, promotional or educational materials and information only in connection with the marketing and promotion of cruises of Member Cruise Lines, and for no other purpose. Member Cruise Lines may not sublicense, assign or provide such seal, trademarks or intellectual property, materials or information to any third parties, including affiliates or associates, without the Association's written authorization. The Association's seal, trademarks, intellectual property, materials and information may not be utilized to market or promote non-cruise products or services, including related travel industry products or services provided by Members, or their affiliates and associates. The Association may establish and modify rules applicable to Member Cruise Lines and affiliated Sellers of Travel's use of the Association's seal, trademarks, intellectual property, materials and information.

ARTICLE 6 - OFFICIALS OF AGREEMENT AND DELEGATION OF AUTHORITY

The Member Companies shall authorize individuals to file amendments to this Agreement or any other papers or documents related to this Agreement. At present, and until revoked, the Member Companies authorize the President of the Association to file on their behalf amendments to this Agreement or any papers or documents related to this Agreement.

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ARTICLE 7 - MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

A. Eligibility. Any company (as defined below) is eligible to be a Member provided it (1) is engaged in passenger liner or cruise ship marketing, within the scope defined in Article 4 hereof, on behalf of a company which operates, or demonstrates an intention in good faith to operate, within twelve (12) months of application, one or more cruise vessels carrying passengers on cruises of at least three days' duration, which vessels (a) are at least 2,500 gross registered tons or equivalent British Registered Tons, whichever is larger, and have a capacity of at least 100 passengers per voyage, or (b) have a capacity of at least 80 passengers per voyage, are at least 150 feet overall length, and have a fleet capacity of at least 5,000 passengers per year; (2) generates (or is projected to generate) a minimum of twenty percent (20%) of its corporate cruise revenue from North American sales; (3) maintains an office location and company representative in North America; (4) publishes its cruise brochure/sales materials in English with price statements in United States or Canadian dollars; and (5) meets the conditions stated below in this Article 7.

"Member Company" as used herein refers to a specific trade name under which a passenger liner or cruise ship (or ships) is operated and marketed. If the same entity, or a parent, subsidiary, affiliate, branch or division thereof, operates and markets such ships under more than one trade name, each such trade name operation must meet the qualifications for Membership. Those so qualifying will be granted separate Memberships.

No application shall be refused except for just cause and any such refusal shall be immediately reported to the Federal Maritime Commission with the reasons therefor. "Just cause" shall include illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations on the part of any applicant for membership which are harmful to the cruise industry or the relationships between Member Cruise Lines and sellers of travel or prospective passengers.

B. Admission and Fees. New applicants for Membership which meet the foregoing qualifications will be accepted in the Association and become Member Companies upon signing a counterpart of this Agreement, providing certification of eligibility for membership, including evidence of the existence of a passenger vessel and ownership or operating rights to such vessel, and of the existence of a performance bond, and upon satisfying the financial obligations, as

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set forth from time to time in the Members Fee Schedule adopted by the Membership.

C. Expulsion and Withdrawal.

(1) No Member can be expelled except for failure to abide by the terms and conditions of Membership in the Association, or for just cause as defined in this Article.

(2) Upon recommendation by the Managing Committee, a Member Company may be expelled by majority vote at any duly convened Membership meeting for such failure, provided that thirty (30) days advance written notice shall have been given to such Member Company setting forth the intention to propose expulsion, the reasons therefor, and the right to appear and be heard at the meeting at which such expulsion shall be proposed. Any Member Company shall be free to act independently as to remuneration, choice, and commercial or other relationship with Sellers of Travel, including those not on the Master List of Sellers of Travel, without affecting full membership rights under this Agreement.

(3) Notwithstanding the provisions of Article 7(C)(2) on expulsion upon membership vote, a Member Company shall be expelled automatically in the event that membership dues are not paid in a timely manner, as set forth in the Members Fee Schedule.

(4) Any Member Company may withdraw from the Association by notifying the Association of its intent to do so in writing. Withdrawal shall be deemed effective thirty (30) days from receipt by the Association of such notice of withdrawal.

D. Effect of Withdrawal or Expulsion. A Member Company withdrawing or being expelled shall not be entitled to the refund or cancellation of any part of (1) the operation and maintenance expenses payment obligation which has been apportioned and agreed to by such Member Company prior to notice of withdrawal or expulsion; or (2) its share of additional funding which has been assessed, regardless of whether the additional funding has been spent.

E. Readmission. Any Member Company which voluntarily withdraws may qualify for readmission under this Article, and, if its readmission occurs during the calendar year of its voluntary withdrawal, a second annual assessment shall not apply. An expelled Member Company may qualify for readmission by correction or elimination, as appropriate, of whatever

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condition resulted in expulsion, and/or by payment of any liquidated damages that may have been assessed, and by reapplication in accordance with this Article 7.

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ARTICLE 8 - VOTING AND AMENDMENTS

A. The various voting requirements are set out in Appendix B.

B. This Agreement may be amended by agreement of at least fifty-one percent (51%) of the total number of Member Companies. No such amendment shall become effective unless and until becoming effective and/or approved by the Federal Maritime Commission under the Shipping Act, 1984, and the Shipping Act, 1916.

ARTICLE 9 - DURATION AND TERMINATION OF THE AGREEMENT

A. Duration. This Agreement has been in effect since June 6, 1984. The Agreement shall continue in effect indefinitely unless terminated by the Member Companies pursuant to the terms of this Agreement.

B. Termination. This Agreement may be terminated at any time by mutual agreement of the Member Companies.

ARTICLE 10 – DISPUTE RESOLUTION

Any controversy or claim between the Association and a Member Company arising out of or relating to the Member Company's membership in the Association, whether arising during or after the Member's membership in the organization, which is not resolved within ten (10) business days following delivery of the Association's or Member Company's written notice of intent to arbitrate, shall be determined in arbitration in accordance with the International Arbitration Rules of the American Arbitration Association ("AAA") before a single impartial arbitrator selected by the Association from a list of ten (10) nominees proposed by the AAA from its roster of arbitrators for international arbitrations. The place of arbitration shall be New York, New York. The language of the arbitration shall be English. If at any time there are pending two or more arbitrations under this Article 10 that involve any common parties or issues, the arbitrator in the arbitration first commenced may order any of such arbitrations to be consolidated in whole or in part before him or her as sole arbitrator, if and to the extent the arbitrator deems such consolidation likely to promote fairness and efficiency. Following appointment of the arbitrator, each party shall submit its brief and supporting documents or exhibits to the arbitrator and other party within twenty (20) business days, and each party shall have ten (10) business days to serve any reply brief with documents and exhibits. The arbitrator may convene a hearing not to exceed one (1) day in

duration, and shall issue a final decision and award within thirty (30) business days following service of the reply briefs. The arbitrator shall award the prevailing party its costs and expenses of the arbitration, including reasonable attorneys' fees. The award shall be final and binding on the parties. The prevailing party may apply to a court of competent jurisdiction for an order to enforce its award. However, in the event that equitable or injunctive relief is an appropriate remedy, notwithstanding this provision, either party shall be entitled to apply to a court of competent jurisdiction for the purpose of obtaining equitable or injunctive relief on any matter.

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APPENDIX A

TERMS AND PROVISIONS REGARDING AFFILIATION OF SELLERS OF TRAVEL

Sellers of Travel which comply with the terms and provisions set forth in this Appendix A may become "Affiliated Travel Sellers" and be included on the Association's Master List of Sellers of Travel. Affiliated Travel Sellers are not members of the Association, but shall have the rights and responsibilities set forth in this Appendix A and in rules applicable to Affiliated Travel Sellers which the Association may adopt and modify from time to time.

1. DEFINITION. For purposes of this Agreement, a Seller of Travel (hereinafter "Travel Seller") is defined as any person, entity or department of an entity that is engaged in the business of selling travel or travel related services.

2. TRAVEL SELLER FEES. An application fee of U.S. $80.00 and an Annual Travel Seller Fee of U.S. $219.00, the levels of which may be changed from time to time by the Association, shall be collected for each location at the time of application. Travel Sellers notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; Travel Sellers notified during the last three (3) months of any fiscal year shall pay the full annual fee which shall be credited for the full ensuing fiscal year. Travel Sellers Fees (non-refundable) shall be collected for each location on or before the commencement of each fiscal year and the Association shall thereafter promptly give notice to any Travel Seller from whom it has not received an Annual Travel Seller Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Travel Seller concerned to automatic termination without further notice. Reinstatement can be effected, as of the date of postmark of the delinquent payment, by mailing to the Association the amount of such payment, plus a sum equal to one-half the Annual Travel Seller Fee; said sum being acknowledged by the Association and by the involved Travel Seller as constituting liquidating damages for such delinquency to be applied because the amount of actual damages would be difficult, if not impossible, to ascertain.

3. CONSIDERATION OF APPLICATION. An applicant for listing shall submit a completed application, in a form prescribed by the Association, and tender payment of the application fee and the Annual Travel Seller Fee. When an

applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Sellers of Travel and it shall be promptly notified of that action. In the event an application is denied, notice shall be given containing the reasons for such denial.

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4. PLAN FOR SECURING PERFORMANCE OF LIMITED TRAVEL SELLERS. The Association will arrange coverage to secure performance by Affiliated Travel Sellers of their obligations to Members by engaging a bonding company or establishing a Security Fund under the direction of an Administrator. Such Plan may, from time to time, be changed by the Association. Proof of claims against an Affiliated Travel Sellers shall be filed in accordance with such instructions as are issued by the Association from time to time. Such claims shall be for the net amount of sales. Any remuneration due to the Travel Seller after a default situation shall revert to the Administrator paying the claim as salvage.

5. CONDITIONS FOR TRAVEL SELLER AFFILIATION. The Conditions governing the relationship between Affiliated Travel Sellers and Association Members are set forth in CLIA's new member kit and, upon request, are available for an applicant's advance review. These Conditions are as follows:

(a) ACCOUNTABILITY - You are responsible to account for proprietary documents of Member Cruise Lines and to maintain records relating to Member Cruise Lines' transactions. Such accounting and records will be available for review by the Member Cruise Line concerned during normal business hours.

(b) TICKETING, REMITTANCES, AND REMUNERATION - In accordance with each Member Cruise Line's policies.

(c) PROMOTION - You may display the CLIA seal on your promotional pieces related to the development of the business of Member Cruise Lines and are encouraged to do so. Of course, such promotional pieces should conform to truth and good taste. You are responsible for the accuracy of your promotional pieces and for compliance with applicable governmental requirements. CLIA will make every attempt to assist you when and where possible. The CLIA seal, trademarks, intellectual property and marketing, promotional or educational materials and information created or developed by CLIA may be used only in connection with the marketing and promotion of cruises of Member Cruise Lines, and for no other purpose, including marketing or promotion of any other cruises or non-cruise products or services. Affiliated Travel Sellers may not sublicense, assign or provide such seal, trademarks, intellectual property, materials or information to

any third parties, including affiliates or associates, without CLIA's written authorization.

(d) CHANGES AFFECTING THE STATUS OF TRAVEL SELLERS - In order to assist us in the accurate maintenance of our records, promptly advise us of any changes which alter the data you have provided in your application. If a change of ownership occurs, the new owner must meet the requirements for Travel Seller listing. A change affecting ownership may require payment of a new Annual Travel Seller Fee, as set forth in the Statement of Policy and Procedure on file and available for review at the principal office of CLIA and at the offices of each Member Cruise Line. We will advise you further of those instances as they may become applicable to you.

(e) TERMINATION OF YOUR AFFILIATION - Whenever requested by you, your Travel Seller affiliation can be terminated. To insure a request for termination is accurately transmitted, please notify us in writing. Unfortunately, your Annual Travel Seller Fee cannot be refunded. In addition, any of the following circumstances may, in the sole discretion of CLIA, result in an involuntary termination of affiliation without refund of your Annual Travel Seller Fee: (1) bankruptcy; (2) insolvency; (3) failure to effect timely payments to the Member Cruise Lines and/or timely refunds to your clients; (4) absconding; (5) the mishandling of funds or proprietary documents exchanged through you, which funds or proprietary documents you agree to hold in trust; (6) a breach of any Travel Seller Condition; (7) misappropriation or conversion of client funds; (8) misrepresentation, misappropriation or misuse of CLIA's name, seal, trademarks, or any CLIA materials provided to you for the purpose of promoting its Member Cruise Lines; or (9) any illegal activity, other wrongful or tortious conduct, or activities, policies, affiliations or associations which are harmful to the cruise industry or relationships between Member Cruise Lines and sellers of travel or prospective passengers. Failure to pay the Annual Travel Seller Fee in a timely manner will result in automatic termination of your affiliation.

(f) YOUR RIGHTS - Should an event occur which presents grounds for involuntary termination, you will be notified and given the opportunity to address the allegations prior to a declaration of involuntary termination. In the event that your affiliation actually is involuntarily terminated, you again will be notified and will be given the opportunity to receive a review and a reinstatement. The procedures for notice, review, and reinstatement are contained in the Statement of Policy and Procedure on file and available for review at the principal office of CLIA and at the offices of each Member Cruise Line.

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(g) OUR RIGHTS - In the unlikely event that your affiliation should be involuntarily terminated as provided above, you agree to hold harmless the Association and any of its Member Cruise Lines and their respective officers and employees for any loss, injury or damage related to a declaration of involuntary termination. You further agree to indemnify the Association and any of its Member Cruise Lines for any losses they may sustain as a result of the loss of documents or funds for which you have responsibility. Additionally, no claim for loss, injury or damage shall be made against the Association or its Member Lines regarding any good faith communication made in connection with the processing of an application for Affiliation. The rights of the Association and its Member Cruise Lines which will affect your dealings with them as an Affiliated Travel Seller are contained in the Statement of Policy and Procedure on file and available for review at the principal office of CLIA and at the offices of each Member Cruise Line.

(h) NON-AFFILIATED TRAVEL SELLERS - As part of the democratic process as it may relate to restraint of trade, we both agree that we cannot debar Travel Sellers which choose not to subscribe to these Conditions and Member Cruise Line Companies from doing business with one another on any terms to which they may agree.

(i) DISPUTES – Any controversy or claim between the Association and a Seller of Travel on the Master List, whether arising during or after the Seller of Travel's inclusion on the master list, other than a matter submitted for Review pursuant to Sections B.3, B.4, B.5 and B.6 of the Statement of Policy and Procedure set forth in this Appendix A, shall be resolved by arbitration in the manner set forth in Article 10 of the Agreement.

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STATEMENT OF POLICY AND PROCEDURE

(To be maintained at the principal office
of CLIA and at the offices of Member Cruise Lines;
available to Applicants and to Listed Travel Sellers upon request.)

A. TRAVEL SELLER FEES.

An Annual Travel Seller Fee of U.S. $219.00, the levels of which may be changed from time to time by the Association, shall be collected for each location on or before the commencement of each fiscal year. When the Association is notified of a change in the form of ownership or in control, or the ability to control management of the Travel Seller, a new Annual Travel Seller Fee will be collected from the new owners for each Travel Seller location affected.

B. THE RIGHTS OF AFFILIATED TRAVEL SELLERS.

1. INVOLUNTARY TERMINATION OF AFFILIATION: NOTICE AND OPPORTUNITY TO BE HEARD. Should the Association determine that an event has occurred which gives rise to grounds for an involuntary termination of affiliation, the Travel Seller shall be notified of such grounds and shall be granted a reasonable opportunity to dispute the grounds for involuntary termination. Should the Association thereafter determine that involuntary termination is warranted, the Member Companies and the Travel Seller shall simultaneously be notified that affiliation has been terminated, stating the reasons therefor. Notice shall be given by certified mail, return receipt requested.

2. EFFECT OF INVOLUNTARY TERMINATION OF AFFILIATION. The involuntary termination of an Travel Seller's affiliation for any of the causes listed in Condition (e) to Conditions for Travel Seller Affiliation shall be deemed sufficient cause for cancellation and removal of the Travel Seller's name from the Master List of Sellers of Travel.

3. OPPORTUNITY FOR REVIEW. The Travel Seller will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Travel Seller must exercise such right within fifteen (15) days from the date of the Association's certified mail notice.

4. REVIEW. It is envisioned that in most instances resolution of the alleged violation will be obtained via an exchange of dialogue and pertinent exhibits between the Travel Seller and the Association and/or the Member Cruise

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Line(s) concerned. However, should there be disputed issues of fact or law, the Travel Seller may request that the matter be referred to a more formal Review Board.

5. REVIEW BOARD. The Review Board shall consist of one representative chosen by the Travel Seller, one representative designated by the Association, and a third mutually acceptable party. If mutual acceptance cannot be obtained, the third party shall be designated by the American Arbitration Association.

6. DECISION. The decision of the Review Board shall be final.

7. REINSTATEMENT. If, as a result of the dialogue between the Travel Seller and the Association and/or the Member Cruise Line(s) referred to above, the Travel Seller settles all claims in full, reinstatement shall be automatic. If the matter is referred to a Review Board, reinstatement shall be in accordance with the decision reached by the Review Board.

C. THE RIGHTS OF THE ASSOCIATION AND ITS MEMBER CRUISE LINES.

1. RELIEF FROM RECOURSE. The Association shall not be responsible for any losses caused to the Travel Seller due to any action taken by the Association pursuant to any of the Conditions for Travel Seller Affiliation.

2. FAILURE TO ACT UPON ANY DEFAULT. Such failure shall not be deemed a waiver thereof by the Association or the Member Cruise Line involved nor a general waiver of any such acts or omissions; nor shall such failure be deemed to operate as a relinquishment of rights against the Travel Seller in respect of any other acts or omissions by the Travel Seller.

3. RIGHTS SEVERAL, NOT JOINT. The powers, rights, privileges, immunities and duties of the Member Cruise Line Companies are several and not joint.

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(Attached is a sample of the Application)

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CRUISE LINES INTERNATIONAL ASSOCIATION
2001 AFFILIATION APPLICATION

IMPORTANT! Applicants must complete all of the following information.
Recently opened agencies may answer applicable questions only.
MAIL TO: CLIA, 500 FIFTH AVENUE, SUITE 1407, NEW YORK, NY 10110
FAX TO: 212-921-0549 OR JOIN ONLINE BY VISITING WWW.CRUISEASSOC.COM

CLIA affiliate membership is based on a calendar year. This application affords membership in 2001. Application areas highlighted with a box require total completion for affiliate membership processing.

1. Agency Address/Telephone Number/E-Mail Address

Name of Agency

Street Address *(Required...we cannot deliver to P.O. Box locations)*

City State/Province Zip/Postal Code

( ) ( )
Telephone Number *(Local # only...No 800#s)* Fax Number

Agency E-Mail Address

Web Address *(Please denote exact usage of caps, www or http)*

2. Please enter existing ARC/IATA number if applicable:

Are you currently in the process of ARC/IATA application? ☐ Yes ☐ No

3. Type of ownership (Check one). MUST BE COMPLETED
a) ☐ Sole Proprietorship b) ☐ Partnership c) ☐ Corporation

4. If your business is NOT ARC/IATA, provide your federal tax ID number_____

5. Is your business location also a residence?
a) ☐ Yes b) ☐ No

If yes, please send along a copy of your local business or commercial registration/license with this application, if applicable.

6. Name(s) of owner/manager serving as key agency contact

Name(s)

Title

7. Does your agency have one of the following insurances?
a) ☐ Errors & Omissions b) ☐ A Bond c) ☐ $Value:_____

8. Is your office a:
a) ☐ single entity b) ☐ home office c) ☐ branch office

9. If applicable, furnish the name and location of home office with which affiliated:

Name ARC/IATA/CLIA#

Full Address

10. Year started in business_____

11. Total number of employees:
a) Full-Time _____ b) Part-Time _____
c) Independent Contractors _____ d) Outside Sales Agents _____

12. Your agency is/You are:
a) ☐ A full service ARC agency d) ☐ Outside Sales Agent
b) ☐ A cruise division of a full service agency
c) ☐ A cruise oriented/non-ARC agency e) ☐ Independent Contractor

13. How many of your employees focus their sales efforts **primarily** on cruise vacations?_____

14. Total agency annual sales (total agency volume)
a) ☐ Less than $500,000 d) ☐ $5,000,000-$10,000,000
b) ☐ $500,000-$999,999 e) ☐ Over $10,000,000
c) ☐ $1,000,000-$4,999,999

15. What is your approximate percentage of:
a) Leisure Business _____ %
b) Corporate Business _____ % = 100%

16. Number of ***individual cruise passengers*** booked in the past year:
1) ☐ 1-25 5) ☐ 251-500
2) ☐ 26-50 6) ☐ 501-1,000
3) ☐ 51-100 7) ☐ 1,001-2,000
4) ☐ 101-250 8) ☐ 2,001 +

17. Cruises are what percentage of your agency's total business?
a) ☐ 0-20% d) ☐ 61-80%
b) ☐ 21-40% e) ☐ 81-100%
c) ☐ 41-60%

18. What is the approximate percentage of cruises booked through your agency in the price ranges listed below.
a) Under $200 per day _____ %
b) $200-$399 per day _____ %
c) $400 or more per day _____ % = 100%

19. To what destinations do you routinely sell cruises?
(Please check your top five destinations)
a) ☐ Adventure Cruises
b) ☐ Alaska
c) ☐ Asia/Orient
d) ☐ Bahamas
e) ☐ Bermuda
f) ☐ Canada/New England
g) ☐ Caribbean (Incl. Mexico East)
h) ☐ Europe/Russia/Baltic (Incl. Trans Atlantic)
i) ☐ Hawaii/South Pacific
j) ☐ Mediterranean
k) ☐ Trans-Canal
l) ☐ West Coast/Mexico
m) ☐ Other
n) ☐ Africa
o) ☐ South America
p) ☐ World Cruises

1A1

20. Annual Dues.....$299.00
One-time application fee.....$ 90.00
Total Due **$389.00**

Method of payment
☐ Check enclosed (payable to CLIA, U.S. Currency)
☐ MasterCard ☐ Visa ☐ American Express

Credit Card Number *Exp. Date*

Cardholder Name

Cardholder Signature

I hereby attest that all the information indicated above is true and accurate to the best of my knowledge. I further assure that in selling cruises I will comply with all applicable federal, state, local and municipal laws governing such activity.

CLIA-Affiliated Applicant (Signature Required) **DATE**

INTERNET LEAD REFERRAL INFORMATION

All CLIA-affiliated travel agencies receive a free listing in the Travel Agency Locator section of our website, *www.cruising.org*, designed to provide your agency cruise prospect lead referrals. Please tell us how you would like your agency information to appear in this listing. ***You may provide*** a P.O. Box address or a different telephone number or contact name than the mailing information above. Or, you can choose to omit any of the above information. ***You cannot use*** a different agency name or list information not provided here. If you do not complete this section, your agency will appear with the mailing information above.

☐ a) YES, We wish to be listed online with our above mailing information. ☐ c) NO, We do not wish to be listed online.

☐ b) YES, We wish to be listed online. Please use the following information.

Street address

City State/Province Zip/Postal code

Telephone Contact Title

Would you like to receive cruise information via E-Mail? ☐ Yes ☐ No

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CRUISE LINES INTERNATIONAL ASSOCIATION
2001 AFFILIATION APPLICATION

IMPORTANT! Applicants must complete all of the following information.
Recently opened agencies may answer applicable questions only.
MAIL TO: CLIA, 500 FIFTH AVENUE, SUITE 1407, NEW YORK, NY 10110
FAX TO: 212-921-0549 OR JOIN ONLINE BY VISITING WWW.CRUISEASSOC.COM

CLIA affiliate membership is based on a calendar year. This application affords membership in 2001. Application areas highlighted with a box require total completion for affiliate membership processing.

1. Agency Address/Telephone Number/E-Mail Address

   Name of Agency

   Street Address *(Required...we cannot deliver to P.O. Box locations)*

   City State/Province Zip/Postal Code

   ( ) . ( )
   Telephone Number *(Local # only...No 800#s)* Fax Number

   Agency E-Mail Address

   Web Address *(Please denote exact usage of caps, www or http)*

2. Please enter existing ARC/IATA number if applicable:

   Are you currently in the process of ARC/IATA application? ❑ Yes ❑ No

3. Type of ownership (Check one). MUST BE COMPLETED
   a) ❑ Sole Proprietorship b) ❑ Partnership c) ❑ Corporation

4. If your business is NOT ARC/IATA, provide your federal tax ID number_____

5. Is your business location also a residence?
   a) ❑ Yes b) ❑ No

   If yes, please send along a copy of your local business or commercial registration/license with this application, if applicable.

6. Name(s) of owner/manager serving as key agency contact

   Name(s)

   Title

7. Does your agency have one of the following insurances?
   a) ❑ Errors & Omissions b) ❑ A Bond c) ❑ $Value:_____

8. Is your office a:
   a) ❑ single entity b) ❑ home office c) ❑ branch office

9. If applicable, furnish the name and location of home office with which affiliated:

   Name ARC/IATA/CLIA#

   Full Address

10. Year started in business_____

11. Total number of employees:
    a) Full-Time _____ b) Part-Time _____
    c) Independent Contractors _____ d) Outside Sales Agents _____

12. Your agency is/You are:
    a) ❑ A full service ARC agency d) ❑ Outside Sales Agent
    b) ❑ A cruise division of a full service agency
    c) ❑ A cruise oriented/non-ARC agency e) ❑ Independent Contractor

13. How many of your employees focus their sales efforts **primarily** on cruise vacations?_____

14. Total agency annual sales (total agency volume)
    a) ❑ Less than $500,000 d) ❑ $5,000,000-$10,000,000
    b) ❑ $500,000-$999,999 e) ❑ Over $10,000,000
    c) ❑ $1,000,000-$4,999,999

15. What is your approximate percentage of:
    a) Leisure Business _____ %
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    a) Under $200 per day _____ %
    b) $200-$399 per day _____ %
    c) $400 or more per day _____ % = 100%

19. To what destinations do you routinely sell cruises?
    (Please check your top five destinations)
    a) ❑ Adventure Cruises i) ❑ Hawaii/South Pacific
    b) ❑ Alaska j) ❑ Mediterranean
    c) ❑ Asia/Orient k) ❑ Trans-Canal
    d) ❑ Bahamas l) ❑ West Coast/Mexico
    e) ❑ Bermuda m) ❑ Other
    f) ❑ Canada/New England n) ❑ Africa
    g) ❑ Caribbean (Incl. Mexico East) o) ❑ South America
    h) ❑ Europe/Russia/Baltic (incl. Trans Atlantic) p) ❑ World Cruises

1FX

20. Annual Dues.....$299.00
    One-time application fee.....$ 90.00
    Total Due **$389.00**

    Method of payment
    ❑ Check enclosed (payable to CLIA, U.S. Currency)
    ❑ MasterCard ❑ Visa ❑ American Express

    Credit Card Number *Exp. Date*

    Cardholder Name

    Cardholder Signature

    I hereby attest that all the information indicated above is true and accurate to the best of my knowledge. I further assure that in selling cruises I will comply with all applicable federal, state, local and municipal laws governing such activity.

    CLIA-Affiliated Applicant (Signature Required) **DATE**

INTERNET LEAD REFERRAL INFORMATION

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❑ a) YES, We wish to be listed online with our above mailing information. ❑ c) NO, We do not wish to be listed online.

❑ b) YES, We wish to be listed online. Please use the following information.

Street address

City State/Province Zip/Postal code

Telephone Contact Title

Would you like to receive cruise information via E-Mail? ❑ Yes ❑ No

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APPENDIX B

ORGANIZATION AND FUNDING

1. ORGANIZATION.

A. Managing Committee. The governing body of the Association shall be the Managing Committee which shall consist of a designated representative of each Member Company who shall be empowered to act and make binding decisions on behalf of his company.

B. Officers. A Chairman, a Vice-Chairman, four (4) At-Large Committee Members, and such other officers as may be required shall be elected from among the Member Companies by the Managing Committee and each shall serve a term of office of twenty-four (24) months and may be re-elected for one (1) continuing term, except for the Chairman, whose term of office, as Chairman, and the Vice-Chairman, whose term as Vice-Chairman, will be limited to one (1) two-year period. The terms of office of Chairman and Vice-Chairman shall commence on July 1 of even numbered years. In the event a Chairman resigns, the Vice-Chairman will replace the outgoing Chairman, for the following term of office: (1) the remainder of the Chairman's term plus two (2) years, if the remainder of the term is less than eighteen (18) months; or (2) the remainder of the Chairman's term, if the remaining term is greater than eighteen (18) months. The terms of office of At-Large Committee Members will commence on July 1 of odd years. Only officially designated Member Line representatives are eligible for the offices of Chairman, Vice-Chairman, and At-Large Committee Member. The President of the Association shall be employed pursuant to contract terms.

C. Committees.

(1) Executive Committee. There shall be an Executive Committee including the Chairman, the Vice-Chairman, four (4) or more At-Large Committee Members as determined by the Managing Committee, and the Marketing Committee's Chairman. No more than two (2) members of the Executive Committee other than the Marketing Committee's Chairman may be employees or officers of the same Member Company or related Member Companies (defined as having 25% or more common ownership) provided, however, that in the event more than two (2)

members of the Executive Committee, including the Marketing Committee's Chairman, are employees or officers of the same Member Company or related Member Companies, as defined above, the committee members from such Member Company or related Member Companies shall as a group cast no more than two votes on any matter. The President of the Association shall be a non-voting member of the Executive Committee. The Chairman and the Vice Chairman of the Executive Committee may not be employees or officers of the same Member Company or related Member Companies. If, for whatever reason, more than two Executive Committee positions, other than the position held by the Marketing Committee's Chairman, are held by representatives of the same Member Company or related Member Companies, as defined above, all but two (2) such positions must be resigned immediately. Vacancy(ies) in the Executive Committee positions will be filled in accordance with the procedures applicable to resignation of the committee member as stated in paragraphs 1(B) and 1(C)(2) of this Appendix B, or, where no procedure is stated, at the next Managing Committee meeting based on Nominating Committee recommendations. In the interim, the Executive Committee will continue at a reduced level until the position is filled. The Executive Committee will oversee the Association's operating activities between meetings and will maintain the financial integrity of the approved Managing Committee Plan and Budget. Plan variances in excess of 10% of the aggregate revenue or expense will require approval of the full Managing Committee. All policy matters will be approved by the full Managing Committee in order to become accepted policy.

(2) Marketing Committee. There shall be a Marketing Committee, comprised of representatives of Member Companies, which will provide for geographic and product representation. The Executive Committee will appoint a Chairman of the Marketing Committee, who shall serve a term of office of twenty-four (24) months, commencing on July 1 of even numbered years. In the event of the resignation of a Marketing Committee Chairman, the Executive Committee will appoint an acting Chairman of the Marketing Committee to serve the remainder of the Chairman's term of office. All Members of the Marketing Committee may serve for successive one-year terms. Although the Managing Committee is the governing body of the Association and as such is the ultimate decision-making authority, the Marketing Committee has the authority to implement programs it has planned which have been conceptually approved by the Managing Committee. At no time may the Chairman of the Marketing Committee and the Chairman of the Executive Committee be from the same Member Company or related Member Companies. If a

Corporate or voluntary personnel change creates a situation in which the previous sentence is violated, then either the Chairman of the Marketing Committee or the Chairman of the Executive Committee must resign immediately. The Nominating Committee will then nominate a candidate for action at the next Managing Committee Meeting.

(3) Nominating Committee. There shall be, as necessary, a Nominating Committee, responsible for recommending candidates for the offices of Chairman, Vice-Chairman, and At-Large Committee Member to the Managing Committee. The Nominating Committee shall be comprised of all past Chairmen of the Association, and such additional members, selected by the Nominating Committee Chairman, as necessary to insure representation by all sizes of Member Lines. The immediate past Chairman of the Association shall serve as the Nominating Committee Chairman. Members of the Committee must be officially designated Member Line representatives.

(4) Other Committees. Additional standing or temporary committees may be created and assigned duties by the Managing Committee or Executive Committee as considered necessary. Unless otherwise agreed, the findings of such additional committees shall be recommendatory only.

D. Staff Officers. The Managing Committee may appoint Staff Officers of the Association who shall be employees of the Association. Under the direction of the Managing Committee and/or the Executive Committee and/or the Marketing Committee, as appropriate, they shall be responsible for fulfillment of such assigned duties as are consistent with the purposes of the Agreement.

E. Meetings, Quorum, Decisions, Minutes. At least (2) two Managing Committee meetings shall be held each year at a time, date and place as agreed. Ordinarily, meetings will be held at the call of the Managing Committee Chairman. However, any Member Company, with the endorsement of at least two (2) other Member Companies, or a Staff Officer, with the endorsement of the Managing Committee Chairman, may request a special meeting of the Managing Committee for a special purpose. Upon receipt by a Staff Officer of such a request (or upon receipt of the Chairman's approval of a Staff Officer's request), a meeting will be convened within thirty (30) days. Every effort will be made to assure receipt by Members of docketed agenda items at least ten (10) days prior to the meeting. If agreed, additional items not docketed may be discussed. Decisive actions of the Managing Committee shall be considered confirmed when taken. Quorums shall consist of fifty-one percent (51%) of the Member Companies. If the Member Company seeking the meeting so stipulates, the meeting shall be held without a quorum. However, no action may be taken without the agreement of at least a simple majority (51%) of the total Member Companies of the Association unless

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otherwise specifically provided herein. Vote may be made by proxy, but no Member Company can hold more than two (2) proxies and the Chairman cannot hold proxies. A report of all meetings of the Managing Committee within the scope of this Agreement, specifying any action taken, including action resulting from mail or telephone ballot, shall be prepared and promptly transmitted to the Federal Maritime Commission.

2. OPERATION AND MAINTENANCE EXPENSE. The Association's fiscal year shall coincide with the calendar year. The cost of the operation and maintenance of the Association shall be supported by annual assessment among the Member Companies, which shall be paid in advance on or before January 1 of each year, and by collection of annual fees from Sellers of Travel, both of which shall be at levels fixed by the Managing Committee. Companies joining the Association shall be guided by Article 7 of the Agreement in respect of financial responsibility.

3. NOTICES. Any period of notice provided for in the Agreement shall be given in writing and shall commence upon date of receipt.

4. FINANCIAL RESPONSIBILITY.

A. The Marketing Committee will present its recommendation for an overall annual budget to the Managing Committee for its approval. Once approved, the Marketing Committee has the authority to effect lateral shifts in funding provided such shifts:

(1) Are within the same broad activity (i.e., within the broad scope of training activities, or within the broad scope of public relations, and the like, but not from training activities to public relations, or vice versa, and the like); and

(2) Do not raise the level of the overall approved budget.

B. Should the Marketing Committee discover training and/or promotional opportunities or the expansion of existing programs which it pr[illegible] to have funded after the overall budget has been approved by the Managing Committee, such funding can be assumed, provided the level of the overall budget is not increased by more than five percent (5%).

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C. Should such opportunities or expansions result in an increase in the level of the overall budget of more than five percent (5%), the Chairman of the Marketing Committee will issue a memorandum to the Executive Committee setting forth the amount of additional funding requested and suitable explanatory justification therefor. Provided the additional funding requested does not exceed ten percent (10%) of the overall annual budget, the Executive Committee shall, within seven (7) days from receipt of the request, advise the Chairman of the Marketing Committee of its decision.

D. A request from the Marketing Committee Chairman to the Executive Committee for additional funding beyond ten percent (10%) of the overall annual budget shall be referred by the Executive Committee to the full Managing Committee for decision.

E. It is understood that all requests for additional funding shall not be committed unless and until written approval has been obtained.

F. Any additional funding required and approved will be apportioned amongst the Member Companies on the same basis as the Annual Supplemental Fee, or as may be otherwise agreed.

G. It is further understood that the Marketing Committee's overall budget shall be regarded as an expense budget, not a revenue budget. That is, additional revenues which may be derived by way of new Member Companies or by way of investment earnings shall not be used to balance the budget nor should they be considered available for any additional spending.

5. COMPLIANCE WITH LAW. The Member Companies agree to comply with applicable governmental laws related to the operation of CLIA.

6. MEMBER COMPANIES' FEES. This glossary is to ensure a common understanding by all concerned of the several fees applicable to a CLIA Member Company. When the subject of the Members' fees is addressed either orally or in writing, use of the proper term only will assure continued understanding by all parties.

A. Admission Fee - A one-time charge applied to a Member Company as a "buy-in" of its equity in the Association's activities. The admission

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fee must be tendered in advance of acceptance, and will be returned in the event that the applicant is not accepted as a Member Company. The Admission Fee shall be as determined from time to time by the Managing Committee. At present, the Admission Fee is U.S. $30,000.00.

B. Annual Budget/Member Line Financial Obligations - Each Member Line has an obligation to pay on a timely basis its fair share of CLIA's annual Member Line Apportionment budget.

Each Member Line's total payment is based upon the sum of two components.

(i) Annual Basic Fee - fifty percent (50%) of CLIA's total apportionment budget is allocated equally among all existing Member Lines.

(ii) Annual Supplemental Fee - Each Member Company's proportional share of the Association's total annual operating budget after deduction of the collective Annual Basic Fees. Such share is determined via a formula consisting of three elements, i.e., (a) number of lower beds per ship, (b) number of annual operating days per ship, and (c) percentage of annual sales expected to be made in North America per ship. The twenty percent (20%) minimum North American corporate sales requirement for membership eligibility shall be the minimum basis for the annual sales element of the formula for apportionment calculations. This fee is the second of two portions of each Member Company's Current Annual Assessment. The Annual Supplemental Fee for an applicant shall be determined as though such applicant were a Member Company for the full calendar year.

The three formula factors referred to above are interpreted as follows:

(a) Total Number of Lower Beds - This figure should represent the total number of lower beds indicated in the current brochure of the Member Company or Applicant.

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It should not be determined by the number of beds that are expected to be sold during the calendar year. Expressions such as "Queen," "King" or "Oversize" beds are regarded as two (2) lowers and the word "Sofa" is regarded as one (1) lower. Any individual cabin has a maximum of two lower berths for CLIA apportionment purposes. The only exception would be in instances of cabin reconfigurations which have not been reflected in the Line's latest brochure.

(b) Operating Days - This figure should represent the total number of days in a calendar year during which the ship will be earning revenue via passenger occupancy, including occupancy via charter. In most instances, the figure should be three hundred and sixty-five (365) less drydock days and dead-head days or turn-around days which exceed twenty-four (24) hours and during which no passengers are embarked.

(c) Expected Percent of Sales - This figure should represent the best estimate of the Member Company of where its sales for the calendar year will be made, i.e., the percent expected from North America (minimum 20% for all Member Lines joining CLIA after July 1, 1991) versus the percent expected from elsewhere. For purposes of this clarification, North America includes Canada, the fifty United States, Mexico, the countries of Central America and the island countries or United States possessions or territories in the Caribbean.

The annual Member Line Apportionment obligation for an applicant must be tendered in advance of acceptance to membership, and will be returned in the event that the applicant is not accepted as a Member Company.

CLIA's maximum Apportionment budget for the ensuing year will be voted on at the June Managing Committee meeting. A commitment letter notifying each Member Line of its estimated share of the Apportionment budget will be sent

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by August 15. Member Lines are required to sign and return the commitment letter to CLIA by September 1. The signed commitment letter represents a binding obligation for payment, fixed as of the date of signature. Any Member Line thereafter withdrawing or being expelled from membership will continue to be responsible for payment of the amount stated therein.

Full payment of a Member Line's Apportionment obligation is due by January 15 of a new fiscal year. Late payees will be charged a monthly penalty at one (1) percentage point over the existing prime rate. Any Member Lines who have not paid their Apportionment obligations in full by February 15 will be expelled automatically from membership and will not be included in any of the year's subsequent promotional materials or activities.

C. Current Annual Assessment Adjustments - At the close of each calendar year each Member Company will advise the Association of any changes during the year just ended in respect of the number of lower beds per ship, the number of annual operating days per ship, and the percentage of sales per ship actually made in North America, minimum twenty percent (20%) for all Member Lines joining CLIA after July 1, 1991 (versus the expected percentage). The Association will recalculate each Member Company's Current Annual Assessment and will apply a credit or debit, as appropriate, to the Current Annual Assessments for the ensuing calendar year. The Current Annual Assessment of an applicant cruise company will not be adjusted during its first partial year of Membership.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the below listed parties, constituting the Member Lines of the Cruise Lines International Association ("CLIA"), have caused FMC Agreement No. 203-010071-025 to be executed on their behalf by their authorized representative, James G. Godsman, President of CLIA, this 30th day of January, 2001.

American Cruise Lines, Inc.
American Hawaii Cruises
Carnival Cruise Lines
Celebrity Cruises, Inc.
Costa Cruise Lines
Crystal Cruises
Cunard Line
Disney Cruise Line
First European Cruises
Holland America Line
Mediterranean Shipping Cruises
Norwegian Coastal Voyage, Inc./Bergen Line Services
Norwegian Cruise Line
Orient Lines
Princess Cruises
Radisson Seven Seas Cruises
Regal Cruises
Royal Caribbean International
Royal Olympic Cruises
Seabourn Cruise Line
Silversea Cruises, Ltd.
Windstar Cruises

James G. Godsman, President of CLIA
and duly authorized representative
of the CLIA Member Lines

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