

(FMC Agreement No. 201089-001

FIRST AMENDMENT TO  
PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT  
AMONG  
BROWARD COUNTY,  
WORLDWIDE SHORE SERVICES, INC.  
AND  
CARNIVAL CORPORATION



**FIRST AMENDMENT TO PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT**

This First Amendment Agreement by and among:

**BROWARD COUNTY**  
a political subdivision of the State of Florida,  
hereinafter referred to as  
"COUNTY", through its Board of County Commissioners,

and

**WORLDWIDE SHORE SERVICES, INC.**  
a Washington corporation authorized to conduct business in the State of Florida,

and

**CARNIVAL CORPORATION**  
a Panama corporation authorized to conduct business in the State of Florida

**WITNESSETH:**

**WHEREAS**, COUNTY owns and operates Port Everglades, a deep water port located in Broward County, Florida; and

**WHEREAS**, Worldwide Shore Services, Inc. (hereinafter called "WSS") a Washington corporation and a franchised steamship agent for CARNIVAL LINES (as defined below) is authorized and qualified to conduct business in the State of Florida; and

**WHEREAS**, CARNIVAL CORPORATION, a Panama corporation is authorized and qualified to conduct business in the State of Florida (hereinafter called "GUARANTOR"); and

**WHEREAS**, WSS as the authorized representative for Holland America Line, Costa Crociere S.p.A, Cunard Line, Seabourn Cruise Line, Carnival Cruise Lines and any other multi-day passenger cruise line that is now or hereinafter acquired by Carnival Corporation (individually, a "CARNIVAL LINE" and cumulatively, the "CARNIVAL LINES"), entered into



a wharfage and dockage Agreement with COUNTY dated August 31, 1999 ("Agreement");  
and

**WHEREAS**, CARNIVAL LINES annually docks vessels totaling over eleven million gross registered tons at Port Everglades, creating a significant, positive impact on Broward County; and

**WHEREAS**, the Parties desire to amend the Agreement to provide for a one-year adjustment in tariff charges and extend the term of the Agreement by one (1) year.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3, entitled EFFECTIVE DATE; TERM** is hereby amended to read as follows:

This Agreement shall be effective as of October 1, 1999 ("Commencement Date") and shall be for a term of ~~ten (10)~~ eleven (11) years commencing upon the Commencement Date ("Term").

2. **Section 4, entitled FACILITIES; PREFERENTIAL BERTHING RIGHTS** is hereby amended to read as follows:

A. Passenger berthing facilities will continue to be assigned by COUNTY, pursuant to requirements in subsection B, (below), to reflect current service levels, which require three designated passenger berths on Sundays and ~~two~~ three designated passenger berths on Saturdays, where one such passenger berth on each day shall be Berth 26, as such levels may increase consistent with the Minimum Guarantees specified in Section 7. The other passenger berths as assigned by the Port shall be from among 19,



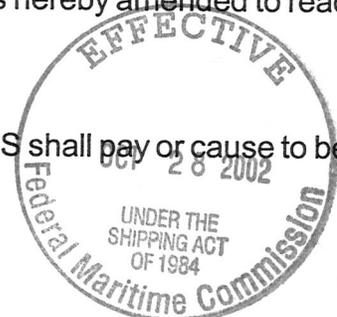
21, 24, 25, 29 or other passenger berths which are in substantial conformance with the standards and characteristics of the aforementioned passenger berths. For days other than Saturday and Sunday, a minimum of one passenger berth shall be assigned which is Berth 26 as per the requirement of subsection B below, such number subject to increase consistent with the Minimum Guarantees specified in Section 7. On any day (weekday or weekend) where additional passenger berths are requested by WSS, Port Everglades shall assign passenger berths from among 19, 21, 24, 25, 29 or other passenger berths which are in substantial conformance with the standards and characteristics of the aforementioned passenger berths. The Port Department agrees to continue its long-standing policy of making a reasonable and good faith effort to provide passenger berthing, port services and related port and terminal facilities for service levels which exceed said berth requirements described above. Port Department agrees to make a reasonable and good faith effort to provide additional passenger berthing, port services and related port and terminal facilities (excluding new construction) reasonably required by WSS for the CARNIVAL LINES in the future for additional and expanded services.

...

F. If COUNTY elects to redevelop Berth 27, it shall discuss arrangements with WSS pursuant to which in exchange for WSS paying for a portion of the redevelopment costs, WSS will be granted Preferential Berthing Rights of the same nature as is provided in this Agreement as to Berth 26.

3. **Section 5, entitled PASSENGER WHARFAGE RATES** is hereby amended to read as follows:

A. During Fiscal Years 2000, ~~and 2001,~~ and 2003 WSS shall pay or cause to be



paid to COUNTY, passenger wharfage charges for CARNIVAL LINES' passengers at seventy-six percent (76%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 5.C. hereinbelow; and

B. Except for Fiscal Year 2003, during Fiscal Years 2002 through and including ~~2009~~2010, WSS shall pay or cause to be paid to COUNTY, passenger wharfage charges for CARNIVAL LINES' passengers at eighty percent (80%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 5.C. hereinbelow; and

...

4. **Section 6, entitled DOCKAGE RATES** is hereby amended to read as follows:

A. During Fiscal Years 2000, and 2001 and 2003 WSS shall pay or cause to be paid to COUNTY, dockage charges for CARNIVAL LINES' vessels, at seventy-six percent (76%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 6.C. hereinbelow; and

B. Except for Fiscal Year 2003, during Fiscal Years 2002 through and including ~~2009~~ 2010, WSS shall pay or cause to be paid to COUNTY, dockage charges for CARNIVAL LINES' vessels, at eighty percent (80%) of the published Tariff rate as may be adjusted by COUNTY pursuant to subsection 6.C. below; and

...

5. **Section 7, entitled MINIMUM GUARANTEES**, is hereby amended to read as follows:

A. WSS shall pay or cause to be paid to COUNTY at a minimum, the Annual Guaranteed Payment for passenger wharfage (per Fiscal Year) as provided in Exhibit A as revised attached hereto.

B. WSS shall pay or cause to be paid to COUNTY at a minimum, the Annual



Guaranteed Payment for dockage (per Fiscal Year) as provided in Exhibit B as revised attached hereto based upon billable guaranteed minimum gross registered tons.

...

6. Except as modified herein, the terms and conditions of the Agreement between the Parties shall remain in full force and effect.

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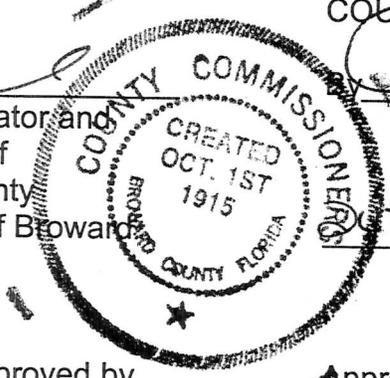
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair, authorized to execute same by Board action on the 24<sup>th</sup> day of September, 2002, and WSS, signing by and through its Chairman & CEO, duly authorized to execute same and CARNIVAL CORPORATION, signing by and through its vice chairman, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

R. A. H.  
County Administrator and  
Ex-Officio Clerk of  
the Board of County  
Commissioners of Broward  
County, Florida



Lori Nance Parrish  
LORI NANCE PARRISH, Chair

24<sup>th</sup> day of September, 2002

Reviewed and approved by

Mary M. Meister  
Mary Meister  
Risk Management Division

Approved as to form by  
Office of the County Attorney  
Broward County, Florida  
EDWARD A. DION, County Attorney  
Port Everglades Dept. of Broward County  
1850 Eller Drive, Suite 502  
Fort Lauderdale, FL 33316  
Telephone: (954) 523-3404  
Telecopier: (954) 523-2613

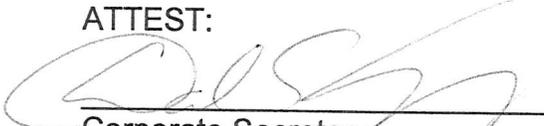
By R. J. Morrison  
Russell J. Morrison  
Assistant County Attorney



**FIRST AMENDMENT TO PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT BETWEEN BROWARD COUNTY, WORLDWIDE SHORE SERVICES, INC. AND CARNIVAL CORPORATION**

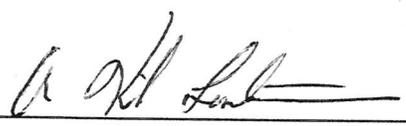
**WORLDWIDE SHORE SERVICES, INC.**

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary

Daniel S. Grausz  
(Print Name of Secretary)

(CORPORATE SEAL)

By:   
\_\_\_\_\_

A. Kirk Lanterman  
(Print Name)

Title: Chairman & CEO  
(Print)

6<sup>th</sup> day of August, 2002

Telephone: (206) 286-3490  
Telecopier: (206) 284-8332

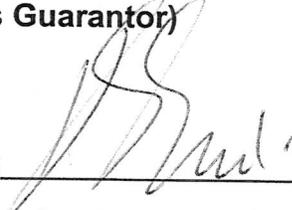
**CARNIVAL CORPORATION**  
(as Guarantor)

ATTEST:

  
\_\_\_\_\_  
Corporate Secretary

Arnaldo Perez  
(Print Name of Secretary)

(CORPORATE SEAL)

By:   
\_\_\_\_\_

HOWARD S. FRANK  
(Print Name)

Title: VICE - CHAIRMAN  
(Print)

3<sup>rd</sup> day of September, 2002

Telephone: (305) 599-2600  
Telecopier: (305) 406-4200



**FIRST AMENDMENT TO PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT BETWEEN BROWARD COUNTY, WORLDWIDE SHORE SERVICES, INC. AND CARNIVAL CORPORATION**

**REVISED EXHIBIT A**

**MINIMUM PASSENGER WHARFAGE GUARANTEES**

FISCAL YEAR	GUARANTEED MINIMUM BILLABLE PASSENGERS <sup>1*</sup>
2000	200,000
2001	220,000
2002	242,000
2003	486,200
2004	510,510
2005	536,036
2006	562,837
2007	590,979
2008	620,528
2009	651,555
2010	684,132

1

\*WSS is billed every time a ship either enters or leaves the Port unless the ship is in transit. Accordingly, if a cruise both begins and ends in the Port, each passenger on that voyage would represent two billable passengers since the Port bills WSS both when the ship leaves and the ship returns.



**FIRST AMENDMENT TO PASSENGER CRUISE WHARFAGE AND DOCKAGE AGREEMENT BETWEEN BROWARD COUNTY, WORLDWIDE SHORE SERVICES, INC. AND CARNIVAL CORPORATION**

**REVISED EXHIBIT B**

**MINIMUM DOCKAGE GUARANTEES OF GROSS REGISTERED TONNAGE ("GRT")**

FISCAL YEAR	MINIMUM GRT GUARANTEE (MILLIONS)
2000	4.4
2001	4.8
2002	5.3
2003	5.8
2004	6.4
2005	7.0
2006	7.7
2007	8.5
2008	9.3
2009	10.2
2010	11.2

