

FMC Agreement No. 20130-001

**FIRST AMENDMENT TO  
CRUISE PASSENGER WHARFAGE AGREEMENT  
BETWEEN  
BROWARD COUNTY  
AND  
DISCOVERY CRUISE SERVICES, INC.**



THE FEDERAL MARITIME COMMISSION  
WASHINGTON, D.C. 20543

**FIRST AMENDMENT TO  
CRUISE PASSENGER WHARFAGE AGREEMENT  
BETWEEN  
BROWARD COUNTY  
AND  
DISCOVERY CRUISE SERVICES, INC.**

This First Amendment to Cruise Passenger Wharfage Agreement made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY", through its Board of County Commissioners, and DISCOVERY CRUISE SERVICES, INC., a Florida corporation, hereinafter referred to as "DISCOVERY."

**WITNESSETH:**

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

**WHEREAS**, COUNTY and DISCOVERY entered into that certain Cruise Passenger Wharfage Agreement dated February 5, 2002 (hereinafter referred to as "Agreement"); and

**WHEREAS**, COUNTY and DISCOVERY desire to amend the Agreement to protect their respective financial, operational and economic interests;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments herein set forth, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Section 1, entitled DEFINITIONS, is hereby amended to read as follows:

1. **DEFINITIONS**

...

B. "Annual Minimum Guaranteed Payment" – means a payment relating to minimum dockage guarantees.

...

3. Section 4, entitled PORT TERMINAL FACILITIES AND DISCOVERY'S RIGHT TO TERMINATE AGREEMENT, is hereby amended to read as follows:

4. **PORT TERMINAL FACILITIES AND DISCOVERY'S RIGHT TO TERMINATE AGREEMENT**

COUNTY shall maintain and provide DISCOVERY, for the operation of its daily passenger cruise services as contemplated by the terms of this Agreement, berthing and related terminal facilities (for a vessel as described in Section 2 hereinabove), which the Port Department deems necessary in order to facilitate navigation, commerce, and protect vessels and property at Port Everglades. COUNTY shall observe and obey, and require their employees, guests, invitees and those doing business with them, to observe and obey, all applicable laws, regulations, rules and other legal requirements including, without limitation, the Americans with Disabilities Act. Notwithstanding, the Port Department shall have the right over the Term of this Agreement, to: a) assign other Port users such berthing and related terminal facilities as it deems necessary to support and facilitate navigation and commerce, which may include berthing and related terminal facilities which are utilized by DISCOVERY in the conduct of its daily

passenger cruise services hereunder, and b) re-assign DISCOVERY a berth and related terminal facilities including those which do not provide roll-on/roll-off ("Ro-Ro") access for its vessel described in Section 2 hereinabove. In the event the Port Department, in order to maintain its ability to support and facilitate navigation, commerce, and protect vessels and property at Port Everglades requires re-assignment to DISCOVERY of an alternate berth for its operations, including a non-"Ro-Ro" facility, COUNTY shall provide DISCOVERY, except in emergency situations as determined by the COUNTY's Port Director or designee, with sixty (60) calendar days prior written notice of its intention to make such a re-assignment. DISCOVERY shall bear all costs and expenses associated with a berth re-assignment, including, but not limited to, costs and expenses incurred by DISCOVERY arising out of its vessel sharing a berth with another vessel at Port Everglades. Such notice shall include the length of time of the re-assignment i.e. thirty consecutive days or greater. The Port Department reserves the right to require DISCOVERY to cancel a scheduled sailing(s) due to the non-availability of a berth at Port Everglades. Notwithstanding the foregoing, it is the intent and understanding of the parties that COUNTY will only cancel DISCOVERY's use of Port Everglades in order to accommodate port calls by multi-day cruise vessels which are greater in overall length than the multi-day cruise vessels currently operating in adjacent berths at Port Everglades and are not presently expected to schedule visits to Port Everglades before the 2008-2009 season, and that even then, a cancellation of DISCOVERY scheduled sailing(s) will not be undertaken before all alternative berth possibilities and other

operational alternatives reasonably calculated to provide DISCOVERY a suitable berth on the subject day or days have been exhausted including, if feasible in the reasonable opinion of COUNTY, a shift in the time of the morning departure of the DISCOVERY vessel and the time of entry into the Port of such multi-day cruise vessel(s). DISCOVERY's AMGD requirement would be reduced only in such instances where the number of Port Department canceled sailing(s) would cause DISCOVERY to fall below the Tariff threshold requirement for the number of vessel sailings needed to qualify as a daily cruise operator. Only in such an event (i.e. falling below Tariff threshold requirement) would DISCOVERY be credited towards its AMGD in the applicable Contract Year on the basis of the number of Port Department canceled sailing(s), i.e. dockage charges for each canceled cruise(s). In instances where the Port Department requires re-assignment to DISCOVERY of a non-"Ro-Ro" facility for a period exceeding thirty (30) consecutive days, DISCOVERY shall have the right to terminate this Agreement by providing COUNTY with prior written notice (within thirty (30) calendar days of its receipt of COUNTY's notice of re-assignment to non-"Ro-Ro" facility) of its intention not to continue its operations out of Port Everglades at a non-"Ro-Ro" facility. The effective termination date for the purposes of this provision shall be on the thirtieth day following COUNTY's receipt of DISCOVERY's aforementioned termination notice. DISCOVERY shall, within thirty (30) calendar days of the effective termination date, pay to COUNTY, all applicable charges and fees due and payable to COUNTY hereunder which have accrued as of the effective termination date.

4. Section 5, entitled PASSENGER WHARFAGE RATE, is hereby amended to read as follows:

**5. PASSENGER WHARFAGE RATE**

During the Term of this Agreement, DISCOVERY shall pay to COUNTY daily passenger wharfage charges (per each embark and disembark passenger move) at published Tariff rates.

5. Section 6, entitled PORT CHARGES, is hereby amended to read as follows:

**6. ANNUAL MINIMUM GUARANTEE OF DOCKAGE**

During the Term of this Agreement, DISCOVERY shall pay to COUNTY an Annual Minimum Guarantee of Dockage ("AMGD") for each Contract Year based upon the minimum number of vessel sailings DISCOVERY is required to make as a "daily operator" as defined in the Tariff. DISCOVERY's AMGD for each succeeding Contract Year over the Term hereof, shall be calculated by COUNTY, using the applicable Tariff Dockage Rate for daily cruise vessels in effect at the conclusion of the prior Contract Year. DISCOVERY's applicable Contract Year AMGD, shall be based upon the size of the vessel being utilized in DISCOVERY's operations (at Port Everglades) at the beginning of each applicable Contract Year, provided such vessel has been in service from Port Everglades for a minimum of nine (9) of the preceding twelve (12) months. In the event the vessel being utilized by DISCOVERY at the commencement of a Contract Year has not been in service from Port Everglades for a minimum of nine (9) of the preceding twelve (12) months ("New Vessel"), DISCOVERY's AMGD for such Contract Year shall be based on the actual Gross Registered Tons (GRT) of the New Vessel or a vessel of 11,979 GRT, whichever is greater.

6. Section 7, entitled ANNUAL MINIMUM GUARANTEE OF PASSENGER WHARFAGE, is hereby deleted in its entirety.

7. Section 11, entitled METHOD OF PAYMENT, INTEREST, LATE CHARGES AND TARIFF REMEDIES, is hereby amended to read as follows:

**11. METHOD OF PAYMENT, INTEREST, LATE CHARGES AND TARIFF REMEDIES**

Any notices required by this Agreement or by law shall be given in writing as provided herein. DISCOVERY shall pay COUNTY invoices and such payments required shall be governed by this Agreement and by the Tariff pursuant to the payment procedures established by the COUNTY's Port Everglades' Finance Division. In the event DISCOVERY's account should become delinquent, DISCOVERY shall be subject to the COUNTY's collection and enforcement remedies as provided in the Tariff as it may be revised or amended from time to time. No acceptance by COUNTY of payments in whole or in part for any period or periods after a default by DISCOVERY of any of the terms, covenants, and conditions hereof shall be deemed a waiver of any right on the part of COUNTY to terminate this Agreement. All payments required to be made hereunder shall be made payable to BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, and shall be paid to: Port Everglades, Attn: Finance Division, 1850 Eller Drive, Fort Lauderdale, FL 33316, or to such other office or address as may be substituted therefor.

DISCOVERY shall pay COUNTY, the required AMGD and all other COUNTY charges over the Term of this Agreement as follows:

(i) an amount equal to three (3) weeks of AMGD for the Contract Year commencing March 1, 2005, shall be paid immediately upon COUNTY's execution of this First Amendment to Agreement; and

(ii) payment by DISCOVERY for all other COUNTY charges for services and facilities provided to DISCOVERY (including AMGD) for each Contract Year over the Term hereof) by COUNTY, shall be paid in advance, weekly, pursuant to the payment procedures promulgated by COUNTY's Port Department's Finance Division.

8. Section 13, entitled VEHICULAR PARKING FACILITIES; RATES AND TICKETING FACILITIES, is hereby amended to read as follows:

**13. VEHICULAR PARKING FACILITIES; RATES AND TICKETING FACILITIES**

Parking rates for all daily cruise ship passengers shall be in accordance with the Tariff. All available parking spaces shall be subject to reasonable rules and regulations imposed by COUNTY. DISCOVERY and the passengers of the DISCOVERY vessel shall continue to have access to parking facilities consistent with the practices employed in the current operations at the Port. Notwithstanding, the Port Department reserves the right over the Term of this Agreement, to require DISCOVERY's daily cruise passenger parking and/or daily cruise passenger ticketing operations to take place outside the Port Jurisdictional Area.

The Port Department shall provide DISCOVERY with sixty (60) calendar days prior written notice or such other notice as necessitated by directives the Port Department receives from federal, state and/or local agencies having

jurisdiction over DISCOVERY's daily cruise operations at Port Everglades, of its requirement to have DISCOVERY conduct its daily cruise passenger parking and/or daily cruise passenger ticketing operations outside the Port Jurisdictional Area. DISCOVERY shall be responsible for all costs and expenses which it incurs as a result thereof, including, but not limited to, costs and expenses arising out of DISCOVERY's provision of daily cruise passenger transportation to and from the new location(s) and passenger ticketing operations conducted outside the Port Jurisdictional Area.

DISCOVERY shall have the right to cancel this Agreement (without penalty) by giving COUNTY written notice of its intent to terminate within one-hundred twenty (120) calendar days of when DISCOVERY shall have received from Port Department written notification of its requirement to have DISCOVERY conduct its daily cruise passenger parking and/or daily cruise passenger ticketing operations outside the Port Jurisdictional Area. Failure by DISCOVERY to provide the Port Department with the termination notice as provided hereinabove shall constitute a waiver of DISCOVERY's right to cancel this Agreement under the terms of this Section.

9. Section 36, entitled PORT SECURITY, is hereby amended to read as follows:

**36. PORT SECURITY**

DISCOVERY shall be responsible for compliance with federal, state and local laws and regulations, and such laws and regulations as may be imposed from time-to-time by the U.S. Coast Guard, U.S. Customs & Border Protection or

other federal agencies, and by COUNTY, with respect to passenger security, drug interdiction, and other import and export controls.

Further, DISCOVERY acknowledges that COUNTY has the right to assess against and collect a Port Everglades Security Fee from all its Port users, including DISCOVERY, in order to fulfill its responsibilities for security, including, but not limited to, responsibilities mandated under the Federal Maritime Transportation Security Act of 2002 and applicable Florida laws. Such Port Everglades Security Fee shall be published by COUNTY in its Tariff.

10. Section 40, entitled SECURITY DEPOSIT, is hereby amended to read as follows:

**40. SECURITY DEPOSIT**

A. DISCOVERY shall on the date this First Amendment to Agreement is executed by COUNTY, provide the Port Department with an irrevocable letter of credit in the amount of Seventy-two Thousand Seven Hundred Seventy-two Dollars and Fifty Cents (\$72,772.50) hereinafter referred to as ("Security Deposit") in a form approved by COUNTY's Port Director.

**B. ADJUSTMENT TO THE AMOUNT OF LETTER OF CREDIT**

Within thirty (30) calendar days of the beginning of each Contract Year over the Term hereof, COUNTY shall adjust (either up or down) the required amount of DISCOVERY's Security Deposit, so the Security Deposit is maintained at an amount equal to twenty-five percent (25%) of the total sum of DISCOVERY's then current Contract Year's AMGD.

C. DRAW DOWN OF SECURITY DEPOSIT

COUNTY shall have the right to use the Security Deposit as a guarantee of DISCOVERY's payment of charges that arise in connection with this Agreement, including, but not limited to, AMGD, cargo fees and property damage and the Security Deposit shall be used to reimburse COUNTY for any sums, costs and/or expenses which COUNTY elects, in its sole discretion, to pay on DISCOVERY's behalf in the event DISCOVERY fails to make payments of any sums, costs and/or expenses required hereunder. All or any part of the Security Deposit applied by COUNTY under this Section shall be repaid by DISCOVERY within fifteen (15) calendar days after written demand therefor is sent so that the Security Deposit is maintained at its required amount as provided in this Agreement. All amounts not paid within said time frame shall accrue interest and late charges in accordance with Section 11 herein. Failure by DISCOVERY to repay under this subsection shall constitute an event of Default under Section 20 herein.

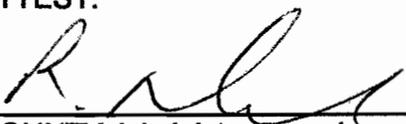
11. Except as modified herein, the terms and conditions of the Agreement between the Parties shall remain in full force and effect.

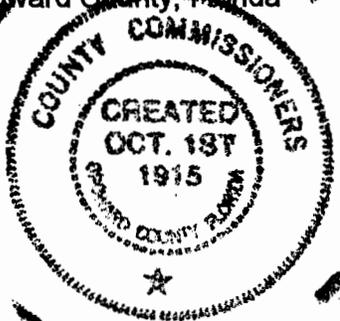
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IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 16<sup>th</sup> day of August, 2005, and DISCOVERY CRUISE SERVICES, INC., signing by and through its \_\_\_\_\_, duly authorized to execute same.

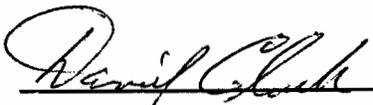
**COUNTY**

ATTEST:

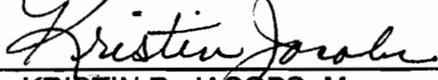
  
\_\_\_\_\_  
COUNTY Administrator and  
Ex-Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida



Reviewed and approved by

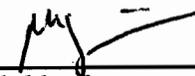
  
\_\_\_\_\_  
Risk Management Division

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
\_\_\_\_\_  
KRISTIN D. JACOBS, Mayor

16<sup>th</sup> day of August, 2005

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Broward County's Port Everglades Dept.  
1850 Eller Drive, Suite 502  
Fort Lauderdale, Florida 33316  
Telephone: (954) 523-3404  
Telecopier: (954) 523-2613

By   
\_\_\_\_\_  
Russell J. Morrison  
Assistant County Attorney

**FIRST AMENDMENT TO CRUISE PASSENGER WHARFAGE AGREEMENT  
BETWEEN BROWARD COUNTY AND DISCOVERY CRUISE SERVICES, INC.**

DISCOVERY CRUISE SERVICES, INC., a  
Florida corporation,

ATTEST:

[Signature]  
Corporate Secretary

By [Signature]

HANNIS J. Hahn  
(Print Name and Title)

(CORPORATE SEAL)

3 day August, 2005.

Telephone: (305) 704 0909  
Telecopier: ( )

WITNESSES:

[Signature]  
Signature

Raysa Lopez melis  
Print Name

[Signature]  
Signature

Loei Lupton  
Print Name

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/04/05

**PRODUCER**  
Aon Risk Services, Inc of Florida  
1001 Brickell Bay Drive  
Suite 1100  
Miami FL 33131

PHONE - (866) 266-7475 FAX - (866) 467-7847

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	
COMPANY A	Travelers Property Cas Co of America
COMPANY B	
COMPANY C	
COMPANY D	

**INSURED**  
Discovery Cruise Services Inc.  
1775 NW 70 Avenue  
Miami FL 331260000 USA

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	Y630917K6283TIL05 Commercial Package	03/02/05	03/02/06	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y810917K6295TIL05 Commercial Auto	03/02/05	03/02/06	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	YSMCUP917K6302TIL05 Umbrella	03/02/05	03/02/06	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 Retained Limit Amount \$10,000
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	Approved by: Risk Management Wanda Del Toro <i>WD</i> Date: 8/5/05			WC STATUTORY LIMITS OTHER EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
Broward County Port Everglades is Additional Insured as their interest may appear.

**CERTIFICATE HOLDER**  
Broward County Port Everglades  
Business Administration Division  
1850 Eller Drive  
Fort Lauderdale FL 33316 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Frank J. ...*

Certificate No: 570014524871



American Steamship Owners Mutual Protection and Indemnity Association, Inc.  
60 Broad Street - 37<sup>th</sup> Floor,  
New York, NY 10004, U.S.A.

Shipowners Clubs Bureau, Inc., Manager

### CERTIFICATE OF ENTRY

of the vessel(s) set out herein for account of the Member named hereunder subject to the By-Laws and Rules of the Association from time to time in force and to any special terms and conditions endorsed hereon and/or as may from time to time be circularized. Unless indicated to the contrary herein, the cover evidenced by this Certificate of Entry commences at noon GMT on the date specified below and continues until cover ceases or is terminated in accordance with the said By-Laws and Rules.

#### Class I - Protection & Indemnity Insurance

VESSEL(S)	FLAG	GROSS TONNAGE	COVER TO COMMENCE
DISCOVERY SUN	BHS	11,978	20 February, 2005 RENEWAL DATE 20 February, 2006
<b>MEMBER</b>			
DISCOVERY SUN PARTNERSHIP V-SHIPS (MANAGER) DISCOVERY SUN CRUISES, INC. (COASSURED) DISCOVERY SUN TOURS, LTD. (COASSURED) BRITANNIA SHIP SERVICES LIMITED (COASSURED) CARNIO AUSTRIA MARITIME CORPORATION (COASSURED) STARBOARD HOLDINGS LTD. (COASSURED) RESORT PHOTO SERVICES LIMITED (COASSURED) APOLLO SHIP CHANDLERS INC. (CREW AGENT)			
SPECIAL TERMS & CONDITIONS AS ATTACHED			

#### IMPORTANT

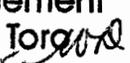
This Certificate of Entry is evidence only of the contract of indemnity insurance between the above-named Member and the Association and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Association to any other party.

If a Member tenders this Certificate as evidence of insurance under any applicable law relating to financial responsibility, or otherwise shows or offers it to any other party as evidence of insurance, such use of this Certificate by the Member is not to be taken as any indication that the Association thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Association does not so consent.

The Member named in this Certificate of Entry is liable to pay Mutual Premium as provided for in Rule 4. Furthermore, the Member may become liable under the said Rule 4 to pay Overspill Costs to meet the Association's proportion of any Overspill Claims up to the limit per vessel as provided for in the said Rule 4.

CERTIFICATE NO.: 00238000  
NEW YORK: 16 February, 2005

BY:   
AUTHORIZED SIGNATURE

Approved by:  
Risk Management  
Wanda Del Toro   
Date: 8/5/05



CERTIFICATE NO.: 00238000

**SPECIAL TERMS & CONDITIONS**

<p><b>ASSURED/LOSSES PAYABLE</b></p>	<p><b>"MISDIRECTED ARROW" CLAUSE</b>                  Notwithstanding the fact that Starboard Holdings Ltd. are hereby named in their capacity as co-assured in this Certificate of Entry, the cover of the Association will only extend insofar as they may be found liable to pay in the first instance for loss or damage which is properly the responsibility of Discovery Sun Partnership, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable from the Association by Discovery Sun Partnership had the claim in respect of such loss or damage been made or enforced against him. Once the Association has made indemnification under such cover, it shall not be under any further liability and shall not make any further payment to any person or company whatsoever, including Discovery Sun Partnership, in respect of that loss or damage.</p>
<p><b>COLLISION</b></p>	<p><b>FOUR-FOURTHS COLLISION COVERAGE INCLUDED</b>                  Coverage hereunder, pursuant to Rule 2, Section 3.2, includes four-fourths of those liabilities, costs and expenses set out as insured losses in the Collision Clause of the American Institute Hull Clauses (June 2, 1977), or as provided for by such similar terms as may be contained in the insured vessel's hull policies, and which would have been covered under the said Clauses or hull policies but for their exclusion therefrom, and subject always and in any event to each and every other provision of Rule 2, Section 3, in general.</p>
<p><b>DEDUCTIBLES</b></p>	<p>US\$25,000 from all crew claims, each accident or occurrence</p> <p>US\$60,000 from all collision liability claims (RDC) and claims in respect of damage to third party property (F&amp;PO), each accident or occurrence</p> <p>US\$25,000 from all passenger claims, each accident or occurrence</p> <p>US\$50,000 from all claims occurring in U.S. waters and/or subject to U.S. courts, any one accident or occurrence</p> <p>US\$10,000 from all other claims, each accident or occurrence</p>
<p><b>MEMBER SPECIFIC CLAUSES</b></p>	<p><b>CO-ASSURED CLAUSE</b>                  The cover afforded to</p>



CERTIFICATE NO.: 00238000

	<p><b>V. Ships</b></p> <p>Discovery Sun Cruises, Inc. Discovery Sun Tours, Ltd. Discovery Management Inc. Discovery Cruise Services Inc. Paradise Holiday Tours Inc. Discovery Express (Discovery Sun Partnership d/b/a Discovery Cruise Line d/b/a Discovery Express)</p> <p>shall extend only to risks, liabilities and expenses arising out of operations and/or activities customarily carried on by or at the risk and responsibility of shipowners and which are within the scope of the cover afforded by the Rules and any special terms set out in the Certificate of Entry.</p> <p><b>EXTENSION OF COVER</b></p> <p>Including liability to passengers arising from the sale of tickets for shore excursions that would otherwise be covered by the By-Laws and Rules of the Association but for the exclusion contained in Rule 2, Section 1D Paragraph (c).</p> <p>Notwithstanding anything contained in the By-Laws and Rules of the Association to the contrary, the Association's liability for all claims arising under this extension of cover is subject to a limit of US\$ 2,000,000 any one accident or occurrence and a deductible of US\$ 10,000 from all claims each accident or occurrence.</p>
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