

ARTICLE 3 - PARTIES TO THE AGREEMENT

The parties to this Agreement are:

AMERICAN HAWAII CRUISES
2 North Riverside Plaza
Chicago, IL 60606

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

CELEBRITY CRUISES, INC.
5200 Blue Lagoon Drive
Miami, FL 33126

COMMODORE CRUISE LINE, LTD.
4000 Hollywood Boulevard
Suite 385, South Tower
Hollywood, FL 33021

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



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- CRYSTAL CRUISES
2121 Avenue of the Stars, Suite 200
Los Angeles, CA 90067
- CUNARD CROWN CRUISES
555 Fifth Avenue
New York, NY 10017
- CUNARD EUROPAMERICA RIVER CRUISES
555 Fifth Avenue
New York, NY 10017
- CUNARD QUEEN ELIZABETH 2
555 Fifth Avenue
New York, NY 10017
- CUNARD ROYAL VIKING LINE
555 Fifth Avenue
New York, NY 10017
- DELTA QUEEN STEAMBOAT CO.
30 Robbin Street Wharf
New Orleans, LA 70130-1890
- DOLPHIN CRUISE LINE
901 South America Way
Miami, FL 33132-2073
- EPIROTIKI LINES, INC.
551 Fifth Avenue, Suite 1416
New York, NY 10176
- HOLLAND AMERICA LINE
300 Elliott Avenue West
Seattle, WA 98119
- MAJESTY CRUISE LINE
901 South America Way
Miami, FL 33132

NORWEGIAN CRUISE LINE
95 Merrick Way
Coral Gables, FL 33134

OCEANIC CRUISES
c/o Tourism Marketing Specialists
5757 W. Century Boulevard, Suite 390
Los Angeles, CA 90045

ORIENT LINES, INC.
1510 S.E. 17th Street
Ft. Lauderdale, FL 33316

PEARL CRUISES
6301 N.W. 5th Way, Suite 4000
Ft. Lauderdale, FL 33309

PREMIER CRUISE LINES
400 Challenger Road
Cape Canaveral, FL 32920

PRINCESS CRUISES
10100 Santa Monica Blvd.
Los Angeles, CA 90067

RADISSON SEVEN SEAS CRUISES
600 Corporate Drive
Ft. Lauderdale, FL 33334

REGENCY CRUISES
260 Madison Avenue
New York, NY 10016

ROYAL CARIBBEAN CRUISES, LTD.
1050 Caribbean Way
Miami, FL 33132

ROYAL CRUISE LINE
1 Maritime Plaza
Suite 1400
San Francisco, CA 94111

FMC Agreement No. 10071

The Cruise Lines International
Association Agreement

Fourth Revised
Page No. 6

SEABOURN CRUISE LINE
55 Francisco Street
San Francisco, CA 94133

SEAWIND CRUISE LINE
1750 Coral Way
Miami, FL 33145

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

SUN LINE CRUISES
1 Rockefeller Plaza
Suite 315
New York, NY 10020

WINDSTAR CRUISES
300 Elliott Avenue West
Seattle, WA 98119

WORLD EXPLORER CRUISES
555 Montgomery Street, Suite 1400
San Francisco, CA 94111-2544

APPENDIX A

TERMS AND PROVISIONS REGARDING
AFFILIATION OF INDEPENDENT TRAVEL AGENTS

1. DEFINITION. For purposes of this Agreement, an Independent Travel Agent (hereinafter "Agent" or "Agency") 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. AGENCY FEES. An application fee of U.S. \$85.00 and an Annual Agency Fee of U.S. \$170.00, 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. Agencies notified of listing during the first nine (9) months of any fiscal year shall pay the full annual fee; agencies 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. Agency 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 Agency from whom it has not received an Annual Agency Fee. Such notice shall include a final notice for payment, and failure to remit within the time specified will subject the Agency 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 Agency Fee; said sum being acknowledged by the Association and by the involved Agency 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 Agency Fee. When an applicant has complied with the conditions set forth herein, its name shall be placed on the Master List of Independent Travel Agents 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.

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 Agents upon request)

A. AGENCY FEES.

An Annual Agency Fee of U.S. \$170.00, 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 Agency, a new Annual Agency Fee will be collected from the new owners for each Agency location affected.

B. THE RIGHTS OF AFFILIATED AGENTS.

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 Agency 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 Agent 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 Agent's affiliation for any of the causes listed in Condition (e) to Conditions for Agency Affiliation shall be deemed sufficient cause for cancellation and removal of the Agent's name from the Master List of Independent Travel Agents.

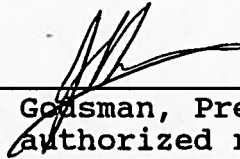
3. OPPORTUNITY FOR REVIEW. The Agent will be given the opportunity for review of the grounds giving rise to involuntary termination of affiliation. The Agent must exercise such right within fifteen (15) days from the date of the Association's certified mail notice.

SIGNATURE PAGE

IN WITNESS WHEREOF, the below listed parties, constituting the Member Lines of the Cruise Lines International Association ("CLIA"), have caused this modification to Fifth Revised Pages No. 3, 4, and 5, Fourth Revised Page No. 6, and Third Revised Pages No. A-1 and A-2 of FMC Agreement No. 003-010071 to be executed on their behalf by their authorized representative, James G. Godsman, President of CLIA, this 17th day of August, 1995. The modifications amend Article 3 - "Parties to the Agreement" and Appendix A - "Terms and Provisions Regarding Affiliation of Independent Travel Agents" with respect to administrative matters duly approved by the CLIA Member Lines.

American Hawaii Cruises
Carnival Cruise Lines
Celebrity Cruises, Inc.
Commodore Cruise Line, Ltd.
Costa Cruise Lines
Crystal Cruises
Cunard Crown Cruises
Cunard EuropAmerica River Cruises
Cunard Royal Viking Line
Cunard Queen Elizabeth 2
Delta Queen Steamboat Co.
Dolphin Cruise Line
Epirotiki Lines, Inc.
Holland America Line
Majesty Cruise Line
Norwegian Cruise Line
Oceanic Cruises
Orient Lines, Inc.
Pearl Cruises
Premier Cruise Lines
Princess Cruises
Radisson Seven Seas Cruises
Regency Cruises

Royal Caribbean Cruises, Ltd.
Royal Cruise Line
Seabourn Cruise Line
Seawind Cruise Line
Silversea Cruises
Sun Line Cruises
Windstar Cruises
World Explorer Cruises



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