

# Special Board of Directors Meeting

February 06, 2024 03:00 PM



## Agenda Topic

## Presenter

### [Agenda](#)

I. Call Meeting to Order

Chair Daniel Bean

II. Public Comments

III. New Business

[BD2024-02-01 Berthing & Terminal Use Agreement](#)

Eric Green

IV. Adjourn

Chair Daniel Bean

V. Signing Ceremony

**BD2024-02-01**



## **SUBMISSION FOR BOARD APPROVAL**

**SUBJECT: NCL (Bahamas) d/b/a Norwegian Cruise Lines**

**COST: \$2,747,132**

**BUDGETED: N/A**

**SOURCE OF FUNDS: Line of Credit (taxable)**

**BACKGROUND:** NCL (Bahamas) Ltd. doing business as Norwegian Cruise Lines and JAXPORT have negotiated a 4-year contract with three 2-year renewal options with sailings on NCL's passenger ship, the Gem, commencing fourth quarter 2024. The contract calls for 26 sailings on a 5-4-4 rotation sailing to the Bahamas during the period October through March.

Terms include a Minimum Annual Guarantee (MAG) in the amount of \$1,619,340 annually for a total of \$4,858,020 for the initial period.

In consideration of the proposed contract, JAXPORT has committed to prepaying a Trademark Licensing Fee in the amount of \$2,747,132. The prepayment will be made prior to December 31, 2024 and will be fully secured by a letter of credit or escrow account acceptable to JAXPORT.

**RECOMMENDATION:** It is recommended that the Board approve the advanced Licensing Trademark Fee in the amount of \$2,747,132 and the Berthing and Terminal Use Agreement between Jacksonville Port Authority and NCL (Bahamas) Ltd. and authorize the Chief Executive Officer, or his designee, to execute the Agreement.

**ATTACHMENTS:**

- Berthing and Terminal Use Agreement

**BD2024-02-01**



## SUBMISSION FOR BOARD APPROVAL

**RECOMMENDED FOR APPROVAL:**

Patrick Greive  
Chief Financial Officer

Patrick Greive  
Patrick Greive (Feb 1, 2024 14:00 EST)

\_\_\_\_\_  
Signature and Date

**SUBMITTED FOR APPROVAL:**

Eric Green  
Chief Executive Officer

Eric B. Green  
Eric B. Green (Feb 1, 2024 14:02 EST)

\_\_\_\_\_  
Signature and Date

**BOARD APPROVAL:**

Feb. 6, 2024  
Meeting Date

\_\_\_\_\_  
Rebecca Dicks/Recording Secretary

**ATTEST:**

\_\_\_\_\_  
Soo Gilvarry, Secretary

\_\_\_\_\_  
Daniel K. Bean, Chairman

# **Berthing and Terminal Use Agreement**

**by and between**

**The Jacksonville Port Authority**

**and**

**NCL (Bahamas) Ltd.**

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## BERTHING AND TERMINAL USE AGREEMENT

This BERTHING AND TERMINAL USE AGREEMENT (“Agreement”), entered as of the date of full execution by the parties hereto and in effect as of the 6<sup>th</sup> day of February, 2024, is by and between the **Jacksonville Port Authority**, a body politic and corporate created and existing under Chapter 2001-319, Laws of Florida, as amended, with offices located at 2831 Talleyrand Ave., Jacksonville, Florida 32206 (“Jaxport”), and **NCL (Bahamas) Ltd.**, doing business as Norwegian Cruise Line, a corporation organized and existing under the laws of Bermuda and authorized to transact business in Florida, having an office and principal place of business at 7665 Corporate Center Drive, Miami, Florida 33126 (“NCL”). Any reference to Party shall refer to either JaxPort or NCL. Any reference to Parties shall refer to JaxPort and NCL collectively.

### WITNESSETH:

**WHEREAS**, Jaxport is the owner and operator of certain vessel berthing, cargo handling and storage facilities known as the Dames Point Marine Terminal (“Terminal Facilities”) located in Jacksonville, Florida; and

**WHEREAS**, NCL either directly or indirectly through its divisions, subsidiaries and affiliates (the “Norwegian Cruise Line Holdings”), owns and operates certain passenger vessels (“NCL Vessels”) for the purpose of providing pleasure cruise service in various parts of the world and incident thereto now desires to start passenger service from the Terminal Facilities as a homeport for its cruise line beginning in 2025; and

**WHEREAS**, Jaxport desires to provide NCL with berthing and terminal facilities to accommodate this service.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and benefits herein contained, the receipt and sufficiency of which are hereby acknowledged, Jaxport and NCL do hereby mutually undertake and agree, each for itself and its successors and assigns, as follows:

### ARTICLE 1: TERM

#### 1.1 Initial Term.

This Agreement shall take effect on October 1, 2024 (the “Effective Date”), and unless sooner terminated as provided for in this Agreement, shall remain in effect through September 30, 2028 (the “Term” or “Initial Term”). Beginning on the Effective Date, the 12 month period from October 1, 2024 to September 30, 2025, and each 12 month period thereafter that this Agreement remains in effect, in succession, shall be a “Contract Year”.

#### 1.2 Extension or Renewal.

Provided that NCL is not in an uncured Default of this Agreement, NCL may request an extension of the Term of this Agreement for three additional two-year periods (each, a “Renewal Term”) by providing Jaxport with written notice of its election to extend the Term no later than six (6) months prior to the end of the then current Term and subject NCL’s submission of a



Cruise Schedule for that Renewal Term which provides for a passenger volume representing not less than 80% of the passenger volume for the last Contract Year of the Term.

## **ARTICLE 2: DESCRIPTION OF PREMISES**

Subject to the provisions and conditions hereinafter specified, Jaxport agrees to provide certain of its property situated on the Dames Point Cruise Ship Terminal (“Premises”) to NCL during the Term of this Agreement for the uses identified herein. Specifically, Jaxport will provide NCL with a vessel berth and a passenger terminal facility (“Terminal”) together with the necessary parking area for approximately 500 vehicles (parking is non-exclusive with other users of the Terminal). The Premises are to be located on the Terminal Facilities as specifically depicted on Exhibit A attached to this Agreement.

## **ARTICLE 3: DELIVERY OF PREMISES**

### 3.1 NCL Security.

NCL shall provide at its cost and expense, all baggage screening and metal detection devices (including installation and removal of equipment relating to same, if applicable) on NCL’s vessel call days, and NCL shall be solely responsible for such security measures relating to passengers and baggage handling within the Terminal, pier/side, and the vessel. Specifically, on vessel call days during which NCL is conducting vessel operations, NCL will provide security for the following areas: Terminal building and adjacent pier/wharf area where the vessel is berthed. Jaxport shall provide security in all other areas of the Terminal Facilities as provided in Section 8.4 herein and as required by applicable law and consistent with industry standards. During the periods in which a NCL Vessel is not at the Terminal Facilities, Jaxport shall provide security consistent with applicable law and industry standards. Jaxport shall provide all such security hereunder (including TWIC card reader if required) at no additional fees or charges to NCL.

### 3.2 Premises.

Jaxport’s sole representations with respect to the Premises are as expressly set forth in this Agreement.

## **ARTICLE 4: USE OF PREMISES**

### 4.1 Berth Assignment:

During the Term, Jaxport agrees to grant berth privileges to NCL at the Dames Point Cruise Ship Terminal and the adjacent wharf/berth area (collectively called the “Berth”), during twenty-four (24) hour periods commencing at 0001 hours to 2400 hours for the purpose of embarking and/or disembarking passengers or to conduct transit calls or to conduct NCL vessel related promotional functions or sailings such as inaugural, travel agent and employees receptions and/or sailings or to otherwise undertake its cruise operations, which preferential rights shall be exercised in accordance with the procedures set forth below:

For each Contract Year, NCL shall submit to Jaxport its Berth Schedule for NCL Vessels originating from or calling at the Port and the days of planned utilization by the NCL Group. An initial Berth Schedule for the initial Contract Year is attached as **Exhibit B** hereto. Every October 1 thereafter, NCL shall submit a new Berth Schedule for the successive Contract Year. Each such Berth Schedule, as updated or revised, shall be referred to herein as the “Berth Schedule” and is hereby fully incorporated herein.

The Berth Schedule shall include the dates and times in which a NCL Group brand intends to berth such vessels and the size and passenger capacity of each vessel. Jaxport agrees to make the Berth and related Port facilities available to the NCL Group for the berthing of the NCL Vessels at the times and on the dates requested by NCL in the initial Berth Schedule and as the Berth Schedule may be amended as provided herein.

As of the Effective Date, Jaxport accepts ships of another cruise lines operator at the Berth. NCL understands that NCL’s Berth Schedule may not conflict with the berth schedule of the other cruise line operator. Jaxport will provide to NCL the other cruise line operator’s berth schedule upon receipt (approximately May 1 every year) from the other cruise line operator.

NCL may propose amending the Berth Schedule then in effect including, amendments by adding or removing vessels, by providing not less than thirty (30) days notice to Jaxport. In such event, so long as another vessel has not already reserved the requested berth for the specified date, then NCL shall have the right to berth the NCL Vessel at the Berth on the requested time and date.

#### 4.2 Permitted Use:

On each vessel call day as set forth in the Cruise Schedule, NCL shall have the right to use the Premises to operate a passenger cruise service but shall be prohibited from using any portion of the Premises for any purpose not specified in this Agreement without having first obtained Jaxport’s written permission to do so at Jaxport’s sole reasonable discretion. NCL may use the Premises only for passenger parking, passenger and baggage security and screening, embarkation and disembarkation, services required to supply the vessels, and such other necessarily related activities and services. Subject to Jaxport’s rules and regulations, NCL shall have the right of ingress and egress to and from the Berth for its officers, cruise agents, employees and passengers as well as the right to embark and disembark passengers, and to bunker, load, store, and moor its vessels at the Berth. NCL shall have the right to use all passenger facilities located at the Premises, including the use of all passenger waiting rooms, comfort and washroom facilities, all U.S. Customs and/or immigration facilities used in connection with the embarking and departure, arrival and disembarking of passengers and the loading and discharging of their luggage. On those days designated in the Berth Schedule as vessel call days, NCL shall have the exclusive use, at no cost, of the Terminal for the purpose of conducting the necessary administrative and clerical activities relating to its performance of this Agreement. If NCL desires to have exclusive use of any space located within the Premises at any other time, it must enter into a separate written agreement with Jaxport for the use of such space on terms to be agreed upon by the Parties. No rights granted to NCL under this Agreement may be exercised in an area of the Terminal Facilities leased to another tenant except with the consent of such tenant and then those rights may only be exercised subject to the obligations of that tenant under its lease with Jaxport.

#### 4.3 Signage:

On each of its vessel call days, NCL shall be permitted to maintain signage inside and outside of the Terminal directly related to NCL's use of the Premises; provided such signage complies with all applicable sign ordinance requirements of the City of Jacksonville and any applicable state law. Such signage, including copy and location, must also be approved by Jaxport, which approval shall not be unreasonably withheld, conditioned or delayed. NCL shall be solely responsible for all costs associated with the design, construction, installation and removal of such signage.

#### 4.4 Use Exclusion:

Except for those vessel calls described in the Berth Schedules, as updated and revised by NCL and Jaxport as per Section 4.1 above, the Premises are reserved for exclusive Jaxport use and/or assignment for such times and for such uses as determined by Jaxport.

#### 4.5 Alternate Berths:

In the event any unforeseen physical or other conditions arise, including weather, or if operational and/or regulatory changes are imposed by governmental authorities due to the existing condition of or use of the Port, the Terminal or its facilities that would prevent, delay, hinder or adversely affect (including increase costs of operation) NCL's scheduled use of and normal operation from the Terminal as it currently operates (including, its embarkation and disembarkation procedures) or its ability to transit under the Dames Point bridge (so long as the NCL vessel meets the criteria set forth in Section 8.5), Jaxport shall provide an alternative berth for the scheduled NCL Vessel at another location within the Port, which shall be reasonably satisfactory to NCL and suitable to handle the scheduled NCL Vessel. Jaxport agrees to reimburse NCL for certain reasonable costs incurred by NCL as a direct result of its use of a substitute location as follows: shuttle bus service for passengers and luggage as well as other costs of conducting turnaround operation at substitute location. If such condition or operational or regulatory change prevent, delay, hinder or adversely affect NCL's scheduled use and normal operation of the Terminal for thirty (30) consecutive days, NCL may terminate this Agreement, without liability to Jaxport, at any time after such 30 consecutive day period. In the event of such termination, the Revenue Guarantee set forth in Article 5 shall be prorated and applied up to the date of termination. Jaxport shall keep NCL reasonably informed as to the nature of the unforeseen conditions, plans for correcting the unforeseen conditions and schedules that define time frames for completing correction or restoration of such facilities.

#### 4.6 Notice of Port Closing:

During the Initial Term, Jaxport shall open the Port and Terminal for use by cruise line businesses and shall provide NCL with the services set forth in this Agreement, without any right of early termination except as expressly provided in this Agreement. After the Initial Term and during the Renewal Term, Jaxport agrees to provide NCL with no less than 12 months' written notice prior to closing the Port or Terminal for cruise line business or otherwise no longer accepting berthing request by passenger cruise lines at the Port or Terminal.

## ARTICLE 5: REVENUE GUARANTEE

In consideration for Jaxport's agreement to provide preferential berthing rights to NCL Vessels as set forth in this Agreement, NCL shall guarantee payment of a minimum Passenger Service Charge to Jaxport as follows (the "Revenue Guarantee"):

For Each Contract Year of the Term starting October 1, 2025, the Revenue Guarantee, on an annual basis, is \$ 1,619,340.

For the initial renewal term, and for any Contract Year thereafter, the Revenue Guarantee will be adjusted using Annual CPI Adjustments in accordance with Section 6.10.

Jaxport agrees that NCL may substitute (or add) another NCL Vessel for those identified in the Berth Schedule, in which case the provisions of this Agreement, including Article 10 and Article 11 shall be applicable to NCL, and to such division, subsidiary or affiliate of NCL that is the owner and operator of the substituted NCL Vessel. All NCL Vessels which call at the Terminal during the Term of this Agreement, whether pursuant to an amended Berth Schedule or otherwise, shall count towards meeting the "Revenue Guarantee." In the event that NCL, in any Contract Year, whether during the Term or during a Renewal Term, fails to meet the Revenue Guarantee for that Contract Year, NCL agrees to pay Jaxport an amount equal to the difference between the Passenger Service Charges actually paid by NCL and the Revenue Guarantee. Should NCL, due to a Force Majeure Event as defined in Section 18.4, be unable to make any scheduled call at the Premises, the Revenue Guarantee shall be reduced by pro rata for each such occasion.

No later than October 1, 2024, NCL and JAXPORT shall put in place a credit enhancement (such as escrow or letter of credit) in a form acceptable to JAXPORT, from a financial institution or company approved by JAXPORT, for an amount not less than \$2,905,000, as outlined in Article 7.7 of this Agreement. The credit enhancement provided shall remain in place for a period of thirty (30) months following the initial sailing date. The value of the credit enhancement shall be reduced in accordance with the revenue guarantee received by JAXPORT from NCL following each sailing. JAXPORT is not required to issue the initial payment required in Article 7.7 of this Agreement, until the credit enhancement has been made. Any provision available under Force Majeure, as outlined in Article 18.4 of this Agreement, does not impact JAXPORT's ability to collect on this requirement in the event NCL does not meet the Revenue Guarantee provided above.

## ARTICLE 6: CHARGES

### 6.1 Passenger Service Charge:

NCL shall pay Jaxport a passenger service charge for each of NCL's passengers (the "Passenger Service Charge") as follows:

For Each Contract Year of the Term: The passenger rate in effect for the current contracted rate with the existing cruise line. The current contractual rate is \$16.26.

For each subsequent Contract Year, the Passenger Service Charge will be adjusted in accordance with Section 6.10 on October 1.

The Passenger Service Charge means a fee assessed for each passenger embarkation and each passenger debarkation, and for any passenger who arrives and leaves with the vessel from the Premises without embarking or disembarking. A “passenger” is each person who pays a cruise fare and who embarks on or who disembarks from any of NCL’s Vessels at the Premises or who arrives and leaves with the vessel from the Premises without embarking or disembarking, not including any of the NCL Vessels’ crew, on-board concessionaire employees, or other contractors performing services aboard the vessel. In the event a NCL Vessel’s departure from the Terminal is delayed by weather or other reasons beyond its control for more than a 24 hour period, no lay day or other charge shall be assessed by Jaxport against NCL for the first seven day period of such delay, and provided that the NCL Vessel does not interfere with the use of the Terminal by another vessel.

6.2 Dockage Fees:

Dockage Fees are included in the Passenger Service Charge.

6.3 Harbor Administration Fees:

Harbor Administration Fees are included in the Passenger Service Charge.

6.4 Potable Water:

Potable water fees are included in the Passenger Service Charge, provided that the amount of actual potable water used by NCL included within the Passenger Service Charge shall be capped at 2,000 metric tons per ship call (the “Water Usage Cap”). Should NCL’s usage of potable water exceed the Water Usage Cap during any contract year, NCL shall pay Jaxport a potable water fee of \$1.61 per short ton, plus the applicable public utility tax (currently ten percent (10%)). The Potable Water charge shall remain unchanged for the initial Term of the Agreement, but may increase for any renewal terms based on the increase in the Consumer Price Index (CPI-W) over the prior year, but in any case, not more than 3%.

6.5 Tariff Application:

Subject to the terms of this Agreement, NCL shall be liable for and pay to Jaxport all other documented charges for services furnished to NCL or its Vessels at the rate established by Jaxport’s currently published Tariff or its reissue in effect at the time charges are incurred (the “Tariff”). Except with respect to the preferential berthing privileges described in Section 4.1 and the fees and charges set forth in this Article, nothing in this Agreement is intended to limit or diminish the applicability of, or the applicability to NCL’s responsibility to adhere to each and every regulatory provision of Jaxport’s published Tariff or its reissue containing rules and regulations applicable to operations conducted on the Terminal Facilities which may be applicable to NCL’s operation on the Premises and which are otherwise consistent with all users of the Port. Subject to the terms of this Agreement, NCL hereby acknowledges the applicability of this Tariff and covenants to observe all of the provisions thereof, including, without limitation,

making payments for charges as set forth therein. In the event of a conflict between the terms of this Agreement and the provisions of Jaxport's published Tariff or its reissue, the terms of the Tariff shall prevail with respect to regulatory issues and the terms of this Agreement shall prevail with respect to fees, rates, charges, or any other amounts to be paid by NCL. During the Term or any Renewal Term, no tariffs, charges, fees or rates shall be assessed against NCL or any NCL Vessel in any form or for any period other than as specifically stated in this Article 6. During the Term and any Renewal Term, the fees, tariffs or other charges imposed on NCL or NCL Vessels shall be no higher than those fees, tariffs or other charges imposed on any other cruise line operator at the Port. If at any time during the Term or any Renewal Term, Jaxport imposes fees, tariffs or charges on any other cruise operator which, separately or in the aggregate, are lower than the fees, tariffs or charges imposed on NCL or NCL Vessels hereunder, then NCL shall be entitled to pay Jaxport such lower fees from the date such lower fees were assessed. Jaxport shall immediately advise NCL in writing should it assess lower fees or tariffs to any other cruise operator at the Port.

#### 6.6 Payment:

NCL shall make all required payments to Jaxport within thirty (30) days of the due date as invoiced by Jaxport.

#### 6.7 Termination:

Should Jaxport terminate this Agreement with cause (due to a NCL breach of this Agreement) or should NCL terminate this Agreement without cause prior to the end of the Term or any Renewal Term then in effect, the Parties agree that NCL shall pay Jaxport liquidated damages based on the Revenue Guarantee from the effective date of termination to the date which NCL would have paid Jaxport had NCL operated the vessels in accordance with the then current Berth Schedule, subject to Jaxport's duty to mitigate its damages as required by applicable law and taking into account any additional NCL Vessel calls prior to termination which were not included in the initial Berth Schedule. Passenger Wharfage fees received by Jaxport as mitigation of damages shall be deducted from NCL's payment due hereunder. Said payment by NCL shall be the sole and exclusive remedy and in lieu of any other remedy or damages incurred by Jaxport due to such termination. Notwithstanding the foregoing, this section is not applicable to any dispute or liability for which NCL indemnifies Jaxport as set forth in this Agreement; it being understood that NCL's indemnification of Jaxport set forth in this Agreement is separate from, and not limited by, the liquidated damages provisions set forth in this section.

#### 6.8 Fee for Waterside Patrols:

The Fee for Waterside Patrols is included in the Passenger Service Charge. Waterside patrols may consist of one waterside security patrol boat during in-port periods for NCL's Vessels when boat and crew resources are available. Jaxport may also conduct pier sweeps from the waterside, as well as sonar imaging of the vessel berth on a routine basis.

#### 6.9 Security Fee or Surcharges:

Security Fees for the security services provided by Jaxport hereunder are included in the Passenger Service Charge.

6.10 CPI Adjustment:

To the extent this Contract is renewed for a Renewal Term, the Revenue Guarantee and the Passenger Service Charge may be increased by Jaxport by the same percent of increase that occurred in the Consumer Price Index (“CPI”) for the twelve month period ending December 31 of the prior Contract Year. The percent of increase in the CPI for this twelve month period will be computed utilizing the index for Urban Wage Earners and Clerical Workers 1982-84 = 100, All Items, as published by the Bureau of Labor Statistics of the U. S. Department of Labor or any successor agency. This annual increase shall be self-executing and shall automatically take effect without the necessity of any formal amendment being made to the Agreement in order to implement an increase; provided that Jaxport shall provide NCL with no less than sixty (60) day prior written notice of any such increase . If there has been a negative fluctuation in the CPI at the time an annual increase would have otherwise been implemented, such negative fluctuation shall not be used to reduce the amount of any charges previously paid by NCL and therefore the ensuing Contract Year, NCL shall pay fees and charges calculated according to the same rate that was in effect for the previous year. If the CPI becomes unavailable or is revised, a substitute shall be used to obtain substantially the same results as would be obtained if the CPI had not been discontinued or revised.

**ARTICLE 7: OTHER REVENUES**

7.1 Support Activities and Concessions.

Jaxport and NCL shall cooperate and seek mutually agreed terms with respect to any concessions (including food and beverage), signage, advertising, marketing arrangement, naming rights, broadcast rights, licensing and the use of other service providers related to the operation of the Terminal while a NCL vessel is berthed at the Terminal. Each of Jaxport and NCL acknowledge and agree that each has concessions and agreements with service providers related to its respective operations at the Terminal and that the Parties will seek agreement on any new concession at the Terminal.

7.2 Marketing Incentive.

In consideration of the brand recognition NCL brings through its advertising campaigns to the year-round drive market at Jaxport and the related economic benefits derived by Duval County therefrom, Jaxport will pay to NCL a marketing incentive to be dedicated to promotion of cruises from the Terminal based on the parking revenue collected by Jaxport for those vehicles that park at the Terminal during the Term and any renewal term (the “Marketing Incentive”) as follows:

\$9.50 per NCL passenger vehicle per day (excluding disabled permit parking), up to \$1,373,566 for any Contract Year during the Initial Term or any Renewal Term. In the event NCL increases its number of sailing as currently outlined in Exhibit B, the Parties shall mutually agree on increasing the Marketing Incentive cap.

Beginning 30 months after initial sailing date, Jaxport will pay the Marketing Incentive to NCL. The Marketing Incentive will be paid on a monthly basis, in arrears. In the event Jaxport fails to pay the Marketing Incentive when due, NCL shall have the right, in addition to any other rights and remedy at law or in equity, to set-off such amounts owed hereunder from the Passenger Service Charge otherwise payable to Jaxport. During the Term, Jaxport shall not increase the current parking fees assessed to cruise passengers. During any Contact Year during a Renewal Term, Jaxport shall not increase such parking fee by more than 3% per year; provided that the Marketing Incentive (on a per vehicle and annual total cap basis) shall also increase by the same percentage increase applied to the parking fee.

### 7.3 Passenger Incentive.

In addition to the Marketing Incentive, beginning 30 months after initial sailing date, JAXPORT will pay NCL an incentive payment during the Initial Term and Renewal Term based on the number of cruise passengers utilizing the Terminal Facility for the Contract Year (the "Passenger Incentive"). The Passenger Incentive for the initial contract year will be: \$2.80, (current rate will be increased by CPI) adjusted by CPI annually thereafter.

Beginning 30 months after the initial sailing date, Passenger Incentive will be paid to NCL annually within 30 days following the end of the contract year.

For any Contract Year during a Renewal Term, the Passenger Incentive Payment to NCL will be increased by the same percentage increase applied to the Passenger Service Charge pursuant to Section 6.10.

### 7.4 Grant of Trademark License

(a) Subject to the terms and conditions of this Agreement, effective as of the Effective Date, NCL hereby grants to Jaxport a worldwide, irrevocable (except as expressly provided herein), non-exclusive right and license to use the Licensed Trademarks solely in connection with the promotion of Jaxport. The Parties agree that that the particular Licensed Trademarks that Jaxport may use will be mutually agreed upon by the Parties.

### 7.5 Use; Quality Control.

(a) Jaxport agrees to maintain and preserve the quality of the Licensed Trademarks and to use the Licensed Trademarks only in good faith and in a dignified manner. Jaxport shall not by any act or omission use or permit use of the Licensed Trademarks in any manner that tarnishes, degrades, disparages or reflects adversely on NCL or its business or reputation or that would be detrimental to the Licensed Trademarks or their associated goodwill.

(b) Jaxport agrees to use, the Licensed Trademarks only in accordance with such quality standards as may be established by NCL and communicated to Jaxport from time to time in writing, or as may be agreed to by NCL and Jaxport from time to time in writing. Jaxport shall obtain NCL's prior written approval of any material change in the style and manner in which any Licensed Trademark is proposed to be used by Jaxport and shall use, the Licensed Trademarks only in a style and manner commensurate with the standards and reputation for quality associated



with the Licensed Trademarks. Jaxport agrees not to register or attempt to register in any jurisdiction any trademark or service mark that is confusingly similar to any of the Licensed Trademarks or which would reasonably be expected to result in dilution of any of the Licensed Trademarks.

(c) Jaxport shall permit NCL or its duly authorized representative, upon reasonable notice, to inspect and review all uses of the Licensed Trademarks by Jaxport for the purposes of assuring use of the Licensed Trademarks in a manner consistent with this Agreement. Upon request by NCL, Jaxport will furnish to NCL representative samples of all advertising and promotional materials in any media that are used in connection with the Licensed Trademarks. Jaxport will make all changes to such materials that NCL reasonably requests to comply with this section or to preserve the validity of NCL's rights in, the Licensed Trademarks.

7.6. Right, Title and Interest.

The Parties agree that, as between the Parties, NCL is the sole owner of the Licensed Trademarks. Jaxport agrees not to directly or indirectly challenge or contest the validity of, or NCL's rights in, the Licensed Trademarks (and the associated goodwill). The Parties agree that any and all goodwill in the Licensed Trademarks arising from use of the Licensed Trademarks by Jaxport shall inure solely to the benefit of NCL.

7.7 Compensation for Granting the Use of the Licensed TradeMarks.

As consideration for the license granted herein, Jaxport shall make one non-refundable payment in the amount of \$2,747,132 as a Licensing Trademark Fee, which is deemed fully earned as of the Effective Date, subject to the proceeding sailing commencement provision as outlined in Exhibit B. The payment will be made no later than December 31, 2024.

## **ARTICLE 8: MAINTENANCE AND UTILITIES**

8.1 Jaxport Routine Maintenance.

Except as expressly set forth in this Agreement, Jaxport shall at all times, at its own cost and expense, perform routine maintenance and repairs at the Premises, including maintaining, repairing and replacing, as needed, the electrical, heating, ventilating, air conditioning, mechanical, plumbing, safety systems, wiring systems, carpets, fixtures, furniture, lighting and structural components of the buildings and improvements, and paving, all as comprising the Premises as necessary, and keep same in good working order consistent with industry standards to accommodate home port and related cruise operations of NCL Vessels throughout the Term, normal wear and tear excepted.

8.2 Janitorial Services.

Except as expressly set forth in this Agreement, Jaxport shall at all times, at its own cost and expense, keep the Premises in a clean and orderly condition, and perform such janitorial services in accordance with Jaxport's normal practices, normal wear and tear excepted.

8.3 Ingress and Egress.

Jaxport shall keep the means of ingress and egress to and from the Berth open and available. Jaxport shall also maintain and repair all of the facilities and equipment used in connection with the operation of the Premises as well as the mooring facilities for the cruise vessels.

#### 8.4 Jaxport Security.

Jaxport shall, at its sole cost and expense, be responsible for traffic control and security of the parking lots and during NCL Vessel call days, security for landside vehicular access to the pier, all in compliance with applicable law. No overtime or other fee or charge shall be assessed by Jaxport against NCL for any security provided under this Agreement. .

#### 8.5 Dredging.

Jaxport shall maintain the Berth dredged to a depth (which shall be done during regularly scheduled dredging events) sufficient to safely accommodate NCL Vessels at all stages of tide (so long as the NCL Vessels have a draft of 33 feet or less).

#### 8.6 NCL Maintenance.

During vessel call days, NCL shall at its own expense keep the Premises in good order, condition and repair, normal wear and tear excepted.

#### 8.7 Utilities.

Jaxport, at its cost and expense, shall provide utilities to the Premises, including electricity, water and sewer service. Jaxport shall install such telephone and cable systems as necessary to operate a telephone and cable system provided, however, that each Party shall pay at its own cost such monthly service fees as necessary for a telephone system or cable system.

#### 8.8 Alterations.

NCL shall not construct any change or alterations to the Premises without the prior written permission of Jaxport, which shall not be unreasonably withheld, conditioned or delayed. Any such change or alteration shall be at the sole expense of NCL. NCL covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises and to provide a payment and performance bond as required by law. In case of any such lien attaching, NCL shall immediately pay and remove same or cause the same to be bonded or transferred to other security. If any such liens so attach and NCL fails to pay and remove same or cause the same to be bonded or transferred to other security within ten (10) days, then Jaxport (at its election), may pay and satisfy the same, and in such event the sums so paid plus interest at the highest rate of interest permissible shall be due and payable at once without notice or demand. At Jaxport's request, NCL shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of this Section in accordance with Section 713.10, Florida Statutes.

## **ARTICLE 9: TAXES AND ASSESSMENTS**

Unless exempt or otherwise inapplicable, NCL agrees that it shall pay on or before the last day on which payment may be made without penalty or interest, all lawful taxes, assessments and other user fees, however named, specifically including any state sales tax or ad valorem tax, that may become a lien upon or that may be charged, assessed, imposed, or levied by the State of Florida, Duval County, the City of Jacksonville, any district or other governmental body upon the Premises that arise in connection with NCL's occupancy or use thereof or upon any taxable interest of NCL acquired in this Agreement, or any taxable possessory right that NCL may have in or to the Premises occurring as a result of its occupancy thereof. NCL recognizes and agrees that the Premises are exempt from ad valorem taxes and other taxes unless leased by Jaxport to an entity like NCL that is subject to such taxation. None of the provisions, covenants or conditions of this Agreement shall constitute or be construed to be a release or waiver on the part of any lawfully empowered taxing authority of its right or obligation to assess, levy and collect from NCL any license, personal, intangible, occupation, ad valorem or other tax which shall be lawfully imposed on the business or property of NCL, or upon the Premises. Jaxport agrees that it will provide any information currently in its possession relating to the valuation of the Premises for tax assessment purposes if requested to do so by NCL. NCL shall be responsible for any sales taxes imposed on NCL, this Agreement, or on the payments made hereunder by the laws of the State of Florida.

## **ARTICLE 10: INSURANCE**

### 10.1 General.

Throughout the Term of this Agreement, before entering the Premises, and without limiting its liability, NCL shall procure and maintain, at its expense, insurance policies of the type and with the minimal limits as set forth in this Article 10. Where applicable, the insurance policies must be issued by a company or companies with a rating equivalent to a current A.M. Best Company guide of A- or better and , where required, licensed to do business in the State of Florida. This insurance must insure NCL against all liabilities for death, injuries or damages arising out of or in connection with NCL's use and occupancy of the Premises or NCL's business operation conducted on the Premises. At Jaxport's request, NCL shall furnish to Jaxport certificates evidencing such insurance, naming Jaxport as an additional insured under NCL's Commercial General Liability Coverage and Business Auto Liability Coverage. NCL shall endeavour to notify Jaxport with thirty (30) days written notice in advance thereof of any material changes or cancellations of aforementioned policies to Jaxport's Risk Manager, Jacksonville Port Authority, P.O. Box 3005, Jacksonville, Florida 32206, and, in any event, will provide Jaxport reasonable written notice of such changes.

Any indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above. Neither approval nor failure to disapprove the insurance furnished by NCL shall relieve NCL or its contractors or agents from the responsibility to provide the insurance as required by this Agreement.

### 10.2 Jaxport Self-Insurance.

Jaxport is a body politic and corporate chartered by the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, Jaxport maintains a program of self-insurance for any liability of Jaxport arising under this Agreement. It is incumbent upon NCL to carry and maintain such types and amounts of insurance coverage it deems necessary to fully protect its passengers, cargo, property or equipment.

#### 10.3 NCL Insurance.

NCL shall obtain and maintain the following insurance:

Commercial General Liability Insurance and Protection & Indemnity Coverage: NCL must maintain commercial general liability insurance, covering NCL for liability for property damage, bodily injury, personal injury and death. The insurance provided under this section must be in the amount of not less than \$5,000,000.00 per occurrence, which may be met with a combination of primary and umbrella coverage, for property damage, personal injury, bodily injury or death. This insurance must protect against liability to any person or persons (other than employees or servants of NCL) whose property damage, personal injury or death arises out of or in connection with the occupation, or use of the Terminal. In addition, NCL shall maintain Protection and Indemnity coverage, including pollution liability in the amount of not less than \$25,000,000.00 per occurrence.

Workers Compensation: NCL must maintain workers compensation insurance to protect against claims under Florida Workers Compensation laws as well as all Federal acts applicable to NCL's operations at the Terminal. The limit of liability for such coverage shall be as required by Florida law.

Employer's Liability: NCL must maintain employer's liability insurance in the minimum amount of \$1,000,000.00 per occurrence for personal injury, bodily injury or death to any employee of NCL who may bring a claim outside the scope of the Florida Worker's Compensation laws or federal acts applicable to NCL's operations at the berthing area. . Additionally, each policy must contain an endorsement waiving all rights of subrogation against Jaxport and its respective agents and employees.

#### 10.4 NCL Indemnity.

NCL indemnifies and holds harmless Jaxport from any loss it may suffer due to NCL's failure to comply with all the above insurance requirements, and due to any insurance coverage being invalidated because of NCL's failure to comply with the terms, conditions and warranties of any required insurance policy.

#### 10.5 No Representation of Coverage Adequacy.

By requiring the insurance as set out in this Agreement Jaxport does not represent that coverage and limits will be adequate to protect NCL or Jaxport, and such coverages and limits shall not be deemed as a limitation on NCL's liability under the indemnities provided to Jaxport in this Agreement.

## ARTICLE 11: INDEMNIFICATION

### 11.1 Indemnification/Hold Harmless:

NCL hereby agrees that it shall indemnify, defend and hold Jaxport harmless from and against any and all claims, actions, demands, losses, liabilities, and damages of whatsoever kind or nature, whether prosecuted by NCL or third parties, resulting from any act, action, or omission, including but not limited to personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to NCL activities on or its use and occupation of the Premises or Terminal Facilities, including any claim, action, demand, loss, liability, damage or injury occasioned by the escape, discharge, dispersal, release, seepage, leakage or spillage of any Hazardous Substance, as defined in Article 17, used or handled by NCL, except to the extent such claim, action, demand, loss, liability, damage or injury results from the negligence of Jaxport. Each Party shall give to the other Party notice of any claim made or suit instituted that, in any way, affects the other Party or its insurers. NCL and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against Jaxport for any cause for which NCL is liable under this Agreement shall be conclusive against NCL as to liability and amount. For purposes of this Article, the term “JAXPORT” shall include its governing board, officers, employees, agents and assigns and the term “NCL” shall include its officers, directors, divisions, affiliates, subsidiaries, subcontractors, agents, employees or assigns. In any and all claims or demands against Jaxport by any employee of NCL or any of NCL’s subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for NCL or any of NCL’s subcontractors under its insurance, any Worker’s Compensation Acts, Disability Acts or other employee benefits laws. The provisions of this Article shall survive the Term of this Agreement as such provisions may relate to any claim or demand that arose during the time this Agreement was in force and effect. Notwithstanding any of the foregoing, the indemnification provisions set forth herein shall be deemed applicable to any division, subsidiary or affiliate and given by such division, subsidiary or affiliate when NCL provides a substituted or additional NCL Vessel owned and operated by any of its divisions, subsidiaries or affiliates as permitted by Article 4.

Subject to the limitations of Florida Statute 768.28, Jaxport hereby agrees that it shall indemnify, defend and hold NCL harmless from and against any and all claims, actions, demands, losses, liabilities, and damages of whatsoever kind or nature, whether prosecuted by Jaxport or third parties, resulting from any negligent act, action, or omission, including but not limited to personal injuries including death, property damage or any other loss arising out of, incidental to or in any way connected to Jaxport activities on or its use and occupation of the Premises or Terminal Facilities, including any claim, action, demand, loss, liability, damage or injury occasioned by the escape, discharge, dispersal, release, seepage, leakage or spillage of any Hazardous Substance, as defined in Article 17, used or handled by Jaxport, except to the extent such claim, action, demand, loss, liability, damage or injury results from the negligence of NCL or any third party (but excluding any agent of Jaxport). Each Party shall give to the other Party written notice of any claim made or suit instituted that, in any way, affects the other Party or its

insurers. Jaxport and/or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against NCL for any cause for which Jaxport is liable under this Agreement shall be conclusive against Jaxport as to liability and amount. For purposes of this Article, the term “JAXPORT” shall include its governing board, officers, employees, agents and assigns and the term “NCL” shall include its affiliates, subsidiaries, subcontractors, agents, employees or assigns. To the extent permitted by law, including but not limited to the provisions of Section 768.28, Florida Statutes, in any and all claims or demands against NCL by any employee of Jaxport or any of Jaxport’s subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be restricted or reduced by any limitation on the amount or type of the damages, compensation or benefits payable by or for Jaxport or any of Jaxport’s subcontractors under its insurance, any Worker’s Compensation Acts, Disability Acts or other employee benefits laws. The provisions of this Article shall survive the Term of this Agreement as such provisions may relate to any claim or demand that arose during the time this Agreement was in force and effect. Notwithstanding any of the foregoing, the indemnification provisions set forth herein shall be deemed applicable to any division, subsidiary or affiliate and given by such division, subsidiary or affiliate when NCL provides a substituted or additional NCL Vessel owned and operated by any of its divisions, subsidiaries or affiliates as permitted by Article 4.

#### 11.2 Environmental Indemnification:

NCL hereby agrees that it shall indemnify, defend and hold Jaxport harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by Jaxport arising as a result of NCL’s activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any federal, state, municipal or other local environmental law, ordinance, rule or regulation or that lead to an environmental claim or penalty against Jaxport. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Jaxport hereby agrees that it shall indemnify, defend and hold NCL harmless against any and all claims, actions, injuries, demands, losses, liabilities, penalties, costs, expenses and damages incurred by NCL arising as a result of Jaxport’s activities on or its use and occupation of the Premises or the Terminal Facilities that are in violation of any federal, state, municipal or other local environmental law, ordinance, rule or regulation or that lead to an environmental claim or penalty against NCL. In the event the joint acts or omissions of Jaxport and NCL should give rise to any environmental claim, action, injury, demand, loss, liability, penalty, cost, expense or damage, the responsibility for such environmental liability shall be apportioned according to each Party’s pro rata share of the entire liability. In determining the pro rata share of each Party in the entire liability, their respective relative degrees of fault shall be the basis for allocation of liability. The principles of equity applicable to contribution generally shall apply. NCL will reasonably cooperate with Jaxport in the correction or remediation of any environmental hazard for which Jaxport is responsible. Similarly, Jaxport will reasonably cooperate with NCL in its remediation of any hazards or conditions for which NCL is responsible. Each Party shall give to the other Party notice of any claim made or suit instituted that, in any way, affects the other Party or its insurers. Each Party or its insurers shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against a Party for any cause for which the other Party is liable under this Agreement

shall be conclusive against the liable Party as to liability and amount. For purposes of this Article, the term “JAXPORT” shall include its governing board, officers, employees, agents and assigns and the term “NCL” shall include its officers, directors, divisions, affiliates, subsidiaries, subcontractors, agents, employees or assigns. The provisions of this Article shall survive the Term of this Agreement as such provisions may relate to any environmental claim or demand that arose during the time this Agreement was in force and effect. Notwithstanding any of the foregoing, the indemnification provisions set forth herein shall be deemed applicable to and binding on any division, subsidiary or affiliate and given by such division, subsidiary or affiliate when NCL provides a substituted NCL Vessel owned and operated by any of its divisions, subsidiaries or affiliates as permitted by Article 4.

## **ARTICLE 12: COMPLIANCE WITH LAW**

### 12.1 Generally.

NCL shall comply with and shall cause its officers, directors, affiliates, employees , and any other persons over whom it has control to comply with all municipal, state and federal laws, ordinances, and rules and regulations applicable to NCL’s use of the Premises including but not limited to applicable laws and regulations adopted by the United States Occupation Safety and Health Administration, United States Customs and Border Protection, United States Coast Guard, United States Environmental Protection Agency, Florida Department of Environmental Protection, Florida Department of Natural Resources, Florida Department of Transportation and United States Department of Transportation, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Law Enforcement, Florida Office of Motor Carrier Compliance, and the Jacksonville Port Authority Security Division. NCL shall also ensure compliance with applicable provisions of the Oil Pollution Act of 1990, 33 C.F.R., Part 105, Section 311.12 Florida Statutes, Jaxport’s rules and regulations governing the use of its Terminal Facilities by its tenants including Jaxport’s Seaport Security Plan adopted in accordance with Section 311.12, Florida Statutes and Jaxport’s published Tariff or its reissue. In the event any municipal, state or federal agency implements any law, ordinance, statute, rule or regulation requiring Jaxport, as the Premises owner, to perform any protective or preventative procedure including the booming of vessels, it shall be the responsibility of NCL to perform these procedures at its expense, provided that the necessity of such procedure is mandated or otherwise required as a result of NCL’s operation on the Premises. NCL agrees not to use any part or all of the Premises for any use or purpose in violation of any law, regulation, or ordinance of the United States, the State of Florida, or the City of Jacksonville, or other lawful authority having jurisdiction thereof. NCL agrees to operate in full compliance with the Memorandum of Understanding entered into by and between the Florida Department of Environmental Protection and the Florida-Caribbean Cruise Association on March 14, 2000.

### 12.2 Permits.

NCL shall be responsible for obtaining all local, state and federal permits and/or licenses as may be necessary for it to operate on the Premises under this Agreement. NCL shall maintain said permits and/or licenses throughout the entire Term of this Agreement and shall submit copies to Jaxport if requested to do so at no cost to Jaxport.

12.3 NCL Indemnity.

NCL will indemnify, hold harmless and reimburse Jaxport for any documented fine or penalty assessed against Jaxport that is imposed as a result of NCL's failure to comply with any law, ordinance, rule or regulation applicable to its operation on the Premises.

**ARTICLE 13: DAMAGE OR DESTRUCTION**

In the event that the Premises, or any portion thereof, is damaged or destroyed by fire or other casualty or the Berth is inaccessible to NCL's Vessels or passengers, Jaxport shall promptly repair or remedy the damage or situation to the condition that existed immediately prior to such casualty or provide reasonably suitable temporary alternative accommodations. If such casualty renders the Premises or Terminal Facilities unfit for NCL's operations for a period of thirty (30) consecutive days, or such condition cannot reasonably be substantially cured within such thirty (30) day period, NCL shall have the right to terminate this Agreement upon fifteen (15) days written notice (it being understood that said notice may be given within the cure period but only if such condition cannot practicably be substantially cured within such day cure period) without penalty. Notwithstanding the foregoing, in the event the Premises are damaged or destroyed by fire or other casualty or the Berth is inaccessible to NCL's Vessels or passengers, and if the insurance proceeds received by Jaxport from its insurance are not sufficient to completely restore the damage or destruction, or if the damage occurs during the last twelve (12) months of this Agreement, then, at Jaxport's option, this Agreement may be terminated without further liability of Jaxport and NCL and the Revenue Guarantee shall be prorated and paid through the date of the casualty event.

**ARTICLE 14: EMINENT DOMAIN**

If any part of the Premises is taken under power of eminent domain by any governmental authority during the Term, then if the part so taken causes the Premises to be no longer commercially viable for NCL's operation, NCL shall have the option to cancel this Agreement in its entirety without penalty. NCL shall have no right to share in any eminent domain award made to Jaxport compensating Jaxport for its ownership interest in the Premises. NCL shall not be entitled to seek apportionment of such an award based on any interest derived from this Agreement.

**ARTICLE 15: ASSIGNMENT, SUBLETTING AND TRANSFER**

NCL shall not sublease, assign or otherwise transfer any interest in or to the Premises to any person or entity not a Party to this Agreement. Except as expressly permitted in this Agreement, NCL is also specifically prohibited from assigning or otherwise transferring any of the rights granted to it by this Agreement to any other Party. Any such assignment or transfer shall be void and Jaxport may, at its sole option, terminate this Agreement.



## ARTICLE 16: DEFAULT AND REMEDIES

### 16.1 Default.

If any Party hereto shall breach or fail to perform any of its obligations under this Agreement (the “Defaulting Party”), then the Party not in default (the “Non-Defaulting Party”) shall provide written notice of such failure or breach to the Defaulting Party and afford the Defaulting Party a grace period to cure said breach or failure, as follows:

Where a grace period is specifically provided for in any Section of this Agreement, then the specific grace period shall apply.

Where a grace period is not specifically provided for in any other Section of this Agreement, the Non-Defaulting Party shall afford the Defaulting Party a grace period of: (i) ten (10) days to cure any monetary failure or breach; and (ii) thirty (30) days to cure any non-monetary failure or breach; provided, however, that if any non-monetary failure or breach cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure or breach, so long as the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said breach or failure to completion. Notwithstanding the foregoing, the Defaulting Party must complete the cure of a non-monetary breach or failure within sixty (60) days.

If any breach or failure to perform shall not have been cured by the expiration of the applicable grace period set forth above, then a “Default” shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth herein.

### 16.2 Non-Defaulting Party’s Rights and Remedies.

Except as set forth in Section 6.6, if a Default shall occur, the Non-Defaulting Party shall have the following remedies and rights (but not the obligation), including but not limited to:

To cure such Default on behalf of the Defaulting Party (whether by entry onto the Premises, performance of the required act, or the payment of monies due), in which event the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all reasonable documented sums paid by it to effect such cure, together with interest thereon at twelve percent (12%) (the “Default Rate”); and

An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due; and

An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and

An action for recovery of all actual losses incurred by the Non-Defaulting Party in connection with the Default; and

Termination of this Agreement, in which event all sums due through the remainder of the Term from the Defaulting Party may be accelerated and due and payable to the Non-Defaulting Party; and

Any other rights or remedies available at law or equity.

### 16.3 Cumulative Rights.

The remedies heretofore described in this Article shall be in addition to any other rights or remedies the Non-Defaulting Party may have in this Agreement, at law, equity, or otherwise in the event of a Default, and the exercise of one or more rights or remedies shall not be deemed to exclude or waive the right to exercise any other right or remedy, except as specifically set forth herein.

## **ARTICLE 17: ENVIRONMENTAL MANAGEMENT, COMPLIANCE AND RESPONSIBILITY**

### 17.1 Definitions:

For the purposes of this Agreement, the following definitions shall apply:

“Hazardous Substance shall mean and include any and all substances defined or designated as hazardous wastes, hazardous materials, dangerous substances, or petroleum products as defined by U.S Environmental Protection Agency and U.S. department of Transportation or in any applicable state or local law, toxic or radioactive materials according to the provisions of any U.S. law or regulation applicable to NCL’s operation on the Premises.

“Hazardous Substance Release” shall be interpreted in the broadest sense to mean the spilling, discharge, dumping, leaking of any Hazardous Substance into the air or into or upon any land or waters, except as authorized by a then current and valid permit issued under applicable United States laws and regulations.

### 17.2 General Environmental Obligations of NCL:

NCL shall manage and conduct all of its activities and operations on the Premises and the Terminal Facilities in compliance with all applicable laws and regulations and all requirements of this Agreement relating to environmental matters.

### 17.3 Remediation of Environmental Damage:

NCL, at its sole cost and expense, shall expeditiously conduct or cause to be conducted in accordance with any Applicable Environmental Law any response or action necessary to remove, remediate, clean up, or abate any material Hazardous Substance Release, threatened Release, or disposal of Hazardous Substances not permitted under applicable law if such response action is attributable to the use or occupancy of the Premises by NCL.

NCL shall be responsible for the remediation of any contamination to the environment caused by any Hazardous Substance Release resulting from operations of NCL, on the Premises or the Terminal Facilities that occurs from the date of this Agreement, through the Term of this Agreement or that occurs during the Term but continues after its expiration or that occurs during any holdover of the Premises, including the payment of all investigative, clean up or restoration costs associated therewith.

17.4 Limitation of NCL's Liability:

Notwithstanding anything contained in this Agreement to the contrary, NCL shall have no liability for Hazardous Substance Releases: (i) that existed on the Premises prior to the commencement of the Prior Agreement, unless caused by NCL, or its affiliates, subsidiaries, divisions, or their employees, agents or contractors or, (ii) that were or are caused by Jaxport, its employees, agents or invitees, or (iii) which NCL can demonstrate were caused by a third party that is not NCL or its officers, directors, affiliate, subsidiary, or division.

17.5 Environmental Inspection:

Jaxport reserves the right and may, at any time enter upon the Premises for the purpose of determining NCL's compliance with the provisions of this Agreement relating to environmental matters provided any such action does not delay, restrict or hinder NCL's operations at the Premises.

**ARTICLE 18: MISCELLANEOUS**

18.1 Waiver.

No waiver by either Party of any default or breach of any covenant, condition, or stipulation contained in this Agreement is a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Agreement.

18.2 Consents.

Whenever a Party's approval, permission, concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld, conditioned, or delayed, except as and to the extent expressly provided to the contrary in this Agreement; provided, however that neither Party shall be required to waive a default hereunder.

18.3 Additional Instruments.

The Parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. Such additional instruments shall be executed with the same formalities as this Agreement.

18.4 Force Majeure Event.

Except for NCL's obligation to pay charges and fees and to obtain insurance as required in this Agreement, Jaxport and NCL are excused from performing any of their respective duties, obligations or undertakings under this Agreement in the event and so long as the performance of such duty, obligation or undertaking is prevented, delayed, retarded or hindered by an Act of God, epidemic, fire, earthquake, flood, explosion, action of civil commotion, sabotage, malicious mischief, strike, lockout, action of labor unions, condemnation, governmental restriction, order of civil or military or naval authorities, embargo, impossibility of obtaining materials, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the Party in question including with respect to a NCL Vessel, the destruction, theft, or seizure of the vessel, vessel mechanical problems of a material nature or other causes or similar type and quality beyond the reasonable control of NCL. Either Party entitled to such extension hereunder will give prompt written notice to the other Party as soon as possible after the occurrence causing such delay asserting its claim of right to such extension and the reasons therefor.

#### 18.5 Adverse Termination.

If any new or change of applicable law is enacted, whether such law or regulation governs or relates to NCL's obligations and performance under this Agreement, which imposes a fee, tax or other requirement which, in NCL's opinion, reasonably exercised, could have a material adverse effect (\$1,000,000 or greater) on NCL and/or its divisions, subsidiaries or affiliates (a "MAC Event") and such adverse effect could be avoided or reduced, in whole or in part, by repositioning NCL's vessels, NCL shall have the right to terminate this Agreement, without liability to Jaxport except for accrued fees and charges to the date of termination (a "MAC Termination"), by giving 30 days prior written notice to Jaxport, and NCL may cease its operations at the Terminal on the termination date set forth in such notice. Written notice of a MAC Termination shall be delivered by NCL to Jaxport within 30 calendar days after NCL's actual knowledge of the occurrence of a MAC Event. During any period of MAC Termination, Jaxport may permit other Parties to use the Terminal.

#### 18.6 Notices

Any notice required to be given hereunder shall be in writing and sent by either hand delivery, overnight courier service, or United States certified or registered mail, postage prepaid, addressed to the Parties as follows:

If to Jaxport:

Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206  
Attention: CEO

With Copy to:

Jacksonville Port Authority  
2831 Talleyrand Avenue  
Jacksonville, Florida 32206  
Attention: Chief Legal Officer

If to NCL:

NCL (Bahamas) Ltd.  
7665 Corporate Center Drive  
Miami, Florida 33126  
Phone:  
Fax:  
Attn: Senior Vice President, Development &  
Construction

With Copy to:

General Counsel  
NCL (Bahamas) Ltd.  
7665 Corporate Center Drive  
Miami, Florida 33126  
Phone:  
Fax:

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a Party may be changed, from time to time, by notice from such Party given as herein required.

18.7 No Joint Venture; No Lease; No Lien on Vessel.

Jaxport and NCL do not intend, by entering into this Agreement, to create a partnership, joint venture or any relationship other than that of independent contractors and licensor and licensee. Nothing in this Agreement shall be construed to create such a partnership, joint venture or other relationship, nor shall it be construed to create any pledging of the credit of Jaxport or the faith and credit of Jaxport. It is agreed that this Agreement is not a lease, and that no interest or estate in real property or the improvements located in or at the Premises is created by this Agreement. Jaxport confirms that it entered into this Agreement based on the credit of NCL and Jaxport hereby waives any lien or security interest it might have on a NCL Vessel for payments due to Jaxport arising by statute or otherwise by operation of law.

18.8 Governing Law.

This Agreement shall be governed by, construed and enforced in accordance exclusively with the laws of the State of Florida, and the proper venue for any action arising under this Agreement shall be exclusively in Duval County, Florida.

18.9 Construction of this Agreement.

This Agreement shall not be construed for or against any Party on the basis that such Party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

18.10 Binding Effect.

The covenants, terms, conditions, provisions and undertakings in this Agreement shall extend to and be binding upon the permitted successors and assigns of the respective Parties hereto as if they were in every case named and expressed, and wherever reference is made to either of the Parties hereto, it shall be held to include and apply also to the permitted successors and assigns of such Party as if in each and every case so expressed.

18.11 Entire Agreement.

This Agreement contains the entire agreement and understanding between the Parties relating to its subject matter. There are no oral understandings, terms or conditions, and neither Party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

18.12 Severability.

If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

18.13 Captions.

The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

18.14 Time of Essence.

Time is of the essence of this Agreement.

18.15 Interest on Delinquent Amounts.

Any amounts owing from one Party to the other Party under this Agreement and not paid when due shall bear interest from and after the due date at the Default Rate until paid, provided however, that no such interest shall accrue on any Jaxport obligation to pay until the expiration of forty-five (45) days after the date such payment is due.

18.16 Waivers.

No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any Party under the same or any other provision.

18.17 Cumulative Remedies.

Except as set forth in Section 6.6, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

18.18 Attorneys' Fees.

The prevailing Party in any dispute arising hereunder shall be entitled to recover from the other Party its reasonable attorney's fees and costs incurred in any such dispute, including any appeals.

18.19 Amendment.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Jaxport or NCL. This Agreement may not be changed, modified, rescinded, or renewed except in writing by Jaxport and NCL, and any attempt at oral modification of this Agreement shall be null and of no effect.

18.20 Authority.

Each Party hereto hereby represents and warrants to the other that: (a) it has the authority to enter into this Agreement, (b) it has obtained any required third party consents to this Agreement, (c) it shall undertake and perform its respective obligations hereunder, (d) entering into this Agreement will not conflict or result in a breach of any agreement to which the each Party is subject to; and (e) the individuals signing on behalf of each Party have authorization to do so. NCL hereby acknowledges it is doing business in the State of Florida. The execution of this Agreement by NCL is deemed to be its agreement that if NCL fails or ceases to have a registered agent for service of process in the State of Florida, then NCL hereby appoints the Florida Secretary of State as its agent for service of process.

18.21 Exhibits.

All exhibits are attached hereto and incorporated by this reference thereto.

18.22 Surrender.

Upon expiration or termination of this Agreement, NCL shall return and deliver the Premises to Jaxport in substantially the same condition in which the Premises existed as of the Effective Date, subject to reasonable wear and tear, alterations by NCL permitted by this Agreement, maintenance and repairs for which Jaxport is responsible, Force Majeure Events, casualty, and condemnation.

18.23 Liability Limitation.

No individual who is a shareholder of NCL, or a member of Jaxport or an officer, director, employee or agent of any Party hereto shall be liable to any other Party, or any successor in interest thereto, for any default by a Party hereunder.

18.24 Bankruptcy.

Neither bankruptcy, insolvency, assignment for the benefit of creditors, nor the appointment of a receiver affects this Agreement so long as all covenants of the Parties are continued in performance by them and their respective successors or legal representatives.

18.25 Counterpart and Facsimile Signatures.

This Agreement may be executed in counterparts and via facsimile signatures, the original counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

18.26 Radon Gas.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.

WITNESS:

Jacksonville Port Authority

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Eric B. Green, Chief Executive Officer

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESS:

NCL (Bahamas) Ltd., doing business as  
Norwegian Cruise Line, a Foreign corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

### Exhibit A PREMISES



**Exhibit B**  
**BERTHING SCHEDULE**

<b>Brand</b>	<b>Ship Name</b>	<b>Date</b>	<b>Call Type</b>
Norwegian	Norwegian Gem	11/3/2025	Full Turn-Around
Norwegian	Norwegian Gem	11/8/2025	Full Turn-Around
Norwegian	Norwegian Gem	11/16/2025	Full Turn-Around
Norwegian	Norwegian Gem	11/21/2025	Full Turn-Around
Norwegian	Norwegian Gem	11/26/2025	Full Turn-Around
Norwegian	Norwegian Gem	12/1/2025	Full Turn-Around
Norwegian	Norwegian Gem	12/12/2025	Full Turn-Around
Norwegian	Norwegian Gem	12/16/2025	Full Turn-Around
Norwegian	Norwegian Gem	12/21/2025	Full Turn-Around
Norwegian	Norwegian Gem	12/26/2025	Full Turn-Around
Norwegian	Norwegian Gem	12/30/2025	Full Turn-Around
Norwegian	Norwegian Gem	1/4/2026	Full Turn-Around
Norwegian	Norwegian Gem	1/16/2026	Full Turn-Around
Norwegian	Norwegian Gem	1/20/2026	Full Turn-Around
Norwegian	Norwegian Gem	2/1/2026	Full Turn-Around
Norwegian	Norwegian Gem	2/13/2026	Full Turn-Around
Norwegian	Norwegian Gem	2/17/2026	Full Turn-Around
Norwegian	Norwegian Gem	2/28/2026	Full Turn-Around
Norwegian	Norwegian Gem	3/5/2026	Full Turn-Around
Norwegian	Norwegian Gem	3/9/2026	Full Turn-Around
Norwegian	Norwegian Gem	3/14/2026	Full Turn-Around
Norwegian	Norwegian Gem	3/19/2026	Full Turn-Around
Norwegian	Norwegian Gem	3/23/2026	Full Turn-Around
Norwegian	Norwegian Gem	3/28/2026	Full Turn-Around
Norwegian	Norwegian Gem	4/2/2026	Full Turn-Around
Norwegian	Norwegian Gem	4/6/2026	Full Turn-Around / Partial Turn-Around*