

MEMORANDUM OF AGREEMENT

AMONG

NORWEGIAN CRUISE LINE HOLDINGS (NCLH);

**ICY STRAIT POINT (ISP), WARD COVE DOCK GROUP, LLC (WARD COVE),
PORT OF KETCHIKAN & THE PACIFIC & ARCTIC RAILWAY & NAVIGATION
COMPANY;**

**CITY OF HOONAH, ALASKA (HOONAH), CITY AND BOROUGH OF JUNEAU
(JUNEAU), CITY OF KETCHIKAN (KETCHIKAN), A.J. JUNEAU DOCK, LLC,
KETCHIKAN GATEWAY BOROUGH (KGB) & MUNICIPALITY OF SKAGWAY;**

AND

STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES (DHSS)

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Exhibits:

Exhibit 1 – Port Operations - COVID-19 Safety Procedures

Exhibit 2 – CSL Approved Ships and Capacities

Exhibit 3 – CSL Vaccination Strategies

Exhibit 4 – CSL Protocols

This **MEMORANDUM OF AGREEMENT** (“MOA”) is entered on May____, 2021 (the “Effective Date”), by and among Norwegian Cruise Line Holdings Ltd. (“NCLH”), the City of Hoonah, Alaska (“Hoonah”), the City and Borough of Juneau (“Juneau” or “CBJ”), the City of Ketchikan (“Ketchikan”), Ketchikan Gateway Borough (“KGB”), the Municipality of Skagway (“Skagway”), the state of Alaska Department of Health and Social Services (“DHSS”), Icy Strait Point, LLC (“ISP”), and Ward Cove Dock Group, LLC (“Ward Cove”), A.J. Juneau Dock, LLC, and Pacific & Arctic Railway & Navigation Company (PARN).

Each of the above parties shall be hereinafter referred to as a “Party” and collectively, as the “Parties”.

RECITALS

WHEREAS, the City of Hoonah does not exercise oversight or control as a port authority or local health authority at Icy Strait Point (“ISP”), but (1) accepts DHSS as the local health authority for purposes of this MOA, and (2) has an interest in the health and safety of its residents, and therefore joins this agreement as a Party;

WHEREAS, the City of Ketchikan (1) holds local public health powers, but accepts DHSS as the local health authority for purposes of this MOA, and (2) exercises authority over City of Ketchikan docks (the “Ketchikan Docks”);

WHEREAS, the Ketchikan Gateway Borough does not exercise oversight or control as a local health authority, but exercises authority over privately-owned Ward Cove, and therefore joins this agreement as a Party;

WHEREAS, the City and Bureau of Juneau (1) has local public health powers in its jurisdiction, but accepts DHSS as the local health authority for purposes of this MOA, and (2) exercises authority over two cruise ship docks owned by CBJ and two private cruise ship docks located in Juneau (the “Juneau Ports”);

WHEREAS, the Municipality of Skagway does not exercise oversight or control as a port authority or local health authority at Pacific & Arctic Railway & Navigation (“PARN”), but (1) accepts DHSS as the local health authority for purposes of this MOA, and (2) has an interest in the health and safety of its residents, and therefore joins this agreement as a Party;

WHEREAS, DHSS is, for purposes of this MOA, the local health authority responsible for implementing State laws relating to public health and exercising jurisdiction over the Ports (defined below);

WHEREAS, Icy Strait Point, LLC, Ward Cove Dock Group, LLC, Port of Ketchikan, Ketchikan Gateway Borough, the City of Borough of Juneau, A.J. Juneau Dock, LLC, and Pacific & Arctic Railway & Navigation (“PARN”) (collectively, “Port Owners”) own, operate, or exercise oversight and control over a port or privately owned dock (each, a “Port”, and collectively, “Ports”), thereby serving as U.S. port authorities for purposes of this MOA;

WHEREAS, NCLH is authorized and qualified to conduct business in the state of Alaska, is entering into this MOA on behalf of itself and its brands and affiliates, including without limitation Norwegian Cruise Line, Oceania, and Regent Seven Seas Cruises, and any other multi-day passenger cruise line that is now or hereafter acquired by or affiliated with NCLH;

WHEREAS, NCLH is the “Cruise Ship Operator” or “CSL” for purposes of this MOA;

WHEREAS, the Parties to this MOA are mutually committed to resumption of tourism in Southeast Alaska following the suspension of cruise ship operations due to the COVID-19 pandemic;

WHEREAS, the U.S. Department of Health and Human Services (“HHS”) and Centers for Disease Control and Prevention (“CDC”) issued the “Order under Sections 361 & 365 of the Public Health Service Act (42 U.S. C. §§ 264, 268) and 42 C.F.R. Part 70 (Interstate) and Part 71 (Foreign): Framework for Conditional Sailing and Initial Phase COVID-19 Testing Requirements for Protection of Crew” (referred to herein as the “Conditional Sailing Order” or “CSO”) on October 30, 2020, as a framework for a phased resumption of cruise ship operations;

WHEREAS, on April 2, 2021, the CDC issued further “Technical Instructions for a Cruise Ship Operator’s Agreement with Port and Local Health Authorities under CDC’s Framework for Conditional Sailing Order” (“Technical Instructions”) and a “Checklist for Port and Local Health Authorities: Cruise Ship Operator Agreements under CDC’s Framework for Conditional Sailing Order (CSO)” (“Checklist”) (the CSO, Technical Instructions, and Checklist shall be collectively referred to herein as the “Framework for Conditional Sailing” or “FCS”);

WHEREAS, the FCS was further supplemented by the CDC’s April 28, 2021 letter allowing cruise ship operators to submit an attestation to CDC under 18 U.S.C. § 1001 that 98 percent of crew are fully vaccinated and submit to CDC a clear and specific vaccination plan and timeline to limit cruise ship sailings to 95 percent of passengers who have been verified by the cruise ship operator as fully vaccinated prior to sailing, thereby enabling cruise ship operators to resume restricted passenger voyages without conducting simulated passenger voyages;

WHEREAS, the FCS was further supplemented on May 12, 2021 by CDC amendment to the COVID-19 Operations Manual for Simulated and Restricted Voyages authorizing cruise ship operators, at their discretion, to advise passengers and crew that—if they are fully vaccinated—they may engage in self-guided or independent exploration during port stops, if they wear a mask while indoors;

WHEREAS, with respect to restricted voyages, CSL has committed to operate with a crew that is 95 percent fully vaccinated and to limit cruise ship sailings to 95 percent of passengers who have been verified by CSL as fully vaccinated prior to sailing, in compliance with the CDC’s April 28, 2021 guidance letter, as amended; and as may be modified in accordance with CDC guidance

WHEREAS, CSL has committed to obtaining a COVID-19 Conditional Sailing Certificate prior to conducting restricted passenger voyages at the Ports;

WHEREAS, the scope of this MOA is accordingly limited to restricted passenger voyages as CSL will not be required to conduct simulated passenger voyages at the Ports;

WHEREAS, the FCS, as amended by the April 28, 2021 guidance letter, requires a cruise ship operator to enter into agreements with port and local health authorities where a ship intends to dock or make port during restricted passenger voyages, and that each local agreement include a (1) port component; (2) medical care component; and (3) housing component;

WHEREAS, all obligations concerning notifications to CSL's passengers and crew concerning risks of COVID-19 and medical treatment protocols rest solely with CSL;

WHEREAS, by agreement of the Parties, the medical care and housing components are unnecessary for purposes of this MOA, because CSL has committed to transport any COVID-19 positive passengers to Seattle for medical care, and that the health care, housing, and transportation agreements developed for the Port of Seattle will effectively address the needs of the Ports;

WHEREAS, the Parties wish to accommodate resumption of cruise ship operations in Southeast Alaska in accordance with applicable law, the FCS as amended and effective as of the date of this MOA, and in accordance with the terms of this MOA, subject to final approval by the applicable respective local government elected body;

WHEREAS, the Parties agree that this MOA is expressly limited to ongoing risks of the COVID-19 pandemic and the Parties' coordinated compliance with CDC regulations concerning the restricted passenger voyages contemplated hereby;

WHEREAS, the Parties recognize that conditions pertaining to COVID-19 as well as public health rules, requirements, and guidance regarding this virus may change and therefore agree to consider making modifications to this MOA if necessary to implement new procedures, rules, requirements, orders, or guidance; and

WHEREAS, the Parties accordingly desire to enter into this MOA and agree to the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

- (1) **Incorporation of Recitals; Binding Effect.** The above Recitals are incorporated herein and made a part hereof. This MOA is intended as a definite expression and record of the purpose and intention of the Parties to pursue a limited cruise ship season in Southeast Alaska, to which each honorably pledge themselves. The sole remedy for any Party's breach of this agreement is the termination right described in Paragraph 2.
- (2) **Term.** The term of this MOA ("Term") shall be from the Effective Date until the earlier of (a) the date that the CSL is no longer in effect, or CDC otherwise lifts or repeals the FCS; or (b) any Party terminates this MOA by giving all other Parties at least seven (7) days' written notice. CSL shall not conduct cruise operations at the Ports after the date of termination without a new agreement in place that satisfies the

conditions of the FCS unless same has expired, been rescinded, or is otherwise no longer applicable.

(3) **Port Owners' Obligations.**

3.1 In fulfillment of CDC recommendations, Port Owners have provided and shall continue to regularly provide information to those of its Port employees anticipated to interact with cruise passengers and/or crew regarding the risks of COVID-19 and how to minimize exposure to same.

3.2 As provided in Section 7.3, Port Owners shall adopt practices to encourage any port personnel who are expected to interact with travelers (passengers or crew) to be vaccinated.

3.3 Port Owners shall comply with applicable requirements of the (i) COVID-19 Safety Procedures (Exhibit 1), and (ii) FCS imposed on "port authorities" as that term is defined in the FCS, expressly excluding any FCS obligations imposed on cruise ship operators, or any obligations that may be imposed on or relate to port personnel other than each Port Owners' employees.

(4) **Local Health Authority's Obligations.**

4.1 DHSS shall act as the local health authority pursuant to CDC guidelines and shall monitor and enforce compliance with the MOA limited to the authority granted to it under Alaska Statutes, Title 18. DHSS will provide local infrastructure and support for purposes of this MOA and any Conditional Sale Certificate issued by the CDC. For avoidance of doubt, DHSS's local health authority is limited to the purposes of this MOA for the Term.

4.2 DHSS acknowledges that it has reviewed this MOA, including Exhibits, and is reliant upon CSL's assertions that (i) CSL will have sufficient medical capacity to care for travelers (passengers and crew) if an unanticipated outbreak of COVID-19 occurs on board one or more of CSL's vessels, including potential intensive care and non-intensive care needs, as well as enough capacity to isolate patients with COVID-19; (ii) CSL will have sufficient quantity of housing on board to meet the needs of travelers (passengers and/or crew) until such travelers meet CDC's criteria to discontinue isolation or for the CDC-recommended quarantine period; and (iii) CSL commits to transport COVID-19 positive passengers to Port of Seattle for medical care, unless CSL makes alternative arrangements with local hospitals.

(5) **Cruise Ship Operator's (CSL's) Obligations.** In conducting restricted passenger voyages to or from the Ports, CSL shall always, and at its cost, comply with all requirements and minimum standards provided in or imposed by (i) the FCS and any further technical requirements or guidance that may be issued by the CDC in connection therewith (as may be amended and/or supplemented by the CDC from

time to time) and (ii) this MOA, including all exhibits attached hereto. Such Cruise Ship Operator obligations shall include, without limitation, each of the following:

5.1 COVID-19 Safety Procedures. CSL shall comply with and implement all applicable requirements, protocols, and procedures set forth in the COVID-19 Safety Procedures, incorporated and attached hereto as Exhibit 1.

5.2 Approved Ships and Capacities. All of CSL's ships identified on Exhibit 2 are covered by the terms of this MOA. CSL shall comply with all applicable requirements, protocols, and procedures set forth in Exhibit 2, attached and incorporated hereto with title "CSL Approved Ships and Capacities." Exhibit 2 identifies each CSL vessel covered by this MOA, each vessel's authorized days and hours of operation at the Ports, each vessel's regular passenger capacity (based on double occupancy) and normal crew size, and each vessel's restricted (maximum allowed) passenger and crew capacities hereunder. Exhibit 2 also includes an explanation of the factors relied upon by all parties in determining these numbers, including the potential for COVID-19 variants.

5.3 Required Vaccination Strategies. CSL shall comply with and implement all applicable requirements, protocols, and procedures set forth in Exhibit 3 titled "CSL Vaccination Strategies", which is attached and incorporated hereto. Exhibit 3 includes a plan and timeline for vaccination of cruise ship crew prior to resuming passenger operations; presents proposals regarding how CSL intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities; designates a Cruise Ship Operator vaccine coordinator to oversee implementation and maintenance; includes an education component for port personnel and travelers about the importance of getting the COVID-19 vaccine; and includes processes for vaccination of port personnel who are expected to interact with travelers.

5.4 Required Port Protocols. CSL shall comply with the FCS and implement each of the CSL Protocols attached and incorporated as composite Exhibit 4, including: (1) Embarkation Procedures – Simulated Voyages and Restricted Passenger Voyages; (2) Procedures for Day of Embarkation Screening; (3) Emergency Response Plans; (4) Protocols for Contacting Emergency Medical Services (Non COVID-19 Related); (5) Protocols that Avoid Medical Evacuations at Sea; (6) Disembarkation Procedures in Event of COVID-19 Outbreak; (7) Procedures to Avoid Congregation of Embarking and Disembarking Travelers; (8) Procedures for Informing Port Personnel who interact with travelers of COVID-19 Risks; (9) Procedures for Routine Testing and Symptom Monitoring of Port Personnel; (10) Procedures for Routine and Outbreak-Level Cleaning for Gathering Areas and Transportation Vehicles; and (11) Reporting Requirements of COVID-19 Cases During Voyages.

5.5 CDC Approval of Restricted Passenger Voyages. Prior to commencing restricted passenger voyages, CSL shall first obtain written approval of same from the CDC and transmit a copy of same to the port directors for each of the Ports and the Commissioner of DHSS.

(6) CDC-Required Medical Care, Transportation, and Housing Components.

The Medical Care, Transportation, and Housing Components required by the FCS shall be met by existing agreements between CSL and the CSL home port of Seattle for downline ports associated with cruises from Seattle to the Ports. Prior to CSL commencing restricted passenger voyages to the Ports, CSL shall provide a copy of these agreements to all other Parties hereto. CSL attests and represents that it has existing, fully executed agreements concerning medical transport and medical care as required by the CDC and as outlined further in this Section 6 and that copies will be made available upon request.

6.1 Medical Transportation and Medical Care Component.

6.1.1 The Parties have considered the potential medical care needs of travelers including the capacity of local public health, port authority, hospital, and other emergency response personnel to respond to an onboard outbreak of COVID-19. The Parties have evaluated the need for further contingency planning to provide medical care to travelers in the event of limited hospital beds, medical personnel, or other factors potentially limiting the capacity of the cruise ship operator's designated shoreside medical facilities or healthcare systems.

6.1.2 In determining the sufficiency of the CSL's contractual medical care service agreements, the Parties have considered and relied upon the following factors: capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2); capacity of primary medical service suppliers contracted by CSL; and redundancy of additional or back-up contracted medical care service suppliers.

6.1.3 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address contingency planning to provide for the medical care needs of travelers, CSL ship capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2(A) - 2(D)), CSL Vaccination Strategies (Exhibit 3), and the CSL Protocols incorporated as Exhibit 4, the Parties agree that (further contingency planning by the Parties is not required for purposes of this MOA.

6.2 Housing Component.

6.2.1 The Parties have considered the potential housing needs of travelers, including the capacity of local public health, port authorities, hospital, and other emergency response personnel to oversee and monitor the housing needs of travelers under isolation and quarantine. The Parties have considered each of the factors set forth in the CDC Checklist Housing Component items 1-7.

6.2.2 In determining the sufficiency of the CSL's contracted shoreside facilities, the Parties have relied upon the following factors: the capacities of CSL's vessels set forth in Exhibit 2, CSL's vaccination strategies set forth in Exhibit 3, and CSL's mitigation strategies and protocols set forth in Exhibit 4.

6.2.3 Having considered and relied upon the FCS requirements imposed on cruise ship operators to address the housing needs of travelers, CSL ship capacity and other restrictions included in CSL Approved Ships and Capacities (Exhibit 2), CSL Vaccination Strategies (Exhibit 3), and the CSL Protocols incorporated as Exhibit 4, the Parties agree that CSL's home port agreement with the Port of Seattle shall govern the terms of CSL contractual or corporate-owned shoreside housing facilities to serve homeport and downline port operations. CSL attests and represents that it has existing, fully executed agreements concerning housing needs of travelers as required by the CDC and as outlined further in this Section 6 and that copies will be made available upon request.

6.3 *Financial Responsibility for Agreements required by CDC.* CSL shall be solely responsible for all costs and expenses arising under any of the medical care, transportation, or housing service agreements required by the FCS or any technical requirements or guidance issued by the CDC in connection therewith, or arising from or relating to such similar transportation, medical care, and/or housing services procured or requested by or on behalf of CSL. All such agreements shall comply with applicable requirements of the FCS and Exhibits 1 and 4.

(7) Vaccination Component.

7.1 CSL's proposal for how it intends to incorporate vaccination strategies to maximally protect passengers and crew from introduction, amplification, and spread of COVID-19 in the maritime environment and land-based communities, is attached and incorporated as Exhibit 3. The proposal lists CSL's vaccination coordinator and includes CSL's processes and timeline for vaccination of ship crew and passengers.

7.2 The Parties agree to Exhibit 3's provisions concerning education of port personnel and travelers about the importance of getting a COVID-19 vaccine.

7.3 Port Owners will encourage all port personnel and employees to be vaccinated.

(8) Additional Port Procedures Required by the FCS.

8.1 *Required CSL Embarkation Procedures.* During CDC authorized restricted passenger voyages, CSL must comply with CSL Embarkation and Disembarkation Procedures set forth in Exhibit 4 to minimize contact between travelers and port personnel. CSL Embarkation and Disembarkation Procedures shall comply with the FCS and the COVID-19 Safety Procedures (Exhibit 1) and shall include day-of-embarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and management of individuals who test positive and their close contacts.

8.2 Emergency Response Plan. In the event that more than one ship at any Port experiences a simultaneous outbreak of COVID-19, CSL shall at its cost comply with all emergency response plan requirements set forth in Exhibit 1(A) - Exhibit 1(D) and Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port Owners, DHSS and/or the CDC in response to such outbreak. In developing emergency response plans for each of the Ports, Port Owners have jointly considered a “worst case” scenario of multiple ships from multiple cruise ship operators experiencing simultaneous outbreaks of COVID-19.

8.3 Exigent Circumstances Requiring Other Medical Services. For exigent circumstances not covered by CSL medical services agreements (e.g., a medical emergency not related to COVID-19), CSL shall at its cost follow and comply with the applicable non-COVID-19 medical emergency protocols set forth in Exhibit 4 attached hereto.

8.4 Evacuations at Sea. All unavoidable medical evacuations at sea must be contracted for by CSL, at CSL's sole cost, and coordinated by CSL with the U.S. Coast Guard.

8.5 Disembarkation Procedures in the Event of an Outbreak of COVID-19. In the event of an outbreak of COVID-19 on any CSL vessel operating under this MOA, CSL will follow and comply with, at its cost, all applicable disembarkation procedures that apply in the event of an outbreak of COVID-19, included in Exhibits 1 or 4 hereto or in the FCS and, during CSL restricted passenger voyages, CSL shall use and follow CSL Embarkation and Disembarkation Procedures set forth in Exhibits 1 and 4 hereto.

8.6 Cruise Terminal, Ship, and Transportation Vehicle Cleaning Procedures and Requirements.

8.6.1 Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the COVID-19 Safety Procedures, the Port Owners shall cause each cruise terminal (and any associated bathrooms therein and connected passenger boarding bridges) covered by this MOA, to be cleaned in accordance with the Routine Cleaning Procedures set forth in Exhibit 1 and/or Exhibit 4 hereto.

8.6.2 Notwithstanding the terms of subsection 8.6.1 above, in the event of a COVID-19 “moderate outbreak” or “full outbreak” on any vessel calling on a Port terminal or other outbreak impacting a Port facility, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1 and/or Exhibit 4 attached hereto, and with any directives, instructions, and/or standard operating procedures issued by the Port Owner, local health authority, and/or the CDC in response to such outbreak.

8.6.3 In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, CSL shall at its cost cause same to be cleaned

in accordance with, as applicable, the CSL's Transportation Vehicle Cleaning Requirements included in Exhibit 4, and all applicable FCS requirements.

8.7 CDC Reporting Requirements. CSL shall timely comply with (1) all CDC reporting requirements included in the FCS or otherwise required by the CDC, including requirements for reporting of cases identified during a voyage to local health authorities; and (2) all reporting requirements included in Exhibit 4.

(9) Port Owners and DHSS Conditional Authorization of Restricted Passenger Voyages.

9.1 Subject to CSL's compliance with all terms, conditions, and requirements hereof and all exhibits hereto, expressly including, without limitation the FCS, and subject to the CDC's future issuance of its written approval to CSL to conduct restricted passenger voyages to and from the Ports, Port Owners and DHSS hereby authorize and approve the same to the extent authorized by and in accordance with such contemplated future CDC approval(s), as delineated in Exhibit 2 attached. Subject to availability and obtaining the prior written approval of the Port Director for each Port and applicable local government authority, CSL may for good cause seek to switch or modify a previously authorized vessel berth's assigned date and/or time.

9.2 Notwithstanding and prevailing over the foregoing, the Port Owners and DHSS reserve their respective rights to rescind, reduce, otherwise modify, and/or further condition any approval conferred herein in light of changing circumstances relating to COVID-19 infection rates, the development or spread of variants, the availability or scarcity of local resources needed for the protection of the local community, or otherwise. The Port Owners and DHSS additionally reserve their respective rights to temporarily suspend or rescind the MOA if local resources become insufficient to adequately respond to an onboard outbreak of COVID-19 on a cruise ship. However, the Parties acknowledge that in the event of suspension or rescission of this MOA, such suspension or rescission shall not deny a cruise ship's ability to make port as approved by the CDC and in accordance with all requirements hereof, if on a voyage that commenced hereunder prior to such suspension or rescission.

9.3 CSL shall immediately notify the CDC if the MOA is modified, amended, or rescinded.

(10) Compliance with Laws. The Parties shall comply with all applicable laws, regulations, codes, and ordinances including local municipal health mandates established by any applicable governmental authority having jurisdiction over its services or obligations under the MOA, as may be amended from time to time, and any laws, regulations, codes, ordinances, rules, and public health guidelines pertaining to SARS-CoV-2/COVID-19 or other communicable disease, and shall ensure that its employees, agents, contractors, subcontractors (of all tiers), affiliates

and guests also comply therewith, including, but not limited to, all applicable training requirements. The Parties additionally agree to follow the notification procedures to appropriate parties as outlined in the *Alaska Multi-Agency Maritime Communicable Disease Emergency Response Plan*.

- (11) **Notices.** Any and all notices, requests, demands and other communications required or permitted to be given pursuant to this MOA shall be in writing and shall be deemed to have been duly given when: (i) delivered by hand; (ii) deposited in the mail by registered or certified mail, return receipt requested; (iii) sent via electronic mail, with a requested read receipt response; or (iv) sent by recognized international overnight courier. No notice shall be effective unless and until received by the recipient.

If to CSL:

Norwegian Cruise Line Holdings, 7665 Corporate Center Dr, Miami, FL 33126

If to the Port Owners:

Icy Strait Point, LLC, 108 Cannery Rd, Hoonah, AK 99829
Port Director: Tyler Hickman

With a copy to:

Huna Totem Corporation, 9301 Glacier Highway, Suite 200, Juneau AK,
99801

Ward Cove Dock Group, 7559 North Tongass Highway, Ketchikan, Alaska
99901

Port Director: John Binkley

City and Borough of Juneau Docks and Harbors, 155 S. Seward Street, Juneau
AK 99801

Port Director: Carl Uchytel

A.J. Juneau Dock, LLC

c/o Survey Point Holdings, 1330 Eastaugh Way #4, Juneau, AK, 99802.

Port Director: Ethan Berto, President.

Pacific & Arctic Railway & Navigation Company, P.O. Box 435, Skagway, AK 99840
Attention: Bob Berto, President, bobb@surveypt.com

If to Local Municipalities & Boroughs::

City of Hoonah, P.O. Box 360 Hoonah, AK 99829

Attention: Dennis Gray, City Administrator, dgray@cityofhoonah.org

City of Ketchikan, 334 Front Street, Ketchikan, AK 99901
Attention: Robert Sivertsen, Mayor, mayor@ktn-ak.us

Ketchikan Gateway Borough, 1900 First Avenue, Ketchikan, AK 99901
Attention: Ruben Duran, Borough Manager, managersoffice@kgbak.us

Municipality of Skagway, P.O. Box 415, Skagway, 99840
Attention: Andrew Cremata, Mayor, mayor@skagway.org

City and Borough of Juneau, _____
Attention:

If to Local Health Authority:

Dept. of Health and Social Services, 3601 C Street, Suite 902, Anchorage, AK 99503
Attention: DHSS Commissioner Adam Crum, adam.crum@alaska.gov

A Party may change their address or other relevant information by notice in writing to the other Parties as provided above and as supplemented by each Party's signature block.

- (12) **Port Owners' Retained Rights and Authority.** Notwithstanding and prevailing over any potentially contrary term or implication in this MOA, in order to protect the public's health, safety and welfare, the Port Owners each retain and reserve its right and authority to, in its sole discretion: (1) modify, reduce, or limit the number of vessels that can berth at its port at one time, the size and/or capacity of cruise vessels that can call at its port under the Conditional Sail Order, or otherwise limit cruise operations in the Port Owner's discretion; (2) deny berthing or port access to a cruise vessel reporting passengers and/or crew onboard who are infected or potentially infected with COVID-19; and/or (3) require that such vessel or vessels, as the case may be, anchor off-port for purposes of quarantine or to facilitate disembarkations via tenders, as may be so directed by the Port, the U.S. Coast Guard, the Alaska Unified Command, the CDC, or local public health agencies. The Ports shall not be liable for any costs or consequential damages incurred by CSL, or by third parties, that may arise from the Port Owner's or Port's exercise of its discretion hereunder or as a result of any directives or decisions issued by any federal, state, or other governmental agency, department, or subdivision.

- (13) **Governing Law/Jurisdiction/Exclusive Venue.** This MOA shall be governed by the laws of the state of Alaska without regard for its conflict of laws provision, and venue for any and all disputes, controversy, actions, suits, or claims arising out of this MOA, or seeking relief under and/or to construe same shall lie exclusively in Alaska.

(14) **Miscellaneous.**

14.1 Nothing in this MOA constitutes any Party as the agent, employee, partner, or joint venture of any other Party. No Party has the right or authority to bind any other Party, including without limitation the power to incur any liability or expense on behalf of any other Party, without its prior written agreement except as expressly set forth in this MOA.

14.2 If any provision of this MOA, or the application of a provision to any person or circumstance, shall be held invalid, the validity or legality of the remainder of this MOA, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected.

14.3 This MOA sets forth the understanding between the Parties as to the subject matter herein. This MOA is intended to be supplemental to CSL's existing preferential berthing agreement, if any and as amended, with the Port Owner(s). To the extent this MOA conflicts with CSL's prior or existing berthing rights agreements with Port Owner(s), this MOA shall control, providing nothing contained herein shall be construed as nullifying, reducing, or deferring or delaying compliance with any CSL payment, performance, indemnity, or insurance obligation contained in any prior or existing Port Owner's agreement with CSL.

14.4 This MOA can only be changed, modified, or amended by the express written agreement of the Parties.

14.5 Except as otherwise provided in this MOA, none of the Parties may, without the written consent of the other, transfer, assign, create an interest in, or deal in any other way with any of its rights or obligations under this MOA.

14.6 Any unsatisfied payment or indemnity obligation arising hereunder during the Term hereof shall survive the expiration or early termination of said term.

14.7 This MOA may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. This MOA may be signed by facsimile signature, and such facsimile shall have the same legal force and effect as if it were an original.

14.8 This MOA has no intended third-party beneficiaries and shall not be construed to create any rights in, or grant any cause of action to, any person or entity not a Party hereto.

14.9 The CDC may request that the Parties modify or amend this MOA, COVID-19 Safety Procedures, or any other Exhibit based on “lessons learned” from CSL's restricted passenger voyages as described in CSL's after-action report for each voyage or otherwise.

14.10 Upon execution by all parties, CSL shall provide a complete copy (including all exhibits) to CDC at eocevent349@cdc.gov and to each Party pursuant to the notice provisions herein.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date.

PORT OWNERS AND LOCAL GOVERNMENTS:

ICY STRAIT POINT, LLC

By: 

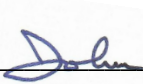
Name: Russell A. Dick

Title: President & CEO, ISP

Email: russell.dick@hunatotem.com

Date: 5/26/2021

WARD COVE DOCK GROUP, LLC

By: 

Name: John Binkley

Title: Chairman

Email: john@riverboatdiscovery.com

Date: 5/26/2021

CITY OF HOONAH

By: 

Name: Gerald Byers

Title: Mayor

Email: mayor@cityofhoonah.org

Date: 5/26/2021

CITY AND BOROUGH OF JUNEAU

By: _____

Name: Rorie Watt

Title: City Manager

Email: Rorie.watt@juneau.org

Date: _____

CITY OF KETCHIKAN

By: _____

Name: Karl Amylon

Title: City Manager

Email: karla@cityofketchikan.ak.us

Date: _____

KETCHIKAN GATEWAY BOROUGH

By: _____

Name: Ruben Duran

Title: Borough Manager

Email: rubend@kgbak.us

Date: _____

MUNICIPALITY OF SKAGWAY

By: _____

Name: Andrew Cremata

Title: Mayor of Skagway

Email: mayor@skagway.org

Date: _____

**PACIFIC & ARCTIC RAILWAY &
NAVIGATION COMPANY**

By: _____

Name: Bob Berto

Title: President

Email: bobb@surveypt.com

Date: 5/26/2021

A.J. JUNEAU DOCK, LLC

By: _____

Name: Ethan Berto

Title: President

Email: eberto@surveypt.com

Date: 5/26/2021

LOCAL HEALTH AUTHORITY:

STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES

By: _____

Name: Adam Crum

Title: Commissioner, DHSS

Email: adam.crum@alaska.gov

Date: 5/26/2021

CRUISE SHIP OPERATOR:

NORWEGIAN CRUISE LINE HOLDINGS

By: FD

Name: Mr. Frank Del Rio

Title: Chief Executive Officer

Email: frankdelrio@nclcorp.com

Date: 5/27/21

By: RL Lindsay

Name: Mr. Robin Lindsay

Title: Chief Compliance Officer

Email: rlindsay@nclcorp.com

Date: 5/27/21

By: _____

Name: Dr. Carlos Gonzalez

Title: Chief Medical Officer

Email: drgonzalez@nclcorp.com

Date: _____

CRUISE SHIP OPERATOR:

NORWEGIAN CRUISE LINE HOLDINGS

By: _____

Name: Mr. Frank Del Rio

Title: Chief Executive Officer

Email: frankdelrio@nclcorp.com

Date: _____

By: _____

Name: Mr. Robin Lindsay

Title: Chief Compliance Officer

Email: rlindsay@nclcorp.com

Date: _____

By:  _____

Name: Dr. Carlos Gonzalez

Title: Chief Medical Officer

Email: drgonzalez@nclcorp.com

Date: 5/26/21

Exhibit 1
Port Owners
COVID-19 Safety Procedures

1.Purpose

Port Operators are dedicated to supporting cruise line partners in their efforts to return to business with a safe and achievable approach. Ports will meet current cruise line operational protocols and remain flexible through changing conditions.

2.Scope

This SOP is intended as a guide for Port Operators, Managers and Directors responsible for ensuring port staff are informed of the daily operational level and processes. Operational levels may change between ships.

3.Prerequisites

Established port procedures for each operational level, to fit multiple scenarios. Cleaning and disinfection procedures

Established duties and responsibilities of port staff

4.Responsibilities

Management at each port will determine the site's daily operational level, after consulting with cruise line operators on their condition and needs and/or Port Authority on the current situation.

5.Procedure

A. Port staff at least 95% vaccinated

B. Cruise ships guests and crew at least 95% vaccinated

C. Three operational levels for infectious disease outbreaks: Outdoor, limited, new normal

- Level 3: Outdoor

- i. Guests limited to the site (if applicable)
- ii. Site closed to the public (if applicable)
- iii. Retail, Food & Beverage, and activities take place outdoors
- iv. Some activities or occupancies limited to family groups
- v. Performances moved outdoors
- vi. Face masks and physical distancing of at least 6 feet for staff and guests
- vii. Increased disinfection of touch points

- Level 2: Limited

- i. Reduced capacities
- ii. Face masks required indoors

- iii. Promote physical distancing
 - a. Reduce face to face close contact between staff and guests
 - b. Implement protocols to provide at least 6 feet between individuals not in the same family
 - c. Crowd reduction measures
 - d. Space dining at least 6 feet
- iv. Increase disinfection of touch points

•Level 1: New normal

- i. All operations open
- ii. Full capacity
- iii. Regular cleaning schedule

All Levels:

- i. Frequent and scheduled cleaning and disinfecting
- ii. Guests and staff have easy access to handwashing and/or hand sanitizing facilities
- iii. Port staff has access to timely COVID-19 testing
- iv. Documentation/Records
 - a. COVID-19 testing of port staff (if applicable, confidential)
 - b. Positive cases and action taken (last date at workplace, return to work, confidential)
 - c. Contact tracing (if applicable, confidential)
 - d. Training
 - e. Cleaning/Disinfecting
- v. Infectious disease familiarity and prevention training for port staff
 - a. COVID-19 signs, symptoms, and transmission
 - b. Hand hygiene
 - c. Donning, doffing, and cleaning face masks
- vi. Signage in staff areas
 - a. Hand hygiene
 - b. Avoid touching eyes, nose, and mouth with unwashed hands
 - c. Respiratory and cough etiquette
 - d. How to properly wear a mask
- vii. Protect guests and staff from exposure to disinfectants (from EPA List N)
 - a. SDS for all disinfectants on site
 - b. PPE (sufficient quantities)
 - c. Health and safety procedures to minimize exposure

6. Reference

<https://www.cdc.gov/quarantine/masks/mask-travel-guidance.html>

[Your Guide to Masks | CDC](#)

Standard Operating Procedure: Responding to a Positive Case in the Workplace

1.Purpose

Response to a positive or suspected case of COVID-19 in the workplace must be quick, safe, and informed.

2.Scope

This SOP is intended for Port Management responding to a positive or suspected COVID-19 case among staff.

3.Prerequisites

All parties involved in COVID-19 response must be familiar with confidentiality of health information. A COVID-19 response coordinator will be appointed.

4.Responsibilities

The appointed COVID-19 Response Coordinator should be immediately informed of a positive or suspected case among staff.

5.Procedure

RESPONDING TO A POSITIVE COVID-19 DIAGNOSIS IN THE WORKPLACE

According to the Centers for Disease Control and Prevention (CDC), if an employee has tested positive for COVID-19 and has been in the workplace during their infectious period, employers should inform close contact employees of their possible exposure to COVID-19 in the workplace, while maintaining confidentiality as required by the Americans with Disabilities Act (ADA). Port Operators will use the following guidance to manage response.

1.Notice

- a. Notification will come from either the Health Department or employee
- b. HR and the COVID-19 Response Coordinator should be notified immediately

2.Employee and Employer Comply with Directions from Health Authorities

3. Protect Employee Health Information

- a. Do not release personal information about employee's identity or health status.
- b. Access to an employee's medical information must be limited to HR or individual(s) involved in COVID-19 Response, and confidentiality must be ensured
- c. Employees may voluntarily disclose their status

4.Response Timeline

- a. Immediately
 - i. If the employee is currently in the facility, quickly isolate

- ii. Determine a strategy for the employee to get home, avoiding exposure to others

b. Within 1-2 Hours

- i. Call meeting with senior management, including HR
- ii. Assess whether to send all employees home and if areas need to be closed
- iii. Conduct telephone interview with the employee that tested positive, if medically able, to create list of close contacts in the office. A close contact is considered someone who spends 15 minutes or more within 6 feet of a person with COVID-19 over a period of 24 hours, during their infectious period which begins 48 hours before they became symptomatic or tested positive.
- iv. Prepare communication with those that had close contact with the individual with COVID-19
- v. If the infected employee had close contact with unvaccinated persons on site, follow close contact guidance from CDC
- vi. Fully vaccinated staff can refrain from testing or quarantine following a known exposure, if asymptomatic

c. Within 2-5 Hours

- i. If appropriate, and in the highly unlikely scenario of an outbreak among vaccinated staff, contact local health department so timely and accurate information can guide appropriate responses, and follow health department recommendation.

ns

- ii. Assess work impact if closure of facility
 - ii. Determine whether remote work is possible and assign equipment if needed
- iv. Execute communication plan for coworkers and close contacts
 - 1. Maintain the confidentiality of the infected employee
 - 2. Instruct close contacts to follow most recent CDC guidance and monitor for symptoms
 - 3. Exposed employees should be directed to the CDC guidance at <https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>
- v. Inform other contractors and tenants/leaseholders of situation

d. Within 24-48 Hours

- i. Schedule deep clean inform cleaning crew of COVID-19 situation
 - 1. Follow CDC guidance <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

- ii. Access may resume after 24 hours has passed AND deep cleaning performed

Interview/Discussion with Diagnosed Employee

If the employee is onsite when the diagnosis is revealed, he/she should immediately leave the workplace and the interview should take place by telephone by the Human Resources Manager.

SAMPLE SCRIPT FOR PHONE CALL TO COVID-19 CASE:

Thank you for letting us know about your diagnosis. We hope you and your family take whatever steps are necessary to focus on your health. Let us know if we can help in any way.

We want to be sure we take appropriate steps to address the safety and work issues. Given your diagnosis, we ask that you remain away from the workplace per guidance from your health care provider and CDC guidelines.

•Personal Issues

Do you have any personal property at work that you need or would like?

Is there anything that we can do that would be helpful to you?

Discuss any questions or issues around leave benefits during the isolation period.

Discuss any questions about health care coverage, if applicable.

Have you been in contact with the local health department for instructions on quarantine?

Have you been advised by medical officials to self-isolate or quarantine?

•Work Issues

Discuss any questions about coverage and transition of work with the employee.

Discuss whether the individual wishes to work remotely (assuming appropriate for the position) and whether the employer will permit such work.

•Assessment of Contact with Others

*Notify employee that employer will let coworkers and building tenants know of the diagnosis, without identifying the employee by name.

What date did you test positive or were diagnosed with COVID-19? (date of test, not notification)

What date did symptoms begin, if any?

What has your work schedule/workday been like the past 14 days (i.e., what percentage of the days were spent on which tasks and in which areas/locations)

With whom did you work in close proximity (three to six feet) within the last 14 days?

Have you shared tools or worked on projects with other employees in the last 14 days? If so, when, where, and with whom?

Are there any other areas on site that you spent a considerable amount of time?

Which restroom do you typically use on site?

Have you attended any company meetings on or offsite in the last 14 days? If so, when, where and with whom?

Have you met with any business partners or vendors in the last 14 days, whether on or offsite? If so, when, where and with whom?

How do you travel to work? Do you carpool?
Is there anything else we should be made aware of?

Encourage employee to call HR if they have any questions or think of additional information to pass on.

The COVID-19 positive case will be informed of return-to-work guidance.

6. References:

<https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

7. Definitions

Case: Individual with confirmed or suspected COVID-19

Standard Operating Procedure: Emergency Action Plan – Non Covid Related Medical

1. Purpose

In the event of a non-covid related medical emergency on site during a cruise ship call in port, the following procedures will be carried out.

2. Scope

Intended for use by staff, emergency response team and the local medical clinic for the operating season

3. Prerequisites

- Co-ordinate with local emergency services yearly on medical emergency protocols to ensure a smooth operation and availability of local services.
- Supplies: appropriate PPE as necessary for varying risk elements associated with the medical emergency.
- Emergency Response Team (if applicable) to hold current CPR & First Aid credentials, trained in crowd management and in Emergency Response.
- Implementation of drills to ensure the protocols are being followed.
 - Written procedures to safely clean bodily fluids.

4. Responsibilities

It is the responsibility of port management to ensure all individuals are assigned the appropriate duties, are knowledgeable and properly trained to carry out their tasks.

5. Procedure

A. Upon arrival at the scene of an emergency, staff member will assess the situation for risk to oneself before approaching the patient.

B. Identify the medical emergency and call 911, provide the following details;

- Staff name, location, list the emergency
- The medical emergency details if apparent
- The state of the patient
- The exact location of the patient on site

C. Immediately call the Emergency Response Team on site.

- Duties of the Emergency Response team;
- Head of Emergency Response team to dispatch team members
- Team members to don high visibility vests and proceed to their posts as assigned

- One member to locate First Aid Kit and other necessary supplies/equipment and head to scene to assist in administering First Aid until ambulance arrives
- Members to assist with crowd control
- Meet ambulance at site entrance to help direct to patient location
- Clean up any bio medical waste and dispose of properly while wearing appropriate PPE & using appropriate materials.

D. If possible, obtain information of patient to report back to ship:

- Patients Name & cabin number
- Provide name of family/friends accompanying patient
- Type of medical emergency
- Location of patient – clinic or on route to clinic in ambulance

EMERGENCY RESPONSE PROCEDURES:

Assess situation for risk to oneself

Approach patient & identify medical emergency

Call 911 & Head of Emergency Response Team

Dispatch of Emergency Response Team

Transport patient via Ambulance to Medical Clinic

Report of incident back to ship

Clean up of scene & any bio medical waste

6. References

First Aid & CPR handbooks

7. Definitions

Emergency Response Team: trained in First Aid, CPR, crowd management and emergency response.

PPE: Personal Protective Equipment, medical gloves, face shield, eye protection, face masks, CPR face shield, bio medical waste clean-up kit.

Standard Operating Procedure: General Cleaning and Disinfecting Procedures

1.Purpose

To achieve superior cleaning, disinfection, and infectious disease prevention across a continuum of health and safety practices.

2.Scope

Intended for use by Cleaning Services Staff and all staff involved in cleaning and disinfection.

3.Prerequisites

Port staff are educated in infectious disease prevention and response, including cleaning and disinfection duties during times of increased risk, including but not limited to norovirus and COVID-19. Staff are provided with appropriate PPE and trained on donning, doffing, and usage of PPE.

4.Responsibilities

Director – Provide approved cleaners and disinfectants, documentation templates, and conduct internal inspections

Manager – Review logged information and bring up any issues to supervisors, conduct training for staff

Supervisor–Supervision of Cleaning Services Staff and conduct refresher trainings.

5.Procedure

Above Floor Surfaces Cleaning:

- 1) Clean with soap and water.
- 2) Use a disinfectant from EPA List N
- 3) Allow for contact time
- 4) Log/Document cleaning time and other details on log
- 5) After cleaning and disinfection, wash hands with soap and water for at least 20 seconds.

Floor Cleaning :

- 1) Mop with soap and water.
- 2) If vacuuming is necessary, use a vacuum equipped with a high-efficiency particulate air (HEPA)filter and bags
- 3) Use a disinfectant from EPA List N
- 4) Log/Document cleaning time and other details
- 5) After cleaning and disinfection, wash hands with soap and water for at least 20 seconds.

Disinfection will focus on high touch points during the day. Always wear gloves and other personal protective equipment (PPE) appropriate for the chemicals being used.

If foggers or electrostatic sprayers are to be used, the area must first be cleared of guests and other employees. Ensure adequate ventilation, allow proper contact time, and use PPE specific for the chemicals and tools.

During times of increased infectious disease risk, including but not limited to norovirus and COVID-19, frequency of cleaning and disinfection will be increased and will depend on traffic and activity. Frequent disinfection of high touch points will be the focus while guests are on site.

Use Outbreak Cleaning and Disinfection plan, to address all activities on site. All staff involved with cleaning will wear a mask and gloves while cleaning and disinfecting during outbreak level cleaning.

6.References

https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html#anchor_1617551661760

7.Definitions

EPA List N: The U. S. Environmental Protection Agency expects all products on List N to kill SARS-CoV-2 (COVID-19) when used according to the label directions.

Standard Operating Procedure: Transportation Vehicle Cleaning Procedures and Requirements.

1. Purpose

Transportation vehicles should be regularly cleaned, touch points disinfected between groups, and safe and effective cleaning/disinfection procedures established in the event of an infectious disease risk.

2. Scope

This SOP is intended for port Drivers, Excursions or Facilities staff involved with the cleaning of transportation vehicles.

3. Prerequisites

Always keep vehicle logs inside transportation vehicles and log all cleaning activities and infectious disease events.

4. Responsibilities

Drivers and are responsible for all cleaning/disinfection and infectious disease prevention policies and procedures associated with their vehicle(s).

5. Procedure -Transportation Vehicle Cleaning Procedures: General

1. Vehicles must be cleaned/sanitized daily.

- a. All doors must remain open while cleaning the vehicle
- b. Staff involved with cleaning must wear gloves and face mask or eye protection appropriate for the chemicals being used
- c. Remove trash
- d. Vacuum floors and seats
- e. If hard non-porous surfaces are visibly dirty, clean with soap and water
- f. For soft or porous surfaces, remove any visible contamination, and clean with soap and water
- g. Disinfect entire vehicle daily or as needed, using one of the following methods:
 1. Spray bottle and rag
 2. Bucket and rag
 3. Electrostatic sprayer
 4. Fogger
- h. Disinfectant must be on the EPA List N
- i. Discard gloves, and any other disposable PPE used for cleaning, directly into a trash bin
- j. Immediately after the removal of PPE wash hands with soap and water for at least 20 seconds, or hand sanitizer with at least 60% alcohol.

2. All passengers and driver will wear a cloth face covering, except young children under age 2

3. All passengers will sanitize hands before entering vehicle
4. Seating should allow as much space as possible between individuals from different households
5. Windows should be opened as much as reasonable to allow ventilation, considering weather and speed.
6. Document date and time of each cleaning/disinfection in designated logbook
7. High touch points should be disinfected between groups
 - a. Use a bucket of approved disinfectant on EPA's List N, and a rag
 - b. Soak the rag, slightly wring out, wipe down all non-porous touch points ensuring the surface remains wet for the chemical's dwell time
 - d. This can also be accomplished with a spray bottle and rag, ensuring the rag is saturated and the surface remains wet for the chemical's dwell time

Transportation Vehicle Cleaning Procedures: COVID-19 Positive or Suspected Case Passenger

1. Inform driver of the positive or suspected case
2. Determine appropriate vehicle to use which would allow enough distance between driver and case(s), such as a van.
3. Driver must wear a face mask (N95 if available) and eye protection such as goggles or face shield if it will not impair driver's vision or safety. This PPE must be worn throughout the transportation and cleaning/disinfection process.
4. Do not allow positive or suspected case passengers to ride with other passengers
5. Driver and positive/suspected case must always maintain 6 feet of distance
6. The individual(s) being transported should sanitize hands before entering the vehicle
7. The individual(s) being transported should enter through the back of the van if possible
8. The positive/suspected case should sit in a seat which allows as much space between the driver and passenger as possible.
9. Windows must be opened as much as reasonable to allow ventilation, considering weather and speed.
10. Document transportation of positive or suspected case, as well as date and time of cleaning/disinfection, in designated logbook

11. After transporting a positive or suspected case, the driver must thoroughly disinfect vehicle:
 - a. Doors and windows remain open when cleaning and disinfecting
 - b. Staff involved with cleaning must wear gloves, face mask, eye protection, and a disposable gown, appropriate for the chemicals being used.
 - c. Remove trash
 - d. If hard non-porous surfaces are visibly dirty, clean with soap and water
 - e. For soft or porous surfaces, remove any visible contamination, and clean with soap and water
 - f. Using an electrostatic sprayer or fogger, thoroughly saturate all surfaces with approved disinfectant, allowing for a dwell time of 5 minutes, including but not limited to: seats, door handles, arm rests, seat belts and buckles, light and air controls, doors and windows, and grab handles.
12. All disposable PPE must be discarded into a biohazard bag, sealed, and placed directly into the dumpster.
 13. Immediately after the removal of PPE wash hands with soap and water for at least 20 seconds, or hand sanitizer with at least 60% alcohol if hand washing is not available.

6. References

<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/disinfecting-transportvehicles.html>

7. Definitions

Transportation Vehicle: any vehicle used to transport staff or guests

Exhibit 2

NCLH Approved Ships and Capacities

This MOA covers the following Norwegian ships and their sailings to Juneau, Hoonah, Skagway, or Ketchikan in Southeast Alaska during the 2021 season. Any one of these ships is authorized to be at any one of the ports one day per week for 12 hours per day.

Capacities are as described in the table in the following table:

NCLH Ship	Norwegian Encore
Year Built	2019
Tonnage	168,028 gross tons
Overall Length	1094 ft
Beam	136 ft
# Passengers	4004 (double occupancy)
# Crew	1716

NCLH Ship	Norwegian Bliss
Year Built	2018
Tonnage	169,028 gross tons
Overall Length	1094 ft
Beam	136 ft
# Passengers	4002 (double occupancy)
# Crew	1700

NCLH Ship	Norwegian Jewel
Year Built	2005
Tonnage	93,502 gross tons
Overall Length	965 ft
Beam	105 ft
# Passengers	2,376 (double occupancy)
# Crew	1,100

NCLH Ship	Norwegian Sun
Year Built	2001
Tonnage	78,309 gross tons
Overall Length	848 ft
Beam	123 ft
# Passengers	1976 (double occupancy)
# Crew	906

Factors considered include full vaccination of passengers, crew, and port personnel. The port will also use a variety of elimination/substitution, engineering, and administrative controls in infectious disease risk mitigation. This is in addition to physical distancing, face mask requirements, enhanced cleaning/disinfection, and increased access to hand washing/hand sanitizing stations (at all buildings and activities).

Thus, the probability of an outbreak is low (due to full vaccination) and the resulting potential caseload is also low. NCLH will rely upon onboard medical facilities to handle any such occurrence and remove the affected individuals from the region following applicable transportation, medical care services, and housing requirements.

In considering the impact of potential emergence of variants, the parties relied upon new research carried out by US scientists revealed that the Pfizer and Moderna's COVID-19 vaccines remain effective against the two coronavirus variants first identified in India. If additional variants emerge this may need to be reconsidered.

More detailed schedules are on the following two pages.

Brand	Installation	Day	Date	Port Name
Norwegian	Norwegian Encore	Sun	1-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	1-Aug-2021	At Sea
Norwegian	Norwegian Encore	Mon	2-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Tue	3-Aug-2021	At Sea
Norwegian	Norwegian Encore	Wed	4-Aug-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Thu	5-Aug-2021	At Sea
Norwegian	Norwegian Encore	Fri	6-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Sat	7-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	8-Aug-2021	At Sea
Norwegian	Norwegian Encore	Mon	9-Aug-2021	Icy Strait Point
Norwegian	Norwegian Encore	Tue	10-Aug-2021	Skagway, AK
Norwegian	Norwegian Encore	Wed	11-Aug-2021	Juneau, AK
Norwegian	Norwegian Encore	Wed	11-Aug-2021	Holkham Bay Glacier Fjords (EA)
Norwegian	Norwegian Encore	Thu	12-Aug-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	13-Aug-2021	At Sea
Norwegian	Norwegian Encore	Sat	14-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	15-Aug-2021	At Sea
Norwegian	Norwegian Encore	Mon	16-Aug-2021	Icy Strait Point
Norwegian	Norwegian Encore	Tue	17-Aug-2021	Skagway, AK
Norwegian	Norwegian Encore	Wed	18-Aug-2021	Juneau, AK
Norwegian	Norwegian Encore	Wed	18-Aug-2021	Holkham Bay Glacier Fjords (EA)
Norwegian	Norwegian Encore	Thu	19-Aug-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	20-Aug-2021	At Sea
Norwegian	Norwegian Encore	Sat	21-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	22-Aug-2021	At Sea
Norwegian	Norwegian Encore	Mon	23-Aug-2021	Icy Strait Point
Norwegian	Norwegian Encore	Tue	24-Aug-2021	Skagway, AK
Norwegian	Norwegian Encore	Wed	25-Aug-2021	Juneau, AK
Norwegian	Norwegian Encore	Wed	25-Aug-2021	Holkham Bay Glacier Fjords (EA)
Norwegian	Norwegian Encore	Thu	26-Aug-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	27-Aug-2021	At Sea
Norwegian	Norwegian Encore	Sat	28-Aug-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	29-Aug-2021	At Sea
Norwegian	Norwegian Encore	Mon	30-Aug-2021	Icy Strait Point
Norwegian	Norwegian Encore	Tue	31-Aug-2021	Skagway, AK
Norwegian	Norwegian Encore	Wed	1-Sep-2021	Juneau, AK
Norwegian	Norwegian Encore	Wed	1-Sep-2021	Holkham Bay Glacier Fjords (EA)
Norwegian	Norwegian Encore	Thu	2-Sep-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	3-Sep-2021	At Sea
Norwegian	Norwegian Encore	Sat	4-Sep-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	5-Sep-2021	At Sea
Norwegian	Norwegian Encore	Mon	6-Sep-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	7-Sep-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	8-Sep-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	9-Sep-2021	Ketchikan, AK

Norwegian	Norwegian Encore	Fri	10-Sep-2021	At Sea
Norwegian	Norwegian Encore	Sat	11-Sep-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	12-Sep-2021	At Sea
Norwegian	Norwegian Encore	Mon	13-Sep-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	14-Sep-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	15-Sep-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	16-Sep-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	17-Sep-2021	At Sea
Norwegian	Norwegian Encore	Sat	18-Sep-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	19-Sep-2021	At Sea
Norwegian	Norwegian Encore	Mon	20-Sep-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	21-Sep-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	22-Sep-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	23-Sep-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	24-Sep-2021	At Sea
Norwegian	Norwegian Encore	Sat	25-Sep-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	26-Sep-2021	At Sea
Norwegian	Norwegian Encore	Mon	27-Sep-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	28-Sep-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	29-Sep-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	30-Sep-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	1-Oct-2021	At Sea
Norwegian	Norwegian Encore	Sat	2-Oct-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	3-Oct-2021	At Sea
Norwegian	Norwegian Encore	Mon	4-Oct-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	5-Oct-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	6-Oct-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	7-Oct-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	8-Oct-2021	At Sea
Norwegian	Norwegian Encore	Sat	9-Oct-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	10-Oct-2021	At Sea
Norwegian	Norwegian Encore	Mon	11-Oct-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	12-Oct-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	13-Oct-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	14-Oct-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	15-Oct-2021	At Sea
Norwegian	Norwegian Encore	Sat	16-Oct-2021	Seattle, WA
Norwegian	Norwegian Encore	Sun	17-Oct-2021	At Sea
Norwegian	Norwegian Encore	Mon	18-Oct-2021	Juneau, AK
Norwegian	Norwegian Encore	Tue	19-Oct-2021	Glacier Bay
Norwegian	Norwegian Encore	Wed	20-Oct-2021	Icy Strait Point
Norwegian	Norwegian Encore	Thu	21-Oct-2021	Ketchikan, AK
Norwegian	Norwegian Encore	Fri	22-Oct-2021	At Sea
Norwegian	Norwegian Encore	Sat	23-Oct-2021	Seattle, WA

Exhibit 3

Cruise Ship Operator COVID-19 Vaccination Strategies

Norwegian Cruise Line Holdings (NCLH) shall operate restricted passenger operations¹ subject to the United States Centers for Disease Controls' ("CDC") Framework for Conditional Sailing Order with fully vaccinated cruise ship crew members and passengers.

NCLH COVID-19 Vaccination Strategies are as follows:

I. COVID-19 Vaccination of Cruise Ship Crew Prior to Resuming Passenger Operations in U.S. Ports

a. COVID-19 Vaccination of Crewmembers Not Located Onboard Vessels

- i. All NCLH crewmembers not currently located onboard vessels have been notified to complete their vaccination protocol prior to reboarding.
- ii. All NCLH crewmembers will be required to demonstrate that they have completed their vaccination protocol prior to reboarding.
- iii. Accepted COVID-19 vaccines include those that are approved by the U.S. Food and Drug Administration (FDA) or a vaccine product that has received emergency use listing from the World Health Organization (WHO).

b. COVID-19 Vaccination of Crewmembers Located Onboard Vessels

- i. NCLH shall ensure that all NCLH crew members currently onboard vessels are vaccinated prior to participating in restricted voyages.
- ii. Accepted COVID-19 vaccines include those that are approved by the U.S. Food and Drug Administration (FDA) or a vaccine product that has received emergency use listing from the World Health Organization (WHO).

c. Vaccination of Port Personnel

- i. NCLH shall ensure that all NCLH port personnel are vaccinated prior to commencement of restricted voyages.

II. Incorporation by NCLH of Vaccination Strategies to Protect Passengers and Crew from COVID-19

¹ Pursuant to CDC guidance issued by letter on April 28, 2021, in lieu of conducting a simulated voyage, NCLH will sign and submit to CDC an attestation under 18 U.S.C. § 1001 that at least 98 percent of crew (NCLH is committed to 100 percent, as discussed herein) are fully vaccinated and submit to CDC a clear and specific vaccination plan and timeline to limit cruise ship sailings to at least 95 percent of passengers (NCLH is committed to 100 percent, as discussed herein) who have been verified by NCLH as fully vaccinated prior to sailing.

- a. General COVID-19 Vaccination Strategy
 - i. NCLH shall verify that (1) all cruise ship crew, (2) all embarking passengers and (3) all embarking contractors are fully vaccinated prior to participating in restricted voyages, except as provided below for certain emergency personnel.
 - ii. NCLH's vaccine coordinator charged with overseeing implementation and maintenance of NCLH Vaccination Strategies shall be Chief Medical Officer Dr. Carlos Gonzalez – DrGonzalez@nclcorp.com.
 - iii. NCLH port protocols incorporate CDC's Interim Public Health Recommendations for Fully Vaccinated People.
- b. COVID-19 Unvaccinated Emergency Personnel
 - i. In the event that a vessel(s) operating a restricted voyage requires emergency maintenance or assistance, and the person(s) qualified to provide such emergency maintenance or assistance have not been vaccinated for COVID-19 ("Unvaccinated Emergency Personnel"), NCLH may embark such Unvaccinated Emergency Personnel subject to the terms below.
 - ii. When embarking Unvaccinated Emergency Personnel, NCLH shall consider the urgent circumstances of the emergency against the ability of Unvaccinated Emergency Personnel to be tested for SARS-CoV-2 in accordance with any CDC technical instructions in effect at the time NCLH requires embarkation of such Unvaccinated Emergency Personnel.
 - iii. COVID-19 Unvaccinated Emergency Personnel embarking the vessel shall be assigned specific protocols to minimize their interaction with crewmembers and protect the vessel population including, but not limited to SARS-CoV-2 testing, mandatory face covering, and limitation of access to designated working and eating areas.

III. Education of Port Personnel and Travelers and Vaccination of Port Personnel Expected to Interact with Travelers

- a. Vaccination Requirement In Lieu of Mandatory Education
 - i. NCLH will require vaccination of all NCLH port personnel and all NCLH travelers (including crew and passengers). As NCLH intends to require vaccination of all NCLH port personnel and travelers, NCLH will not implement a separate, mandatory educational program for NCLH port personnel and travelers about the importance of getting vaccinated.
- b. Educational Support
 - i. NCLH's vaccine coordinator and other appropriate personnel shall make themselves available upon request to meet with CDC and other appropriate federal agency representatives and local health and port authorities to discuss opportunities to educate all port personnel (including non-NCLH port personnel) and all travelers (including non-NCLH travelers) about the importance of getting COVID-19 vaccine and

implementation of processes for vaccinating all port personnel (including non-NCLH port personnel) who are expected to interact with travelers.

Exhibit 4

Paragraphs 1 -11

(1) Embarkation Procedures – Simulated Voyages and Restricted Passenger Voyages

By agreement of the Parties, embarkation procedures are an unnecessary component of this agreement. Embarkation procedures have been developed for the Port of Seattle (the point of embarkation for cruises to Southeast Alaska covered by this Agreement) and the agreements developed for the Port of Seattle will effectively address the needs of the Ports. Embarkation would occur in the home port of Seattle and is covered under those agreements as referenced elsewhere in the MOA. During CDC authorized restricted passenger voyages, CSL will minimize contact between travelers and port personnel. CSL Embarkation and Disembarkation Procedures shall comply with the FCS and the COVID-19 Safety Procedures (Exhibit 1) and shall include day-of-embarkation screening procedures for signs and symptoms of COVID-19 and laboratory testing of travelers, including testing location and management of individuals who test positive and their close contacts.

(2) Procedures for Day of Embarkation Screening

By agreement of the Parties, embarkation procedures are an unnecessary component of this agreement. Embarkation procedures have been developed for the Port of Seattle (the point of embarkation for cruises to Southeast Alaska covered by this Agreement) and the agreements developed for the Port of Seattle will effectively address the needs of the Ports.

(3) Emergency Response Plans

In the event that more than one ship at any Port experiences a simultaneous outbreak of COVID-19, CSL shall at its cost comply with all emergency response plan requirements set forth in Exhibit 1 and with any directives, instructions, and/or standard operating procedures issued by the Port Owners, DHSS and/or the CDC in response to such outbreak. In developing emergency response plans for each of the Ports, Port Owners have jointly considered a “worst case” scenario of multiple ships from multiple cruise ship operators experiencing simultaneous outbreaks of COVID-19. NCLH has established sufficient medical and quarantine housing capacity on board so as to avoid disembarkation within Southeast Alaska.

Upon learning of a possible communicable illness or a death on board, ship staff or other reporting agencies should immediately contact the CDC Quarantine Station at or nearest the port of arrival. CDC Quarantine Stations, their contact information, and areas of jurisdiction are found at: www.cdc.gov/ncidod/dq/quarantine_stations.htm. If contact cannot be made with the nearest station, phone the CDC Director’s Emergency Operations Center at (770) 488-7100. CDC requires the following basic information about the ill person to make an initial public health assessment: ill person’s name, age,

nationality, country of residence, occupation, description of signs and symptoms, travel itinerary (going back three weeks), whether the person had exposure to animals, poultry or other persons with a similar illness (going back three weeks), and suspected diagnosis, if known. Notifications among responding agencies to a communicable disease incident on an international vessel should be timely and redundant. Healthcare facilities/hospitals should be notified as early as possible and prior to transport of suspected ill persons.

(4) Protocols for Contacting Emergency Medical Services (Non COVID-19 Related)

For exigent circumstances not covered by CSL medical services agreements (e.g., a medical emergency not related to COVID-19), CSL shall at its cost follow and comply with the applicable non-COVID-19 medical emergency protocols. Emergency response procedures include assessing the situation for risk, approaching the patient, and identifying the medical emergency, calling for backup from the Emergency Response Team on board, using the Emergency Response Team to transport patient via to the Medical Clinic, reporting the incident back to the applicable entity and cleanup of the scene including of any biomedical waste.

(5) Protocols that Avoid Medical Evacuations at Sea

NCLH has established sufficient medical and quarantine housing capacity on board so as to avoid disembarkation within Southeast Alaska. Per the FCS, for both COVID-19 and non-COVID-19 related medical reasons, medical evacuations at sea should be avoided to the greatest extent possible. Nonetheless, for unavoidable medical evacuations at sea that may be necessary or required to transport passengers or crew, or both, from a ship to a shoreside medical facility, lodging facility, or other shoreside facility, CSL shall at its cost provide or contract for sufficient commercial resources (e.g., ship, tender, chartered standby vessel, and/or chartered airlift capacity) to accomplish the same, and CSL shall accomplish same in a manner that minimizes the burden to the greatest extent possible on federal, state, and local government resources, including U.S. Coast Guard resources. All medical evacuations at sea must be coordinated by CSL with the U.S. Coast Guard.

(6) Disembarkation Procedures in Event of COVID-19 Outbreak

In the event of an outbreak of COVID-19 during simulated or restricted passenger voyages, CSL has established sufficient medical and quarantine housing capacity on board to avoid disembarkation within Southeast Alaska and disembarkation would occur at the home port of Seattle subject to the terms of CSL's agreement with the Port of Seattle. Thus in the unlikely event of a COVID-19 outbreak the disembarkation would occur in the home port of Seattle and is covered under those agreements as referenced elsewhere in the MOA. In the event of an outbreak of COVID-19 on any CSL vessel operating under this MOA, CSL will follow and comply with, at its cost, all applicable disembarkation procedures that apply in the event of an outbreak of COVID-19, included in the FCS.

(7) Procedures to Avoid Congregation of Embarking and Disembarking Travelers

Prior to commencement of passenger embark and debark operations, except at otherwise provided in the event of a COVID-19 outbreak or as otherwise provided herein or in the COVID-19 Safety Procedures, all outdoor and indoor spaces shall be evaluated by Port Owners and action taken to avoid congregation. Actions to be taken shall include, as appropriate:

- adjustments to the size of any event that involves a gathering;
- reminders to visitors to stay at least 6 feet away from people who are not part of their family group;
- touchless payment options;
- modification of layouts; posting of signage in highly visible locations describing protective measures to prevent the spread of germs;
- provision of physical barriers and guides to ensure people maintain distancing;
- implementation of CDC COVID-19 considerations for restaurants and bars;
- implementation of CDC's Interim Public Health Recommendations for Fully Vaccinated People; and
- procedures to implement "lessons learned" from daily operations.

(8) Procedures for Informing Port Personnel who interact with travelers of COVID-19 Risks

Port staff shall be advised of the risks of interacting with travelers and best practices to reduce risks. Port staff shall be educated as appropriate in infectious disease prevention and response, including cleaning and disinfection duties during times of increased risk, including but not limited to norovirus and COVID-19. Staff shall be provided as appropriate with appropriate PPE and trained on donning, doffing, and usage of PPE. The designated communication officer shall contact the applicable port official if guests or crew experience a positive case of COVID-19.

(9) Procedures for Routine Testing and Symptom Monitoring of Port Personnel

Port personnel will be tested and monitored in accordance with the local port authority rules and guidelines.

(10) Procedures for Routine and Outbreak-Level Cleaning for Gathering Areas and Transportation Vehicles

In the event of a COVID-19 "moderate outbreak" or "full outbreak" on any vessel calling on a Port terminal or other outbreak impacting a Port facility, the CSL shall at its cost comply with all emergency response plan and outbreak-level cleaning requirements set forth in Exhibit 1, and with any directives, instructions, and/or standard operating procedures issued by the Port Owner, local health authority, and/or the CDC in response to such outbreak.

In connection with all transportation vehicles either owned, hired, or maintained by or on behalf of the CSL, CSL shall at its cost cause same to be cleaned in accordance with, as applicable, the CSL's Transportation Vehicle Cleaning Requirements included in Exhibit 1, and all applicable FCS requirements.

(11) Reporting Requirements of COVID-19 Cases During Voyages.

CSL shall timely comply with all CDC reporting requirements included in the FCS or otherwise required by the CDC, including requirements for reporting of cases identified during a voyage to local health authorities.