

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2014

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 001-35784

NORWEGIAN CRUISE LINE HOLDINGS LTD.  
(Exact name of registrant as specified in its charter)

Bermuda  
(State or other jurisdiction of  
incorporation or organization)

98-0691007  
(I.R.S. Employer  
Identification No.)

7665 Corporate Center Drive, Miami, Florida 33126  
(Address of principal executive offices) (zip code)

(305) 436-4000  
(Registrant's telephone number, including area code)

N/A  
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company (See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act).

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

There were 203,302,279 ordinary shares outstanding as of October 27, 2014.

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## PART I. FINANCIAL INFORMATION

## Item 1. Financial Statements

**Norwegian Cruise Line Holdings Ltd.**  
**Consolidated Statements of Operations**  
(Unaudited)  
(in thousands, except share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Revenue</b>				
Passenger ticket	\$ 659,117	\$ 583,923	\$ 1,655,666	\$ 1,400,470
Onboard and other	247,900	213,962	681,306	569,479
Total revenue	<u>907,017</u>	<u>797,885</u>	<u>2,336,972</u>	<u>1,969,949</u>
<b>Cruise operating expense</b>				
Commissions, transportation and other	143,194	140,086	374,716	347,650
Onboard and other	69,389	61,744	172,780	153,431
Payroll and related	115,968	90,695	321,386	247,543
Fuel	79,881	77,035	236,753	225,115
Food	44,819	37,596	125,236	101,232
Other	58,047	48,946	197,133	164,899
Total cruise operating expense	<u>511,298</u>	<u>456,102</u>	<u>1,428,004</u>	<u>1,239,870</u>
<b>Other operating expense</b>				
Marketing, general and administrative	97,111	77,606	263,584	236,923
Depreciation and amortization	63,786	56,097	188,885	158,699
Total other operating expense	<u>160,897</u>	<u>133,703</u>	<u>452,469</u>	<u>395,622</u>
Operating income	<u>234,822</u>	<u>208,080</u>	<u>456,499</u>	<u>334,457</u>
<b>Non-operating income (expense)</b>				
Interest expense, net	(32,284)	(26,627)	(95,316)	(257,969)
Other income (expense)	3,242	(626)	3,305	1,168
Total non-operating income (expense)	<u>(29,042)</u>	<u>(27,253)</u>	<u>(92,011)</u>	<u>(256,801)</u>
<b>Net income before income taxes</b>	205,780	180,827	364,488	77,656
<b>Income tax benefit (expense)</b>	(2,502)	(7,933)	3,761	(11,177)
<b>Net income</b>	<u>203,278</u>	<u>172,894</u>	<u>368,249</u>	<u>66,479</u>
<b>Net income attributable to non-controlling interest</b>	2,200	2,036	4,288	857
<b>Net income attributable to Norwegian Cruise Line Holdings Ltd.</b>	<u>\$ 201,078</u>	<u>\$ 170,858</u>	<u>\$ 363,961</u>	<u>\$ 65,622</u>
<b>Weighted-average shares outstanding</b>				
Basic	<u>203,220,218</u>	<u>204,425,308</u>	<u>204,444,469</u>	<u>202,279,989</u>
Diluted	<u>208,507,181</u>	<u>210,703,244</u>	<u>209,992,647</u>	<u>208,673,608</u>
<b>Earnings per share</b>				
Basic	\$ 0.99	\$ 0.84	\$ 1.78	\$ 0.32
Diluted	<u>\$ 0.97</u>	<u>\$ 0.82</u>	<u>\$ 1.75</u>	<u>\$ 0.32</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Norwegian Cruise Line Holdings Ltd.**  
**Consolidated Statements of Comprehensive Income**  
**(Unaudited)**  
**(in thousands)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Net income	\$ 203,278	\$ 172,894	\$ 368,249	\$ 66,479
Other comprehensive income (loss):				
Shipboard Retirement Plan	95	117	284	351
Cash flow hedges:				
Net unrealized gain (loss)	(37,801)	16,798	(44,360)	(12,619)
Amount realized and reclassified into earnings	1,819	(1,539)	1,825	(3,623)
Total other comprehensive income (loss)	(35,887)	15,376	(42,251)	(15,891)
Total comprehensive income	167,391	188,270	325,998	50,588
Comprehensive income attributable to non-controlling interest	1,781	2,233	3,826	445
Total comprehensive income attributable to Norwegian Cruise Line Holdings Ltd.	\$ 165,610	\$ 186,037	\$ 322,172	\$ 50,143

The accompanying notes are an integral part of these consolidated financial statements.

**Norwegian Cruise Line Holdings Ltd.**  
**Consolidated Balance Sheets**  
(Unaudited)  
(in thousands, except share data)

	September 30, 2014	December 31, 2013
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 55,869	\$ 56,467
Accounts receivable, net	25,936	18,260
Inventories	51,263	43,715
Prepaid expenses and other assets	57,568	64,482
Total current assets	190,636	182,924
Property and equipment, net	6,319,933	5,647,670
Goodwill and tradenames	611,330	611,330
Other long-term assets	252,150	209,054
Total assets	<u>\$ 7,374,049</u>	<u>\$ 6,650,978</u>
<b>Liabilities and Shareholders' Equity</b>		
Current liabilities:		
Current portion of long-term debt	\$ 381,565	\$ 286,575
Accounts payable	99,884	86,788
Accrued expenses and other liabilities	280,590	253,752
Due to Affiliate	36,928	36,544
Advance ticket sales	504,057	411,829
Total current liabilities	1,303,024	1,075,488
Long-term debt	3,082,346	2,841,214
Due to Affiliate	36,978	55,128
Other long-term liabilities	67,717	47,882
Total liabilities	4,490,065	4,019,712
Commitments and contingencies (Note 9)		
Shareholders' equity:		
Ordinary shares, \$.001 par value; 490,000,000 shares authorized; 205,788,004 and 205,160,340 shares issued at September 30, 2014 and December 31, 2013, respectively	206	205
Additional paid-in capital	2,826,395	2,822,864
Accumulated other comprehensive income (loss)	(58,479)	(16,690)
Retained earnings (deficit)	166,490	(197,471)
Treasury shares (2,486,350 ordinary shares at cost)	(82,000)	—
Total shareholders' equity controlling interest	2,852,612	2,608,908
Non-controlling interest	31,372	22,358
Total shareholders' equity	2,883,984	2,631,266
Total liabilities and shareholders' equity	<u>\$ 7,374,049</u>	<u>\$ 6,650,978</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Norwegian Cruise Line Holdings Ltd.**  
**Consolidated Statements of Cash Flows**  
(Unaudited)  
(in thousands)

	Nine Months Ended September 30,	
	2014	2013
<b>Cash flows from operating activities</b>		
Net income	\$ 368,249	\$ 66,479
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	213,306	180,143
Loss (gain) on derivatives	129	(195)
Deferred income taxes, net	(3,238)	11,026
Write-off of deferred financing fees	—	36,357
Share-based compensation expense	9,551	21,283
Changes in operating assets and liabilities:		
Accounts receivable, net	(7,676)	(2,655)
Inventories	(7,548)	(6,220)
Prepaid expenses and other assets	(4,276)	(1,558)
Accounts payable	13,096	19,433
Accrued expenses and other liabilities	33,529	(5,480)
Advance ticket sales	85,602	79,730
Net cash provided by operating activities	<u>700,724</u>	<u>398,343</u>
<b>Cash flows from investing activities</b>		
Additions to property and equipment	(864,837)	(835,765)
Net cash used in investing activities	<u>(864,837)</u>	<u>(835,765)</u>
<b>Cash flows from financing activities</b>		
Repayments of long-term debt	(765,948)	(2,229,821)
Repayments to Affiliate	(18,521)	(98,171)
Proceeds from long-term debt	1,101,287	2,359,310
Proceeds from the issuance of ordinary shares, net	—	473,017
Proceeds from the exercise of share options	3,081	1,268
Purchases of treasury shares	(82,000)	—
NCLC partnership tax distributions	(3,853)	—
Deferred financing fees and other	(70,531)	(56,721)
Net cash provided by financing activities	<u>163,515</u>	<u>448,882</u>
Net increase (decrease) in cash and cash equivalents	(598)	11,460
Cash and cash equivalents at beginning of period	56,467	45,500
Cash and cash equivalents at end of period	<u>\$ 55,869</u>	<u>\$ 56,960</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Norwegian Cruise Line Holdings Ltd.**  
**Consolidated Statements of Changes in Shareholders' Equity**  
(Unaudited)  
(in thousands)

	Ordinary Shares	Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings (Deficit)	Treasury Shares	Non- controlling Interest	Total Shareholders' Equity
<b>Balance, December 31, 2012</b>	\$ 25	\$ 2,327,097	\$ (17,619)	\$ (299,185)	\$ —	\$ 8,466	\$ 2,018,784
Share-based compensation	—	31,264	—	—	—	19	31,283
Transactions with Affiliates, net	—	(52)	—	—	—	—	(52)
Corporate Reorganization	—	(20,176)	—	—	—	20,176	—
Proceeds from the issuance of ordinary shares, net	179	472,838	—	—	—	—	473,017
Proceeds from the exercise of share options	1	1,267	—	—	—	—	1,268
Other comprehensive loss	—	—	(15,479)	—	—	(412)	(15,891)
Net income	—	—	—	65,622	—	857	66,479
Transfers to non-controlling interest	—	6,915	—	—	—	(6,915)	—
<b>Balance, September 30, 2013</b>	<u>\$ 205</u>	<u>\$ 2,819,153</u>	<u>\$ (33,098)</u>	<u>\$ (233,563)</u>	<u>\$ —</u>	<u>\$ 22,191</u>	<u>\$ 2,574,888</u>
<b>Balance, December 31, 2013</b>	\$ 205	\$ 2,822,864	\$ (16,690)	\$ (197,471)	\$ —	\$ 22,358	\$ 2,631,266
Share-based compensation	—	9,551	—	—	—	—	9,551
Transactions with Affiliates, net	—	(59)	—	—	—	—	(59)
NCLC partnership tax distributions	—	—	—	—	—	(3,853)	(3,853)
Proceeds from the exercise of share options	1	3,080	—	—	—	—	3,081
Purchases of treasury shares	—	—	—	—	(82,000)	—	(82,000)
Other comprehensive loss	—	—	(41,789)	—	—	(462)	(42,251)
Net income	—	—	—	363,961	—	4,288	368,249
Transfers to non-controlling interest	—	(9,041)	—	—	—	9,041	—
<b>Balance, September 30, 2014</b>	<u>\$ 206</u>	<u>\$ 2,826,395</u>	<u>\$ (58,479)</u>	<u>\$ 166,490</u>	<u>\$ (82,000)</u>	<u>\$ 31,372</u>	<u>\$ 2,883,984</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Norwegian Cruise Line Holdings Ltd.  
Notes to Consolidated Financial Statements  
(Unaudited)**

Unless otherwise indicated or the context otherwise requires, references in this report to (i) the “Company,” “we,” “our,” “us” and “NCLH” refer to Norwegian Cruise Line Holdings Ltd. and/or its subsidiaries, (ii) “NCLC” refers to NCL Corporation Ltd. and/or its subsidiaries, (iii) “Norwegian Cruise Line” or “Norwegian” refers to the Norwegian Cruise Line brand and its predecessors, (iv) “Apollo” refers to Apollo Global Management, LLC and its subsidiaries and the “Apollo Funds” refers to one or more of AIF VI NCL (AIV), L.P., AIF VI NCL (AIV II), L.P., AIF VI NCL (AIV III), L.P., AIF VI NCL (AIV IV), L.P., AAA Guarantor-Co-Invest VI (B), L.P., Apollo Overseas Partners (Delaware) VI, L.P., Apollo Overseas Partners (Delaware 892) VI, L.P., Apollo Overseas Partners VI, L.P. and Apollo Overseas Partners (Germany) VI, L.P., (v) “TPG Global” refers to TPG Global, LLC, “TPG” refers to TPG Global and its affiliates and the “TPG Viking Funds” refers to one or more of TPG Viking, L.P., TPG Viking AIV I, L.P., TPG Viking AIV II, L.P., and TPG Viking AIV III, L.P. and/or certain other affiliated investment funds, each an affiliate of TPG, (vi) “Genting HK” refers to Genting Hong Kong Limited and/or its affiliates (formerly Star Cruises Limited and/or its affiliates) (Genting HK owns NCLH’s ordinary shares indirectly through Star NCLC Holdings Ltd. (“Star NCLC”)), and (vii) “Affiliate(s)” or “Sponsor(s)” refers to Genting HK, the Apollo Funds and/or the TPG Viking Funds. References to the “U.S.” are to the United States of America, “dollars” or “\$” are to U.S. dollars and “euros” or “€” are to the official currency of the Eurozone.

**1. Corporate Reorganization**

In February 2011, NCLH, a Bermuda limited company, was formed with the issuance to the Sponsors of, in aggregate, 10,000 ordinary shares, with a par value of \$.001 per share. On January 24, 2013, NCLH consummated the IPO. In connection with the consummation of the IPO, the Sponsors’ ordinary shares in NCLC were exchanged for the ordinary shares of NCLH at a share exchange ratio of 1.0 to 8.42565 and NCLH became the owner of 100% of the ordinary shares (representing a 97.3% economic interest) and parent company of NCLC (the “Corporate Reorganization”). Accordingly, NCLH contributed \$460.0 million to NCLC and the historical financial statements of NCLC became those of NCLH. The Corporate Reorganization was effected solely for the purpose of reorganizing our corporate structure. NCLH had not prior to the completion of the Corporate Reorganization conducted any activities other than those incidental to its formation and to preparations for the Corporate Reorganization and IPO. The Corporate Reorganization resulted in all parties being in the same economic position as they were immediately prior to the IPO. As the economic position of the investors did not change as part of the Corporate Reorganization it is considered a non-substantive merger from an accounting perspective.

NCLC is treated as a partnership for U.S. federal income tax purposes, and the terms of the partnership (including the economic rights with respect thereto) are set forth in the amended and restated tax agreement for NCLC, as further amended. Economic interests in NCLC are represented by the partnership interests established under the tax agreement, which we refer to as “NCL Corporation Units.” The NCL Corporation Units held by NCLH (as a result of its ownership of 100% of the ordinary shares of NCLC) represent a 98.0% economic interest in NCLC as of September 30, 2014, and the remaining 2.0% economic interest is in the form of Management NCL Corporation Units held by management (or former management). As a result of the aforementioned transactions and certain Secondary Offerings, the Sponsors owned 55.9% of NCLH’s ordinary shares as of September 30, 2014.

**2. Summary of Significant Accounting Policies**

**Basis of Presentation**

The accompanying consolidated financial statements are unaudited and, in our opinion, contain all normal recurring adjustments necessary for a fair statement of the results for the periods presented.

Our operations are seasonal and results for interim periods are not necessarily indicative of the results for the entire fiscal year. Historically, demand for cruises has been strongest during the summer months. The interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2013, which are included in our most recently filed Annual Report on Form 10-K.

**Shareholders’ Equity**

In connection with the Corporate Reorganization, previously granted profits interests to employees were exchanged for Management NCL Corporation Units (“Units”), which, upon vesting, represent a proportionate share of the economic interests in NCLC. The effect of this change was a \$20.2 million increase in the non-controlling interest.

During the nine months ended September 30, 2014, following the consummation of the Secondary Offering, additional performance-based Units vested and therefore became eligible to participate in the earnings of NCLC, and as a result, a proportionate amount of equity was allocated to the non-controlling interest. Each Unit holder has the right, subject to the same time-based and performance-based vesting requirements of the profits interests, to exchange Units for NCLH's ordinary shares at a rate equal to one ordinary share for every Unit. When such an exchange occurs, this results in the exchange of non-controlling interest to controlling interest. Accordingly, upon the exchange of a Unit for an ordinary share of NCLH, a portion of the non-controlling interest balance is reclassified to Additional Paid-in Capital. During the nine months ended September 30, 2014, there was \$9.0 million transferred to non-controlling interest.

During the nine months ended September 30, 2014, Management NCL Corporation Unit holders were distributed funds for partnership tax payments of \$3.9 million of which \$3.6 million of these distributions will be repaid to the Company upon a future exchange of Units.

On April 29, 2014, NCLH's Board of Directors authorized, and NCLH announced, a three-year share repurchase program for up to \$500.0 million. Under the program, NCLH may make repurchases in the open market, in privately negotiated transactions, in accelerated repurchase programs or in structured share repurchase programs, and any repurchases may be made pursuant to Rule 10b5-1 plans. During the nine months ended September 30, 2014, NCLH repurchased approximately 2.5 million ordinary shares under its share repurchase program for \$82.0 million, which shares are reflected as treasury shares at cost on the consolidated balance sheet as of September 30, 2014.

The Consolidated Statements of Changes in Shareholders' Equity for the period ended September 30, 2013 has been revised for an immaterial change of approximately \$1.2 million to correctly present the activities within additional paid-in capital and non-controlling interest, with no change in the ending balances.

### Earnings Per Share

A reconciliation between basic and diluted earnings per share was as follows (in thousands, except share and per share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Net income attributable to Norwegian Cruise Line Holdings Ltd.	\$ 201,078	\$ 170,858	\$ 363,961	\$ 65,622
Net income	\$ 203,278	\$ 172,894	\$ 368,249	\$ 66,479
Basic weighted-average shares outstanding	203,220,218	204,425,308	204,444,469	202,279,989
Dilutive effect of awards	5,286,963	6,277,936	5,548,178	6,393,619
Diluted weighted-average shares outstanding	208,507,181	210,703,244	209,992,647	208,673,608
Basic earnings per share	\$ 0.99	\$ 0.84	\$ 1.78	\$ 0.32
Diluted earnings per share	\$ 0.97	\$ 0.82	\$ 1.75	\$ 0.32

### Revenue and Expense Recognition

Revenue and expense includes taxes assessed by governmental authorities that are directly imposed on a revenue-producing transaction between a seller and a customer. The amounts included in revenue and expense on a gross basis were \$51.5 million and \$44.3 million for the three months ended September 30, 2014 and 2013, respectively, and \$134.0 million and \$111.9 million for the nine months ended September 30, 2014 and 2013, respectively.

### 3. Accumulated Other Comprehensive Income (Loss)

Accumulated other comprehensive income (loss) for the nine months ended September 30, 2014 was as follows (in thousands):

	Accumulated Other Comprehensive Income (Loss)	Change Related to Cash Flow Hedges	Change Related to Shipboard Retirement Plan
Accumulated other comprehensive income (loss) at beginning of period	\$ (16,690)	\$ (10,532)	\$ (6,158)
Current period other comprehensive loss before reclassifications	(43,875)	(43,875)	—
Amounts reclassified	2,086	1,806(1)	280(2)
Accumulated other comprehensive income (loss) at end of period	<u>\$ (58,479)</u>	<u>\$ (52,601)(3)</u>	<u>\$ (5,878)</u>

(1) We refer you to Note 7— “Fair Value Measurements and Derivatives” for the affected line items in the Consolidated Statements of Operations.

(2) Amortization of prior-service cost and actuarial loss reclassified to payroll and related expense.

(3) Includes \$14.6 million of losses expected to be reclassified into earnings in the next 12 months.

Accumulated other comprehensive income (loss) for the nine months ended September 30, 2013 was as follows (in thousands):

	Accumulated Other Comprehensive Income (Loss)	Change Related to Cash Flow Hedges	Change Related to Shipboard Retirement Plan
Accumulated other comprehensive income (loss) at beginning of period	\$ (17,619)	\$ (7,872)	\$ (9,747)
Current period other comprehensive loss before reclassifications	(12,292)	(12,292)	—
Amounts reclassified	(3,187)	(3,529)(1)	342(2)
Accumulated other comprehensive income (loss) at end of period	<u>\$ (33,098)</u>	<u>\$ (23,693)</u>	<u>\$ (9,405)</u>

(1) We refer you to Note 7— “Fair Value Measurements and Derivatives” for the affected line items in the Consolidated Statements of Operations.

(2) Amortization of prior-service cost and actuarial loss reclassified to payroll and related expense.

### 4. Property and Equipment, Net

The balance as of September 30, 2014 reflects the delivery of Norwegian Getaway in January 2014.

### 5. Related Party Disclosures

In March 2014, the Selling Shareholders sold 15,000,000 ordinary shares of NCLH in the Secondary Offering. We did not receive any proceeds from this offering. As of September 30, 2014, the relative ownership percentages of NCLH’s ordinary shares were approximately as follows: Genting HK (28.0%), the Apollo Funds (20.0%), the TPG Viking Funds (7.9%), and public shareholders (44.1%). As of September 30, 2014, NCLH had a 98.0% economic interest in NCLC.

### 6. Income Tax Benefit (Expense)

NCLH is treated as a corporation for U.S. federal income tax purposes. The income tax benefit in 2014 primarily related to a change in our corporate entity structure which was completed in 2013. For the year ended December 31, 2013, the tax provision reflected an interest expense deduction based on a method supported by the information available at such time. During the first quarter of 2014, we received additional information which allowed us to elect another acceptable tax method, resulting in a tax benefit of \$11.1 million which is included in the consolidated statement of operations for the nine months ended September 30, 2014. For the nine months ended September 30, 2013, income tax expense was \$11.2 million. Income tax expense for the nine months ended September 30, 2013 includes a one-time expense of \$4.2 million due to a change in U.S. tax status from a partnership to a corporation in connection with our IPO and a benefit of \$2.6 million in connection with our prepayments of debt, and a \$9.6 million expense from our U.S. operations.

During 2013, we implemented a restructuring plan to provide a global tax platform for international expansion. As part of the plan, the Company became a tax resident of the United Kingdom. As such, it qualifies for relief from U.S. Branch Profits taxes under the US-UK Tax Treaty. In addition, the restructuring resulted in additional interest and depreciation deductions which reduced the Company's overall income tax expense. Its effect has been included as a reduction of \$5.3 million to income tax expense for the nine months ended September 30, 2013.

## **7. Fair Value Measurements and Derivatives**

Fair value is defined as the price at which an orderly transaction to sell an asset or to transfer a liability would take place between market participants at the measurement date under current market conditions (that is, an exit price at the measurement date from the perspective of a market participant that holds the asset or owes the liability).

### **Fair Value Hierarchy**

The following hierarchy for inputs used in measuring fair value should maximize the use of observable inputs and minimize the use of unobservable inputs by requiring that the most observable inputs be used when available:

- Level 1 Quoted prices in active markets for identical assets or liabilities that are accessible at the measurement dates.
- Level 2 Significant other observable inputs that are used by market participants in pricing the asset or liability based on market data obtained from independent sources.
- Level 3 Significant unobservable inputs we believe market participants would use in pricing the asset or liability based on the best information available.

### **Derivatives**

We are exposed to market risk attributable to changes in interest rates, foreign currency exchange rates and fuel prices. We attempt to minimize these risks through a combination of our normal operating and financing activities and through the use of derivatives. We assess whether derivatives used in hedging transactions are "highly effective" in offsetting changes in the cash flow of our hedged forecasted transactions. We use regression analysis for this hedge relationship and high effectiveness is achieved when a statistically valid relationship reflects a high degree of offset and correlation between the fair values of the derivative and the hedged forecasted transaction. Cash flows from the derivatives are classified in the same category as the cash flows from the underlying hedged transaction. The determination of ineffectiveness is based on the amount of dollar offset between the cumulative change in fair value of the derivative and the cumulative change in fair value of the hedged transaction at the end of the reporting period. If it is determined that a derivative is not highly effective as a hedge, or if the hedged forecasted transaction is no longer probable of occurring, then the amount recognized in accumulated other comprehensive income (loss) is released to earnings. In addition, the ineffective portion of our highly effective hedges is recognized in earnings immediately and reported in other income (expense) in our consolidated statements of operations. There are no amounts excluded from the assessment of hedge effectiveness and there are no credit-risk-related contingent features in our derivative agreements.

We monitor concentrations of credit risk associated with financial and other institutions with which we conduct significant business. Credit risk, including but not limited to counterparty non-performance under derivatives and our revolving credit facility, is not considered significant, as we primarily conduct business with large, well-established financial institutions that we have established relationships with and that have credit risks acceptable to us or the credit risk is spread out among a large number of creditors. We do not anticipate non-performance by any of our significant counterparties.

The following table sets forth our derivatives measured at fair value and discloses the balance sheet location (in thousands):

	Balance Sheet location	Asset		Liability	
		September 30, 2014	December 31, 2013	September 30, 2014	December 31, 2013
Fuel swaps designated as hedging instruments	Prepaid expenses and other assets	\$ —	\$ 5,024	\$ —	\$ 666
	Other long-term assets	—	6,869	—	9
	Accrued expenses and other liabilities	17	—	10,506	—
	Other long-term liabilities	32	—	5,608	—
Fuel collars designated as hedging instruments	Prepaid expenses and other assets	—	452	68	195
Fuel options not designated as hedging instruments	Prepaid expenses and other assets	—	—	68	195
Foreign currency options designated as hedging instruments	Accrued expenses and other liabilities	—	—	—	9,815
Foreign currency forward contracts designated as hedging instruments	Prepaid expenses and other assets	—	2,624	—	—
	Accrued expenses and other liabilities	—	—	—	6,582
	Other long-term liabilities	166	—	11,277	—
Foreign currency collar designated as a hedging instrument	Prepaid expenses and other assets	—	12,502	—	—
Interest rate swaps designated as hedging instruments	Accrued expenses and other liabilities	—	—	3,459	1,707
	Other long-term liabilities	—	—	1,388	1,374

The fair values of swap and forward contracts are determined based on inputs that are readily available in public markets or can be derived from information available in publicly quoted markets. The Company determines the value of options and collars utilizing an option pricing model based on inputs that are either readily available in public markets or can be derived from information available in publicly quoted markets. The option pricing model used by the Company is an industry standard model for valuing options and is used by the broker/dealer community. The inputs to this option pricing model are the option strike price, underlying price, risk-free rate of interest, time to expiration, and volatility. The fair value of option contracts considers both the intrinsic value and any remaining time value associated with those derivatives that have not yet settled. The Company also considers counterparty credit risk and its own credit risk in its determination of all estimated fair values. Our derivatives and financial instruments were categorized as Level 2 in the fair value hierarchy, and we had no derivatives or financial instruments categorized as Level 1 or Level 3.

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Our derivative contracts include rights of offset with our counterparties. We have elected to net certain assets and liabilities within counterparties. We are not required to post cash collateral related to our derivative instruments. The following table discloses the amounts recognized within assets and liabilities (in thousands):

	Gross Amounts	Gross Amounts Offset	Total Net Amounts	Gross Amounts Not Offset	Net Amounts
<b>September 30, 2014</b>					
Liabilities	\$ 32,374	\$ (215)	\$ 32,159	\$ (4,847)	\$ 27,312
<b>December 31, 2013</b>					
Assets	\$ 27,471	\$ (1,065)	\$ 26,406	\$ (15,126)	\$ 11,280
Liabilities	19,478	—	19,478	(19,478)	—

**Fuel Swaps**

As of September 30, 2014, we had fuel swaps maturing through December 31, 2017 which are used to mitigate the financial impact of volatility in fuel prices pertaining to approximately 717,000 metric tons of our projected fuel purchases. The effects on the consolidated financial statements of the fuel swaps which were designated as cash flow hedges were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain (loss) recognized in other comprehensive income – effective portion	\$ (27,777)	\$ 13,500	\$ (25,938)	\$ 132
Loss recognized in other income (expense) – ineffective portion	(51)	(83)	(16)	(182)
Amount reclassified from accumulated other comprehensive income (loss) into fuel expense	578	(2,081)	(1,345)	(5,080)

**Fuel Collars and Options**

As of September 30, 2014, we had fuel collars and options maturing through December 31, 2014 which are used to mitigate the financial impact of volatility in fuel prices pertaining to approximately 9,000 metric tons of our projected fuel purchases. The effects on the consolidated financial statements of the fuel collars which were designated as cash flow hedges were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain (loss) recognized in other comprehensive income – effective portion	\$ (127)	\$ 427	\$ (436)	\$ (1,108)
Gain (loss) recognized in other income (expense) – ineffective portion	4	(51)	111	(29)
Amount reclassified from accumulated other comprehensive income (loss) into fuel expense	370	332	1,111	1,150

The effects on the consolidated financial statements of the fuel options which were not designated as hedging instruments were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain (loss) recognized in other income (expense)	\$ (59)	\$ 430	\$ 127	\$ 1,011

**Foreign Currency Forward Contract**

As of September 30, 2014, we had a foreign currency forward contract which is used to mitigate the financial impact of volatility in foreign currency exchange rates related to a ship construction contract denominated in euros. The notional amount of our foreign currency forward contract was €289.0 million, or \$365.0 million based on the euro/U.S. dollar exchange rate as of September 30, 2014. The effects on the

consolidated financial statements of the foreign currency forward contract which was designated as a cash flow hedge was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Loss recognized in other comprehensive income – effective portion	\$ (11,199)	\$ —	\$ (12,187)	\$ (7,886)
Gain (loss) recognized in other income (expense) – ineffective portion	—	—	(1)	66
Amount reclassified from accumulated other comprehensive income (loss) into depreciation and amortization expense	(63)	(32)	(180)	(52)

The effects on the consolidated financial statements of the foreign currency forward contracts which were not designated as hedging instruments were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain recognized in other income (expense)	\$ —	\$ —	\$ —	\$ 20

**Foreign Currency Options**

We had foreign currency options that matured through January 2014, which consisted of call options with deferred premiums. These options were used to mitigate the financial impact of volatility in foreign currency exchange rates related to our ship construction contracts denominated in euros. If the spot rate at the date the ships were delivered was less than the strike price under these option contracts, we would have paid the deferred premium and would not exercise the foreign currency options. The effects on the consolidated financial statements of the foreign currency options which were designated as cash flow hedges were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain (loss) recognized in other comprehensive income – effective portion	\$ —	\$ 1,179	\$ (1,157)	\$ (3,174)
Gain (loss) recognized in other income (expense) – ineffective portion	—	13	(241)	(307)
Amount reclassified from accumulated other comprehensive income (loss) into depreciation and amortization expense	330	177	938	294

**Foreign Currency Collar**

We had a foreign currency collar that matured in January 2014. The collar was used to mitigate the volatility of foreign currency exchange rates related to a ship construction contract denominated in euros.

The effects on the consolidated financial statements of the foreign currency collar which was designated as a cash flow hedge was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain (loss) recognized in other comprehensive income – effective portion	\$ —	\$ 4,518	\$ (1,588)	\$ 2,243
Amount reclassified from accumulated other comprehensive income (loss) into depreciation and amortization expense	(91)	—	(242)	—

**Interest Rate Swaps**

As of September 30, 2014, we had interest rate swap agreements to mitigate our exposure to interest rate movements and to manage our interest expense. The notional amount of outstanding debt associated with the interest rate swap agreements was \$627.5 million. The effects on the consolidated financial statements of the interest rate swaps which were designated as cash flow hedges were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Gain (loss) recognized in other comprehensive income – effective portion	\$ 1,302	\$ (2,826)	\$ (3,054)	\$ (2,826)
Loss recognized in other income (expense) - ineffective portion	—	(334)	—	(334)
Amount reclassified from accumulated other comprehensive income (loss) into interest expense, net	695	65	1,543	65

**Long-Term Debt**

As of September 30, 2014 and December 31, 2013, the fair value of our long-term debt, including the current portion, was \$3,571.3 million and \$3,146.4 million, which was \$107.4 million and \$18.6 million higher, respectively, than the carrying values. The difference between the fair value and carrying value of our long-term debt is due to our fixed and variable rate debt obligations carrying interest rates that are above or below market rates at the measurement dates. The fair value of our long-term debt was calculated based on estimated rates for the same or similar instruments with similar terms and remaining maturities. The calculation of the fair value of our long-term debt is considered a Level 2 input.

**Other**

The carrying amounts reported in the consolidated balance sheets of all financial assets and liabilities other than our long-term debt approximate fair value.

**8. Employee Benefits and Share Option Plans**

**Share Option Awards**

The following is a summary of option activity under our share option plan for the nine months ended September 30, 2014:

	Number of Share Option Awards	
	Time- Based Options	Performance- Based Options
Outstanding as of December 31, 2013	3,242,643	1,572,516
Granted	2,473,115	—
Exercised	(95,365)	(72,175)
Forfeited or expired	(71,890)	(2,866)
Outstanding as of September 30, 2014	5,548,503	1,497,475

During the nine months ended September 30, 2014 we granted approximately 2.5 million of options at a weighted-average exercise price of \$32.16.

**9. Commitments and Contingencies**

**Ship Construction Contracts**

We have orders with Meyer Werft for four Breakaway Plus Class Ships for delivery in the fall of 2015, spring of 2017, spring of 2018 and fall of 2019. These ships will be the largest in our fleet, reaching approximately 164,600 Gross Tons and up to 4,200 Berths each and will be

similar in design and innovation to our Breakaway Class Ships. The combined contract cost of these four ships is approximately €3.0 billion, or \$3.8 billion based on the euro/U.S. dollar exchange rate as of September 30, 2014. We have export credit financing in place that provides financing for 80% of their contract prices.

In connection with the contracts to build the ships, we do not anticipate any contractual breaches or cancellation to occur. However, if any would occur, it could result in, among other things, the forfeiture of prior deposits or payments made by us and potential claims and impairment losses which may materially impact our business, financial condition and results of operations.

#### **Litigation**

In July 2009, a class action complaint was filed against NCL (Bahamas) Ltd. in the United States District Court, Southern District of Florida, on behalf of a purported class of crew members alleging inappropriate deductions of their wages pursuant to the Seaman's Wage Act and wrongful termination resulting in a loss of retirement benefits. In December 2010, the Court denied the plaintiffs' Motion for Class Certification. In February 2011, the plaintiffs filed a Motion for Reconsideration as to the Court's Order on Class Certification which was denied. The Court tried six individual plaintiffs' claims, and in September 2012 awarded wages aggregating approximately \$100,000 to such plaintiffs. In October 2013, the United States Court of Appeals for the Eleventh Circuit affirmed the Court's rulings as to the denial of Class Certification and the trial verdict. The Plaintiffs filed a petition for a writ of certiorari in the United States Supreme Court seeking review of the appellate court's decision which was denied in March 2014. We are vigorously defending this action and are not able at this time to estimate the impact of these proceedings.

In May 2011, a class action complaint was filed against NCL (Bahamas) Ltd. in the United States District Court, Southern District of Florida, on behalf of a purported class of crew members alleging inappropriate deductions of their wages pursuant to the Seaman's Wage Act and breach of contract. In July 2012, this action was stayed by the Court pending the outcome of the litigation commenced with the class action complaint filed in July 2009. We are vigorously defending this action and are not able at this time to estimate the impact of these proceedings.

In the normal course of our business, various other claims and lawsuits have been filed or are pending against us. Most of these claims and lawsuits are covered by insurance and, accordingly, the maximum amount of our liability is typically limited to our deductible amount. Nonetheless, the ultimate outcome of these claims and lawsuits that are not covered by insurance cannot be determined at this time. We have evaluated our overall exposure with respect to all of our threatened and pending litigation and, to the extent required, we have accrued amounts for all estimable probable losses associated with our deemed exposure. We are currently unable to estimate any other reasonably possible contingent losses beyond those accrued, as discovery is not complete nor is adequate information available to estimate such range of loss or potential recovery. We intend to vigorously defend our legal position on all claims and, to the extent necessary, seek recovery.

#### **10. Subsequent Events**

##### **Plan of Merger**

On September 2, 2014, NCLH entered into an Agreement and Plan of Merger, as amended (the "Merger Agreement") with Portland Merger Sub, Inc., a corporation organized under the laws of the Republic of Panama and a wholly-owned direct subsidiary of NCLC ("Merger Sub"), Prestige Cruises International, Inc., ("Prestige") and Apollo Management, L.P., a Delaware limited partnership, as the stockholders' representative. At the Effective Time (as defined in the Merger Agreement) and subject to the terms and conditions contemplated in the Merger Agreement, Merger Sub will merge with and into Prestige (the "Merger"), and upon consummation of the Merger, Merger Sub will cease to exist and Prestige will continue as the surviving corporation and wholly-owned subsidiary of NCLC. The Merger is expected to close within the fourth quarter of 2014. For more on the Merger, we refer you to our Definitive Information Statement on Schedule 14C filed with the SEC on October 16, 2014.

##### **Compensatory Arrangements of Certain Officers**

Prior to our initial public offering in January of 2013, members of our management and former management were granted profits interests in NCLC, which were converted into units in NCLC in connection with our initial public offering (the "Management Units"). Subject to the terms of the Amended and Restated United States Tax Agreement for NCLC (as further amended, the "Tax Agreement") and the Exchange Agreement for NCLC that forms a part of the Tax Agreement (as amended, the "Exchange Agreement"), each vested Management Unit may currently be exchanged for one ordinary share of NCLH.

On October 17, 2014, the NCLH's Compensation Committee approved a series of actions intended to result in our named executive officers and other holders of Management Units exchanging their Management Units for ordinary shares of NCLH so that NCLH may become the sole member and 100% owner of the economic interests in NCLC.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Cautionary Statement Concerning Forward-Looking Statements

Certain statements in this report constitute forward-looking statements intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts in this report, including, without limitation, those regarding our business strategy, financial position, results of operations, plans, prospects and objectives of management for future operations (including development plans and objectives relating to our activities), are forward-looking statements. Many, but not all of these statements can be found by looking for words like "expect," "anticipate," "goal," "project," "plan," "believe," "seek," "will," "may," "forecast," "estimate," "intend" and "future" and for similar words. Forward-looking statements do not guarantee future performance and may involve risks, uncertainties and other factors which could cause our actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in those forward-looking statements. Examples of these risks, uncertainties and other factors include, but are not limited to:

- the effects of costs incurred in connection with the Merger and the integration of the Prestige business into NCLH;
- the debt we incur or assumes in connection with the Merger;
- the ability to realize the anticipated benefits of the Merger;
- our assumption of certain potential liabilities relating to Prestige's business;
- the diversion of management's attention away from operations as a result of the integration of Prestige's business into our business;
- the effect that the Merger may have on employee relations;
- general guest uncertainty related to the Merger;
- the adverse impact of general economic and related factors, such as fluctuating or increasing levels of unemployment, underemployment and fuel prices, declines in the securities and real estate markets and perceptions of these conditions can decrease the level of disposable income of consumers or consumer confidence;
- changes in cruise capacity, as well as capacity changes in the overall vacation industry;
- intense competition from other cruise companies as well as non-cruise vacation alternatives which could affect the combined company's ability to compete effectively;
- our substantial indebtedness, including the inability to generate the necessary amount of cash to service our existing debt, and to repay our credit facilities;
- negative publicity surrounding the cruise industry;
- changes in fuel prices and/or other cruise operating costs;
- the risks associated with operating internationally, including changes in interest rates and/or foreign currency rates;
- efforts to expand our business into new markets may not be successful.
- the continued borrowing availability under our credit facilities and compliance with our financial covenants;
- our ability to incur significantly more debt despite our substantial existing indebtedness;
- the impact of volatility and disruptions in the global credit and financial markets which may adversely affect our ability to borrow and could increase our counterparty credit risks, including those under our credit facilities, derivatives, contingent obligations, insurance contracts and new ship progress payment guarantees;
- adverse events impacting the security of travel such as terrorist acts, acts of piracy, armed conflict and other international events;
- the impact of any future changes relating to how external distribution channels sell and market our cruises;
- our reliance on third parties to provide hotel management service to certain of our ships in connection with the Merger and certain other services;
- the impact of any future increases in the price of, or major changes or reduction in, commercial airline services;
- the impact of the spread of epidemics and viral outbreaks;
- the delivery schedules and estimated costs of new ships, the impact of delays, costs and other factors resulting from ship repairs, maintenance and refurbishment of the combined company's ships;

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- the impact of problems encountered at shipyards, as well as, any potential claim, impairment loss, cancellation or breach of contract in connection with our contracts with shipyards;
- the impact of seasonal variations in passenger fare rates and occupancy levels at different times of the year;
- the uncertain political environment in countries where we or Prestige operate;
- the impact of weather and natural disasters;
- accidents and other incidents affecting the health, safety, security and vacation satisfaction of guests or causing damage to ships, which could cause the modification of itineraries or cancellation of a cruise or series of cruises;
- our ability to obtain insurance coverage on terms that are favorable or consistent with our expectations;
- the impact of any breaches in data security or other disturbances to our information technology and other networks;
- the ability to keep pace with developments in technology;
- the impact of amendments to collective bargaining agreements for crew members and other employee relation issues;
- the continued availability of attractive port destinations;
- the ability to attract and retain key personnel and qualified shipboard crew, maintain good relations with employee unions, maintain or renegotiate our collective bargaining agreements on favorable terms and prevent any disruptions in work;
- the control of our business by our Sponsors;
- changes involving the tax, environmental, health, safety, security and other regulatory regimes in which we operate;
- the effects of costs in connection with litigation, enforcement actions, fines or penalties;
- increases in our future fuel costs related to implementing IMO regulations, which require the use of higher priced low sulfur fuels in certain cruising areas;
- the implementation of regulations in the U.S. requiring U.S. citizens to obtain passports for travel to additional foreign destinations; and
- other factors set forth under “Risk Factors” in our most recently filed Annual Report on Form 10-K and set forth herein under “Item 1A Risk Factors.”

The above examples are not exhaustive and new risks emerge from time to time. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Such forward-looking statements are based on our current beliefs, assumptions, expectations, estimates and projections regarding our present and future business strategies and the environment in which we will operate in the future. These forward-looking statements speak only as of the date of this report. We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in our expectations with regard thereto or any change of events, conditions or circumstances on which any such statement was based.

The interim consolidated financial statements should be read in conjunction with our audited consolidated financial statements for the year ended December 31, 2013, which are included in our most recently filed Annual Report on Form 10-K.

### **Terminology**

For further information about our non-GAAP financial measures including a reconciliation to the most directly comparable GAAP financial measure, we refer you to “Results of Operations.”

Unless otherwise indicated in this report, the following terms have the meanings set forth below:

- *Adjusted EBITDA*. EBITDA adjusted for other income (expense) and other supplemental adjustments.
- *Adjusted EPS*. Adjusted Net Income divided by the number of diluted weighted-average shares.
- *Adjusted Net Cruise Cost Excluding Fuel*. Net Cruise Cost less fuel expense adjusted for supplemental adjustments.
- *Adjusted Net Income*. Net income adjusted for supplemental adjustments.
- *Berths*. Double occupancy capacity per stateroom (single occupancy per studio stateroom) even though many staterooms can accommodate three or more passengers.

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- *Breakaway Class Ships.* Norwegian Breakaway delivered in April 2013 and Norwegian Getaway delivered in January 2014.
- *Breakaway Plus Class Ships.* The next generation of ships which are similar in design and innovation to Breakaway Class Ships.
- *Breakaway Two Credit Facility.* €529.8 million Breakaway Two Credit Agreement, dated as of November 18, 2010, by and among Breakaway Two, Ltd. and a syndicate of international banks and related Guarantee by NCL Corporation Ltd., as amended.
- *Business Enhancement Capital Expenditures.* Capital expenditures other than those related to new ship construction and ROI Capital Expenditures.
- *Capacity Days.* Available Berths multiplied by the number of cruise days for the period.
- *Charter.* The hire of a ship for a specified period of time.
- *Constant Currency.* A calculation whereby foreign currency-denominated revenue and expenses in a period are converted at the U.S. dollar exchange rate of a comparable period in order to eliminate the effects of the foreign exchange fluctuations.
- *Dry-dock.* A process whereby a ship is positioned in a large basin where all of the fresh/sea water is pumped out in order to carry out cleaning and repairs of those parts of a ship which are below the water line.
- *EBITDA.* Earnings before interest, taxes, depreciation and amortization.
- *GAAP.* Generally accepted accounting principles in the U.S.
- *Gross Cruise Cost.* The sum of total cruise operating expense and marketing, general and administrative expense.
- *Gross Tons.* A unit of enclosed passenger space on a cruise ship, such that one gross ton = 100 cubic feet or 2.831 cubic meters.
- *Gross Yield.* Total revenue per Capacity Day.
- *IMO.* International Maritime Organization, a United Nations agency that sets international standards for shipping.
- *Initial Public Offering* (or “*IPO*”). The initial public offering of 27,058,824 ordinary shares, par value \$.001 per share, of NCLH, which was consummated on January 24, 2013.
- *Management NCL Corporation Units.* NCLC’s previously outstanding profits interests issued to management (or former management) of NCLC which have been converted into units in NCLC in connection with the Corporate Reorganization.
- *Net Cruise Cost.* Gross Cruise Cost less commissions, transportation and other expense and onboard and other expense.
- *Net Cruise Cost Excluding Fuel.* Net Cruise Cost less fuel expense.
- *Net Revenue.* Total revenue less commissions, transportation and other expense and onboard and other expense.
- *Net Yield.* Net Revenue per Capacity Day.
- *Norwegian NEXT program.* A program which is designed to elevate the guest experience through new enhancements, experiences and transformations.
- *Occupancy Percentage.* The ratio of Passenger Cruise Days to Capacity Days. A percentage in excess of 100% indicates that three or more passengers occupied some staterooms.
- *Passenger Cruise Days.* The number of passengers carried for the period, multiplied by the number of days in their respective cruises.
- *Revolving Loan Facility.* \$625.0 million senior secured revolving credit facility maturing on May 24, 2018.
- *ROI Capital Expenditures.* Comprised of project-based capital expenditures which have a quantified return on investment.
- *SEC.* Securities and Exchange Commission.
- *Secondary Offerings.* NCLH’s secondary public offerings of NCLH’s ordinary shares in March 2014, December 2013 and August 2013.
- *Selling Shareholders.* The Apollo Funds and Star NCLC Holdings Ltd. (“Star NCLC”). Genting HK owns NCLH’s ordinary shares indirectly through Star NCLC, its wholly-owned subsidiary.
- *Shipboard Retirement Plan.* An unfunded defined benefit pension plan for certain crew members which computes benefits based on years of service, subject to certain requirements.

## Non-GAAP Financial Measures

We use certain non-GAAP financial measures, such as Net Revenue, Net Yield, Net Cruise Cost, Adjusted Net Cruise Cost Excluding Fuel and Adjusted EBITDA to enable us to analyze our performance. See “Terminology” for the definitions of these non-GAAP financial measures. We utilize Net Revenue and Net Yield to manage our business on a day-to-day basis and believe that they are the most relevant measures of our revenue performance because they reflect the revenue earned by us net of significant variable costs. In measuring our ability to control costs in a manner that positively impacts net income, we believe changes in Net Cruise Cost and Adjusted Net Cruise Cost Excluding Fuel to be the most relevant indicators of our performance.

As our business includes the sourcing of passengers and deployment of vessels outside of North America, a portion of our revenue and expenses are denominated in foreign currencies, particularly euro and British Pound sterling, which are subject to fluctuations in currency exchange rates versus our reporting currency, the U.S. dollar. In order to monitor results excluding these fluctuations, we calculate certain non-GAAP measures on a Constant Currency basis whereby current period revenue and expenses denominated in foreign currencies are converted to U.S. dollars using currency exchange rates of the comparable period. We believe that presenting these non-GAAP measures on both a reported and Constant Currency basis is useful in providing a more comprehensive view of trends in our business.

We believe that Adjusted EBITDA is appropriate as a supplemental financial measure as it is used by management to assess operating performance. We believe that Adjusted EBITDA is a useful measure in determining the Company’s performance as it reflects certain operating drivers of the Company’s business, such as sales growth, operating costs, marketing, general and administrative expense and other operating income and expense. Adjusted EBITDA is not a defined term under GAAP. Adjusted EBITDA is not intended to be a measure of liquidity or cash flows from operations or measures comparable to net income as it does not take into account certain requirements such as capital expenditures and related depreciation, principal and interest payments and tax payments and it includes other supplemental adjustments.

In addition, Adjusted Net Income and Adjusted EPS are supplemental financial measures used to demonstrate GAAP net income and earnings per share excluding certain charges. We use Adjusted Net Income and Adjusted EPS as key performance measures of our earnings performance, and we believe that both management and investors benefit from referring to these non-GAAP financial measures in assessing our performance and when planning, forecasting, and analyzing future periods. These non-GAAP financial measures also facilitate management’s internal comparison to our historical performance. These charges vary from period to period; accordingly, our presentation of Adjusted Net Income and Adjusted EPS may not be indicative of future adjustments or results.

You are encouraged to evaluate each adjustment used in calculating our non-GAAP financial measures and the reasons we consider our non-GAAP financial measures appropriate for supplemental analysis. In evaluating our non-GAAP financial measures, you should be aware that in the future we may incur expenses similar to the adjustments in our presentation. Our non-GAAP financial measures have limitations as analytical tools, and you should not consider these measures in isolation or as a substitute for analysis of our results as reported under GAAP. Our presentation of our non-GAAP financial measures should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Our non-GAAP financial measures may not be comparable to other companies. Please see a historical reconciliation of these measures to the most comparable GAAP measure presented in our consolidated financial statements below in the “Results of Operations” section.

## Financial Presentation

Revenue from our cruise and cruise-related activities are categorized by us as “passenger ticket revenue” and “onboard and other revenue.” Passenger ticket revenue and onboard and other revenue vary according to the size of the ship in operation, the length of cruises operated and the markets in which the ship operates. Our revenue is seasonal based on demand for cruises, which has historically been strongest during the summer months.

Passenger ticket revenue primarily consists of revenue for accommodations, meals in certain restaurants on the ship, certain onboard entertainment, and includes revenue for service charges and air and land transportation to and from the ship to the extent passengers purchase these items from us.

Onboard and other revenue primarily consists of revenue from gaming, beverage sales, shore excursions, specialty dining, retail sales, spa services and photo. We record onboard revenue from onboard activities we perform directly or that are performed by independent concessionaires, from which we receive a share of their revenue.

Our cruise operating expense is classified as follows:

- Commissions, transportation and other primarily consists of direct costs associated with passenger ticket revenue. These costs include travel agent commissions, air and land transportation expenses, related credit card fees, costs associated with service

charges and certain port expenses.

- Onboard and other primarily consists of direct costs that are incurred in connection with onboard and other revenue. These include costs incurred in connection with shore excursions, beverage sales and gaming.
- Payroll and related consists of the cost of wages and benefits for shipboard employees.
- Fuel includes fuel costs, the impact of certain fuel hedges and fuel delivery costs.
- Food consists of food costs for passengers and crew.
- Other consists of repairs and maintenance (including Dry-dock costs), ship insurance and other ship expenses.

#### **Critical Accounting Policies**

For a discussion of our critical accounting policies and estimates, see “Critical Accounting Policies” included in our Annual Report on Form 10-K for the year ended December 31, 2013 under the caption “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” We have made no significant changes to our critical accounting policies and estimates from those described in our Annual Report on Form 10-K for the year ended December 31, 2013.

#### **Executive Quarterly Overview**

On September 2, 2014, NCLH entered into an Agreement and Plan of Merger, as amended (the “Merger Agreement”) with Portland Merger Sub, Inc., a corporation organized under the laws of the Republic of Panama and a wholly-owned direct subsidiary of NCLC (“Merger Sub”), Prestige Cruises International, Inc., (“Prestige”) and Apollo Management, L.P., a Delaware limited partnership, as the stockholders’ representative. At the Effective Time (as defined in the Merger Agreement) and subject to the terms and conditions contemplated in the Merger Agreement, Merger Sub will merge with and into Prestige (the “Merger”), and upon consummation of the Merger, Merger Sub will cease to exist and Prestige will continue as the surviving corporation and wholly-owned subsidiary of NCLC. The Merger is expected to close within the fourth quarter of 2014. For more on the Merger, we refer you to our Definitive Information Statement on Schedule 14C filed with the SEC on October 16, 2014.

For the third quarter of 2014, we reported Adjusted Net Income of \$232.2 million and Adjusted EPS of \$1.11 which excludes \$29.0 million of supplemental adjustments which consist of \$20.3 million of transaction expenses related to the Merger (we refer you to our “Results of Operations” below for a calculation of Adjusted Net Income and Adjusted EPS). On a GAAP basis, net income attributable to Norwegian Cruise Line Holdings Ltd. and diluted earnings per share were \$201.1 million and \$0.97, respectively.

#### **Three months ended September 30, 2014 (“2014”) compared to the three months ended September 30, 2013 (“2013”)**

Total revenue increased 13.7% to \$907.0 million in 2014 compared to \$797.9 million in 2013. Net Revenue in 2014 increased 16.5% to \$694.4 million from \$596.1 million in 2013 primarily due to an increase in Capacity Days of 13.1% and a Net Yield increase of 3.0%. The increase in Capacity Days was primarily due to the delivery of Norwegian Getaway in January 2014. The Net Yield improvement was due to higher net ticket and onboard and other revenue. On a Constant Currency basis, Net Yield increased 2.6% in 2014 compared to 2013.

Operating income was \$234.8 million in 2014 compared to \$208.1 million in 2013 and Adjusted EBITDA (we refer you to our “Results of Operations” below for a calculation of Adjusted EBITDA) improved 20.5% to \$326.7 million for the same period.

**Results of Operations**

The following table sets forth operating data as a percentage of total revenue:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Revenue</b>				
Passenger ticket	72.7%	73.2%	70.8%	71.1%
Onboard and other	27.3%	26.8%	29.2%	28.9%
Total revenue	100.0%	100.0%	100.0%	100.0%
<b>Cruise operating expense</b>				
Commissions, transportation and other	15.8%	17.6%	16.0%	17.6%
Onboard and other	7.7%	7.7%	7.4%	7.8%
Payroll and related	12.8%	11.4%	13.8%	12.6%
Fuel	8.8%	9.7%	10.1%	11.4%
Food	4.9%	4.7%	5.4%	5.1%
Other	6.4%	6.1%	8.4%	8.4%
Total cruise operating expense	56.4%	57.2%	61.1%	62.9%
<b>Other operating expense</b>				
Marketing, general and administrative	10.7%	9.7%	11.3%	12.0%
Depreciation and amortization	7.0%	7.0%	8.1%	8.1%
Total other operating expense	17.7%	16.7%	19.4%	20.1%
Operating income	25.9%	26.1%	19.5%	17.0%
<b>Non-operating income (expense)</b>				
Interest expense, net	(3.6)%	(3.3)%	(4.1)%	(13.1)%
Other income (expense)	0.4%	(0.1)%	0.2%	—%
Total non-operating income (expense)	(3.2)%	(3.4)%	(3.9)%	(13.1)%
<b>Net income before income taxes</b>	22.7%	22.7%	15.6%	3.9%
<b>Income tax benefit (expense)</b>	(0.3)%	(1.0)%	0.2%	(0.6)%
<b>Net income</b>	22.4%	21.7%	15.8%	3.3%
<b>Net income attributable to non-controlling interest</b>	0.2%	0.3%	0.2%	—%
<b>Net income attributable to Norwegian Cruise Line Holdings Ltd.</b>	22.2%	21.4%	15.6%	3.3%

The following table sets forth selected statistical information:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Passengers carried	516,409	449,615	1,506,518	1,223,271
Passenger Cruise Days	3,609,294	3,170,169	10,079,345	8,461,719
Capacity Days	3,143,592	2,779,658	9,113,991	7,700,482
Occupancy Percentage	114.8%	114.0%	110.6%	109.9%

Net Revenue, Gross Yield and Net Yield were calculated as follows (in thousands, except Capacity Days and Yield data):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2014			2014		
	2014	Constant Currency	2013	2014	Constant Currency	2013
Passenger ticket revenue	\$ 659,117	\$ 657,300	\$ 583,923	\$ 1,655,666	\$ 1,655,085	\$ 1,400,470
Onboard and other revenue	247,900	248,047	213,962	681,306	681,652	569,479
Total revenue	907,017	905,347	797,885	2,336,972	2,336,737	1,969,949
Less:						
Commissions, transportation and other expense	143,194	144,488	140,086	374,716	377,663	347,650
Onboard and other expense	69,389	69,537	61,744	172,780	173,126	153,431
Net Revenue	\$ 694,434	\$ 691,322	\$ 596,055	\$ 1,789,476	\$ 1,785,948	\$ 1,468,868
Capacity Days	3,143,592	3,143,592	2,779,658	9,113,991	9,113,991	7,700,482
Gross Yield	\$ 288.53	\$ 288.00	\$ 287.04	\$ 256.42	\$ 256.39	\$ 255.82
Net Yield	\$ 220.90	\$ 219.91	\$ 214.43	\$ 196.34	\$ 195.96	\$ 190.75

Gross Cruise Cost, Net Cruise Cost, Net Cruise Cost Excluding Fuel and Adjusted Net Cruise Cost Excluding Fuel were calculated as follows (in thousands, except Capacity Days and per Capacity Day data):

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2014 Constant Currency			2014 Constant Currency		
	2014	2013	2012	2014	2013	2012
Total cruise operating expense	\$ 511,298	\$ 511,905	\$ 456,102	\$ 1,428,004	\$ 1,429,418	\$ 1,239,870
Marketing, general and administrative expense	97,111	96,778	77,606	263,584	262,408	236,923
Gross Cruise Cost	608,409	608,683	533,708	1,691,588	1,691,826	1,476,793
Less:						
Commissions, transportation and other expense	143,194	144,488	140,086	374,716	377,663	347,650
Onboard and other expense	69,389	69,537	61,744	172,780	173,126	153,431
Net Cruise Cost	395,826	394,658	331,878	1,144,092	1,141,037	975,712
Less: Fuel expense	79,881	79,881	77,035	236,753	236,753	225,115
Net Cruise Cost Excluding Fuel	315,945	314,777	254,843	907,339	904,284	750,597
Less:						
Non-cash compensation	7,008	7,008	4,057	14,696	14,696	22,584
Expenses related to Secondary Offerings	—	—	1,400	2,075	2,075	1,400
Merger transaction expenses (1)	20,268	20,268	—	20,268	20,268	—
Other (2)	810	810	1,400	2,943	2,943	3,323
Adjusted Net Cruise Cost Excluding Fuel	\$ 287,859	\$ 286,691	\$ 247,986	\$ 867,357	\$ 864,302	\$ 723,290
Capacity Days	3,143,592	3,143,592	2,779,658	9,113,991	9,113,991	7,700,482
Gross Cruise Cost per Capacity Day	\$ 193.54	\$ 193.63	\$ 192.00	\$ 185.60	\$ 185.63	\$ 191.78
Net Cruise Cost per Capacity Day	\$ 125.92	\$ 125.54	\$ 119.40	\$ 125.53	\$ 125.20	\$ 126.71
Net Cruise Cost Excluding Fuel per Capacity Day	\$ 100.50	\$ 100.13	\$ 91.68	\$ 99.55	\$ 99.22	\$ 97.47
Adjusted Net Cruise Cost Excluding Fuel per Capacity Day	\$ 91.57	\$ 91.20	\$ 89.21	\$ 95.17	\$ 94.83	\$ 93.93

- (1) Included in the three and nine months ended September 30, 2014 are certain fees (legal, accounting and consulting) and integration costs related to the Merger.
- (2) Included in the three months ended September 30, 2013 and 2014 are expenses primarily associated with the tax restructuring. Included in the nine months ended September 30, 2013 and 2014 are expenses primarily associated with the tax restructuring and costs related to the settlement of a 2007 breach of contract claim.

Adjusted Net Income and Adjusted EPS were calculated as follows (in thousands, except share and per share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Net income attributable to Norwegian Cruise Line Holdings Ltd.	\$ 201,078	\$ 170,858	\$ 363,961	\$ 65,622
Net income attributable to non-controlling interest	2,200	2,036	4,288	857
Net income	203,278	172,894	368,249	66,479
Non-cash share-based compensation related to the IPO	—	—	—	18,527
Non-cash compensation	7,008	4,057	14,696	4,566
Taxes related to changes in corporate structure and debt prepayments, net	870	2,441	(5,304)	1,671
Expenses related to Secondary Offerings	—	1,400	2,075	1,400
Expenses related to debt prepayments (1)	—	—	—	160,573
Merger transaction expenses (2)	20,268	—	20,268	—
Other (3)	810	1,400	2,943	2,100
Adjusted Net Income	\$ 232,234	\$ 182,192	\$ 402,927	\$ 255,316
Diluted weighted-average shares outstanding	208,507,181	210,703,244	209,992,647	208,673,608
Diluted earnings per share	\$ 0.97	\$ 0.82	\$ 1.75	\$ 0.32
Adjusted EPS	\$ 1.11	\$ 0.86	\$ 1.92	\$ 1.22

- (1) The nine months ended September 30, 2013 consists of premiums, write-offs of deferred fees and other expenses related to prepayments of debt.
- (2) Included in the three and nine months ended September 30, 2014 are certain fees (legal, accounting and consulting) and integration costs related to the Merger.
- (3) Included in the three and nine months ended September 30, 2014 and the nine months ended September 30, 2013 are expenses primarily associated with the tax restructuring. The nine months ended September 30, 2014 also includes costs related to the settlement of a 2007 breach of contract claim.

EBITDA and Adjusted EBITDA were calculated as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Net income attributable to Norwegian Cruise Line Holdings Ltd.	\$ 201,078	\$ 170,858	\$ 363,961	\$ 65,622
Interest expense, net	32,284	26,627	95,316	257,969
Income tax (benefit) expense	2,502	7,933	(3,761)	11,177
Depreciation and amortization expense	63,786	56,097	188,885	158,699
EBITDA	<u>299,650</u>	<u>261,515</u>	<u>644,401</u>	<u>493,467</u>
Net income attributable to non-controlling interest	2,200	2,036	4,288	857
Other (income) expense	(3,242)	626	(3,305)	(1,168)
Non-cash share-based compensation related to the IPO	—	—	—	18,527
Non-cash compensation	7,008	4,057	14,696	6,782
Expenses related to Secondary Offerings	—	1,400	2,075	1,400
Merger transaction expenses (1)	20,268	—	20,268	—
Other (2)	810	1,400	2,943	3,264
Adjusted EBITDA	<u>\$ 326,694</u>	<u>\$ 271,034</u>	<u>\$ 685,366</u>	<u>\$ 523,129</u>

- (1) Included in the three and nine months ended September 30, 2014 are certain fees (legal, accounting and consulting) and integration costs related to the Merger.
- (2) Included in the three months ended September 30, 2014 and 2013 are expenses primarily associated with the tax restructuring. Included in the nine months ended September 30, 2014 and 2013 are expenses primarily associated with the tax restructuring and costs related to the settlement of a 2007 breach of contract claim.

**Three months ended September 30, 2014 (“2014”) compared to three months ended September 30, 2013 (“2013”)**

**Revenue**

Total revenue increased 13.7% to \$907.0 million in 2014 compared to \$797.9 million in 2013. Net Revenue in 2014 increased 16.5% to \$694.4 million from \$596.1 million in 2013 primarily due to an increase in Capacity Days of 13.1% and a Net Yield increase of 3.0%. The increase in Capacity Days was primarily due to the delivery of Norwegian Getaway in January 2014. The Net Yield improvement was due to higher net ticket and onboard and other revenue. On a Constant Currency basis, Net Yield increased 2.6% in 2014 compared to 2013.

### ***Expense***

Total cruise operating expense increased 12.1% in 2014 compared to 2013 primarily due to the increase in Capacity Days discussed above. Total other operating expense increased 20.3% in 2014 compared to 2013 primarily due to transaction expenses related to the Merger and an increase in depreciation and amortization expense related to the addition of Norwegian Getaway. On a Capacity Day basis, Net Cruise Cost increased 5.5% (5.1% on a Constant Currency basis) primarily due to the transaction expenses related to the Merger and increases in cruise operating expenses partially offset by decreases in fuel expense. The decrease in fuel expense was primarily the result of a 7.8% decrease in the average fuel price to \$641 per metric ton in 2014 from \$695 per metric ton in 2013. Adjusted Net Cruise Cost Excluding Fuel per Capacity Day increased 2.6% (2.2% on a Constant Currency basis) primarily due to an increase in cruise operating expenses due to investments in guest experience enhancement initiatives under the Norwegian NEXT program.

Interest expense, net increased to \$32.3 million in 2014 from \$26.6 million in 2013 primarily due to higher average debt outstanding and higher interest rates.

Income tax benefit (expense) was an expense of \$2.5 million in 2014 compared to an expense of \$7.9 million in 2013 from our U.S. operations.

### **Nine months ended September 30, 2014 (“2014”) compared to nine months ended September 30, 2013 (“2013”)**

### ***Revenue***

Total revenue increased 18.6% to \$2.3 billion in 2014 compared to \$2.0 billion in 2013. Net Revenue in 2014 increased 21.8% to \$1.8 billion from \$1.5 billion in 2013 due to an increase in Capacity Days of 18.4% and a Net Yield increase of 2.9%. The increase in Capacity Days was primarily due to the delivery of Norwegian Breakaway in April 2013 and Norwegian Getaway in January 2014. The Net Yield improvement was due to higher net ticket and onboard and other revenue. On a Constant Currency basis, Net Yield increased 2.7% in 2014 compared to 2013.

### ***Expense***

Total cruise operating expense increased 15.2% in 2014 compared to 2013 primarily due to the increase in Capacity Days as discussed above. Total other operating expense increased 14.4% in 2014 compared to 2013 primarily due to an increase in depreciation and amortization expense related to the addition of Norwegian Breakaway and Norwegian Getaway, transaction expenses related to the Merger and certain inaugural and launch-related costs for Norwegian Getaway. On a Capacity Day basis, Net Cruise Cost was unchanged due to decreases in fuel expense and general and administrative expenses primarily offset by transaction expenses related to the Merger. The decrease in fuel expense was primarily the result of a 7.2% decrease in the average fuel price to \$636 per metric ton in 2014 from \$685 per metric ton in 2013. The decrease in general and administrative expense was primarily due to non-cash expenses included in 2013 which related to share-based compensation recognized upon the realization of the IPO. Adjusted Net Cruise Cost Excluding Fuel per Capacity Day remained relatively unchanged on an as reported and Constant Currency basis.

Interest expense, net decreased to \$95.3 million in 2014 from \$258.0 million in 2013 primarily due to lower interest rates resulting from the benefits from the redemption of higher rate debt and refinancing transactions partially offset by an increase in average debt outstanding. In addition, 2013 included \$160.6 million of expenses associated with debt prepayments partially offset by lower interest rates.

In 2014 we had an income tax benefit of \$3.8 million compared to an expense of \$11.2 million in the prior year. The income tax benefit in 2014 primarily related to a change in our corporate entity structure which was completed in 2013. For the year ended December 31, 2013, the tax provision reflected an interest expense deduction based on a method supported by the information available at such time. During the first quarter of 2014, we received additional information which allowed us to elect another acceptable tax method, resulting in a tax benefit of \$11.1 million which includes a \$5.3 million non-recurring benefit which has been excluded from Adjusted Net Income and Adjusted EPS for the nine months ended September 30, 2014. Income tax expense, net for the nine months ended September 30, 2013 was \$11.2 million which consists of a one-time expense of \$4.2 million due to a change in U.S. tax status from a partnership to a corporation in connection with the IPO, a benefit of \$2.6 million in connection with our prepayments of debt, and a \$9.6 million expense from our U.S. operations.

### **Liquidity and Capital Resources**

#### ***General***

As of September 30, 2014, our liquidity was \$651.9 million consisting of \$55.9 million in cash and cash equivalents and \$596.0 million available under our Revolving Loan Facility. Our primary ongoing liquidity requirements are to finance working capital, capital expenditures and debt service.

As of September 30, 2014, we had a working capital deficit of \$1,112.4 million. This deficit included \$504.1 million of advance ticket sales, which represents the passenger ticket revenue we collect in advance of sailing dates; accordingly, they are substantially more like deferred revenue balances rather than actual current cash liabilities. Our business model, along with our Revolving Loan Facility, allows us to operate with a working capital deficit and still meet our operating, investing and financing needs.

**Sources and Uses of Cash**

*In this section, references to “2014” refer to the nine months ended September 30, 2014 and references to “2013” refer to the nine months ended September 30, 2013.*

Net cash provided by operating activities was \$700.7 million in 2014 as compared to \$398.3 million in 2013. The change in net cash provided by operating activities reflects net income in 2014 of \$368.2 million compared to net income in 2013 of \$66.5 million, as well as timing differences in cash receipts and payments relating to operating assets and liabilities. The net income in 2013 included fees of \$124.2 million related to prepayment of debt.

Net cash used in investing activities was \$864.8 million in 2014, primarily related to payments for delivery of Norwegian Getaway, as well as payments related to our Breakaway Plus Class Ships and other ship improvements and shoreside projects. Net cash used in investing activities was \$835.8 million in 2013, primarily related to the payments for construction and delivery of Norwegian Breakaway and construction of Norwegian Getaway and other ship improvements and shoreside projects.

Net cash provided by financing activities was \$163.5 million in 2014, primarily due to proceeds from the Breakaway Two Credit Facility and credit facilities related to our Breakaway Plus Class Ships partially offset by repayments of our revolving credit facility and other borrowings. Net cash provided by financing activities was \$448.9 million in 2013 primarily due to proceeds from the issuance of our \$300.0 million 5% senior notes due 2018 as well as borrowings under certain of our credit facilities. Also included are the proceeds from the issuance of ordinary shares partially offset by repayments of our \$450.0 million 11.75% senior secured notes due 2016 and revolving credit facilities. Additionally, we made a payment related to the Norwegian Sky purchase agreement.

**Future Capital Commitments**

Future capital commitments consist of contracted commitments, including future expected capital expenditures for business enhancements and ship construction contracts. As of September 30, 2014 anticipated capital expenditures together with amounts for ship construction and related export credit financing were as follows (in thousands, based on the euro/U.S. dollar exchange rate as of September 30, 2014):

	Remaining	Full Year		
	Quarters	2014	2015	2016
	2014	2014	2015	2016
Ship construction	\$ 63,889	\$ 847,785	\$ 924,203	\$ 253,517
Ship financing	(42,341)	(737,119)	(712,770)	(139,495)
Ship construction net of financing	\$ 21,548	\$ 110,666	\$ 211,433	\$ 114,022
Business Enhancement Capital Expenditures including ROI Capital Expenditures (1) (2)(3)	\$ 35,000	\$ 98,000	\$ 83,000	\$ 90,000
Incremental ROI Capital Expenditures for exhaust gas scrubbers	\$ 14,000	\$ 27,000	\$ 27,000	\$ 10,000

(1) Remaining Quarters and Full Year 2014 includes \$23 million and \$49 million in ROI Capital Expenditures, respectively.

(2) Remaining Quarters and Full Year 2014, 2015 and 2016 exclude amounts for exhaust gas scrubbers.

(3) Remaining Quarters and Full Year 2014 and 2015 include investment for development of our future cruise destination in Belize.

We have orders with Meyer Werft for four Breakaway Plus Class Ships for delivery in the fall of 2015, spring of 2017, spring of 2018 and fall of 2019. These ships will be the largest in our fleet, reaching approximately 164,600 Gross Tons and up to 4,200 Berths each and will be similar in design and innovation to our Breakaway Class Ships. The combined contract cost of these four ships is approximately €3.0 billion, or \$3.8 billion based on the euro/U.S. dollar exchange rate as of September 30, 2014. We have export credit financing in place that provides financing for 80% of their contract prices.

In connection with the contracts to build these ships, we do not anticipate any contractual breaches or cancellation to occur. However, if any would occur, it could result in, among other things, the forfeiture of prior deposits or payments made by us, subject to certain refund guarantees, and potential claims and impairment losses which may materially impact our business, financial condition and results of operations.

Capitalized interest for the three and nine months ended September 30, 2014 was \$5.5 million and \$14.7 million, respectively, primarily associated with the construction of the Breakaway Plus Class Ships. Capitalized interest for the three and nine months ended September 30, 2013 was \$5.9 million and \$19.0 million, respectively, primarily associated with the construction of Norwegian Breakaway and Norwegian Getaway.

**Off-Balance Sheet Transactions**

None.

**Contractual Obligations**

As of September 30, 2014, our contractual obligations, with initial or remaining terms in excess of one year, including interest payments on long-term debt obligations, were as follows (in thousands):

	<u>Total</u>	<u>Less than 1 year</u>	<u>1-3 years</u>	<u>3-5 years</u>	<u>More than 5 years</u>
Long-term debt (1)	\$ 3,463,911	\$ 381,565	\$ 767,964	\$ 1,206,807	\$ 1,107,575
Due to Affiliate (2)	73,906	36,928	36,978	—	—
Operating leases (3)	39,865	6,710	12,826	10,300	10,029
Ship construction contracts (4)	3,713,384	158,780	1,752,902	991,933	809,769
Port facilities (5)	252,894	32,701	68,823	55,810	95,560
Interest (6)	483,931	96,364	170,227	98,659	118,681
Other (7)	89,815	49,136	30,057	7,599	3,023
Total	<u>\$ 8,117,706</u>	<u>\$ 762,184</u>	<u>\$ 2,839,777</u>	<u>\$ 2,371,108</u>	<u>\$ 2,144,637</u>

- (1) Net of unamortized original issue discount of \$1.2 million. Also includes capital leases.
- (2) Primarily related to the purchase of Norwegian Sky.
- (3) Primarily for offices, motor vehicles and office equipment.
- (4) For four Breakaway Plus Class Ships based on the euro/U.S. dollar exchange rate as of September 30, 2014. Export credit financing is in place from a syndicate of banks.
- (5) Primarily for our usage of certain port facilities.
- (6) Includes fixed and variable rates with LIBOR held constant as of September 30, 2014.
- (7) Future commitments for service and maintenance contracts.

**Other**

Certain of our service providers may require collateral in the normal course of our business. The amount of collateral may change based on certain terms and conditions.

As a routine part of our business, depending on market conditions, exchange rates, pricing and our strategy for growth, we regularly consider opportunities to enter into contracts for the building of additional ships. We may also consider the sale of ships, potential acquisitions and strategic alliances. If any of these were to occur, they may be financed through the incurrence of additional permitted indebtedness, through cash flows from operations, or through the issuance of debt, equity or equity-related securities.

**Funding Sources**

Our debt agreements contain covenants that, among other things, require us to maintain a minimum level of liquidity, as well as limit our net funded debt-to-capital ratio, maintain certain other ratios and restrict our ability to pay dividends. Our ships and substantially all other property and equipment are pledged as collateral for our debt. We believe we were in compliance with these covenants as of September 30, 2014.

We believe our cash on hand, expected future operating cash inflows, additional available borrowings under our existing credit facility and our ability to issue debt securities or raise additional equity, will be sufficient to fund operations, debt payment requirements, capital expenditures and maintain compliance with covenants under our debt agreements over the next twelve-month period. There is no assurance that cash flows from operations and additional financings will be available in the future to fund our future obligations.

### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

#### **General**

We are exposed to market risk attributable to changes in interest rates, foreign currency exchange rates and fuel prices. We attempt to minimize these risks through a combination of our normal operating and financing activities and through the use of derivatives. The financial impacts of these derivative instruments are primarily offset by corresponding changes in the underlying exposures being hedged. We achieve this by closely matching the amount, term and conditions of the derivatives with the underlying risk being hedged. We do not hold or issue derivatives for trading or other speculative purposes. Derivative positions are monitored using techniques including market valuations and sensitivity analyses.

#### ***Interest Rate Risk***

From time to time, we consider entering into interest rate swap agreements to mitigate our exposure to interest rate movements and to manage our interest expense. As of September 30, 2014, 52% of our debt was fixed and 48% was variable which includes the effects of the interest rate swap. The notional amount of outstanding debt associated with the interest rate swap agreements as of September 30, 2014 was \$627.5 million. Based on our September 30, 2014 outstanding variable rate debt balance, a one percentage point increase in annual LIBOR interest rates would increase our annual interest expense by approximately \$16.6 million excluding the effects of capitalization of interest.

#### ***Foreign Currency Exchange Rate Risk***

We use foreign currency derivatives to hedge the exposure to volatility in foreign currency exchange rates related to our ship construction contracts denominated in euros. As of September 30, 2014, we had a foreign currency forward contract to hedge the foreign currency exchange rate risk on a portion of the final payments on a ship construction contract. The notional amount of our foreign currency forward contract was €289.0 million, or \$365.0 million based on the euro/U.S. dollar exchange rate as of September 30, 2014. The remaining payments not hedged aggregate €2,650.9 million, \$3,348.3 million based on the euro/U.S. dollar value of the foreign currency denominated remaining payments. We estimate that a 10% change in the euro as of September 30, 2014 would result in a \$334.8 million change in the U.S. dollar value of the foreign currency denominated remaining payments.

#### ***Fuel Price Risk***

Our exposure to market risk for changes in fuel prices relates to the forecasted purchases of fuel on our ships. Fuel expense, as a percentage of our total cruise operating expense, was 15.6% and 16.9% for the three months ended September 30, 2014 and 2013 and 16.6% and 18.2% for the nine months ended September 30, 2014 and 2013, respectively. From time to time, we use fuel derivative agreements to mitigate the financial impact of fluctuations in fuel prices. As of September 30, 2014, we had hedged approximately 91%, 59%, 50% and 10% of its remaining 2014, 2015, 2016 and 2017 projected metric tons of fuel purchases, respectively. We estimate that a 10% increase in our weighted-average fuel price would increase our anticipated 2014 fuel expense by \$7.2 million. This increase would be partially offset by an increase in the fair value of our fuel swap agreements and fuel collars and options of \$5.2 million. Fair value of our derivative contracts is derived using valuation models that utilize the income valuation approach. These valuation models take into account the contract terms such as maturity, as well as other inputs such as fuel types, fuel curves, creditworthiness of the counterparty and the Company, as well as other data points.

### **Item 4. Controls and Procedures**

#### **Evaluation of Disclosure Controls and Procedures**

Our management has evaluated, with the participation of our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures as of September 30, 2014. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon our management's evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2014 to provide reasonable assurance that the information required to be disclosed by us in the reports we file or submit under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the Securities and Exchange Commission, and that it is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

**Changes in Internal Control Over Financial Reporting**

There have been no changes in our internal control over financial reporting during the quarter ended September 30, 2014 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Limitations on the Effectiveness of Controls**

It should be noted that any system of controls, however well designed and operated, can provide only reasonable, and not absolute, assurance that the objectives of the system will be met. In addition, the design of any control system is based in part upon certain assumptions about the likelihood of future events. Because of these and other inherent limitations of control systems, there is only the reasonable assurance that our controls will succeed in achieving their goals under all potential future conditions.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

In July 2009, a class action complaint was filed against NCL (Bahamas) Ltd. in the United States District Court, Southern District of Florida, on behalf of a purported class of crew members alleging inappropriate deductions of their wages pursuant to the Seaman's Wage Act and wrongful termination resulting in a loss of retirement benefits. In December 2010, the Court denied the plaintiffs' Motion for Class Certification. In February 2011, the plaintiffs filed a Motion for Reconsideration as to the Court's Order on Class Certification which was denied. The Court tried six individual plaintiffs' claims, and in September 2012 awarded wages aggregating approximately \$100,000 to such plaintiffs. In October 2013, the United States Court of Appeals for the Eleventh Circuit affirmed the Court's rulings as to the denial of Class Certification and the trial verdict. The Plaintiffs filed a petition for a writ of certiorari in the United States Supreme Court seeking review of the appellate court's decision which was denied in March 2014. We are vigorously defending this action and are not able at this time to estimate the impact of these proceedings.

In May 2011, a class action complaint was filed against NCL (Bahamas) Ltd. in the United States District Court, Southern District of Florida, on behalf of a purported class of crew members alleging inappropriate deductions of their wages pursuant to the Seaman's Wage Act and breach of contract. In July 2012, this action was stayed by the Court pending the outcome of the litigation commenced with the class action complaint filed in July 2009. We are vigorously defending this action and are not able at this time to estimate the impact of these proceedings.

In the normal course of our business, various other claims and lawsuits have been filed or are pending against us. Most of these claims and lawsuits are covered by insurance and, accordingly, the maximum amount of our liability is typically limited to our deductible amount. Nonetheless, the ultimate outcome of these claims and lawsuits that are not covered by insurance cannot be determined at this time. We have evaluated our overall exposure with respect to all of our threatened and pending litigation and, to the extent required, we have accrued amounts for all estimable probable losses associated with our deemed exposure. We are currently unable to estimate any other reasonably possible contingent losses beyond those accrued, as discovery is not complete nor is adequate information available to estimate such range of loss or potential recovery. We intend to vigorously defend our legal position on all claims and, to the extent necessary, seek recovery.

### Item 1A. Risk Factors

We refer you to our 2013 Annual Report on Form 10-K for a discussion of the risk factors that affect our business and financial results. We wish to caution the reader that the risk factors discussed in "Item 1A. Risk Factors" in our 2013 Annual Report on Form 10-K, and those described elsewhere in this report or other Securities and Exchange Commission filings, could cause future results to differ materially from those stated in any forward-looking statements.

#### **Significant costs have been incurred in connection with the consummation of the Merger and are expected to be incurred in connection with the integration of Prestige into our business, including legal, accounting, financial advisory and other costs.**

We expect to incur significant costs in connection with integrating the operations, products and personnel of Prestige into our business, in addition to costs related directly to completing the Merger. These costs may include costs for:

- employee retention, redeployment, relocation or severance;
- integration of information systems;
- combination of corporate and administrative functions and marketing teams and processes; and
- maintenance and management of the combined company's fleet.

In addition, we expect to incur a number of non-recurring costs associated with combining our operations with those of Prestige, which cannot be estimated accurately at this time. Although we expect that the elimination of duplicative costs, as well as the realization of other efficiencies related to the integration of our operations with those of Prestige, may offset incremental transaction and transaction-related costs over time, this net benefit may not be achieved in the near term, or at all. In addition, we expect to incur or assume new indebtedness in connection with the Merger. The debt we incur or assume in connection with the Merger may limit our financial and operating flexibility, and we may incur additional debt, which could increase the risks associated with our substantial indebtedness. Our substantial indebtedness has had, and will continue to have, material consequences for our business, financial condition and results of operations.

**We may not realize the anticipated benefits of the Merger.**

The Merger involves the integration of two companies that have previously operated independently. The integration of our operations with those of Prestige is expected to result in financial and operational benefits, including increased revenues and cost savings. There can be no assurance, however, regarding when or the extent to which we will be able to realize these increased revenues, cost savings or other benefits. Integration may also be difficult, unpredictable, and subject to delay because of possible company culture conflicts and different opinions on technical decisions and product roadmaps. We must integrate or, in some cases, replace, numerous systems, including those involving management information, purchasing, accounting and finance, sales, billing, employee benefits, payroll and regulatory compliance, many of which may be dissimilar. Difficulties associated with integration could have a material adverse effect on our business, financial condition and results of operations.

**In connection with the Merger, we will assume certain potential liabilities relating to Prestige's business.**

In connection with the Merger, we will have assumed certain potential liabilities relating to Prestige's business. To the extent we have not identified such liabilities or to the extent the indemnifications obtained from the other parties to the Merger Agreement are insufficient to cover known liabilities, these liabilities could have a material adverse effect on our business, financial condition and results of operations.

**Integrating Prestige's business into our business may divert our management's attention away from operations.**

Successful integration of Prestige's operations, products and personnel may place a significant burden on our management and other internal resources. The diversion of management's attention, and any difficulties encountered in the transition and integration process, could harm our business, financial condition and results of operations.

**As a result of the Merger, we may not be able to retain key personnel or recruit additional qualified personnel, which could materially adversely affect our business, financial condition and results of operations and require us to incur substantial additional costs to recruit replacement personnel.**

As a result of the Merger, our current and prospective employees could experience uncertainty about their future roles. This uncertainty may adversely affect our ability to attract and retain high-quality employees. Any failure to attract and retain key personnel could have a material adverse effect on our business, financial condition and results of operations.

**General guest uncertainty related to the Merger could harm us.**

Our guests may, in response to the announcement of the consummation of the Merger, delay or defer booking decisions. If our customers delay or defer booking decisions, our revenues could materially decline or any anticipated increases in revenue could be lower than expected.

**The adverse impact of general economic and related factors such as fluctuating or increasing levels of unemployment, underemployment and fuel prices, declines in the securities and real estate markets, and perceptions of these conditions can decrease the level of disposable income of consumers or consumer confidence. The demand for cruises is affected by international, national and local economic conditions.**

The demand for cruises is affected by international, national and local economic conditions. Adverse changes in the perceived or actual economic climate in North America or globally, such as higher fuel prices, higher interest rates, stock and real estate market declines and/or volatility, more restrictive credit markets, higher unemployment or underemployment rates, higher taxes, and changes in governmental policies could reduce the level of discretionary income or consumer confidence in the countries from which we source our guests. Consequently, this may negatively affect demand for cruise vacations in these countries, which are a discretionary purchase. Decreases in demand for cruise vacations could result in price discounting which, in turn, could reduce the profitability of our business. In addition, these conditions could also impact our suppliers, which could result in disruptions in our suppliers' services and financial losses for us.

**Conducting business internationally may result in increased costs and risks.**

We operate our business internationally and plan to continue to develop our international presence. Operating internationally exposes us to a number of risks, including political risks, risks of increases in duties and taxes, risks relating to anti-bribery laws, as well as risks that laws and policies affecting cruising, vacation or maritime businesses, or governing the operations of foreign-based companies may change. Because some of our expenses are incurred in foreign currencies, we are exposed to exchange rate risks. We have historically and may in the future enter into ship construction contracts denominated in euros. While we have entered into foreign currency swaps and collar options to manage a portion of the currency risk associated with such contracts, we are exposed to fluctuations in the euro exchange rate for the portions of the ship construction contracts that

have not been hedged. Additionally, if the shipyard is unable to perform under the related ship construction contract, any foreign currency hedges that were entered into to manage the currency risk would need to be terminated. Additional risks include interest rate movements, imposition of trade barriers, restrictions on repatriation of earnings, withholding and other taxes on remittances and other payments by subsidiaries, and changes in and application of foreign taxation structures, including value added taxes. If we are unable to address these risks adequately, our business, financial condition and results of operations could be materially and adversely affected. Operating internationally also exposes us to numerous and sometimes conflicting legal and regulatory requirements. In many parts of the world, including countries in which we operate, practices in the local business communities might not conform to international business standards. We have implemented safeguards and policies to prevent violations of various anti-corruption laws that prohibit improper payments or offers of payments to foreign governments and their officials for the purpose of obtaining or retaining business by our employees and agents. However, our existing safeguards and policies and any future improvements may prove to be less than effective and our employees or agents may engage in conduct prohibited by our policies, but for which we nevertheless may be held responsible. If our employees or agents violate our policies, we fail to maintain adequate record-keeping and internal accounting practices to accurately record our transactions or if we fail to implement or maintain other adequate safeguards, we may be subject to regulatory sanctions, or severe criminal or civil sanctions and penalties.

**Changes in fuel prices and/or other cruise operating costs would increase the cost of our cruise ship operations.**

Fuel expense, as a percentage of total cruise operating expense, was 15.6% and 16.9% for the three months ended September 30, 2014 and 2013 and 16.6% and 18.2% for the nine months ended September 30, 2014 and 2013, respectively. Future increases in the cost of fuel globally would increase the cost of our cruise ship operations. In addition, we could experience increases in other cruise operating costs, due to market forces and economic or political instability beyond our control. Despite any fuel hedges we are currently a party to, may become a party to as a result of the Merger or may enter into in the future, increases in fuel prices or other cruise operating costs could have a material adverse effect on our business, financial condition and results of operations if we are unable to recover these increased costs through price increases charged to our guests. Conversely, significant declines in fuel prices would result in margin calls under certain fuel hedges to which we are a party or to which we may become a party as a result of the Merger, which could create a short-term liquidity risk. While we anticipate that the costs of any such margin calls would be recouped over time as a result of lower fuel costs, any such margin calls may affect our ability to comply with the covenants under certain agreements governing our indebtedness.

**Our efforts to expand our business into new markets may not be successful.**

We believe there remains significant opportunity to expand our passenger sourcing into major markets such as Europe and Australia, as well as into emerging markets in the Asia Pacific region and may undertake such expansion efforts at any time in the future. Expansion into new markets requires significant levels of investment. There can be no assurance that these markets will develop as anticipated or that we will have success in these markets, and if we do not, we may be unable to recover our investment spent to expand our business into these markets, which could adversely impact our business, financial condition and results of operations.

**The impact of volatility and disruptions in the global credit and financial markets may adversely affect our ability to borrow and could increase our counterparty credit risks, including those under our credit facilities, derivatives, contingent obligations, insurance contracts and new ship progress payment guarantees.**

There can be no assurance that we will be able to borrow additional money on terms as favorable as our current debt, on commercially acceptable terms, or at all. Economic downturns, including failures of financial institutions and any related liquidity crisis, can disrupt the capital and credit markets. Such disruptions could cause counterparties under our credit facilities, derivatives, contingent obligations, insurance contracts and new ship progress payment guarantees to be unable to perform their obligations or to breach their obligations to us under our contracts with them, which could include failures of financial institutions to fund required borrowings under our loan agreements and to pay us amounts that may become due under our derivative contracts and other agreements. Also, we may be limited in obtaining funds to pay amounts due to our counterparties under our derivative contracts and to pay amounts that may become due under other agreements. If we were to elect to replace any counterparty for their failure to perform their obligations under such instruments, we would likely incur significant costs to replace the counterparty. Any failure to replace any counterparties under these circumstances may result in additional costs to us or an ineffective instrument.

**Terrorist acts, acts of piracy, armed conflict and threats thereof, and other international events impacting the security of travel could adversely affect the demand for cruises.**

Past acts of terrorism and piracy have had an adverse effect on tourism, travel and the availability of air service and other forms of transportation. The threat or possibility of future terrorist acts, an outbreak of hostilities or armed conflict abroad or the possibility thereof, an increase in the activity of pirates operating off the western coast of Africa or elsewhere, political unrest and instability, the issuance of travel advisories by national governments, and other geo-political uncertainties have had in the past and may again in the future have an adverse impact on the demand for cruises, and consequently, the pricing for cruises. Decreases in demand and reduced pricing in response to such decreased demand would adversely affect our business by reducing our profitability.

**We rely on external distribution channels for passenger bookings, and major changes in the availability of external distribution channels could undermine our customer base.**

The majority of our guests book their cruises through independent travel agents, wholesalers and tour operators. In the event that these distribution channels are adversely impacted by the worldwide economic downturn, or other reason, this could reduce the distribution channels available for us to market and sell our cruises and we could be forced to increase the use of alternative distribution channels we are not accustomed to. If this were to occur, it could have an adverse impact on our financial condition and results of operations. Additionally, independent travel agents, wholesalers and tour operators generally sell and market our cruises on a non-exclusive basis. Although we offer commissions and other incentives to them for booking our cruises, there can be no guarantee that our competitors will not offer higher commissions and incentives in the future. Travel agents may face increasing pressure from our competitors, particularly in the North American market, to sell and market our competitors' cruises exclusively. If such exclusive arrangements were introduced, there can be no assurances

that we will be able to find alternative distribution channels to ensure that our customer base would not be affected.

**We rely on third parties to provide hotel management services for certain of our ships in connection with the Merger and certain other services, and we are exposed to risks facing such providers. In certain circumstances, we may not be able to replace such third parties or we may be forced to replace them at an increased cost to us.**

We rely on external third parties to provide hotel management services for certain of our ships in connection with the Merger and certain other services that are vital to our business. If these service providers suffer financial hardship or are otherwise unable to continue providing such services, we cannot guarantee that we will be able to replace such service providers in a timely manner, which may cause an interruption in our operations. To the extent that we are able to replace such service providers, we may be forced to pay an increased cost for equivalent services. Both the interruption of operations and the replacement of the third-party service providers at an increased cost could adversely impact our financial condition and results of operations.

**Delays in our shipbuilding program and ship repairs, maintenance and refurbishments could adversely affect our results of operations and financial condition.**

The new construction, refurbishment, repair and maintenance of our cruise ships are complex processes and involve risks similar to those encountered in other large and sophisticated equipment construction, refurbishment and repair projects. Our ships are subject to the risk of mechanical failure or accident, which we have occasionally experienced and have had to repair. If there is a mechanical failure or accident in the future, we may be unable to procure spare parts when needed or make repairs without incurring material expense or suspension of service, especially if a problem affects certain specialized maritime equipment, such as the radar, a pod propulsion unit, the electrical/power management system, the steering gear or the gyro system. In addition, availability, work stoppages, insolvency or financial problems in the shipyards' construction, refurbishment or repair of our ships, or other "force majeure" events that are beyond our control and the control of shipyards or subcontractors, could also delay or prevent the newbuild delivery, refurbishment, repair and maintenance of our ships. Any termination or breach of contract following such an event may result in, among other things, the forfeiture of prior deposits or payments made by us, potential claims and impairment of losses. A significant delay in the delivery of a new ship, or a significant performance deficiency or mechanical failure of a new ship could also have an adverse effect on our business. The consolidation of the control of certain European cruise shipyards could result in higher prices for refurbishment and repairs due to reduced competition. Also, the lack of qualified shipyard repair facilities could result in the inability to repair and maintain our ships on a timely basis. These potential events and the associated losses, to the extent that they are not adequately covered by contractual remedies or insurance, could adversely affect our results of operations and financial condition.

**Our revenues are seasonal, owing to variations in passenger fare rates and occupancy levels at different times of the year. We may not be able to generate revenues that are sufficient to cover our expenses during certain periods of the year.**

The demand for our cruises is seasonal, with greatest demand for cruises generally occurring during the summer months. This seasonality in demand has resulted in fluctuations in our revenues and results of operations. The seasonality of our results is increased due to ships being taken out of service for Dry-docks, which we typically schedule during off-peak demand periods for such ships. Accordingly, seasonality in demand and Dry-dock periods could adversely affect our ability to generate sufficient revenues to cover the expenses we incur during certain

**Adverse incidents involving cruise ships and our ability to obtain adequate insurance coverage may adversely affect our business, financial condition and results of operations.**

The operation of cruise ships carries an inherent risk of loss caused by adverse weather conditions, maritime disaster, including, but not limited to, oil spills and other environmental mishaps, fire, mechanical failure, collisions, human error, war, terrorism, piracy, political action, civil unrest and insurrection in various countries and other circumstances or events. Any such event may result in loss of life or property, loss of revenue or increased costs. The operation of cruise ships also involves the risk of other incidents at sea or while in port, including missing guests, inappropriate crew or passenger behavior and onboard crimes, which may bring into question passenger safety, may adversely affect future industry performance and may lead to litigation against us. Although we place passenger safety as the highest priority in the design and operation of our fleet, we have experienced accidents and other incidents involving our cruise ships and there can be no assurance that similar events will not occur in the future. It is possible that we could be forced to cancel a cruise or a series of cruises due to these factors or incur increased port-related and other costs resulting from such adverse events. Any such event involving our cruise ships or other passenger cruise ships may adversely affect guests' perceptions of safety or result in increased governmental or other regulatory oversight. An adverse judgment or settlement in respect of any of the ongoing claims against us may also lead to negative publicity about us. Anything that damages our reputation (whether or not justified), including adverse publicity about passenger safety, could have an adverse impact on demand, which could lead to price discounting and a reduction in our sales and could adversely affect our business, financial condition and results of operations. If there is a significant accident, mechanical failure or similar problem involving a ship, we may have to place a ship in an extended Dry-dock period for repairs. This could result in material lost revenue and/or expenditures.

There can be no assurance that all risks are fully insured against or that any particular claim will be fully paid. Such losses, to the extent they are not adequately covered by contractual remedies or insurance, could affect our financial results. In addition, we have been and continue to be subject to calls, or premiums, in amounts based not only on our own claim records, but also the claim records of all other members of the protection and indemnity associations through which we receive indemnity coverage for tort liability. Our payment of these calls and increased premiums could result in significant expenses to us. If we were to sustain significant losses in the future, our ability to obtain insurance coverage or coverage at commercially reasonable rates could be materially adversely affected. Moreover, irrespective of the occurrence of such events, there can still be no assurance that we will be able to obtain adequate insurance coverage at commercially reasonable rates or at all.

**Breaches in data security or other disturbances to our information technology and other networks could impair our operations and have a material adverse impact on our business, financial condition and results of operations.**

The integrity and reliability of our information technology systems and other networks are crucial to our business operations. Disruptions to these networks could impair our operations and have an adverse impact on our financial results and negatively affect our reputation and customer demand. In addition, certain networks are dependent on third-party technologies, systems and service providers for which there is no certainty of uninterrupted availability. Among other things, actual or threatened natural disasters (e.g., hurricanes, earthquakes, tornadoes, fires, floods) or similar events, information systems failures, computer viruses, denial of service attacks, and other cyber-attacks may cause disruptions to our information technology, telecommunications, and other networks. While we have and continue to invest in business continuity, disaster recovery and data restoration plans, we cannot completely insulate ourselves from disruptions that could result in adverse effects on our operations and financial results. We carry limited business interruption insurance for certain of our shoreside operations, subject to limitations, exclusions and deductibles. We have also made significant investments in our information technology systems to optimize booking procedures, enhance the marketing power of our websites and control costs. Any unauthorized use of our information systems to gain access to sensitive information, corrupt data or create general disturbances in our operations systems could impair our ability to conduct business and damage our reputation. If our security measures were breached, we could be exposed to cyber-related risks and malware and access to credit cards and other sensitive data could be at risk. In the event of a data security breach of our systems and/or third-party systems, we may incur costs associated with the following: breach response, notification, forensics, regulatory investigations, public relations, consultants, credit identity monitoring, credit freezes, fraud alert, credit identity restoration, credit card cancellation, credit card reissuance or replacement, regulatory fines and penalties, vendor fines and penalties, legal fees and damages. Denial of service attacks may result in costs associated with, among other things, the following: response, forensics, public relations, consultants, data restoration, legal fees and settlement. In addition, data security breaches or denial of service attacks may cause business interruption, information technology disruption, disruptions as a result of regulatory investigation, digital asset loss related to corrupted or destroyed data, damage to our reputation, damages to intangible property, and other intangible damages, such as loss of consumer confidence, all of which could impair our operations and have an adverse impact on our financial results. While we have and continue to invest in data and information technology security initiatives, we cannot completely insulate ourselves from the risks of data security breaches and denial of service attacks that could result in adverse effects on our operations and financial results. We carry privacy liability and network security insurance to partially cover us in the event of an attack.

**A failure to keep pace with developments in technology could impair our operations or competitive position.**

Our business continues to demand the use of sophisticated systems and technology. These systems and technologies must be refined, updated and replaced with more advanced systems on a regular basis in order for us to meet our customers' demands and expectations. If we are unable to do so on a timely basis or within reasonable cost parameters, or if we are unable to appropriately and timely train our employees to operate any of these new systems, our business could suffer. We also may not achieve the benefits that we anticipate from any new system or technology, such as fuel abatement technologies, and a failure to do so could result in higher than anticipated costs or could impair our operating results.

**Amendments to the collective bargaining agreements for crewmembers of our fleet and other employee relation issues may materially adversely affect our financial results.**

Currently, we are a party to six collective bargaining agreements. Three of these agreements are in effect through 2014 and negotiations are underway for three new collective bargaining agreements valid from 2015 through 2017. Of the three remaining agreements, two are scheduled to expire in 2018 and one is scheduled to expire in 2020. Upon appropriate notice, these agreements may be reopened at certain 3-yearly intervals, and we received notice from one of the parties to reopen wage/benefit negotiations in 2015. These negotiations will commence in late 2014 with a completion date set for April 1, 2015. Any future amendments to such collective bargaining agreements or inability to satisfactorily renegotiate such agreements may increase our labor costs and have a negative impact on our financial condition. In addition, although our collective bargaining agreements have a no-strike provision, they may not prevent a disruption in work on our ships in the future. Any such disruptions in work could have a material adverse effect on our financial results.

**Unavailability of ports of call may materially adversely affect our business, financial condition and results of operations.**

We believe that attractive port destinations are a major reason why guests choose to go on a particular cruise or on a cruise vacation. The availability of ports, including the specific port facility at which our guests will embark and disembark, is affected by a number of factors, including, but not limited to, existing capacity constraints, security, safety and environmental concerns, adverse weather conditions and natural disasters, financial limitations on port development, political instability, exclusivity arrangements that ports may have with our competitors, local governmental regulations and fees, local community concerns about port development and other adverse impacts on their communities from additional tourists, and sanctions programs implemented by the Office of Foreign Assets Control of the United States Treasury Department or other regulatory bodies. Any limitations on the availability of ports of call or on the availability of shore excursion and other service providers at such ports could adversely affect our business, financial condition and results of operations.

**Litigation, enforcement actions, fines or penalties could adversely impact our financial condition or results of operations and damage our reputation.**

Our business is subject to various U.S. and international laws and regulations that could lead to enforcement actions, fines, civil or criminal penalties or the assertion of litigation claims and damages. In addition, improper conduct by our employees or agents could damage our reputation and/or lead to litigation or legal proceedings that could result in civil or criminal penalties, including substantial monetary fines. In certain circumstances, it may not be economical to defend against such matters, and a legal strategy may not ultimately result in us prevailing in a matter. Such events could lead to an adverse impact on our financial condition or results of operations.

As a result of any ship-related or other incidents, litigation claims, enforcement actions and regulatory actions and investigations, including, but not limited to, those arising from personal injury, loss of life, loss of or damage to personal property, business interruption losses or environmental damage to any affected coastal waters and the surrounding area, may be asserted or brought against various parties including us and/or our cruise brands. The time and attention of our management may also be diverted in defending such claims, actions and investigations. Subject to applicable insurance coverage, we may also incur costs both in defending against any claims, actions and investigations and for any judgments, fines, civil or criminal penalties if such claims, actions or investigations are adversely determined.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

On April 29, 2014, NCLH's Board of Directors authorized, and NCLH announced, a three-year share repurchase program for up to \$500.0 million. The share repurchases during the three months ended September 30, 2014 were made under this share repurchase program. NCLH may make repurchases in the open market, in privately negotiated transactions, in accelerated repurchase programs or in structured share repurchase programs, and any repurchases may be made pursuant to Rule 10b5-1 plans. During the nine months ended September 30, 2014, NCLH repurchased approximately 2.5 million ordinary shares under its share repurchase program for \$82.0 million, which shares are reflected as treasury shares at cost on the consolidated balance sheet as of September 30, 2014.

Share repurchase activity during the three months ended September 30, 2014 was as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of a Publicly Announced Program	Approximate Dollar Value of Shares that May Yet be Purchased Under the Program (in thousands)
July 1, 2014 - July 31, 2014	89,056	\$ 31.95	89,056	\$ 418,000
August 1, 2014 - August 31, 2014	—	\$ —	—	\$ —
September 1, 2014 - September 30, 2014	—	\$ —	—	\$ —
Total for the nine months ended September 30, 2014	2,486,350	\$ 32.98	2,486,350	

**Item 5. Other Information**

None.

**Item 6. Exhibits**

- 2.1 Agreement and Plan of Merger, dated as of September 2, 2014, by and among Prestige Cruises International, Inc., Norwegian Cruise Line Holdings Ltd., Portland Merger Sub, Inc. and Apollo Management, L.P. (incorporated herein by reference to Exhibit 2.1 to Norwegian Cruise Line Holdings Ltd.'s Form 8-K filed on September 4, 2014 (File No. 001-35784)).†
- 10.1\* Addendum No. 2, dated July 8, 2014, to Shipbuilding Contract for Hull identified therein, as amended, by and among Meyer Werft GmbH, Seahawk One, Ltd. and NCL Corporation Ltd.+
- 10.2\* Addendum No. 2, dated July 8, 2014, to Shipbuilding Contract for Hull identified therein, as amended, by and among Meyer Werft GmbH, Seahawk Two, Ltd. and NCL Corporation Ltd.+
- 10.3\* €665.9 million Breakaway Five Credit Agreement, dated July 14, 2014, by and among Seahawk One, Ltd. and various other lenders therein defined and a related guarantee by NCL Corporation Ltd.+
- 10.4\* €665.9 million Breakaway Six Credit Agreement, dated July 14, 2014, by and among Seahawk Two, Ltd. and various other lenders therein defined and a related guarantee by NCL Corporation Ltd.+

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- 10.5\* Second Amendment to the Amended and Restated United States Tax Agreement for NCL Corporation Ltd. (including Annex A-Form Exchange Agreement for NCL Corporation Ltd.), dated September 29, 2014.
- 31.1\* Certification of the President and Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
- 31.2\* Certification of the Executive Vice President and Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934.
- 32.1\*\* Certifications of the President and Chief Executive Officer and the Executive Vice President and Chief Financial Officer pursuant to Rule 13a-14(b) of the Securities Exchange Act of 1934 and Section 1350 of Chapter 63 of Title 18 of the United States Code.
- 101\* The following unaudited financial statements from Norwegian Cruise Line Holdings Ltd.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2014, formatted in Extensible Business Reporting Language (XBRL), as follows:
- (i) the Consolidated Statements of Operations for the three and nine months ended September 30, 2014 and 2013;
  - (ii) the Consolidated Statements of Comprehensive income for the three and nine months ended September 30, 2014 and 2013;
  - (iii) the Consolidated Balance Sheets as of September 30, 2014 and December 31, 2013;
  - (iv) the Consolidated Statements of Cash Flows for the nine months ended September 30, 2014 and 2013;
  - (v) the Consolidated Statements of Changes in Shareholders' Equity for the nine months ended September 30, 2014 and 2013; and
  - (vi) the Notes to Consolidated Financial Statements, tagged in summary and detail.
- \* Filed herewith.
- \*\* Furnished herewith.
- + Confidential treatment has been requested with respect to certain portions of this exhibit. Omitted portions have been filed separately with the SEC.
- † Norwegian hereby undertakes to furnish supplementally a copy of any omitted schedule or exhibit to such agreement to the SEC upon request.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NORWEGIAN CRUISE LINE HOLDINGS LTD.  
(Registrant)

By: /s/ Kevin M. Sheehan  
Name: Kevin M. Sheehan  
Title: President and Chief Executive Officer  
(Principal Executive Officer)

By: /s/ Wendy A. Beck  
Name: Wendy A. Beck  
Title: Executive Vice President and Chief Financial Officer  
(Principal Financial Officer and Principal Accounting Officer)

Dated: October 31, 2014

[\*]: THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

**ADDENDUM NO. 2  
TO THE SHIPBUILDING CONTRACT  
HULL NO. [ \* ]  
DATED 14 JUNE 2013**

between

MEYER WERFT GMBH, a company organised and existing under the laws of Germany, and having its principal office at Industriegebiet Süd, D-26871 Papenburg, Germany (the "Builder"); and

SEAHAWK ONE, LTD., a company incorporated in Bermuda and having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "Buyer"); and

NCL CORPORATION LTD., a company incorporated in Bermuda having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda ("NCLC").

Whereas by a Shipbuilding Contract originally dated 14 June 2013 in relation to Hull No. [\*] – as amended – to which, by novation made on the date of this Addendum No. 2, the Builder, the Buyer and NCLC are parties – (the "Contract"), the Builder has agreed to design, build, complete and sell to the Buyer a passenger cruise ship and the Buyer has agreed to purchase and accept delivery of the same, all in accordance with the terms and conditions of the Contract.

Now, therefore, in consideration of the premises, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Any and every recital, article and provision whatsoever of the Contract is agreed to be deleted in their entirety and replaced by the following new recitals, articles and provisions.

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**SHIPBUILDING CONTRACT**

BETWEEN

**MEYER WERFT GMBH**

AND

**SEAHAWK ONE, LTD.**

AND

**NCL CORPORATION LTD.**

---

IN RELATION TO  
HULL NO. [\*]

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**THIS AMENDED AND RESTATED SHIPBUILDING CONTRACT** (this "**Contract**") is made between:

- (1) **MEYER WERFT GMBH**, a company organised and existing under the laws of Germany, and having its principal office at Industriegebiet Süd, D-26871 Papenburg, Germany (the "**Builder**"); and
- (2) **SEAHAWK ONE, LTD.**, a company incorporated in Bermuda and having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "**Buyer**"); and
- (3) **NCL CORPORATION LTD.**, a company incorporated in Bermuda having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda ("**NCLC**").

**NOW IT IS HEREBY AGREED** as follows:

**ARTICLE 1: SUBJECT MATTER OF CONTRACT**

**1 AGREEMENT TO BUILD, SELL AND PURCHASE**

1.1 On and subject to the provisions of this Contract, the Plans and the Specification:

- (i) the Builder shall:
  - (a) design, engineer, build, launch, equip and outfit the passenger cruise ship more particularly described in this Contract, the Plans and the Specification (the "**Ship**") at the Shipyard, and
  - (b) provide all components, equipment, gear, fittings, machinery, materials, parts, plant, outfit, spares and supplies which are necessary to achieve the objects and purposes described in Clause 1.1(i) (a) (the "**Parts**") other than the specified supplies to be provided by the Buyer (the "**Buyer's Supplies**"),
  - (c) supply all operating and maintenance manuals, drawings, lists, maker's instructions, plans, records, training materials and other construction documents;
  - (d) provide or procure the provision of all specified training of the Buyer, its employees and other representatives; and
  - (e) complete, finish, sell and deliver the Ship to the Buyer at Bremerhaven, but if this is not reasonably possible the Ship may be delivered at Eemshaven or if this is not reasonably possible at any other North European sea port or alternatively at sea close to a North European sea port (the "**Delivery Port**") selected by the Builder and approved by the Buyer (such approval not to be unreasonably withheld or delayed), after successful performance and completion of the tests relating to the Ship; and
- (ii) the Buyer shall purchase and accept delivery of the duly completed Ship at the Delivery Port.

1.2 The Builder, as a first class shipbuilder with a reputation for excellence and with knowledge of the Buyer's performance and quality requirements and standards shall ensure that all building work shall be carried out in a good and workmanlike manner and in accordance with the highest shipbuilding and marine engineering practices and

standards for new passenger cruise ships, and so that (unless specified to the contrary in the Specification) the design, quality, workmanship, Parts, function and performance of systems, and the aesthetic design of the passenger cabins and public areas and other specified areas of the Ship, shall not be lower than the highest of the corresponding standards on the reference ship, as built by the relevant builder and as accepted by the relevant buyer

## 2 DESCRIPTION OF THE SHIP

2.1 The Ship shall be a luxury passenger cruise ship suitable for continuous year-round worldwide cruising, with the following main dimensions and characteristics:

### (i) Dimensions

Length overall about 325.90 metres  
Length between perpendiculars about 300.18 meters  
Breadth moulded about 41.40 metres  
Depth bulkhead deck about 11.60 metres  
Design draft about 8.33 metres

### (ii) Deadweight

The guaranteed deadweight at a design draft of 8.33 metres will be 11,700 metric tons in seawater of 1.025 t/m<sup>3</sup> density (and under the conditions further described in section G.2.3 of the Specification). The deadweight is the difference between the loaded displacement and the contractual lightweight. The contractual lightweight is the weight of the Ship clean, empty, equipped ready for sea in accordance with section G.8.3 of the Specification and adjusted by any weight (and related ballast) added or subtracted by reason of any agreements on modification made at any time under Article 3 of this Contract.

### (iii) Passenger cabins

Penthouse Suite 1: 4  
Penthouse Suite 2: 4  
Courtyard Suite 1: 20  
Courtyard Suite 2: 25  
Courtyard Suite 2 ADA: 2  
Spa Suites: 13  
Spa Suite Deluxe: 1  
Corner Suite: 8  
Junior Suite: 14  
Family Deluxe Suite: 3  
Family Deluxe Suite ADA: 1  
Mini Suite: 284  
Mini Suite Spa: 20  
Mini Suite ADA: 4  
Balcony Cabin: 1,114  
Balcony Cabin Spa: 38  
Balcony Cabin ADA: 16

Ocean View Cabins Transversal: 32  
Ocean View Cabins Longitudinal: 30  
Ocean View Cabins Longitudinal Family: 6  
Ocean View Cabins ADA: 4  
Family Cabin: 38  
Family Cabin ADA: 4  
Inside Cabin: 392  
Inside Cabin ADA: 16  
Inside Studio Cabin: 82

(iv) **Crew cabins**

Captain class cabins: 4  
Senior Officer cabins: 5  
Officer outside cabins: 112  
Officer inside cabins: 2  
Senior Crew, single cabins: 71  
Senior Crew, double cabins: 10  
Crew single cabins: 42  
Crew single shared cabins: 716  
Crew, double cabins A: 147  
Crew, double cabins B: 222  
Crew entertainer cabins: 10

(v) **Life saving equipment**

Total number of persons on board for the purposes of long international voyages: 6,936.

(vi) **Machinery**

Diesel engines	3 x 12V 48/60 CR TIER2, each capable of a maximum continuous rating of 14,400 kW at 514 rpm (or equivalent) 2 x 14V 48/60 CR TIER2, each capable of a maximum continuous rating of 16,800 kW at 514 rpm (or equivalent)
Pod units	2 pod units each developing 19,500 kW at approximately 139 rpm

(vii) **Speed**

The trial speed of the Ship at a mean moulded draft of 8.33 metres shall be at least 22.4 knots under the conditions specified in Section G.2.5 of the Specification.

2.2 The details of the dimensions and characteristics referred to in Clause 2.1 above, as well as the definitions and method of measurements and calculations, are as indicated in the Specification and no changes shall be made to such dimensions and characteristics without the Buyer's prior written approval.

2.3 The hull number of the Ship will be [\*] and that number shall in accordance with Clause 1.1 and 1.2 in Article 4 be placed upon the Ship and the Parts during construction.

3 **SPECIFICATION AND PLANS**

3.1 The Specification and the Plans describe in detail building work standards, the features of the building work and the general scope of the building work but, although the contents of the Specification and the Plans are believed by the Builder and the Buyer to be accurate, all dimensions and other details shall be independently verified and checked by the Builder and, if there are any errors or omissions in the Specification or Plans which may adversely affect the safety, seaworthiness or technical performance of the Ship, the Builder shall correct the same, after first notifying the Buyer in writing and obtaining the Buyer's written approval (which is not to be unreasonably withheld or delayed), without any increase in the Contract Price.

3.2 The Builder shall be solely and directly responsible for all aspects of the design, performance and quality of the building work, and the fact that any calculations, measurements, drawings, plans, test results or any other documents and data relating to the building work shall have been made, prepared or supplied by the Buyer or shown to the Buyer or approved by the Buyer and/or any Regulatory Authority and/or the Classification Society and/or any other specified person(s) or that modifications or alterations shall have been carried out in accordance with the Buyer's requirements shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations and/or liabilities under this Contract.

3.3 All Parts shall be new or (with the Supervisor's prior written approval which shall not be unreasonably withheld or delayed) unused, of high quality, and in strict and full accordance and compliance with this Contract, the Plans and the Specification and shall otherwise be in strict and full accordance and compliance with the Builder's usual high standards and practices of construction for similar passenger ships.

3.4 The Builder shall pay for all Parts promptly on or before delivery of the Ship or in accordance with usual commercial credit terms.

3.5 The Builder shall furnish: spare parts in accordance with the Specification; and maintenance tools of the kind and in at least the quantities required by the Specification, the Classification Society, and the makers' standards, for items furnished by the Builder. The cost of such spares and tools are included in the Contract Price. The Builder at its own cost and risk shall be responsible for the handling, storing and bringing on board the Ship of all spares and tools. Spares and tools furnished by the Builder shall be properly protected against physical decay, corrosion and mechanical damage and shall be properly listed so that replacements may be readily ordered by the Buyer.

4 **CLASSIFICATION**

4.1 The Builder shall design and build the Ship under the supervision and special survey of Det Norske Veritas (the "**Classification Society**"), in accordance with the regulations,

requirements, resolutions and rules of the Classification Society (the "**Class Rules**") that are (i) in force as of the Effective Date and (ii) announced as of the Effective Date as intended at any time thereafter to come into force or to be implemented. On delivery the Ship shall achieve the class notations specified in Section G.3.2 of the Specification free of all conditions, notations, qualifications, recommendations, reservations and restrictions.

- 4.2 The Classification Society's decision as to compliance or non-compliance of the building work with the Class Rules shall be final and binding on the parties but this provision shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations to comply with this Contract, the Plans and the Specification in respect of requirements that exceed the Class Rules.
- 4.3 The Builder shall also design and build the Ship under the supervision and in accordance with the regulations, requirements, resolutions and rules of the Regulatory Authorities (the "**Regulatory Rules**") as well as all other specified regulations, requirements, resolutions and rules that, are (i) in force as of the Effective Date and (ii) announced as of the Effective Date as intended at any time thereafter to come into force or to be implemented.
- 4.4 The decision of any Regulatory Authority which is to issue specified certificates shall be final and binding on the parties as to compliance or non-compliance of the building work with the relevant Regulatory Rules but this provision shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations to comply with this Contract, the Plans or the Specification in respect of requirements which exceed the Regulatory Rules.
- 4.5 All classification, certification, testing, survey and other fees and charges payable to the Classification Society and other third parties in relation to the building work shall be for the account of the Builder.
- 4.6 Although the Classification Society will be appointed and paid for by the Builder, and although the Builder will be exclusively responsible for the correct interpretation and application of the Class Rules:
- (i) the parties intend that, in performing its role in relation to the building work, the Classification Society shall be acting for, and shall owe identical duties to, both of the parties to this Contract; and
  - (ii) the Builder will ensure that the provisions of this Clause 4.6 are communicated to, and accepted by, the Classification Society prior to its appointment under this Contract.
- 4.7 All fees and charges incidental to the registration of the Ship under the flag and laws of the Flag State shall be for the account of the Buyer.
- 4.8 In relation to the building work, the Buyer has the right:
- (i) to inspect all correspondence, minutes of meetings and other documents passing between the Builder and the Classification Society or the Regulatory Authorities and to have copies thereof upon request of the Supervisor or the Buyer; and
  - (ii) to attend all scheduled meetings between the Builder and the Classification Society or the Regulatory Authorities,

and the Builder shall provide (or procure that the Classification Society or Regulatory Authorities provide) copies of all documents requested under paragraph (i) above and shall keep the Buyer well informed (in advance) of all of the meetings referred to in paragraph (ii) above. The Builder will promptly inform the Supervisor of any unscheduled meetings between the Builder and the Classification Society or the Regulatory Authorities and, if the Supervisor does not attend any of such meetings, the Builder will give the Supervisor a reasonably detailed account of the matters discussed and decisions taken at the meeting.

4.9 The Builder and its subcontractors shall comply with all laws, rules and regulations applicable to the building work, and the Builder shall obtain all licenses, permits, certificates and permissions required for the execution and completion of the building work, including those required by the Classification Society and the Regulatory Authorities.

4.10 The Builder shall be responsible for obtaining the approval of all drawings, calculations and other necessary matters by the Classification Society and the Regulatory Authorities, and shall arrange for all applicable certificates and approvals to be issued.

## 5 BUILDER'S RIGHT TO SUBCONTRACT

5.1 The Builder shall not subcontract the whole of the building work but it may subcontract the performance of certain parts of the building work to reputable and suitably qualified and experienced subcontractors *provided that* for any major subcontracting the Builder shall obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld or delayed), it being agreed that "**major subcontracting**" shall mean any construction or assembly of the Ship's volume sections or installation of the Ship's machinery and other main Parts, or any other major building work, to be done outside the Shipyard unless customarily done outside the builders' yards in connection with the construction of luxury passenger ships within the North/Northwest European shipbuilding industry.

5.2 The Builder's appointment, contracting, employment or use of any workmen, subcontractors, agents and other representatives (including, without limitation, any such persons appointed or employed or contracted by the Builder with the Buyer's approval) shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations and/or liabilities under or in connection with this Contract nor diminish the Builder's responsibility adequately to manage and supervise such persons and to ensure that they conduct themselves in an efficient and workmanlike manner and in accordance with the practices and standards referred to in Clause 1.2.

5.3 The Builder covenants with the Buyer that:

- (i) it shall ensure that there is not and will not be created by the Builder any direct or indirect contractual or other legal relationship between the Buyer and any subcontractors appointed or otherwise used by the Builder (save for such relationships as may be created by reason of (a) the warranty and guarantee assignments to be made by the Builder under Clause 2.10 of Article 7 and (b) under Clause 4.6 of Article 1);
- (ii) it shall take reasonable care in the selection, employment, appointment and supervision of all subcontractors, and shall use its best endeavours to procure their employment or appointment on the best possible terms consistent with the Buyer's rights, and the Builder's obligations and liabilities, under this Contract including,

without limitation, such matters as (a) the best possible guarantees and warranties reasonably achievable and liberty for the Builder to assign all or any part(s) of such guarantees and warranties to the Buyer, (b) the safety of passengers and crew, (c) good service, (d) reliability of subcontractors, and (e) availability of spares and post-delivery service support;

- (iii) it shall prevent its subcontractors from exercising any rights (including without limitation, any German Law Encumbrance Rights) to arrest, attach, detain or encumber the Ship, the Parts or any of the Buyer's Supplies;
  - (iv) it shall promptly provide the Buyer with such information and access as it may require from time to time in order to verify the performance of the supply and building work carried out by the Builder's subcontractors;
  - (v) it shall promptly (a) deal with the Buyer's reasonable complaints regarding the terms of engagement or contract of any of its subcontractors, and/or (b) take necessary steps to ensure the proper performance of any such subcontractors, and/or (c) comply with any reasonable requests by the Buyer to terminate any such engagement or contract and appoint a substitute subcontractor; and
  - (vi) it shall be fully, directly and solely responsible (as between the Builder, the Buyer and the other protected parties) for the acts, omissions and defaults of the Builder's subcontractors (including, without limitation, any persons appointed, employed or contracted by the Builder with the approval of the Buyer) and for the acts, omissions and defaults of the respective officers, employees, workmen, agents and other representatives of the Builder and its subcontractors.
- 5.4 The Buyer shall have the right to approve the identity of all main subcontractors other than those specified in the List of Suppliers, such approval not to be unreasonably withheld or delayed.
- 5.5 All labour costs (including overtime costs) of the Builder and of the workmen, subcontractors, and others used by the Builder shall be for the account of the Builder.

## 6 BUYER'S SUPPLIES

- 6.1 The Buyer, at its own risk and expense, shall contract for, supply and deliver the Buyer's Supplies to the Shipyard and, in the case of certain materials, to the Builder's facility at the base port for trials in proper condition for installation or incorporation in, or stowage on board, the Ship in precise accordance with a delivery schedule to be agreed between the Buyer and the Builder within one hundred and eighty (180) days after the Effective Date.
- 6.2 The Builder shall, at its own risk and expense, receive, check as to agreement with transport documents, insure (in accordance with Clause 2 of Article 4), safely store and keep well protected, and properly inspect, put on board and thereafter install or incorporate in or stow on the Ship, all of the Buyer's Supplies from time to time delivered to the Shipyard, and (whenever so requested by the Supervisor) the Builder shall also assist the Buyer to clear any Buyer's Supplies through German customs and (in relation to the materials which are to be delivered at the base port for trials) through the relevant customs. Upon request by the Builder and subject always to the availability of appropriate representatives of the Buyer at the Shipyard, the Buyer's representatives at the Shipyard will assist the Builder at the Shipyard in the transport, storage and installation of the Buyer's Supplies.

- 6.3 In order to facilitate the inspection, installation and incorporation of the Buyer's Supplies by the Builder, the Buyer shall furnish the Builder with all storage instructions, plans, instruction books, test reports and certificates provided to the Buyer by its suppliers and, if so requested by the Builder, the Buyer shall without charge to the Builder cause the relevant suppliers to assist the Builder in the installation and incorporation of such Buyer's Supplies at the Shipyard. If any Buyer's Supplies (including any Buyer's Supplies to be replaced by the Buyer pursuant to this Clause 6) have not been delivered within five (5) working days after the Supervisor's receipt of a notice from the Builder under Clause 6.4(ii), the Builder shall be entitled to proceed with the construction of the Ship without installing or incorporating such Supplies in or on the Ship and the lack of any such installation or incorporation shall not be treated as a Defect in the Ship *provided that* if, having regard to the nature and/or expected delivery date(s) of the relevant Buyer's Supplies and/or the Builder's programme for the building work, it is reasonable for the Buyer to request the Builder to arrange the building work so that the relevant Supplies can be installed or incorporated in or on the Ship at a later date than, in each such case, the Builder will use its best efforts to accommodate any such reasonable request.
- 6.4 The Builder:
- (i) shall be liable to the Buyer for any damage to or loss of any Buyer's Supplies occurring or arising after their delivery by (or on behalf of) the Buyer under Clause 6.1 unless such damage or loss is caused by the inadequate packing or inherent vice of such Buyer's Supplies; and
  - (ii) shall notify the Supervisor as soon as practicable of any loss of, damage to, or deficiency in the supply or performance of, any of the Buyer's Supplies or any late delivery thereof in accordance with Clause 6.3.
- 6.5 Where the Builder is liable to the Buyer (under Clause 6.4) for any damage to or loss of any Buyer's Supplies, the Builder will promptly replace the relevant Supplies with identical items at its risk and expense. If, notwithstanding all reasonable efforts by the Builder, it is not possible to obtain identical items then the Builder will at its risk and expense provide comparable items which are reasonably acceptable to the Buyer. In all other cases where the Builder gives notice to the Buyer under Clause 6.4(ii), the Buyer will promptly replace the relevant Supplies at its risk and expense.
- 6.6 Within thirty (30) days after the Ship has been delivered by the Builder and accepted by the Buyer in accordance with the provisions of this Contract, the Buyer will remove from the Shipyard any of the Buyer's Supplies which have not been used in the construction of, or otherwise delivered with, the Ship.
- 7 BUILDER'S TALLY OF BUYER'S SUPPLIES**
- 7.1 The Builder shall make and keep up-to-date records of all Buyer's Supplies from time to time delivered to the Shipyard and/or other premises of the Builder (and/or its subcontractors) and, without prejudice to the generality of the foregoing, the Builder shall ensure that such records are made and kept in the form usually used by the Builder and/or its subcontractors therefore and show:
- (i) the date of delivery to the Builder (or its subcontractors) of each batch or consignment of Buyer's Supplies;
  - (ii) where and how such Buyer's Supplies are stored;

(iii) when such Buyer's Supplies are incorporated or installed in, or stowed on, the Ship; and

(iv) the balance of any unused Buyer's Supplies.

7.2 The Builder shall provide the Supervisor, on a monthly basis, with a complete set of the records described in Clause 7.1 and all amendments of, or supplements to, such records.

**(End of Article 1)**

## **ARTICLE 2: SUPERVISION**

### **1. SUPERVISOR**

- 1.1 The Buyer may retain a supervisor (the "**Supervisor**") and a supervision team at the Shipyard to maintain close contact with the Builder and, on behalf of the Buyer, to supervise the building work, and the Builder will assist the Buyer to obtain any necessary German permissions and authorisations for the Supervisor and his team to carry out their duties.
- 1.2 The Supervisor and his team shall at all times be deemed to be the employees of the Buyer and the Builder shall be under no liability whatsoever for personal injuries or other harm to, or death of, the Supervisor or any of his team, or for damage to, or loss or destruction of, their property, unless such injury, harm, death, damage, loss or destruction is caused by the negligence and/or wilful default of the Builder and/or any of the Builder's subcontractors.
- 1.3 The Supervisor and his team shall carry out their inspections and supervision in an efficient manner and in such a way as to avoid any increase in the building costs or delays to the building work.
- 1.4 All salaries and, subject to Clause 1.5, costs and expenses of the Supervisor and his team shall be for the Buyer's account.
- 1.5 The Builder shall provide, free of charge to the Buyer, the Supervisor and the Supervisor's team:
- (i) adequately equipped, maintained and serviced changing rooms and offices in reasonable numbers (including, without limitation, tables, chairs, filing cabinets, direct call national and international telephones and faxes, word processing workstations with laser printers in each office all in reasonable numbers, and one (1) full time secretary) conveniently located in the Shipyard and in close proximity to the Ship, and
  - (ii) lodgings in Papenburg (or vicinity) and meals at the Shipyard (as far as available),
- provided that* the Builder may charge the Buyer at cost for such lodgings and meals, for the secretary and for the use by the Supervisor and his team of the national and international postage, telephone and fax services provided by the Builder under this Clause 1.5.
- 1.6 A written statement confirming the Supervisor's appointment and the scope of his actual authority shall be given by the Buyer to the Builder within thirty (30) days after the Effective Date. Written notice of revocation of appointment of the Supervisor and/or any change in the scope of his actual authority shall be given by the Buyer to the Builder immediately after any such revocation and/or change has been decided upon by the Buyer.
- 1.7 The Supervisor and his team shall be deemed to have notice of and shall observe the safety, security and other rules and precautions in force from time to time at the Shipyard and at the premises of the Builder's sub-contractors.

### **2. PLAN APPROVAL**

- 2.1 Each of the Builder and the Buyer acknowledges and agrees that the construction of the Ship requires co-operation and flexibility on the part of both parties, especially during the design phase. The plan approval arrangements referred to in this Clause 2 shall be limited to such plans, drawings and other documents as are described in section G.4.3 of the Specification. For the avoidance of doubt and notwithstanding anything to the contrary in this Clause 2, it is agreed that for areas, features and spaces of the Ship that are the same

as the corresponding areas, features and spaces of the Builder's Hull No. [\*], the Builder is not obliged to prepare new drawings for Buyer's review and approval and the Builder may use the drawings approved by the buyer of Builder's Hull No. [\*] in respect of such areas, features and spaces.

- 2.2 Notwithstanding the generality of Clause 2.1, the building work shall be carried out in strict accordance with the provisions of this Contract, the Specification and the Plans, and prior to commencement of the building work (and from time to time thereafter as and when the Buyer may request) the Builder will provide the Supervisor with a work schedule containing a critical path treatment of the major and significant elements of the building work, in their proper sequence, which must be completed to ensure delivery of the Ship by the Delivery Date.
- 2.3 All plans, drawings and other documents required to be developed and supplied by the Builder to the Buyer for approval shall be delivered by the Builder in their proposed final form in three (3) copies which shall be delivered to the Supervisor (or, if the Supervisor is not at the Shipyard at the relevant time, to the most senior member of the Supervisor's team at the Shipyard unless a specified member of the team has been nominated by the Supervisor for this purpose by notice to the Builder and is available at the Shipyard), and the Builder agrees to use its best endeavours to submit all such plans, drawings and documents in such a manner that the Buyer may reasonably review and approve or comment on the same within the periods provided for in Clauses 2.4 and 2.5.
- 2.4 Within five (5) working days after the Supervisor's receipt of the plans, drawings and other documents referred to in Clause 2.3, the Supervisor will notify the Builder in writing whether or not such plans, drawings and other documents are sufficient to enable the Buyer to review them pursuant to this Clause 2; and if any of the plans, drawings or other documents are deficient in any way, the Supervisor must specify the deficiency and give his reasons in such notice.
- 2.5 If a plan, drawing or other document is not accepted by the Supervisor as being sufficient for the Buyer's review in accordance with Clause 2.4, the Builder shall promptly alter the relevant plan, drawing or document without charge to the Buyer and resubmit it as altered for approval by the Buyer in accordance with Clauses 2.3 to 2.6. Such approval shall refer only to the alterations.
- 2.6 Any plans, drawings and other documents submitted to the Supervisor and accepted by him as being sufficient for the Buyer's review must be returned to the Builder as soon as practicable and, at the latest, within fifteen (15) working days after the Supervisor's receipt of those plans, drawings and other documents which the Supervisor has authority to approve on behalf of the Buyer. If the Buyer needs additional time to review any plans, drawings and other documents, it will request an extension by written notice to the Builder as soon as reasonably practicable after the Supervisor's receipt of the relevant plans, drawings or other documents and the Builder will not unreasonably withhold or delay its request to such an extension.
- 2.7 When returning to the Builder plans, drawings and other documents accepted by the Supervisor as being sufficient for the Buyer's review, the Supervisor shall mark them as approved or as rejected by the Buyer *provided that* all rejections shall specify with reasons all aspects of the rejected plans, drawings or documents which do not, or which provide for building work which does not, conform to the requirements of this Contract, the Plans or the Specification.

- 2.8 If a plan, drawing or other document is approved by or on behalf of the Buyer, the Builder shall proceed with the building work shown therein.
- 2.9 If a plan, drawing or other document is rejected (in whole or part) by or on behalf of the Buyer, the Builder shall promptly alter the relevant plan, drawing or document without charge to the Buyer and resubmit it as altered for approval by the Buyer in accordance with Clauses 2.3 to 2.6. Such approval shall refer only to the alterations.
- 2.10 If the Builder does not accept (in whole or part) any rejections made by or on behalf of the Buyer, the Builder shall promptly notify the Supervisor in writing and give his reasons in the notice for such non-acceptance. In addition, if the Buyer reasonably requests any clarification or further information from the Builder in connection with the Buyer's review and approval of plans, drawings or other documents, the Builder shall promptly provide the requested clarification or information to the Supervisor.
- 2.11 All building work performed by the Builder prior to approval by the Buyer of all plans, drawings or documents relating to such work shall be at the sole risk and expense of the Builder.
- 2.12 If the Buyer (or the Supervisor on the Buyer's behalf) fails to return to the Builder, in accordance with Clause 2.6, any plan or drawing or other document and this failure is not remedied within two (2) working days after the Supervisor's receipt of a written notice from the Builder specifying such failure, such plan or drawing or other document shall be deemed to have been automatically approved by the Buyer without any comments.
- 2.13 If the Builder discovers any feature in the Plans or the Specification which appears to be inconsistent with the general scheme of the building work or which might (in the reasonable opinion of the Builder) expose the Builder or the Buyer to any product liabilities, the Builder shall promptly notify the Supervisor and submit a proposal to the Supervisor for the Buyer's approval (such approval not to be unreasonably withheld or delayed) for the removal of the inconsistency or risk of product liability at the Builder's cost and in the Builder's time. If the Buyer becomes aware of any feature in the Plans or the Specification which might (in the reasonable opinion of the Buyer) expose the Builder or the Buyer to any product liabilities, the Buyer shall promptly notify the Builder after which the Builder shall promptly submit a proposal to the Supervisor for the Buyer's approval (such approval not to be unreasonably withheld or delayed) for the removal of the inconsistency or risk of product liability at the Builder's cost and in the Builder's time
3. **WORK APPROVAL**
- 3.1 Throughout the period during which the Ship is being built the Builder will conduct its usual quality control programme of inspections, testing and supervision by a team of the Builder's staff specially designated for this purpose but the building work and all Parts, as the same may at any time and at any place be completed or be in progress, shall also be subject to inspection by and the approval of the Buyer (acting through the Supervisor and his team) and the Classification Society.
- 3.2 The Builder shall at all times during normal working hours give the Supervisor and the Supervisor's team free and ready access to (and a free right to inspect) the Ship and Parts at any place where building work is being done or tests are being carried out or Parts are being processed or stored in connection with the building of the Ship including, without limitation, the Shipyard and other yards, workshops and stores of the Builder, and the premises of the Builder's subcontractors who are doing work in connection with the building of the Ship or processing or storing Parts, and the Builder shall ensure that the provisions

of this Clause 3.2 are inserted into all subcontracts from time to time made by it in connection with the building work.

3.3 The Buyer shall be entitled (but not obliged) to reject all building work and Parts which do not comply with the requirements of this Contract, the Plans and the Specification unless and to the extent that such non-compliance is the direct result of the Builder seeking to avoid (in a manner approved by the Buyer, such approval not to be unreasonably withheld or delayed) the product liabilities described in Clause 2.13 *provided that* all rejections shall be made in writing, and shall specify with reasons those aspects of the building work or Parts inspected which do not comply with the requirements of this Contract, the Plans or the Specification.

3.4 If any building work or Parts shall be duly rejected by the Buyer as not complying with the Contract, the Plans or the Specification, the Builder shall promptly correct or replace such work or Parts at the Builder's cost and in the Builder's time.

#### 4. **PLANNED PROGRAMME**

4.1 The Ship shall be constructed in accordance with the planned milestones programme attached to the Specification as Appendix 8 defining certain stages of the construction process ("**Milestones**") which must be completed by the dates therein specified.

4.2 The Builder shall submit to the Buyer each month, commencing on the date falling three (3) months after the Effective Date, until delivery, the following documentation (the accuracy of which the Builder hereby warrants):

- (i) a status report on the building work as compared with the planned programme, including the critical path;
- (ii) a report setting out the actual progress of the building work during the previous month as compared with the planned programme;
- (iii) a list of modifications (if any) agreed during the previous month, including Contract adjustments, if any, agreed during that month;
- (iv) a report on the delivery of subcontracted materials during the previous month (the precise nature and form of which report shall be agreed, from time to time, between the Buyer and the Builder).

4.3 Without prejudice to the Builder's obligations under this Contract, if the construction of the Ship should, for any reason whatsoever, be delayed beyond the time-frame indicated in the planned programme, the Builder shall immediately notify the Buyer. If the delay which has occurred is not a permissible delay, the Builder shall within fourteen (14) working days after provision of such notification provide to the Buyer a written schedule describing the steps (including any appropriate increase in manpower and material resources) the Builder intends to take to recover the time lost. The Builder and the Buyer shall meet at the earliest opportunity to discuss the proposal and the Builder's detailed plans for implementation of the same.

#### 5. **MINOR ALTERATIONS**

5.1 Subject to Clause 3.2 in Article 1 and to Article 3, approvals and other decisions of the Buyer in relation to the design and performance of the building work shall be final and may not be revised or revoked without the prior written approval of the Builder *provided that* the Builder shall not withhold its approval for any minor alterations or revisions requested by the Buyer which (in the reasonable opinion of the Builder) would not:

- (i) delay or increase the cost of the building work or have a material adverse affect on the Builder's planning or programme for the building work; or
- (ii) otherwise constitute a material modification of this Contract, the Plans or the Specification; or
- (iii) require the Builder to jeopardise its contracted building schedule(s) for other ships.

6. **TECHNICAL DISPUTES**

- 6.1 If, at any time during the design phase or any other stage of the building work, there is a difference of opinion between the Builder and the Buyer in relation to any technical matter, then either party may give a notice to the other party and if the parties do not resolve the difference of opinion within five (5) working days after the date of service of such a notice, the Builder or the Buyer may require that the difference of opinion be treated as a Dispute of a technical nature to be resolved in accordance with Clause 1 of Article 13.

**(End of Article 2)**

### ARTICLE 3: MODIFICATIONS

#### 1. MODIFICATIONS

1.1 This Contract, the Plans and the Specification may be modified from time to time by agreement of the parties. The Builder shall act in good faith and on an open book basis to implement modifications requested by the Buyer, and/or any modifications required to be made under Clause 2 which are occasioned by any changes in the Class Rules or in any of the Regulatory Rules after the Effective Date, subject to the Buyer agreeing to necessary modifications to the Contract Price, the Delivery Date and any other relevant provisions of this Contract. The Builder agrees to act in good faith and on an open book basis to implement any such modifications:

- (i) at the lowest cost reasonably possible;
- (ii) within the shortest period of time reasonably possible; and
- (iii) without any loss in the relative priority of the building work for the Ship compared to other construction work in the Shipyard,

*provided that* nothing in this Clause 1.1 shall require the Builder to jeopardise its contracted building schedule(s) for other ships.

1.2 Any agreement on a modification ("**AOM**") of this Contract, the Plans or the Specification shall include:

- (i) any increase or decrease in the Contract Price;
- (ii) any change in the Delivery Date, and
- (iii) any other adjustment to or amendment of any relevant provisions of this Contract, the Plans or the Specification,

which is directly, necessarily and reasonably occasioned by such modification.

Unless otherwise expressly agreed in writing by the Buyer, for each AOM the increased costs or savings in costs directly, necessarily and reasonably occasioned by the relevant modifications shall be calculated as the sum of:-

(i) the net positive or negative change in (a) the Builder's actual design costs (excluding profit and SG&A expenses), (b) the Builder's actual labour costs (excluding profit and SG&A expenses), and (c) the Builder's actual material costs (excluding profit and SG&A expenses); and

(ii) a fixed profit margin for the Builder of [\*], which margin (a) covers and includes all compensation, financing, guarantee, insurance, profit, remuneration, risk and other factors whatsoever in connection with the relevant AOM, and (b) shall be applied only in the case of a net increase in the costs directly, necessarily and reasonably occasioned by such AOM.

For these purposes, the Builder's "**SG&A**" expenses mean the Builder's combined operating expenses including expenses for contracting, payroll, design, engineering and production, purchasing and sales, and all other administrative and operational expenses.

1.3 Whenever so requested by the Buyer, the Builder will verify its calculation of any modification costs by providing to the Buyer, on an open book basis, a reasonably detailed explanation of the Builder's calculations and details of the man-hours and other data used in connection with any of the alterations or changes occasioned by any modification to be made under this

Article 3. For all purposes of this Contract, the expression "open book basis" means the provision by or on behalf of the Builder (subject to such provision being reasonably practicable on the part of the Builder, or possible without breach of confidentiality restrictions binding on the Builder) of all such invoices and other supporting information, and of all such calculations, determinations and other data as may be required in order to afford complete transparency to the Buyer in relation to the Builder's calculations. Each agreement on a modification of this Contract, the Plans or the Specification shall be recorded and evidenced by an AOM based on the form set out in Schedule 3 of this Contract each of which, when signed by the duly authorised representatives of the Builder and the Buyer, shall constitute an amendment to this Contract and/or the Plans and/or the Specification. Following the signature of each AOM the Builder shall implement the modifications referred to therein.

- 1.4 If there is any Dispute between the parties as to any of the matters referred to in Clause 1.2 then, if the Buyer so requires, the Builder will make the requested modification before the Dispute has been resolved provided the Buyer confirms its willingness to pay the amount found due to the Builder in respect of such modification.
- 1.5 Throughout the construction period, the Builder and the Buyer will co-operate and work closely together on an open book basis in order to try to identify and agree on cost savings in the construction of the Ship which shall not diminish the general appearance, safety and operational aspects of the Ship. The agreed cost savings will be recorded as modifications in accordance with the provisions of this Clause 1.
- 1.6 In costing all modifications: (i) the Builder will give due credit to the Buyer where implementation of a modification will relieve the Builder from costs or work that it would otherwise have had to incur or carry out in performing its obligations under this Contract, and (ii) the Buyer will be duly debited where implementation of a modification will burden the Builder with costs or work which are in excess of costs and work that the Builder would otherwise have had to incur or carry out in performing its obligations under this Contract.
- 1.7 Within the Contract Price for the Ship the implicit unit cost of each grade of passenger cabin is listed in a table attached to the Specification as Appendix 9. Until phase 6-7 of the architectural plan, the Buyer may modify the number of passenger cabins on the Ship on the cost basis and within the following scale parameters:
  - (i) The cost increase referable to each cabin added to the Ship, and the cost saving referable to each cabin removed from the Ship, will be as specified for each grade of cabin in the table referred to above. In addition, (a) due credit will be given to the Buyer where the addition or removal of cabins will relieve the Builder from costs or work that the Builder would otherwise have had to incur or carry out in performing its obligations under this Contract, and (b) the Buyer will be duly debited where the addition or removal of cabins will burden the Builder with costs or work which are in excess of costs and work that the Builder would otherwise have had to incur or carry out in performing its obligations under this Contract.
  - (ii) The additional number of passenger cabins on the Ship will not exceed a total of 25 cabins with a total of 50 lower berths.
  - (iii) The increase of the gross tonnage of the Ship as result of cabin modifications will not exceed 300 GT. Apart from this permitted increase in the gross tonnage, the cabin modifications will not change

any of the other main dimensions or main technical characteristics of the Ship as defined in the specifications.

**2. CLASSIFICATION AND REGULATORY CHANGES**

- 2.1 If, after the Effective Date, any Class Rules and/or any Regulatory Rules are changed by the Classification Society or any Regulatory Authority, the Builder shall promptly notify the Buyer in writing of the relevant change(s) and of the necessary modifications to be made to this Contract, the Plans and the Specification.
- 2.2 If, following its receipt of a notice under Clause 2.1, the Buyer reasonably considers that the operation of the Ship in its intended service would permit of a dispensation or waiver, the Builder will at the request of the Buyer apply for a dispensation from, or waiver of compliance with, the relevant change(s).
- 2.3 If the Buyer does not require the Builder to apply for a dispensation or waiver (or it has not been possible to obtain a dispensation or waiver) within a period of fifteen (15) days after the Buyer's receipt of a notice under Clause 2.1 (or such longer period of time as the parties may agree to be reasonable in the light of all the circumstances then prevailing), the parties shall make an agreement to modify this Contract in accordance with Clause 1 and thereafter the Builder shall make the relevant change(s) in the design or building of the Ship.

**3. SUBSTITUTION OF PARTS**

- 3.1 If (notwithstanding all reasonable efforts on the part of the Builder and *provided that* orders for the same were placed in good time by the Builder) any Parts are not available at the time required for their installation or incorporation in the Ship, the Builder may (with the prior written approval of the Buyer) use suitable substitute Parts which are at least equal to the standard and quality of the Parts which were not available and which are capable of meeting all of the requirements of:
- (i) this Contract, the Plans and the Specification; and
  - (ii) the Classification Society and the Regulatory Authorities.
- 3.2 Where a proposed substitution of Parts is approved by the Buyer, the Builder shall:
- (i) bear all additional costs and expenses whatsoever in relation to such substitution; and
  - (ii) credit the Buyer with any cost savings occasioned by such substitution.

**(End of Article 3)**

**ARTICLE 4: TITLE AND INSURANCES**

**1. TITLE, RISK AND ENCUMBRANCES**

- 1.1 Title to the Ship and all Parts (but not Buyer's Supplies, title to which will at all times be and remain with the Buyer) shall pass to the Buyer upon the Ship's delivery to, and acceptance by, the Buyer in accordance with Clause 1 in Article 7 and until such delivery and acceptance shall have occurred all risks connected with the building work - including, without limitation, all risks in relation to the Ship, all Parts and all Buyer's Supplies from the time when they are taken into the custody of the Builder or any of its subcontractors - shall lie exclusively with the Builder.
- 1.2 Immediately upon:
- (i) the receipt by the Builder (or any of its subcontractors) of any Buyer's Supplies; and
  - (ii) the delivery to, or fabrication by, the Builder (or any of its subcontractors) of all other Parts,
- the Builder shall mark (or cause its relevant subcontractors to mark) the same and the Ship (as it is from time to time built) with Hull number [\*]
- 1.3 The Builder shall have no authority to create (and waives all rights to create) any encumbrances whatsoever over any of the Buyer's Supplies, nor shall it permit any encumbrances of any kind (other than permitted encumbrances) to be imposed on or asserted against any of the Buyer's Supplies.
- 1.4 At any time when a payment is due to the Builder under this Contract, and at all other reasonable times, the Buyer may require the Builder to provide a written statement satisfactory to the Buyer showing what, if any, encumbrances of any kind (other than permitted encumbrances) have been or are liable to be imposed on or asserted against any of the Buyer's Supplies.
- 1.5 If any encumbrance of any kind (other than any permitted encumbrance) is imposed on or asserted against any of the Buyer's Supplies, the Builder shall promptly notify the Buyer and shall, not later than ten (10) days thereafter, secure the discharge or release of such encumbrance *provided that* if the Builder desires to contest any such encumbrance and such discharge or release is not available under law during such contest (including, without limitation, through the filing of a bond or other security), the Builder shall immediately take such steps as in the opinion of the Buyer shall prevent such encumbrance from delaying or otherwise adversely affecting the building work and shall indemnify fully, hold harmless and defend the Buyer and all other protected parties from and against all Losses which any of them may sustain or incur as a result of the imposition of any such encumbrance.
- 1.6 Notwithstanding the provisions of Clause 1.5, the Buyer may secure the removal of any such encumbrance in which event the Builder shall reimburse the Buyer in full for its costs (including legal fees) of securing such discharge or release by deducting such sum from any payments due or to become due to the Builder under this Contract save that if any such cost is in excess of the amount of any such reimbursement by deductions, the Builder shall pay the amount of such excess to the Buyer promptly upon demand.
- 1.7 Notwithstanding the provisions of Clause 1.5, the Buyer, without securing the discharge or release of any such encumbrance, may nevertheless withhold from any payments due or to become due to the Builder, unless and until such encumbrance is discharged or released

by the Builder, a sum equal to the amount reasonably determined by the Buyer to be required to secure the discharge or release of such encumbrance (which amount shall include the estimated amount of all expenses which might be incurred in connection therewith, including legal fees).

1.8 Prior to the installation of any of the Buyer's Supplies:

- (i) the Builder may require the Buyer to state in writing whether any permitted encumbrances have been imposed on or asserted against the relevant Buyer's Supplies and to discharge any such permitted encumbrances prior to the installation of such Buyer's Supplies, and if the Buyer fails to discharge any such permitted encumbrances, the Builder may withhold the installation of the relevant Buyer's Supplies in which case any resulting delays will be the Buyer's responsibility; and
- (ii) the Buyer may require the Builder to confirm in writing that the representations made by it in Article 10, Clause 1.2(ii) remain in all respects true and accurate and to procure that the Builder's financiers confirm in writing to the Buyer that they have no grounds for making (nor any expectation of acquiring grounds for making) any claims against the Builder or the Ship, and if the Builder or its financiers fails to deliver any such statement, the Buyer may require the Builder to withhold the installation of the relevant Buyer's Supplies in which case any resulting delays will be the Builder's responsibility.

2. **INSURANCES**

- 2.1 During the currency of this Contract and until her delivery to the Buyer the Ship, all Parts, and all Buyers' Supplies (up to a maximum aggregate value of [\*]) taken into the custody of the Builder (or any of its subcontractors) and whether or not built into or installed on or in the Ship, shall be at the exclusive risk of the Builder which shall at its own expense keep the same insured on policy terms, and with first class brokers and underwriters approved by the Buyer and its financiers in respect of and against all usual marine and builder's risks, including protection and indemnity risks, tests risks and war risks. All premiums and deductibles shall be for the sole account of the Builder. Neither the brokers nor the underwriters shall have any rights of recourse against the Ship or any of the protected parties, or any rights to make any deduction, set-off or other withholding from or against any sum payable to the Buyer or its assignees in connection with the Insurances.
- 2.2 The amount of the insurances (the "**Insurances**") to be arranged by the Builder under this Article shall be not less than the Contract Price.
- 2.3 All Insurances shall be taken out by the Builder naming the Builder as the assured party and the Buyer as the co-insured party for their respective interests. The Insurances shall contain loss payable provisions reasonably acceptable to the Buyer and its financiers.
- 2.4 All Insurances shall provide that there shall be no recourse against the Ship, any of the protected parties or Buyer's assignees for the payment of any premiums or commissions and that no cancellation of the Insurances, for any reason whatsoever, shall become effective unless and until fourteen (14) days - or seven (7) days, in the case of war cover - prior written notice has been given by the relevant brokers or insurers to the Buyer.
- 2.5 The Builder shall supply the Buyer prior to the commencement of construction of the Ship with a cover note and all related documents specifying the terms of the Insurances and security (which shall be as usual for the London insurance market) for the Ship.

2.6 If at any time there is:

- (i) any lapse in the insurance coverage which the Builder is required to arrange under this Clause 2, the Buyer may effect replacement coverage at the Builder's expense; or
- (ii) any failure by the Builder to pay any premiums due in respect of the Insurances, the Buyer may pay the same and recover the relevant payment(s) from the Builder.

3. **LOSS OR DAMAGE**

3.1 In the event of any partial loss of the Ship before delivery:

- (i) the loss shall be made good by the Builder as soon as reasonably possible, the Delivery Date shall be extended in accordance with Clause 1 in Article 5 (*provided that* the cause of the partial loss is excused under that Clause) and the partial loss proceeds referable to the Ship and/or Parts (other than Buyer's Supplies) subject to the partial loss shall be applied by the Builder in making good the partial loss to the approval of the Buyer, the Classification Society and the Regulatory Authorities; and
- (ii) the partial loss proceeds referable to any Buyer's Supplies subject to the partial loss shall be paid to the Buyer.

3.2 In the event of the total loss of the Ship before delivery, either the Builder or the Buyer shall be entitled to terminate this Contract by written notice to the other, such notice to be delivered within thirty (30) days after the date (the "**Determination Date**") on which it is determined that the Ship has become a total loss pursuant to Clause 3.6 below.

3.3 If, following the total loss of the Ship, neither party terminates this Contract pursuant to Clause 3.2, the Builder shall proceed with the building of the Ship in accordance with this Contract and the Delivery Date shall be extended in accordance with Clause 1 in Article 5 *provided that* the cause of the total loss is excused under that Clause.

3.4 If there is a total loss of the Ship before delivery, then:

- (i) if either party elects to terminate this Contract pursuant to Clause 3.2, the Builder shall within ninety (90) days from (and including) the Determination Date pay to the Buyer an amount equal to the sum of:
  - (a) all payments previously made by the Buyer to the Builder under this Contract together with interest thereof at the relevant rate calculated from the date on which the Builder received each such payment to the date on which the reimbursement is received by the Buyer, and
  - (b) the Buyer's Supply Costs in respect of any Buyer's Supplies which are subject to the total loss or which cannot be removed in sound condition from the Ship, the Shipyard or other place(s) where they are stored and returned to the Buyer,

and in addition the Builder will return to the Buyer, free from all encumbrances (other than permitted encumbrances) all Buyer's Supplies which have not been lost or damaged and which can be removed in sound condition from the Ship, the Shipyard and other place(s) where they are stored; or

- (ii) if neither party terminates this Contract pursuant to Clause 3.2, the Builder shall within ninety (90) days from (and including) the Determination Date pay to the Buyer the Buyer's Supply Costs in respect of any Buyer's Supplies which are subject to the total loss.
- 3.5 To the extent that any amounts are paid by the Builder to the Buyer under Clause 3.4 and the Buyer also receives any proceeds of the Insurances in respect of the same loss, the Buyer will account to the Builder for the relevant excess amount. To the extent that any of the amounts referred to in Clause 3.4 are received by the Buyer out of the proceeds of the Insurances, the Builder's liability under Clause 3.4 shall be limited to payment of the remainder of the amounts referred to in Clause 3.4.
- 3.6 A total loss shall be deemed to have occurred:
  - (i) if it consists of an actual loss, at noon Papenburg time on the actual date of loss; or
  - (ii) if it consists of a constructive or compromised or arranged or agreed total loss, at noon Papenburg time on the date on which notice of abandonment of the Ship is given to her insurers or (if her insurers do not admit the claim for a total loss) at the time on the date at which a total loss is subsequently adjudged to have occurred by a competent court or arbitration tribunal or liability in respect thereof as a total loss is admitted by underwriters.

**(End of Article 4)**

**ARTICLE 5: PERMISSIBLE DELAYS**

**1. EXTENSION OF TIME FOR BUILDING WORK**

1.1 If the Builder gives notice as provided in Clauses 2.1, 2.2 and 2.3 the Builder shall be entitled to an extension of the Delivery Date but only if:

- (i) there is a specific cause of delay which the Builder can prove will solely and directly delay delivery of the Ship beyond the Delivery Date and which cause is delaying or will delay building work which is in the critical path of delivery of the Ship for more than one working day;
- (ii) such cause of delay is one of the excusable causes set out in Clause 1.3;
- (iii) the Builder proves that it has used and is continuing to use all reasonable efforts to avoid, prevent, minimise and overcome the actual delay in delivery of the Ship including, without limitation, by the performance of other or additional building work *provided that* such other or additional building work does not jeopardise the Builder's contracted obligations for the construction of other ships; and
- (iv) but for such cause of delay the Ship would have been delivered on time,

*provided that* the length of any such extension shall be the number of days by which the Builder can prove that the Delivery Date for the Ship actually will be delayed solely and directly by each such cause of delay.

1.2 The Builder shall at all times have the burden of proving each of the matters required to be established by this Clause 1 and in the event that it is not possible for it to prove whether, or to what extent, any delay in delivery is directly and solely attributable to a cause which is excused by the provisions of this Clause 1, the Builder shall not be entitled to any extension of the Delivery Date.

1.3 The Builder shall be entitled to an extension of the Delivery Date, as provided in Clause 1.1, for any delay caused:

- (i) by the Buyer (other than such delays, if any, as are caused by the Buyer in the proper and timely exercise of any of its rights or obligations under this Contract);
- (ii) by legislation or other formal action by or on behalf of the German government (or any agency or other authority of such government) prohibiting or otherwise preventing the Builder from proceeding with the building work;
- (iii) by war or warlike events or terrorist attacks or riots or the imposition of embargoes where any of the foregoing involves any of the Builder's subcontractors outside Germany who supply important parts (such as engines, major castings or major forgings);
- (iv) by extraordinary weather conditions not included in normal planning;
- (v) by such strikes, lockouts and other labour disturbances of the Builder or those of its subcontractors who supply important parts (such as engines, major castings or major forgings) as are beyond the Builder's control;
- (vi) by such accidents, explosions, fires, disruptions of power supplies and other similar occurrences as are beyond the Builder's control;

- (vii) by the late delivery or non-delivery to the Builder of any Parts or the late performance or non-performance of the Builder's subcontractors *provided that* the late delivery or non-delivery or the late performance or non-performance resulted from causes which would entitle the Builder to an extension of the Delivery Date under this Clause 1 and *provided that* the Builder proves that it has exercised due diligence (a) in contracting for such Parts and with such subcontractors, (b) in the performance of any acts required of it with respect to such Parts or subcontractors, (c) in monitoring the acts and circumstances of such subcontractors, and (d) in expediting deliveries or performance under the Builder's purchase or subcontracts or procuring equivalent substitute performance in the event of the late delivery of such Parts or the under-performance in such purchase or subcontracts; or
- (viii) by unfavourable weather conditions if commencement of the sea trials tests is postponed or such tests are discontinued pursuant to Clause 1.4 in Article 6 by reason of such conditions and the number of days thereafter during which such tests cannot be undertaken exceed three (3) in total, then any further days during which the weather conditions remain unfavourable may be claimed (subject to the other provisions of this Clause 1) as a permissible delay.

1.4 Notwithstanding anything to the contrary in this Clause 1, the Builder shall not be entitled to any extension of the Delivery Date for:

- (i) any delay resulting from a cause of delay which has itself been caused or contributed to by any error, neglect, omission or other default of the Builder or any of its subcontractors;
- (ii) any delay resulting from a cause of delay in existence as of the Effective Date; or
- (iii) any delay resulting from a cause of delay, which was or reasonably should have been foreseen or anticipated by the Builder by reason of facts which were, or after reasonable enquiry should have become, known to the Builder as of the Effective Date; or
- (iv) any delay resulting from a cause of delay which reasonably could have been avoided by the Builder;
- (v) any delay resulting from the late delivery or non-delivery or the late performance or non-performance or other default of a subcontractor, if such delay results from a cause of delay in effect published and announced as of the date of the award of the relevant purchase contract or subcontract;
- (vi) any delay resulting from any Dispute or legal proceeding under this Contract, *provided that* in the case of any building work under Dispute which would otherwise be commenced prior to the resolution thereof the Builder shall not be required to proceed therewith (and a corresponding extension of the Delivery Date shall be allowed) if, after written request by the Builder, the Buyer fails to confirm forthwith its willingness to pay the amount found due in respect of such work; or
- (vii) any delay in moving the Ship from the Shipyard to the open sea due to extraordinary weather conditions not included in normal planning.

## 2. **DELAY NOTICES**

2.1 The Builder shall give written notice to the Buyer of a cause of delay pursuant to Clause 1.3 as soon as practicable and no later than five (5) days after the date on which the Builder

first has knowledge of such cause of delay and in such notice the Builder shall describe the cause of the delay, the date of commencement (or first occurrence) of the cause, its expected duration and its expected effect on the Builder's ability to carry on with the building work.

- 2.2 The Builder will provide the Buyer with regular written status reports (at such reasonable intervals as the Buyer may request) with respect to any delay in respect of which the Builder has given notice pursuant to Clause 2.1 and as to the steps being taken (and planned) by the Builder to minimise and overcome any actual delay in delivery of the Ship.
- 2.3 Within five (5) days after any cause of delay set forth in Clause 1.3 has ceased to exist, the Builder shall notify the Buyer of such cessation and give the Buyer a written statement of the actual or estimated delay in the completion of the building work resulting from such cause together with such detailed documentation as is then available to it justifying such extension, and any such detailed documentation thereafter becoming available to the Builder shall be promptly be given to the Buyer.
- 2.4 On the basis of the notices, reports, statements and information given to the Buyer by the Builder relating to any actual or estimated delay in delivery (and such further information and documentation as the Buyer may reasonably request), the Buyer and the Builder shall confer and attempt to agree upon the number of days by which the Delivery Date shall be extended *provided that* if the Buyer and the Builder cannot so agree within thirty (30) days after the completion of any such conference, the extension of the Delivery Date (if any) shall be determined as a Dispute pursuant to the provisions of Article 13.
- 2.5 The extension of the Delivery Date provided for in this Article shall be the only remedy for delay to which the Builder shall be entitled and, by way of illustration but not limitation, the Builder shall not be entitled to damages or any adjustment in the Contract Price.

**(End of Article 5)**

**ARTICLE 6: TESTS, LIQUIDATED DAMAGES AND CERTAIN TERMINATION RIGHTS**

**1. TESTS**

- 1.1 At its sole and direct risk and expense, the Builder shall subject the Ship and specified Parts to the tests in order to ascertain whether the Ship and such Parts have been completed in full accordance with this Contract, the Plans and Specification.
- 1.2 The Buyer shall be entitled to have the Supervisor and his team present at all tests and the Builder shall give the Supervisor:
- (i) two (2) days prior written notice of all tests (except sea trials tests) (a) designated for such notice by the Buyer after its receipt from the Builder of an agreed schedule of tests and (b) scheduled to take place on week-ends or other non-working days; and
  - (ii) twenty four (24) hours prior written notice of all other tests (except sea trials tests).
- 1.3 The Builder shall give the Supervisor fifteen (15) days' estimated, and seven (7) days' definite, prior written notice of the time and the place for the sea trials tests *provided that* only one (1) day's prior written notice need be given to the Supervisor with respect to retrials at sea conducted within three (3) days after completion of a previous sea trial at or upon which the need for such retrial was determined.
- 1.4 If the weather conditions on the date specified for the sea trials tests are (in the reasonable opinion of the Builder) so unfavourable that they would prevent the Builder from carrying out such tests then the same shall take place on the first available day thereafter that weather conditions permit. If, during the sea trials tests sudden and unexpected changes in the weather occur which, in the reasonable opinion of the Builder, are such as to prevent the continuation of such tests then the Builder shall have the option of continuing such tests or of postponing them until the next following favourable day unless the Buyer shall (in its option) agree to accept the Ship on the basis of the tests made.
- 1.5 The failure of the Supervisor to be present at any test, after due notice, shall (unless such failure is due an event or combination of events outside the Supervisor's control) be deemed to be a waiver of the Supervisor's right to be present at the relevant test and the Buyer shall be obliged to accept the results of such test on the basis of acceptance by the Builder and the Classification Society.
- 1.6 All tests conducted without notice to the Supervisor shall be reconducted by the Builder on due notice to the Supervisor at the sole risk and expense of the Builder.
- 1.7 If a Defect is discovered during any test the Builder shall, after correcting such Defect, be required to make such further tests as may be necessary in extent and number to demonstrate and confirm the complete correction thereof *provided that* additional sea trials tests will not be required if the correction of any such Defect can be verified in shop or dock tests, and the sole and direct risk and expense of all such further or additional tests shall be borne by the Builder.
- 1.8 The term "**Defect**" means:
- (i) any defect in the Ship or in any Part installed or incorporated in, stowed on or otherwise delivered with the Ship (including work relating to the installation of Buyer's Supplies installed by the Builder or its subcontractors) which is due to incomplete or defective materials, workmanship, construction or design or any

failure to comply with the relevant recommendations of any subcontractors or other parties,

- (ii) any inherent vice, breakdown, incompleteness, omission or other deficiency of the Ship or any Part,
- (iii) any failure of the Ship or any Part or any aspect of the building work to comply with any of the requirements of this Contract, the Specification or the Plans, or the requirements of any of the subcontractors used in connection with this Contract, or
- (iv) the existence of any condition, notation, qualification, recommendation, reservation or restriction in relation to any certificate issued by the Classification Society or any Regulatory Authority,

*provided that* the term "**Defect**" shall not include any fault in any of the Buyer's Supplies which were properly received, handled, installed or incorporated in, stowed on or otherwise delivered with, the Ship by the Builder in accordance with the requirements of this Contract, the Specification and the Plans.

1.9 After all tests have been satisfactorily performed and completed, the Builder shall:

- (i) take the Ship to the sea port referred to in Article 1, Clause 1.1(i)(e) and open up such machinery as (a) the Classification Society and/or the Regulatory Authorities may require and/or (b) the Buyer may reasonably require, for post-tests inspection and examination;
- (ii) correct any Defects then appearing in such machinery; and
- (iii) close, connect, retry and retest the machinery, as appropriate, and then make the Ship ready for service, and

thereafter the Buyer may require a final post-tests examination and inspection at which the Builder shall demonstrate and confirm to the Buyer the complete correction of any and all Defects in such machinery.

1.10 Not later than two (2) weeks before the anticipated Delivery Date, the Builder and the Buyer shall prepare and agree a final punch list of items which the Buyer considers defective from the perspective of first class shipping and/or shipbuilding practice and, subject always to Article 7 Clauses 1.5 and 1.6, the Builder shall be obliged to rectify such items before delivery.

1.11 No later than twelve (12) months before the anticipated Delivery Date, the Builder and the Buyer shall in good faith discuss and agree upon the parameters (which including timelines and numbers of persons) and bases by reference to which the Buyer may send additional representatives and crew members to the Shipyard and the Builder's facility at the Delivery Port in order to attend tests and for familiarisation, training and other usual pre-delivery purposes.

## 2. **LIQUIDATED DAMAGES**

2.1 The Builder agrees that certain Defects and certain delays in the delivery of the Ship shall result in the reduction of the Contract Price by way of the liquidated damages provided for in this Clause 2.

- 2.2 The guaranteed trial speed ("GTS") of the Ship at a mean moulded draft of [\*] shall be [\*] and shall be demonstrated by the Builder during the sea trials tests under the conditions described in section G.2.5 of the Specification. If at any time the Builder anticipates that, or if the sea trials tests demonstrate that, there will be a deficiency in the GTS the Builder shall promptly develop and provide the Buyer with a proposal to remedy the deficiency at the Builder's cost.
- 2.3 If the Builder fails to remedy any deficiency in the GTS before delivery, the Builder shall have no liability to the Buyer if the actual speed of the Ship as determined during the final sea trials tests is up to [\*] below GTS but commencing with a deficiency of more than [\*] in actual speed below the GTS the Contract Price shall be reduced by way of liquidated damages as follows: (i) for [\*], a total sum of [\*]; (ii) for [\*], a total sum of [\*], with fractions of a knot being calculated in proportion *provided that* if the Defect in the actual speed of the Ship is more than [\*] below the GTS, then the Buyer may, at its option, either accept the Ship at a reduction in the Contract Price for such Defect of [\*] or reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9.
- 2.4 The guaranteed fuel consumption ("GFC") of each of the diesel engines of the Ship at [\*] power of MCR without attached pumps shall be [\*] plus a [\*] margin and a calorific value of fuel oil of [\*] in ISO conditions and shall be demonstrated by the Builder in tests conducted at the engine manufacturers' test bed.
- 2.5 If the Builder fails to remedy any deficiency in the fuel consumption of the Ship's diesel engines before delivery the Contract Price shall be reduced by way of liquidated damages by the sum of [\*] for each [\*] increase in fuel consumption above GFC up to a maximum of [\*] over the GFC with fractions of every [\*] being calculated in proportion *provided that* if the fuel consumption is more than [\*] above the GFC, the Buyer may, at its option, either accept the Ship at a reduction in the Contract Price for such Defect of [\*] or reject the relevant engine(s) (without prejudice to its other rights with respect to the Ship).
- 2.6 The guaranteed deadweight capacity of the Ship shall be [\*] under the conditions defined in sections G.2.3 and G.2.4 of the Specification and shall be demonstrated by the Builder in the specified deadweight capacity test.
- 2.7 If the Builder fails to remedy any deficiency in the Ship's deadweight capacity before delivery, the Builder shall have no liability to the Buyer if the actual deadweight capacity of the Ship as determined in accordance with the Specification is less than [\*] below the guaranteed deadweight capacity but the Contract Price for the Ship shall be reduced by way of liquidated damages by the sum of [\*] for each full metric ton of such deficiency being more than [\*] up to a maximum deficiency of [\*] at a draft of not more than [\*] even keel with fractions of each metric ton being calculated in proportion *provided that* if the actual deadweight deficiency at a mean moulded draft of not more than [\*] even keel is more than [\*], the Buyer may, at its option, either accept the Ship at a reduction in the Contract Price of [\*] for such Defect or reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9.
- 2.8 The guaranteed cabin capacity of the Ship shall be as defined in sections G.2.2.1 and G.2.2.2 of the Specification and no change shall be made to such cabin capacity without the Buyer's prior written consent. If the number of completed and fully habitable cabins of any of the passenger or crew grades referred to in Clause 2.1 (iii) and (iv) of Article 1 is lower than the number of cabins specified for any such grade, subject to the following provisos the Buyer will accept the Ship with a to be agreed reduction in the Contract Price for the Ship calculated on a fair and reasonable basis so as to compensate the Buyer for its estimated loss directly and naturally resulting, in the ordinary course of events, from the relevant cabin

deficiency *provided that* (i) if the shortfall in the number of completed and fully habitable cabins (irrespective of the grades of cabins involved) exceeds 10 cabins, or (ii) if the parties are unable to agree upon a reduction in the Contract Price the Buyer may reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9. For the purposes of this Clause 2.8 sound and vibration effects shall be excluded when evaluating whether or not a cabin is fully habitable, such effects being regulated by Clauses 2.9 to 2.12 of this Article.

- 2.9 The Builder will carry out its works so that at the time of delivery of the Ship under this Contract, and after taking into account the maximum allowed deviations and tolerances referred to in section G.5.2 of the Specification, the Ship shall fulfil the same requirements in relation to noise levels, sound insulation, impact sound insulation and vibration levels (the "**S&V Requirements**") as are defined by the Classification Society for its notations *CRN (1)* and *CRN (2)*, as far as applicable pursuant to the Specification.
- 2.10 If the S&V Requirements are not fulfilled in any of the passenger or crew cabins or in any other of the spaces referred to in section G.5.2 of the Specification then, before delivery of the Ship, the Builder shall take all such remedial steps and carry out all such further tests and measurements as shall be reasonably required to demonstrate the complete and permanent correction of the relevant deficiencies.
- 2.11 If, after the steps taken by the Builder pursuant to Clause 2.10, the S&V Requirements are not fulfilled in any of the passenger or crew cabins or in any other of the spaces referred to in section G.5.2 of the Specification then, subject always to the Buyer's rights under Clause 2.12, at delivery of the Ship the Builder shall be liable to compensate the Buyer for such deficiencies through an agreed reduction in the Contract Price.
- 2.12 If, after the steps taken by the Builder pursuant to Clause 2.10, the S&V Requirements are not fulfilled in: (a) any of the top grades of passenger cabins (meaning penthouse suites, courtyard suites and corner suites); or (b) in [\*] of the other passenger cabins, irrespective of the grade(s); or (c) in [\*] of spaces referred to in section G.5.2 of the Specification, then the Buyer may, at its option, either accept the Ship at an agreed reduction in the Contract Price or the Buyer may reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9.
- 2.13 All reductions in the Contract Price provided for under any of Clauses 2.3, 2.5, 2.7, 2.8, 2.11 and/or 2.12 shall be determined on delivery of the Ship and made by means of set-off and deduction from the payments to be made by the Buyer on delivery of the Ship.
- 2.14 The Builder: (i) acknowledges that the Buyer intends to arrange for the Ship's maiden cruise with fare paying passengers to be held on the Ship's relocation voyage from the Delivery Port; (ii) acknowledges that it is imperative for the Ship to be ready at the time, and in the condition, provided for in this Contract so as to enable the Buyer to fulfil its commitments in relation to the Ship's maiden cruise; (iii) agrees to do all it can to assist the Buyer to fulfil its commitments in relation to the Ship's maiden cruise; and (iv) acknowledges that if delivery of the Ship is not made on the Delivery Date, the Buyer will suffer loss and damage (including reputational damage) in amounts which are extremely difficult to quantify in advance and agrees that the per day sums set out in Clause 2.15 represent a genuine and reasonable pre-estimate of the Buyer's loss and damage for each day of delay in delivery of the Ship beyond the Delivery Date.
- 2.15 If delivery of the Ship is delayed beyond the Delivery Date, then subject to a grace period which will expire at midnight in Papenburg on the [\*], the Builder shall pay liquidated damages for each calendar day (or pro-rata for each part of a calendar day) of delay in delivery, calculated as follows: for the first [\*] of delay, counting from midnight Papenburg

on the [\*], the liquidated damages for delay shall be calculated at the rate of [\*] per day; and thereafter, until delivery of the Ship is actually made or this Contract is terminated, the liquidated damages for delay shall be calculated at the rate of [\*] per day.

- 2.16 If the delay in delivery of the Ship continues for [\*] then, in such event, the Buyer may at any time thereafter terminate this Contract pursuant to Clause 2 in Article 9.
- 2.17 If the delay in delivery of the Ship continues for [\*], and provided the Buyer has not by then elected to terminate this Contract, the Builder may (by written notice) require the Buyer to make an election in which case the Buyer shall - within [\*] after its receipt of the Builder's notice - notify the Builder in writing of its intention either to terminate this Contract or to consent to the acceptance of the Ship at an agreed future date on the basis that the Buyer shall remain entitled to all liquidated damages which would otherwise have been payable or allowable by the Builder; it being further understood that, if the Ship is not delivered by such agreed future date, the Buyer shall have the same right of termination upon the same terms and conditions as set out above. If the Buyer fails to make an election as specified above within the relevant [\*] period, the Buyer shall be deemed to have consented to the Ship being delivered at the future date proposed by the Builder.

2.18 Payment of the liquidated damages referred to in Clause 2.15 shall be made by the Builder to the Buyer as follows:

- (i) the Builder's first payment shall be made on the earlier of (a) the [\*] after delivery of the Ship has been delayed beyond the Delivery Date and (b) the date on which actual delivery of the Ship is made; and
- (ii) thereafter the payments shall be made every [\*] commencing on the [\*] after the end of the [\*] period mentioned in Clause 2.18 (i),

and continuing on the last day of each succeeding [\*] period thereafter until the day on which delivery of the Ship is actually made or this Contract is terminated at which time the Builder shall pay the entire remaining amount due under Clause 2.15.

2.19 The parties acknowledge and agree that:

- (i) the Contract Price reductions and payments provided for in this Clause 2 are cumulative; and
- (ii) subject always to the guarantee provisions in Article 7 Clause 2 and to the termination provisions in Article 9 Clause 2, the Contract Price reductions and payments provided for in this Clause 2 shall be the only compensation recoverable by the Buyer in respect of the Defects and the delay in delivery to which they relate and, in particular, the Builder shall not be liable for any consequential losses resulting from such Defects or such delay in delivery.

**(End of Article 6)**

**ARTICLE 7: DELIVERY AND GUARANTEE**

**1. DELIVERY AND ACCEPTANCE**

1.1 The date on which the Ship shall be ready for delivery is [\*] (the "**Delivery Date**"). The Ship shall not be delivered before the Delivery Date without the express written approval of the Buyer. When:

- (i) the Builder has completed the building work in conformity with this Contract, the Plans and the Specification;
- (ii) all tests have been performed and completed in a manner satisfactory to the Buyer;
- (iii) the Ship has been freed from all Defects (apart from Defects which qualify as minor and insignificant Defects, as defined in Clause 1.6, and Defects for which there will be a reduction in the Contract Price in accordance with Article 6 Clause 2); and
- (iv) the Ship (a) has been cleaned and prepared (in accordance with the Builder's usual practices and to their usual standards for ships of this type) to take on a full complement of passengers, officers, crew and staff, and (b) is in all other respects ready to commence operations as a luxury cruise ship,

the Builder shall tender the Ship for delivery to the Buyer safely afloat alongside a safe and accessible quay at the Delivery Port where there must be sufficient water for the Ship always to remain afloat and from where there must be direct, free, unimpeded, safe and lawful access to international waters *provided that* the Builder shall have given to the Buyer not less than (a) 365 (three hundred and sixty five) days, 180 (one hundred and eighty) days, ninety (90) days prior written notice of the date on which the Builder in its good faith assessment expects to tender the Ship for delivery to the Buyer in accordance with this Contract, and (b) 15 (fifteen) days definite prior written notice of the date on which the Builder will tender the Ship for delivery to the Buyer in accordance with this Contract.

1.2 The Builder shall deliver the Ship to the Buyer free and clear of all encumbrances whatsoever.

1.3 On delivery of the Ship the Builder shall also deliver the following documents (together, the "**Delivery Documents**"):

- (i) a protocol of delivery and acceptance in a mutually agreed form confirming delivery of the Ship to, and acceptance and taking possession of the Ship by, the Buyer pursuant to this Contract, executed in duplicate by the Builder and stating the date and (local) time of such delivery and acceptance;
- (ii) a declaration of warranty by the Builder in a mutually agreed form confirming that the Ship is delivered to the Buyer free and clear of all encumbrances whatsoever (including, without limitation, all liabilities of the Builder to the Refund Guarantors, the Builder's financiers and its subcontractors, and all liabilities arising from the construction of the Ship or the operation of the Ship for the purposes of the tests or otherwise before delivery) and that the Ship is absolutely free of all burdens in the nature of imposts, taxes or other charges imposed by the national, provincial, local or port authorities of the country where the Ship was built and (if different) the country in which the Ship is delivered to the Buyer, executed in triplicate and notarised and legalised in accordance with the Buyer's instructions;
- (iii) a detailed inventory showing the machinery and equipment installed on the Ship and the spares, stores and other consumable items delivered with the Ship;

- (iv) the makers' certificates, subcontractors' instruction books, and all of the Classification Society, trading and other certificates (each free of conditions, qualifications, recommendations, reservations and restrictions) required to be supplied upon delivery of the Ship pursuant to this Contract and the Specification;
  - (v) a protocol showing the results of the tests;
  - (vi) a non-registration or deletion certificate issued by the District Court of Emden, Germany;
  - (vii) a commercial invoice for the Ship and all other amounts payable by the Buyer on delivery;
  - (viii) a builder's certificate and a bill of sale, each in a form acceptable to the Buyer, each executed in quadruplicate and notarised and legalised in accordance with the Buyer's instructions, and such other written instruments (each notarised and legalised in accordance with the Buyer's instructions) as may be necessary or desirable, in the reasonable opinion of the Buyer, to confirm that full and clean title in the Ship has been vested in the Buyer;
  - (ix) a full set of the specified construction documents (each in three (3) white prints, one of each of which will be on board the Ship at delivery);
  - (x) one CD-ROM of the principal delivery drawings and plans relating to the Ship approved by the Classification Society;
  - (xi) such further certificates and/or other documents as may be necessary or desirable, in the reasonable opinion of the Buyer, in connection with the Buyer's ownership, registration and/or financing of the Ship;
  - (xii) such documents as may be necessary or desirable, in the reasonable opinion of the Buyer, to prove the authority of the Builder's representatives below senior management to sign the documents to be executed on behalf of the Builder in connection with delivery of the Ship.
- 1.4 If, at the time when the Builder tenders delivery of the Ship to the Buyer, the Ship is complete (meaning that she has been designed, engineered, built, launched, equipped, outfitted, finished and tested in accordance with this Contract and the Specification), and if such tender is accompanied by a tender of delivery of a complete and proper set of the Delivery Documents, the Ship and the Delivery Documents (including any interim documents if the requirements of minor and insignificant defects are met and *provided that* the Builder has used its best efforts to obtain final documents before delivery) shall thereupon be accepted by the Buyer but if, at such time, the Ship and/or the Delivery Documents are not complete, the Buyer shall be entitled to refuse acceptance of the same by delivering to the Builder, within two (2) working days from (and including) the date of such tender, a written notice describing those aspects of the Ship and/or the Delivery Documents which are not complete. Any final documents not delivered to the Buyer at delivery of the Ship shall be delivered as soon as practicable thereafter and in any event within a period that is reasonably acceptable to the Buyer.
- 1.5 Notwithstanding any provision to the contrary in this Clause 1, if the Ship is complete but for minor and insignificant Defects, the Buyer shall accept delivery subject to:
- (i) an agreed reduction in the Contract Price; or

- (ii) in the Buyer's option, the Builder undertaking to correct - at the Builder's entire risk and expense, without any interruption to the Ship's service to its passengers, and in accordance with a remedial plan and timetable acceptable to the Buyer (acting reasonably) – the minor and insignificant Defects described in a list which shall be prepared by the Buyer and agreed with the Builder at or before delivery.
- 1.6 The expression "**minor and insignificant Defects**" means those Defects which in and of themselves until they have been remedied, and which in the course and process of being remedied:
- (i) do not and will not adversely affect the seaworthiness of the Ship; or
  - (ii) do not and will not prevent the unrestricted use of the Ship in its intended service and purpose; or
  - (iii) do not and will not (a) prevent the use of any of the Ship's cabins and public areas, or (b) in any other way adversely affect the comfort and safety of the Ship's passengers; or
  - (iv) do not and will not affect the safety of the Ship's crew members or their ability to carry out their duties in a safe working environment and with appropriate accommodation; or
  - (v) do not and will not adversely affect the operational efficiency of the Ship; or
  - (vi) do not and will not involve any condition, qualification, recommendation, reservation or restriction in relation to any certificate issued (or to be issued) by the Classification Society or any Regulatory Authority or any other specified person which in the opinion of the Buyer (acting in good faith) is or could be material in a commercial or technical sense.
- 1.7 Acceptance of the Ship by the Buyer shall be accomplished by:
- (i) the delivery to the Builder of a counterpart of the protocol of delivery and acceptance duly executed by the Buyer; and
  - (ii) payment by the Buyer to the Builder of that part of the Contract Price which the Buyer is required to pay upon delivery of the Ship pursuant to Clause 2.1(v) in Article 8.
- 1.8 The Buyer may (but shall not be obliged to) identify in the list described in Clause 1.5(ii) any Defects which are known by the Buyer to exist in the Ship at the time that the Ship is accepted, and all such Defects (whether or not identified or otherwise noted), shall thereafter be deemed to be, and shall be treated as, Defects arising and reported during the Guarantee Period.
- 1.9 The Buyer shall be afforded five (5) days free of any wharfage or any other charge, and up to three (3) further days at the usual wharfage fee charged by the relevant port authority, within which to remove the Ship from her point of delivery.
- 1.10 Lubricating oil left in storage tanks, and diesel and fuel oil remaining on board, at delivery of the Ship shall be inventoried by the Builder and the Buyer shall pay for them at the Builder's actual cost price *provided that* the Builder shall remove all waste-oil and sludge from the Ship at the Builder's risk and expense prior to delivery.

- 1.11 In every instance in which a right or obligation or the computation of any period of time under this Contract is in any manner or to any extent dependent upon delivery of the Ship, delivery shall not be deemed to have occurred unless and until the Ship and the related Delivery Documents have been accepted by the Buyer under this Clause 1.
- 1.12 Acceptance of the Ship and the related Delivery Documents by the Buyer under this Clause 1:
- (i) shall signify that the Buyer has taken possession and the risk of loss of the Ship and the related Delivery Documents as of the time and date set out in the protocol of delivery and acceptance and that the Builder may terminate the Insurances; and
  - (ii) shall not be deemed to constitute a waiver of or otherwise prejudice any of the Buyer's rights under Clause 2 with respect to any Defect, whether known or unknown, and whether or not noted in any document delivered in connection with delivery and acceptance of the Ship, which may exist in the Ship at the time it is accepted by the Buyer, and any such Defect may be reported to, and shall be corrected at the sole and direct risk and expense of, the Builder as provided in Clause 2.
2. **GUARANTEE**
- 2.1 Subject to the provisions of this Clause 2, the Builder guarantees:
- (i) the Ship's main engines and certain components of the azipod system (namely: the pod, the converter, trafo and main switchboard parts) against all Defects for the period of seven hundred and thirty (730) days; and
  - (ii) the Ship and all other Parts against all Defects for the period of three hundred and sixty five (365) days,
- (subject to any extension thereof as provided for in this Clause 2) from the date of the Ship's actual delivery to the Buyer under Article 7 (the **Guarantee Period**).
- 2.2 In calculating the length of the Guarantee Period there shall be excluded any day(s) during which the Ship is prevented from entering or is taken out of service solely on account of any Defect in the Ship or in any Part for which the Builder is responsible under this Clause 2.
- 2.3 Where any Defect in the Ship or any Part (including the main engines or azipod system as defined in subclause 2.1(i) above) is corrected during or after the Guarantee Period, the Builder's guarantee under this Clause 2 shall apply to such correction for the longer of three hundred and sixty five (365) days from the date on which the correction was completed and the end of the relevant period specified in subclause 2.1(i) and 2.1(ii) above so that the Guarantee Period for the items referred to in subclause 2.1(i) shall not exceed one thousand and ninety five (1095) days and the Guaranteed Period for the items referred to in subclause 2.1(ii) shall not exceed seven hundred and thirty (730) days.
- 2.4 If any corrective works made or agreed to be made during or after the Guarantee Period (or any extension thereof under Clause 2.3) indicate any recurring Defect, the Builder shall:
- (i) investigate the same on the basis of a potential design Defect; and
  - (ii) ascertain the source of such recurring Defect and notify the Buyer thereof; and
  - (iii) correct such recurring Defect, and the source thereof, in order to avoid a continuation or repetition of such recurring Defect.

- 2.5 The Builder shall not be responsible for the correction of any Defect if it is due to:
- (i) perils of the sea, accident (but excluding any accident caused by any Defect), negligence (but excluding negligence on the part of the Builder), or improper maintenance or handling (including, without limitation, overloading) of the Ship or any Parts; or
  - (ii) use of fuels or lubricants not recommended by the relevant manufacturer; or
  - (iii) ordinary wear and tear; or
  - (iv) any fault in (or caused by) any Buyer's Supplies which were properly (a) received, (b) handled, (c) installed or incorporated in, (d) stowed on, or (e) otherwise delivered with the Ship by the Builder in accordance with all of the requirements of this Contract, the Plans and the Specification.
- 2.6 The Buyer shall give written notice to the Builder as soon as possible and in any event within fourteen (14) days after the discovery of any Defect for which a claim is made under this Clause 2 and, a copy of each such notice shall also be given to the guarantee engineer, who shall acknowledge receipt by his signature thereof. The Buyer's notice shall give full details (so far as possible) as to the nature of the Defect and the extent of any damage caused thereby.
- 2.7 Within thirty (30) days after the end of the Guarantee Period, the Buyer (in consultation with the guarantee engineer) will draw up, and send to the Builder, a list identifying every Defect for which a claim is to be made under this Clause 2 *provided that* this Clause 2.7 will not preclude the Buyer from giving notice to the Builder of, and making claims in respect of, any Defect which is covered by the Builder's guarantee under Clause 2.3.
- 2.8 Each Defect will be corrected by the Builder as soon as reasonably practicable (and shall be scheduled so as to minimise disruption to the Ship's service and the availability of cabins, public rooms and areas, and other passenger facilities) or, at the Buyer's option, under the instruction or supervision of the Builder at a suitably qualified shipyard or workshop selected by the Buyer and approved by the Builder (such approval not to be unreasonably withheld or delayed), and in each case the Builder shall bear and pay:
- (i) the cost of all equipment, parts and materials required to correct the Defect (including, without limitation, the cost of delivering the same to the selected shipyard or workshop by airfreight if the Buyer reasonably so requires, and the cost of returning any defective equipment, parts and materials);
  - (ii) the cost of all labour required to correct the Defect including, without limitation, the expenses of independent contractors in travelling to the Ship;
  - (iii) the cost of any necessary underwater inspection of the Ship by divers; and
  - (iv) where the Ship is drydocked solely on account of the need to investigate or correct any Defect in the Ship's external underwater parts at any time before the Ship's first scheduled drydocking after delivery, the fuel costs of taking the Ship from her berth to the nearest available dry-dock and vice versa, the drydocking costs and the costs of correcting any such Defect.

For the avoidance of doubt, in view of the intended area of the Ship's operation during the Guarantee Period, the Builder will not be entitled to require the Ship to be returned to any of the Builder's facilities for the correction of any Defects.

- 2.9 Where the Buyer discovers any Defect which (in the reasonable opinion of the Buyer) requires correction on an urgent basis, the Buyer will (acting in good faith) give such notice to the Builder as is practicable in the circumstances then prevailing (the intention being that the Builder shall have a reasonable opportunity to obtain necessary remedial instructions from the relevant sub-contractor(s) and to relay such instructions to the Buyer) and thereafter the necessary corrective works may be carried out by the Ship's crew or, if practicable having regard to the degree of urgency, by the nearest suitably qualified shipyard or workshop selected by the Buyer, and in each such case the Builder shall reimburse the Buyer for the costs described in Clause 2.8(i), (ii), (iii) and (iv) above.
- 2.10 At the Buyer's request from time to time within the period commencing on delivery of the Ship and ending with final completion of all corrective works to be made by the Builder under this Clause 2, the Builder will:
- (i) assign to the Buyer, to the fullest extent possible and without any charge to the Buyer, that part of every warranty or guarantee made or given by any sub-contractor with respect to any design, workmanship or Part which extends beyond the Guarantee Period or which is otherwise more favourable to the Buyer than the guarantee of the Builder under this Clause 2; or
  - (ii) if it is not possible fully and effectively to assign the relevant part of any such warranty or guarantee, hold and enforce the relevant warranty and guarantee as trustee and agent for the Buyer and promptly account to the Buyer for all monies received in or pursuant to the holding or enforcement of any such warranty or guarantee.
- 2.11 The Builder shall, at its sole risk and expense (except for the cost of suitable accommodation and food on board the Ship which shall be supplied free of charge by the Buyer), employ and place a suitably qualified and experienced English-speaking guarantee engineer acceptable to the Buyer on board the Ship for the first three hundred and sixty (365 days) from delivery and thereafter as necessary until the Builder has corrected every Defect to which this Clause 2 applies. If the Builder should so request at delivery, the Buyer will also make one double cabin available for a second guarantee engineer and/or fitters for up to three (3) months after delivery. In addition, if during the Guarantee Period referred to in Clause 2.1(i), there are any Defects relating to the engines or the azipod system the Builder shall arrange (on the same basis as is set out above) for a guarantee engineer to attend on board the Ship as and when required by the Buyer.
- 2.12 If:
- (i) any Defect in the Ship's external underwater parts is discovered during the Guarantee Period or the period of thirty (30) days referred to in Clause 2.7; or
  - (ii) any Defect in the Ship's external underwater parts is discovered during the Ship's first scheduled drydocking after delivery (which is to commence not later than thirty six (36) months after delivery *provided that* if the Ship is not drydocked within twenty four (24) months after delivery, the Buyer and the Builder will jointly make an in-water inspection of the Ship's underwater parts within twenty four (24) months after delivery) and either the Builder accepts that the Defect arose during the Guarantee Period or the Builder is unable to prove that the Defect arose after the end of the Guarantee Period,

the Builder shall be responsible for such Defect and the correction thereof in accordance with this Clause 2 *provided that* the Buyer shall bear and pay for the haul day and any

drydocking costs incurred in the ordinary course of the Ship's normal drydocking maintenance and the Builder, in addition to the costs of all necessary corrective works, shall bear and pay for such additional drydocking day(s) as may be required to correct such Defect.

2.13 Without prejudice to the Builder's obligations and liabilities under the other provisions of this Clause 2, the Builder shall not be responsible for any loss or damage caused by any Defect except:

- (i) that, in addition to the other guarantee obligations specified in this Clause 2, the Builder shall be obliged to correct (or, as provided for in the preceding paragraphs of this Clause 2, pay for the correction of) any equipment or part of the Ship that is damaged as a direct result of any Defect covered by the Builder's guarantee under this Clause 2;
- (ii) for any loss or damage directly caused by the Builder's correction of any Defect;
- (iii) for any loss or damage directly caused by the wrongful refusal or failure of the Builder or its subcontractors to correct (or authorise the correction) of any Defect, and
- (iv) for any increase in premium or any loss of rebate incurred by the Buyer as a result of any claims being made on the Buyer's insurance policies for the Ship in respect of any loss or damage referred to in this Clause 2.13

provided always that the Builder's maximum liability in respect of any claim made against it by the Buyer under this Clause 2.13 shall not exceed the sum of €1,153,582 (one million one hundred fifty three thousand five hundred eighty two euros) per Defect.

2.14 The Builder further guarantees the Ship against any latent Defects which the Buyer can demonstrate existed at the time of the Ship's delivery to the Buyer but which were not apparent during the Guarantee Period. If the Buyer discovers any latent Defects after the expiry of the Guarantee Period, the Guarantee Period shall be deemed to be extended in respect of such Defects and the Builder shall be obliged to correct (or pay for the correction of) such Defects in accordance with the foregoing provisions of this Clause 2 provided always that:

- (i) the Buyer shall give written notice to the Builder as soon as possible (and in any event within fourteen (14) days) after the discovery of any latent Defect for which a claim is made under this Clause 2.14, and such notice shall give full details (so far as possible) of the nature of the latent Defect and the extent of any damage caused thereby;
- (ii) the Buyer shall have the burden of establishing that the Defect is a latent Defect within the meaning set out above, failing which the Builder shall have no liability in respect thereof;
- (iii) the Builder shall be under no obligation in respect of any latent Defect unless written notice thereof has been received by the Builder by midday (Papenburg time) on the day falling thirty six (36) months from the date of the Ship's actual delivery to the Buyer; and
- (iv) the provisions of this sub Clause relating to latent Defects do not apply to paintings or coatings.

2.15 Subject to the other express provisions of this Contract, the Builder shall not be responsible for any loss of profit or other consequential losses suffered by the Buyer.

**(End of Article 7)**

**ARTICLE 8: CONTRACT PRICE AND PAYMENT TERMS**

**1. CONTRACT PRICE**

1.1 The Contract Price for the Ship:

- (i) shall be €801,220,000 (eight hundred one million two hundred twenty thousand euros);
- (ii) is a fixed price and may be adjusted only in strict accordance with, and subject to, the express provisions of this Contract;
- (iii) includes a lump sum allowance (the "**Buyer's Allowance**") in the amount of [\*] in respect of (a) Buyer's Supplies from time to time purchased by or at the direction of the Buyer and (b) other costs from time to time expended by or at the direction of the Buyer in connection with construction of the Ship, which amount shall be paid by the Builder to the Buyer in accordance with Clause 2.8 below; and
- (iv) the Contract Price includes a provision for cost savings in the amount of [\*] (the "**Target Saving**") to be agreed upon between the Builder and the Buyer by July 23, 2014. Any such agreed cost savings are to be handled as an AOM. If and to the extent that the Builder and a Buyer are not able to agree on cost savings in the amount of the Target Saving by such date, the Contract Price shall be increased (but without application of any contractual or other profit margin for the Builder) by the difference between the amount of the cost savings agreed between the parties and the amount of the Target Saving.

1.2 For the avoidance of doubt, the Contract Price includes:

- (i) the cost of the Ship, completed in accordance with the requirements of this Contract;
- (ii) the cost of all building work and the cost of all tests and trials of the Ship to be performed by, or on behalf of, the Builder;
- (iii) the cost of procuring the classification notation for the Ship, and of obtaining all certificates and other documents which are required to be delivered pursuant to this Contract; and
- (iv) all other costs and expenses of the Builder as provided for herein or otherwise incurred by the Builder unless expressly provided for in this Contract as being for the Buyer's account.

1.3 No commission of any kind whatsoever is or will be payable (whether directly or indirectly) by or to any person in relation to or in connection with this Contract or any of the business transactions described in or contemplated by this Contract.

**2. PAYMENTS**

2.1 Payment of the Contract Price shall be made to the Builder as follows:

- (i) [\*], within [\*] after the Effective Date;
- (ii) [\*], on the date falling [\*] before the Delivery Date;
- (iii) [\*], on the date falling [\*] before the Delivery Date;

- (iv) [ \* ], on the date falling [ \* ] before the Delivery Date or (if later) the date expressly agreed in writing by the parties, or determined by an Expert appointed under Article 13 Clause 1.2, to be the date on which the Ship is expected to be ready for delivery in accordance with this Contract; and
  - (v) the balance of the Contract Price, on delivery of the Ship and the Delivery Documents to, and their acceptance by, the Buyer in accordance with the provisions of this Contract.
- 2.2 The Builder shall by not less than fourteen (14) days advance written notice advise the Buyer of the date upon which each of the payments referred to sub-clauses 2.1(ii) to (iv) shall become due and payable and, in addition, the notice given in relation to sub-clause 2.1(v) will show (in reasonable detail and on an open-book basis) the Builder's calculation of the balance of the Contract Price payable on delivery of the Ship and, in particular, the amounts of any reductions in or additions to the Contract Price occasioned by the terms and conditions of this Contract.
- 2.3 The Buyer's obligations to make the payments referred to in sub-clauses 2.1(i) to (iv) shall, in the case of each such payment, be subject to and conditional upon the Buyer's receipt of:
- (i) the Builder's invoice for the relevant payment;
  - (ii) an irrevocable guarantee for the relevant payment in the form of two refund guarantees, the first to be in respect of the amount of the relevant instalment minus the relevant amount of the Buyer's Allowance under Clause 2.8 (the "**Refund Guarantee**"), and the second to be in respect of the relevant amount of the Buyer's Allowance (the "**Buyer's Allowance Refund Guarantee**"), each to be issued in favour of the Buyer by a refund guarantor ("**Refund Guarantor**") which qualifies as an Acceptable Issuer securing the refund to the Buyer of the relevant payment together with interest thereon at the relevant rate calculated from the date of the Builder's receipt of such payment to the date of the Buyer's receipt of the refund, and each such guarantee to be in the terms of the draft set out in Schedule 2 (A) or (as applicable) Schedule 2 (B) or in such other terms as the Buyer, acting reasonably, may approve; and
  - (iii) a list of authorized signatures or equivalent evidence of the authority of the person(s) signing the guarantee on behalf of the Relevant Refund Guarantor.
- The Buyer's obligation to make the payment referred to in sub-clause 2.1 (v) shall be subject to and conditional upon the Buyer's receipt of the Builder's invoice for the relevant payment and the Builder's performance of the other delivery-related obligations provided for in this Contract.
- 2.4 The other payments from time to time due under this Contract shall be made as follows:
- (i) payment or credits for any modification(s) pursuant to Article 3 and/or any other amount(s) accruing prior to delivery (but for which no specific date is stipulated in this Contract) shall be made simultaneously with delivery of the Ship, and the amount(s) thereof shall be shown in the invoice to be issued and delivered by the Builder in respect of the Contract Price payment referred to in Clause 2.1(v);
  - (ii) any amount for which a specific payment date is stipulated in this Contract shall be paid on such date; and

- (iii) for any amount accruing after delivery in respect of a defect, payment shall be made as follows:
- (a) if the parties agree that the defect in question is a Defect, not later than fifteen (15) days after the Builder's receipt of an invoice for the Defect remedied pursuant to Clause 2 in Article 7; or
  - (c) if there is a Dispute as to whether the defect is a Defect on the date on which it is finally determined or adjudged to be a Defect under Article 13, together with interest thereon at the relevant rate calculated from the date of the Builder's receipt of an invoice for the Defect remedied pursuant to Clause 2 in Article 7 up to and including the date of the Buyer's receipt of the relevant amount.
- 2.5 Every amount from time to time due under this Contract but unpaid for longer than seven (7) days from (and excluding) the due date shall bear interest at the relevant rate from the due date up to and including the date of receipt by the party to which the amount is owed.
- 2.6 All amounts payable to the Builder under this Contract shall be paid directly to the Builder's Account, and payment shall be fulfilled upon irrevocable credit to such account. The Builder and the Buyer shall consult with each other about the mode of payment with a view to reducing the amount of any applicable bank transfer charges.
- 2.7 All payments made by the Buyer to the Builder before delivery and acceptance of the Ship shall be in the nature of advances to the Builder. Payments made by the Buyer shall not be construed as a waiver of the Buyer's rights subsequently to object to any of such payments or the underlying invoices issued by the Builder.
- 2.8 The Buyer's Allowance shall be accounted for and paid by the Builder as follows:
- (i) Upon its receipt of the first instalment of the Contract Price the Builder shall immediately pay to the Buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (ii) Upon its receipt of the second instalment of the Contract Price the Builder shall immediately pay to the Buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (iii) Upon its receipt of the third instalment of the Contract Price the Builder shall immediately pay to the Buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (iv) Upon its receipt of the fourth instalment of the Contract Price the Builder shall immediately pay to the buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (v) For each of the payments referred to in paragraphs (i) to (iv) above, the Buyer shall provide the Builder with a corresponding invoice. In each case, the invoice shall not require any specific explanation of paid or planned expenditures.

- (vi) At delivery of the Ship the Builder shall apply the balance of the Buyer's Allowance, in the amount of [\*], in or towards payment of any sums due to the Builder at delivery in respect of agreed modification costs.
- (vii) At delivery of the Ship the Buyer shall provide the Builder with a written statement (in such form as the Builder may reasonably request) signed by two directors or other authorized officers of the Buyer and describing the categories of items ordered by or on behalf of the Buyer, and the other expenditures made or to be made in respect of orders placed by or on behalf of the Buyer, the total value of each such category and the aggregate total value of such orders in respect of which the Buyer's Allowance has been applied during the construction period or is to be applied using the amounts referred to in paragraphs (i) to (iv) above and any remainder amount referred to in paragraph (viii) below.
- (viii) If any part of the Buyer's Allowance remains after the application referred to in paragraph (vi) above, at delivery of the Ship the relevant remainder amount shall, upon the Builder's receipt of the instalment of the Contract Price due at delivery, be paid by the Builder to the Buyer by way of a refund of the unutilized portion of the Buyer's Allowance, and the Buyer shall provide the Builder with a corresponding invoice for such payment.

2.9 All fees, costs and other charges whatsoever arising in connection with:

- (i) each guarantee issued under Clause 2.3 (including, without limitation, fees and other costs or charges payable to the relevant bank(s) and/or insurance company(ies) in respect of the issuance and maintenance thereof) shall be borne and paid by the Builder; and
- (ii) any payment made under this Contract shall be borne and paid by the paying party *provided that* any fees, costs or other charges levied by the receiving party's bank(s) (including correspondent banks, whether in Germany or elsewhere) shall be borne and paid by that party.

2.10 The euro is the currency of account and payment for each and every sum at any time due from either party to the other under or in connection with this Contract.

**(End of Article 8)**

**ARTICLE 9: TERMINATION**

**1. TERMINATION BY BUILDER**

- 1.1 Each of the following events shall be a "**Builder Termination Event**" for the purposes of this Contract:
- (i) if, without due cause, the Buyer fails to pay any part of the Contract Price under any of Clauses 2.1 (i), (ii), (iii), or (iv) in Article 8 on the due date for such payment and such failure is not remedied within fifteen (15) working days after the receipt by the Buyer of a written notice from the Builder notifying the Buyer of such failure and requesting remedial action; or
  - (ii) if, without due cause, the Buyer fails to accept delivery of (and pay the balance of the Contract Price for) the Ship within three (3) working days after the Ship and the related Delivery Documents have been duly tendered for delivery by the Builder in conformity with this Contract; or
  - (iii) if any of the following events or circumstances shall occur before the Buyer has accepted delivery of the Ship and paid the balance of the Contract Price (a) a final order shall be made or an effective resolution shall be passed for the winding up of either the Buyer or NCLC (otherwise than by a members' voluntary winding up for the purpose of an amalgamation or reconstruction on terms previously approved by the Builder, which approval shall not be unreasonably withheld or delayed), or (b) a receiver shall be appointed in respect of the whole or a substantial part of the undertaking of either the Buyer or NCLC, or (c) either the Buyer or NCLC shall suspend the payment of its debts, or (d) either the Buyer or NCLC shall make an arrangement or composition with its creditors generally or (e) either the Buyer or NCLC shall apply to any court for protection from its creditors generally or (f) either the Buyer or NCLC shall be unable, or shall admit its inability, to pay its debts as they fall due or shall become or shall be declared insolvent under any applicable law or (g) any distress, execution, attachment or other process shall affect the whole or any substantial part of the Buyer's business and assets and shall remain undischarged for a period exceeding 21 (twenty one) days or (h) the whole or a substantial part of the assets and business of either the Buyer or NCLC shall be subject to Compulsory Acquisition by the Bermudian government or any agency thereof for a period exceeding 30 (thirty) days or (i) anything analogous to or having a substantially similar effect to any of the events specified in (a) to (h) shall occur under the laws of any applicable jurisdiction.
- 1.2 At any time after a Builder Termination Event shall have occurred and be continuing, the Builder may, by notice to the Buyer, terminate this Contract whereupon:
- (i) title in the Buyer's Supplies owned by the Buyer which have been installed or incorporated in the Ship before termination, shall pass to the Builder; and
  - (ii) the Builder shall retain and apply (in the manner provided for in Clause 1.3) all payments previously made by the Buyer to the Builder under this Contract.
- 1.3 If the Builder terminates this Contract under Clause 1.2, the Builder shall endeavour to obtain the best market price reasonably obtainable for the Ship, the Parts and the Buyer's Supplies referred to in Clause 1.2 (i) by sale at public auction or tender or private sale, and shall apply the proceeds of sale (after deducting the necessary expenses of sale including the reasonable costs of completing the Ship for sale) and all amounts retained by the Builder under Clause 1.2 (ii) plus a credit for the value of Buyer's Supplies previously delivered by

the Buyer and either retained by the Builder or its subcontractors or sold by any of them, as follows:

- (i) firstly, in satisfaction of the balance due to the Builder under this Contract being (a) where the Ship is completed in accordance with this Contract and then sold, the unpaid parts of the Contract Price, or (b) where the Ship is sold in an uncompleted state, that proportion of the unpaid parts of the Contract Price which is required to reimburse the Builder's costs of the building work up to the cessation of such work, and (c) all other amounts payable by the Buyer to the Builder under the provisions of this Contract as at the date of termination; and
- (ii) secondly, in payment of the Builder's proved loss directly resulting from the Buyer's default; and
- (iii) thirdly, in payment of any remaining balance to the Buyer,

*provided that* if the total of such proceeds of sale, such retained amounts and such credit shall be less than the balance due to the Builder under paragraphs (i) and (ii) of this Clause 1.3, the difference shall be paid by the Buyer to the Builder.

## 2. TERMINATION BY BUYER

2.1 Each of the following events shall be a "**Buyer Termination Event**" for the purposes of this Contract:

- (i) if (a) at any time the construction of the Ship is suspended for a period of more than thirty (30) days in circumstances where the Builder would not be entitled to claim an extension of the Delivery Date under Clause 1 of Article 5 and the Buyer reasonably believes that the Builder will not be able to recover the lost time or (b) delivery has not been made, or it can with reasonable certainty be anticipated that delivery will not be made, for whatever reason or combination of reasons (excepting only one or more independent defaults by the Buyer), by the date falling 240 (two hundred and forty) days from [\*];
- (ii) if the Buyer becomes entitled to terminate this Contract under any of Clauses 2.3, 2.7, 2.8, 2.12, 2.16, or 2.17 in Article 6;
- (iii) if the Builder commits a material breach of any of its obligations under this Contract (including, without limitation, its obligations with respect to the achievement of Milestones) and fails to remedy any such breach within 30 (thirty) days after receipt of written notice from the Buyer requesting remedial action;
- (iv) if the Builder removes the Ship from the Shipyard, or if it assigns or transfers any of its rights or obligations under this Contract, or if it subcontracts the whole or any major part of the building work, except as expressly permitted by this Contract;
- (v) if (a) any guarantee issued in favour of the Buyer under this Contract, or the security thereby given, is or becomes wholly or partially invalid, ineffective or unenforceable or (b) any of the circumstances or events referred to in Clause 2.1 (vii) (a) to (f) affect any Refund Guarantor, unless the Builder replaces any such guarantee with a new guarantee which complies with Clause 2.3(ii) of Article 8 issued by a new Refund Guarantor that is an Acceptable Issuer within 28 (twenty eight) days after receipt of written notice from the Buyer requiring such replacement; or
- (vi) if either (a) the Builder shall fail at any time to effect or maintain the Insurances, or any insurer shall avoid or cancel the Insurances or the Builder shall commit any

breach of or make any misrepresentation in respect of the Insurances the result of which is to entitle the insurers to avoid the cover or otherwise to be excused or released from any or all of their liabilities thereunder, or (b) any of the Insurances shall cease for any reason whatsoever to be in full force and effect, unless the Insurances are re-instated or reconstituted in a manner meeting the requirements of this Contract within seven (7) days; or

- (vii) if (a) a final order shall be made or an effective resolution shall be passed for the winding up of the Builder (otherwise than by a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms previously approved by the Buyer, which approval shall not be unreasonably withheld or delayed), or (b) a receiver shall be appointed in respect of the whole or a substantial part of the undertaking of the Builder, or (c) the Builder shall suspend the payment of its debts, or (d) the Builder shall make an arrangement or composition with its creditors generally, or (e) the Builder shall apply to any court for protection from its creditors generally, or (f) the Builder any Refund Guarantor shall be unable, or shall admit its inability, to pay its debts as they fall due or it shall become or shall be declared insolvent under any applicable law, or (g) any distress, execution, attachment or other process shall affect the whole or any substantial part of the Builder's business or assets and shall remain undischarged for a period exceeding 21 (twenty one) days, or (h) the Ship or the whole or any substantial part of the Builder's business or assets shall be subject to Compulsory Acquisition by the German government or any agency thereof for a period exceeding 30 (thirty) days or (i) anything analogous to or having a substantially similar effect to any of the events specified in (a) to (h) above shall occur under the laws of any applicable jurisdiction.

2.2 At any time after a Buyer Termination Event shall have occurred and be continuing the Buyer may, by notice to the Builder, terminate this Contract and thereafter:

- (i) the Buyer may retain and/or claim from the Builder (which shall immediately pay to the Buyer) all liquidated damages paid or payable by the Builder to the Buyer under Clauses 2.14 to 2.18 in Article 6; and
- (ii) the Buyer may also claim from the Builder (which shall immediately refund to the Buyer) the aggregate of (a) all payments previously made by the Buyer to the Builder under this Contract together with interest thereon at the relevant rate calculated from the date upon which the Builder received each such payment to the date on which the refund is received by the Buyer, (b) the return of any Buyer's Supplies which have not been built into or installed on or in the Ship or which may be removed from the Ship, the Shipyard or other place(s) where they are stored and the Buyer's Supply Costs for all other Buyer's Supplies, and (c) all other amounts payable by the Builder to the Buyer under the provisions of this Contract at the date of termination; and
- (iii) if the Buyer's right to terminate this Contract (whether under Articles 4 and/or 9 or otherwise) becomes exercisable as a result of any negligence or wilful misconduct on the part of the Builder the Buyer shall, in addition to the payments referred to in sub-clauses 2.2(i) and (ii), be entitled to the proved loss directly resulting from the Builder's default.

2.3 If the Buyer elects to terminate this Contract under Clause 2.2 the Buyer may (at any time thereafter) elect to take title and possession of the Ship in its then state together with the Buyer's Supplies and all plans, machinery, equipment and other Parts appropriated or

allocated to the Ship, and to complete the Ship at the Shipyard (without being liable to the Builder for rent or other claims) or, in the Buyer's option, at another shipyard.

2.4 If the Buyer elects to take title and possession of the Ship under Clause 2.3 it may enter into one or more contracts with other parties to complete the Ship at the Shipyard or elsewhere and for such purposes the Buyer may remove the Ship together with the Buyer's Supplies and all equipment and other Parts appropriated or allocated to, or ordered for the Ship or, alternatively, it may use (to the extent it sees fit) any of the Shipyard facilities, plant, machinery, tools and all equipment and other Parts appropriated or allocated to, or ordered for, the Ship and in either case the Builder shall release (and, as necessary, procure the release of) the same to the Buyer free from all claims (including claims for rent) and encumbrances whatsoever against payment to the Builder of the unpaid balance of the Contract Price less the aggregate of:

- (i) the payments, refunds and other amounts referred to in Clause 2.2 (i), (ii) and (iii); and
- (ii) the Buyer's good faith estimate of the costs that it will incur in (a) moving the Ship (and the Buyer's Supplies and all related equipment and other Parts) to another shipyard and in having the Ship completed at such other shipyard or (b) in completing the Ship at the Shipyard.

2.5 If the Buyer elects to take title and possession in the Ship under Clauses 2.3 and 2.4 the Builder will, at the Buyer's direction from time to time, arrange for the following steps to be taken as soon as may be practicable:

- (i) the execution of all works and other steps required to permit the Ship, the Parts and the Buyer's supplies to be removed by the Buyer in an orderly and safe manner;
- (ii) the removal from the Ship of all employees and other representatives of the Builder and its subcontractors;
- (iii) the delivery to the Buyer of the Ship, the Parts, the Buyer's Supplies, all completed and partially completed portions of the building work, and all documents and other data required by the Buyer in connection with the building work previously done or the work to be done in order to complete the construction of the Ship;
- (iv) the vesting in the Buyer of all rights of the Builder under and in connection with the subcontracts and supply contracts made by the Builder in relation to the construction of the Ship; and
- (v) the provision to the Buyer and its contractors of all such other assistance as may be required to enable the Buyer to remove the Ship, the Parts and the Buyer's Supplies.

### 3. **TERMINATION BY EITHER PARTY**

3.1 Any event entitling a party to terminate this Contract in accordance with its express provisions shall constitute (as the case may be) either a repudiatory breach of, or breach of condition by the other party under, this Contract or an agreed terminating event the occurrence of which will (in any such case) entitle the relevant party to terminate this Contract and recover the amounts provided for in this Contract either as liquidated damages or as agreed sums deductible or payable on the occurrence of such event.

3.2 The Builder's receipt of all payments to be made by the Buyer under Clause 1.3 or, as the case may be, the Buyer's receipt of all payments to be made by the Builder and the Builder's performance of all other obligations to be performed by it under Clauses 2.2 to 2.5 shall discharge all obligations and liabilities of each of the parties to the other under this Contract save for any obligations and liabilities of either party arising under any of the provisions of: Article 4, Clause 3; Article 10, Clause 2; Article 11; Article 12; or Article 14, Clause 4.

**(End of Article 9)**

**ARTICLE 10: BUILDER'S REPRESENTATIONS, COVENANTS AND INDEMNITIES**

**1. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 1.1 The Builder acknowledges that the Buyer has entered into this Contract in full reliance on the representations set out in Clauses 1.2 and 1.3 and the Builder warrants that the statements contained in those Clauses are in all respects true and accurate.
- 1.2 Each party (in either case, the "**warrantor**") represents and warrants to the other party that:
- (i) all acts, conditions and things required to be done, fulfilled and performed in order (a) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Contract and (b) to ensure that the obligations expressed to be assumed by it in this Contract are legal, valid and binding have been done, fulfilled and performed; and
  - (ii) no legal proceedings have been started or (to the best of the warrantor's knowledge and belief) threatened which might have a material adverse effect on the warrantor's ability to perform its obligations under this Contract.
- 1.3 The Builder further represents and warrants to the Buyer:
- (i) that neither the execution of this Contract nor the exercise by the Builder of its rights and performance of its obligations under this Contract will result in any breach of any German or European Community law, regulation, rule, directive or treaty;
  - (ii) neither the Builder nor (to the best of the Builder's knowledge, information or belief) any other person has (whether directly or indirectly) offered or paid or agreed to pay or give commission of any kind whatsoever in relation to or in connection with this Contract or any of the business transactions described in or contemplated by this Contract; and
  - (iii) that it shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws, regulations, rules, directives and treaties of Germany and the European Community to enable it lawfully to enter into and perform its obligations under this Contract.

**2. INDEMNITIES**

- 2.1 The Builder shall indemnify fully, hold harmless and defend the Buyer and the other protected parties from and against all Losses which any of them may sustain or incur in respect of any personal injuries or other harm to or death of any person(s) or any damage to, or loss or destruction of, any property of any person(s), and which arise out of:
- (i) any acts, omissions or defaults on the part of (a) the Builder and/or (b) any of the Builder's subcontractors and/or (c) any of the respective officers, employees, workmen, agents or other representatives of the Builder or its subcontractors *provided that* this indemnity shall not (aa) extend to any Losses to the extent they are caused by the negligence or wilful misconduct of the Buyer or any other of the protected parties or (bb) apply to any claim arising out of injury, harm, death, damage, loss or destruction sustained after delivery of the Ship unless any such claim arises out of injury, harm, death, damage, loss or destruction sustained before delivery for which the Builder is responsible; and

- (ii) any representation made by the Builder in Clause 1.3 proving (at any time before or after the date hereof) to be untrue, inaccurate or misleading in any material respect.

**(End of Article 10)**

**ARTICLE 11: INTELLECTUAL PROPERTY RIGHTS**

**1. PATENTS, TRADE MARKS AND COPYRIGHTS**

1.1 The Builder shall procure all such approvals and licenses, and pay all such royalties, licence fees or other similar charges, on or in connection with:

- (i) the Ship;
- (ii) any Parts (other than Buyer's Supplies) installed or incorporated in, stowed on or otherwise delivered with the Ship;
- (iii) any part of the building work,

as may be necessary to ensure that the same are delivered to the Buyer and may be owned and operated by the Buyer (and its successors, assignees and counterparties) without infringement of any patent, patent right, copyright, trademark, trade secret or other intellectual property right.

1.2 The Builder shall indemnify fully, hold harmless and defend the Buyer and the other protected parties from and against all Losses which any of them may suffer or incur as a result of any actual or alleged infringement of any patents, patent rights, copyrights, trademarks, trade secrets or other intellectual property rights of any kind or nature on or in connection with the Ship, the Parts (other than Buyer's Supplies) or any part of the building work or the ownership or the proper use thereof by the Buyer *provided that* this indemnity shall not apply to any such infringement if the management of the Buyer or the management of any other protected party knew of the relevant infringement (at any time between the Effective Date and the date of actual delivery of the Ship) but failed to notify the Builder.

1.3 If by reason of any claim for which the Builder is responsible under this Clause 1:

- (i) the Ship or any Part (other than Buyer's Supplies) shall be held to constitute an infringement of any patent, patent right, copyright, trademark, trade secret or other intellectual property right; or
- (ii) the Buyer's free use and possession or quiet enjoyment of the Ship or any such Part shall be in any manner or to any extent disturbed, interfered with, limited, restricted or restrained (whether by reason of an actual or threatened arrest, detention or claim or as a result of any other encumbrance or for any other reasons whatsoever),

the Builder shall, at its own expense, either promptly take all such steps as may be necessary fully to restore to the Buyer the free use and possession and quiet enjoyment of the Ship or such Part or, if the same can be done without material adverse affect on or delay to the Ship's schedule, replace any infringing Part with a non-infringing Part which is satisfactory to the Buyer and/or the Classification Society and/or the Regulatory Authorities.

1.4 The Buyer shall indemnify fully, hold harmless and defend the Builder from and against all Losses which it may suffer or incur as a result of any actual or alleged infringement of any patents, patent rights, copyrights, trademarks, trade secrets or other intellectual property rights of any kind or nature on or in connection with any Buyer's Supplies, plans, designs and engineering and design data supplied by the Buyer to the Builder under or in connection with this Contract *provided that* this indemnity shall not apply to any such infringement if the management of the Builder knew of the relevant infringement (at any time between the Effective Date and the date of actual delivery of the Ship) but failed to notify the Buyer.

2. **RIGHTS TO ENGINEERING AND DESIGN DATA**

- 2.1 All plans, designs and engineering and design data supplied by the Buyer to the Builder which are the property of the Buyer shall remain the property of the Buyer and such plans, designs and engineering and design data may be used by the Builder only in such manner as is permitted by this Clause 2.
- 2.2 All plans, designs and engineering and design data supplied by the Builder to the Buyer which are the property of the Builder shall remain the property of the Builder and such plans, designs and engineering and design data may be used by the Buyer only in such manner as is permitted by this Clause 2.
- 2.3 The Builder hereby grants to the Buyer and each other member from time to time of the NCL Group an irrevocable, non exclusive, perpetual, royalty free, worldwide license to use the plans, designs, and engineering and design data referred to in Clause 2.2 in connection with the operation, maintenance, modification, redesign, refurbishment, repair, sale or other use of the Ship after delivery and such licence may be transferred to any charterer or other operator, to any manager or to any buyer of the Ship without the need to seek or obtain any consent from the Builder, its successors or assigns.
- 2.4 Each party shall take all reasonable precautions to maintain in confidence, and will not use or permit the use of (except as may be necessary for the purposes of the building work or as may be required during any legal proceedings or as otherwise may be required by law), any of the designs, plans and engineering and design data owned by the other party.
- 2.5 Nothing contained in this Contract shall be construed as transferring any patent, patent right, copyright, trademark, trade secret or other intellectual property right created or used in the performance of this Contract, all of which are hereby expressly reserved to the true and lawful owners thereof.

**(End of Article 11)**

**ARTICLE 12: TAXES AND CONTRACT EXPENSES**

**1. TAXES**

- 1.1 All taxes of any kind whatsoever and levied by whatsoever taxing authority arising out of or in connection with the making and execution of this Contract, the building of the Ship, the importation of any Parts (other than Buyer's Supplies) into Germany or (if different) the country of any subcontractor or of the Delivery Port, the classification and delivery of the Ship, the sale and delivery of the Ship, payment of the Contract Price in Germany and the export of the Ship or any Parts from Germany or (if different) the country of any subcontractor or of the Delivery Port which is payable in Germany or (if different) in the country of any subcontractor or of the Delivery Port shall be borne and paid by the Builder and the Builder shall indemnify fully, hold harmless and defend the Buyer and all other protected parties from and against any Losses which any of them may suffer or incur in relation to any such tax.
- 1.2 All taxes of any kind whatsoever and levied by whatsoever taxing authority arising out of or in connection with the importation of any Buyer's Supplies into Germany or (if different) the country of any subcontractor or of the Port of Delivery or the importation of the Ship or any Parts into the country of the Buyer shall be borne by the Buyer and the Buyer shall indemnify fully, hold harmless and defend the Builder from and against any Losses which the Builder may suffer or incur in relation to any such tax.
- 1.3 The Buyer shall provide the Builder with such certificates and/or documents as the Builder may be required to provide to the tax or other competent authorities in Germany in order to verify the export of the Ship from the European Union and/or Germany and to fulfil all accompanying requirements of the relevant authorities (the "Export Documents") provided that (i) the Builder shall notify the Buyer of such requirements as soon as reasonably practicable, (ii) the provision of the Export Documents is within the Buyer's control and (iii) any costs involved in the provision of the Export Documents which are additional to the Buyer's ordinary administrative and operational costs shall be for the account of the Builder.

**2. CONTRACT EXPENSES**

- 2.1 Each party shall bear and pay all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Contract.
- 2.2 Each party shall from time to time reimburse the other on demand for all costs and expenses (including fees of legal and other professional advisors) reasonably incurred by such other party in connection with the lawful enforcement of any of the rights of that party under this Agreement.

**(End of Article 12)**

**ARTICLE 13: DISPUTES, JURISDICTION, GOVERNING LAW AND NOTICES**

**1. TECHNICAL DISPUTES**

- 1.1 Except where a Dispute of a technical nature is determined by the Classification Society under Clause 4.2 in Article 1 or, as appropriate, by a Regulatory Authority under Clause 4.4 in Article 1, any Dispute of a technical nature arising before delivery of the Ship and which gives rise to issues purely of fact (including, without limitation, any dispute or difference of opinion relating to questions as to the existence, degree or extent of any alleged non-conformity of the Ship or any Part to the Contract, the Plans, the Specification, or the Rules) shall be referred to the Head Office of the Classification Society for its final decision *provided that* if the Head Office of the Classification Society declines to accept any such referral, or if either party reasonably considers that it is not appropriate to refer the Dispute in question to the Head Office of the Classification Society, the Dispute shall be referred to a mutually acceptable technical expert for his final decision.
- 1.2 The procedure applicable to the resolution of any Dispute of a technical nature (whether by the Classification Society or by a mutually agreed technical expert) shall be as follows:
- (i) the person or body to whom the Dispute is referred (the "**Expert**", which term shall also apply to any substitute appointed by mutual agreement of the parties) shall be requested to make a final decision within 21 (twenty one) working days after it has accepted the appointment;
  - (ii) within 10 (ten) working days after the Expert has confirmed to both parties that it has accepted the appointment, each party will send to the Expert (and simultaneously to the other party), by fax or registered courier, its submissions and supporting evidence in relation to the Dispute ;
  - (iii) if a party fails to submit its submissions and supporting evidence within the time limit laid down in paragraph (ii), it shall be deemed to have admitted the correctness of the other party's submissions;
  - (iv) the Expert shall act as an expert and not as an arbitrator;
  - (v) the decision of the Expert shall be final and binding on both parties; and
  - (vi) the parties shall bear the Expert's costs equally.
- 1.3 If within 10 (ten) working days after receipt by a party of a notice of a Dispute from the other party:
- (i) the Head Office of the Classification Society has failed to accept a referral pursuant to Clause 1.1; or
  - (ii) a party reasonably considers that it is not appropriate to refer any Dispute of a technical nature to the Head Office of the Classification Society; or
  - (iii) the parties have failed to agree upon the identity of a mutually acceptable technical expert and obtain written acceptance of its appointment,
- the Dispute shall be determined in accordance with Clause 2.

## 2. JURISDICTION

- 2.1 Except where a Dispute is determined under Clause 1.1 and subject to the Buyer's rights under Clause 3.4, the English courts shall have exclusive jurisdiction to settle and determine all Disputes.
- 2.2 Each party agrees that the English courts are the most appropriate and convenient courts to settle and determine Disputes and that accordingly no party will argue to the contrary; and each party hereby irrevocably submits itself to the jurisdiction of the English courts for the purposes of this Contract.
- 2.3 A judgment relating to this Contract that is given or enforceable by the English courts may be enforced without review in any other jurisdiction and each party waives all of its rights to apply for or require any such review.
- 2.4 Subject to Clause 1.4(vi) in Article 5, no Dispute shall entitle the Builder to cease or suspend any part of the building work or to withhold delivery of the Ship, nor shall any Dispute entitle the Buyer to withhold the payment of any part of the Contract Price due under any of Clauses 2.1(i), (ii), (iii), (iv) or (v) in Article 8 beyond the relevant due date for payment *provided that* nothing in this provision shall prejudice any right which:
- (i) the Builder may have to retain possession of the Ship on account of non-payment of the Contract Price; or
  - (ii) the Buyer may have to dispute the due date for payment of any part of the Contract Price under Clause 2.1(v) in Article 8.
- 2.5 For the avoidance of doubt, if any Dispute arises before delivery of the Ship and is referred for determination under any of the provisions of Clauses 1 or 2 hereof, the Builder shall not be entitled to dispose of the Ship pending the final determination of such Dispute.

## 3. GOVERNING LAW

- 3.1 This Contract is governed by and shall be construed in accordance with English law without giving effect to any principles of conflicts of laws.
- 3.2 Each party irrevocably agrees to appoint, and to maintain, an agent for service of process in London in relation to any proceedings before the English courts in connection with this Contract. In addition, each party agrees that no neglect or default by its agent, including any failure by it to notify the relevant party of any proceedings or process, will invalidate the proceedings or process concerned or any judgment.
- 3.3 Without prejudice to any other mode of service allowed under any relevant law, service of any proceedings or process or judgment issued out of, or made or granted by, the English courts may be served by being delivered to the last known address in London of the agent for service of process of the relevant party or to the relevant party itself at the address for such party set out in Clause 4.
- 3.4 The Buyer reserves the right to proceed under this Contract against the Builder in the German state courts for interlocutory relief (*einstweiliger Rechtsschutz*).

## 4. NOTICES

- 4.1 Any notice or other communication made under or in connection with this Contract shall be in writing in the English language and shall be given to the addressee at the relevant address set out below or sent by email or fax to the relevant email address or fax number given below, marked for the attention of the relevant individual listed in the "Attention" lines set out

below *provided that* all notices and communications relating to technical matters (including, without limitation, those concerning the approval of Plans and tests) shall be given to the Supervisor at the address set out in paragraph (ii) below or sent by email or fax to the email address or fax number specified in paragraph (ii) below.

(i) if to the Buyer or NCLC, to Seahawk One, Ltd. or NCLC c/o 7665 Corporate Centre Drive, Miami, Florida 33126  
Attention: Mr Kevin Sheehan, President & CEO  
Email: [ksheehan@ncl.com](mailto:ksheehan@ncl.com)  
Fax: +1 305 436 4113  
with a copy to: Mr Daniel S. Farkas, Sr. Vice President & General Counsel  
Email: [dfarkas@ncl.com](mailto:dfarkas@ncl.com)  
Fax: +1 305 436 4117

(ii) if to the Supervisor, to the Supervisor c/o the Supervisor's designated office at the Shipyard  
Attention: Mr Christer Karlsson  
Email: [ckarlsson@ncl.com](mailto:ckarlsson@ncl.com)  
Fax: +49 49 61 81 69 10

(iii) if to the Builder, to: Meyer Werft GmbH Postfach 1555, D26855, Papenburg, Germany  
Attention: Mr Bernard Meyer  
Fax: +49 4961 814300  
Email: [bernard.meyer@meyerwerft.de](mailto:bernard.meyer@meyerwerft.de)  
Attention: Mr Thomas Weigend  
Fax: +49 4961 814279  
Email: [thomas.weigend@meyerwerft.de](mailto:thomas.weigend@meyerwerft.de)

or to such other person, address, email or fax as any party may (by not less than five (5) working days' notice in writing) specify to the other.

4.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:

- (i) if correctly addressed and marked for the attention of the appropriate individual and delivered personally, when left at the appropriate address of the addressee;
- (ii) if correctly addressed and marked for the attention of the appropriate individual and sent by pre-paid registered mail (or registered airmail if international) or courier, upon acknowledgement of receipt by return email; and

- (iii) if correctly addressed and marked for the attention of the appropriate individual and sent by email or fax to the correct address or number, upon acknowledgement of receipt by return email or fax.

**(End of Article 13)**

**ARTICLE 14: GENERAL MATTERS**

**1. COMPUTATION OF TIME**

- 1.1 Except as otherwise provided in this Contract, all periods of time shall be computed by including Saturdays, Sundays and holidays except that if any period terminates on:
- (i) any day which is not a working day in Miami or Papenburg (in the case of periods applicable to action by the Buyer); or
  - (ii) any day which is not a working day in Papenburg (in the case of periods applicable to action by the Builder),
- such period shall be deemed to be extended to the next following working day in such place.

**2. ASSIGNMENTS**

- 2.1 The Buyer may:
- (i) grant to its financiers of the Ship, or the other financiers of the NCL Group, assignments of (or other security interests in) this Contract, the Buyer's rights in respect of the Insurances, and the guarantees issued by the Refund Guarantors;
  - (ii) assign, novate or transfer this Contract to any member of the NCL Group or (with the prior approval of the Builder, which is not to be unreasonably withheld or delayed) to any other person whatsoever; and
  - (iii) assign its rights under this Contract to any purchaser, bareboat charterer, lessee or other operator of the Ship.

Subject to Clause 13.3, the guarantee provided for in Clause 13.1 shall remain in full force and effect notwithstanding any such assignment, novation or transfer.

- 2.2 As and when so requested by the Buyer, the Builder will provide the Buyer's financiers and permitted assignees with all such information and documentation as they may reasonably request without depriving the Builder of its rights and interest under this Contract.
- 2.3 The Builder shall not assign or novate or transfer, or purport to assign or novate or transfer, any of its rights or obligations under this Contract save that the Builder may assign its rights hereunder to its financiers for the Builder's pre-delivery construction financing of the Ship.

**3. PARTIAL ILLEGALITY**

- 3.1 If any provision of this Contract or the application thereof to any person or in any circumstances shall to any extent be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not prejudice the effectiveness of the remainder of this Contract or the application of such provision to other persons or in other circumstances and each other provision of this Contract shall be legal, valid and enforceable to the fullest extent permitted by law.

**4. CONFIDENTIALITY**

- 4.1 After the date of this Contract, the parties will agree the terms and publication date(s) of press announcements in relation to the construction of the Ship.
- 4.2 Save as provided in Clause 4.1, the parties shall treat as confidential and use all reasonable efforts to ensure that their respective agents, officers, employees, workmen, subcontractors, and other representatives treat as confidential, the provisions of this Contract *provided that*:

- (i) each party may, with the prior written consent of the other, disclose to any third party information relating to the matters referred to in this Clause 4.2; and
- (ii) each party shall be entitled to disclose any such information to their shareholders or prospective shareholders, financiers, auditors, legal advisors, other professional advisors or rating agencies (providing that such agencies are informed of the confidentiality restrictions relating to the information so disclosed), or to such extent as may from time to time be required by law or the rules or regulations of any applicable stock exchange or similar body *provided that* disclosure of sensitive commercial or technical data shall be made only when strictly necessary and then on a "need to know" basis.

**5. AMENDMENTS**

- 5.1 No amendment, modification, supplement or other variation of this Contract, the Plans or the Specification shall be of any effect unless made in writing and signed by the Builder and the Buyer or their respective duly authorised representatives.

**6. NO WAIVER**

- 6.1 No failure or delay on the part of either party in exercising any right, power or remedy under this Contract shall operate as a waiver thereof or a waiver of any other rights, powers or remedies nor shall any single or partial exercise of any such right power or remedy preclude any other or further exercise of any such right, power or remedy or the exercise any other right, power or remedy.
- 6.2 The respective rights, powers and remedies conferred on the parties by this Contract are cumulative and (save where the contrary is expressly stated) are in addition to (and not exclusive of) any rights, powers and remedies provided by law.

**7. CONSENTS**

- 7.1 Subject to Clause 1.6 in Article 2, where any matter:
- (i) requires an instruction from the Buyer, a waiver by the Buyer or the approval, authority or consent of the Buyer any such instruction, waiver, approval, authority or consent shall not be deemed to have been given or to any extent effective unless it is given in writing by a duly authorised representative of the Buyer; and
  - (ii) is required to be acceptable or satisfactory to the Buyer, the Buyer shall not be deemed to have accepted, or to be satisfied with such matter, unless its acceptance or satisfaction is communicated in writing to the Builder by a duly authorised representative of the Buyer.

**8. LANGUAGE**

- 8.1 The official text of this Contract (and all plans, drawings, test and work schedules, reports, protocols, certificates, instruction booklets, notices, communications and other materials or documents to be drawn up, developed or supplied under this Contract) shall be in the English language.

**9. MODELS**

- 9.1 The Builder shall build and supply free of charge to the Buyer (and place on board the Ship at or before delivery) the models of the Ship described in section G6.5 of the Specification.

10. **COUNTERPARTS**

10.1 This Contract may be executed in up to three (3) counterparts each of which when dated and signed by (or on behalf of) all three parties shall be an original, but all counterparts together shall constitute one and the same instrument.

11. **EFFECTIVE DATE**

11.1 This Contract shall not have any legal effect whatsoever until the time on the date (the "**Effective Date**") when all of the following conditions have been satisfied:

- (i) each party shall have received an original counterpart of this Contract, duly signed by the other party;
- (ii) the Buyer shall have confirmed in writing to the Builder that it has in its discretion approved: (a) the final version of the Specification, the Plans and the List of Suppliers; (b) certain warranty and other post-delivery support arrangements with certain key suppliers; (c) the form and terms of the Insurances; (d) the identity of the brokers and insurers; and (e) the identity of the intended first Refund Guarantor;
- (iii) NCLC shall have confirmed by written notice to the Builder that it has received the approval of (a) its existing lenders, and (b) its board of directors and its shareholders, for the transactions contemplated by this Contract;
- (iv) the Buyer and NCLC shall have confirmed by written notice to the Builder that they have arranged (on terms acceptable to each of them) pre and post delivery financings of the payments referred to in Clause 2 of Article 8; and
- (v) each party shall have (a) irrevocably appointed a process agent in London and (b) notified the other party in writing of the name and address of such agent.

11.2 [\*].

11.3 [\*].

11.4 This amended and restated Contract was signed on 8 July 2014. However, the parties agree that this amended and restated Contract shall – upon its Effective Date – be deemed to have retrospective effect as from 14 June 2013, which is the date on which the Contract for the Ship was first made.

11.5 [\*].

12. **PROTECTED PARTIES**

12.1 Any of the protected parties may enforce the terms of any provision of this Contract which purports to confer any rights on them, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

12.2 The Builder and the Buyer may at any time, by agreement between them, rescind this Contract or vary it without the consent of the protected parties.

12.3 If any protected party becomes entitled to bring a claim against the Builder under or in respect of this Contract, the Buyer shall bring such claim against the Builder on behalf of the relevant protected party.

12.4 If any claim is made against the Builder by the Buyer on behalf of a protected party under Clause 12.3, the Builder shall only have available to it by way of defence any matter that

would have been available to it by way of defence if the relevant protected party had been a party to this Contract.

12.5 Save as provided above the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

13. **GUARANTEE**

13.1 NCLC hereby guarantees to the Builder the due and punctual performance of all the terms, conditions and covenants to be performed by the Buyer and agrees to pay to the Builder each sum of money which the Buyer is at any time liable to pay to the Builder under or pursuant to this Contract and which has become due and payable but has not been paid.

13.2 Neither the obligations of NCLC under the guarantee provided for in Clause 13.1 nor the rights, powers and remedies conferred on the Builder in respect of such guarantee shall be discharged or impaired by any act, circumstance, event or omission which (but for this Clause 13.2) might operate to discharge or impair any of the obligations, rights or remedies referred to above.

13.3 With the prior written approval of the Builder (which is not to be unreasonably withheld or delayed) NCLC may at any time be replaced as guarantor under this Contract by any person(s) inside or outside the NCL Group of at least equal financial standing.

14. **FAIR DEALING AND BUSINESS STANDARDS**

14.1 Each party agrees: to use all reasonable efforts to make timely decisions in a speedy and effective way; to deal fairly with each other; and at all times to act in good faith. In this context, "good faith" includes, without limiting the duty of each party to cooperate with the other, a duty of honesty to the other party and a duty not to intentionally mislead the other party.

14.2 Each party, in performing its obligations under this Contract, shall maintain appropriate business standards, procedures, precautions and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the other party.

14.3 Each party shall implement (and shall ensure that its employees and other representatives comply with) a policy which prohibits the giving or receiving of any inappropriate favours, gifts, entertainment, payments, loans or other consideration of any kind directly or indirectly connected with this Contract or the work hereunder or any other activities that might influence individuals to act contrary to the best interests of their principal or applicable law.

14.4 Each party warrants and represents that all financial settlements, reports and billings rendered to the other party under or in connection with this Contract shall properly reflect the facts of all activities and transactions handled for the other party's account and may be relied upon as being complete and accurate in any further recording or reporting made by such party or any other member of the corporate group to which such party belongs.

14.5 No commission of any kind whatsoever is or will be payable (whether directly or indirectly) by or to the Builder in relation to or in connection with this Contract or any of the business transactions described in or contemplated by this Contract. Any breach of this Clause by the Builder may be treated by the Buyer as a material breach of the Builder's obligations for the purposes of Article 9, Clause 2.1 (iii).

## 15. PERMITTED CHANGES

- 15.1 The Builder agrees that notwithstanding any provision to the contrary in this Contract or the Specification or the Plans, without giving rise to any increase in the Contract Price or any other charge to the Buyer, or to any AOMs, the Buyer may make the changes referred to in this Clause 15 in relation to the Ship as compared with the Builder's Hull number [\*] (the "**First Ship**").
- 15.2 In the passenger public rooms of the Ship, the general arrangement, the layout and the function will be the same as for the First Ship. However, the Buyer may make like for like changes to durable materials and colours. Furthermore the Buyer may make minor adjustments to the arrangement of the loose furniture (i.e. positioning) but it is herewith agreed that clause 15.10 below finds application for such arrangement adjustments (e.g. without limitation in case the lighting shall also be changed).
- 15.3 The same carpet design will be used. However, the Buyer may make like for like changes to the pattern and colour of the carpets in public rooms, passenger cabins and corridors. Furthermore the Buyer may make like for like changes to materials and finishes. Additionally the Buyer may make minor adjustments to headboards, vanities, TV units and sofa designs but it is herewith agreed that in each case clause 15.10 below finds application for such adjustments.
- 15.4 In passenger cabins the Buyer may make like for like changes to durable materials (such as laminates).
- 15.5 The Buyer may change area names and signage as it relates to each area.
- 15.6 The Buyer may change the artwork concept throughout the Ship.
- 15.7 The Buyer may make changes to Buyer's Supplies for the Ship so long as the changes do not result in the Builder exceeding its original budget for mounting and installation of the relevant Buyer's Supplies.
- 15.8 Each of the choices and changes referred to in clauses 15.2 to 15.7 above will be presented to the Builder within 365 (three hundred and sixty five) days after the date agreed for presentation of the corresponding choice under the contract for the First Ship.
- 15.9 In this Clause 15 the expression "like for like" means that the same supplier must be used as for the First Ship *provided that* if a supplier should become unavailable or unacceptable for business or technical reasons: (i) the preface of the list of suppliers (Appendix 2 to the Specification) shall apply to the choice of the replacement suppliers for the components mentioned in such list; and (ii) for all other components the Builder will propose replacement suppliers for approval by the Buyer under Article 1, Clause 5.4 of this Contract.
- 15.10 If and insofar a like for like change causes higher costs (including, but not limited to purchase price or mounting and installation), the Builder shall give the Buyer notice of such cost increase together with reasonable supporting evidence. The Buyer shall within seven (7) working days of being notified of such increase, notify the Builder of whether it accepts that change(s), in which case the Builder will follow the Buyer's preference, or that it does not. If the Buyer does not notify the Builder of its acceptance of such higher costs within the time frame mentioned above the Builder shall be entitled to reject such like for like change.

## 16. REFERENCE SHIP

If any technical design defects or any other recurring defects should arise or become apparent during the construction period or the contractual guarantee period for the reference ship, the Builder

shall (without cost to the Buyer or NCLC) ascertain the cause or source of such defects and take all steps as may be required to avoid the occurrence of any such defects in the Ship.

**(End of Article 14)**

## SCHEDULE 1

### 1. DEFINITION OF CERTAIN TERMS

#### 1.1 In this Contract:

"**Acceptable Issuer**" means a bank or financial institution which, at the time of issue by it of a guarantee under Article 8 Clause 2.3(ii), has a rating for its long term unsecured and non-credit enhanced debt obligations of A- or higher by Standard & Poor's Ratings Services and any successor thereto or A3 or higher by Moody's Investor Services Limited and any successor thereto or a comparable rating from another internationally recognised rating agency acceptable to the Buyer.

"**AOM**" has the meaning given in Article 3, Clause 1.2;

"**Builder's Account**" means the euro account numbered [\*] and held by the Builder's Bank at its office at Friedrichswall 10, 30159 Hanover, Germany

"**Builder's Bank**" means Norddeutsche Landesbank Girozentrale;

"**building work**" means all of the Parts to be provided and all of the work to be done by the Builder under and in connection with this Contract, as more particularly described in the Specification and the Plans, and includes all Parts to be provided and all work to be done by the Builder's subcontractors;

"**Buyer's Allowance**" has the meaning given in Article 8, Clause 1.1 (iii);

"**Buyer's Supplies**" has the meaning given in Article 1, Clause 1.1(i)(b);

"**Buyer's Supply Costs**" means at any given time the aggregate of (i) the costs incurred by the Buyer in relation to the carriage, pre-delivery insurance and delivery of all Buyer's Supplies and (ii) the cost to the Buyer of obtaining replacements for such Supplies at such time;

"**Class Rules**" has the meaning given in Article 1, Clause 4.1;

"**Classification Society**" has the meaning given in Article 1, Clause 4.1;

"**commission**" means any advantage or benefit (whether monetary or not), brokerage, commission, consideration, gift, gratuity, inducement, introduction fee, payment, promise, reward or success fee of any kind whatsoever payable to any broker, agent, intermediary or other person in relation to or in connection with the placing and/or performance of any activities connected with this Contract;

"**Compulsory Acquisition**" means a requisition or other compulsory acquisition (including seizure, detention, confiscation or appropriation) by or on behalf of any government or governmental agency or by any persons acting or purporting to act on behalf of any government or governmental agency;

"**Contract**" means this shipbuilding contract and includes the Plans, the Specification and the schedules, each of which forms an integral part of this Contract;

"**Contract Price**" means the fixed price for the Ship specified in Clause 1.1 of Article 8;

"**correct**" shall be construed (in Article 7, Clause 2) so as to mean and include rectify, remedy, repair and replace with the intent that the Builder's duty under Article 7, Clause 2

shall be to take all necessary corrective action by (as may be appropriate) correcting or rectifying or remedying or repairing or replacing, or paying for the correction or rectification or remedy or repair or replacement of, every Defect and any other physical damage for which the Builder is liable under Article 7, Clause 2;

"**Defect**" has the meaning given in Article 6, Clause 1.8;

"**Delivery Date**" means the fixed delivery date for the Ship specified in Clause 1.1 of Article 7, it being acknowledged and agreed by the parties that such date may be reset only in strict accordance with, and subject to, the express provisions of this Contract;

"**Delivery Port**" has the meaning given in Article 1, Clause 1.1(i)(e);

"**Dispute**" means any dispute or difference whatsoever, including (without limitation) any in relation to non-contractual obligations, arising at any time out of or in connection with this Contract including a dispute regarding the existence, validity or termination of this Contract, and "**Disputes**" shall be construed accordingly;

"**Effective Date**" has the meaning given in Article 14, Clause 11.1;

"**encumbrance**" means (i) any claim or demand (whether in personam or in rem and including any arrest or other detention in connection with any claim) and any debt, and/or (ii) any mortgage, charge, pledge, maritime or possessory or other lien, assignment, hypothecation, trust arrangement, encumbrance, or other security interest securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect and or (iii) any of the German Law Encumbrance Rights, but does not include any permitted encumbrance;

"**Flag State**" means the Bahamas;

"**EURIBOR**" means the percentage rate per annum determined by the Banking Federation for Europe for the relevant period displayed on the appropriate page of the Telerate or the Reuters screen from time to time or, if such display is not available at any time, as certified by the head office of the Builder's Bank;

"**German Law Encumbrance Rights**" means any retention of title (*Eigentumsvorbehalt, auch erweitert, verlängert, weitergeleitet, nachgeschaltet, nachträglich, als Kontokorrentvorbehalt, als Konzernvorbehalt u.s.w.*), right of retention (*Zurückbehaltungsrecht*), pledge, lien (*Pfandrecht*) and any other encumbrance (*sonstige Belastung*) or other similar rights under German law;

"**Insurances**" has the meaning given in Article 4, Clause 2.2;

"**List of Suppliers**" means the agreed list of approved subcontractors dated as of 30 May 2014 and initialled by the parties for the purposes of identification;

"**Losses**" means any and all causes of action, charges (including interest charges), costs, claims (in contract, tort or otherwise), controls, liquidated or unliquidated damages, demands, expenses, fees (including legal fees) fines, liabilities (civil, criminal or otherwise), losses (other than consequential losses), payments, penalties, proceedings, restrictions, suits and any and all other sanctions of a monetary nature other than taxes;

"**Milestones**" has the meaning given in Article 2, Clause 4.1;

"**NCL Group**" means NCLC, and its subsidiaries and affiliates from time to time;

"**Parts**" has the meaning given in Article 1, Clause 1.1(i)(b);

"**partial loss**" means any loss of or damage to the Ship (including Buyer's Supplies and other Parts) which does not constitute a total loss and "partial loss proceeds" means any insurance proceeds paid and/or payable in respect of any partial loss;

"**permitted encumbrance**" means any encumbrance (i) created by the Buyer or (ii) arising by operation of law in connection with claims against the Buyer for which the Buyer would not be entitled to compensation or indemnification from the Builder under this Contract;

"**Plans**" means the General Arrangement Plan No. P09507 A1 dated 30 May 2014 and initialled by the parties for the purposes of identification, and the technical system and other plans and drawings described or referred to in the Specification;

"**protected parties**" means (i) every member of the NCL Group from time to time, and each and all of their respective affiliates, (ii) each and all of (a) the respective directors, officers, managers, employees, members, parents, shareholders, subsidiaries predecessors and successors, and (b) agents, associates, attorneys, suppliers, workers and other representatives of the Buyer and each other protected party;

"**Refund Guarantor**" has the meaning given in Article 8, Clause 2.3;

"**reference ship**" means the Builder's Hull No. [\*];

"**Regulatory Authorities**" means those authorities, bodies and entities having regulatory responsibility and authority in respect of the Ship or specific areas or parts of the Ship, whether before or after delivery under this Contract, including (i) the International Maritime Organisation, (ii) the World Health Organisation, (iii) the United States' Coast Guard and Public Health Services authorities, (iv) the maritime authorities of the Flag State, and (v) all other specified national or international regulatory authorities;

"**Regulatory Rules**" has the meaning given in Article 1, Clause 4.3;

"**relevant rate**" means the aggregate of (i) [\*] and (ii) EURIBOR for the relevant period;

"**S&V Requirements**" has the meaning given in Article 6, Clause 2.9;

"**Ship**" means the ship which is the subject of this Contract and all Parts (including all delivered Buyer's Supplies);

"**Shipyard**" means the Builder's shipyard at Papenburg, Germany;

"**Specification**" means Specification No. P09507 A1 dated 30 May 2014 and the Appendices thereto (each, an "**Appendix**" and severally, the "**Appendices**") and, unless the context otherwise requires, "**specified**" means stipulated in the Specification or in the Appendices;

"**subcontractor(s)**" shall include each of the Builder's makers and suppliers, and any other person, company or other entity under contract to the Builder or used by the Builder in connection with the design, construction, manufacture or supply of any materials, machinery, equipment, other parts or services for the Ship;

"**tests**" means (i) the shop, dock, sea and other tests, trials and inspections described in the Specification and the Plans and (ii) such other tests, trials and inspections (or retests, retrials

and re-inspections) as the Buyer and/or the Classification Society and/or the Regulatory Authorities may reasonably require in order to demonstrate and confirm the complete correction of any Defects;

"**total loss**" means any actual, constructive, compromised or arranged or agreed total loss of the Ship (including Buyer's Supplies or other Parts);

"**working day**" means any day, other than a Saturday or Sunday, on which banks are generally open for business in each of Miami and Papenburg; and

"€" and "euro" mean the lawful currency of the Federal Republic of Germany, and "euros" shall be construed accordingly.

## 2. INTERPRETATION OF CERTAIN REFERENCES

2.1 Save where the contrary is expressly stated, any reference in this Contract to:

- (i) this Contract, the Specification, the Appendices, the Plans or any other agreements or documents shall be construed as a reference to this Contract, the Specification, the Appendices, the Plans or, as the case may be, such other agreements or documents as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;
- (ii) an Article or the schedule shall be construed as a reference to an Article or the schedule of this Contract;
- (iii) an award shall be construed as a reference to any award, decision, declaration, injunction, judgement, order or other relief;
- (iv) a claim shall be construed as a reference to any action, claim, demand, proceeding, process or suit, whether in arbitration or court or otherwise;
- (v) a clause shall be construed as a reference to a clause of the Article in which the reference appears;
- (vi) a person shall be construed as a reference to any individual, firm, company, corporation, unincorporated body of persons, or any state or state agency,
- (vii) a party to this Contract shall include a reference to such party's successors and permitted assigns;
- (viii) a tax shall be construed as a reference to any tax, assessment, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), whether national, provincial or local;
- (ix) a judgment shall be construed so as to include any court order, injunction, declaration, decision and any other form of judicial relief;
- (x) a receiver shall be construed so as to include any liquidator, trustee, administrator, receiver, administrative receiver, manager or similar officer; and
- (xi) the winding up of a party to this Contract shall be construed so as to include the bankruptcy or liquidation of the party or any equivalent or analogous proceedings under the law of the jurisdiction in which such party is incorporated or any other jurisdiction in which such party carries on business.

2.2 The Index, Article, Clause and schedule headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this Contract.

3. **PRIORITY OF CONTRACT, PLANS AND SPECIFICATION**

3.1 This Contract, the Plans, the Specification and the Appendices are intended to complement and supplement one another. All general language or requirements embodied in the Specification are intended to amplify, explain and implement the requirements of this Contract. The Specification and the Plans are also intended to explain each other, and anything shown in the Plans but not stipulated in the Specification or stipulated in the Specification and not shown in the Plans shall be deemed and considered as if embodied in both. The Appendices are intended to clarify, amplify and supplement the Specification.

3.2 If any conflict is found to exist between:

- (i) the provisions of this Contract, on the one hand, and the Specification and/or the Plans on the other hand, then to the extent of such conflict only, the Specification and the Plans shall be ineffectual, and the provisions of this Contract shall prevail, and in all other respects the Specification and the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because this Contract, on the one hand, and the Specification and/or the Plans, on the other hand, contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder; or
- (ii) the provisions of the Specification, on the one hand, and the Plans, on the other hand, then to the extent of such conflict only, the Plans shall be ineffectual, and the provisions of the Specification shall prevail, and in all other respects the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because the Specification, on the one hand, and the Plans, on the other hand, contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder; or
- (iii) the provisions of the Appendices, on the one hand, and the Specification and/or Plans on the other hand, then to the extent of such conflict only, the Specification and the Plans shall be ineffectual, and the relevant provisions of the Appendices shall prevail, and in all other respects the Specification and the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because the Appendices, on the one hand, and the Specification and/or Plans on the other hand contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder; or
- (iv) a Plan, on the one hand, and another Plan on the other hand, then to the extent of such conflict only, the Plan with the earlier date shall be ineffectual, and the other Plan shall prevail, and in all other respects the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because a Plan, on the one hand, and another Plan on the other hand, contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder.

**(End of Schedule 1)**

SCHEDULE 2 (A)

1. FORM OF REFUND GUARANTEE FOR INSTALMENT MINUS RELEVANT BUYER'S ALLOWANCE

---

**Letterhead of Refund Guarantor**

To: Seahawk One, Ltd., c/o NCL Corporation Ltd., 7665 Corporate Centre Drive, Miami, Florida 33126

For Attention of the General Counsel

Date: *[insert date]*

**Refund Guarantee No. *[insert number/reference]* (the "Guarantee")**

1. We refer to the shipbuilding contract dated as of *[insert date]* (as amended or supplemented at any time, the "**Contract**") and made between Seahawk One, Ltd., (the "**Buyer**"), NCL Corporation Ltd. as the Buyer's guarantor and Meyer Werft GmbH (the "**Builder**") in relation to the construction of the Builder's Hull [\*] (the "**Ship**").
2. In consideration of the Buyer entering into the Contract and agreeing to accept this Guarantee under Article 8, Clause 2.3 of the Contract as a security for the partial refund of the contract price instalment of € *[insert amount of instalment in numbers / words]* (the "**Instalment**") payable under Article 8, Clause 2.1 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract, at the request of the Builder we, *[insert name of Refund Guarantor]*, hereby unconditionally and irrevocably: (i) undertake to pay to the Buyer the amount of € *[insert amount in numbers / words]*, which is the Instalment less the amount of the Buyer's Allowance pursuant to Article 8, Clause 2.8 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract (the "**Reduced Instalment**") and interest thereon at the relevant rate (as defined in the Contract) from the date of the Builder's receipt of the Instalment to the date of the Buyer's receipt of the refund of the Reduced Instalment against the Buyer's first written demand (a) specifying the amount claimed by the Buyer in respect of the Reduced Instalment together with interest thereon at the relevant rate (as defined in the Contract), and (b) specifying the account to which the amount demanded should be paid; and (ii) undertake to the Buyer that (a) payment will be made by us forthwith upon our receipt of such simple written demand, without any counterclaim, deductions, set-off, withholdings or any objection whatsoever, and (b) if we are required by law to make any deduction or withholding from any payment to the Buyer under this Guarantee, our payment to the Buyer will be increased by such amount as may be necessary to ensure that, after all of the required deductions and withholdings have been made, the Buyer receives a payment equal to the amount it would have received had no such deductions or withholdings been made. Our obligations arising from this Guarantee are reduced automatically by the amount of any payment made by us to the Buyer pursuant to a claim arising from this Guarantee.
3. Notwithstanding paragraph 2 above, if, within fifteen (15) running days following our receipt of a written demand from the Buyer, the Builder has (i) confirmed to us by written notice copied to the Buyer (a) that the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, (b) that such dispute does not relate to or arise out of or in connection with the occurrence of any of the circumstances, events or matters affecting the Builder referred to in Article 9, Clause 2.1 (vii) of the Contract, and (c) that the dispute will be resolved in accordance with the Contract, and (ii) delivered to us a copy of a written notice served on the Buyer stating in reasonable detail the grounds upon which the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, we shall be entitled to withhold payment under this Guarantee pending settlement of the dispute between the

parties or determination of the dispute in accordance with the Contract. If the Builder subsequently accepts all or any part of the Buyer's claim, or if the Buyer obtains a final order from the English courts adjudging that all or any part of the claim is payable to the Buyer, we will pay the relevant amount to the Buyer (together with interest thereon as provided in Clause 2(i) above) upon our receipt of a certified true copy of a settlement agreement signed on behalf of the Builder and the Buyer or (as the case may be) upon our receipt of a certified true copy of the relevant court order.

4. This Guarantee shall become effective upon the Builder's receipt of the Instalment and shall expire upon the first to occur of (i) the Buyer's acceptance of delivery of the Ship in accordance with the Contract, as evidenced to us by a true and complete copy of a written protocol of delivery and acceptance presented to us by the Builder or the Buyer and signed by the Buyer, and (ii) the date when we have received a written notice from the Buyer stating that it has received, from another guarantor acceptable to the Buyer, a substitute guarantee securing the refund of the Reduced Instalment which is in form and substance satisfactory to the Buyer *provided always that* if any written demand for payment is made by the Buyer or its assignees under this Guarantee prior to the termination of this Guarantee (but payment in satisfaction of such demand has not been made by us prior to termination hereof) this Guarantee shall remain in full force until payment of the amount demanded has been received by the Buyer or its assignees. This Guarantee shall also expire if returned to us in original by the Buyer for cancellation.
5. Our obligations under this Guarantee are those of a sole primary obligor (as and for our own debt and independent from any obligations of the Builder) and not merely as surety, and we agree that the Buyer is not obliged to make any prior demand of the Builder under the Contract or to seek to enforce any remedies against the Builder before making a claim under this Guarantee.
6. Our obligations under this Guarantee shall not be in any respect discharged, impaired or otherwise affected by reason of any events or circumstances whatsoever including without limitation (i) any invalidity, irregularity or unenforceability of any of the Builder's obligations under or in connection with the Contract, (ii) the granting to the Builder of any time, waiver, consent, indulgence or other forbearance in relation to the Contract, (iii) any bankruptcy, insolvency or similar proceedings related to any party to the Contract, (iv) any amendment or supplement to, or any novation or replacement of, the Contract, or (v) any other events or circumstances that might otherwise constitute a legal or equitable discharge of or defence to a surety or guarantor under applicable law, and we hereby irrevocably and unconditionally waive any and all defences at law or in equity that may be available to us by reason of any such events or circumstances.
7. This Guarantee shall be in addition to any other security granted by the Builder in favour of the Buyer under the Contract, and shall not be affected by any action taken by the Buyer under any such other security.
8. This Guarantee may be assigned by the Buyer to any of the banks and financial institutions from time to time providing the Buyer with financial support for its payment obligations under the Contract and to any other permitted assignees or transferees (including, without limitation, by way of novation) of the Buyer's rights under the Contract, *provided that* (i) such assignment or transfer is not illegal under applicable law and (ii) written notice of any such assignment or transfer will be given to us promptly thereafter.
9. We unconditionally and irrevocably (i) agree that this Guarantee (and any non-contractual obligations arising out of or in connection with this Guarantee) shall be governed by and construed in accordance with English law, (ii) agree that the English courts shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any

disputes, that may arise out of or in connection with this Guarantee, and (iii) submit to the jurisdiction of the English courts for the purposes of any proceedings under or in connection with this Guarantee.

10. All correspondence, claims and demands under or in connection with this Guarantee shall be marked for the attention of *[insert name]* and delivered to us at *[insert address]*. Any legal process issued out of the English courts may be served on us by being delivered to our agent for service of process in London, *[insert name]* at *[insert London address]*.

Yours faithfully

For and on behalf of

*[insert name of Refund Guarantor]*

## SCHEDULE 2 (B)

### 1. FORM OF REFUND GUARANTEE FOR RELEVANT BUYER'S ALLOWANCE

---

#### Letterhead of Refund Guarantor

To: Seahawk One, Ltd., c/o NCL Corporation Ltd., 7665 Corporate Centre Drive, Miami, Florida 33126

For Attention of the General Counsel

Date: *[insert date]*

#### Refund Guarantee No. *[insert number/reference]* (the "Guarantee")

1. We refer to the shipbuilding contract dated as of *[insert date]* (as amended or supplemented at any time, the "**Contract**") and made between Seahawk One, Ltd., (the "**Buyer**"), NCL Corporation Ltd as the Buyer's guarantor and Meyer Werft GmbH (the "**Builder**") in relation to the construction of the Builder's Hull [\*] (the "**Ship**").
2. In consideration of the Buyer entering into the Contract and agreeing to accept this Guarantee under Article 8, Clause 2.3 of the Contract as a security for the partial refund of the contract price instalment of € *[insert amount of instalment in numbers / words]* (the "**Instalment**") payable under Article 8, Clause 2.1 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract, at the request of the Builder we, *[insert name of Refund Guarantor]*, hereby unconditionally and irrevocably: (i) undertake to pay to the Buyer the relevant amount of the Buyer's Allowance in the amount of € *[insert amount in numbers / words]* pursuant to Article 8, Clause 2.8 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract (the "**relevant Buyer's Allowance**") and interest thereon at the relevant rate (as defined in the Contract) from the date of the Builder's receipt of the Instalment to the date of the Buyer's receipt of the refund of the relevant Buyer's Allowance against the Buyer's first written demand (a) specifying the amount claimed by the Buyer in respect of the relevant Buyer's Allowance together with interest thereon at the relevant rate (as defined in the Contract), and (b) specifying the account to which the amount demanded should be paid; and (ii) undertake to the Buyer that (a) payment will be made by us forthwith upon our receipt of such simple written demand, without any counterclaim, deductions, set-off, withholdings or any objection whatsoever, and (b) if we are required by law to make any deduction or withholding from any payment to the Buyer under this Guarantee, our payment to the Buyer will be increased by such amount as may be necessary to ensure that, after all of the required deductions and withholdings have been made, the Buyer receives a payment equal to the amount it would have received had no such deductions or withholdings been made. Our obligations arising from this Guarantee are reduced automatically by the amount of any payment made by us to the Buyer pursuant to a claim arising from this Guarantee.
3. Notwithstanding paragraph 2 above, if, within fifteen (15) running days following our receipt of a written demand from the Buyer, the Builder has (i) confirmed to us by written notice copied to the Buyer (a) that the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, (b) that such dispute does not relate to or arise out of or in connection with the occurrence of any of the circumstances, events or matters affecting the Builder referred to in Article 9, Clause 2.1 (vii) of the Contract, and (c) that the dispute will be resolved in accordance with the Contract, and (ii) delivered to us a copy of a written notice served on the Buyer stating in reasonable detail the grounds upon which the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, we shall be entitled

to withhold payment under this Guarantee pending settlement of the dispute between the parties or determination of the dispute in accordance with the Contract. If the Builder subsequently accepts all or any part of the Buyer's claim, or if the Buyer obtains a final order from the English courts adjudging that all or any part of the claim is payable to the Buyer, we will pay the relevant amount to the Buyer (together with interest thereon as provided in Clause 2(i) above) upon our receipt of a certified true copy of a settlement agreement signed on behalf of the Builder and the Buyer or (as the case may be) upon our receipt of a certified true copy of the relevant court order.

4. This Guarantee shall become effective upon the Builder's receipt of the Instalment and shall expire upon the first to occur of (i) the Buyer's acceptance of delivery of the Ship in accordance with the Contract, as evidenced to us by a true and complete copy of a written protocol of delivery and acceptance presented to us by the Builder or the Buyer and signed by the Buyer, (ii) the date when we have received a written notice from the Buyer stating that it has received, from another guarantor acceptable to the Buyer, a substitute guarantee securing the refund of the relevant Buyer's Allowance which is in form and substance satisfactory to the Buyer, (iii) the date on which the Buyer has received the relevant Buyer's Allowance covered by this Guarantee from the Builder and (iv) the date on which the Buyer has returned the original of this Guarantee to us *provided always that* if any written demand for payment is made by the Buyer or its assignees under this Guarantee prior to the termination of this Guarantee (but payment in satisfaction of such demand has not been made by us prior to termination hereof) this Guarantee shall remain in full force until payment of the amount demanded has been received by the Buyer or its assignees. This Guarantee shall also expire if returned to us in original by the Buyer for cancellation.
5. Our obligations under this Guarantee are those of a sole primary obligor (as and for our own debt and independent from any obligations of the Builder) and not merely as surety, and we agree that the Buyer is not obliged to make any prior demand of the Builder under the Contract or to seek to enforce any remedies against the Builder before making a claim under this Guarantee.
6. Our obligations under this Guarantee shall not be in any respect discharged, impaired or otherwise affected by reason of any events or circumstances whatsoever including without limitation (i) any invalidity, irregularity or unenforceability of any of the Builder's obligations under or in connection with the Contract, (ii) the granting to the Builder of any time, waiver, consent, indulgence or other forbearance in relation to the Contract, (iii) any bankruptcy, insolvency or similar proceedings related to any party to the Contract, (iv) any amendment or supplement to, or any novation or replacement of, the Contract, or (v) any other events or circumstances that might otherwise constitute a legal or equitable discharge of or defence to a surety or guarantor under applicable law, and we hereby irrevocably and unconditionally waive any and all defences at law or in equity that may be available to us by reason of any such events or circumstances.
7. This Guarantee shall be in addition to any other security granted by the Builder in favour of the Buyer under the Contract, and shall not be affected by any action taken by the Buyer under any such other security.
8. This Guarantee may be assigned by the Buyer to any of the banks and financial institutions from time to time providing the Buyer with financial support for its payment obligations under the Contract and to any other permitted assignees or transferees (including, without limitation, by way of novation) of the Buyer's rights under the Contract, *provided that* (i) such assignment or transfer is not illegal under applicable law and (ii) written notice of any such assignment or transfer will be given to us promptly thereafter.

9. We unconditionally and irrevocably (i) agree that this Guarantee (and any non-contractual obligations arising out of or in connection with this Guarantee) shall be governed by and construed in accordance with English law, (ii) agree that the English courts shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, that may arise out of or in connection with this Guarantee, and (iii) submit to the jurisdiction of the English courts for the purposes of any proceedings under or in connection with this Guarantee.
10. All correspondence, claims and demands under or in connection with this Guarantee shall be marked for the attention of [*insert name*] and delivered to us at [*insert address*]. Any legal process issued out of the English courts may be served on us by being delivered to our agent for service of process in London, [*insert name*] at [*insert London address*].

Yours faithfully

For and on behalf of

[*insert name of Refund Guarantor*]

**(End of Schedule 2)**

**SCHEDULE 3 - AOM FORM**

**Contract:** [\*]

**Place:** [\*]

**Date:**

**Participants:**

**Subject:**

**BGN:**

---

**Content of Modification:**

**Effect on:**

a. **Price [€]:**

b. [\*]

g. **Other Contractual Terms:**

**Remarks:**

[\*]

For and on behalf of  
the Buyer

For and on behalf of  
the Builder

---

[\*]

	[*]
Design cost	
Labour cost	
Material cost	
Builder's fixed profit margin	
[*]	

[\*]

[*]

Design Scope

Labour Scope

Material Scope

(End of Schedule 3)

**AUTHORISED SIGNATURES**

/s/ Kevin M. Sheehan

SIGNED by  
for and on behalf of  
**SEAHAWK ONE, Ltd.**  
Kevin M. Sheehan  
President & CEO

/s/ Kevin M. Sheehan

SIGNED by  
for and on behalf of  
**NCL Corporation Ltd.**  
Kevin M. Sheehan  
President & CEO

/s/ Bernard Meyer

SIGNED by  
for and on behalf of  
**MEYER WERFT GMBH**  
Bernard Meyer  
Managing Partner

**(End of Contract)**

2. This Addendum No. 2 will be treated as having been signed by the parties hereto at the time and on the date when each party has signed and initialled a complete, legible and identical counterpart of this Addendum No. 2 and exchanged the same by e-mail or fax with the other parties. Thereafter for record purposes only three identical original counterparts of this Addendum No. 2 shall be signed and initialled by each of the parties after which one original counterpart will be retained by the Builder, one will be retained by the Buyer and the other will be retained by NCLC.
3. Words and expressions defined in the Contract shall have the same meanings when used herein.
4. Except as set forth in this Addendum No. 2, the Contract shall remain unchanged and this Addendum No. 2 shall be treated as an integral part of the Contract.

IN WITNESS WHEREOF, the Builder, the Buyer and NCLC have duly executed this Addendum No. 2.

/s/ Bernard Meyer

For and on behalf of **Meyer Werft GmbH**  
8 July 2014

/s/ Kevin M. Sheehan

For and on behalf of **Seahawk One, Ltd.**  
8 July 2014

/s/ Kevin M. Sheehan

For and on behalf of **NCL Corporation Ltd.**  
8 July 2014

[\*]: THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

**ADDENDUM NO. 2  
TO THE SHIPBUILDING CONTRACT  
HULL NO. [\*]  
DATED 14 JUNE 2013**

between

MEYER WERFT GMBH, a company organised and existing under the laws of Germany, and having its principal office at Industriegebiet Süd, D-26871 Papenburg, Germany (the "Builder"); and

SEAHAWK TWO, LTD., a company incorporated in Bermuda and having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "Buyer"); and

NCL CORPORATION LTD., a company incorporated in Bermuda having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda ("NCLC").

Whereas by a Shipbuilding Contract originally dated 14 June 2013 in relation to Hull No. [\*] – as amended – to which, by novation made on the date of this Addendum No. 2, the Builder, the Buyer and NCLC are parties – (the "Contract"), the Builder has agreed to design, build, complete and sell to the Buyer a passenger cruise ship and the Buyer has agreed to purchase and accept delivery of the same, all in accordance with the terms and conditions of the Contract.

Now, therefore, in consideration of the premises, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Any and every recital, article and provision whatsoever of the Contract is agreed to be deleted in their entirety and replaced by the following new recitals, articles and provisions.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

**SHIPBUILDING CONTRACT**

BETWEEN

**MEYER WERFT GMBH**

AND

**SEAHAWK TWO, LTD.**

AND

**NCL CORPORATION LTD.**

---

IN RELATION TO  
HULL NO. [\*]

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**THIS AMENDED AND RESTATED SHIPBUILDING CONTRACT** (this "**Contract**") is made between:

- (1) **MEYER WERFT GMBH**, a company organised and existing under the laws of Germany, and having its principal office at Industriegebiet Süd, D-26871 Papenburg, Germany (the "**Builder**"); and
- (2) **SEAHAWK TWO, LTD.**, a company incorporated in Bermuda and having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "**Buyer**"); and
- (3) **NCL CORPORATION LTD.**, a company incorporated in Bermuda having its registered office at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda ("**NCLC**").

**NOW IT IS HEREBY AGREED** as follows:

**ARTICLE 1: SUBJECT MATTER OF CONTRACT**

**1 AGREEMENT TO BUILD, SELL AND PURCHASE**

1.1 On and subject to the provisions of this Contract, the Plans and the Specification:

- (i) the Builder shall:
  - (a) design, engineer, build, launch, equip and outfit the passenger cruise ship more particularly described in this Contract, the Plans and the Specification (the "**Ship**") at the Shipyard, and
  - (b) provide all components, equipment, gear, fittings, machinery, materials, parts, plant, outfit, spares and supplies which are necessary to achieve the objects and purposes described in Clause 1.1(i) (a) (the "**Parts**") other than the specified supplies to be provided by the Buyer (the "**Buyer's Supplies**"),
  - (c) supply all operating and maintenance manuals, drawings, lists, maker's instructions, plans, records, training materials and other construction documents;
  - (d) provide or procure the provision of all specified training of the Buyer, its employees and other representatives; and
  - (e) complete, finish, sell and deliver the Ship to the Buyer at Bremerhaven, but if this is not reasonably possible the Ship may be delivered at Eemshaven or if this is not reasonably possible at any other North European sea port or alternatively at sea close to a North European sea port (the "**Delivery Port**") selected by the Builder and approved by the Buyer (such approval not to be unreasonably withheld or delayed), after successful performance and completion of the tests relating to the Ship; and
- (ii) the Buyer shall purchase and accept delivery of the duly completed Ship at the Delivery Port.

1.2 The Builder, as a first class shipbuilder with a reputation for excellence and with knowledge of the Buyer's performance and quality requirements and standards shall

ensure that all building work shall be carried out in a good and workmanlike manner and in accordance with the highest shipbuilding and marine engineering practices and standards for new passenger cruise ships, and so that (unless specified to the contrary in the Specification) the design, quality, workmanship, Parts, function and performance of systems, and the aesthetic design of the passenger cabins and public areas and other specified areas of the Ship, shall not be lower than the highest of the corresponding standards on the reference ship, as built by the relevant builder and as accepted by the relevant buyer

## 2 DESCRIPTION OF THE SHIP

2.1 The Ship shall be a luxury passenger cruise ship suitable for continuous year-round worldwide cruising, with the following main dimensions and characteristics:

(i) **Dimensions**

Length overall about 325.90 metres  
Length between perpendiculars about 300.18 metres  
Breadth moulded about 41.40 metres  
Depth bulkhead deck about 11.60 metres  
Design draft about 8.33 metres

(ii) **Deadweight**

The guaranteed deadweight at a design draft of 8.33 metres will be 11,700 metric tons in seawater of 1.025 t/m<sup>3</sup> density (and under the conditions further described in section G.2.3 of the Specification). The deadweight is the difference between the loaded displacement and the contractual lightweight. The contractual lightweight is the weight of the Ship clean, empty, equipped ready for sea in accordance with section G.8.3 of the Specification and adjusted by any weight (and related ballast) added or subtracted by reason of any agreements on modification made at any time under Article 3 of this Contract.

(iii) **Passenger cabins**

Penthouse Suite 1: 4  
Penthouse Suite 2: 4  
Courtyard Suite 1: 20  
Courtyard Suite 2: 25  
Courtyard Suite 2 ADA: 2  
Spa Suites: 13  
Spa Suite Deluxe: 1  
Corner Suite: 8  
Junior Suite: 14  
Family Deluxe Suite: 3  
Family Deluxe Suite ADA: 1  
Mini Suite: 284  
Mini Suite Spa: 20  
Mini Suite ADA: 4  
Balcony Cabin: 1,114  
Balcony Cabin Spa: 38

Balcony Cabin ADA: 16  
Ocean View Cabins Transversal: 32  
Ocean View Cabins Longitudinal: 30  
Ocean View Cabins Longitudinal Family: 6  
Ocean View Cabins ADA: 4  
Family Cabin: 38  
Family Cabin ADA: 4  
Inside Cabin: 392  
Inside Cabin ADA: 16  
Inside Studio Cabin: 82

(iv) **Crew cabins**

Captain class cabins: 4  
Senior Officer cabins: 5  
Officer outside cabins: 112  
Officer inside cabins: 2  
Senior Crew, single cabins: 71  
Senior Crew, double cabins: 10  
Crew single cabins: 42  
Crew single shared cabins: 716  
Crew, double cabins A: 147  
Crew, double cabins B: 222  
Crew entertainer cabins: 10

(v) **Life saving equipment**

Total number of persons on board for the purposes of long international voyages: 6,936.

(vi) **Machinery**

Diesel engines	3 x 12V 48/60 CR TIER2, each capable of a maximum continuous rating of 14,400 kW at 514 rpm (or equivalent) 2 x 14V 48/60 CR TIER2, each capable of a maximum continuous rating of 16,800 kW at 514 rpm (or equivalent)
Pod units	2 pod units each developing 19,500 kW at approximately 139 rpm

(vii) **Speed**

The trial speed of the Ship at a mean moulded draft of 8.33 metres shall be at least 22.4 knots under the conditions specified in Section G.2.5 of the Specification.

- 2.2 The details of the dimensions and characteristics referred to in Clause 2.1 above, as well as the definitions and method of measurements and calculations, are as indicated in the Specification and no changes shall be made to such dimensions and characteristics without the Buyer's prior written approval.
- 2.3 The hull number of the Ship will be [\*] and that number shall in accordance with Clause 1.1 and 1.2 in Article 4 be placed upon the Ship and the Parts during construction.

**3 SPECIFICATION AND PLANS**

- 3.1 The Specification and the Plans describe in detail building work standards, the features of the building work and the general scope of the building work but, although the contents of the Specification and the Plans are believed by the Builder and the Buyer to be accurate, all dimensions and other details shall be independently verified and checked by the Builder and, if there are any errors or omissions in the Specification or Plans which may adversely affect the safety, seaworthiness or technical performance of the Ship, the Builder shall correct the same, after first notifying the Buyer in writing and obtaining the Buyer's written approval (which is not to be unreasonably withheld or delayed), without any increase in the Contract Price.
- 3.2 The Builder shall be solely and directly responsible for all aspects of the design, performance and quality of the building work, and the fact that any calculations, measurements, drawings, plans, test results or any other documents and data relating to the building work shall have been made, prepared or supplied by the Buyer or shown to the Buyer or approved by the Buyer and/or any Regulatory Authority and/or the Classification Society and/or any other specified person(s) or that modifications or alterations shall have been carried out in accordance with the Buyer's requirements shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations and/or liabilities under this Contract.
- 3.3 All Parts shall be new or (with the Supervisor's prior written approval which shall not be unreasonably withheld or delayed) unused, of high quality, and in strict and full accordance and compliance with this Contract, the Plans and the Specification and shall otherwise be in strict and full accordance and compliance with the Builder's usual high standards and practices of construction for similar passenger ships.
- 3.4 The Builder shall pay for all Parts promptly on or before delivery of the Ship or in accordance with usual commercial credit terms.
- 3.5 The Builder shall furnish: spare parts in accordance with the Specification; and maintenance tools of the kind and in at least the quantities required by the Specification, the Classification Society, and the makers' standards, for items furnished by the Builder. The cost of such spares and tools are included in the Contract Price. The Builder at its own cost and risk shall be responsible for the handling, storing and bringing on board the Ship of all spares and tools. Spares and tools furnished by the Builder shall be properly protected against physical decay, corrosion and mechanical damage and shall be properly listed so that replacements may be readily ordered by the Buyer.

4           **CLASSIFICATION**

- 4.1       The Builder shall design and build the Ship under the supervision and special survey of Det Norske Veritas (the "**Classification Society**"), in accordance with the regulations, requirements, resolutions and rules of the Classification Society (the "**Class Rules**") that are (i) in force as of the Effective Date and (ii) announced as of the Effective Date as intended at any time thereafter to come into force or to be implemented. On delivery the Ship shall achieve the class notations specified in Section G.3.2 of the Specification free of all conditions, notations, qualifications, recommendations, reservations and restrictions.
- 4.2       The Classification Society's decision as to compliance or non-compliance of the building work with the Class Rules shall be final and binding on the parties but this provision shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations to comply with this Contract, the Plans and the Specification in respect of requirements that exceed the Class Rules.
- 4.3       The Builder shall also design and build the Ship under the supervision and in accordance with the regulations, requirements, resolutions and rules of the Regulatory Authorities (the "**Regulatory Rules**") as well as all other specified regulations, requirements, resolutions and rules that, are (i) in force as of the Effective Date and (ii) announced as of the Effective Date as intended at any time thereafter to come into force or to be implemented.
- 4.4       The decision of any Regulatory Authority which is to issue specified certificates shall be final and binding on the parties as to compliance or non-compliance of the building work with the relevant Regulatory Rules but this provision shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations to comply with this Contract, the Plans or the Specification in respect of requirements which exceed the Regulatory Rules.
- 4.5       All classification, certification, testing, survey and other fees and charges payable to the Classification Society and other third parties in relation to the building work shall be for the account of the Builder.
- 4.6       Although the Classification Society will be appointed and paid for by the Builder, and although the Builder will be exclusively responsible for the correct interpretation and application of the Class Rules:
- (i)       the parties intend that, in performing its role in relation to the building work, the Classification Society shall be acting for, and shall owe identical duties to, both of the parties to this Contract; and
  - (ii)      the Builder will ensure that the provisions of this Clause 4.6 are communicated to, and accepted by, the Classification Society prior to its appointment under this Contract.
- 4.7       All fees and charges incidental to the registration of the Ship under the flag and laws of the Flag State shall be for the account of the Buyer.
- 4.8       In relation to the building work, the Buyer has the right:
- (i)       to inspect all correspondence, minutes of meetings and other documents passing between the Builder and the Classification Society or the Regulatory Authorities and to have copies thereof upon request of the Supervisor or the Buyer; and

- (ii) to attend all scheduled meetings between the Builder and the Classification Society or the Regulatory Authorities, and the Builder shall provide (or procure that the Classification Society or Regulatory Authorities provide) copies of all documents requested under paragraph (i) above and shall keep the Buyer well informed (in advance) of all of the meetings referred to in paragraph (ii) above. The Builder will promptly inform the Supervisor of any unscheduled meetings between the Builder and the Classification Society or the Regulatory Authorities and, if the Supervisor does not attend any of such meetings, the Builder will give the Supervisor a reasonably detailed account of the matters discussed and decisions taken at the meeting.
- 4.9 The Builder and its subcontractors shall comply with all laws, rules and regulations applicable to the building work, and the Builder shall obtain all licenses, permits, certificates and permissions required for the execution and completion of the building work, including those required by the Classification Society and the Regulatory Authorities.
- 4.10 The Builder shall be responsible for obtaining the approval of all drawings, calculations and other necessary matters by the Classification Society and the Regulatory Authorities, and shall arrange for all applicable certificates and approvals to be issued.
- 5 **BUILDER'S RIGHT TO SUBCONTRACT**
- 5.1 The Builder shall not subcontract the whole of the building work but it may subcontract the performance of certain parts of the building work to reputable and suitably qualified and experienced subcontractors *provided that* for any major subcontracting the Builder shall obtain the prior written consent of the Buyer (which consent shall not be unreasonably withheld or delayed), it being agreed that "**major subcontracting**" shall mean any construction or assembly of the Ship's volume sections or installation of the Ship's machinery and other main Parts, or any other major building work, to be done outside the Shipyard unless customarily done outside the builders' yards in connection with the construction of luxury passenger ships within the North/Northwest European shipbuilding industry.
- 5.2 The Builder's appointment, contracting, employment or use of any workmen, subcontractors, agents and other representatives (including, without limitation, any such persons appointed or employed or contracted by the Builder with the Buyer's approval) shall not in any manner or to any extent relieve the Builder from (or otherwise reduce) any of the Builder's obligations and/or liabilities under or in connection with this Contract nor diminish the Builder's responsibility adequately to manage and supervise such persons and to ensure that they conduct themselves in an efficient and workmanlike manner and in accordance with the practices and standards referred to in Clause 1.2.
- 5.3 The Builder covenants with the Buyer that:
- (i) it shall ensure that there is not and will not be created by the Builder any direct or indirect contractual or other legal relationship between the Buyer and any subcontractors appointed or otherwise used by the Builder (save for such relationships as may be created by reason of (a) the warranty and guarantee assignments to be made by the Builder under Clause 2.10 of Article 7 and (b) under Clause 4.6 of Article 1);

- (ii) it shall take reasonable care in the selection, employment, appointment and supervision of all subcontractors, and shall use its best endeavours to procure their employment or appointment on the best possible terms consistent with the Buyer's rights, and the Builder's obligations and liabilities, under this Contract including, without limitation, such matters as (a) the best possible guarantees and warranties reasonably achievable and liberty for the Builder to assign all or any part(s) of such guarantees and warranties to the Buyer, (b) the safety of passengers and crew, (c) good service, (d) reliability of subcontractors, and (e) availability of spares and post-delivery service support;
  - (iii) it shall prevent its subcontractors from exercising any rights (including without limitation, any German Law Encumbrance Rights) to arrest, attach, detain or encumber the Ship, the Parts or any of the Buyer's Supplies;
  - (iv) it shall promptly provide the Buyer with such information and access as it may require from time to time in order to verify the performance of the supply and building work carried out by the Builder's subcontractors;
  - (v) it shall promptly (a) deal with the Buyer's reasonable complaints regarding the terms of engagement or contract of any of its subcontractors, and/or (b) take necessary steps to ensure the proper performance of any such subcontractors, and/or (c) comply with any reasonable requests by the Buyer to terminate any such engagement or contract and appoint a substitute subcontractor; and
  - (vi) it shall be fully, directly and solely responsible (as between the Builder, the Buyer and the other protected parties) for the acts, omissions and defaults of the Builder's subcontractors (including, without limitation, any persons appointed, employed or contracted by the Builder with the approval of the Buyer) and for the acts, omissions and defaults of the respective officers, employees, workmen, agents and other representatives of the Builder and its subcontractors.
- 5.4 The Buyer shall have the right to approve the identity of all main subcontractors other than those specified in the List of Suppliers, such approval not to be unreasonably withheld or delayed.
- 5.5 All labour costs (including overtime costs) of the Builder and of the workmen, subcontractors, and others used by the Builder shall be for the account of the Builder.
- 6 BUYER'S SUPPLIES**
- 6.1 The Buyer, at its own risk and expense, shall contract for, supply and deliver the Buyer's Supplies to the Shipyard and, in the case of certain materials, to the Builder's facility at the base port for trials in proper condition for installation or incorporation in, or stowage on board, the Ship in precise accordance with a delivery schedule to be agreed between the Buyer and the Builder within one hundred and eighty (180) days after the Effective Date.
- 6.2 The Builder shall, at its own risk and expense, receive, check as to agreement with transport documents, insure (in accordance with Clause 2 of Article 4), safely store and keep well protected, and properly inspect, put on board and thereafter install or incorporate in or stow on the Ship, all of the Buyer's Supplies from time to time delivered to the Shipyard, and (whenever so requested by the Supervisor) the Builder shall also assist the Buyer to clear any Buyer's Supplies through German customs and (in relation to the materials which are to be delivered at the base port for trials) through the relevant customs. Upon request by the Builder and subject always to the availability

of appropriate representatives of the Buyer at the Shipyard, the Buyer's representatives at the Shipyard will assist the Builder at the Shipyard in the transport, storage and installation of the Buyer's Supplies.

6.3 In order to facilitate the inspection, installation and incorporation of the Buyer's Supplies by the Builder, the Buyer shall furnish the Builder with all storage instructions, plans, instruction books, test reports and certificates provided to the Buyer by its suppliers and, if so requested by the Builder, the Buyer shall without charge to the Builder cause the relevant suppliers to assist the Builder in the installation and incorporation of such Buyer's Supplies at the Shipyard. If any Buyer's Supplies (including any Buyer's Supplies to be replaced by the Buyer pursuant to this Clause 6) have not been delivered within five (5) working days after the Supervisor's receipt of a notice from the Builder under Clause 6.4(ii), the Builder shall be entitled to proceed with the construction of the Ship without installing or incorporating such Supplies in or on the Ship and the lack of any such installation or incorporation shall not be treated as a Defect in the Ship *provided that* if, having regard to the nature and/or expected delivery date(s) of the relevant Buyer's Supplies and/or the Builder's programme for the building work, it is reasonable for the Buyer to request the Builder to arrange the building work so that the relevant Supplies can be installed or incorporated in or on the Ship at a later date then, in each such case, the Builder will use its best efforts to accommodate any such reasonable request.

6.4 The Builder:

- (i) shall be liable to the Buyer for any damage to or loss of any Buyer's Supplies occurring or arising after their delivery by (or on behalf of) the Buyer under Clause 6.1 unless such damage or loss is caused by the inadequate packing or inherent vice of such Buyer's Supplies; and
- (ii) shall notify the Supervisor as soon as practicable of any loss of, damage to, or deficiency in the supply or performance of, any of the Buyer's Supplies or any late delivery thereof in accordance with Clause 6.3.

6.5 Where the Builder is liable to the Buyer (under Clause 6.4) for any damage to or loss of any Buyer's Supplies, the Builder will promptly replace the relevant Supplies with identical items at its risk and expense. If, notwithstanding all reasonable efforts by the Builder, it is not possible to obtain identical items then the Builder will at its risk and expense provide comparable items which are reasonably acceptable to the Buyer. In all other cases where the Builder gives notice to the Buyer under Clause 6.4(ii), the Buyer will promptly replace the relevant Supplies at its risk and expense.

6.6 Within thirty (30) days after the Ship has been delivered by the Builder and accepted by the Buyer in accordance with the provisions of this Contract, the Buyer will remove from the Shipyard any of the Buyer's Supplies which have not been used in the construction of, or otherwise delivered with, the Ship.

## 7 BUILDER'S TALLY OF BUYER'S SUPPLIES

7.1 The Builder shall make and keep up-to-date records of all Buyer's Supplies from time to time delivered to the Shipyard and/or other premises of the Builder (and/or its subcontractors) and, without prejudice to the generality of the foregoing, the Builder shall ensure that such records are made and kept in the form usually used by the Builder and/or its subcontractors therefore and show:

- (i) the date of delivery to the Builder (or its subcontractors) of each batch or consignment of Buyer's Supplies;
- (ii) where and how such Buyer's Supplies are stored;
- (iii) when such Buyer's Supplies are incorporated or installed in, or stowed on, the Ship; and
- (iv) the balance of any unused Buyer's Supplies.

7.2 The Builder shall provide the Supervisor, on a monthly basis, with a complete set of the records described in Clause 7.1 and all amendments of, or supplements to, such records.

**(End of Article 1)**

**ARTICLE 2: SUPERVISION**

**1. SUPERVISOR**

- 1.1 The Buyer may retain a supervisor (the "**Supervisor**") and a supervision team at the Shipyard to maintain close contact with the Builder and, on behalf of the Buyer, to supervise the building work, and the Builder will assist the Buyer to obtain any necessary German permissions and authorisations for the Supervisor and his team to carry out their duties.
- 1.2 The Supervisor and his team shall at all times be deemed to be the employees of the Buyer and the Builder shall be under no liability whatsoever for personal injuries or other harm to, or death of, the Supervisor or any of his team, or for damage to, or loss or destruction of, their property, unless such injury, harm, death, damage, loss or destruction is caused by the negligence and/or wilful default of the Builder and/or any of the Builder's subcontractors.
- 1.3 The Supervisor and his team shall carry out their inspections and supervision in an efficient manner and in such a way as to avoid any increase in the building costs or delays to the building work.
- 1.4 All salaries and, subject to Clause 1.5, costs and expenses of the Supervisor and his team shall be for the Buyer's account.
- 1.5 The Builder shall provide, free of charge to the Buyer, the Supervisor and the Supervisor's team:
- (i) adequately equipped, maintained and serviced changing rooms and offices in reasonable numbers (including, without limitation, tables, chairs, filing cabinets, direct call national and international telephones and faxes, word processing workstations with laser printers in each office all in reasonable numbers, and one (1) full time secretary) conveniently located in the Shipyard and in close proximity to the Ship, and
  - (ii) lodgings in Papenburg (or vicinity) and meals at the Shipyard (as far as available),
- provided that* the Builder may charge the Buyer at cost for such lodgings and meals, for the secretary and for the use by the Supervisor and his team of the national and international postage, telephone and fax services provided by the Builder under this Clause 1.5.
- 1.6 A written statement confirming the Supervisor's appointment and the scope of his actual authority shall be given by the Buyer to the Builder within thirty (30) days after the Effective Date. Written notice of revocation of appointment of the Supervisor and/or any change in the scope of his actual authority shall be given by the Buyer to the Builder immediately after any such revocation and/or change has been decided upon by the Buyer.
- 1.7 The Supervisor and his team shall be deemed to have notice of and shall observe the safety, security and other rules and precautions in force from time to time at the Shipyard and at the premises of the Builder's sub-contractors.

**2. PLAN APPROVAL**

- 2.1 Each of the Builder and the Buyer acknowledges and agrees that the construction of the Ship requires co-operation and flexibility on the part of both parties, especially during the

design phase. The plan approval arrangements referred to in this Clause 2 shall be limited to such plans, drawings and other documents as are described in section G.4.3 of the Specification. For the avoidance of doubt and notwithstanding anything to the contrary in this Clause 2, it is agreed that for areas, features and spaces of the Ship that are the same as the corresponding areas, features and spaces of the Builder's Hull No. [\*], the Builder is not obliged to prepare new drawings for Buyer's review and approval and the Builder may use the drawings approved by the buyer of Builder's Hull No. [\*] in respect of such areas, features and spaces.

- 2.2 Notwithstanding the generality of Clause 2.1, the building work shall be carried out in strict accordance with the provisions of this Contract, the Specification and the Plans, and prior to commencement of the building work (and from time to time thereafter as and when the Buyer may request) the Builder will provide the Supervisor with a work schedule containing a critical path treatment of the major and significant elements of the building work, in their proper sequence, which must be completed to ensure delivery of the Ship by the Delivery Date.
- 2.3 All plans, drawings and other documents required to be developed and supplied by the Builder to the Buyer for approval shall be delivered by the Builder in their proposed final form in three (3) copies which shall be delivered to the Supervisor (or, if the Supervisor is not at the Shipyard at the relevant time, to the most senior member of the Supervisor's team at the Shipyard unless a specified member of the team has been nominated by the Supervisor for this purpose by notice to the Builder and is available at the Shipyard), and the Builder agrees to use its best endeavours to submit all such plans, drawings and documents in such a manner that the Buyer may reasonably review and approve or comment on the same within the periods provided for in Clauses 2.4 and 2.5.
- 2.4 Within five (5) working days after the Supervisor's receipt of the plans, drawings and other documents referred to in Clause 2.3, the Supervisor will notify the Builder in writing whether or not such plans, drawings and other documents are sufficient to enable the Buyer to review them pursuant to this Clause 2; and if any of the plans, drawings or other documents are deficient in any way, the Supervisor must specify the deficiency and give his reasons in such notice.
- 2.5 If a plan, drawing or other document is not accepted by the Supervisor as being sufficient for the Buyer's review in accordance with Clause 2.4, the Builder shall promptly alter the relevant plan, drawing or document without charge to the Buyer and resubmit it as altered for approval by the Buyer in accordance with Clauses 2.3 to 2.6. Such approval shall refer only to the alterations.
- 2.6 Any plans, drawings and other documents submitted to the Supervisor and accepted by him as being sufficient for the Buyer's review must be returned to the Builder as soon as practicable and, at the latest, within fifteen (15) working days after the Supervisor's receipt of those plans, drawings and other documents which the Supervisor has authority to approve on behalf of the Buyer. If the Buyer needs additional time to review any plans, drawings and other documents, it will request an extension by written notice to the Builder as soon as reasonably practicable after the Supervisor's receipt of the relevant plans, drawings or other documents and the Builder will not unreasonably withhold or delay its request to such an extension.
- 2.7 When returning to the Builder plans, drawings and other documents accepted by the Supervisor as being sufficient for the Buyer's review, the Supervisor shall mark them as approved or as rejected by the Buyer *provided that* all rejections shall specify with reasons all aspects of the rejected plans, drawings or documents which do not, or which provide for

building work which does not, conform to the requirements of this Contract, the Plans or the Specification.

- 2.8 If a plan, drawing or other document is approved by or on behalf of the Buyer, the Builder shall proceed with the building work shown therein.
- 2.9 If a plan, drawing or other document is rejected (in whole or part) by or on behalf of the Buyer, the Builder shall promptly alter the relevant plan, drawing or document without charge to the Buyer and resubmit it as altered for approval by the Buyer in accordance with Clauses 2.3 to 2.6. Such approval shall refer only to the alterations.
- 2.10 If the Builder does not accept (in whole or part) any rejections made by or on behalf of the Buyer, the Builder shall promptly notify the Supervisor in writing and give his reasons in the notice for such non-acceptance. In addition, if the Buyer reasonably requests any clarification or further information from the Builder in connection with the Buyer's review and approval of plans, drawings or other documents, the Builder shall promptly provide the requested clarification or information to the Supervisor.
- 2.11 All building work performed by the Builder prior to approval by the Buyer of all plans, drawings or documents relating to such work shall be at the sole risk and expense of the Builder.
- 2.12 If the Buyer (or the Supervisor on the Buyer's behalf) fails to return to the Builder, in accordance with Clause 2.6, any plan or drawing or other document and this failure is not remedied within two (2) working days after the Supervisor's receipt of a written notice from the Builder specifying such failure, such plan or drawing or other document shall be deemed to have been automatically approved by the Buyer without any comments.
- 2.13 If the Builder discovers any feature in the Plans or the Specification which appears to be inconsistent with the general scheme of the building work or which might (in the reasonable opinion of the Builder) expose the Builder or the Buyer to any product liabilities, the Builder shall promptly notify the Supervisor and submit a proposal to the Supervisor for the Buyer's approval (such approval not to be unreasonably withheld or delayed) for the removal of the inconsistency or risk of product liability at the Builder's cost and in the Builder's time. If the Buyer becomes aware of any feature in the Plans or the Specification which might (in the reasonable opinion of the Buyer) expose the Builder or the Buyer to any product liabilities, the Buyer shall promptly notify the Builder after which the Builder shall promptly submit a proposal to the Supervisor for the Buyer's approval (such approval not to be unreasonably withheld or delayed) for the removal of the inconsistency or risk of product liability at the Builder's cost and in the Builder's time

### 3. **WORK APPROVAL**

- 3.1 Throughout the period during which the Ship is being built the Builder will conduct its usual quality control programme of inspections, testing and supervision by a team of the Builder's staff specially designated for this purpose but the building work and all Parts, as the same may at any time and at any place be completed or be in progress, shall also be subject to inspection by and the approval of the Buyer (acting through the Supervisor and his team) and the Classification Society.
- 3.2 The Builder shall at all times during normal working hours give the Supervisor and the Supervisor's team free and ready access to (and a free right to inspect) the Ship and Parts at any place where building work is being done or tests are being carried out or Parts are being processed or stored in connection with the building of the Ship including, without limitation, the Shipyard and other yards, workshops and stores of the Builder, and the

premises of the Builder's subcontractors who are doing work in connection with the building of the Ship or processing or storing Parts, and the Builder shall ensure that the provisions of this Clause 3.2 are inserted into all subcontracts from time to time made by it in connection with the building work.

3.3 The Buyer shall be entitled (but not obliged) to reject all building work and Parts which do not comply with the requirements of this Contract, the Plans and the Specification unless and to the extent that such non-compliance is the direct result of the Builder seeking to avoid (in a manner approved by the Buyer, such approval not to be unreasonably withheld or delayed) the product liabilities described in Clause 2.13 *provided that* all rejections shall be made in writing, and shall specify with reasons those aspects of the building work or Parts inspected which do not comply with the requirements of this Contract, the Plans or the Specification.

3.4 If any building work or Parts shall be duly rejected by the Buyer as not complying with the Contract, the Plans or the Specification, the Builder shall promptly correct or replace such work or Parts at the Builder's cost and in the Builder's time.

#### 4. **PLANNED PROGRAMME**

4.1 The Ship shall be constructed in accordance with the planned milestones programme attached to the Specification as Appendix 8 defining certain stages of the construction process ("**Milestones**") which must be completed by the dates therein specified.

4.2 The Builder shall submit to the Buyer each month, commencing on the date falling three (3) months after the Effective Date, until delivery, the following documentation (the accuracy of which the Builder hereby warrants):

- (i) a status report on the building work as compared with the planned programme, including the critical path;
- (ii) a report setting out the actual progress of the building work during the previous month as compared with the planned programme;
- (iii) a list of modifications (if any) agreed during the previous month, including Contract adjustments, if any, agreed during that month;
- (iv) a report on the delivery of subcontracted materials during the previous month (the precise nature and form of which report shall be agreed, from time to time, between the Buyer and the Builder).

4.3 Without prejudice to the Builder's obligations under this Contract, if the construction of the Ship should, for any reason whatsoever, be delayed beyond the time-frame indicated in the planned programme, the Builder shall immediately notify the Buyer. If the delay which has occurred is not a permissible delay, the Builder shall within fourteen (14) working days after provision of such notification provide to the Buyer a written schedule describing the steps (including any appropriate increase in manpower and material resources) the Builder intends to take to recover the time lost. The Builder and the Buyer shall meet at the earliest opportunity to discuss the proposal and the Builder's detailed plans for implementation of the same.

#### 5. **MINOR ALTERATIONS**

5.1 Subject to Clause 3.2 in Article 1 and to Article 3, approvals and other decisions of the Buyer in relation to the design and performance of the building work shall be final and may not be revised or revoked without the prior written approval of the Builder *provided that* the

Builder shall not withhold its approval for any minor alterations or revisions requested by the Buyer which (in the reasonable opinion of the Builder) would not:

- (i) delay or increase the cost of the building work or have a material adverse affect on the Builder's planning or programme for the building work; or
- (ii) otherwise constitute a material modification of this Contract, the Plans or the Specification; or
- (iii) require the Builder to jeopardise its contracted building schedule(s) for other ships.

6. **TECHNICAL DISPUTES**

- 6.1 If, at any time during the design phase or any other stage of the building work, there is a difference of opinion between the Builder and the Buyer in relation to any technical matter, then either party may give a notice to the other party and if the parties do not resolve the difference of opinion within five (5) working days after the date of service of such a notice, the Builder or the Buyer may require that the difference of opinion be treated as a Dispute of a technical nature to be resolved in accordance with Clause 1 of Article 13.

**(End of Article 2)**

### ARTICLE 3: MODIFICATIONS

#### 1. MODIFICATIONS

1.1 This Contract, the Plans and the Specification may be modified from time to time by agreement of the parties. The Builder shall act in good faith and on an open book basis to implement modifications requested by the Buyer, and/or any modifications required to be made under Clause 2 which are occasioned by any changes in the Class Rules or in any of the Regulatory Rules after the Effective Date, subject to the Buyer agreeing to necessary modifications to the Contract Price, the Delivery Date and any other relevant provisions of this Contract. The Builder agrees to act in good faith and on an open book basis to implement any such modifications:

- (i) at the lowest cost reasonably possible;
- (ii) within the shortest period of time reasonably possible; and
- (iii) without any loss in the relative priority of the building work for the Ship compared to other construction work in the Shipyard,

*provided that* nothing in this Clause 1.1 shall require the Builder to jeopardise its contracted building schedule(s) for other ships.

1.2 Any agreement on a modification ("**AOM**") of this Contract, the Plans or the Specification shall include:

- (i) any increase or decrease in the Contract Price;
- (ii) any change in the Delivery Date, and
- (iii) any other adjustment to or amendment of any relevant provisions of this Contract, the Plans or the Specification,

which is directly, necessarily and reasonably occasioned by such modification.

Unless otherwise expressly agreed in writing by the Buyer, for each AOM the increased costs or savings in costs directly, necessarily and reasonably occasioned by the relevant modifications shall be calculated as the sum of:-

(i) the net positive or negative change in (a) the Builder's actual design costs (excluding profit and SG&A expenses), (b) the Builder's actual labour costs (excluding profit and SG&A expenses), and (c) the Builder's actual material costs (excluding profit and SG&A expenses); and

(ii) a fixed profit margin for the Builder of [\*], which margin (a) covers and includes all compensation, financing, guarantee, insurance, profit, remuneration, risk and other factors whatsoever in connection with the relevant AOM, and (b) shall be applied only in the case of a net increase in the costs directly, necessarily and reasonably occasioned by such AOM.

For these purposes, the Builder's "**SG&A**" expenses mean the Builder's combined operating expenses including expenses for contracting, payroll, design, engineering and production, purchasing and sales, and all other administrative and operational expenses.

1.3 Whenever so requested by the Buyer, the Builder will verify its calculation of any modification costs by providing to the Buyer, on an open book basis, a reasonably detailed explanation of the Builder's calculations and details of the man-hours and other data used

in connection with any of the alterations or changes occasioned by any modification to be made under this Article 3. For all purposes of this Contract, the expression "open book basis" means the provision by or on behalf of the Builder (subject to such provision being reasonably practicable on the part of the Builder, or possible without breach of confidentiality restrictions binding on the Builder) of all such invoices and other supporting information, and of all such calculations, determinations and other data as may be required in order to afford complete transparency to the Buyer in relation to the Builder's calculations. Each agreement on a modification of this Contract, the Plans or the Specification shall be recorded and evidenced by an AOM based on the form set out in Schedule 3 of this Contract each of which, when signed by the duly authorised representatives of the Builder and the Buyer, shall constitute an amendment to this Contract and/or the Plans and/or the Specification. Following the signature of each AOM the Builder shall implement the modifications referred to therein.

- 1.4 If there is any Dispute between the parties as to any of the matters referred to in Clause 1.2 then, if the Buyer so requires, the Builder will make the requested modification before the Dispute has been resolved provided the Buyer confirms its willingness to pay the amount found due to the Builder in respect of such modification.
- 1.5 Throughout the construction period, the Builder and the Buyer will co-operate and work closely together on an open book basis in order to try to identify and agree on cost savings in the construction of the Ship which shall not diminish the general appearance, safety and operational aspects of the Ship. The agreed cost savings will be recorded as modifications in accordance with the provisions of this Clause 1.
- 1.6 In costing all modifications: (i) the Builder will give due credit to the Buyer where implementation of a modification will relieve the Builder from costs or work that it would otherwise have had to incur or carry out in performing its obligations under this Contract, and (ii) the Buyer will be duly debited where implementation of a modification will burden the Builder with costs or work which are in excess of costs and work that the Builder would otherwise have had to incur or carry out in performing its obligations under this Contract.
- 1.7 Within the Contract Price for the Ship the implicit unit cost of each grade of passenger cabin is listed in a table attached to the Specification as Appendix 9. Until phase 6-7 of the architectural plan, the Buyer may modify the number of passenger cabins on the Ship on the cost basis and within the following scale parameters:
  - (i) The cost increase referable to each cabin added to the Ship, and the cost saving referable to each cabin removed from the Ship, will be as specified for each grade of cabin in the table referred to above. In addition, (a) due credit will be given to the Buyer where the addition or removal of cabins will relieve the Builder from costs or work that the Builder would otherwise have had to incur or carry out in performing its obligations under this Contract, and (b) the Buyer will be duly debited where the addition or removal of cabins will burden the Builder with costs or work which are in excess of costs and work that the Builder would otherwise have had to incur or carry out in performing its obligations under this Contract.
  - (ii) The additional number of passenger cabins on the Ship will not exceed a total of 25 cabins with a total of 50 lower berths.
  - (iii) The increase of the gross tonnage of the Ship as result of cabin modifications will not exceed 300 GT. Apart from this permitted

increase in the gross tonnage, the cabin modifications will not change any of the other main dimensions or main technical characteristics of the Ship as defined in the specifications.

## 2. CLASSIFICATION AND REGULATORY CHANGES

- 2.1 If, after the Effective Date, any Class Rules and/or any Regulatory Rules are changed by the Classification Society or any Regulatory Authority, the Builder shall promptly notify the Buyer in writing of the relevant change(s) and of the necessary modifications to be made to this Contract, the Plans and the Specification.
- 2.2 If, following its receipt of a notice under Clause 2.1, the Buyer reasonably considers that the operation of the Ship in its intended service would permit of a dispensation or waiver, the Builder will at the request of the Buyer apply for a dispensation from, or waiver of compliance with, the relevant change(s).
- 2.3 If the Buyer does not require the Builder to apply for a dispensation or waiver (or it has not been possible to obtain a dispensation or waiver) within a period of fifteen (15) days after the Buyer's receipt of a notice under Clause 2.1 (or such longer period of time as the parties may agree to be reasonable in the light of all the circumstances then prevailing), the parties shall make an agreement to modify this Contract in accordance with Clause 1 and thereafter the Builder shall make the relevant change(s) in the design or building of the Ship.

## 3. SUBSTITUTION OF PARTS

- 3.1 If (notwithstanding all reasonable efforts on the part of the Builder and *provided that* orders for the same were placed in good time by the Builder) any Parts are not available at the time required for their installation or incorporation in the Ship, the Builder may (with the prior written approval of the Buyer) use suitable substitute Parts which are at least equal to the standard and quality of the Parts which were not available and which are capable of meeting all of the requirements of:
- (i) this Contract, the Plans and the Specification; and
  - (ii) the Classification Society and the Regulatory Authorities.
- 3.2 Where a proposed substitution of Parts is approved by the Buyer, the Builder shall:
- (i) bear all additional costs and expenses whatsoever in relation to such substitution; and
  - (ii) credit the Buyer with any cost savings occasioned by such substitution.

**(End of Article 3)**

**ARTICLE 4: TITLE AND INSURANCES**

**1. TITLE, RISK AND ENCUMBRANCES**

- 1.1 Title to the Ship and all Parts (but not Buyer's Supplies, title to which will at all times be and remain with the Buyer) shall pass to the Buyer upon the Ship's delivery to, and acceptance by, the Buyer in accordance with Clause 1 in Article 7 and until such delivery and acceptance shall have occurred all risks connected with the building work - including, without limitation, all risks in relation to the Ship, all Parts and all Buyer's Supplies from the time when they are taken into the custody of the Builder or any of its subcontractors - shall lie exclusively with the Builder.
- 1.2 Immediately upon:
- (i) the receipt by the Builder (or any of its subcontractors) of any Buyer's Supplies; and
  - (ii) the delivery to, or fabrication by, the Builder (or any of its subcontractors) of all other Parts,
- the Builder shall mark (or cause its relevant subcontractors to mark) the same and the Ship (as it is from time to time built) with Hull number [\*]
- 1.3 The Builder shall have no authority to create (and waives all rights to create) any encumbrances whatsoever over any of the Buyer's Supplies, nor shall it permit any encumbrances of any kind (other than permitted encumbrances) to be imposed on or asserted against any of the Buyer's Supplies.
- 1.4 At any time when a payment is due to the Builder under this Contract, and at all other reasonable times, the Buyer may require the Builder to provide a written statement satisfactory to the Buyer showing what, if any, encumbrances of any kind (other than permitted encumbrances) have been or are liable to be imposed on or asserted against any of the Buyer's Supplies.
- 1.5 If any encumbrance of any kind (other than any permitted encumbrance) is imposed on or asserted against any of the Buyer's Supplies, the Builder shall promptly notify the Buyer and shall, not later than ten (10) days thereafter, secure the discharge or release of such encumbrance *provided that* if the Builder desires to contest any such encumbrance and such discharge or release is not available under law during such contest (including, without limitation, through the filing of a bond or other security), the Builder shall immediately take such steps as in the opinion of the Buyer shall prevent such encumbrance from delaying or otherwise adversely affecting the building work and shall indemnify fully, hold harmless and defend the Buyer and all other protected parties from and against all Losses which any of them may sustain or incur as a result of the imposition of any such encumbrance.
- 1.6 Notwithstanding the provisions of Clause 1.5, the Buyer may secure the removal of any such encumbrance in which event the Builder shall reimburse the Buyer in full for its costs (including legal fees) of securing such discharge or release by deducting such sum from any payments due or to become due to the Builder under this Contract save that if any such cost is in excess of the amount of any such reimbursement by deductions, the Builder shall pay the amount of such excess to the Buyer promptly upon demand.
- 1.7 Notwithstanding the provisions of Clause 1.5, the Buyer, without securing the discharge or release of any such encumbrance, may nevertheless withhold from any payments due or

to become due to the Builder, unless and until such encumbrance is discharged or released by the Builder, a sum equal to the amount reasonably determined by the Buyer to be required to secure the discharge or release of such encumbrance (which amount shall include the estimated amount of all expenses which might be incurred in connection therewith, including legal fees).

1.8 Prior to the installation of any of the Buyer's Supplies:

- (i) the Builder may require the Buyer to state in writing whether any permitted encumbrances have been imposed on or asserted against the relevant Buyer's Supplies and to discharge any such permitted encumbrances prior to the installation of such Buyer's Supplies, and if the Buyer fails to discharge any such permitted encumbrances, the Builder may withhold the installation of the relevant Buyer's Supplies in which case any resulting delays will be the Buyer's responsibility; and
- (ii) the Buyer may require the Builder to confirm in writing that the representations made by it in Article 10, Clause 1.2(ii) remain in all respects true and accurate and to procure that the Builder's financiers confirm in writing to the Buyer that they have no grounds for making (nor any expectation of acquiring grounds for making) any claims against the Builder or the Ship, and if the Builder or its financiers fails to deliver any such statement, the Buyer may require the Builder to withhold the installation of the relevant Buyer's Supplies in which case any resulting delays will be the Builder's responsibility.

2. **INSURANCES**

- 2.1 During the currency of this Contract and until her delivery to the Buyer the Ship, all Parts, and all Buyers' Supplies (up to a maximum aggregate value of [\*]taken into the custody of the Builder (or any of its subcontractors) and whether or not built into or installed on or in the Ship, shall be at the exclusive risk of the Builder which shall at its own expense keep the same insured on policy terms, and with first class brokers and underwriters approved by the Buyer and its financiers in respect of and against all usual marine and builder's risks, including protection and indemnity risks, tests risks and war risks. All premiums and deductibles shall be for the sole account of the Builder. Neither the brokers nor the underwriters shall have any rights of recourse against the Ship or any of the protected parties, or any rights to make any deduction, set-off or other withholding from or against any sum payable to the Buyer or its assignees in connection with the Insurances.
- 2.2 The amount of the insurances (the "**Insurances**") to be arranged by the Builder under this Article shall be not less than the Contract Price.
- 2.3 All Insurances shall be taken out by the Builder naming the Builder as the assured party and the Buyer as the co-insured party for their respective interests. The Insurances shall contain loss payable provisions reasonably acceptable to the Buyer and its financiers.
- 2.4 All Insurances shall provide that there shall be no recourse against the Ship, any of the protected parties or Buyer's assignees for the payment of any premiums or commissions and that no cancellation of the Insurances, for any reason whatsoever, shall become effective unless and until fourteen (14) days - or seven (7) days, in the case of war cover - prior written notice has been given by the relevant brokers or insurers to the Buyer.
- 2.5 The Builder shall supply the Buyer prior to the commencement of construction of the Ship with a cover note and all related documents specifying the terms of the Insurances and security (which shall be as usual for the London insurance market) for the Ship.

2.6 If at any time there is:

- (i) any lapse in the insurance coverage which the Builder is required to arrange under this Clause 2, the Buyer may effect replacement coverage at the Builder's expense; or
- (ii) any failure by the Builder to pay any premiums due in respect of the Insurances, the Buyer may pay the same and recover the relevant payment(s) from the Builder.

3. **LOSS OR DAMAGE**

3.1 In the event of any partial loss of the Ship before delivery:

- (i) the loss shall be made good by the Builder as soon as reasonably possible, the Delivery Date shall be extended in accordance with Clause 1 in Article 5 (*provided that* the cause of the partial loss is excused under that Clause) and the partial loss proceeds referable to the Ship and/or Parts (other than Buyer's Supplies) subject to the partial loss shall be applied by the Builder in making good the partial loss to the approval of the Buyer, the Classification Society and the Regulatory Authorities; and
- (ii) the partial loss proceeds referable to any Buyer's Supplies subject to the partial loss shall be paid to the Buyer.

3.2 In the event of the total loss of the Ship before delivery, either the Builder or the Buyer shall be entitled to terminate this Contract by written notice to the other, such notice to be delivered within thirty (30) days after the date (the "**Determination Date**") on which it is determined that the Ship has become a total loss pursuant to Clause 3.6 below.

3.3 If, following the total loss of the Ship, neither party terminates this Contract pursuant to Clause 3.2, the Builder shall proceed with the building of the Ship in accordance with this Contract and the Delivery Date shall be extended in accordance with Clause 1 in Article 5 *provided that* the cause of the total loss is excused under that Clause.

3.4 If there is a total loss of the Ship before delivery, then:

- (i) if either party elects to terminate this Contract pursuant to Clause 3.2, the Builder shall within ninety (90) days from (and including) the Determination Date pay to the Buyer an amount equal to the sum of:
  - (a) all payments previously made by the Buyer to the Builder under this Contract together with interest thereof at the relevant rate calculated from the date on which the Builder received each such payment to the date on which the reimbursement is received by the Buyer, and
  - (b) the Buyer's Supply Costs in respect of any Buyer's Supplies which are subject to the total loss or which cannot be removed in sound condition from the Ship, the Shipyard or other place(s) where they are stored and returned to the Buyer,

and in addition the Builder will return to the Buyer, free from all encumbrances (other than permitted encumbrances) all Buyer's Supplies which have not been lost or damaged and which can be removed in sound condition from the Ship, the Shipyard and other place(s) where they are stored; or

- (ii) if neither party terminates this Contract pursuant to Clause 3.2, the Builder shall within ninety (90) days from (and including) the Determination Date pay to the Buyer the Buyer's Supply Costs in respect of any Buyer's Supplies which are subject to the total loss.
- 3.5 To the extent that any amounts are paid by the Builder to the Buyer under Clause 3.4 and the Buyer also receives any proceeds of the Insurances in respect of the same loss, the Buyer will account to the Builder for the relevant excess amount. To the extent that any of the amounts referred to in Clause 3.4 are received by the Buyer out of the proceeds of the Insurances, the Builder's liability under Clause 3.4 shall be limited to payment of the remainder of the amounts referred to in Clause 3.4.
- 3.6 A total loss shall be deemed to have occurred:
  - (i) if it consists of an actual loss, at noon Papenburg time on the actual date of loss; or
  - (ii) if it consists of a constructive or compromised or arranged or agreed total loss, at noon Papenburg time on the date on which notice of abandonment of the Ship is given to her insurers or (if her insurers do not admit the claim for a total loss) at the time on the date at which a total loss is subsequently adjudged to have occurred by a competent court or arbitration tribunal or liability in respect thereof as a total loss is admitted by underwriters.

**(End of Article 4)**

**ARTICLE 5: PERMISSIBLE DELAYS**

**1. EXTENSION OF TIME FOR BUILDING WORK**

1.1 If the Builder gives notice as provided in Clauses 2.1, 2.2 and 2.3 the Builder shall be entitled to an extension of the Delivery Date but only if:

- (i) there is a specific cause of delay which the Builder can prove will solely and directly delay delivery of the Ship beyond the Delivery Date and which cause is delaying or will delay building work which is in the critical path of delivery of the Ship for more than one working day;
- (ii) such cause of delay is one of the excusable causes set out in Clause 1.3;
- (iii) the Builder proves that it has used and is continuing to use all reasonable efforts to avoid, prevent, minimise and overcome the actual delay in delivery of the Ship including, without limitation, by the performance of other or additional building work *provided that* such other or additional building work does not jeopardise the Builder's contracted obligations for the construction of other ships; and
- (iv) but for such cause of delay the Ship would have been delivered on time,

*provided that* the length of any such extension shall be the number of days by which the Builder can prove that the Delivery Date for the Ship actually will be delayed solely and directly by each such cause of delay.

1.2 The Builder shall at all times have the burden of proving each of the matters required to be established by this Clause 1 and in the event that it is not possible for it to prove whether, or to what extent, any delay in delivery is directly and solely attributable to a cause which is excused by the provisions of this Clause 1, the Builder shall not be entitled to any extension of the Delivery Date.

1.3 The Builder shall be entitled to an extension of the Delivery Date, as provided in Clause 1.1, for any delay caused:

- (i) by the Buyer (other than such delays, if any, as are caused by the Buyer in the proper and timely exercise of any of its rights or obligations under this Contract);
- (ii) by legislation or other formal action by or on behalf of the German government (or any agency or other authority of such government) prohibiting or otherwise preventing the Builder from proceeding with the building work;
- (iii) by war or warlike events or terrorist attacks or riots or the imposition of embargoes where any of the foregoing involves any of the Builder's subcontractors outside Germany who supply important parts (such as engines, major castings or major forgings);
- (iv) by extraordinary weather conditions not included in normal planning;
- (v) by such strikes, lockouts and other labour disturbances of the Builder or those of its subcontractors who supply important parts (such as engines, major castings or major forgings) as are beyond the Builder's control;
- (vi) by such accidents, explosions, fires, disruptions of power supplies and other similar occurrences as are beyond the Builder's control;

- (vii) by the late delivery or non-delivery to the Builder of any Parts or the late performance or non-performance of the Builder's subcontractors *provided that* the late delivery or non-delivery or the late performance or non-performance resulted from causes which would entitle the Builder to an extension of the Delivery Date under this Clause 1 and *provided that* the Builder proves that it has exercised due diligence (a) in contracting for such Parts and with such subcontractors, (b) in the performance of any acts required of it with respect to such Parts or subcontractors, (c) in monitoring the acts and circumstances of such subcontractors, and (d) in expediting deliveries or performance under the Builder's purchase or subcontracts or procuring equivalent substitute performance in the event of the late delivery of such Parts or the under-performance in such purchase or subcontracts; or
- (viii) by unfavourable weather conditions if commencement of the sea trials tests is postponed or such tests are discontinued pursuant to Clause 1.4 in Article 6 by reason of such conditions and the number of days thereafter during which such tests cannot be undertaken exceed three (3) in total, then any further days during which the weather conditions remain unfavourable may be claimed (subject to the other provisions of this Clause 1) as a permissible delay.

1.4 Notwithstanding anything to the contrary in this Clause 1, the Builder shall not be entitled to any extension of the Delivery Date for:

- (i) any delay resulting from a cause of delay which has itself been caused or contributed to by any error, neglect, omission or other default of the Builder or any of its subcontractors;
- (ii) any delay resulting from a cause of delay in existence as of the Effective Date; or
- (iii) any delay resulting from a cause of delay, which was or reasonably should have been foreseen or anticipated by the Builder by reason of facts which were, or after reasonable enquiry should have become, known to the Builder as of the Effective Date; or
- (iv) any delay resulting from a cause of delay which reasonably could have been avoided by the Builder;
- (v) any delay resulting from the late delivery or non-delivery or the late performance or non-performance or other default of a subcontractor, if such delay results from a cause of delay in effect published and announced as of the date of the award of the relevant purchase contract or subcontract;
- (vi) any delay resulting from any Dispute or legal proceeding under this Contract, *provided that* in the case of any building work under Dispute which would otherwise be commenced prior to the resolution thereof the Builder shall not be required to proceed therewith (and a corresponding extension of the Delivery Date shall be allowed) if, after written request by the Builder, the Buyer fails to confirm forthwith its willingness to pay the amount found due in respect of such work; or
- (vii) any delay in moving the Ship from the Shipyard to the open sea due to extraordinary weather conditions not included in normal planning.

2. **DELAY NOTICES**

- 2.1 The Builder shall give written notice to the Buyer of a cause of delay pursuant to Clause 1.3 as soon as practicable and no later than five (5) days after the date on which the Builder first has knowledge of such cause of delay and in such notice the Builder shall describe the cause of the delay, the date of commencement (or first occurrence) of the cause, its expected duration and its expected effect on the Builder's ability to carry on with the building work.
- 2.2 The Builder will provide the Buyer with regular written status reports (at such reasonable intervals as the Buyer may request) with respect to any delay in respect of which the Builder has given notice pursuant to Clause 2.1 and as to the steps being taken (and planned) by the Builder to minimise and overcome any actual delay in delivery of the Ship.
- 2.3 Within five (5) days after any cause of delay set forth in Clause 1.3 has ceased to exist, the Builder shall notify the Buyer of such cessation and give the Buyer a written statement of the actual or estimated delay in the completion of the building work resulting from such cause together with such detailed documentation as is then available to it justifying such extension, and any such detailed documentation thereafter becoming available to the Builder shall be promptly be given to the Buyer.
- 2.4 On the basis of the notices, reports, statements and information given to the Buyer by the Builder relating to any actual or estimated delay in delivery (and such further information and documentation as the Buyer may reasonably request), the Buyer and the Builder shall confer and attempt to agree upon the number of days by which the Delivery Date shall be extended *provided that* if the Buyer and the Builder cannot so agree within thirty (30) days after the completion of any such conference, the extension of the Delivery Date (if any) shall be determined as a Dispute pursuant to the provisions of Article 13.
- 2.5 The extension of the Delivery Date provided for in this Article shall be the only remedy for delay to which the Builder shall be entitled and, by way of illustration but not limitation, the Builder shall not be entitled to damages or any adjustment in the Contract Price.

**(End of Article 5)**

**ARTICLE 6: TESTS, LIQUIDATED DAMAGES AND CERTAIN TERMINATION RIGHTS**

**1. TESTS**

- 1.1 At its sole and direct risk and expense, the Builder shall subject the Ship and specified Parts to the tests in order to ascertain whether the Ship and such Parts have been completed in full accordance with this Contract, the Plans and Specification.
- 1.2 The Buyer shall be entitled to have the Supervisor and his team present at all tests and the Builder shall give the Supervisor:
- (i) two (2) days prior written notice of all tests (except sea trials tests) (a) designated for such notice by the Buyer after its receipt from the Builder of an agreed schedule of tests and (b) scheduled to take place on week-ends or other non-working days; and
  - (ii) twenty four (24) hours prior written notice of all other tests (except sea trials tests).
- 1.3 The Builder shall give the Supervisor fifteen (15) days' estimated, and seven (7) days' definite, prior written notice of the time and the place for the sea trials tests *provided that* only one (1) day's prior written notice need be given to the Supervisor with respect to retrials at sea conducted within three (3) days after completion of a previous sea trial at or upon which the need for such retrial was determined.
- 1.4 If the weather conditions on the date specified for the sea trials tests are (in the reasonable opinion of the Builder) so unfavourable that they would prevent the Builder from carrying out such tests then the same shall take place on the first available day thereafter that weather conditions permit. If, during the sea trials tests sudden and unexpected changes in the weather occur which, in the reasonable opinion of the Builder, are such as to prevent the continuation of such tests then the Builder shall have the option of continuing such tests or of postponing them until the next following favourable day unless the Buyer shall (in its option) agree to accept the Ship on the basis of the tests made.
- 1.5 The failure of the Supervisor to be present at any test, after due notice, shall (unless such failure is due an event or combination of events outside the Supervisor's control) be deemed to be a waiver of the Supervisor's right to be present at the relevant test and the Buyer shall be obliged to accept the results of such test on the basis of acceptance by the Builder and the Classification Society.
- 1.6 All tests conducted without notice to the Supervisor shall be reconducted by the Builder on due notice to the Supervisor at the sole risk and expense of the Builder.
- 1.7 If a Defect is discovered during any test the Builder shall, after correcting such Defect, be required to make such further tests as may be necessary in extent and number to demonstrate and confirm the complete correction thereof *provided that* additional sea trials tests will not be required if the correction of any such Defect can be verified in shop or dock tests, and the sole and direct risk and expense of all such further or additional tests shall be borne by the Builder.
- 1.8 The term "**Defect**" means:
- (i) any defect in the Ship or in any Part installed or incorporated in, stowed on or otherwise delivered with the Ship (including work relating to the installation of Buyer's Supplies installed by the Builder or its subcontractors) which is due to

incomplete or defective materials, workmanship, construction or design or any failure to comply with the relevant recommendations of any subcontractors or other parties,

- (ii) any inherent vice, breakdown, incompleteness, omission or other deficiency of the Ship or any Part,
- (iii) any failure of the Ship or any Part or any aspect of the building work to comply with any of the requirements of this Contract, the Specification or the Plans, or the requirements of any of the subcontractors used in connection with this Contract, or
- (iv) the existence of any condition, notation, qualification, recommendation, reservation or restriction in relation to any certificate issued by the Classification Society or any Regulatory Authority,

*provided that* the term "**Defect**" shall not include any fault in any of the Buyer's Supplies which were properly received, handled, installed or incorporated in, stowed on or otherwise delivered with, the Ship by the Builder in accordance with the requirements of this Contract, the Specification and the Plans.

1.9 After all tests have been satisfactorily performed and completed, the Builder shall:

- (i) take the Ship to the sea port referred to in Article 1, Clause 1.1(i)(e) and open up such machinery as (a) the Classification Society and/or the Regulatory Authorities may require and/or (b) the Buyer may reasonably require, for post-tests inspection and examination;
- (ii) correct any Defects then appearing in such machinery; and
- (iii) close, connect, retry and retest the machinery, as appropriate, and then make the Ship ready for service, and

thereafter the Buyer may require a final post-tests examination and inspection at which the Builder shall demonstrate and confirm to the Buyer the complete correction of any and all Defects in such machinery.

1.10 Not later than two (2) weeks before the anticipated Delivery Date, the Builder and the Buyer shall prepare and agree a final punch list of items which the Buyer considers defective from the perspective of first class shipping and/or shipbuilding practice and, subject always to Article 7 Clauses 1.5 and 1.6, the Builder shall be obliged to rectify such items before delivery.

1.11 No later than twelve (12) months before the anticipated Delivery Date, the Builder and the Buyer shall in good faith discuss and agree upon the parameters (which including timelines and numbers of persons) and bases by reference to which the Buyer may send additional representatives and crew members to the Shipyard and the Builder's facility at the Delivery Port in order to attend tests and for familiarisation, training and other usual pre-delivery purposes.

## 2. **LIQUIDATED DAMAGES**

2.1 The Builder agrees that certain Defects and certain delays in the delivery of the Ship shall result in the reduction of the Contract Price by way of the liquidated damages provided for in this Clause 2.

- 2.2 The guaranteed trial speed ("GTS") of the Ship at a mean moulded draft of [\*] shall be [\*] and shall be demonstrated by the Builder during the sea trials tests under the conditions described in section G.2.5 of the Specification. If at any time the Builder anticipates that, or if the sea trials tests demonstrate that, there will be a deficiency in the GTS the Builder shall promptly develop and provide the Buyer with a proposal to remedy the deficiency at the Builder's cost.
- 2.3 If the Builder fails to remedy any deficiency in the GTS before delivery, the Builder shall have no liability to the Buyer if the actual speed of the Ship as determined during the final sea trials tests is up to [\*] below GTS but commencing with a deficiency of more than [\*] in actual speed below the GTS the Contract Price shall be reduced by way of liquidated damages as follows: (i) for [\*], a total sum of [\*]; (ii) for [\*], a total sum of [\*], with fractions of a knot being calculated in proportion *provided that* if the Defect in the actual speed of the Ship is more than [\*] below the GTS, then the Buyer may, at its option, either accept the Ship at a reduction in the Contract Price for such Defect of [\*] or reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9.
- 2.4 The guaranteed fuel consumption ("GFC") of each of the diesel engines of the Ship at [\*] power of MCR without attached pumps shall be [\*] plus a [\*] margin and a calorific value of fuel oil of [\*] in ISO conditions and shall be demonstrated by the Builder in tests conducted at the engine manufacturers' test bed.
- 2.5 If the Builder fails to remedy any deficiency in the fuel consumption of the Ship's diesel engines before delivery the Contract Price shall be reduced by way of liquidated damages by the sum of [\*] for each [\*] increase in fuel consumption above GFC up to a maximum of [\*] over the GFC with fractions of every [\*] being calculated in proportion *provided that* if the fuel consumption is more than [\*] above the GFC, the Buyer may, at its option, either accept the Ship at a reduction in the Contract Price for such Defect of [\*] or reject the relevant engine(s) (without prejudice to its other rights with respect to the Ship).
- 2.6 The guaranteed deadweight capacity of the Ship shall be [\*] under the conditions defined in sections G.2.3 and G.2.4 of the Specification and shall be demonstrated by the Builder in the specified deadweight capacity test.
- 2.7 If the Builder fails to remedy any deficiency in the Ship's deadweight capacity before delivery, the Builder shall have no liability to the Buyer if the actual deadweight capacity of the Ship as determined in accordance with the Specification is less than [\*] below the guaranteed deadweight capacity but the Contract Price for the Ship shall be reduced by way of liquidated damages by the sum [\*] for each full metric ton of such deficiency being more than [\*] up to a maximum deficiency of [\*] at a draft of not more than [\*] even keel with fractions of each metric ton being calculated in proportion *provided that* if the actual deadweight deficiency at a mean moulded draft of not more than [\*] even keel is more than [\*], the Buyer may, at its option, either accept the Ship at a reduction in the Contract Price of [\*] for such Defect or reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9.
- 2.8 The guaranteed cabin capacity of the Ship shall be as defined in sections G.2.2.1 and G.2.2.2 of the Specification and no change shall be made to such cabin capacity without the Buyer's prior written consent. If the number of completed and fully habitable cabins of any of the passenger or crew grades referred to in Clause 2.1 (iii) and (iv) of Article 1 is lower than the number of cabins specified for any such grade, subject to the following provisos the Buyer will accept the Ship with a to be agreed reduction in the Contract Price for the Ship calculated on a fair and reasonable basis so as to compensate the Buyer for its estimated loss directly and naturally resulting, in the ordinary course of events, from the

relevant cabin deficiency *provided that* (i) if the shortfall in the number of completed and fully habitable cabins (irrespective of the grades of cabins involved) exceeds 10 cabins, or (ii) if the parties are unable to agree upon a reduction in the Contract Price the Buyer may reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9. For the purposes of this Clause 2.8 sound and vibration effects shall be excluded when evaluating whether or not a cabin is fully habitable, such effects being regulated by Clauses 2.9 to 2.12 of this Article.

- 2.9 The Builder will carry out its works so that at the time of delivery of the Ship under this Contract, and after taking into account the maximum allowed deviations and tolerances referred to in section G.5.2 of the Specification, the Ship shall fulfil the same requirements in relation to noise levels, sound insulation, impact sound insulation and vibration levels (the "**S&V Requirements**") as are defined by the Classification Society for its notations *CRN (1)* and *CRN (2)*, as far as applicable pursuant to the Specification.
- 2.10 If the S&V Requirements are not fulfilled in any of the passenger or crew cabins or in any other of the spaces referred to in section G.5.2 of the Specification then, before delivery of the Ship, the Builder shall take all such remedial steps and carry out all such further tests and measurements as shall be reasonably required to demonstrate the complete and permanent correction of the relevant deficiencies.
- 2.11 If, after the steps taken by the Builder pursuant to Clause 2.10, the S&V Requirements are not fulfilled in any of the passenger or crew cabins or in any other of the spaces referred to in section G.5.2 of the Specification then, subject always to the Buyer's rights under Clause 2.12, at delivery of the Ship the Builder shall be liable to compensate the Buyer for such deficiencies through an agreed reduction in the Contract Price.
- 2.12 If, after the steps taken by the Builder pursuant to Clause 2.10, the S&V Requirements are not fulfilled in: (a) any of the top grades of passenger cabins (meaning penthouse suites, courtyard suites and corner suites); or (b) in [\*] of the other passenger cabins, irrespective of the grade(s); or (c) in [\*] of spaces referred to in section G.5.2 of the Specification, then the Buyer may, at its option, either accept the Ship at an agreed reduction in the Contract Price or the Buyer may reject the Ship and terminate this Contract pursuant to Clause 2 in Article 9.
- 2.13 All reductions in the Contract Price provided for under any of Clauses 2.3, 2.5, 2.7, 2.8, 2.11 and/or 2.12 shall be determined on delivery of the Ship and made by means of set-off and deduction from the payments to be made by the Buyer on delivery of the Ship.
- 2.14 The Builder: (i) acknowledges that the Buyer intends to arrange for the Ship's maiden cruise with fare paying passengers to be held on the Ship's relocation voyage from the Delivery Port; (ii) acknowledges that it is imperative for the Ship to be ready at the time, and in the condition, provided for in this Contract so as to enable the Buyer to fulfil its commitments in relation to the Ship's maiden cruise; (iii) agrees to do all it can to assist the Buyer to fulfil its commitments in relation to the Ship's maiden cruise; and (iv) acknowledges that if delivery of the Ship is not made on the Delivery Date, the Buyer will suffer loss and damage (including reputational damage) in amounts which are extremely difficult to quantify in advance and agrees that the per day sums set out in Clause 2.15 represent a genuine and reasonable pre-estimate of the Buyer's loss and damage for each day of delay in delivery of the Ship beyond the Delivery Date.
- 2.15 If delivery of the Ship is delayed beyond the Delivery Date, then subject to a grace period which will expire at midnight in Papenburg on the [\*], the Builder shall pay liquidated damages for each calendar day (or pro-rata for each part of a calendar day) of delay in

delivery, calculated as follows: for the first [\*] of delay, counting from midnight Papenburg on the [\*], the liquidated damages for delay shall be calculated at the rate of [\*] per day; and thereafter, until delivery of the Ship is actually made or this Contract is terminated, the liquidated damages for delay shall be calculated at the rate of [\*] per day.

- 2.16 If the delay in delivery of the Ship continues for [\*] then, in such event, the Buyer may at any time thereafter terminate this Contract pursuant to Clause 2 in Article 9.
- 2.17 If the delay in delivery of the Ship continues for [\*], and provided the Buyer has not by then elected to terminate this Contract, the Builder may (by written notice) require the Buyer to make an election in which case the Buyer shall - within [\*] after its receipt of the Builder's notice - notify the Builder in writing of its intention either to terminate this Contract or to consent to the acceptance of the Ship at an agreed future date on the basis that the Buyer shall remain entitled to all liquidated damages which would otherwise have been payable or allowable by the Builder; it being further understood that, if the Ship is not delivered by such agreed future date, the Buyer shall have the same right of termination upon the same terms and conditions as set out above. If the Buyer fails to make an election as specified above within the relevant [\*] period, the Buyer shall be deemed to have consented to the Ship being delivered at the future date proposed by the Builder.
- 2.18 Payment of the liquidated damages referred to in Clause 2.15 shall be made by the Builder to the Buyer as follows:
- (i) the Builder's first payment shall be made on the earlier of (a) the [\*] after delivery of the Ship has been delayed beyond the Delivery Date and (b) the date on which actual delivery of the Ship is made; and
  - (ii) thereafter the payments shall be made every [\*] commencing on the [\*] after the end of the [\*] period mentioned in Clause 2.18 (i),
- and continuing on the last day of each succeeding [\*] period thereafter until the day on which delivery of the Ship is actually made or this Contract is terminated at which time the Builder shall pay the entire remaining amount due under Clause 2.15.
- 2.19 The parties acknowledge and agree that:
- (i) the Contract Price reductions and payments provided for in this Clause 2 are cumulative; and
  - (ii) subject always to the guarantee provisions in Article 7 Clause 2 and to the termination provisions in Article 9 Clause 2, the Contract Price reductions and payments provided for in this Clause 2 shall be the only compensation recoverable by the Buyer in respect of the Defects and the delay in delivery to which they relate and, in particular, the Builder shall not be liable for any consequential losses resulting from such Defects or such delay in delivery.

**(End of Article 6)**

**ARTICLE 7: DELIVERY AND GUARANTEE**

**1. DELIVERY AND ACCEPTANCE**

1.1 The date on which the Ship shall be ready for delivery is [\*] (the "**Delivery Date**"). The Ship shall not be delivered before the Delivery Date without the express written approval of the Buyer. When:

- (i) the Builder has completed the building work in conformity with this Contract, the Plans and the Specification;
- (ii) all tests have been performed and completed in a manner satisfactory to the Buyer;
- (iii) the Ship has been freed from all Defects (apart from Defects which qualify as minor and insignificant Defects, as defined in Clause 1.6, and Defects for which there will be a reduction in the Contract Price in accordance with Article 6 Clause 2); and
- (iv) the Ship (a) has been cleaned and prepared (in accordance with the Builder's usual practices and to their usual standards for ships of this type) to take on a full complement of passengers, officers, crew and staff, and (b) is in all other respects ready to commence operations as a luxury cruise ship,

the Builder shall tender the Ship for delivery to the Buyer safely afloat alongside a safe and accessible quay at the Delivery Port where there must be sufficient water for the Ship always to remain afloat and from where there must be direct, free, unimpeded, safe and lawful access to international waters *provided that* the Builder shall have given to the Buyer not less than (a) 365 (three hundred and sixty five) days, 180 (one hundred and eighty) days, ninety (90) days prior written notice of the date on which the Builder in its good faith assessment expects to tender the Ship for delivery to the Buyer in accordance with this Contract, and (b) 15 (fifteen) days definite prior written notice of the date on which the Builder will tender the Ship for delivery to the Buyer in accordance with this Contract.

1.2 The Builder shall deliver the Ship to the Buyer free and clear of all encumbrances whatsoever.

1.3 On delivery of the Ship the Builder shall also deliver the following documents (together, the "**Delivery Documents**"):

- (i) a protocol of delivery and acceptance in a mutually agreed form confirming delivery of the Ship to, and acceptance and taking possession of the Ship by, the Buyer pursuant to this Contract, executed in duplicate by the Builder and stating the date and (local) time of such delivery and acceptance;
- (ii) a declaration of warranty by the Builder in a mutually agreed form confirming that the Ship is delivered to the Buyer free and clear of all encumbrances whatsoever (including, without limitation, all liabilities of the Builder to the Refund Guarantors, the Builder's financiers and its subcontractors, and all liabilities arising from the construction of the Ship or the operation of the Ship for the purposes of the tests or otherwise before delivery) and that the Ship is absolutely free of all burdens in the nature of imposts, taxes or other charges imposed by the national, provincial, local or port authorities of the country where the Ship was built and (if different) the country in which the Ship is delivered to the Buyer, executed in triplicate and notarised and legalised in accordance with the Buyer's instructions;

- (iii) a detailed inventory showing the machinery and equipment installed on the Ship and the spares, stores and other consumable items delivered with the Ship;
- (iv) the makers' certificates, subcontractors' instruction books, and all of the Classification Society, trading and other certificates (each free of conditions, qualifications, recommendations, reservations and restrictions) required to be supplied upon delivery of the Ship pursuant to this Contract and the Specification;
- (v) a protocol showing the results of the tests;
- (vi) a non-registration or deletion certificate issued by the District Court of Emden, Germany;
- (vii) a commercial invoice for the Ship and all other amounts payable by the Buyer on delivery;
- (viii) a builder's certificate and a bill of sale, each in a form acceptable to the Buyer, each executed in quadruplicate and notarised and legalised in accordance with the Buyer's instructions, and such other written instruments (each notarised and legalised in accordance with the Buyer's instructions) as may be necessary or desirable, in the reasonable opinion of the Buyer, to confirm that full and clean title in the Ship has been vested in the Buyer;
- (ix) a full set of the specified construction documents (each in three (3) white prints, one of each of which will be on board the Ship at delivery);
- (x) one CD-ROM of the principal delivery drawings and plans relating to the Ship approved by the Classification Society;
- (xi) such further certificates and/or other documents as may be necessary or desirable, in the reasonable opinion of the Buyer, in connection with the Buyer's ownership, registration and/or financing of the Ship;
- (xii) such documents as may be necessary or desirable, in the reasonable opinion of the Buyer, to prove the authority of the Builder's representatives below senior management to sign the documents to be executed on behalf of the Builder in connection with delivery of the Ship.

1.4 If, at the time when the Builder tenders delivery of the Ship to the Buyer, the Ship is complete (meaning that she has been designed, engineered, built, launched, equipped, outfitted, finished and tested in accordance with this Contract and the Specification), and if such tender is accompanied by a tender of delivery of a complete and proper set of the Delivery Documents, the Ship and the Delivery Documents (including any interim documents if the requirements of minor and insignificant defects are met and *provided that* the Builder has used its best efforts to obtain final documents before delivery) shall thereupon be accepted by the Buyer but if, at such time, the Ship and/or the Delivery Documents are not complete, the Buyer shall be entitled to refuse acceptance of the same by delivering to the Builder, within two (2) working days from (and including) the date of such tender, a written notice describing those aspects of the Ship and/or the Delivery Documents which are not complete. Any final documents not delivered to the Buyer at delivery of the Ship shall be delivered as soon as practicable thereafter and in any event within a period that is reasonably acceptable to the Buyer.

1.5 Notwithstanding any provision to the contrary in this Clause 1, if the Ship is complete but for minor and insignificant Defects, the Buyer shall accept delivery subject to:

- (i) an agreed reduction in the Contract Price; or
  - (ii) in the Buyer's option, the Builder undertaking to correct - at the Builder's entire risk and expense, without any interruption to the Ship's service to its passengers, and in accordance with a remedial plan and timetable acceptable to the Buyer (acting reasonably) – the minor and insignificant Defects described in a list which shall be prepared by the Buyer and agreed with the Builder at or before delivery.
- 1.6 The expression "**minor and insignificant Defects**" means those Defects which in and of themselves until they have been remedied, and which in the course and process of being remedied:
- (i) do not and will not adversely affect the seaworthiness of the Ship; or
  - (ii) do not and will not prevent the unrestricted use of the Ship in its intended service and purpose; or
  - (iii) do not and will not (a) prevent the use of any of the Ship's cabins and public areas, or (b) in any other way adversely affect the comfort and safety of the Ship's passengers; or
  - (iv) do not and will not affect the safety of the Ship's crew members or their ability to carry out their duties in a safe working environment and with appropriate accommodation; or
  - (v) do not and will not adversely affect the operational efficiency of the Ship; or
  - (vi) do not and will not involve any condition, qualification, recommendation, reservation or restriction in relation to any certificate issued (or to be issued) by the Classification Society or any Regulatory Authority or any other specified person which in the opinion of the Buyer (acting in good faith) is or could be material in a commercial or technical sense.
- 1.7 Acceptance of the Ship by the Buyer shall be accomplished by:
- (i) the delivery to the Builder of a counterpart of the protocol of delivery and acceptance duly executed by the Buyer; and
  - (ii) payment by the Buyer to the Builder of that part of the Contract Price which the Buyer is required to pay upon delivery of the Ship pursuant to Clause 2.1(v) in Article 8.
- 1.8 The Buyer may (but shall not be obliged to) identify in the list described in Clause 1.5(ii) any Defects which are known by the Buyer to exist in the Ship at the time that the Ship is accepted, and all such Defects (whether or not identified or otherwise noted), shall thereafter be deemed to be, and shall be treated as, Defects arising and reported during the Guarantee Period.
- 1.9 The Buyer shall be afforded five (5) days free of any wharfage or any other charge, and up to three (3) further days at the usual wharfage fee charged by the relevant port authority, within which to remove the Ship from her point of delivery.
- 1.10 Lubricating oil left in storage tanks, and diesel and fuel oil remaining on board, at delivery of the Ship shall be inventoried by the Builder and the Buyer shall pay for them at the Builder's actual cost price *provided that* the Builder shall remove all waste-oil and sludge from the Ship at the Builder's risk and expense prior to delivery.

- 1.11 In every instance in which a right or obligation or the computation of any period of time under this Contract is in any manner or to any extent dependent upon delivery of the Ship, delivery shall not be deemed to have occurred unless and until the Ship and the related Delivery Documents have been accepted by the Buyer under this Clause 1.
- 1.12 Acceptance of the Ship and the related Delivery Documents by the Buyer under this Clause 1:
- (i) shall signify that the Buyer has taken possession and the risk of loss of the Ship and the related Delivery Documents as of the time and date set out in the protocol of delivery and acceptance and that the Builder may terminate the Insurances; and
  - (ii) shall not be deemed to constitute a waiver of or otherwise prejudice any of the Buyer's rights under Clause 2 with respect to any Defect, whether known or unknown, and whether or not noted in any document delivered in connection with delivery and acceptance of the Ship, which may exist in the Ship at the time it is accepted by the Buyer, and any such Defect may be reported to, and shall be corrected at the sole and direct risk and expense of, the Builder as provided in Clause 2.

## 2. **GUARANTEE**

- 2.1 Subject to the provisions of this Clause 2, the Builder guarantees:
- (i) the Ship's main engines and certain components of the azipod system (namely: the pod, the converter, trafo and main switchboard parts) against all Defects for the period of seven hundred and thirty (730) days; and
  - (ii) the Ship and all other Parts against all Defects for the period of three hundred and sixty five (365) days,
- (subject to any extension thereof as provided for in this Clause 2) from the date of the Ship's actual delivery to the Buyer under Article 7 (the **Guarantee Period**).
- 2.2 In calculating the length of the Guarantee Period there shall be excluded any day(s) during which the Ship is prevented from entering or is taken out of service solely on account of any Defect in the Ship or in any Part for which the Builder is responsible under this Clause 2.
- 2.3 Where any Defect in the Ship or any Part (including the main engines or azipod system as defined in subclause 2.1(i) above) is corrected during or after the Guarantee Period, the Builder's guarantee under this Clause 2 shall apply to such correction for the longer of three hundred and sixty five (365) days from the date on which the correction was completed and the end of the relevant period specified in subclause 2.1(i) and 2.1(ii) above so that the Guarantee Period for the items referred to in subclause 2.1(i) shall not exceed one thousand and ninety five (1095) days and the Guaranteed Period for the items referred to in subclause 2.1(ii) shall not exceed seven hundred and thirty (730) days.
- 2.4 If any corrective works made or agreed to be made during or after the Guarantee Period (or any extension thereof under Clause 2.3) indicate any recurring Defect, the Builder shall:
- (i) investigate the same on the basis of a potential design Defect; and
  - (ii) ascertain the source of such recurring Defect and notify the Buyer thereof; and

- (iii) correct such recurring Defect, and the source thereof, in order to avoid a continuation or repetition of such recurring Defect.
- 2.5 The Builder shall not be responsible for the correction of any Defect if it is due to:
- (i) perils of the sea, accident (but excluding any accident caused by any Defect), negligence (but excluding negligence on the part of the Builder), or improper maintenance or handling (including, without limitation, overloading) of the Ship or any Parts; or
  - (ii) use of fuels or lubricants not recommended by the relevant manufacturer; or
  - (iii) ordinary wear and tear; or
  - (iv) any fault in (or caused by) any Buyer's Supplies which were properly (a) received, (b) handled, (c) installed or incorporated in, (d) stowed on, or (e) otherwise delivered with the Ship by the Builder in accordance with all of the requirements of this Contract, the Plans and the Specification.
- 2.6 The Buyer shall give written notice to the Builder as soon as possible and in any event within fourteen (14) days after the discovery of any Defect for which a claim is made under this Clause 2 and, a copy of each such notice shall also be given to the guarantee engineer, who shall acknowledge receipt by his signature thereof. The Buyer's notice shall give full details (so far as possible) as to the nature of the Defect and the extent of any damage caused thereby.
- 2.7 Within thirty (30) days after the end of the Guarantee Period, the Buyer (in consultation with the guarantee engineer) will draw up, and send to the Builder, a list identifying every Defect for which a claim is to be made under this Clause 2 *provided that* this Clause 2.7 will not preclude the Buyer from giving notice to the Builder of, and making claims in respect of, any Defect which is covered by the Builder's guarantee under Clause 2.3.
- 2.8 Each Defect will be corrected by the Builder as soon as reasonably practicable (and shall be scheduled so as to minimise disruption to the Ship's service and the availability of cabins, public rooms and areas, and other passenger facilities) or, at the Buyer's option, under the instruction or supervision of the Builder at a suitably qualified shipyard or workshop selected by the Buyer and approved by the Builder (such approval not to be unreasonably withheld or delayed), and in each case the Builder shall bear and pay:
- (i) the cost of all equipment, parts and materials required to correct the Defect (including, without limitation, the cost of delivering the same to the selected shipyard or workshop by airfreight if the Buyer reasonably so requires, and the cost of returning any defective equipment, parts and materials);
  - (ii) the cost of all labour required to correct the Defect including, without limitation, the expenses of independent contractors in travelling to the Ship;
  - (iii) the cost of any necessary underwater inspection of the Ship by divers; and
  - (iv) where the Ship is drydocked solely on account of the need to investigate or correct any Defect in the Ship's external underwater parts at any time before the Ship's first scheduled drydocking after delivery, the fuel costs of taking the Ship from her berth to the nearest available dry-dock and vice versa, the drydocking costs and the costs of correcting any such Defect.

For the avoidance of doubt, in view of the intended area of the Ship's operation during the Guarantee Period, the Builder will not be entitled to require the Ship to be returned to any of the Builder's facilities for the correction of any Defects.

- 2.9 Where the Buyer discovers any Defect which (in the reasonable opinion of the Buyer) requires correction on an urgent basis, the Buyer will (acting in good faith) give such notice to the Builder as is practicable in the circumstances then prevailing (the intention being that the Builder shall have a reasonable opportunity to obtain necessary remedial instructions from the relevant sub-contractor(s) and to relay such instructions to the Buyer) and thereafter the necessary corrective works may be carried out by the Ship's crew or, if practicable having regard to the degree of urgency, by the nearest suitably qualified shipyard or workshop selected by the Buyer, and in each such case the Builder shall reimburse the Buyer for the costs described in Clause 2.8(i), (ii), (iii) and (iv) above.
- 2.10 At the Buyer's request from time to time within the period commencing on delivery of the Ship and ending with final completion of all corrective works to be made by the Builder under this Clause 2, the Builder will:
- (i) assign to the Buyer, to the fullest extent possible and without any charge to the Buyer, that part of every warranty or guarantee made or given by any sub-contractor with respect to any design, workmanship or Part which extends beyond the Guarantee Period or which is otherwise more favourable to the Buyer than the guarantee of the Builder under this Clause 2; or
  - (ii) if it is not possible fully and effectively to assign the relevant part of any such warranty or guarantee, hold and enforce the relevant warranty and guarantee as trustee and agent for the Buyer and promptly account to the Buyer for all monies received in or pursuant to the holding or enforcement of any such warranty or guarantee.
- 2.11 The Builder shall, at its sole risk and expense (except for the cost of suitable accommodation and food on board the Ship which shall be supplied free of charge by the Buyer), employ and place a suitably qualified and experienced English-speaking guarantee engineer acceptable to the Buyer on board the Ship for the first three hundred and sixty (365 days) from delivery and thereafter as necessary until the Builder has corrected every Defect to which this Clause 2 applies. If the Builder should so request at delivery, the Buyer will also make one double cabin available for a second guarantee engineer and/or fitters for up to three (3) months after delivery. In addition, if during the Guarantee Period referred to in Clause 2.1(i), there are any Defects relating to the engines or the azipod system the Builder shall arrange (on the same basis as is set out above) for a guarantee engineer to attend on board the Ship as and when required by the Buyer.
- 2.12 If:
- (i) any Defect in the Ship's external underwater parts is discovered during the Guarantee Period or the period of thirty (30) days referred to in Clause 2.7; or
  - (ii) any Defect in the Ship's external underwater parts is discovered during the Ship's first scheduled drydocking after delivery (which is to commence not later than thirty six (36) months after delivery *provided that* if the Ship is not drydocked within twenty four (24) months after delivery, the Buyer and the Builder will jointly make an in-water inspection of the Ship's underwater parts within twenty four (24) months after delivery) and either the Builder accepts that the Defect arose during

the Guarantee Period or the Builder is unable to prove that the Defect arose after the end of the Guarantee Period,

the Builder shall be responsible for such Defect and the correction thereof in accordance with this Clause 2 *provided that* the Buyer shall bear and pay for the haul day and any drydocking costs incurred in the ordinary course of the Ship's normal drydocking maintenance and the Builder, in addition to the costs of all necessary corrective works, shall bear and pay for such additional drydocking day(s) as may be required to correct such Defect.

2.13 Without prejudice to the Builder's obligations and liabilities under the other provisions of this Clause 2, the Builder shall not be responsible for any loss or damage caused by any Defect except:

- (i) that, in addition to the other guarantee obligations specified in this Clause 2, the Builder shall be obliged to correct (or, as provided for in the preceding paragraphs of this Clause 2, pay for the correction of) any equipment or part of the Ship that is damaged as a direct result of any Defect covered by the Builder's guarantee under this Clause 2;
- (ii) for any loss or damage directly caused by the Builder's correction of any Defect;
- (iii) for any loss or damage directly caused by the wrongful refusal or failure of the Builder or its subcontractors to correct (or authorise the correction) of any Defect, and
- (iv) for any increase in premium or any loss of rebate incurred by the Buyer as a result of any claims being made on the Buyer's insurance policies for the Ship in respect of any loss or damage referred to in this Clause 2.13

provided always that the Builder's maximum liability in respect of any claim made against it by the Buyer under this Clause 2.13 shall not exceed the sum of €1,153,582 (one million one hundred fifty three thousand five hundred eighty two euros) per Defect.

2.14 The Builder further guarantees the Ship against any latent Defects which the Buyer can demonstrate existed at the time of the Ship's delivery to the Buyer but which were not apparent during the Guarantee Period. If the Buyer discovers any latent Defects after the expiry of the Guarantee Period, the Guarantee Period shall be deemed to be extended in respect of such Defects and the Builder shall be obliged to correct (or pay for the correction of) such Defects in accordance with the foregoing provisions of this Clause 2 provided always that:

- (i) the Buyer shall give written notice to the Builder as soon as possible (and in any event within fourteen (14) days) after the discovery of any latent Defect for which a claim is made under this Clause 2.14, and such notice shall give full details (so far as possible) of the nature of the latent Defect and the extent of any damage cause thereby;
- (ii) the Buyer shall have the burden of establishing that the Defect is a latent Defect within the meaning set out above, failing which the Builder shall have no liability in respect thereof;
- (iii) the Builder shall be under no obligation in respect of any latent Defect unless written notice thereof has been received by the Builder by midday (Papenburg

time) on the day falling thirty six (36) months from the date of the Ship's actual delivery to the Buyer; and

(iv) the provisions of this sub Clause relating to latent Defects do not apply to paintings or coatings.

2.15 Subject to the other express provisions of this Contract, the Builder shall not be responsible for any loss of profit or other consequential losses suffered by the Buyer.

**(End of Article 7)**

**ARTICLE 8: CONTRACT PRICE AND PAYMENT TERMS**

**1. CONTRACT PRICE**

1.1 The Contract Price for the Ship:

- (i) shall be €801,220,000 (eight hundred one million two hundred twenty thousand euros);
- (ii) is a fixed price and may be adjusted only in strict accordance with, and subject to, the express provisions of this Contract;
- (iii) includes a lump sum allowance (the "**Buyer's Allowance**") in the amount of [\*] in respect of (a) Buyer's Supplies from time to time purchased by or at the direction of the Buyer and (b) other costs from time to time expended by or at the direction of the Buyer in connection with construction of the Ship, which amount shall be paid by the Builder to the Buyer in accordance with Clause 2.8 below; and
- (iv) the Contract Price includes a provision for cost savings in the amount of [\*] (the "**Target Saving**") to be agreed upon between the Builder and the Buyer by July 23, 2014. Any such agreed cost savings are to be handled as an AOM. If and to the extent that the Builder and a Buyer are not able to agree on cost savings in the amount of the Target Saving by such date, the Contract Price shall be increased (but without application of any contractual or other profit margin for the Builder) by the difference between the amount of the cost savings agreed between the parties and the amount of the Target Saving.

1.2 For the avoidance of doubt, the Contract Price includes:

- (i) the cost of the Ship, completed in accordance with the requirements of this Contract;
- (ii) the cost of all building work and the cost of all tests and trials of the Ship to be performed by, or on behalf of, the Builder;
- (iii) the cost of procuring the classification notation for the Ship, and of obtaining all certificates and other documents which are required to be delivered pursuant to this Contract; and
- (iv) all other costs and expenses of the Builder as provided for herein or otherwise incurred by the Builder unless expressly provided for in this Contract as being for the Buyer's account.

1.3 No commission of any kind whatsoever is or will be payable (whether directly or indirectly) by or to any person in relation to or in connection with this Contract or any of the business transactions described in or contemplated by this Contract.

**2. PAYMENTS**

2.1 Payment of the Contract Price shall be made to the Builder as follows:

- (i) [\*], within [\*] after the Effective Date;
- (ii) [\*], on the date falling [\*] before the Delivery Date;
- (iii) [\*], on the date falling [\*] before the Delivery Date;

- (iv) [ \* ], on the date falling [ \* ] before the Delivery Date or (if later) the date expressly agreed in writing by the parties, or determined by an Expert appointed under Article 13 Clause 1.2, to be the date on which the Ship is expected to be ready for delivery in accordance with this Contract; and
  - (v) the balance of the Contract Price, on delivery of the Ship and the Delivery Documents to, and their acceptance by, the Buyer in accordance with the provisions of this Contract.
- 2.2 The Builder shall by not less than fourteen (14) days advance written notice advise the Buyer of the date upon which each of the payments referred to sub-clauses 2.1(ii) to (iv) shall become due and payable and, in addition, the notice given in relation to sub-clause 2.1(v) will show (in reasonable detail and on an open-book basis) the Builder's calculation of the balance of the Contract Price payable on delivery of the Ship and, in particular, the amounts of any reductions in or additions to the Contract Price occasioned by the terms and conditions of this Contract.
- 2.3 The Buyer's obligations to make the payments referred to in sub-clauses 2.1(i) to (iv) shall, in the case of each such payment, be subject to and conditional upon the Buyer's receipt of:
- (i) the Builder's invoice for the relevant payment;
  - (ii) an irrevocable guarantee for the relevant payment in the form of two refund guarantees, the first to be in respect of the amount of the relevant instalment minus the relevant amount of the Buyer's Allowance under Clause 2.8 (the "**Refund Guarantee**"), and the second to be in respect of the relevant amount of the Buyer's Allowance (the "**Buyer's Allowance Refund Guarantee**"), each to be issued in favour of the Buyer by a refund guarantor ("**Refund Guarantor**") which qualifies as an Acceptable Issuer securing the refund to the Buyer of the relevant payment together with interest thereon at the relevant rate calculated from the date of the Builder's receipt of such payment to the date of the Buyer's receipt of the refund, and each such guarantee to be in the terms of the draft set out in Schedule 2 (A) or (as applicable) Schedule 2 (B) or in such other terms as the Buyer, acting reasonably, may approve; and
  - (iii) a list of authorized signatures or equivalent evidence of the authority of the person(s) signing the guarantee on behalf of the Relevant Refund Guarantor.
- The Buyer's obligation to make the payment referred to in sub-clause 2.1 (v) shall be subject to and conditional upon the Buyer's receipt of the Builder's invoice for the relevant payment and the Builder's performance of the other delivery-related obligations provided for in this Contract.
- 2.4 The other payments from time to time due under this Contract shall be made as follows:
- (i) payment or credits for any modification(s) pursuant to Article 3 and/or any other amount(s) accruing prior to delivery (but for which no specific date is stipulated in this Contract) shall be made simultaneously with delivery of the Ship, and the amount(s) thereof shall be shown in the invoice to be issued and delivered by the Builder in respect of the Contract Price payment referred to in Clause 2.1(v);
  - (ii) any amount for which a specific payment date is stipulated in this Contract shall be paid on such date; and

- (iii) for any amount accruing after delivery in respect of a defect, payment shall be made as follows:
- (a) if the parties agree that the defect in question is a Defect, not later than fifteen (15) days after the Builder's receipt of an invoice for the Defect remedied pursuant to Clause 2 in Article 7; or
  - (c) if there is a Dispute as to whether the defect is a Defect on the date on which it is finally determined or adjudged to be a Defect under Article 13, together with interest thereon at the relevant rate calculated from the date of the Builder's receipt of an invoice for the Defect remedied pursuant to Clause 2 in Article 7 up to and including the date of the Buyer's receipt of the relevant amount.
- 2.5 Every amount from time to time due under this Contract but unpaid for longer than seven (7) days from (and excluding) the due date shall bear interest at the relevant rate from the due date up to and including the date of receipt by the party to which the amount is owed.
- 2.6 All amounts payable to the Builder under this Contract shall be paid directly to the Builder's Account, and payment shall be fulfilled upon irrevocable credit to such account. The Builder and the Buyer shall consult with each other about the mode of payment with a view to reducing the amount of any applicable bank transfer charges.
- 2.7 All payments made by the Buyer to the Builder before delivery and acceptance of the Ship shall be in the nature of advances to the Builder. Payments made by the Buyer shall not be construed as a waiver of the Buyer's rights subsequently to object to any of such payments or the underlying invoices issued by the Builder.
- 2.8 The Buyer's Allowance shall be accounted for and paid by the Builder as follows:
- (i) Upon its receipt of the first instalment of the Contract Price the Builder shall immediately pay to the Buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (ii) Upon its receipt of the second instalment of the Contract Price the Builder shall immediately pay to the Buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (iii) Upon its receipt of the third instalment of the Contract Price the Builder shall immediately pay to the Buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (iv) Upon its receipt of the fourth instalment of the Contract Price the Builder shall immediately pay to the buyer the sum of [\*]. Upon the Buyer's receipt of this payment, the Buyer shall return the Buyer's Allowance Refund Guarantee to the Builder.
  - (v) For each of the payments referred to in paragraphs (i) to (iv) above, the Buyer shall provide the Builder with a corresponding invoice. In each case, the invoice shall not require any specific explanation of paid or planned expenditures.

- (vi) At delivery of the Ship the Builder shall apply the balance of the Buyer's Allowance, in the amount of [\*], in or towards payment of any sums due to the Builder at delivery in respect of agreed modification costs.
- (vii) At delivery of the Ship the Buyer shall provide the Builder with a written statement (in such form as the Builder may reasonably request) signed by two directors or other authorized officers of the Buyer and describing the categories of items ordered by or on behalf of the Buyer, and the other expenditures made or to be made in respect of orders placed by or on behalf of the Buyer, the total value of each such category and the aggregate total value of such orders in respect of which the Buyer's Allowance has been applied during the construction period or is to be applied using the amounts referred to in paragraphs (i) to (iv) above and any remainder amount referred to in paragraph (viii) below.
- (viii) If any part of the Buyer's Allowance remains after the application referred to in paragraph (vi) above, at delivery of the Ship the relevant remainder amount shall, upon the Builder's receipt of the instalment of the Contract Price due at delivery, be paid by the Builder to the Buyer by way of a refund of the unutilized portion of the Buyer's Allowance, and the Buyer shall provide the Builder with a corresponding invoice for such payment.

2.9 All fees, costs and other charges whatsoever arising in connection with:

- (i) each guarantee issued under Clause 2.3 (including, without limitation, fees and other costs or charges payable to the relevant bank(s) and/or insurance company(ies) in respect of the issuance and maintenance thereof) shall be borne and paid by the Builder; and
- (ii) any payment made under this Contract shall be borne and paid by the paying party *provided that* any fees, costs or other charges levied by the receiving party's bank(s) (including correspondent banks, whether in Germany or elsewhere) shall be borne and paid by that party.

2.10 The euro is the currency of account and payment for each and every sum at any time due from either party to the other under or in connection with this Contract.

**(End of Article 8)**

**ARTICLE 9: TERMINATION**

**1. TERMINATION BY BUILDER**

- 1.1 Each of the following events shall be a "**Builder Termination Event**" for the purposes of this Contract:
- (i) if, without due cause, the Buyer fails to pay any part of the Contract Price under any of Clauses 2.1 (i), (ii), (iii), or (iv) in Article 8 on the due date for such payment and such failure is not remedied within fifteen (15) working days after the receipt by the Buyer of a written notice from the Builder notifying the Buyer of such failure and requesting remedial action; or
  - (ii) if, without due cause, the Buyer fails to accept delivery of (and pay the balance of the Contract Price for) the Ship within three (3) working days after the Ship and the related Delivery Documents have been duly tendered for delivery by the Builder in conformity with this Contract; or
  - (iii) if any of the following events or circumstances shall occur before the Buyer has accepted delivery of the Ship and paid the balance of the Contract Price (a) a final order shall be made or an effective resolution shall be passed for the winding up of either the Buyer or NCLC (otherwise than by a members' voluntary winding up for the purpose of an amalgamation or reconstruction on terms previously approved by the Builder, which approval shall not be unreasonably withheld or delayed), or (b) a receiver shall be appointed in respect of the whole or a substantial part of the undertaking of either the Buyer or NCLC, or (c) either the Buyer or NCLC shall suspend the payment of its debts, or (d) either the Buyer or NCLC shall make an arrangement or composition with its creditors generally or (e) either the Buyer or NCLC shall apply to any court for protection from its creditors generally or (f) either the Buyer or NCLC shall be unable, or shall admit its inability, to pay its debts as they fall due or shall become or shall be declared insolvent under any applicable law or (g) any distress, execution, attachment or other process shall affect the whole or any substantial part of the Buyer's business and assets and shall remain undischarged for a period exceeding 21 (twenty one) days or (h) the whole or a substantial part of the assets and business of either the Buyer or NCLC shall be subject to Compulsory Acquisition by the Bermudian government or any agency thereof for a period exceeding 30 (thirty) days or (i) anything analogous to or having a substantially similar effect to any of the events specified in (a) to (h) shall occur under the laws of any applicable jurisdiction.
- 1.2 At any time after a Builder Termination Event shall have occurred and be continuing, the Builder may, by notice to the Buyer, terminate this Contract whereupon:
- (i) title in the Buyer's Supplies owned by the Buyer which have been installed or incorporated in the Ship before termination, shall pass to the Builder; and
  - (ii) the Builder shall retain and apply (in the manner provided for in Clause 1.3) all payments previously made by the Buyer to the Builder under this Contract.
- 1.3 If the Builder terminates this Contract under Clause 1.2, the Builder shall endeavour to obtain the best market price reasonably obtainable for the Ship, the Parts and the Buyer's Supplies referred to in Clause 1.2 (i) by sale at public auction or tender or private sale, and shall apply the proceeds of sale (after deducting the necessary expenses of sale including the reasonable costs of completing the Ship for sale) and all amounts retained by the

Builder under Clause 1.2 (ii) plus a credit for the value of Buyer's Supplies previously delivered by the Buyer and either retained by the Builder or its subcontractors or sold by any of them, as follows:

- (i) firstly, in satisfaction of the balance due to the Builder under this Contract being (a) where the Ship is completed in accordance with this Contract and then sold, the unpaid parts of the Contract Price, or (b) where the Ship is sold in an uncompleted state, that proportion of the unpaid parts of the Contract Price which is required to reimburse the Builder's costs of the building work up to the cessation of such work, and (c) all other amounts payable by the Buyer to the Builder under the provisions of this Contract as at the date of termination; and
- (ii) secondly, in payment of the Builder's proved loss directly resulting from the Buyer's default; and
- (iii) thirdly, in payment of any remaining balance to the Buyer,

*provided that* if the total of such proceeds of sale, such retained amounts and such credit shall be less than the balance due to the Builder under paragraphs (i) and (ii) of this Clause 1.3, the difference shall be paid by the Buyer to the Builder.

## 2. TERMINATION BY BUYER

2.1 Each of the following events shall be a "**Buyer Termination Event**" for the purposes of this Contract:

- (i) if (a) at any time the construction of the Ship is suspended for a period of more than thirty (30) days in circumstances where the Builder would not be entitled to claim an extension of the Delivery Date under Clause 1 of Article 5 and the Buyer reasonably believes that the Builder will not be able to recover the lost time or (b) delivery has not been made, or it can with reasonable certainty be anticipated that delivery will not be made, for whatever reason or combination of reasons (excepting only one or more independent defaults by the Buyer), by the date falling 240 (two hundred and forty) days from [\*];
- (ii) if the Buyer becomes entitled to terminate this Contract under any of Clauses 2.3, 2.7, 2.8, 2.12, 2.16, or 2.17 in Article 6;
- (iii) if the Builder commits a material breach of any of its obligations under this Contract (including, without limitation, its obligations with respect to the achievement of Milestones) and fails to remedy any such breach within 30 (thirty) days after receipt of written notice from the Buyer requesting remedial action;
- (iv) if the Builder removes the Ship from the Shipyard, or if it assigns or transfers any of its rights or obligations under this Contract, or if it subcontracts the whole or any major part of the building work, except as expressly permitted by this Contract;
- (v) if (a) any guarantee issued in favour of the Buyer under this Contract, or the security thereby given, is or becomes wholly or partially invalid, ineffective or unenforceable or (b) any of the circumstances or events referred to in Clause 2.1 (vii) (a) to (f) affect any Refund Guarantor, unless the Builder replaces any such guarantee with a new guarantee which complies with Clause 2.3(ii) of Article 8 issued by a new Refund Guarantor that is an Acceptable Issuer within 28 (twenty

eight) days after receipt of written notice from the Buyer requiring such replacement; or

- (vi) if either (a) the Builder shall fail at any time to effect or maintain the Insurances, or any insurer shall avoid or cancel the Insurances or the Builder shall commit any breach of or make any misrepresentation in respect of the Insurances the result of which is to entitle the insurers to avoid the cover or otherwise to be excused or released from any or all of their liabilities thereunder, or (b) any of the Insurances shall cease for any reason whatsoever to be in full force and effect, unless the Insurances are re-instated or reconstituted in a manner meeting the requirements of this Contract within seven (7) days; or
- (vii) if (a) a final order shall be made or an effective resolution shall be passed for the winding up of the Builder (otherwise than by a members' voluntary winding up for the purposes of amalgamation or reconstruction on terms previously approved by the Buyer, which approval shall not be unreasonably withheld or delayed), or (b) a receiver shall be appointed in respect of the whole or a substantial part of the undertaking of the Builder, or (c) the Builder shall suspend the payment of its debts, or (d) the Builder shall make an arrangement or composition with its creditors generally, or (e) the Builder shall apply to any court for protection from its creditors generally, or (f) the Builder any Refund Guarantor shall be unable, or shall admit its inability, to pay its debts as they fall due or it shall become or shall be declared insolvent under any applicable law, or (g) any distress, execution, attachment or other process shall affect the whole or any substantial part of the Builder's business or assets and shall remain undischarged for a period exceeding 21 (twenty one) days, or (h) the Ship or the whole or any substantial part of the Builder's business or assets shall be subject to Compulsory Acquisition by the German government or any agency thereof for a period exceeding 30 (thirty) days or (i) anything analogous to or having a substantially similar effect to any of the events specified in (a) to (h) above shall occur under the laws of any applicable jurisdiction.

2.2 At any time after a Buyer Termination Event shall have occurred and be continuing the Buyer may, by notice to the Builder, terminate this Contract and thereafter:

- (i) the Buyer may retain and/or claim from the Builder (which shall immediately pay to the Buyer) all liquidated damages paid or payable by the Builder to the Buyer under Clauses 2.14 to 2.18 in Article 6; and
- (ii) the Buyer may also claim from the Builder (which shall immediately refund to the Buyer) the aggregate of (a) all payments previously made by the Buyer to the Builder under this Contract together with interest thereon at the relevant rate calculated from the date upon which the Builder received each such payment to the date on which the refund is received by the Buyer, (b) the return of any Buyer's Supplies which have not been built into or installed on or in the Ship or which may be removed from the Ship, the Shipyard or other place(s) where they are stored and the Buyer's Supply Costs for all other Buyer's Supplies, and (c) all other amounts payable by the Builder to the Buyer under the provisions of this Contract at the date of termination; and
- (iii) if the Buyer's right to terminate this Contract (whether under Articles 4 and/or 9 or otherwise) becomes exercisable as a result of any negligence or wilful misconduct on the part of the Builder the Buyer shall, in addition to the payments

referred to in sub-clauses 2.2(i) and (ii), be entitled to the proved loss directly resulting from the Builder's default.

- 2.3 If the Buyer elects to terminate this Contract under Clause 2.2 the Buyer may (at any time thereafter) elect to take title and possession of the Ship in its then state together with the Buyer's Supplies and all plans, machinery, equipment and other Parts appropriated or allocated to the Ship, and to complete the Ship at the Shipyard (without being liable to the Builder for rent or other claims) or, in the Buyer's option, at another shipyard.
- 2.4 If the Buyer elects to take title and possession of the Ship under Clause 2.3 it may enter into one or more contracts with other parties to complete the Ship at the Shipyard or elsewhere and for such purposes the Buyer may remove the Ship together with the Buyer's Supplies and all equipment and other Parts appropriated or allocated to, or ordered for the Ship or, alternatively, it may use (to the extent it sees fit) any of the Shipyard facilities, plant, machinery, tools and all equipment and other Parts appropriated or allocated to, or ordered for, the Ship and in either case the Builder shall release (and, as necessary, procure the release of) the same to the Buyer free from all claims (including claims for rent) and encumbrances whatsoever against payment to the Builder of the unpaid balance of the Contract Price less the aggregate of:
- (i) the payments, refunds and other amounts referred to in Clause 2.2 (i), (ii) and (iii); and
  - (ii) the Buyer's good faith estimate of the costs that it will incur in (a) moving the Ship (and the Buyer's Supplies and all related equipment and other Parts) to another shipyard and in having the Ship completed at such other shipyard or (b) in completing the Ship at the Shipyard.
- 2.5 If the Buyer elects to take title and possession in the Ship under Clauses 2.3 and 2.4 the Builder will, at the Buyer's direction from time to time, arrange for the following steps to be taken as soon as may be practicable:
- (i) the execution of all works and other steps required to permit the Ship, the Parts and the Buyer's supplies to be removed by the Buyer in an orderly and safe manner;
  - (ii) the removal from the Ship of all employees and other representatives of the Builder and its subcontractors;
  - (iii) the delivery to the Buyer of the Ship, the Parts, the Buyer's Supplies, all completed and partially completed portions of the building work, and all documents and other data required by the Buyer in connection with the building work previously done or the work to be done in order to complete the construction of the Ship;
  - (iv) the vesting in the Buyer of all rights of the Builder under and in connection with the subcontracts and supply contracts made by the Builder in relation to the construction of the Ship; and
  - (v) the provision to the Buyer and its contractors of all such other assistance as may be required to enable the Buyer to remove the Ship, the Parts and the Buyer's Supplies.

3. **TERMINATION BY EITHER PARTY**

- 3.1 Any event entitling a party to terminate this Contract in accordance with its express provisions shall constitute (as the case may be) either a repudiatory breach of, or breach of condition by the other party under, this Contract or an agreed terminating event the occurrence of which will (in any such case) entitle the relevant party to terminate this Contract and recover the amounts provided for in this Contract either as liquidated damages or as agreed sums deductible or payable on the occurrence of such event.
- 3.2 The Builder's receipt of all payments to be made by the Buyer under Clause 1.3 or, as the case may be, the Buyer's receipt of all payments to be made by the Builder and the Builder's performance of all other obligations to be performed by it under Clauses 2.2 to 2.5 shall discharge all obligations and liabilities of each of the parties to the other under this Contract save for any obligations and liabilities of either party arising under any of the provisions of: Article 4, Clause 3; Article 10, Clause 2; Article 11; Article 12; or Article 14, Clause 4.

**(End of Article 9)**

**ARTICLE 10: BUILDER'S REPRESENTATIONS, COVENANTS AND INDEMNITIES**

**1. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 1.1 The Builder acknowledges that the Buyer has entered into this Contract in full reliance on the representations set out in Clauses 1.2 and 1.3 and the Builder warrants that the statements contained in those Clauses are in all respects true and accurate.
- 1.2 Each party (in either case, the "**warrantor**") represents and warrants to the other party that:
- (i) all acts, conditions and things required to be done, fulfilled and performed in order (a) to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Contract and (b) to ensure that the obligations expressed to be assumed by it in this Contract are legal, valid and binding have been done, fulfilled and performed; and
  - (ii) no legal proceedings have been started or (to the best of the warrantor's knowledge and belief) threatened which might have a material adverse effect on the warrantor's ability to perform its obligations under this Contract.
- 1.3 The Builder further represents and warrants to the Buyer:
- (i) that neither the execution of this Contract nor the exercise by the Builder of its rights and performance of its obligations under this Contract will result in any breach of any German or European Community law, regulation, rule, directive or treaty;
  - (ii) neither the Builder nor (to the best of the Builder's knowledge, information or belief) any other person has (whether directly or indirectly) offered or paid or agreed to pay or give commission of any kind whatsoever in relation to or in connection with this Contract or any of the business transactions described in or contemplated by this Contract; and
  - (iii) that it shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws, regulations, rules, directives and treaties of Germany and the European Community to enable it lawfully to enter into and perform its obligations under this Contract.

**2. INDEMNITIES**

- 2.1 The Builder shall indemnify fully, hold harmless and defend the Buyer and the other protected parties from and against all Losses which any of them may sustain or incur in respect of any personal injuries or other harm to or death of any person(s) or any damage to, or loss or destruction of, any property of any person(s), and which arise out of:
- (i) any acts, omissions or defaults on the part of (a) the Builder and/or (b) any of the Builder's subcontractors and/or (c) any of the respective officers, employees, workmen, agents or other representatives of the Builder or its subcontractors *provided that* this indemnity shall not (aa) extend to any Losses to the extent they are caused by the negligence or wilful misconduct of the Buyer or any other of the protected parties or (bb) apply to any claim arising out of injury, harm, death, damage, loss or destruction sustained after delivery of the Ship unless any such claim arises out of injury, harm, death, damage, loss or destruction sustained before delivery for which the Builder is responsible; and

- (ii) any representation made by the Builder in Clause 1.3 proving (at any time before or after the date hereof) to be untrue, inaccurate or misleading in any material respect.

**(End of Article 10)**

**ARTICLE 11: INTELLECTUAL PROPERTY RIGHTS**

**1. PATENTS, TRADE MARKS AND COPYRIGHTS**

1.1 The Builder shall procure all such approvals and licenses, and pay all such royalties, licence fees or other similar charges, on or in connection with:

- (i) the Ship;
- (ii) any Parts (other than Buyer's Supplies) installed or incorporated in, stowed on or otherwise delivered with the Ship;
- (iii) any part of the building work,

as may be necessary to ensure that the same are delivered to the Buyer and may be owned and operated by the Buyer (and its successors, assignees and counterparties) without infringement of any patent, patent right, copyright, trademark, trade secret or other intellectual property right.

1.2 The Builder shall indemnify fully, hold harmless and defend the Buyer and the other protected parties from and against all Losses which any of them may suffer or incur as a result of any actual or alleged infringement of any patents, patent rights, copyrights, trademarks, trade secrets or other intellectual property rights of any kind or nature on or in connection with the Ship, the Parts (other than Buyer's Supplies) or any part of the building work or the ownership or the proper use thereof by the Buyer *provided that* this indemnity shall not apply to any such infringement if the management of the Buyer or the management of any other protected party knew of the relevant infringement (at any time between the Effective Date and the date of actual delivery of the Ship) but failed to notify the Builder.

1.3 If by reason of any claim for which the Builder is responsible under this Clause 1:

- (i) the Ship or any Part (other than Buyer's Supplies) shall be held to constitute an infringement of any patent, patent right, copyright, trademark, trade secret or other intellectual property right; or
- (ii) the Buyer's free use and possession or quiet enjoyment of the Ship or any such Part shall be in any manner or to any extent disturbed, interfered with, limited, restricted or restrained (whether by reason of an actual or threatened arrest, detention or claim or as a result of any other encumbrance or for any other reasons whatsoever),

the Builder shall, at its own expense, either promptly take all such steps as may be necessary fully to restore to the Buyer the free use and possession and quiet enjoyment of the Ship or such Part or, if the same can be done without material adverse affect on or delay to the Ship's schedule, replace any infringing Part with a non-infringing Part which is satisfactory to the Buyer and/or the Classification Society and/or the Regulatory Authorities.

1.4 The Buyer shall indemnify fully, hold harmless and defend the Builder from and against all Losses which it may suffer or incur as a result of any actual or alleged infringement of any patents, patent rights, copyrights, trademarks, trade secrets or other intellectual property rights of any kind or nature on or in connection with any Buyer's Supplies, plans, designs and engineering and design data supplied by the Buyer to the Builder under or in connection with this Contract *provided that* this indemnity shall not apply to any such infringement if the management of the Builder knew of the relevant infringement (at any

time between the Effective Date and the date of actual delivery of the Ship) but failed to notify the Buyer.

**2. RIGHTS TO ENGINEERING AND DESIGN DATA**

- 2.1 All plans, designs and engineering and design data supplied by the Buyer to the Builder which are the property of the Buyer shall remain the property of the Buyer and such plans, designs and engineering and design data may be used by the Builder only in such manner as is permitted by this Clause 2.
- 2.2 All plans, designs and engineering and design data supplied by the Builder to the Buyer which are the property of the Builder shall remain the property of the Builder and such plans, designs and engineering and design data may be used by the Buyer only in such manner as is permitted by this Clause 2.
- 2.3 The Builder hereby grants to the Buyer and each other member from time to time of the NCL Group an irrevocable, non exclusive, perpetual, royalty free, worldwide license to use the plans, designs, and engineering and design data referred to in Clause 2.2 in connection with the operation, maintenance, modification, redesign, refurbishment, repair, sale or other use of the Ship after delivery and such licence may be transferred to any charterer or other operator, to any manager or to any buyer of the Ship without the need to seek or obtain any consent from the Builder, its successors or assigns.
- 2.4 Each party shall take all reasonable precautions to maintain in confidence, and will not use or permit the use of (except as may be necessary for the purposes of the building work or as may be required during any legal proceedings or as otherwise may be required by law), any of the designs, plans and engineering and design data owned by the other party.
- 2.5 Nothing contained in this Contract shall be construed as transferring any patent, patent right, copyright, trademark, trade secret or other intellectual property right created or used in the performance of this Contract, all of which are hereby expressly reserved to the true and lawful owners thereof.

**(End of Article 11)**

**ARTICLE 12: TAXES AND CONTRACT EXPENSES**

**1. TAXES**

- 1.1 All taxes of any kind whatsoever and levied by whatsoever taxing authority arising out of or in connection with the making and execution of this Contract, the building of the Ship, the importation of any Parts (other than Buyer's Supplies) into Germany or (if different) the country of any subcontractor or of the Delivery Port, the classification and delivery of the Ship, the sale and delivery of the Ship, payment of the Contract Price in Germany and the export of the Ship or any Parts from Germany or (if different) the country of any subcontractor or of the Delivery Port which is payable in Germany or (if different) in the country of any subcontractor or of the Delivery Port shall be borne and paid by the Builder and the Builder shall indemnify fully, hold harmless and defend the Buyer and all other protected parties from and against any Losses which any of them may suffer or incur in relation to any such tax.
- 1.2 All taxes of any kind whatsoever and levied by whatsoever taxing authority arising out of or in connection with the importation of any Buyer's Supplies into Germany or (if different) the country of any subcontractor or of the Port of Delivery or the importation of the Ship or any Parts into the country of the Buyer shall be borne by the Buyer and the Buyer shall indemnify fully, hold harmless and defend the Builder from and against any Losses which the Builder may suffer or incur in relation to any such tax.
- 1.3 The Buyer shall provide the Builder with such certificates and/or documents as the Builder may be required to provide to the tax or other competent authorities in Germany in order to verify the export of the Ship from the European Union and/or Germany and to fulfil all accompanying requirements of the relevant authorities (the "Export Documents") provided that (i) the Builder shall notify the Buyer of such requirements as soon as reasonably practicable, (ii) the provision of the Export Documents is within the Buyer's control and (iii) any costs involved in the provision of the Export Documents which are additional to the Buyer's ordinary administrative and operational costs shall be for the account of the Builder.

**2. CONTRACT EXPENSES**

- 2.1 Each party shall bear and pay all costs and expenses incurred by it in connection with the negotiation, preparation and execution of this Contract.
- 2.2 Each party shall from time to time reimburse the other on demand for all costs and expenses (including fees of legal and other professional advisors) reasonably incurred by such other party in connection with the lawful enforcement of any of the rights of that party under this Agreement.

**(End of Article 12)**

**ARTICLE 13: DISPUTES, JURISDICTION, GOVERNING LAW AND NOTICES**

**1. TECHNICAL DISPUTES**

- 1.1 Except where a Dispute of a technical nature is determined by the Classification Society under Clause 4.2 in Article 1 or, as appropriate, by a Regulatory Authority under Clause 4.4 in Article 1, any Dispute of a technical nature arising before delivery of the Ship and which gives rise to issues purely of fact (including, without limitation, any dispute or difference of opinion relating to questions as to the existence, degree or extent of any alleged non-conformity of the Ship or any Part to the Contract, the Plans, the Specification, or the Rules) shall be referred to the Head Office of the Classification Society for its final decision *provided that* if the Head Office of the Classification Society declines to accept any such referral, or if either party reasonably considers that it is not appropriate to refer the Dispute in question to the Head Office of the Classification Society, the Dispute shall be referred to a mutually acceptable technical expert for his final decision.
- 1.2 The procedure applicable to the resolution of any Dispute of a technical nature (whether by the Classification Society or by a mutually agreed technical expert) shall be as follows:
- (i) the person or body to whom the Dispute is referred (the "**Expert**", which term shall also apply to any substitute appointed by mutual agreement of the parties) shall be requested to make a final decision within 21 (twenty one) working days after it has accepted the appointment;
  - (ii) within 10 (ten) working days after the Expert has confirmed to both parties that it has accepted the appointment, each party will send to the Expert (and simultaneously to the other party), by fax or registered courier, its submissions and supporting evidence in relation to the Dispute ;
  - (iii) if a party fails to submit its submissions and supporting evidence within the time limit laid down in paragraph (ii), it shall be deemed to have admitted the correctness of the other party's submissions;
  - (iv) the Expert shall act as an expert and not as an arbitrator;
  - (v) the decision of the Expert shall be final and binding on both parties; and
  - (vi) the parties shall bear the Expert's costs equally.
- 1.3 If within 10 (ten) working days after receipt by a party of a notice of a Dispute from the other party:
- (i) the Head Office of the Classification Society has failed to accept a referral pursuant to Clause 1.1; or
  - (ii) a party reasonably considers that it is not appropriate to refer any Dispute of a technical nature to the Head Office of the Classification Society; or
  - (iii) the parties have failed to agree upon the identity of a mutually acceptable technical expert and obtain written acceptance of its appointment,
- the Dispute shall be determined in accordance with Clause 2.

## 2. JURISDICTION

- 2.1 Except where a Dispute is determined under Clause 1.1 and subject to the Buyer's rights under Clause 3.4, the English courts shall have exclusive jurisdiction to settle and determine all Disputes.
- 2.2 Each party agrees that the English courts are the most appropriate and convenient courts to settle and determine Disputes and that accordingly no party will argue to the contrary; and each party hereby irrevocably submits itself to the jurisdiction of the English courts for the purposes of this Contract.
- 2.3 A judgment relating to this Contract that is given or enforceable by the English courts may be enforced without review in any other jurisdiction and each party waives all of its rights to apply for or require any such review.
- 2.4 Subject to Clause 1.4(vi) in Article 5, no Dispute shall entitle the Builder to cease or suspend any part of the building work or to withhold delivery of the Ship, nor shall any Dispute entitle the Buyer to withhold the payment of any part of the Contract Price due under any of Clauses 2.1(i), (ii), (iii), (iv) or (v) in Article 8 beyond the relevant due date for payment *provided that* nothing in this provision shall prejudice any right which:
- (i) the Builder may have to retain possession of the Ship on account of non-payment of the Contract Price; or
  - (ii) the Buyer may have to dispute the due date for payment of any part of the Contract Price under Clause 2.1(v) in Article 8.
- 2.5 For the avoidance of doubt, if any Dispute arises before delivery of the Ship and is referred for determination under any of the provisions of Clauses 1 or 2 hereof, the Builder shall not be entitled to dispose of the Ship pending the final determination of such Dispute.

## 3. GOVERNING LAW

- 3.1 This Contract is governed by and shall be construed in accordance with English law without giving effect to any principles of conflicts of laws.
- 3.2 Each party irrevocably agrees to appoint, and to maintain, an agent for service of process in London in relation to any proceedings before the English courts in connection with this Contract. In addition, each party agrees that no neglect or default by its agent, including any failure by it to notify the relevant party of any proceedings or process, will invalidate the proceedings or process concerned or any judgment.
- 3.3 Without prejudice to any other mode of service allowed under any relevant law, service of any proceedings or process or judgment issued out of, or made or granted by, the English courts may be served by being delivered to the last known address in London of the agent for service of process of the relevant party or to the relevant party itself at the address for such party set out in Clause 4.
- 3.4 The Buyer reserves the right to proceed under this Contract against the Builder in the German state courts for interlocutory relief (*einstweiliger Rechtsschutz*).

## 4. NOTICES

- 4.1 Any notice or other communication made under or in connection with this Contract shall be in writing in the English language and shall be given to the addressee at the relevant address set out below or sent by email or fax to the relevant email address or fax number given below, marked for the attention of the relevant individual listed in the "Attention" lines

set out below *provided that* all notices and communications relating to technical matters (including, without limitation, those concerning the approval of Plans and tests) shall be given to the Supervisor at the address set out in paragraph (ii) below or sent by email or fax to the email address or fax number specified in paragraph (ii) below.

(i) if to the Buyer or NCLC, to Seahawk Two, Ltd. or NCLC c/o 7665 Corporate Centre Drive, Miami, Florida 33126  
Attention: Mr Kevin Sheehan, President & CEO  
Email: [ksheehan@ncl.com](mailto:ksheehan@ncl.com)  
Fax: +1 305 436 4113  
with a copy to: Mr Daniel S. Farkas, Sr. Vice President & General Counsel  
Email: [dfarkas@ncl.com](mailto:dfarkas@ncl.com)  
Fax: +1 305 436 4117

(ii) if to the Supervisor, to the Supervisor c/o the Supervisor's designated office at the Shipyard  
Attention: Mr Christer Karlsson  
Email: [ckarlsson@ncl.com](mailto:ckarlsson@ncl.com)  
Fax: +49 49 61 81 69 10

(iii) if to the Builder, to: Meyer Werft GmbH Postfach 1555, D26855, Papenburg, Germany  
Attention: Mr Bernard Meyer  
Fax: +49 4961 814300  
Email: [bernard.meyer@meyerwerft.de](mailto:bernard.meyer@meyerwerft.de)  
Attention: Mr Thomas Weigend  
Fax: +49 4961 814279  
Email: [thomas.weigend@meyerwerft.de](mailto:thomas.weigend@meyerwerft.de)

or to such other person, address, email or fax as any party may (by not less than five (5) working days' notice in writing) specify to the other.

4.2 In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:

- (i) if correctly addressed and marked for the attention of the appropriate individual and delivered personally, when left at the appropriate address of the addressee;
- (ii) if correctly addressed and marked for the attention of the appropriate individual and sent by pre-paid registered mail (or registered airmail if international) or courier, upon acknowledgement of receipt by return email; and

- (iii) if correctly addressed and marked for the attention of the appropriate individual and sent by email or fax to the correct address or number, upon acknowledgement of receipt by return email or fax.

**(End of Article 13)**

**ARTICLE 14: GENERAL MATTERS**

**1. COMPUTATION OF TIME**

- 1.1 Except as otherwise provided in this Contract, all periods of time shall be computed by including Saturdays, Sundays and holidays except that if any period terminates on:
- (i) any day which is not a working day in Miami or Papenburg (in the case of periods applicable to action by the Buyer); or
  - (ii) any day which is not a working day in Papenburg (in the case of periods applicable to action by the Builder),
- such period shall be deemed to be extended to the next following working day in such place.

**2. ASSIGNMENTS**

- 2.1 The Buyer may:
- (i) grant to its financiers of the Ship, or the other financiers of the NCL Group, assignments of (or other security interests in) this Contract, the Buyer's rights in respect of the Insurances, and the guarantees issued by the Refund Guarantors;
  - (ii) assign, novate or transfer this Contract to any member of the NCL Group or (with the prior approval of the Builder, which is not to be unreasonably withheld or delayed) to any other person whatsoever; and
  - (iii) assign its rights under this Contract to any purchaser, bareboat charterer, lessee or other operator of the Ship.

Subject to Clause 13.3, the guarantee provided for in Clause 13.1 shall remain in full force and effect notwithstanding any such assignment, novation or transfer.

- 2.2 As and when so requested by the Buyer, the Builder will provide the Buyer's financiers and permitted assignees with all such information and documentation as they may reasonably request without depriving the Builder of its rights and interest under this Contract.
- 2.3 The Builder shall not assign or novate or transfer, or purport to assign or novate or transfer, any of its rights or obligations under this Contract save that the Builder may assign its rights hereunder to its financiers for the Builder's pre-delivery construction financing of the Ship.

**3. PARTIAL ILLEGALITY**

- 3.1 If any provision of this Contract or the application thereof to any person or in any circumstances shall to any extent be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not prejudice the effectiveness of the remainder of this Contract or the application of such provision to other persons or in other circumstances and each other provision of this Contract shall be legal, valid and enforceable to the fullest extent permitted by law.

**4. CONFIDENTIALITY**

- 4.1 After the date of this Contract, the parties will agree the terms and publication date(s) of press announcements in relation to the construction of the Ship.

4.2 Save as provided in Clause 4.1, the parties shall treat as confidential and use all reasonable efforts to ensure that their respective agents, officers, employees, workmen, subcontractors, and other representatives treat as confidential, the provisions of this Contract *provided that*:

- (i) each party may, with the prior written consent of the other, disclose to any third party information relating to the matters referred to in this Clause 4.2; and
- (ii) each party shall be entitled to disclose any such information to their shareholders or prospective shareholders, financiers, auditors, legal advisors, other professional advisors or rating agencies (providing that such agencies are informed of the confidentiality restrictions relating to the information so disclosed), or to such extent as may from time to time be required by law or the rules or regulations of any applicable stock exchange or similar body *provided that* disclosure of sensitive commercial or technical data shall be made only when strictly necessary and then on a "need to know" basis.

5. **AMENDMENTS**

5.1 No amendment, modification, supplement or other variation of this Contract, the Plans or the Specification shall be of any effect unless made in writing and signed by the Builder and the Buyer or their respective duly authorised representatives.

6. **NO WAIVER**

6.1 No failure or delay on the part of either party in exercising any right, power or remedy under this Contract shall operate as a waiver thereof or a waiver of any other rights, powers or remedies nor shall any single or partial exercise of any such right power or remedy preclude any other or further exercise of any such right, power or remedy or the exercise any other right, power or remedy.

6.2 The respective rights, powers and remedies conferred on the parties by this Contract are cumulative and (save where the contrary is expressly stated) are in addition to (and not exclusive of) any rights, powers and remedies provided by law.

7. **CONSENTS**

7.1 Subject to Clause 1.6 in Article 2, where any matter:

- (i) requires an instruction from the Buyer, a waiver by the Buyer or the approval, authority or consent of the Buyer any such instruction, waiver, approval, authority or consent shall not be deemed to have been given or to any extent effective unless it is given in writing by a duly authorised representative of the Buyer; and
- (ii) is required to be acceptable or satisfactory to the Buyer, the Buyer shall not be deemed to have accepted, or to be satisfied with such matter, unless its acceptance or satisfaction is communicated in writing to the Builder by a duly authorised representative of the Buyer.

8. **LANGUAGE**

8.1 The official text of this Contract (and all plans, drawings, test and work schedules, reports, protocols, certificates, instruction booklets, notices, communications and other materials or documents to be drawn up, developed or supplied under this Contract) shall be in the English language.

9. **MODELS**

9.1 The Builder shall build and supply free of charge to the Buyer (and place on board the Ship at or before delivery) the models of the Ship described in section G6.5 of the Specification.

10. **COUNTERPARTS**

10.1 This Contract may be executed in up to three (3) counterparts each of which when dated and signed by (or on behalf of) all three parties shall be an original, but all counterparts together shall constitute one and the same instrument.

11. **EFFECTIVE DATE**

11.1 This Contract shall not have any legal effect whatsoever until the time on the date (the "**Effective Date**") when all of the following conditions have been satisfied:

- (i) each party shall have received an original counterpart of this Contract, duly signed by the other party;
- (ii) the Buyer shall have confirmed in writing to the Builder that it has in its discretion approved: (a) the final version of the Specification, the Plans and the List of Suppliers; (b) certain warranty and other post-delivery support arrangements with certain key suppliers; (c) the form and terms of the Insurances; (d) the identity of the brokers and insurers; and (e) the identity of the intended first Refund Guarantor;
- (iii) NCLC shall have confirmed by written notice to the Builder that it has received the approval of (a) its existing lenders, and (b) its board of directors and its shareholders, for the transactions contemplated by this Contract;
- (iv) the Buyer and NCLC shall have confirmed by written notice to the Builder that they have arranged (on terms acceptable to each of them) pre and post delivery financings of the payments referred to in Clause 2 of Article 8; and
- (v) each party shall have (a) irrevocably appointed a process agent in London and (b) notified the other party in writing of the name and address of such agent.

11.2 [\*].

11.3 [\*].

11.4 This amended and restated Contract was signed on 8 July 2014. However, the parties agree that this amended and restated Contract shall – upon its Effective Date – be deemed to have retrospective effect as from 14 June 2013, which is the date on which the Contract for the Ship was first made.

11.5 [\*].

12. **PROTECTED PARTIES**

12.1 Any of the protected parties may enforce the terms of any provision of this Contract which purports to confer any rights on them, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

12.2 The Builder and the Buyer may at any time, by agreement between them, rescind this Contract or vary it without the consent of the protected parties.

- 12.3 If any protected party becomes entitled to bring a claim against the Builder under or in respect of this Contract, the Buyer shall bring such claim against the Builder on behalf of the relevant protected party.
- 12.4 If any claim is made against the Builder by the Buyer on behalf of a protected party under Clause 12.3, the Builder shall only have available to it by way of defence any matter that would have been available to it by way of defence if the relevant protected party had been a party to this Contract.
- 12.5 Save as provided above the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

13. **GUARANTEE**

- 13.1 NCLC hereby guarantees to the Builder the due and punctual performance of all the terms, conditions and covenants to be performed by the Buyer and agrees to pay to the Builder each sum of money which the Buyer is at any time liable to pay to the Builder under or pursuant to this Contract and which has become due and payable but has not been paid.
- 13.2 Neither the obligations of NCLC under the guarantee provided for in Clause 13.1 nor the rights, powers and remedies conferred on the Builder in respect of such guarantee shall be discharged or impaired by any act, circumstance, event or omission which (but for this Clause 13.2) might operate to discharge or impair any of the obligations, rights or remedies referred to above.
- 13.3 With the prior written approval of the Builder (which is not to be unreasonably withheld or delayed) NCLC may at any time be replaced as guarantor under this Contract by any person(s) inside or outside the NCL Group of at least equal financial standing.

14. **FAIR DEALING AND BUSINESS STANDARDS**

- 14.1 Each party agrees: to use all reasonable efforts to make timely decisions in a speedy and effective way; to deal fairly with each other; and at all times to act in good faith. In this context, "good faith" includes, without limiting the duty of each party to cooperate with the other, a duty of honesty to the other party and a duty not to intentionally mislead the other party.
- 14.2 Each party, in performing its obligations under this Contract, shall maintain appropriate business standards, procedures, precautions and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of the other party.
- 14.3 Each party shall implement (and shall ensure that its employees and other representatives comply with) a policy which prohibits the giving or receiving of any inappropriate favours, gifts, entertainment, payments, loans or other consideration of any kind directly or indirectly connected with this Contract or the work hereunder or any other activities that might influence individuals to act contrary to the best interests of their principal or applicable law.
- 14.4 Each party warrants and represents that all financial settlements, reports and billings rendered to the other party under or in connection with this Contract shall properly reflect the facts of all activities and transactions handled for the other party's account and may be

relied upon as being complete and accurate in any further recording or reporting made by such party or any other member of the corporate group to which such party belongs.

14.5 No commission of any kind whatsoever is or will be payable (whether directly or indirectly) by or to the Builder in relation to or in connection with this Contract or any of the business transactions described in or contemplated by this Contract. Any breach of this Clause by the Builder may be treated by the Buyer as a material breach of the Builder's obligations for the purposes of Article 9, Clause 2.1 (iii).

#### 15. PERMITTED CHANGES

15.1 The Builder agrees that notwithstanding any provision to the contrary in this Contract or the Specification or the Plans, without giving rise to any increase in the Contract Price or any other charge to the Buyer, or to any AOMs, the Buyer may make the changes referred to in this Clause 15 in relation to the Ship as compared with the Builder's Hull number [\*] (the "First Ship").

15.2 In the passenger public rooms of the Ship, the general arrangement, the layout and the function will be the same as for the First Ship. However, the Buyer may make like for like changes to durable materials and colours. Furthermore the Buyer may make minor adjustments to the arrangement of the loose furniture (i.e. positioning) but it is herewith agreed that clause 15.10 below finds application for such arrangement adjustments (e.g. without limitation in case the lighting shall also be changed).

15.3 The same carpet design will be used. However, the Buyer may make like for like changes to the pattern and colour of the carpets in public rooms, passenger cabins and corridors. Furthermore the Buyer may make like for like changes to materials and finishes. Additionally the Buyer may make minor adjustments to headboards, vanities, TV units and sofa designs but it is herewith agreed that in each case clause 15.10 below finds application for such adjustments.

15.4 In passenger cabins the Buyer may make like for like changes to durable materials (such as laminates).

15.5 The Buyer may change area names and signage as it relates to each area.

15.6 The Buyer may change the artwork concept throughout the Ship.

15.7 The Buyer may make changes to Buyer's Supplies for the Ship so long as the changes do not result in the Builder exceeding its original budget for mounting and installation of the relevant Buyer's Supplies.

15.8 Each of the choices and changes referred to in clauses 15.2 to 15.7 above will be presented to the Builder within 365 (three hundred and sixty five) days after the date agreed for presentation of the corresponding choice under the contract for the First Ship.

15.9 In this Clause 15 the expression "like for like" means that the same supplier must be used as for the First Ship *provided that* if a supplier should become unavailable or unacceptable for business or technical reasons: (i) the preface of the list of suppliers (Appendix 2 to the Specification) shall apply to the choice of the replacement suppliers for the components mentioned in such list; and (ii) for all other components the Builder will propose replacement suppliers for approval by the Buyer under Article 1, Clause 5.4 of this Contract.

15.10 If and insofar a like for like change causes higher costs (including, but not limited to purchase price or mounting and installation), the Builder shall give the Buyer notice of such cost increase together with reasonable supporting evidence. The Buyer shall within seven (7) working days of being notified of such increase, notify the Builder of whether it accepts that change(s), in which case the Builder will follow the Buyer's preference, or that

it does not. If the Buyer does not notify the Builder of its acceptance of such higher costs within the time frame mentioned above the Builder shall be entitled to reject such like for like change.

16. **REFERENCE SHIP**

If any technical design defects or any other recurring defects should arise or become apparent during the construction period or the contractual guarantee period for the reference ship, the Builder shall (without cost to the Buyer or NCLC) ascertain the cause or source of such defects and take all steps as may be required to avoid the occurrence of any such defects in the Ship.

**(End of Article 14)**

## SCHEDULE 1

### 1. DEFINITION OF CERTAIN TERMS

#### 1.1 In this Contract:

"**Acceptable Issuer**" means a bank or financial institution which, at the time of issue by it of a guarantee under Article 8 Clause 2.3(ii), has a rating for its long term unsecured and non-credit enhanced debt obligations of A- or higher by Standard & Poor's Ratings Services and any successor thereto or A3 or higher by Moody's Investor Services Limited and any successor thereto or a comparable rating from another internationally recognised rating agency acceptable to the Buyer.

"**AOM**" has the meaning given in Article 3, Clause 1.2;

"**Builder's Account**" means the euro account numbered [\*] and held by the Builder's Bank at its office at Friedrichswall 10, 30159 Hanover, Germany

"**Builder's Bank**" means Norddeutsche Landesbank Girozentrale;

"**building work**" means all of the Parts to be provided and all of the work to be done by the Builder under and in connection with this Contract, as more particularly described in the Specification and the Plans, and includes all Parts to be provided and all work to be done by the Builder's subcontractors;

"**Buyer's Allowance**" has the meaning given in Article 8, Clause 1.1 (iii);

"**Buyer's Supplies**" has the meaning given in Article 1, Clause 1.1(i)(b);

"**Buyer's Supply Costs**" means at any given time the aggregate of (i) the costs incurred by the Buyer in relation to the carriage, pre-delivery insurance and delivery of all Buyer's Supplies and (ii) the cost to the Buyer of obtaining replacements for such Supplies at such time;

"**Class Rules**" has the meaning given in Article 1, Clause 4.1;

"**Classification Society**" has the meaning given in Article 1, Clause 4.1;

"**commission**" means any advantage or benefit (whether monetary or not), brokerage, commission, consideration, gift, gratuity, inducement, introduction fee, payment, promise, reward or success fee of any kind whatsoever payable to any broker, agent, intermediary or other person in relation to or in connection with the placing and/or performance of any activities connected with this Contract;

"**Compulsory Acquisition**" means a requisition or other compulsory acquisition (including seizure, detention, confiscation or appropriation) by or on behalf of any government or governmental agency or by any persons acting or purporting to act on behalf of any government or governmental agency;

"**Contract**" means this shipbuilding contract and includes the Plans, the Specification and the schedules, each of which forms an integral part of this Contract;

"**Contract Price**" means the fixed price for the Ship specified in Clause 1.1 of Article 8;

"**correct**" shall be construed (in Article 7, Clause 2) so as to mean and include rectify, remedy, repair and replace with the intent that the Builder's duty under Article 7, Clause 2

shall be to take all necessary corrective action by (as may be appropriate) correcting or rectifying or remedying or repairing or replacing, or paying for the correction or rectification or remedy or repair or replacement of, every Defect and any other physical damage for which the Builder is liable under Article 7, Clause 2;

"**Defect**" has the meaning given in Article 6, Clause 1.8;

"**Delivery Date**" means the fixed delivery date for the Ship specified in Clause 1.1 of Article 7, it being acknowledged and agreed by the parties that such date may be reset only in strict accordance with, and subject to, the express provisions of this Contract;

"**Delivery Port**" has the meaning given in Article 1, Clause 1.1(i)(e);

"**Dispute**" means any dispute or difference whatsoever, including (without limitation) any in relation to non-contractual obligations, arising at any time out of or in connection with this Contract including a dispute regarding the existence, validity or termination of this Contract, and "**Disputes**" shall be construed accordingly;

"**Effective Date**" has the meaning given in Article 14, Clause 11.1;

"**encumbrance**" means (i) any claim or demand (whether in personam or in rem and including any arrest or other detention in connection with any claim) and any debt, and/or (ii) any mortgage, charge, pledge, maritime or possessory or other lien, assignment, hypothecation, trust arrangement, encumbrance, or other security interest securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect and or (iii) any of the German Law Encumbrance Rights, but does not include any permitted encumbrance;

"**Flag State**" means the Bahamas;

"**EURIBOR**" means the percentage rate per annum determined by the Banking Federation for Europe for the relevant period displayed on the appropriate page of the Telerate or the Reuters screen from time to time or, if such display is not available at any time, as certified by the head office of the Builder's Bank;

"**German Law Encumbrance Rights**" means any retention of title (*Eigentumsvorbehalt, auch erweitert, verlängert, weitergeleitet, nachgeschaltet, nachträglich, als Kontokorrentvorbehalt, als Konzernvorbehalt u.s.w.*), right of retention (*Zurückbehaltungsrecht*), pledge, lien (*Pfandrecht*) and any other encumbrance (*sonstige Belastung*) or other similar rights under German law;

"**Insurances**" has the meaning given in Article 4, Clause 2.2;

"**List of Suppliers**" means the agreed list of approved subcontractors dated as of 30 May 2014 and initialled by the parties for the purposes of identification;

"**Losses**" means any and all causes of action, charges (including interest charges), costs, claims (in contract, tort or otherwise), controls, liquidated or unliquidated damages, demands, expenses, fees (including legal fees) fines, liabilities (civil, criminal or otherwise), losses (other than consequential losses), payments, penalties, proceedings, restrictions, suits and any and all other sanctions of a monetary nature other than taxes;

"**Milestones**" has the meaning given in Article 2, Clause 4.1;

"**NCL Group**" means NCLC, and its subsidiaries and affiliates from time to time;

"**Parts**" has the meaning given in Article 1, Clause 1.1(i)(b);

"**partial loss**" means any loss of or damage to the Ship (including Buyer's Supplies and other Parts) which does not constitute a total loss and "partial loss proceeds" means any insurance proceeds paid and/or payable in respect of any partial loss;

"**permitted encumbrance**" means any encumbrance (i) created by the Buyer or (ii) arising by operation of law in connection with claims against the Buyer for which the Buyer would not be entitled to compensation or indemnification from the Builder under this Contract;

"**Plans**" means the General Arrangement Plan No. P09507 A1 dated 30 May 2014 and initialled by the parties for the purposes of identification, and the technical system and other plans and drawings described or referred to in the Specification;

"**protected parties**" means (i) every member of the NCL Group from time to time, and each and all of their respective affiliates, (ii) each and all of (a) the respective directors, officers, managers, employees, members, parents, shareholders, subsidiaries predecessors and successors, and (b) agents, associates, attorneys, suppliers, workers and other representatives of the Buyer and each other protected party;

"**Refund Guarantor**" has the meaning given in Article 8, Clause 2.3;

"**reference ship**" means the Builder's Hull No. [\*];

"**Regulatory Authorities**" means those authorities, bodies and entities having regulatory responsibility and authority in respect of the Ship or specific areas or parts of the Ship, whether before or after delivery under this Contract, including (i) the International Maritime Organisation, (ii) the World Health Organisation, (iii) the United States' Coast Guard and Public Health Services authorities, (iv) the maritime authorities of the Flag State, and (v) all other specified national or international regulatory authorities;

"**Regulatory Rules**" has the meaning given in Article 1, Clause 4.3;

"**relevant rate**" means the aggregate of (i) [\*] and (ii) EURIBOR for the relevant period;

"**S&V Requirements**" has the meaning given in Article 6, Clause 2.9;

"**Ship**" means the ship which is the subject of this Contract and all Parts (including all delivered Buyer's Supplies);

"**Shipyard**" means the Builder's shipyard at Papenburg, Germany;

"**Specification**" means Specification No. P09507 A1 dated 30 May 2014 and the Appendices thereto (each, an "**Appendix**" and severally, the "**Appendices**") and, unless the context otherwise requires, "**specified**" means stipulated in the Specification or in the Appendices;

"**subcontractor(s)**" shall include each of the Builder's makers and suppliers, and any other person, company or other entity under contract to the Builder or used by the Builder in connection with the design, construction, manufacture or supply of any materials, machinery, equipment, other parts or services for the Ship;

"**tests**" means (i) the shop, dock, sea and other tests, trials and inspections described in the Specification and the Plans and (ii) such other tests, trials and inspections (or retests,

retrials and re-inspections) as the Buyer and/or the Classification Society and/or the Regulatory Authorities may reasonably require in order to demonstrate and confirm the complete correction of any Defects;

"**total loss**" means any actual, constructive, compromised or arranged or agreed total loss of the Ship (including Buyer's Supplies or other Parts);

"**working day**" means any day, other than a Saturday or Sunday, on which banks are generally open for business in each of Miami and Papenburg; and

"€" and "euro" mean the lawful currency of the Federal Republic of Germany, and "euros" shall be construed accordingly.

## 2. INTERPRETATION OF CERTAIN REFERENCES

2.1 Save where the contrary is expressly stated, any reference in this Contract to:

- (i) this Contract, the Specification, the Appendices, the Plans or any other agreements or documents shall be construed as a reference to this Contract, the Specification, the Appendices, the Plans or, as the case may be, such other agreements or documents as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;
- (ii) an Article or the schedule shall be construed as a reference to an Article or the schedule of this Contract;
- (iii) an award shall be construed as a reference to any award, decision, declaration, injunction, judgement, order or other relief;
- (iv) a claim shall be construed as a reference to any action, claim, demand, proceeding, process or suit, whether in arbitration or court or otherwise;
- (v) a clause shall be construed as a reference to a clause of the Article in which the reference appears;
- (vi) a person shall be construed as a reference to any individual, firm, company, corporation, unincorporated body of persons, or any state or state agency,
- (vii) a party to this Contract shall include a reference to such party's successors and permitted assigns;
- (viii) a tax shall be construed as a reference to any tax, assessment, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), whether national, provincial or local;
- (ix) a judgment shall be construed so as to include any court order, injunction, declaration, decision and any other form of judicial relief;
- (x) a receiver shall be construed so as to include any liquidator, trustee, administrator, receiver, administrative receiver, manager or similar officer; and
- (xi) the winding up of a party to this Contract shall be construed so as to include the bankruptcy or liquidation of the party or any equivalent or analogous proceedings under the law of the jurisdiction in which such party is incorporated or any other jurisdiction in which such party carries on business.

2.2 The Index, Article, Clause and schedule headings and sub-headings are inserted for convenience only and shall not affect the interpretation of this Contract.

3. **PRIORITY OF CONTRACT, PLANS AND SPECIFICATION**

3.1 This Contract, the Plans, the Specification and the Appendices are intended to complement and supplement one another. All general language or requirements embodied in the Specification are intended to amplify, explain and implement the requirements of this Contract. The Specification and the Plans are also intended to explain each other, and anything shown in the Plans but not stipulated in the Specification or stipulated in the Specification and not shown in the Plans shall be deemed and considered as if embodied in both. The Appendices are intended to clarify, amplify and supplement the Specification.

3.2 If any conflict is found to exist between:

- (i) the provisions of this Contract, on the one hand, and the Specification and/or the Plans on the other hand, then to the extent of such conflict only, the Specification and the Plans shall be ineffectual, and the provisions of this Contract shall prevail, and in all other respects the Specification and the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because this Contract, on the one hand, and the Specification and/or the Plans, on the other hand, contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder; or
- (ii) the provisions of the Specification, on the one hand, and the Plans, on the other hand, then to the extent of such conflict only, the Plans shall be ineffectual, and the provisions of the Specification shall prevail, and in all other respects the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because the Specification, on the one hand, and the Plans, on the other hand, contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder; or
- (iii) the provisions of the Appendices, on the one hand, and the Specification and/or Plans on the other hand, then to the extent of such conflict only, the Specification and the Plans shall be ineffectual, and the relevant provisions of the Appendices shall prevail, and in all other respects the Specification and the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because the Appendices, on the one hand, and the Specification and/or Plans on the other hand contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder; or
- (iv) a Plan, on the one hand, and another Plan on the other hand, then to the extent of such conflict only, the Plan with the earlier date shall be ineffectual, and the other Plan shall prevail, and in all other respects the Plans shall be and remain in full force and effect *provided that* to the extent such conflict arises solely because a Plan, on the one hand, and another Plan on the other hand, contain requirements that are in addition to the requirements of the other, then all of such additional requirements shall be fully complied with by the Builder.

**(End of Schedule 1)**

SCHEDULE 2 (A)

1. FORM OF REFUND GUARANTEE FOR INSTALMENT MINUS RELEVANT BUYER'S ALLOWANCE

---

**Letterhead of Refund Guarantor**

To: Seahawk Two, Ltd., c/o NCL Corporation Ltd., 7665 Corporate Centre Drive, Miami, Florida 33126

For Attention of the General Counsel

Date: *[insert date]*

**Refund Guarantee No. *[insert number/reference]* (the "Guarantee")**

1. We refer to the shipbuilding contract dated as of *[insert date]* (as amended or supplemented at any time, the "**Contract**") and made between Seahawk Two, Ltd., (the "**Buyer**"), NCL Corporation Ltd. as the Buyer's guarantor and Meyer Werft GmbH (the "**Builder**") in relation to the construction of the Builder's Hull [\*] (the "**Ship**").
2. In consideration of the Buyer entering into the Contract and agreeing to accept this Guarantee under Article 8, Clause 2.3 of the Contract as a security for the partial refund of the contract price instalment of € *[insert amount of instalment in numbers / words]* (the "**Instalment**") payable under Article 8, Clause 2.1 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract, at the request of the Builder we, *[insert name of Refund Guarantor]*, hereby unconditionally and irrevocably: (i) undertake to pay to the Buyer the amount of € *[insert amount in numbers / words]*, which is the Instalment less the amount of the Buyer's Allowance pursuant to Article 8, Clause 2.8 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract (the "**Reduced Instalment**") and interest thereon at the relevant rate (as defined in the Contract) from the date of the Builder's receipt of the Instalment to the date of the Buyer's receipt of the refund of the Reduced Instalment against the Buyer's first written demand (a) specifying the amount claimed by the Buyer in respect of the Reduced Instalment together with interest thereon at the relevant rate (as defined in the Contract), and (b) specifying the account to which the amount demanded should be paid; and (ii) undertake to the Buyer that (a) payment will be made by us forthwith upon our receipt of such simple written demand, without any counterclaim, deductions, set-off, withholdings or any objection whatsoever, and (b) if we are required by law to make any deduction or withholding from any payment to the Buyer under this Guarantee, our payment to the Buyer will be increased by such amount as may be necessary to ensure that, after all of the required deductions and withholdings have been made, the Buyer receives a payment equal to the amount it would have received had no such deductions or withholdings been made. Our obligations arising from this Guarantee are reduced automatically by the amount of any payment made by us to the Buyer pursuant to a claim arising from this Guarantee.
3. Notwithstanding paragraph 2 above, if, within fifteen (15) running days following our receipt of a written demand from the Buyer, the Builder has (i) confirmed to us by written notice copied to the Buyer (a) that the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, (b) that such dispute does not relate to or arise out of or in connection with the occurrence of any of the circumstances, events or matters affecting the Builder referred to in Article 9, Clause 2.1 (vii) of the Contract, and (c) that the dispute will be resolved in accordance with the Contract, and (ii) delivered to us a copy of a written notice served on the Buyer stating in reasonable detail the grounds upon which the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, we shall be

entitled to withhold payment under this Guarantee pending settlement of the dispute between the parties or determination of the dispute in accordance with the Contract. If the Builder subsequently accepts all or any part of the Buyer's claim, or if the Buyer obtains a final order from the English courts adjudging that all or any part of the claim is payable to the Buyer, we will pay the relevant amount to the Buyer (together with interest thereon as provided in Clause 2(i) above) upon our receipt of a certified true copy of a settlement agreement signed on behalf of the Builder and the Buyer or (as the case may be) upon our receipt of a certified true copy of the relevant court order.

4. This Guarantee shall become effective upon the Builder's receipt of the Instalment and shall expire upon the first to occur of (i) the Buyer's acceptance of delivery of the Ship in accordance with the Contract, as evidenced to us by a true and complete copy of a written protocol of delivery and acceptance presented to us by the Builder or the Buyer and signed by the Buyer, and (ii) the date when we have received a written notice from the Buyer stating that it has received, from another guarantor acceptable to the Buyer, a substitute guarantee securing the refund of the Reduced Instalment which is in form and substance satisfactory to the Buyer *provided always that* if any written demand for payment is made by the Buyer or its assignees under this Guarantee prior to the termination of this Guarantee (but payment in satisfaction of such demand has not been made by us prior to termination hereof) this Guarantee shall remain in full force until payment of the amount demanded has been received by the Buyer or its assignees. This Guarantee shall also expire if returned to us in original by the Buyer for cancellation.
5. Our obligations under this Guarantee are those of a sole primary obligor (as and for our own debt and independent from any obligations of the Builder) and not merely as surety, and we agree that the Buyer is not obliged to make any prior demand of the Builder under the Contract or to seek to enforce any remedies against the Builder before making a claim under this Guarantee.
6. Our obligations under this Guarantee shall not be in any respect discharged, impaired or otherwise affected by reason of any events or circumstances whatsoever including without limitation (i) any invalidity, irregularity or unenforceability of any of the Builder's obligations under or in connection with the Contract, (ii) the granting to the Builder of any time, waiver, consent, indulgence or other forbearance in relation to the Contract, (iii) any bankruptcy, insolvency or similar proceedings related to any party to the Contract, (iv) any amendment or supplement to, or any novation or replacement of, the Contract, or (v) any other events or circumstances that might otherwise constitute a legal or equitable discharge of or defence to a surety or guarantor under applicable law, and we hereby irrevocably and unconditionally waive any and all defences at law or in equity that may be available to us by reason of any such events or circumstances.
7. This Guarantee shall be in addition to any other security granted by the Builder in favour of the Buyer under the Contract, and shall not be affected by any action taken by the Buyer under any such other security.
8. This Guarantee may be assigned by the Buyer to any of the banks and financial institutions from time to time providing the Buyer with financial support for its payment obligations under the Contract and to any other permitted assignees or transferees (including, without limitation, by way of novation) of the Buyer's rights under the Contract, *provided that* (i) such assignment or transfer is not illegal under applicable law and (ii) written notice of any such assignment or transfer will be given to us promptly thereafter.
9. We unconditionally and irrevocably (i) agree that this Guarantee (and any non-contractual obligations arising out of or in connection with this Guarantee) shall be governed by and construed in accordance with English law, (ii) agree that the English courts shall have

exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, that may arise out of or in connection with this Guarantee, and (iii) submit to the jurisdiction of the English courts for the purposes of any proceedings under or in connection with this Guarantee.

10. All correspondence, claims and demands under or in connection with this Guarantee shall be marked for the attention of [*insert name*] and delivered to us at [*insert address*]. Any legal process issued out of the English courts may be served on us by being delivered to our agent for service of process in London, [*insert name*] at [*insert London address*].

Yours faithfully

For and on behalf of

[*insert name of Refund Guarantor*]

## SCHEDULE 2 (B)

### 1. FORM OF REFUND GUARANTEE FOR RELEVANT BUYER'S ALLOWANCE

---

#### Letterhead of Refund Guarantor

To: Seahawk Two, Ltd., c/o NCL Corporation Ltd., 7665 Corporate Centre Drive, Miami, Florida 33126

For Attention of the General Counsel

Date: *[insert date]*

#### Refund Guarantee No. *[insert number/reference]* (the "Guarantee")

1. We refer to the shipbuilding contract dated as of *[insert date]* (as amended or supplemented at any time, the "**Contract**") and made between Seahawk Two, Ltd., (the "**Buyer**"), NCL Corporation Ltd as the Buyer's guarantor and Meyer Werft GmbH (the "**Builder**") in relation to the construction of the Builder's Hull [\*] (the "**Ship**").
2. In consideration of the Buyer entering into the Contract and agreeing to accept this Guarantee under Article 8, Clause 2.3 of the Contract as a security for the partial refund of the contract price instalment of € *[insert amount of instalment in numbers / words]* (the "**Instalment**") payable under Article 8, Clause 2.1 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract, at the request of the Builder we, *[insert name of Refund Guarantor]*, hereby unconditionally and irrevocably: (i) undertake to pay to the Buyer the relevant amount of the Buyer's Allowance in the amount of € *[insert amount in numbers / words]* pursuant to Article 8, Clause 2.8 *[specify relevant Contract section (i) / [(ii)] / [(iii)] / [(iv)]* of the Contract (the "**relevant Buyer's Allowance**") and interest thereon at the relevant rate (as defined in the Contract) from the date of the Builder's receipt of the Instalment to the date of the Buyer's receipt of the refund of the relevant Buyer's Allowance against the Buyer's first written demand (a) specifying the amount claimed by the Buyer in respect of the relevant Buyer's Allowance together with interest thereon at the relevant rate (as defined in the Contract), and (b) specifying the account to which the amount demanded should be paid; and (ii) undertake to the Buyer that (a) payment will be made by us forthwith upon our receipt of such simple written demand, without any counterclaim, deductions, set-off, withholdings or any objection whatsoever, and (b) if we are required by law to make any deduction or withholding from any payment to the Buyer under this Guarantee, our payment to the Buyer will be increased by such amount as may be necessary to ensure that, after all of the required deductions and withholdings have been made, the Buyer receives a payment equal to the amount it would have received had no such deductions or withholdings been made. Our obligations arising from this Guarantee are reduced automatically by the amount of any payment made by us to the Buyer pursuant to a claim arising from this Guarantee.
3. Notwithstanding paragraph 2 above, if, within fifteen (15) running days following our receipt of a written demand from the Buyer, the Builder has (i) confirmed to us by written notice copied to the Buyer (a) that the Builder is disputing the Buyer's entitlement to make a claim under this Guarantee, (b) that such dispute does not relate to or arise out of or in connection with the occurrence of any of the circumstances, events or matters affecting the Builder referred to in Article 9, Clause 2.1 (vii) of the Contract, and (c) that the dispute will be resolved in accordance with the Contract, and (ii) delivered to us a copy of a written notice served on the Buyer stating in reasonable detail the grounds upon which the Builder

is disputing the Buyer's entitlement to make a claim under this Guarantee, we shall be entitled to withhold payment under this Guarantee pending settlement of the dispute between the parties or determination of the dispute in accordance with the Contract. If the Builder subsequently accepts all or any part of the Buyer's claim, or if the Buyer obtains a final order from the English courts adjudging that all or any part of the claim is payable to the Buyer, we will pay the relevant amount to the Buyer (together with interest thereon as provided in Clause 2(i) above) upon our receipt of a certified true copy of a settlement agreement signed on behalf of the Builder and the Buyer or (as the case may be) upon our receipt of a certified true copy of the relevant court order.

4. This Guarantee shall become effective upon the Builder's receipt of the Instalment and shall expire upon the first to occur of (i) the Buyer's acceptance of delivery of the Ship in accordance with the Contract, as evidenced to us by a true and complete copy of a written protocol of delivery and acceptance presented to us by the Builder or the Buyer and signed by the Buyer, (ii) the date when we have received a written notice from the Buyer stating that it has received, from another guarantor acceptable to the Buyer, a substitute guarantee securing the refund of the relevant Buyer's Allowance which is in form and substance satisfactory to the Buyer, (iii) the date on which the Buyer has received the relevant Buyer's Allowance covered by this Guarantee from the Builder and (iv) the date on which the Buyer has returned the original of this Guarantee to us *provided always that* if any written demand for payment is made by the Buyer or its assignees under this Guarantee prior to the termination of this Guarantee (but payment in satisfaction of such demand has not been made by us prior to termination hereof) this Guarantee shall remain in full force until payment of the amount demanded has been received by the Buyer or its assignees. This Guarantee shall also expire if returned to us in original by the Buyer for cancellation.
5. Our obligations under this Guarantee are those of a sole primary obligor (as and for our own debt and independent from any obligations of the Builder) and not merely as surety, and we agree that the Buyer is not obliged to make any prior demand of the Builder under the Contract or to seek to enforce any remedies against the Builder before making a claim under this Guarantee.
6. Our obligations under this Guarantee shall not be in any respect discharged, impaired or otherwise affected by reason of any events or circumstances whatsoever including without limitation (i) any invalidity, irregularity or unenforceability of any of the Builder's obligations under or in connection with the Contract, (ii) the granting to the Builder of any time, waiver, consent, indulgence or other forbearance in relation to the Contract, (iii) any bankruptcy, insolvency or similar proceedings related to any party to the Contract, (iv) any amendment or supplement to, or any novation or replacement of, the Contract, or (v) any other events or circumstances that might otherwise constitute a legal or equitable discharge of or defence to a surety or guarantor under applicable law, and we hereby irrevocably and unconditionally waive any and all defences at law or in equity that may be available to us by reason of any such events or circumstances.
7. This Guarantee shall be in addition to any other security granted by the Builder in favour of the Buyer under the Contract, and shall not be affected by any action taken by the Buyer under any such other security.
8. This Guarantee may be assigned by the Buyer to any of the banks and financial institutions from time to time providing the Buyer with financial support for its payment obligations under the Contract and to any other permitted assignees or transferees (including, without limitation, by way of novation) of the Buyer's rights under the Contract, *provided that* (i) such assignment or transfer is not illegal under applicable law and (ii) written notice of any such assignment or transfer will be given to us promptly thereafter.

9. We unconditionally and irrevocably (i) agree that this Guarantee (and any non-contractual obligations arising out of or in connection with this Guarantee) shall be governed by and construed in accordance with English law, (ii) agree that the English courts shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, that may arise out of or in connection with this Guarantee, and (iii) submit to the jurisdiction of the English courts for the purposes of any proceedings under or in connection with this Guarantee.
10. All correspondence, claims and demands under or in connection with this Guarantee shall be marked for the attention of [*insert name*] and delivered to us at [*insert address*]. Any legal process issued out of the English courts may be served on us by being delivered to our agent for service of process in London, [*insert name*] at [*insert London address*].

Yours faithfully

For and on behalf of

[*insert name of Refund Guarantor*]

**(End of Schedule 2)**

**SCHEDULE 3 - AOM FORM**

**Contract:** [\*]

**Place:** [\*]

**Date:**

**Participants:**

**Subject:**

**BGN:**

---

**Content of Modification:**

**Effect on:**

a. **Price [€]:**

[\*]

g. **Other Contractual Terms:**

**Remarks:**

[\*]

For and on behalf of  
the Buyer

For and on behalf of  
the Builder

---

[\*]

	[*]
Design cost	
Labour cost	
Material cost	
Builder's fixed profit margin	
[*]	

[\*]

[*]

Design Scope

Labour Scope

Material Scope

(End of Schedule 3)

**AUTHORISED SIGNATURES**

/s/ Kevin M. Sheehan

SIGNED by  
for and on behalf of  
**SEAHAWK TWO, Ltd.**  
Kevin M. Sheehan  
President & CEO

/s/ Kevin M. Sheehan

SIGNED by  
for and on behalf of  
**NCL Corporation Ltd.**  
Kevin M. Sheehan  
President & CEO

/s/ Bernard Meyer

SIGNED by  
for and on behalf of  
**MEYER WERFT GMBH**  
Bernard Meyer  
Managing Partner

**(End of Contract)**

2. This Addendum No. 2 will be treated as having been signed by the parties hereto at the time and on the date when each party has signed and initialled a complete, legible and identical counterpart of this Addendum No. 2 and exchanged the same by e-mail or fax with the other parties. Thereafter for record purposes only three identical original counterparts of this Addendum No. 2 shall be signed and initialled by each of the parties after which one original counterpart will be retained by the Builder, one will be retained by the Buyer and the other will be retained by NCLC.
3. Words and expressions defined in the Contract shall have the same meanings when used herein.
4. Except as set forth in this Addendum No. 2, the Contract shall remain unchanged and this Addendum No. 2 shall be treated as an integral part of the Contract.

IN WITNESS WHEREOF, the Builder, the Buyer and NCLC have duly executed this Addendum No. 2.

/s/ Bernard Meyer

For and on behalf of **Meyer Werft GmbH**  
8 July 2014

/s/ Kevin M. Sheehan

For and on behalf of **Seahawk Two, Ltd.**  
8 July 2014

/s/ Kevin M. Sheehan

For and on behalf of **NCL Corporation Ltd.**  
8 July 2014

[\*]: THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

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€665,995,880

**CREDIT AGREEMENT**

among

**NCL CORPORATION LTD.,  
as Parent,**

**SEAHAWK ONE, LTD.,  
as Borrower,**

**VARIOUS LENDERS,**

**KFW IPEX-BANK GMBH,  
as Facility Agent, Collateral Agent and CIRR Agent,**

**KFW IPEX-BANK GMBH,  
as Bookrunner,**

and

**KFW IPEX-BANK GMBH,  
as Hermes Agent**

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**Dated July 14, 2014**

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**KFW IPEX-BANK GMBH  
as Initial Mandated Lead Arranger**

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THIS CREDIT AGREEMENT, is made by way of deed July 14, 2014, among NCL CORPORATION LTD., a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "Parent"), SEAHAWK ONE, LTD., a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "Borrower"), KFW IPEX-BANK GMBH, as a Lender (in such capacity, together with each of the other Persons that may become a "Lender" in accordance with Section 13, each of them individually a "Lender" and, collectively, the "Lenders"), KFW IPEX-BANK GMBH, as Facility Agent (in such capacity, the "Facility Agent"), as Collateral Agent under the Security Documents (in such capacity, the "Collateral Agent") and as CIRR Agent (in such capacity, the "CIRR Agent"), KFW IPEX-BANK GMBH, as Bookrunner (in such capacity, the "Bookrunner"), KFW IPEX-BANK GMBH, as Hermes Agent (in such capacity, the "Hermes Agent"), and KFW IPEX-BANK GMBH, as initial mandated lead arranger in respect of the credit facility provided for herein (in such capacity the "Initial Mandated Lead Arranger"). All capitalized terms used herein and defined in Section 1 are used herein as therein defined.

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders make available to the Borrower a multi-draw term loan credit facility in an aggregate principal amount of up to €665,995,880 and which Loans may be incurred to finance, in part, the construction and acquisition costs of the Vessel and the related Hermes Premium; and

WHEREAS, subject to and upon the terms and conditions set forth herein, the Lenders are willing to make available to the Borrower the term loan facility provided for herein.

NOW, THEREFORE, IT IS AGREED:

SECTION 1. Definitions and Accounting Terms.

1.01 Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined) and references to this Agreement or any other document (or to any specified provision of this Agreement or any other document) shall be construed as references to this Agreement, that provision or that document as from time to time amended, restated, supplemented and/or novated:

"Acceptable Bank" means (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by S&P or A2 or higher by Moody's or a comparable rating from an internationally recognized credit rating agency; or (b) any other bank or financial institution approved by each Agent.

"Acceptable Flag Jurisdiction" shall mean the Bahamas, Bermuda, Panama, the Marshall Islands, the United States or such other flag jurisdiction as may be acceptable to the Required Lenders in their reasonable discretion.

“Acquisition” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of in excess of fifty percent (50%) of the Capital Stock of any Person or otherwise causing any Person to become a Subsidiary of a Borrower, or (c) a merger, amalgamation or consolidation or any other combination with another Person.

“Adjusted Construction Price” shall mean the sum of the Initial Construction Price of the Vessel and the total permitted increases to the Initial Construction Price of the Vessel pursuant to Permitted Change Orders (it being understood that the Final Construction Price may exceed the Adjusted Construction Price).

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person; provided, however, that for purposes of Section 10.05, an Affiliate of the Parent or any of its Subsidiaries, as applicable, shall include any Person that directly or indirectly owns more than 10% of any class of the Capital Stock of the Parent or such Subsidiary, as applicable, and any officer or director of the Parent or such Subsidiary. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding anything to the contrary contained above, for purposes of Section 10.05, neither the Facility Agent, nor the Collateral Agent, nor the Lead Arrangers nor any Lender (or any of their respective affiliates) shall be deemed to constitute an Affiliate of the Parent or its Subsidiaries in connection with the Credit Documents or its dealings or arrangements relating thereto.

“Affiliate Transaction” shall have the meaning provided in Section 10.05.

“Agent” or “Agents” shall mean, individually and collectively, the Facility Agent, the Collateral Agent, the Delegate Collateral Agent, the Hermes Agent and the CIRR Agent.

“Agreement” shall mean this Credit Agreement, as modified, supplemented, amended, restated or novated from time to time.

“Apollo” shall mean Apollo Management, L.P., and its Affiliates.

“Appraised Value” of the Vessel at any time shall mean the fair market value or, as the case may be, the average of the fair market value of the Vessel on an individual charter free basis as set forth on the appraisal or, as the case may be, the appraisals most recently delivered to, or obtained by, the Facility Agent prior to such time pursuant to Section 9.01(c).

“Approved Appraisers” shall mean Brax Shipping AS; Barry Rogliano Salles S.A., Paris; Clarksons, London; R.S. Platou Shipbrokers, A.S., Oslo; and Fearnale, a division of Astrup Fearnley AS, Oslo.

“Approved Stock Exchange” shall mean the New York Stock Exchange, NASDAQ or such other stock exchange in the United States of America, the United Kingdom or

Hong Kong as is approved in writing by the Facility Agent or, in each case, any successor thereto.

“Assignment Agreement” shall mean an Assignment Agreement substantially in the form of Exhibit L (appropriately completed) or any other form agreed between the relevant assignor and assignee (and if required to be executed by the Borrower, the Borrower).

“Assignment of Charters” shall have the meaning provided in the definition of “Collateral and Guaranty Requirements”.

“Assignment of Contracts” shall have the meaning provided in Section 5.07.

“Assignment of Earnings and Insurances” shall have the meaning provided in the definition of “Collateral and Guaranty Requirements”.

“Assignment of Management Agreements” shall have the meaning provided in the definition of “Collateral and Guaranty Requirements”.

“Bankruptcy Code” shall have the meaning provided in Section 11.05(b).

“Basel II” shall mean the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement.

“Basel III” shall mean (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated; (b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

“Bookrunner” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Borrower” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Borrowing” shall mean the borrowing of Loans from all the Lenders (other than any Lender which has not funded its share of a Borrowing in accordance with this Agreement) having Commitments on a given date.

“Borrowing Date” shall mean each date (including the Initial Borrowing Date) on which a Borrowing occurs as set forth in Section 2.02.

“Business Day” shall mean any day except Saturday, Sunday and any day which shall be in New York, London or Frankfurt am Main a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock or shares;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Cash Balance” shall mean, at any date of determination, the unencumbered and otherwise unrestricted cash and Cash Equivalents of the NCLC Group.

“Cash Equivalents” shall mean (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition, (ii) time deposits and certificates of deposit of any commercial bank having, or which is the principal banking subsidiary of a bank holding company having capital, surplus and undivided profits aggregating in excess of \$200,000,000, with maturities of not more than one year from the date of acquisition by any Person, (iii) repurchase obligations with a term of not more than 90 days for underlying securities of the types described in clause (i) above entered into with any bank meeting the qualifications specified in clause (ii) above, (iv) commercial paper issued by any Person incorporated in the United States rated at least A-1 or the equivalent thereof by S&P or at least B-1 or the equivalent thereof by Moody’s and in each case maturing not more than one year after the date of acquisition by any other Person, and (v) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (i) through (iv) above.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as the same may be amended from time to time, 42 U.S.C. § 9601 et seq.

“Change of Control” shall mean:

- (i) any Third Party:
  - (A) owns legally and/or beneficially and either directly or indirectly at least thirty three per cent (33%) of the ordinary share capital of the Parent; or

(B) has the right or the ability to control either directly or indirectly the affairs of or the composition of the majority of the board of directors (or equivalent) of the Parent; and

at the same time as any of the events described in paragraphs (A) or (B) of this definition have occurred and are continuing, the Permitted Holders in the aggregate do not, directly or indirectly, beneficially own at least 51% of the issued Capital Stock of, and Equity Interest in, the Parent; or

(ii) the Parent (or such parent company of the Parent) ceases to be a listed company on an Approved Stock Exchange without the prior written consent of the Required Lenders,

(and, for the purpose of Section 11.16 “control” of any company, limited partnership or other legal entity (a “body corporate”) controlled by a Permitted Holder means that one or more members of a Permitted Holder in the aggregate has, directly or indirectly, the power to direct the management and policies of such a body corporate, whether through the ownership of more than 50% of the issued voting capital of that body corporate or by contract, trust or other arrangement).

“Charge of KfW Refund Guarantees” shall have the meaning provided in Section 5.07.

“CIRR” means 3.12% per annum being the Commercial Interest Reference Rate determined in accordance with the OECD Arrangement for Officially Supported Export Credits to be applicable to the Loan hereunder (and includes the CIRR administrative margin of 0.20% per annum).

“CIRR Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“CIRR General Terms and Conditions” shall mean the CIRR General Terms and Conditions for interest rate make-up in ship financing schemes (August 29, 2012 edition).

“CIRR Representative” shall mean KfW, acting in its capacity as CIRR mandatary in connection with this Agreement.

“Claims” shall have the meaning provided in the definition of “Environmental Claims”.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” shall mean all property (whether real or personal) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document, including, without limitation, all Share Charge Collateral, all Earnings and Insurance Collateral, the Construction Risk Insurance, the Vessel, each Refund Guarantee, the Construction Contract and all cash and Cash Equivalents at any time delivered as collateral thereunder or as collateral required hereunder.

“Collateral Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto, acting as mortgagee, security trustee or collateral agent for the Secured Creditors pursuant to the Security Documents.

“Collateral and Guaranty Requirements” shall mean with respect to the Vessel, the requirement that:

(i) (A) the Borrower shall have duly authorized, executed and delivered an Assignment of Earnings and Insurances substantially in the form of Exhibit G or otherwise reasonably acceptable to the Lead Arrangers (as modified, supplemented or amended from time to time, the “Assignment of Earnings and Insurances”) (to the extent incorporated into or required by such Exhibit or otherwise agreed by the Borrower and the Lead Arrangers) with appropriate notices, acknowledgements and consents relating thereto and (B) the Borrower shall (x) use its commercially reasonable efforts to obtain, and enter into on or before delivery of the Vessel under the relevant charter referred to below, an Assignment of Charters substantially in the form of Exhibit H (as modified, supplemented or amended from time to time, the “Assignment of Charters”) with (to the extent incorporated into or required by such Exhibit or otherwise agreed by the Borrower and the Lead Arrangers) appropriate notices, acknowledgements and consents relating thereto for any charter or similar contract that has as of the execution date of such charter or similar contract a remaining term of 13 months or greater (including any renewal option) and (y) have obtained a subordination agreement from the charterer for any Permitted Chartering Arrangement that the Borrower has entered into with respect to the Vessel, and shall use commercially reasonable efforts to provide appropriate notices and consents related thereto, together covering all of the Borrower’s present and future Earnings and Insurance Collateral, in each case together with:

(a) proper financing statements (Form UCC-1 or the equivalent) fully prepared for filing in accordance with the UCC or in other appropriate filing offices of each jurisdiction as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect or give notice to third parties of, as the case may be, the security interests purported to be created by the Assignment of Earnings and Insurances; and

(b) certified copies of lien search results (Form UCC-11) listing all effective financing statements that name each Credit Party as debtor and that are filed in the District of Columbia and Florida, together with Form UCC-3 Termination Statements (or such other termination statements as shall be required by local law) fully prepared for filing if required by applicable law to terminate for any financing statement which covers the Collateral except to the extent evidencing Permitted Liens;

(ii) the Borrower shall have duly authorized, executed and delivered an Assignment of Management Agreements in respect of the Management Agreements for the Vessel substantially in the form of Exhibit O or otherwise reasonably acceptable to the Lead Arrangers (as modified, supplemented or amended from time to time, the “Assignment of Management Agreements”) and shall have obtained (or in the case of any Manager that is not a

Subsidiary of the Parent, used commercially reasonable efforts to obtain) a Manager's Undertakings for the Vessel;

(iii) the Borrower shall have duly authorized, executed and delivered, and caused to be registered in the appropriate vessel registry a first priority mortgage and a deed of covenants (as modified, amended or supplemented from time to time in accordance with the terms thereof and hereof, and together with the Vessel Mortgage delivered pursuant to the definition of Flag Jurisdiction Transfer, the "Vessel Mortgage"), substantially in the form of Exhibit I or otherwise reasonably acceptable to the Lead Arrangers with respect to the Vessel, and the Vessel Mortgage shall be effective to create in favor of the Collateral Agent a legal, valid and enforceable first priority security interest, in and Lien upon the Vessel, subject only to Permitted Liens;

(iv) all filings, deliveries of notices and other instruments and other actions by the Credit Parties and/or the Collateral Agent necessary or desirable in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clauses (i) through and including (iii) above shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to the Collateral Agent; and

(v) the Facility Agent shall have received each of the following:

(a) certificates of ownership from appropriate authorities showing (or confirmation updating previously reviewed certificates and indicating) the registered ownership of the Vessel by the Borrower; and

(b) the results of maritime registry searches with respect to the Vessel, indicating that the Vessel has been deleted from all new building registers and that there are no record liens other than Liens in favor of the Collateral Agent and/or the Lenders and Permitted Liens; and

(c) class certificates reasonably satisfactory to it from DNV GL or another classification society listed on Schedule 8.21 hereto (or another internationally recognized classification society reasonably acceptable to the Facility Agent), indicating that the Vessel meets the criteria specified in Section 8.21; and

(d) certified copies of all Management Agreements; and

(e) certified copies of all ISM and ISPS Code documentation for the Vessel; and

(f) the Facility Agent shall have received a report, in substantially the form of Exhibit B-1 or otherwise reasonably acceptable to the Facility Agent, from BankAssure or another firm of independent marine insurance brokers reasonably acceptable to the Facility Agent with respect to the insurance maintained (or to be maintained) by the Credit Parties in respect of the Vessel, together with a certificate in substantially the form of Exhibit B-2 or otherwise

reasonably acceptable to the Facility Agent, from another broker certifying that such insurances (i) are placed with such insurance companies and/or underwriters and/or clubs, in such amounts, against such risks, and in such form, as are customarily insured against by similarly situated insureds and (ii) include the Required Insurance. In addition, the Borrower shall reimburse the Facility Agent for the reasonable and documented costs of procuring customary mortgagee interest insurance and additional perils insurance in connection with the Vessel as contemplated by Section 9.03 (including Schedule 9.03).

“Collateral Disposition” shall mean (i) the sale, lease, transfer or other disposition of the Vessel by the Borrower to any Person (it being understood that a Permitted Chartering Arrangement is not a Collateral Disposition) or the sale of 100% of the Capital Stock of the Borrower or (ii) any Event of Loss of the Vessel.

“Commitment” shall mean, for each Lender, the amount denominated in Euro set forth opposite such Lender’s name in Schedule 1.01(a) hereto as the same may be (x) reduced from time to time pursuant to Sections 3.04, 3.05, 4.01, 4.02 and/or 11 or (y) adjusted from time to time as a result of assignments and/or transfers to or from such Lender pursuant to Section 2.12 or Section 13.

“Commitment Termination Date” shall mean the date falling [\*] after the last scheduled Delivery Date as at the date of this Agreement, namely [\*].

“Commitment Commission” shall have the meaning provided in Section 3.01.

“Consolidated Debt Service” shall mean, for any relevant period, the sum (without double counting), determined in accordance with GAAP, of:

- (i) the aggregate principal payable or paid during such period on any Indebtedness for Borrowed Money of any member of the NCLC Group, other than:
  - (a) principal of any such Indebtedness for Borrowed Money prepaid at the option of the relevant member of the NCLC Group or by virtue of “cash sweep” or “special liquidity” cash sweep provisions (or analogous provisions) in any debt facility of the NCLC Group;
  - (b) principal of any such Indebtedness for Borrowed Money prepaid upon a sale or an Event of Loss of any vessel (as if references in that definition were to all vessels and not just the Vessel) owned or leased under a capital lease by any member of the NCLC Group; and
  - (c) balloon payments of any such Indebtedness for Borrowed Money payable during such period (and for the purpose of this paragraph (c) a “balloon payment” shall not include any scheduled repayment installment of such Indebtedness for Borrowed Money which forms part of the balloon);

- (ii) Consolidated Interest Expense for such period;
- (iii) the aggregate amount of any dividend or distribution of present or future assets, undertakings, rights or revenues to any shareholder of any member of the NCLC Group (other than the Parent, or one of its wholly owned Subsidiaries) or any Dividends other than tax distributions (including, without limitation, tax distributions of the type referred to in Section 10.03) in each case paid during such period; and
- (iv) all rent under any capital lease obligations by which the Parent, or any consolidated Subsidiary is bound which are payable or paid during such period and the portion of any debt discount that must be amortized in such period,

as calculated in accordance with GAAP and derived from the then latest consolidated unaudited financial statements of the NCLC Group delivered to the Facility Agent in the case of any period ending at the end of any of the first three fiscal quarters of each fiscal year of the Parent and the then latest audited consolidated financial statements (including all additional information and notes thereto) of the Parent and its consolidated Subsidiaries together with the auditors' report delivered to the Facility Agent in the case of the final quarter of each such fiscal year.

"Consolidated EBITDA" shall mean, for any relevant period, the aggregate of:

- (i) Consolidated Net Income from the Parent's operations for such period; and
- (ii) the aggregate amounts deducted in determining Consolidated Net Income for such period in respect of gains and losses from the sale of assets or reserves relating thereto, Consolidated Interest Expense, depreciation and amortization, impairment charges and any other non-cash charges and deferred income tax expense for such period.

"Consolidated Interest Expense" shall mean, for any relevant period, the consolidated interest expense (excluding capitalized interest) of the NCLC Group for such period.

"Consolidated Net Income" shall mean, for any relevant period, the consolidated net income (or loss) of the NCLC Group for such period as determined in accordance with GAAP.

"Construction Contract" shall mean the Shipbuilding Contract (in relation to Hull No. [\*]) for the Vessel, originally dated June 14, 2013 and as subsequently novated, amended and restated on July 8, 2014, among the Yard in that capacity, the Borrower, as buyer of the Vessel and the Parent as guarantor of the Borrower, as such Shipbuilding Contract may be amended, modified or supplemented from time to time in accordance with the terms thereof and hereof.

“Construction Risk Insurance” shall mean any and all insurance policies related to the Construction Contract and the construction of the Vessel.

“Credit Documents” shall mean this Agreement, any Fee Letters, each Security Document, the Security Trust Deed, any Transfer Certificate, any Assignment Agreement, the Interaction Agreement and, after the execution and delivery thereof, each additional guaranty or additional security document executed pursuant to Section 9.10.

“Credit Document Obligations” shall mean, except to the extent consisting of obligations, liabilities or indebtedness with respect to Interest Rate Protection Agreements or Other Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with this Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guaranty) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in this Agreement and in such other Credit Documents.

“Credit Party” shall mean the Borrower, the Parent and each Subsidiary of the Parent that owns a direct interest in the Borrower.

“Default” shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

“Defaulting Lender” shall mean any Lender with respect to which a Lender Default is in effect.

“Delegate Collateral Agent” shall mean KFW IPEX Bank GmbH or such other person as the Collateral Agent shall notify to the other parties hereto as the person who has been appointed as a delegate collateral agent, acting in its capacity as trustee for the Secured Creditors with respect to the Trust Property Delegated (as defined in the Security Trust Deed) pursuant to the Security Trust Deed.

“Delivery Date” shall mean the date of delivery of the Vessel to the Borrower, which, as of the Effective Date, is scheduled to occur on [\*].

“Discharged Rights and Obligations” shall have the meaning provided in Section 13.06(c)(i).

“Dispute” shall have the meaning provided in Section 14.07(b).

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person, or

(3) is redeemable at the option of the holder thereof, in whole or in part (other than solely as a result of a change of control or asset sale), in each case prior to 91 days after the Maturity Date; provided, however, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; provided, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Parent or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Parent in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability; provided, further, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock.

“Disruption Event” means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Agreement (or otherwise in order for the transactions contemplated by the Credit Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the parties to this Agreement; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a party to this Agreement preventing such party, or any other party to this Agreement:

(i) from performing its payment obligations under the Credit Documents; or

(ii) from communicating with other parties to this Agreement in accordance with the terms of the Credit Documents,

and which (in either such case) is not caused by, and is beyond the control of, the party to this Agreement whose operations are disrupted.

“Dividend” shall mean, with respect to any Person, that such Person or any Subsidiary of such Person has declared or paid a dividend or returned any equity capital to its

stockholders, partners or members or the holders of options or warrants issued by such Person with respect to its Capital Stock or membership interests or authorized or made any other distribution, payment or delivery of property (other than common stock or the right to purchase any of such stock of such Person) or cash to its stockholders, partners or members or the holders of options or warrants issued by such Person with respect to its Capital Stock or membership interests as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its Capital Stock or any other Capital Stock outstanding on or after the Effective Date (or any options or warrants issued by such Person with respect to its Capital Stock or other Equity Interests), or set aside any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for a consideration any shares of any class of the Capital Stock or any other Equity Interests of such Person outstanding on or after the Effective Date (or any options or warrants issued by such Person with respect to its Capital Stock or other Equity Interests). Without limiting the foregoing, "Dividends" with respect to any Person shall also include all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of any funds for the foregoing purposes.

"Dollars" and the sign "\$" shall each mean lawful money of the United States.

"Dollar Equivalent" shall mean:

(a) with respect to the Euro denominated Commitments being utilized on a Borrowing Date and which are in respect of the Euro amounts payable in respect of the Adjusted Construction Price, the amount calculated by applying (x) in the event that the Borrower and/or the Parent have entered into Earmarked Foreign Exchange Arrangements with respect to the installment payment to be partially financed by the Loans to be disbursed on such Borrowing Date, the EUR/USD weighted average rate with respect to such Borrowing Date (i) as notified by the Borrower to the Facility Agent in the Notice of Borrowing at least three Business Days prior to the relevant Borrowing Date, (ii) which EUR/USD weighted average rate for any particular set of Earmarked Foreign Exchange Arrangements shall take account of all applicable foreign exchange spot, forward and derivative arrangements, including collars, options and the like, entered into in respect of such Borrowing Date and (iii) for which the Borrower has provided evidence to the Facility Agent to determine which foreign exchange arrangements (including spot transactions) will be the Earmarked Foreign Exchange Arrangements that shall apply to such Borrowing Date and (y) in the event that the Borrower and/or the Parent have not entered into Earmarked Foreign Exchange Arrangements with respect to the installment payment to be partially or wholly funded by the Loans to be disbursed on such Borrowing Date or the Borrower has not provided the evidence referred to in (iii) above, the Spot Rate applicable to such Borrowing Date.

(b) with respect to the calculation and payment of the Hermes Issuing Fee and the Hermes Premium in Dollars, the amount thereof in Euro converted to a corresponding Dollar amount as determined by Hermes on the basis of the latest rate for the purchase of Euro with Dollars to be published by the German Federal Ministry of Finance prior to the time that Hermes issues its invoice for the Hermes Issuing Fee and the Hermes Premium

respectively and as notified by the Facility Agent in writing to the Borrower as soon as practicable after Hermes issues its invoice for the Hermes Issuing Fee and the Hermes Premium.

“Dormant Subsidiary” means a Subsidiary that owns assets in an amount equal to no more than \$5,000,000 or is dormant or otherwise inactive.

“Earmarked Foreign Exchange Arrangements” shall mean the Euro/Dollar foreign exchange arranged by the Borrower and/or the Parent in connection with an installment payment to be partially financed by the Loans to be disbursed on the date on which such installment payment is to be made.

“Earnings and Insurance Collateral” shall mean all “Earnings” and “Insurances”, as the case may be, as defined in the Assignment of Earnings and Insurances.

“Effective Date” has the meaning specified in Section 14.09.

“Eligible Transferee” shall mean and include a commercial bank, insurance company, financial institution, fund or other Person which regularly purchases interests in loans or extensions of credit of the types made pursuant to this Agreement.

“Environmental Approvals” shall have the meaning provided in Section 8.17(b).

“Environmental Claims” shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, notices of noncompliance or violation, relating in any way to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law (hereafter, “Claims”), including, without limitation, (a) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief in connection with alleged injury or threat of injury to health, safety or the environment due to the presence of Hazardous Materials.

“Environmental Law” shall mean any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy and rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, to the extent binding on the Parent or any of its Subsidiaries, relating to the environment, and/or Hazardous Materials, including, without limitation, CERCLA; OPA; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (to the extent it regulates occupational exposure to Hazardous Materials); and any state and local or foreign counterparts or equivalents, in each case as amended from time to time.

“Environmental Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration into the environment.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“Euro” and the sign “€” shall each mean single currency in the member states of the European Communities that adopt or have adopted the Euro as its lawful currency under the legislation of the European Union for European Monetary Union.

“Eurodollar Rate” shall mean with respect to each Interest Period for a Loan, the offered rate for deposits of Dollars for a period equivalent to such period at or about 11:00 A.M. (Frankfurt time) on the second Business Day before the first day of such period as is displayed on Reuters LIBOR 01 Page (or such other service as may be nominated by ICE Benchmark Administration Limited (or any other person which takes on the administration of that rate) as the information vendor for displaying the London Interbank Offered Rates of major banks in the London Interbank Market) (the “Screen Rate”), provided that if on such date no such rate is so displayed, the Eurodollar Rate for such period shall be the arithmetic average (rounded up to five decimal places) of the rate quoted to the Facility Agent by the Reference Banks for deposits of Dollars in an amount approximately equal to the amount in relation to which the Eurodollar Rate is to be determined for a period equivalent to such applicable Interest Period by the prime banks in the London interbank Eurodollar market at or about 11:00 A.M. (Frankfurt time) on the second Business Day before the first day of such period (rounded up to five decimal places).

“Event of Default” shall have the meaning provided in Section 11.

“Event of Loss” shall mean any of the following events: (x) the actual or constructive total loss of the Vessel or the agreed or compromised total loss of the Vessel; or (y) the capture, condemnation, confiscation, requisition (but excluding any requisition for hire by or on behalf of any government or governmental authority or agency or by any persons acting or purporting to act on behalf of any such government or governmental authority or agency), purchase, seizure or forfeiture of, or any taking of title to, the Vessel. An Event of Loss shall be deemed to have occurred: (i) in the event of an actual loss of the Vessel, at the time and on the date of such loss or if such time and date are not known at noon Greenwich Mean Time on the date which the Vessel was last heard from; (ii) in the event of damage which results in a constructive or compromised or arranged total loss of the Vessel, at the time and on the date on which notice claiming the loss of the Vessel is given to the insurers; or (iii) in the case of an event referred to in clause (y) above, at the time and on the date on which such event is expressed to take effect by the Person making the same. Notwithstanding the foregoing, if the Vessel shall have been returned to the Borrower or any Subsidiary of the Borrower following any event referred to in clause (y) above prior to the date upon which payment is required to be made under Section 4.02(b) hereof, no Event of Loss shall be deemed to have occurred by reason of such event so long as the requirements set forth in Section 9.10 have been satisfied.

“Excluded Taxes” shall have the meaning provided in Section 4.04(a).

“Existing Lender” shall have the meaning provided in Section 13.01(a).

“Facility Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Facility Office” means (a) in respect of a Lender, the office or offices notified by that Lender to the Facility Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days’ written notice) as the office or offices through which it will perform its obligations under this Agreement; or (b) in respect of any other Lender Creditor, the office in the jurisdiction in which it is resident for tax purposes.

“FATCA” means:

- (i) sections 1471 to 1474 of the Code or any associated regulations;
- (ii) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (i) above; or
- (iii) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (i) or (ii) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

“FATCA Application Date” means:

- (i) in relation to a “withholdable payment” described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the U.S.), 1 July 2014;
- (ii) in relation to a “withholdable payment” described in section 1473(1)(A)(ii) of the code (which relates to “gross proceeds” from the disposition of property of a type that can produce interest from sources within the U.S.), 1 January 2017; or
- (iii) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraphs (i) or (ii) above, 1 January 2017,

or in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

“FATCA Deduction” means a deduction or withholding from a payment under a Credit Document required by FATCA.

“FATCA Exempt Party” means a party to this Agreement that is entitled to receive payments free from any FATCA Deduction.

“FATCA FFI” means a foreign financial institution as defined in Section 1471(d)(4) of the Code which, if any Lender is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

“Fee Letter” means any letter or letters entered into by reference to this Agreement between any or all of the Facility Agent, the Initial Mandated Lead Arranger and/or the Lenders and (in any case) the Borrower setting out the amount of certain fees referred to in, or payable in connection with, this Agreement.

“Final Construction Price” shall mean the actual final construction price of the Vessel.

“First Hermes Installment” shall have the meaning provided in Section 2.02(a)(ii).

“Fixed Interest Payment Date” shall mean (i) prior to the Delivery Date, each sixth month anniversary of the Initial Borrowing Date, (ii) the Delivery Date and (iii) after the Delivery Date, each semi-annual date on which a Scheduled Repayment is required to be made pursuant to Section 4.02(a) (or, if any of the above dates does not fall on a Business Day, the Fixed Interest Payment Date shall fall on the first Business Day falling after such date).

“Fixed Rate” shall mean the percentage rate per annum equal to the aggregate of (a) the Fixed Rate Margin and (b) the CIRR.

“Fixed Rate Interest Period” shall mean the period commencing on the Initial Borrowing Date and ending on the immediately succeeding Fixed Interest Payment Date and thereafter each period commencing on a Fixed Interest Payment Date and ending on the immediately succeeding Fixed Interest Payment Date.

“Fixed Rate Margin” means a percentage rate per annum equal to 0.80% per annum.

“Flag Jurisdiction Transfer” shall mean the transfer of the registration and flag of the Vessel from one Acceptable Flag Jurisdiction to another Acceptable Flag Jurisdiction, provided that the following conditions are satisfied with respect to such transfer:

(i) On each Flag Jurisdiction Transfer Date, the Borrower shall have duly authorized, executed and delivered, and caused to be recorded in the appropriate vessel registry a Vessel Mortgage that is reasonably satisfactory in form and substance to the Facility Agent with respect to the Vessel and such Vessel Mortgage shall be effective to create in favor of the Collateral Agent and/or the Lenders a legal, valid and enforceable first priority security interest, in and lien upon the Vessel, subject only to Permitted Liens. All filings, deliveries of instruments and other actions necessary or desirable in the reasonable opinion of the Collateral Agent to perfect and preserve such security interests shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to the Collateral Agent.

(ii) On each Flag Jurisdiction Transfer Date, to the extent that any Security Documents are released or discharged pursuant to Section 14.21(b), the Borrower shall

have duly authorized, executed and delivered corresponding Security Documents in favor of the Collateral Agent for the new Acceptable Flag Jurisdiction.

(iii) On each Flag Jurisdiction Transfer Date, the Facility Agent shall have received from counsel, an opinion addressed to the Facility Agent and each of the Lenders and dated such Flag Jurisdiction Transfer Date, which shall (x) be in form and substance reasonably acceptable to the Facility Agent and (y) cover the recordation of the security interests granted pursuant to the Vessel Mortgage to be delivered on such date and such other matters incident thereto as the Facility Agent may reasonably request.

(iv) On each Flag Jurisdiction Transfer Date:

(A) The Facility Agent shall have received (x) certificates of ownership from appropriate authorities showing (or confirmation updating previously reviewed certificates and indicating) the registered ownership of the Vessel transferred on such date by the Borrower and (y) the results of maritime registry searches with respect to the Vessel transferred on such date, indicating no recorded liens other than Liens in favor of the Collateral Agent and/or the Lenders and, if applicable and to the extent recordable, Permitted Liens.

(B) The Facility Agent shall have received a report, in form and scope reasonably satisfactory to the Facility Agent, from a firm of independent marine insurance brokers reasonably acceptable to the Facility Agent with respect to the insurance maintained by the Credit Party in respect of the Vessel transferred on such date, together with a certificate from another broker certifying that such insurances (i) are placed with such insurance companies and/or underwriters and/or clubs, in such amounts, against such risks, and in such form, as are customarily insured against by similarly situated insureds for the protection of the Facility Agent and/or the Lenders as mortgagee and (ii) conform with the Required Insurance applicable to the Vessel.

(v) On or prior to each Flag Jurisdiction Transfer Date, the Facility Agent shall have received a certificate, dated the Flag Jurisdiction Transfer Date, signed by any one of the chairman of the board, the president, any vice president, the treasurer or an authorized manager, member, general partner, officer or attorney-in-fact of the Borrower, certifying that (A) all necessary governmental (domestic and foreign) and third party approvals and/or consents in connection with the Flag Jurisdiction Transfer being consummated on such date and otherwise referred to herein shall have been obtained and remain in effect or that no such approvals and/or consents are required, (B) there exists no judgment, order, injunction or other restraint prohibiting or imposing materially adverse conditions upon such Flag Jurisdiction Transfer or the other related transactions contemplated by this Agreement and (C) copies of resolutions approving the Flag Jurisdiction Transfer of the Borrower and any other related matters the Facility Agent may reasonably request.

(vi) On each Flag Jurisdiction Transfer Date, the Collateral and Guaranty Requirements for the Vessel shall have been satisfied or waived by the Facility Agent for a specific period of time.

“Flag Jurisdiction Transfer Date” shall mean the date on which a Flag Jurisdiction Transfer occurs.

“Floating Rate” shall mean the percentage rate per annum equal to the aggregate of (a) the Floating Rate Margin plus (b) the Eurodollar Rate plus (c) any Mandatory Costs.

“Floating Rate Interest Period” shall have the meaning provided in Section 2.08.

“Floating Rate Margin” shall mean a percentage per annum equal to 1.00%.

“Free Liquidity” shall mean, at any date of determination, the aggregate of the Cash Balance and any Commitments under this Agreement or any other amounts available for drawing under other revolving or other credit facilities of the NCLC Group, which remain undrawn, could be drawn for general working capital purposes or other general corporate purposes and would not, if drawn, be repayable within six months.

“GAAP” shall have the meaning provided in Section 14.06(a).

“Grace Period” shall have the meaning provided in Section 11.05(c).

“Guarantor” shall mean Parent.

“Hazardous Materials” shall mean: (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous waste,” “hazardous materials,” “extremely hazardous substances,” “restricted hazardous waste,” “toxic substances,” “toxic pollutants,” “contaminants,” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority under Environmental Laws.

“Heads of Terms” shall have the meaning provided in Section 14.09.

“Hermes” shall mean Euler Hermes Deutschland AG, Friedensallee 254, 22763 Hamburg acting in its capacity as representative of the Federal Republic of Germany in connection with the issuance of export credit guarantees.

“Hermes Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto, acting as attorney-in-fact for the Lenders with respect to the Hermes Cover to the extent described in this Agreement.

“Hermes Cover” shall mean the export credit guarantee (*Exportkreditgarantie*) on the terms of Hermes’ Declaration of Guarantee (*Gewährleistungs-Erklärung*) for 95% of the principal amount of the Loans and any interests and secondary financing costs of the Federal Republic of Germany acting through Euler Hermes Kreditversicherungs-AG for the period of the Loans on the terms and conditions applied for by the Lenders, and shall include any successor thereto (it being understood that the Hermes Cover shall be issued on the basis of Hermes’ applicable Hermes guidelines (*Richtlinien*) and general terms and conditions (*Allgemeine Bedingungen*)).

“Hermes Issuing Fees” shall mean the Dollar Equivalent of the amount of [\*] payable in Dollars by the Borrower to Hermes through the Hermes Agent by way of handling fees in respect of the Hermes Cover.

“Hermes Premium” shall mean the Dollar Equivalent of the Euro amount payable by the Borrower to Hermes through the Hermes Agent in respect of the Hermes Cover, which shall not exceed the Dollar Equivalent of [\*].

“Impaired Agent” shall mean an Agent at any time when:

- (i) it has failed to make (or has notified a party to this Agreement that it will not make) a payment required to be made by it under the Credit Documents by the due date for payment;
- (ii) such Agent otherwise rescinds or repudiates a Credit Document;
- (iii) (if such Agent is also a Lender) it is a Defaulting Lender; or
- (iv) an Insolvency Event has occurred and is continuing with respect to such Agent

unless, in the case of paragraph (i) above: (a) its failure to pay is caused by administrative or technical error or a Disruption Event, and payment is made within five Business Days of its due date; or (b) such Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

“Indebtedness” shall mean any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent including, without limitation, pursuant to an Interest Rate Protection Agreement or Other Hedging Agreement.

“Indebtedness for Borrowed Money” shall mean Indebtedness (whether present or future, actual or contingent, long-term or short-term, secured or unsecured) in respect of:

- (i) moneys borrowed or raised;
- (ii) the advance or extension of credit (including interest and other charges on or in respect of any of the foregoing);

- (iii) the amount of any liability in respect of leases which, in accordance with GAAP, are capital leases;
- (iv) the amount of any liability in respect of the purchase price for assets or services payment of which is deferred for a period in excess of 180 days;
- (v) all reimbursement obligations whether contingent or not in respect of amounts paid under a letter of credit or similar instrument; and
- (vi) (without double counting) any guarantee of Indebtedness falling within paragraphs (i) to (v) above;

provided that the following shall not constitute Indebtedness for Borrowed Money:

- (a) loans and advances made by other members of the NCLC Group which are subordinated to the rights of the Lenders;
- (b) loans and advances made by any shareholder of the Parent which are subordinated to the rights of the Lenders on terms reasonably satisfactory to the Facility Agent; and
- (c) any liabilities of the Parent or any other member of the NCLC Group under any Interest Rate Protection Agreement or any Other Hedging Agreement or other derivative transactions of a non-speculative nature.

“Information” shall have the meaning provided in Section 8.10(a).

“Initial Borrowing Date” shall mean the date occurring on or after the Effective Date on which the initial Borrowing of Loans hereunder occurs, which date shall, subject to Section 5, coincide with the date of payment of the first installment of the Initial Construction Price for the Vessel under the Construction Contract.

“Initial Construction Price” shall mean an amount of up to €801,220,000 for the construction of the Vessel pursuant to the Construction Contract, payable by the Borrower to the Yard through the four installments of the Contract Price referred to in Article 8, Clauses 2.1(i) through and including (iv) of the Construction Contract (each, a “Pre-delivery Installment”) and the installment of the Contract Price referred to in Article 8, Clause 2.1(v) of the Construction Contract (as such amount may be modified in accordance with the Construction Contract).

“Initial Mandated Lead Arranger” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Initial Syndication Date” shall mean the date, if applicable, on which KfW IPEX Bank GmbH ceases to be the only Lender by transferring all or part of its rights as a Lender under this Agreement to one or more banks or financial institutions pursuant to Section 13.

“Insolvency Event” in relation to any of the parties to this Agreement shall mean that such party:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (v) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (iv) above and (a) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (vi) has exercised in respect of it one or more of the stabilization powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (vii) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (viii) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

- (ix) has a secured party take possession of all or substantially all its assets or has a distress, an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (x) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (ix) above; or
- (xi) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Interaction Agreement” shall mean the interaction agreement executed or to be executed by, inter alia (i) each Lender that elects to become a Refinanced Bank, (ii) the CIRR Representative, and (iii) the CIRR Agent substantially in the form of Exhibit C.

“Interest Determination Date” shall mean, with respect to any Loan, the second Business Day prior to the commencement of any Interest Period relating to such Loan.

“Interest Period” shall mean either the Fixed Rate Interest Period or, as the context may require, the Floating Rate Interest Period.

“Interest Rate Protection Agreement” shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Borrower in relation to the Credit Document Obligations of the Borrower under this Agreement.

“Interest Make-Up Agreement” shall mean an interest make-up agreement entered into between the CIRR Representative and any Lender pursuant to Section 1.2.4 of the CIRR General Terms and Conditions.

“Investments” shall have the meaning provided in Section 10.04.

“KfW” shall mean KfW in its capacity as refinancing bank with respect to the KfW Refinancing.

“KfW Refinancing” shall mean the refinancing of the respective loans of the Refinanced Banks hereunder with KfW

pursuant to Sections 1.2.1, 1.2.2 and 1.2.3 of the CIRR General Terms and Conditions, as modified by the parties to the KfW Refinancing pursuant to inter alia, the Interaction Agreement.

“Lead Arrangers” shall mean the Initial Mandated Lead Arranger together with and any other bank or financial institution appointed as an arranger by the Initial Mandated Lead Arranger and the Borrower for the purpose of this Agreement.

“Lender” shall mean each financial institution listed on Schedule 1.01(a), as well as any Person which becomes a Lender” hereunder pursuant to Section 13.

“Lender Creditors” shall mean the Lenders holding from time to time outstanding Loans and/or Commitments and the Agents, each in their respective capacities.

“Lender Default” shall mean, as to any Lender, (i) the wrongful refusal (which has not been retracted) of such Lender or the failure of such Lender to make available its portion of any Borrowing, unless such failure to pay is caused by administrative or technical error or a Disruption Event and payment is made within three Business Days of its due date; (ii) such Lender having been deemed insolvent or having become the subject of a takeover by a regulatory authority or with respect to which an Insolvency Event has occurred and is continuing; (iii) such Lender having notified the Facility Agent and/or any Credit Party (x) that it does not intend to comply with its obligations under Section 2.01 in circumstances where such non-compliance would constitute a breach of such Lender’s obligations under such Section or (y) of the events described in preceding clause (ii); or (iv) such Lender not being in compliance with its refinancing obligations owed to KfW under its respective Refinancing Agreement or the Interaction Agreement.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the UCC or any other similar recording or notice statute, and any lease having substantially the same effect as any of the foregoing); provided that in no event shall an operating lease be deemed to constitute a Lien.

“Lim Family” shall mean:

- (i) the late Tan Sri Lim Goh Tong;
- (ii) his spouse;
- (iii) his direct lineal descendants;
- (iv) the personal estate of any of the above persons; and
- (v) any trust created for the benefit of one or more of the above persons and their estates.

“Loan” and “Loans” shall have the meaning provided in Section 2.01.

“Management Agreements” shall mean any agreements entered into by the Borrower with a Manager, and which agreements shall be reasonably acceptable to the Facility

Agent (it being understood that the form of management agreement attached as Annex A to Exhibit O is acceptable).

“Manager” shall mean (i) the company providing commercial and technical management and crewing services for the Vessel, which is contemplated to be, as of the Delivery Date, NCL Corporation Ltd., a company organized and existing under the laws of Bermuda, or NCL (Bahamas) Ltd., a company organized and existing under the laws of Bermuda (and each of which is approved for such purpose) or (ii) such other commercial manager and/or technical manager with respect to the management of the Vessel reasonably acceptable to the Facility Agent.

“Manager’s Undertakings” shall mean the undertakings, provided by any Manager respecting the Vessel, including, inter alia, a statement satisfactory to the Facility Agent that any lien in favor of a Manager respecting the Vessel is subject and subordinate to the Vessel Mortgage in substantially the form attached to the Assignment of Management Agreements or otherwise reasonably satisfactory to the Facility Agent.

“Mandatory Costs” means the percentage rate per annum calculated in accordance with Schedule 1.01(b).

“Market Disruption Event” shall mean:

- (i) at or about noon on the Interest Determination Date for the relevant Interest Period the Screen Rate is not available and none or (unless at such time there is only one Lender) only one of the Lenders supplies a rate to the Facility Agent to determine the Eurodollar Rate for the relevant Interest Period; or
- (ii) before 5:00 P.M. Frankfurt time on the Interest Determination Date for the relevant Interest Period, the Facility Agent receives notifications from Lenders the sum of whose Commitments and/or outstanding Loans at such time equal at least 50% of the sum of the Total Commitments and/or aggregate outstanding Loans of the Lenders at such time that (x) the cost to such Lenders of obtaining matching deposits in the London interbank Eurodollar market for the relevant Interest Period would be in excess of the Eurodollar Rate for such Interest Period or (y) such Lenders are unable to obtain funding in the London interbank Eurodollar market.

“Material Adverse Effect” shall mean the occurrence of anything since December 31, 2013 which has had or would reasonably be expected to have a material adverse effect on (x) the property, assets, business, operations, liabilities, or condition (financial or otherwise) of the Parent and its subsidiaries taken as a whole, (y) the consummation of the transactions hereunder, the acquisition of the Vessel and the Construction Contract, or (z) the rights or remedies of the Lenders, or the ability of the Parent and its relevant Subsidiaries to perform their obligations owed to the Lenders and the Agents under this Agreement.

“Materials of Environmental Concern” shall have the meaning provided in Section 8.17(a).

“Maturity Date” shall mean the twelfth anniversary of the Borrowing Date in relation to the Delivery Date or, if earlier, the date falling 11 years and 6 months after the date on which the first Scheduled Repayment is required to be made pursuant to Section 4.02(a).

“Moody’s” shall mean Moody’s Investors Service, Inc. and its successors.

“NCLC Fleet” shall mean the vessels owned by the companies in the NCLC Group.

“NCLC Group” shall mean the Parent and its Subsidiaries.

“New Lender” shall mean a Person who has been assigned the rights or transferred the rights and obligations of an Existing Lender, as the case may be, pursuant to the provisions of Section 13.

“Non-Defaulting Lender” shall mean and include each Lender other than a Defaulting Lender.

“Notice of Borrowing” shall have the meaning provided in Section 2.03.

“Notice Office” shall mean in the case of the Facility Agent and the Hermes Agent, the office of the Facility Agent and the Hermes Agent located at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, Attention: Maritime Industries, X2a4, Claudia Wenzel, fax: +49 69 7431 3768, email: claudia.wenzel@kfw.de or such other office as the Facility Agent may hereafter designate in writing as such to the other parties hereto or such other office as the Facility Agent or the Hermes Agent may hereafter designate in writing as such to the other parties hereto.

“OPA” shall mean the Oil Pollution Act of 1990, as amended, 33 U.S.C. § 2701 et seq.

“Other Creditors” shall mean any Lender or any Affiliate thereof and their successors, transferees and assigns if any (even if such Lender subsequently ceases to be a Lender under this Agreement for any reason), together with such Lender’s or Affiliate’s successors, transferees and assigns, with which the Parent and/or the Borrower enters into any Interest Rate Protection Agreements or Other Hedging Agreements from time to time.

“Other Hedging Agreement” shall mean any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Borrower in relation to the Credit Document Obligations of the Borrower under this Agreement and designed to protect against the fluctuations in currency or commodity values.

“Other Obligations” shall mean the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Credit Party at the rate provided for in the respective documentation, whether

or not a claim for post-petition interest is allowed in any such proceeding) owing by any Credit Party to the Other Creditors under, or with respect to, any Interest Rate Protection Agreement or Other Hedging Agreement, whether such Interest Rate Protection Agreement or Other Hedging Agreement is now in existence or hereafter arising, and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained therein.

“Parent” shall have the meaning provided in the first paragraph of this Agreement.

“Parent Guaranty” shall mean the guaranty of the Parent pursuant to Section 15.

“Participant Register” shall have the meaning provided in Section 13.11(c).

“PATRIOT Act” shall have the meaning provided in Section 14.09.

“Payment Office” shall mean the office of the Facility Agent located at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, or such other office as the Facility Agent may hereafter designate in writing as such to the other parties hereto.

“Permitted Change Orders” shall mean change orders and similar arrangements under the Construction Contract which increase the Initial Construction Price to the extent that the aggregate amount of such increases does not exceed [\*] (it being understood that the actual amount of change orders and similar arrangements may exceed [\*]).

“Permitted Chartering Arrangements” shall mean:

- (i) any charter or other form of deployment (other than a demise or bareboat charter) of the Vessel made between members of the NCLC Group;
- (ii) any demise or bareboat charter of the Vessel made between members of the NCLC Group provided that (a) each of the Borrower and the charterer assigns the benefit of any such charter or sub-charter to the Collateral Agent, (b) each of the Borrower and the charterer assigns its interest in the insurances and earnings in respect of the Vessel to the Collateral Agent, and (c) the charterer agrees to subordinate its interests in the Vessel to the interests of the Collateral Agent as mortgagee of the Vessel, all on terms and conditions reasonably acceptable to the Collateral Agent;
- (iii) any charter or other form of deployment of the Vessel to a charterer that is not a member of the NCLC Group provided that no such charter or deployment shall be made (a) on a demise or bareboat basis, or (b) for a period which, including the exercise of any options for extension, could be for longer than 13 months, or (c) other than at or about market rate at the time when the charter or deployment is fixed; and
- (iv) any charter or other form of deployment in respect of the Vessel entered into after the Effective Date and which is permissible under the provisions of any financing documents relating to the Vessel.

“Permitted Holders” shall mean (i) the Lim Family (together or individually) and (ii) Apollo and any Person directly controlled by Apollo.

“Permitted Liens” shall have the meaning provided in Section 10.01.

“Person” or “person” shall mean any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any government or political subdivision, department or instrumentality thereof.

“Pledgor” shall mean NCL Corporation Ltd. or any direct or indirect Subsidiary of the Parent which directly owns any of the Capital Stock of the Borrower.

“Pre-delivery Installment” shall have the meaning provided in the definition of “Initial Construction Price”.

“Pro Rata Share” shall have the definition provided in Section 4.05(b).

“Projections” shall mean any projections and any forward-looking statements (including statements with respect to booked business) of the NCLC Group furnished to the Lenders or the Facility Agent by or on behalf of any member of the NCLC Group prior to the Effective Date.

“Reference Banks” shall mean Citibank and JPMorgan and any additional or replacement Reference Bank appointed by the Facility Agent with the approval of the Borrower.

“Refinancing Agreement” shall mean each refinancing agreement in respect of the KfW Refinancing.

“Refinanced Bank” shall mean each Lender participating in the KfW Refinancing.

“Refund Guarantee” shall mean a, or if more than one, each refund guarantee arranged by the Yard in respect of a Pre-delivery Installment and provided by one or more financial institutions contemplated by the Construction Contract, or by other financial institutions reasonably satisfactory to the Lead Arrangers, as credit support for the Yard’s obligations thereunder.

“Register” shall have the meaning provided in Section 14.15.

“Relevant Obligations” shall have the meaning provided in Section 13.07(c)(ii).

“Repayment Date” shall mean each semi-annual date on which a Scheduled Repayment is required to be made pursuant to Section 4.02(a).

“Replaced Lender” shall have the meaning provided in Section 2.12.

“Replacement Lender” shall have the meaning provided in Section 2.12.

“Representative” shall have the meaning provided in Section 4.05(d).

“Required Insurance” shall have the meaning provided in Section 9.03.

“Required Lenders” shall mean, at any time, Non-Defaulting Lenders, the sum of whose outstanding Commitments and/or principal amount of Loans at such time represent an amount greater than 66⅔% of the sum of the Total Commitment (less the aggregate Commitments of all Defaulting Lenders at such time) and the aggregate principal amount of outstanding Loans (less the amount of outstanding Loans of all Defaulting Lenders at such time).

“S&P” shall mean Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies, Inc., and its successors.

“Scheduled Repayment” shall have the meaning provided in Section 4.02(a).

“Screen Rate” shall have the meaning specified in the definition of Eurodollar Rate.

“Secured Creditors” shall mean the “Secured Creditors” as defined in the Security Documents.

“Secured Obligations” shall mean (i) the Credit Document Obligations, (ii) the Other Obligations, (iii) any and all sums advanced by any Agent in order to preserve the Collateral or preserve the Collateral Agent’s security interest in the Collateral on behalf of the Lenders, (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of the Credit Parties referred to in clauses (i) and (ii) above, after an Event of Default shall have occurred and be continuing, the expenses in connection with retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder on behalf of the Lenders, together with reasonable attorneys’ fees and court costs, and (v) all amounts paid by any Secured Creditor as to which such Secured Creditor has the right to reimbursement under the Security Documents.

“Security Documents” shall mean, as applicable, the Assignment of Contracts, the Assignment of Earnings and Insurances, the Assignment of Charters, the Assignment of Management Agreements, the Charge of KfW Refund Guarantees, the Share Charge, the Vessel Mortgage, the Deed of Covenants, and, after the execution thereof, each additional security document executed pursuant to Section 9.10 and/or Section 12.01(b).

“Security Trust Deed” shall mean the Security Trust Deed executed by, inter alia, the Borrower, the Guarantor, the Collateral Agent, the Facility Agent, the Original Secured Creditors (as defined therein) and the Delegate Collateral Agent and shall be substantially in the form of Exhibit P or otherwise reasonably acceptable to the Facility Agent.

“Share Charge” shall have the meaning provided in Section 5.06.

“Share Charge Collateral” shall mean all “Collateral” as defined in the Share Charge.

“Signing Date” means the date of this Agreement.

“Sky Vessel” shall mean [\*] presently owned by the Sky Vessel Seller, and registered in the Sky Vessel Seller's name under the laws and flag of the Commonwealth of the Bahamas.

“Sky Vessel Indebtedness” shall mean the financing arrangements in relation to the acquisition of the Sky Vessel in an amount of up to [\*] on the terms set forth in the fully executed memorandum of agreement related to the sale of the Sky Vessel, dated on or around May 30, 2012 (as amended from time to time with the consent of the Lenders as required pursuant to Section 10.11).

“Sky Vessel Seller” shall mean [\*], or any affiliate of [\*].

“Specified Requirements” shall mean the requirements set forth in clauses (i)(A) and (i)(B) (including, for the avoidance of doubt, paragraphs (i)(a) or (i)(b)), (iii), (v)(c) and (v)(f) of the definition of “Collateral and Guaranty Requirements.”

“Spot Rate” shall mean the spot exchange rate quoted by the Facility Agent equal to the weighted average of the rates on the actual transactions of the Facility Agent on the date two Business Days prior to the date of determination thereof (acting reasonably), which spot exchange rate shall be final and conclusive absent manifest error.

“Subsidiary” shall mean, as to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person and/or one or more Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a 50% Equity Interest at the time.

“Supervision Agreements” shall mean any agreements (if any) entered or to be entered into between the Parent, as applicable, the Borrower and a Supervisor providing for the construction supervision of the Vessel, the terms and conditions of which shall be in form and substance reasonably satisfactory to the Facility Agent.

“Supervisor” shall have the meaning provided in the Construction Contract.

“Tax Benefit” shall have the meaning provided in Section 4.04(c).

“Taxes” and “Taxation” shall have the meaning provided in Section 4.04(a).

“Third Party” shall mean any Person or group of Persons acting in concert who or which does not include a member of the Lim Family or Apollo.

“Total Capitalization” shall mean, at any date of determination, the Total Net Funded Debt plus the consolidated stockholders' equity of the NCLC Group at such date determined in accordance with GAAP and derived from the then latest unaudited and consolidated financial statements of the NCLC Group delivered to the Facility Agent in the case

of the first three quarters of each fiscal year and the then latest audited consolidated financial statements of the NCLC Group delivered to the Facility Agent in the case of each fiscal year; provided it is understood that the effect of any impairment of intangible assets shall be added back to stockholders' equity.

"Total Commitment" shall mean, at any time, the sum of the Commitments of the Lenders at such time. On the Effective Date, the Total Commitments shall not exceed €665,995,880.

"Total Net Funded Debt" shall mean, as at any relevant date:

- (i) Indebtedness for Borrowed Money of the NCLC Group on a consolidated basis; and
- (ii) the amount of any Indebtedness for Borrowed Money of any person which is not a member of the NCLC Group but which is guaranteed by a member of the NCLC Group as at such date;

less an amount equal to any Cash Balance as at such date; provided that any Commitments and other amounts available for drawing under other revolving or other credit facilities of the NCLC Group which remain undrawn shall not be counted as cash or indebtedness for the purposes of this Agreement.

"Transaction" shall mean collectively (i) the execution, delivery and performance by each Credit Party of the Credit Documents to which it is a party, the incurrence of Loans on each Borrowing Date and the use of proceeds thereof and (ii) the payment of all fees and expenses in connection with the foregoing.

"Transfer Certificate" means a certificate substantially in the form set out in Exhibit E or any other form agreed between the Facility Agent and the Parent.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"United States" and "U.S." shall each mean the United States of America.

"U.S. Tax Obligor" means:

- (i) a Borrower which is resident for tax purposes in the U.S.; or
- (ii) a Credit Party some or all of whose payments under the Credit Documents are from sources within the U.S. for U.S. federal income tax purposes.

"Vessel" shall mean the post-panamax luxury passenger cruise vessel with approximately 164,600 gt and the provisional hull number [\*] to be constructed by the Yard.

"Vessel Mortgage" shall have the meaning provided in the definition of "Collateral and Guaranty Requirements".

“Vessel Value” shall have the meaning set forth in Section 10.08.

“Yard” shall mean Meyer Werft GmbH, Papenburg/Germany, the shipbuilder constructing the Vessel pursuant to the Construction Contract.

SECTION 2. Amount and Terms of Credit Facility.

2.01 The Commitments. Subject to and upon the terms and conditions set forth herein, each Lender severally agrees to make on and after the Initial Borrowing Date and prior to the Commitment Termination Date and at the times specified in Section 2.02 term loans to the Borrower (each, a “Loan” and, collectively, the “Loans”), which Loans (i) shall bear interest in accordance with Section 2.06, (ii) shall be denominated and repayable in Dollars, (iii) shall be disbursed on any Borrowing Date, (iv) shall not exceed on such Borrowing Date for all Lenders the Dollar Equivalent of the maximum available amount for such Borrowing Date as set forth in Section 2.02 and (v) disbursed on any Borrowing Date shall not exceed for any Lender the Dollar Equivalent of the Commitment of such Lender on such Borrowing Date.

2.02 Amount and Timing of Each Borrowing; Currency of Disbursements.(a) The Total Commitments will be available in the amounts and on the dates set forth below:

- (i) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the Initial Borrowing Date;
- (ii) a portion of the Total Commitments equaling [\*] of the Hermes Premium will be available on one or more dates on or after the Initial Borrowing Date (it being understood and agreed that the Lenders shall be authorized to disburse directly to Hermes the proceeds of Loans in an amount equal to the Hermes Premium that is then due and owing, without any action on the part of the Borrower (other than the delivery by the Borrower of a Notice of Borrowing to the Facility Agent in respect thereof). It is acknowledged and agreed that [\*] of the Hermes Premium (the “First Hermes Instalment”) shall be payable directly by the Borrower to Hermes immediately after the execution of this Agreement (which the Borrower hereby agrees to pay from its own funds). On the Initial Borrowing Date the Lenders shall pay directly to the Borrower part of the Loans in an amount equal to the First Hermes Instalment in reimbursement of the First Hermes Instalment so paid by the Borrower;
- (iii) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the date of payment of the second installment of the Initial Construction Price (which date is anticipated to be 24 months prior to the Delivery Date (as per the Construction Contract));
- (iv) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the date of payment of the third installment of the Initial Construction Price for the Vessel (which date is anticipated to be 18 months prior to the Delivery Date (as per the Construction Contract));
- (v) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the date of payment of the fourth

installment of the Initial Construction Price for the Vessel (which date is anticipated to be 12 months prior to the Delivery Date (as per the Construction Contract); and

(vi) a portion of the Total Commitments not exceeding the sum of (a) [\*] of the amount equal to (x) the Initial Construction Price for the Vessel minus (y) any amount payable by the Yard to the Borrower pursuant to Article 8, paragraph 2.8 (viii) of the Construction Contract and further deducting from this amount the aggregate of the amounts that were borrowed pursuant to clauses (i) and (iii)-(v) above, and (b) [\*] of the aggregate amount of the Permitted Change Orders will be available on the Delivery Date.

(b) The Loans made on each Borrowing Date shall be disbursed by the Facility Agent to the Borrower and/or its designee(s), as set forth in Section 2.04, in Dollars and shall be in an amount equal to the applicable Dollar Equivalent of the amount of the Total Commitment in respect of any payments of the Initial Construction Price and/or Permitted Change Orders utilized to make such Loans on such Borrowing Date pursuant to this Section 2.02, provided that in the event that the Borrower has not (i) notified the Facility Agent in the Notice of Borrowing that it has entered into Earmarked Foreign Exchange Arrangements with respect to the amount required to be paid to Hermes or to the Yard on such Borrowing Date or (ii) provided reasonably sufficient evidence to the Facility Agent of such Earmarked Foreign Exchange Arrangements in the Notice of Borrowing, the Facility Agent on such Borrowing Date shall convert the Dollar amount of the Loans to be made by each Lender into Euro at the Spot Rate applicable 2 Business Days prior to such Borrowing Date (it being understood that such Spot Rate shall be used for such conversion in order to calculate the Dollar Equivalent referred to in this Section 2.02(b)), and shall inform each Lender thereof, and such Euro amount shall thereafter be disbursed to the Borrower and/or its designee(s) as set forth in Section 2.04 (it being understood that each Lender shall remit its Loans to the Facility Agent in Dollars on such Borrowing Date).

2.03 Notice of Borrowing. Subject to the second parenthetical in Section 2.02(a)(ii), whenever the Borrower desires to make a Borrowing hereunder, it shall give the Facility Agent at its Notice Office at least three Business Days' prior written notice of each Loan to be made hereunder, provided that any such notice shall be deemed to have been given on a certain day only if given before 11:00 A.M. (Frankfurt time) (unless such 11:00 A.M. deadline is waived by the Facility Agent in the case of the Initial Borrowing Date). Each such written notice (each a "Notice of Borrowing"), except as otherwise expressly provided in Section 2.09, shall be irrevocable and shall be given by the Borrower substantially in the form of Exhibit A, appropriately completed to specify (i) the portion of the Total Commitments to be utilized on such Borrowing Date, (ii) if the Borrower and/or the Parent has entered into Earmarked Foreign Exchange Arrangements with respect to the installment payments due and owing under the Construction Contract to be funded by the Loans to be incurred on such Borrowing Date, the applicable Dollar Equivalent of the portion of the Total Commitment to be borrowed on such Borrowing Date and, where applicable, evidence of such Earmarked Foreign Exchange Arrangements, (iii) the date of such Borrowing (which shall be a Business Day), (iv) when the Loans are to be subject to interest at the Floating Rate, the initial Interest Period to be applicable thereto, (v) to which account(s) the proceeds of such Loans are to be deposited (it being understood that pursuant to Section 2.04 the Borrower may designate one or more accounts of the Yard, Hermes and/or the provider of the foreign exchange arrangements referenced in the definition of Dollar Equivalent) and (vi) that all representations and warranties

made by each Credit Party, in or pursuant to the Credit Documents are true and correct in all material respects on and as of the date of such Borrowing (unless stated to relate to a specific earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such date) and no Event of Default is or will be continuing after giving effect to such Borrowing. The Facility Agent shall promptly give each Lender which is required to make Loans, notice of such proposed Borrowing, of such Lender's proportionate share thereof and of the other matters required by the immediately preceding sentence to be specified in the Notice of Borrowing.

2.04 Disbursement of Funds. No later than 12:00 Noon (Frankfurt time) on the date specified in each Notice of Borrowing, each Lender will make available its pro rata portion of each Borrowing requested in the Notice of Borrowing to be made on such date. All such amounts shall be made available in the currency required by Section 2.02(b) in immediately available funds at the Payment Office of the Facility Agent, and the Facility Agent will make available to (I) in the case of Loans disbursed in Dollars, the designee(s) of the Borrower (with such designee(s) being in such circumstances either Hermes (in the case of the Hermes Premium) or a provider of Earmarked Foreign Exchange Arrangements referenced in the definition of Dollar Equivalent), save that the Loan in respect of the First Hermes Instalment may be paid directly to the Borrower and (II) in the case of Loans disbursed in Euro, designee(s) of the Borrower (with such designee(s) being in such circumstances the Yard), in each case prior to 3:00 P.M. (Frankfurt Time) on such day, to the extent of funds actually received by the Facility Agent prior to 12:00 Noon (Frankfurt Time) on such day, in each case at the Payment Office in the account(s) specified in the applicable Notice of Borrowing, the aggregate of the amounts so made available by the Lenders. Unless the Facility Agent shall have been notified by any Lender prior to the date of Borrowing that such Lender does not intend to make available to the Facility Agent such Lender's portion of any Borrowing to be made on such date, the Facility Agent may assume that such Lender has made such amount available to the Facility Agent on such date of Borrowing and the Facility Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Facility Agent by such Lender, the Facility Agent shall be entitled to recover such corresponding amount on demand from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Facility Agent's demand therefor, the Facility Agent shall promptly notify the Borrower and the Borrower shall immediately pay such corresponding amount to the Facility Agent. The Facility Agent shall also be entitled to recover on demand from such Lender or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Facility Agent to the Borrower until the date such corresponding amount is recovered by the Facility Agent, at a percentage rate per annum equal to (i) if recovered from such Lender, at the overnight Eurodollar Rate and (ii) if recovered from the Borrower, the rate of interest applicable to the respective Borrowing, as determined pursuant to Section 2.06. Nothing in this Section 2.04 shall be deemed to relieve any Lender from its obligation to make Loans hereunder or to prejudice any rights which the Borrower may have against any Lender as a result of any failure by such Lender to make Loans hereunder.

2.05 Pro Rata Borrowings. All Borrowings of Loans under this Agreement shall be incurred from the Lenders pro rata on the basis of their Commitments. It is understood that no Lender shall be responsible for any default by any other Lender of its obligation to make

Loans hereunder and that each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder. The obligations of the Lenders under this Agreement are several and not joint and no Lender shall be responsible for the failure of any other Lender to satisfy its obligations hereunder.

2.06 Interest. (a) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Loan from the date the proceeds thereof are made available to the Borrower until the maturity (whether by acceleration or otherwise) of such Loan at the Fixed Rate or if an election is made by the Borrower to elect the Floating Rate pursuant to Section 2.07, at the Floating Rate.

(b) If the Borrower fails to pay any amount payable by it under a Credit Document on its due date, interest shall accrue on the overdue amount (in the case of overdue interest to the extent permitted by law) from the due date up to the date of actual payment (both before and after judgment) at a rate which is (i) where interest is payable at the Fixed Rate, equal to [\*] plus the Eurodollar Rate which would have been payable if the overdue amount had, during the period of non-payment constituted a Loan for successive interest periods, each of a duration of three months, or (ii) where interest is payable on the Loan at the Floating Rate and subject to paragraph (c) below, [\*] plus the rate (including, for the avoidance of doubt, the margin) which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan for successive Interest Periods, each of a duration selected by the Facility Agent (acting reasonably). Any interest accruing under this Section 2.06(b) shall be immediately payable by the Borrower on demand by the Facility Agent.

(c) At any time when interest is payable at the Floating Rate, if any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of a Floating Rate Interest Period relating to that Loan:

- (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Floating Rate Interest Period relating to that Loan; and
- (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be [\*] plus the rate which would have applied if the overdue amount had not become due.

(d) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

(e) Accrued and unpaid interest shall be payable in respect of each Loan on each Fixed Interest Payment Date (if interest is payable on the Loan at the Fixed Rate) or, if interest is payable on the Loan at the Floating Rate, on the last day of each Interest Period applicable thereto, on any repayment or prepayment date (on the amount repaid or prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(f) At any time when interest is payable on the Loan at the Floating Rate, upon each Interest Determination Date, the Facility Agent shall determine the Eurodollar Rate

for each Interest Period applicable to the Loans to be made pursuant to the applicable Borrowing and shall promptly notify the Borrower and the respective Lenders thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

(g) At any time when interest is payable on the Loan at the Fixed Rate, the Borrower shall reimburse each Lender on demand for the amount by which the 6 month Eurodollar Rate for any Fixed Rate Interest Period plus the fee for administrative expenses of [\*] per annum for such Fixed Rate Interest Period less the Fixed Rate exceeds [\*] per annum (being the amount by which the interest make-up is limited under any Interest Make-Up Agreement pursuant to Section 1.1 of the CIRR General Terms and Conditions and the KfW Refinancing).

2.07 Election of Floating Rate. (a) By written notice to the Facility Agent delivered (i) in the case of an election prior to the Initial Borrowing Date, at least 10 days after the Signing Date or (ii) in the case of an election after the Initial Borrowing Date, at least 35 days prior to the proposed date on which the interest rate mechanism is to change, the Borrower may elect, without incurring any liability to make any payment pursuant to Section 2.10 (other than in the case of (ii) above, where there will be such a liability) or to pay any other indemnity or compensation obligation, to pay interest on the Loans at the Floating Rate.

(b) Any election made pursuant to this Section 2.07 may only be made once during the term of the Loans.

2.08 Floating Rate Interest Periods. This Section 2.08 shall only apply if the Borrower has elected to pay interest at the Floating Rate pursuant to Section 2.07. At the time the Borrower gives any election notice pursuant to Section 2.07(a) (in the case of the initial Floating Rate Interest Period (as defined below) applicable thereto) or on the third Business Day prior to the expiration of a Floating Rate Interest Period applicable to such Loans (in the case of any subsequent Interest Period), it shall have the right to elect, by giving the Facility Agent notice thereof, the interest period (each a "Floating Rate Interest Period") applicable to such Loans, which Floating Rate Interest Period shall, at the option of the Borrower, be a three or six month period; provided that:

(a) subject to paragraph (b) below, all Loans comprising a Borrowing shall at all times have the same Floating Rate Interest Period;

(b) the initial Floating Rate Interest Period for any Loan shall commence either on the date of Borrowing of such Loan or, in the case of an election under Section 2.07(a)(ii) on the date proposed in the election notice and each Floating Rate Interest Period occurring thereafter in respect of such Loan shall commence on the day on which the immediately preceding Floating Rate Interest Period applicable thereto expires;

(c) if any Floating Rate Interest Period relating to a Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Floating Rate Interest Period, such Floating Rate Interest Period shall end on the last Business Day of such calendar month;

(d) if any Floating Rate Interest Period would otherwise expire on a day which is not a Business Day, such Floating Rate Interest Period shall expire on the first succeeding Business Day; provided, however, that if any Floating Rate Interest Period for a Loan would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Floating Rate Interest Period shall expire on the immediately preceding Business Day;

(e) no Floating Rate Interest Period longer than three months may be selected at any time when an Event of Default (or, if the Facility Agent or the Required Lenders have determined that such an election at such time would be disadvantageous to the Lenders, a Default) has occurred and is continuing;

(f) no Floating Rate Interest Period in respect of any Borrowing of any Loans shall be selected which extends beyond the Maturity Date; and

(g) at no time shall there be more than ten Borrowings of Loans subject to different Floating Rate Interest Periods.

If upon the expiration of any Floating Rate Interest Period applicable to a Borrowing, the Borrower has failed to elect a new Floating Rate Interest Period to be applicable to such Loans as provided above, the Borrower shall be deemed to have elected a three month Floating Rate Interest Period to be applicable to such Loans effective as of the expiration date of such current Floating Rate Interest Period.

2.09 Increased Costs, Illegality, Market Disruption, etc. (a) In the event that any Lender shall have reasonably determined (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto):

(i) at any time, that such Lender shall incur increased costs (including, without limitation, pursuant to Basel II and/or Basel III to the extent Basel II and/or Basel III, as the case may be, is applicable), Mandatory Costs (as set forth on Schedule 1.01(b)) or reductions in the amounts received or receivable hereunder with respect to any Loan because of, without duplication, any change since the Effective Date in any applicable law or governmental rule, governmental regulation, governmental order, governmental guideline or governmental request (whether or not having the force of law) or in the interpretation or administration thereof and including the introduction of any new law or governmental rule, governmental regulation, governmental order, governmental guideline or governmental request, such as, for example, but not limited to: (A) a change in the basis of taxation of payment to any Lender of the principal of or interest on such Loan or any other amounts payable hereunder (except for changes in the rate of tax on, or determined by reference to, the net income or net profits of such Lender, or any franchise tax based on net income or net profits, of such Lender pursuant to the laws of the jurisdiction in which such Lender is organized or in which such Lender's principal office or applicable lending office is located or any subdivision thereof or therein or which is attributable to a FATCA Deduction required to be made by a party to this Agreement), but without duplication of any amounts payable in respect of Taxes pursuant to Section 4.04, or (B) a change in official reserve requirements; or

(ii) at any time, that the making or continuance of any Loan has been made unlawful by any law or governmental rule, governmental regulation or governmental order;

then, and in any such event, such Lender shall promptly give notice (by telephone confirmed in writing) to the Borrower and to the Facility Agent of such determination (which notice the Facility Agent shall promptly transmit to each of the Lenders). Thereafter (x) in the case of clause (i) above, the Borrower agrees (to the extent applicable), to pay to such Lender, upon its written demand therefor, such additional amounts as shall be required to compensate such Lender or such other corporation for the increased costs or reductions to such Lender or such other corporation and (y) in the case of clause (ii) above, the Borrower shall take one of the actions specified in Section 2.09(b) as promptly as possible and, in any event, within the time period required by law. In determining such additional amounts, each Lender will act reasonably and in good faith and will use averaging and attribution methods which are reasonable, provided that such Lender's determination of compensation owing under this Section 2.09(a) shall, absent manifest error, be final and conclusive and binding on all the parties hereto. Each Lender, upon determining that any additional amounts will be payable pursuant to this Section 2.09(a), will give prompt written notice thereof to the Borrower, which notice shall show in reasonable detail the basis for the calculation of such additional amounts; provided that, subject to the provisions of Section 2.10(b), the failure to give such notice shall not relieve the Borrower from its Credit Document Obligations hereunder.

(b) At any time that any Loan is affected by the circumstances described in Section 2.09(a)(i) or (ii), the Borrower may (and in the case of a Loan affected by the circumstances described in Section 2.09(a)(ii) shall) either (x) if the affected Loan is then being made initially, cancel the respective Borrowing by giving the Facility Agent notice in writing on the same date or the next Business Day that the Borrower was notified by the affected Lender or the Facility Agent pursuant to Section 2.09(a)(i) or (ii) or (y) if the affected Loan is then outstanding, upon at least three Business Days' written notice to the Facility Agent, in the case of any Loan, repay all outstanding Borrowings (within the time period required by the applicable law or governmental rule, governmental regulation or governmental order) which include such affected Loans in full in accordance with the applicable requirements of Section 4.02; provided that if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 2.09(b).

(c) If any Lender determines that after the Effective Date (i) the introduction of or effectiveness of or any change in any applicable law or governmental rule, governmental regulation, governmental order, governmental guideline, governmental directive or governmental request (whether or not having the force of law) concerning capital adequacy, or any change in interpretation or administration thereof by any governmental authority, central bank or comparable agency will have the effect of increasing the amount of capital required or expected to be maintained by such Lender, or any corporation controlling such Lender, based on the existence of such Lender's Commitments hereunder or its obligations hereunder, (ii) compliance with any law or regulation or any request from or requirement of any central bank or other fiscal, monetary or other authority made after the Effective Date (including any which relates to capital adequacy or liquidity controls or which affects the manner in which a Lender allocates capital resources to obligations under this Agreement, any Interest Rate Protection Agreement and/or

any Other Hedging Agreement) or (iii) to the extent that such change is not discretionary and is pursuant to law, a governmental mandate or request, or a central bank or other fiscal or monetary authority mandate or request, any change in the risk weight allocated by such Lender to the Borrower after the Effective Date, then the Borrower agrees (to the extent applicable) to pay to such Lender, upon its written demand therefor, such additional amounts as shall be required to compensate such Lender or such other corporation for the increased cost to such Lender or such other corporation or the reduction in the rate of return to such Lender or such other corporation as a result of such increase of capital. In determining such additional amounts, each Lender will act reasonably and in good faith and will use averaging and attribution methods which are reasonable, provided that such Lender's determination of compensation owing under this Section 2.09(c) shall, absent manifest error be final and conclusive and binding on all the parties hereto. Each Lender, upon determining that any additional amounts will be payable pursuant to this Section 2.09(c), will give prompt written notice thereof to the Borrower, which notice shall show in reasonable detail the basis for calculation of such additional amounts; provided that, subject to the provisions of Section 2.11(b), the failure to give such notice shall not relieve the Borrower from its Credit Document Obligations hereunder.

(d) This Section 2.09(d) applies at any time when interest on the Loan is payable at the Floating Rate. If a Market Disruption Event occurs in relation to any Lender's share of a Loan for any Interest Period, then the rate of interest on each Lender's share of that Loan for the Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Floating Rate Margin;

(ii) the rate determined by such Lender and notified to the Facility Agent by 5:00 P.M. (Frankfurt time) on the Interest Determination Date for such Interest Period to be that which expresses as a percentage rate per annum the cost to each such Lender of funding its participation in that Loan for a period equivalent to such Interest Period from whatever source it may reasonably select; provided that the rate provided by a Lender pursuant to this clause (ii) shall not be disclosed to any other Lender and shall be held as confidential by the Facility Agent and the Borrower; and

(iii) the Mandatory Costs, if any, applicable to such Lender of funding its participation in that Loan.

(e) This Section 2.09(e) applies at any time when interest on the Loan is payable at the Floating Rate. If a Market Disruption Event occurs and the Facility Agent or the Borrower so require, the Facility Agent and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest. Any alternative basis agreed pursuant to the immediately preceding sentence shall, with the prior consent of all the Lenders and the Borrower, be binding on all parties. If no agreement is reached pursuant to this clause (e), the rate provided for in clause (d) above shall apply for the entire applicable Interest Period.

**2.10 Indemnification: Breakage Costs.** (a) When interest on the Loan is payable at the Floating Rate, the Borrower agrees to indemnify each Lender, within two Business Days of demand (in writing and which request shall set forth in reasonable detail the basis for

requesting and the calculation of such amount and which in the absence of manifest error shall be conclusive evidence as to the amount due), for all losses, expenses and liabilities (including, without limitation, any such loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its Loans but excluding any loss of anticipated profits) which such Lender may sustain in respect of Loans made to the Borrower: (i) if for any reason (other than a default by such Lender or the Facility Agent) a Borrowing of Loans does not occur on a date specified therefor in a Notice of Borrowing (whether or not withdrawn by the Borrower or deemed withdrawn pursuant to Section 2.09(a)); (ii) if any prepayment or repayment (including any prepayment or repayment made pursuant to Section 2.09(a), Section 4.01 or Section 4.02 (in each case other than on the expiry of a Floating Rate Interest Period) or as a result of an acceleration of the Loans pursuant to Section 11) of any of its Loans, or assignment and/or transfer of its Loans pursuant to Section 2.12, occurs on a date which is not the last day of an Interest Period with respect thereto; or (iii) if any prepayment of any of its Loans is not made on any date specified in a notice of prepayment given by the Borrower.

(b) When interest on the Loan is payable at the Fixed Rate, and at the time of any prepayment or commitment reduction pursuant to Sections 3.04, 3.05 or 4.01 or any mandatory repayment or commitment reduction pursuant to Section 4.02 or as a result of an acceleration of the Loans pursuant to Section 11, the Borrower shall indemnify each Lender, within two Business Days of demand in writing, which request shall set forth in reasonable detail the basis for requesting and the calculation of such amount and which in the absence of manifest error shall be conclusive evidence as to the amount due, for all losses, expenses and liabilities which such Lender may sustain in respect of the early repayment or prepayment of the Loans made to the Borrower including, without limitation, the costs of breaking deposits or re-employing funds under any swap agreements or interest rate arrangement products entered into in respect of the Loans or any prepayment compensation as set forth in the CIRR General Terms and Conditions.

(c) It is understood and agreed that where the Initial Borrowing Date has not occurred, no amounts under this Section 2.10 will be payable by the Borrower if the Total Commitment is terminated no later than 10 days after the Signing Date.

2.11 Change of Lending Office: Limitation on Additional Amounts. (a) Each Lender agrees that on the occurrence of any event giving rise to the operation of Section 2.09 (a), Section 2.09(b), or Section 4.04 with respect to such Lender, it will, if requested by the Borrower, use reasonable good faith efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event or otherwise take steps to mitigate the effect of such event, provided that such designation shall be made and/or such steps shall be taken at the Borrower's cost and on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage in excess of de minimus amounts, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 2.11 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender provided in Section 2.09 and Section 4.04.

(b) Notwithstanding anything to the contrary contained in Sections 2.09, 2.10 or 4.04 of this Agreement, unless a Lender gives notice to the Borrower that it is obligated to pay

an amount under any such Section within 180 days of the later of (x) the date the Lender incurs the respective increased costs, Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital or (y) the date such Lender has knowledge of its incurrence of the respective increased costs, Taxes, loss, expense or liability, reductions in amounts received or receivable or reduction in return on capital, then such Lender shall only be entitled to be indemnified for such amount by the Borrower pursuant to said Section 2.09, 2.10, or 4.04, as the case may be, to the extent the costs, Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital are incurred or suffered on or after the date which occurs 180 days prior to such Lender giving notice to the Borrower that it is obligated to pay the respective amounts pursuant to said Section 2.09, 2.10 or 4.04, as the case may be. This Section 2.11(b) shall have no applicability to any Section of this Agreement other than said Sections 2.09, 2.10 and 4.04.

2.12 Replacement of Lenders (x) If any Lender becomes a Defaulting Lender or otherwise defaults in its obligations to make Loans, (y) upon the occurrence of any event giving rise to the operation of Section 2.09(a) or Section 4.04 with respect to any Lender which results in such Lender charging to the Borrower material increased costs in excess of the average costs being charged by the other Lenders, or (z) as provided in Section 14.11(b) in the case of certain refusals by a Lender to consent to certain proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders, the Borrower shall (for its own cost) have the right, if no Default or Event of Default will exist immediately after giving effect to the respective replacement, to replace such Lender (the "Replaced Lender") (subject to the consent of (a) the CIRR Representative if at such time interest is payable at the Fixed Rate and (b) the Hermes Agent) with one or more other Eligible Transferee or Eligible Transferees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") reasonably acceptable to the Facility Agent (it being understood that all then-existing Lenders are reasonably acceptable); provided that:

(a) at the time of any replacement pursuant to this Section 2.12, the Replacement Lender shall enter into one or more Transfer Certificates pursuant to Section 13.01(a) (and with all fees payable pursuant to said Section 13.02 to be paid by the Replacement Lender) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Loans of the Replaced Lender and, in connection therewith, shall pay to the Replaced Lender in respect thereof an amount equal to the sum (without duplication) of (x) an amount equal to the principal of, and all accrued interest on, all outstanding Loans of the Replaced Lender, and (y) an amount equal to all accrued, but unpaid, Commitment Commission owing to the Replaced Lender pursuant to Section 3.01;

(b) all obligations of the Borrower due and owing to the Replaced Lender at such time (other than those specifically described in clause (a) above) in respect of which the assignment purchase price has been, or is concurrently being, paid shall be paid in full to such Replaced Lender concurrently with such replacement; and

(c) if the Borrower elects to replace any Lender pursuant to clause (x), (y) or (z) of this Section 2.12, the Borrower shall also replace each other Lender that qualifies for replacement under such clause (x), (y) or (z).

Upon the execution of the respective Transfer Certificate and the payment of amounts referred to in clauses (a) and (b) above, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (including, without limitation, Sections 2.09, 2.10, 4.04, 14.01 and 14.05), which shall survive as to such Replaced Lender.

2.13 Disruption to Payment Systems, Etc. If either the Facility Agent determines (in its discretion) that a Disruption Event has occurred or the Facility Agent is notified by the Parent or the Borrower that a Disruption Event has occurred:

(i) the Facility Agent may, and shall if requested to do so by the Borrower or the Parent, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Agreement as the Facility Agent may deem necessary in the circumstances;

(ii) the Facility Agent shall not be obliged to consult with the Borrower or the Parent in relation to any changes mentioned in clause (i) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(iii) the Facility Agent may consult with the other Agents, the Lead Arrangers and the Lenders in relation to any changes mentioned in clause (i) above but shall not be obliged to do so if, in its opinion, it is not practicable or necessary to do so in the circumstances;

(iv) any such changes agreed upon by the Facility Agent and the Borrower or the Parent pursuant to clause (i) above shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the parties to this Agreement as an amendment to (or, as the case may be, waiver of) the terms of the Credit Documents, notwithstanding the provisions of Section 14.11, until such time as the Facility Agent is satisfied that the Disruption Event has ceased to apply;

(v) the Facility Agent shall not be liable for any damages, costs or losses whatsoever (including, without limitation for negligence or any other category of liability whatsoever but not including any claim based on the gross negligence, fraud or willful misconduct of the Facility Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Section 2.13; and

(vi) the Facility Agent shall notify the other Agents, the Lead Arrangers and the Lenders of all changes agreed pursuant to clause (iv) above as soon as practicable.

### SECTION 3. Commitment Commission; Fees; Reductions of Commitment.

3.01 Commitment Commission. The Borrower agrees to pay the Facility Agent for distribution to each Non-Defaulting Lender a commitment commission (the "Commitment")

Commission”) for the period from the Effective Date to and including the Commitment Termination Date (or such earlier date as the Total Commitment shall have been terminated) computed at the rate for each relevant period set out in the table below for each day multiplied by the unutilized Commitment for such day of such Non-Defaulting Lender divided by 360. Accrued Commitment Commission shall be due and payable quarterly in arrears on the first Business Day of each April, July, October and January commencing with October 2014 and on the Borrowing Date contemplated by Section 2.02(a)(vi) (or such earlier date upon which the Total Commitment is terminated).

<u>Commitment Commission</u>	<u>Applicable period</u>
[*] p.a.	Date of execution of this Agreement - April 18, 2016
[*] p.a.	April 19, 2016 - April 18, 2017
[*] p.a.	April 19, 2017 - Delivery Date

3.02 CIRR Fees. (a) The Borrower agrees to pay to the Facility Agent for the account of the CIRR Representative a fee of [\*] per annum (the “CIRR Fee”) on such part of the Total Commitment for which the Federal Republic of Germany grants an interest make-up guarantee and for such period as may be separately agreed between the CIRR Agent and the Borrower.

(b) The CIRR Fee shall be payable by the Borrower in EUR quarterly in arrears from the date of commencement of the period described in Section 3.02(a).

3.03 Other Fees. The Borrower agrees to pay to the Facility Agent the agreed fees set forth in any Fee Letter on the dates and in the amounts set forth therein.

3.04 Voluntary Reduction or Termination of Commitments. Upon at least three Business Days’ prior notice to the Facility Agent at its Notice Office (which notice the Facility Agent shall promptly transmit to each of the Lenders), the Borrower shall have the right, at any time or from time to time, without premium or penalty, save in respect of amounts payable pursuant to Section 2.10 (b), to reduce or terminate the Total Commitment, in whole or in part, in integral multiples of €5,000,000 in the case of partial reductions thereto, provided that each such reduction shall apply proportionately to permanently reduce the Commitment of each Lender.

3.05 Mandatory Reduction of Commitments. (a) In addition to any other mandatory commitment reductions pursuant to this Section 3.05 or any other Section of this Agreement, the Total Commitment (and the Commitment of each Lender) shall terminate in its entirety on the Commitment Termination Date.

(b) In addition to any other mandatory commitment reductions pursuant to this Section 3.05 or any other Section of this Agreement, the Total Commitments (and the

Commitments of each Lender) shall be reduced (immediately after the relevant Loans are made) on each Borrowing Date by the amount of Commitments (denominated in Euro) utilized to make the Loans made on such Borrowing Date.

(c) In addition to any other mandatory commitment reductions pursuant to this Section 3.05 or any other Section of this Agreement, the Total Commitment shall be terminated at the times required by Section 4.02.

(d) Each reduction to the Total Commitment pursuant to this Section 3.05 and Section 4.02 shall be applied proportionately to reduce the Commitment of each Lender.

SECTION 4. Prepayments; Repayments; Taxes.

4.01 Voluntary Prepayments. The Borrower shall have the right to prepay the Loans, without premium or penalty except as provided by law, in whole or in part at any time and from time to time on the following terms and conditions:

(a) the Borrower shall give the Facility Agent prior to 12:00 Noon (Frankfurt time) at its Notice Office at least 32 Business Days' prior written notice of its intent to prepay such Loans, the amount of such prepayment and the specific Borrowing or Borrowings pursuant to which made, which notice the Facility Agent shall promptly transmit to each of the Lenders;

(b) each prepayment shall be in an aggregate principal amount of at least \$1,000,000 or such lesser amount of a Borrowing which is outstanding, provided that no partial prepayment of Loans made pursuant to any Borrowing shall reduce the outstanding Loans made pursuant to such Borrowing to an amount less than \$1,000,000;

(c) at the time of any prepayment of Loans pursuant to this Section 4.01 on any date other than the last day of any Interest Period applicable thereto or otherwise as set out in Section 2.10, the Borrower shall pay the amounts required pursuant to Section 2.10;

(d) in the event of certain refusals by a Lender as provided in Section 14.11(b) to consent to certain proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders, the Borrower may, upon five Business Days' written notice to the Facility Agent at its Notice Office (which notice the Facility Agent shall promptly transmit to each of the Lenders), prepay all Loans, together with accrued and unpaid interest, Commitment Commission, and other amounts owing to such Lender (or owing to such Lender with respect to each Loan which gave rise to the need to obtain such Lender's individual consent) in accordance with said Section 14.11(b) so long as (A) the Commitment of such Lender (if any) is terminated concurrently with such prepayment (at which time Schedule 1.01(a) shall be deemed modified to reflect the changed Commitments) and (B) the consents required by Section 14.11(b) in connection with the prepayment pursuant to this clause (d) have been obtained; and

(e) each prepayment in respect of any Loans made pursuant to a Borrowing shall be applied (x) in inverse order of maturity and (y) except as expressly provided in

the preceding clause (d), pro rata among the Loans comprising such Borrowing, provided that in connection with any prepayment of Loans pursuant to this Section 4.01, such prepayment shall not be applied to any Loan of a Defaulting Lender until all other Loans of Non-Defaulting Lenders have been repaid in full.

4.02 Mandatory Repayments and Commitment Reductions. (a) In addition to any other mandatory repayments pursuant to this Section 4.02 or any other Section of this Agreement, the outstanding Loans shall be repaid on each Repayment Date (or such other date as may be agreed between the Facility Agent and the Borrower) (without further action of the Borrower being required) in 24 equal semi-annual installments commencing on either (i) the first Business Day that is on or after the sixth month anniversary of the Borrowing Date in relation to the Delivery Date or, (ii) if requested by the Borrower no later than five days prior to the anticipated Delivery Date, such date falling less than 6 months after the Delivery Date as the Borrower may select, and ending on the Maturity Date (each such repayment, a "Scheduled Repayment").

(b) In addition to any other mandatory repayments or commitment reductions pursuant to this Section 4.02 or any other Section of this Agreement, but without duplication, on (i) the Business Day following the date of a Collateral Disposition (other than a Collateral Disposition constituting an Event of Loss) and (ii) the earlier of (A) the date which is 150 days following any Collateral Disposition constituting an Event of Loss involving the Vessel (or, in the case of an Event of Loss which is a constructive or compromised or arranged total loss of the Vessel, if earlier, 180 days after the date of the event giving rise to such damage) and (B) the date of receipt by the Borrower, any of its Subsidiaries or the Facility Agent of the insurance proceeds relating to such Event of Loss, the Borrower shall repay the outstanding Loans in full and the Total Commitment shall be automatically terminated (without further action of the Borrower being required).

(c) In addition to any other mandatory repayments or commitment reductions pursuant to this Section 4.02 or any other Section of this Agreement, but without duplication, if (x) the Construction Contract is terminated prior to the Delivery Date, (y) the Vessel has not been delivered to the Borrower by the Yard pursuant to the Construction Contract by the Commitment Termination Date or (z) any of the events described in Sections 11.05, 11.10 or 11.11 shall occur in respect of the Yard at any time prior to the Delivery Date, within five Business Days of the occurrence of such event the Borrower shall repay the outstanding Loans in full and the Total Commitment shall be automatically terminated (without further action of the Borrower being required).

(d) With respect to each repayment of Loans required by this Section 4.02, the Borrower may designate the specific Borrowing or Borrowings pursuant to which such Loans were made, provided that (i) all Loans with Interest Periods ending on such date of required repayment shall be paid in full prior to the payment of any other Loans and (ii) each repayment of any Loans comprising a Borrowing shall be applied pro rata among such Loans. In the absence of a designation by the Borrower as described in the preceding sentence, the Facility Agent shall, subject to the preceding provisions of this clause (e), make such designation in its sole reasonable discretion with a view, but no obligation, to minimize breakage costs owing pursuant to Section 2.10.

(e) Notwithstanding anything to the contrary contained elsewhere in this Agreement, all outstanding Loans shall be repaid in full on the Maturity Date.

4.03 Method and Place of Payment. Except as otherwise specifically provided herein, all payments under this Agreement shall be made to the Facility Agent for the account of the Lender or Lenders entitled thereto not later than 10:00 A.M. (New York time) on the date when due and shall be made in Dollars in immediately available funds at the Payment Office of the Facility Agent. Whenever any payment to be made hereunder shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day (unless the next succeeding Business Day shall fall in the next calendar month, in which case the due date thereof shall be the previous Business Day) and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension.

4.04 Net Payments; Taxes. (a) All payments made by any Credit Party hereunder will be made without setoff, counterclaim or other defense. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding any tax imposed on or measured by the net income, net profits or any franchise tax based on net income or net profits, and any branch profits tax of a Lender pursuant to the laws of the jurisdiction in which it is organized or the jurisdiction in which the principal office or applicable lending office of such Lender is located or any subdivision thereof or therein or due to failure to provide documents under Section 4.04(b) or any FATCA Deduction required to be made by a party to this Agreement, all such taxes "Excluded Taxes") and all interest, penalties or similar liabilities with respect to such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges to the extent imposed on taxes other than Excluded Taxes (all such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges being referred to collectively as "Taxes" and "Taxation" shall be applied accordingly). The Borrower will furnish to the Facility Agent within 45 days after the date of payment of any Taxes due pursuant to applicable law certified copies of tax receipts evidencing such payment by the Borrower. The Borrower agrees to indemnify and hold harmless each Lender, and reimburse such Lender upon its written request, for the amount of any Taxes so levied or imposed and paid by such Lender.

(b) Each Lender agrees (consistent with legal and regulatory restrictions and subject to overall policy considerations of such Lender) to file any certificate or document or to furnish to the Borrower any information as reasonably requested by the Borrower that may be necessary to establish any available exemption from, or reduction in the amount of, any Taxes; provided, however, that nothing in this Section 4.04(b) shall require a Lender to disclose any confidential information (including, without limitation, its tax returns or its calculations). The Borrower shall not be required to indemnify any Lender for Taxes attributed to such Lender's failure to provide the required documents under this Section 4.04(b).

(c) If the Borrower pays any additional amount under this Section 4.04 to a Lender and such Lender determines in its sole discretion exercised in good faith that it has actually received or realized in connection therewith any refund or any reduction of, or credit against, its Tax liabilities in or with respect to the taxable year in which the additional amount is

paid (a "Tax Benefit"), such Lender shall pay to the Borrower an amount that such Lender shall, in its sole discretion exercised in good faith, determine is equal to the net benefit, after tax, which was obtained by such Lender in such year as a consequence of such Tax Benefit; provided, however, that (i) any Lender may determine, in its sole discretion exercised in good faith consistent with the policies of such Lender, whether to seek a Tax Benefit, (ii) any Taxes that are imposed on a Lender as a result of a disallowance or reduction (including through the expiration of any tax credit carryover or carryback of such Lender that otherwise would not have expired) of any Tax Benefit with respect to which such Lender has made a payment to the Borrower pursuant to this Section 4.04(c) shall be treated as a Tax for which the Borrower is obligated to indemnify such Lender pursuant to this Section 4.04 without any exclusions or defenses and (iii) nothing in this Section 4.04(e) shall require any Lender to disclose any confidential information to the Borrower (including, without limitation, its tax returns).

(d) Each party to this Agreement may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no party to this Agreement shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. Each party to this Agreement shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the party to this Agreement to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Credit Parties.

4.05 Application of Proceeds. (a) All proceeds collected by the Collateral Agent upon any sale or other disposition of such Collateral of each Credit Party, together with all other proceeds received by the Collateral Agent under and in accordance with this Agreement and the other Credit Documents (except to the extent released in accordance with the applicable provisions of this Agreement or any other Credit Document), shall be applied by the Facility Agent to the payment of the Secured Obligations as follows:

(i) first, to the payment of all amounts owing to the Collateral Agent or any other Agent of the type described in clauses (iii) and (iv) of the definition of "Secured Obligations";

(ii) second, to the extent proceeds remain after the application pursuant to the preceding clause (i), an amount equal to the outstanding Credit Document Obligations shall be paid to the Lender Creditors as provided in Section 4.05(d) hereof, with each Lender Creditor receiving an amount equal to such outstanding Credit Document Obligations or, if the proceeds are insufficient to pay in full all such Credit Document Obligations, its Pro Rata Share of the amount remaining to be distributed;

(iii) third, to the extent proceeds remain after the application pursuant to the preceding clauses (i) and (ii), an amount equal to the outstanding Other Obligations shall be paid to the Other Creditors as provided in Section 4.05(d) hereof, with each Other Creditor receiving an amount equal to such outstanding Other Obligations or, if the proceeds are insufficient to pay in full all such Other Obligations, its Pro Rata Share of the amount remaining to be distributed; and

(iv) fourth, to the extent proceeds remain after the application pursuant to the preceding clauses (i) through (iii), inclusive, and following the termination of this Agreement, the Credit Documents, the Interest Rate Protection Agreements and the Other Hedging Agreements in accordance with their terms, to the relevant Credit Party or to whomever may be lawfully entitled to receive such surplus.

(b) For purposes of this Agreement, "Pro Rata Share" shall mean, when calculating a Secured Creditor's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Creditor's Credit Document Obligations or Other Obligations, as the case may be, and the denominator of which is the then outstanding amount of all Credit Document Obligations or Other Obligations, as the case may be.

(c) If any payment to any Secured Creditor of its Pro Rata Share of any distribution would result in overpayment to such Secured Creditor, such excess amount shall instead be distributed in respect of the unpaid Credit Document Obligations or Other Obligations, as the case may be, of the other Secured Creditors, with each Secured Creditor whose Credit Document Obligations or Other Obligations, as the case may be, have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Credit Document Obligations or Other Obligations, as the case may be, of such Secured Creditor and the denominator of which is the unpaid Credit Document Obligations or Other Obligations, as the case may be, of all Secured Creditors entitled to such distribution.

(d) All payments required to be made hereunder shall be made (x) if to the Lender Creditors, to the Facility Agent under this Agreement for the account of the Lender Creditors, and (y) if to the Other Creditors, to the trustee, paying agent or other similar representative (each, a "Representative") for the Other Creditors or, in the absence of such a Representative, directly to the Other Creditors.

(e) For purposes of applying payments received in accordance with this Section 4.05, the Collateral Agent shall be entitled to rely upon (i) the Facility Agent under this Agreement and (ii) the Representative for the Other Creditors or, in the absence of such a Representative, upon the Other Creditors for a determination (which the Facility Agent, each Representative for any Other Creditors and the Secured Creditors agree (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Credit Document Obligations and Other Obligations owed to the Lender Creditors or the Other Creditors, as the case may be. Unless it has actual knowledge (including by way of written notice from an Other Creditor) to the contrary, the Collateral Agent, shall be entitled to assume that no Interest Rate Protection Agreements or Other Hedging Agreements are in existence.

(f) It is understood and agreed that each Credit Party shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral pledged by it under and pursuant to the Security Documents and the aggregate amount of the Secured Obligations of such Credit Party.

4.06 FATCA Information. (a) Subject to paragraph (c) below, each party to this Agreement shall, within ten Business Days of a reasonable request by another party to this Agreement:

- (i) confirm to that other party to this Agreement whether it is:
  - (A) a FATCA Exempt Party; or
  - (B) not a FATCA Exempt Party;
- (ii) supply to that other party to this Agreement such forms, documentation and other information relating to its status under FATCA as that other party to this Agreement reasonably requests for the purposes of that other party to this Agreement's compliance with FATCA;
- (iii) supply to that other party to this Agreement such forms, documentation and other information relating to its status as that other party to this Agreement reasonably requests for the purposes of that other party to this Agreement's compliance with any other law, regulation, or exchange of information regime.

(b) If a party to this Agreement confirms to another party to this Agreement pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that party to this Agreement shall notify that other party to this Agreement reasonably promptly.

(c) Paragraph (a) above shall not oblige any Credit Party to do anything, and paragraph (a)(iii) above shall not oblige any other party to this Agreement to do anything, which would or might in its reasonable opinion constitute a breach of:

- (i) any law or regulation;
- (ii) any fiduciary duty; or
- (iii) any duty of confidentiality.

(d) If a party to this Agreement fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such party to this Agreement shall be treated for the purposes of the Credit Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the party to this Agreement in question provides the requested confirmation, forms, documentation or other information.

(e) If the Borrower is a U.S. Tax Obligor or the Facility Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten (10) Business Days of:

- (i) where the Borrower is a U.S. Tax Obligor, the date of this Agreement;
- (ii) the date a new U.S. Tax Obligor accedes as a Borrower; or
- (iii) where the Borrower is not a U.S. Tax Obligor, the date of a request from the Facility Agent,

supply to the Facility Agent:

- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
- (B) any withholding statement or other document, authorisation or waiver as the Facility Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

(f) The Facility Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.

(g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Facility Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Facility Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Facility Agent). The Facility Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.

(h) The Facility Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Facility Agent shall not be liable for any action taken by it under or in connection with paragraph (e), (f) or (g) above.

SECTION 5. Conditions Precedent to the Initial Borrowing Date. The obligation of each Lender to make Loans on the Initial Borrowing Date is subject at the time of the making of such Loans to the satisfaction or (other than in the case of Sections 5.04, 5.05, 5.06 (other than delivery of the Share Charge Collateral), 5.07, 5.10, 5.11, 5.12 and 5.15) waiver of the following conditions:

5.01 Effective Date. On or prior to the Initial Borrowing Date, the Effective Date shall have occurred.

5.02 [Intentionally Omitted].

5.03 Corporate Documents; Proceedings; etc. On the Initial Borrowing Date, the Facility Agent shall have received a certificate, dated the Initial Borrowing Date, signed by the secretary or any assistant secretary of each Credit Party (or, to the extent such Credit Party does not have a secretary or assistant secretary, the analogous Person within such Credit Party), and attested to by an authorized officer, member or general partner of such Credit Party, as the case may be, in substantially the form of Exhibit D, with appropriate insertions, together with copies of the certificate of incorporation and by-laws (or equivalent organizational documents) of such Credit Party and the resolutions of such Credit Party referred to in such certificate.

5.04 Know Your Customer. On the Initial Borrowing Date, the Facility Agent, the Hermes Agent and the Lenders shall have been provided with all information requested in order to carry out and be reasonably satisfied with all necessary “know your customer” information required pursuant to the PATRIOT ACT and such other documentation and evidence necessary in order for the Lenders to carry out and be reasonably satisfied with other similar checks under all applicable laws and regulations pursuant to the Transaction and the Hermes Cover, in connection with each of the Facility Agent’s, the Hermes Agent’s and each Lender’s internal compliance regulations including, without limitation and to the extent required to comply with the “know your customer” requirements referred to above (i) specimen signatures of any person authorized to execute the Credit Documents and (ii) copies of the passports for each person identified in item (i).

5.05 Construction Contract and Other Material Agreements. On or prior to the Initial Borrowing Date, the Facility Agent shall have received a true, correct and complete copy of the Construction Contract, which shall be in full force and effect (and shall not have been cancelled pursuant to Article 14, Clause 11 of the Construction Contract), and all other material contracts in connection with the construction, supervision and acquisition of the Vessel that the Facility Agent may reasonably request and all such documents shall be reasonably satisfactory in form and substance to the Facility Agent (it being understood that the executed copy of the Construction Contract delivered to the Lead Arrangers prior to the Effective Date is satisfactory).

5.06 Share Charge. On the Initial Borrowing Date, the Pledgor shall have duly authorized, executed and delivered a Bermuda share charge for the Borrower substantially in the form of Exhibit F (as modified, supplemented or otherwise modified from time to time, the “Share Charge”) or otherwise reasonably satisfactory to the Lead Arrangers, together with the Share Charge Collateral.

5.07 Assignment of Contracts. On the Initial Borrowing Date, the Borrower shall have duly authorized, executed and delivered a valid and effective assignment by way of security in favor of the Collateral Agent of all of the Borrower’s present and future interests in and benefits under (x) the Construction Contract, (y) each Refund Guarantee and (z) the Construction Risk Insurance (it being understood that the Borrower will use commercially reasonable efforts to have the underwriters of the Construction Risk Insurance accept and endorse on such insurance policy a loss payable clause substantially in the form set forth in Part 3 of Schedule 2 to the Assignment of Contracts (as defined below), and it being further understood that certain of the Refund Guarantee and none of the Construction Risk Insurances will have been issued on the Initial Borrowing Date), which assignment shall be substantially in

the form of Exhibit J hereto or otherwise reasonably acceptable to the Lead Arrangers and the Borrower and customary for transactions of this type, along with appropriate notices and consents relating thereto (to the extent incorporated into or required pursuant to such Exhibit or otherwise agreed by the Borrower and the Facility Agent), including, without limitation, those acknowledgments, notices and consents listed on Schedule 5.07 (as modified, supplemented or amended from time to time, the "Assignment of Contracts") provided that, if any Refund Guarantee issued to the Borrower on the Initial Borrowing Date shall have been issued by KfW IPEX-Bank GmbH, then such Refund Guarantee shall be charged pursuant to a duly authorized, executed and delivered, valid and effective charge of any such Refund Guarantee in the form of Exhibit Q hereto or otherwise in a form reasonably acceptable to the Lead Arrangers and the Borrower and customary for transactions of this type, along with appropriate notices and consents relating thereto (to the extent incorporated into or required pursuant to such Exhibit or otherwise agreed by the Borrower and the Facility Agent) (as modified, supplemented or amended from time to time, the "Charge of KfW Refund Guarantees").

5.08 [Intentionally Omitted]

5.09 Process Agent. On or prior to the Initial Borrowing Date, the Facility Agent shall have received satisfactory evidence from the Parent, the Borrower and any other applicable Credit Party that they have each appointed an agent in London for the service of process or summons in relation to each of the Credit Documents.

5.10 Opinions of Counsel.

(a) On the Initial Borrowing Date, the Facility Agent shall have received from Paul, Weiss, Rifkind, Wharton & Garrison LLP (or another counsel reasonably acceptable to the Lead Arrangers), special New York counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, substantially in the form set forth in Exhibit 1 of Schedule 5.10.

(b) On the Initial Borrowing Date, the Facility Agent shall have received from Cox Hallett Wilkinson Limited (or another counsel reasonably acceptable to the Lead Arrangers), special Bermuda counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, substantially in the form set forth in Exhibit 2 of Schedule 5.10.

(c) On the Initial Borrowing Date, the Facility Agent shall have received from Norton Rose Fulbright LLP (or another counsel reasonably acceptable to the Lead Arrangers), special English counsel to the Facility Agent for the benefit of the Lead Arrangers, an opinion addressed to the Facility Agent (for itself and on behalf of the Lenders) and the Collateral Agent (for itself and on behalf of the Secured Creditors) dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date or otherwise reasonably satisfactory to the Lead Arrangers substantially in the form set forth in Exhibit 3 of Schedule 5.10.

(d) On the Initial Borrowing Date if required by any New Lender, the Facility Agent shall have received from Norton Rose Fulbright LLP (or another counsel reasonably acceptable to the Lead Arrangers), special German counsel to the Facility Agent for the benefit of the Lead Arrangers, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Exhibit 4 of Schedule 5.10.

(e) On the Initial Borrowing Date, the Facility Agent shall have received from Holland & Knight LLP (or another counsel reasonably acceptable to the Lead Arrangers), special Florida counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, substantially in the form set forth in Exhibit 5 of Schedule 5.10.

5.11 KfW Refinancing. On or prior to the Initial Borrowing Date and to the extent that the Initial Syndication Date has occurred, either:

(a) the definitive credit documentation related to the KfW Refinancing (including, without limitation, the Interaction Agreement) shall have been duly executed and delivered by the parties thereto and shall be reasonably satisfactory to KfW and the Refinanced Banks, and the KfW Refinancing shall be effective in accordance with its terms; or

(b) any Lender which is not a Refinanced Bank but wishes to benefit from an Interest Make-Up Agreement shall have duly executed and delivered an Interest Make-Up Agreement.

5.12 Equity Payment. On the Initial Borrowing Date, the Facility Agent shall have received evidence, in form and substance reasonably satisfactory to the Facility Agent, that the Borrower shall have funded from cash on hand an amount equal to 0.4% of the Initial Construction Price for the Vessel.

5.13 Financing Statements. On the Initial Borrowing Date, the Collateral Agent, in consultation with the Credit Parties, shall have:

(a) prepared and filed proper financing statements (Form UCC-1 or the equivalent) fully prepared for filing under the UCC or in other appropriate filing offices of each jurisdiction as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Share Charge, the Assignment of Contracts and if applicable, the Charge of KfW Refund Guarantees; and

(b) received certified copies of lien search results (Form UCC-11) listing all effective financing statements that name each Credit Party as debtor and that are filed in the District of Columbia and Florida, together with Form UCC-3 Termination Statements (or such other termination statements as shall be required by local law) fully prepared for filing if required by applicable laws for any

financing statement which covers the Collateral except to the extent evidencing Permitted Liens.

5.14 Security Trust Deed. On the Initial Borrowing Date and to the extent that the Initial Syndication Date has occurred, the Security Trust Deed shall have been executed by the parties thereto and shall be in full force and effect.

5.15 Hermes Cover. On the Initial Borrowing Date, (x) the Facility Agent shall have received evidence from the Hermes Agent that the Hermes Cover is in full force and effect on terms acceptable to the Lead Arrangers (it being understood that each Lead Arranger shall have confirmed to the Hermes Agent that the terms of the Hermes Cover are acceptable), and all due and owing Hermes Premium and Hermes Issuing Fees to be paid in connection therewith shall have been paid in full, which the Borrower hereby agrees to pay, provided it is understood and agreed that the Hermes Cover shall have been granted as soon as the Hermes Agent and/or the Facility Agent receives the Declaration of Guarantee (*Gewährleistungs-Erklärung*) from Hermes and (y) all Loans and other financing to be made pursuant hereto shall be in material compliance with the Hermes Cover and all applicable requirements of law or regulation.

SECTION 6. Conditions Precedent to each Borrowing Date. The obligation of each Lender to make Loans on each Borrowing Date is subject at the time of the making of such Loans to the satisfaction or (other than in the case of Sections 6.01, 6.02, 6.03, 6.04, 6.06 and 6.07) waiver of the following conditions:

6.01 No Default; Representations and Warranties. At the time of each Borrowing and also after giving effect thereto (i) there shall exist no Default or Event of Default and (ii) all representations and warranties contained herein or in any other Credit Document shall be true and correct in all material respects both before and after giving effect to such Borrowing with the same effect as though such representations and warranties had been made on the Borrowing Date in respect of such Borrowing (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date).

6.02 Consents. On or prior to each Borrowing Date, all necessary governmental (domestic and foreign) and material third party approvals and/or consents in connection with the Construction Contract, any Refund Guarantee (to the extent issued on or prior to such Borrowing Date), the Vessel and the other transactions contemplated hereby (except to the extent specifically addressed in other sections of Section 5 or this Section 6) shall have been obtained and remain in effect. On each Borrowing Date, there shall not exist any judgment, order, injunction or other restraint issued or filed or a hearing seeking injunctive relief or other restraint pending or notified prohibiting or imposing materially adverse conditions upon this Agreement, the Transaction or the other transactions contemplated by the Credit Documents.

6.03 Refund Guarantees. On (x) the Initial Borrowing Date, the Refund Guarantee for the Pre-delivery Installment to be paid on the Initial Borrowing Date shall have been issued and assigned to the Collateral Agent pursuant to an Assignment of Contracts (or, if such Refund Guarantee is issued by KfW IPEX Bank GmbH, the Charge of KfW Refund

Guarantees) and (y) each other Borrowing Date (other than the Borrowing Date in relation to the Delivery Date), each additional Refund Guarantee that has been issued since the Initial Borrowing Date shall have been assigned to the Collateral Agent by delivering a supplement to the relevant schedule to the Assignment of Contracts (or, in the case of Refund Guarantees issued by KfW IPEX Bank GmbH, or supplement to the relevant schedule of the Charge of KfW Refund Guarantees) to the Collateral Agent with the updated information, in each case along with (to the extent incorporated into the Assignment of Contracts) an appropriate notice and consent relating thereto, and the Lead Arrangers shall have received reasonably satisfactory evidence to such effect. Each Refund Guarantee shall secure a principal amount equal to (i) the amount of the corresponding Pre-delivery Installment to be paid by the Borrower to the Yard minus (ii) the amount paid by the Yard to the Borrower in respect of the corresponding Pre-delivery Installment under Article 8, Clause 2.8 (i), (ii), (iii) or (iv), as the case may be, of the Construction Contract pursuant to the terms of each Refund Guarantee, and the Lead Arrangers shall have received reasonably satisfactory evidence to such effect.

6.04 Equity Payment. On each Borrowing Date on which the proceeds of Loans are being used to fund a payment under the Construction Contract, the Facility Agent shall have received evidence, in form and substance reasonably satisfactory to the Facility Agent, of the payment by the Borrower (other than from proceeds of Loans) of at least [\*] of each such amount then due on such Borrowing Date under the Construction Contract, it being agreed and acknowledged that where the Borrower makes an equity payment in excess of any of the minimum equity payments of [\*] referred to above, the subsequent minimum equity payment for future Borrowing Dates required may be reduced to take account of such over payment on a basis notified by the Borrower to the Facility Agent as long as at all times the Borrower continues to comply with the minimum equity requirements set out above.

6.05 Fees, Costs, etc. On each Borrowing Date, the Borrower shall have paid to the Agents, the Lead Arrangers and the Lenders all costs, fees, expenses (including, without limitation, reasonable fees and expenses of Norton Rose Fulbright LLP and local and maritime counsel and consultants) and other compensation contemplated hereby payable to the Agents, the Lead Arrangers and the Lenders or payable in respect of the transactions contemplated hereunder (including, without limitation, the KfW Refinancing), to the extent then due; provided that (i) any such costs, fees and expenses and other compensation shall have been invoiced to the Borrower at least three Business Days prior to such Borrowing Date and (ii) such costs, fees and expenses in respect of the initial syndication arising at the time of the Initial Syndication Date (including in respect of any KfW Refinancing or any Interest Make-Up Agreement but subject to Section 14.01) shall include ongoing or recurring legal costs or expenses after the Effective Date where such legal costs or expenses are incurred in respect of the period falling 6 months after the Effective Date or such longer period as the Borrower may approve (such approval not to be unreasonably withheld).

6.06 Construction Contract. On each Borrowing Date, the Borrower shall have certified that all conditions and requirements under the Construction Contract required to be satisfied on such Borrowing Date, including in connection with the respective payment installments to be made to the Yard on such Borrowing Date, shall have been satisfied (including, but not limited to, the Borrower's payment to the Yard of the portion of the payment installment on the Vessel that is not being financed with proceeds of the Loans), other than

those that are not materially adverse to the Lenders, it being understood that any litigation between the Yard and the Parent and/or Borrower shall be deemed to be materially adverse to the Lenders.

6.07 Notice of Borrowing. Prior to the making of each Loan, the Facility Agent shall have received the Notice of Borrowing required by Section 2.03(a), with such Notice of Borrowing to be accompanied by a copy of the invoice from the Yard in respect of the relevant instalment under the Construction Contract which is to be funded by that Loan.

6.08 Solvency Certificate. On each Borrowing Date, Parent shall cause to be delivered to the Facility Agent a solvency certificate from a senior financial officer of Parent, in substantially the form of Exhibit K or otherwise reasonably acceptable to the Facility Agent, which shall be addressed to the Facility Agent and each of the Lenders and dated such Borrowing Date, setting forth the conclusion that, after giving effect to the transactions hereunder (including the incurrence of all the financing contemplated with respect thereto and the purchase of the Vessel), the Parent and its Subsidiaries, taken as a whole, are not insolvent and will not be rendered insolvent by the Indebtedness incurred in connection therewith, and will not be left with unreasonably small capital with which to engage in their respective businesses and will not have incurred debts beyond their ability to pay such debts as they mature.

6.09 Litigation. On each Borrowing Date, other than as set forth on Schedule 6.09, there shall be no actions, suits or proceedings (governmental or private) pending or, to the Parent or the Borrower's knowledge, threatened (i) with respect to this Agreement or any other Credit Document or (ii) which has had, or, if adversely determined, could reasonably be expected to have, a Material Adverse Effect.

The acceptance of the proceeds of each Loan shall constitute a representation and warranty by the Borrower to the Facility Agent and each of the Lenders that all of the applicable conditions specified in Section 5, this Section 6 and Section 7 applicable to such Loan have been satisfied as of that time.

SECTION 7. Conditions Precedent to the Delivery Date. The obligation of each Lender to make Loans on the Delivery Date is subject at the time of making such Loans to the satisfaction of the following conditions:

7.01 Delivery of Vessel. On the Delivery Date, the Vessel shall have been delivered in accordance with the terms of the Construction Contract, other than those changes that would not be materially adverse to the interests of the Lenders, and the Facility Agent shall have received (a) certified copies of the Delivery Documents (as such term is defined in the Construction Contract) required to be delivered by the Yard pursuant to Article 7, paragraph 1.3, clauses (i), (ii), (vii) and (viii) (and which, in the case of (vii) shall include details of all Permitted Change Orders) of the Construction Contract and (b) a copy of the written statement in respect of the Buyer's Allowance (as defined in the Construction Contract) referred to in Article 8, paragraph 2.8 (vii) of the Construction Contract as well as any details of any payment required to be made to the Borrower pursuant to Article 8, paragraph 2.8 (viii) of the Construction Contract.

7.02 Collateral and Guaranty Requirements. On or prior to the Delivery Date, the Collateral and Guaranty Requirements with respect to the Vessel shall have been satisfied or the Facility Agent shall have waived such requirements (other than the Specified Requirements) and/or conditioned such waiver on the satisfaction of such requirements within a specified period of time.

7.03 Evidence of [\*] Payment. On the Delivery Date, the Borrower shall have provided funding for an amount in the aggregate equal to the sum of at least (x) [\*] of the Initial Construction Price for the Vessel, (y) [\*] of the aggregate amount of Permitted Change Orders for the Vessel and (z) [\*] of the difference between the Final Construction Price and the Adjusted Construction Price for the Vessel (in each case, other than from proceeds of Loans) and the Facility Agent shall have received a certificate from the officer of the Borrower to such effect.

7.04 Hermes Compliance: Compliance with Applicable Laws and Regulations. On the Delivery Date, all Loans and other financing to be made pursuant hereto shall be in material compliance with all applicable requirements of law or regulation and the Hermes Cover.

(a) Opinion of Counsel. On the Delivery Date, the Facility Agent shall have received from Norton Rose Fulbright LLP (or another counsel reasonably acceptable to the Lead Arrangers), special English counsel to the Facility Agent for the benefit of the Lead Arrangers, an opinion addressed to the Facility Agent (for itself and on behalf of the Lenders) and the Collateral Agent (for itself and on behalf of the Secured Creditors) and each of the Lenders and dated as of the Delivery Date in substantially the form delivered to the Lenders pursuant to Section 5.10, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

(b) On the Delivery Date, the Facility Agent shall have received from Paul, Weiss, Rifkind, Wharton & Garrison LLP (or another counsel reasonably acceptable to the Lead Arrangers), special New York counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated as of the Delivery Date in substantially the form delivered to the Lenders pursuant to Section 5.10, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

(c) On the Delivery Date, the Facility Agent shall have received from Graham Thompson & Co. (or another counsel reasonably acceptable to the Lead Arrangers), special Bahamas counsel to the Credit Parties (or if the Vessel is not flagged in the Bahamas, counsel qualified in the jurisdiction of the flag of the Vessel and reasonably satisfactory to the Facility Agent), an opinion addressed to the Facility Agent and each of the Lenders and dated as of the Delivery Date in substantially the form delivered to the Lenders pursuant to Section 5.10, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

(d) On the Delivery Date, the Facility Agent shall have received from Cox Hallett Wilkinson Limited (or another counsel reasonably acceptable to the Lead Arrangers), special Bermuda counsel to the Credit Parties, an opinion addressed to the Facility Agent and

each of the Lenders and dated as of such Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

SECTION 8. Representations and Warranties. In order to induce the Lenders to enter into this Agreement and to make the Loans, the Borrower or each Credit Party, as applicable, makes the following representations and warranties, in each case on a daily basis, all of which shall survive the execution and delivery of this Agreement and the making of the Loans:

8.01 Entity Status. The Parent and each of the other Credit Parties (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted, (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (iii) is not a FATCA FFI or a U.S. Tax Obligor.

8.02 Power and Authority. Each of the Credit Parties has the power to enter into and perform this Agreement and those of the other Credit Documents to which it is a party and the transactions contemplated hereby and thereby and has taken all necessary action to authorize the entry into and performance of this Agreement and such other Credit Documents and such transactions. This Agreement constitutes legal, valid and binding obligations of the Parent and the Borrower enforceable in accordance with its terms and in entering into this Agreement and borrowing the Loans (in the case of the Borrower), the Parent and the Borrower are each acting on their own account. Each other Credit Document constitutes (or will constitute when executed) legal, valid and binding obligations of each Credit Party expressed to be a party thereto enforceable in accordance with their respective terms.

8.03 No Violation. The entry into and performance of this Agreement, the other Credit Documents and the transactions contemplated hereby and thereby do not and will not conflict with:

- (a) any law or regulation or any official or judicial order; or
- (b) the constitutional documents of any Credit Party; or
- (c) except as set forth on Schedule 8.03, any agreement or document to which any member of the NCLC Group is a party or which is binding upon such Credit Party or any of its assets, nor result in the creation or imposition of any Lien on a Credit Party or its assets pursuant to the provisions of any such agreement or document.

8.04 Governmental Approvals. Except for the filing of those Security Documents which require registration in the Federal Republic of Germany, the Bahamas, any state of the United States of America and/or with the Registrar of Companies in Bermuda, and

for the registration of the Vessel Mortgage through the Bahamas Maritime Authority (if the Vessel is flagged in the Bahamas) or such other relevant authority (if the Vessel is flagged in another Acceptable Flag Jurisdiction), all authorizations, approvals, consents, licenses, exemptions, filings, registrations, notarizations and other matters, official or otherwise, required in connection with the entry into, performance, validity and enforceability of this Agreement and each of the other Credit Documents and the transactions contemplated thereby have been obtained or effected and are in full force and effect except for matters in respect of (x) the Construction Risk Insurance and any Refund Guarantee (in each case only to the extent that such Collateral has not yet been delivered) and (y) Collateral to be delivered on the Delivery Date.

8.05 Financial Statements: Financial Condition. (a)(i) The audited consolidated balance sheets of the Parent and its Subsidiaries as at December 31, 2013 and the unaudited consolidated balance sheets of the Parent and its Subsidiaries as at March 31, 2014 and the related consolidated statements of operations and of cash flows for the fiscal years or quarters, as the case may be, ended on such dates, reported on by and accompanied by, in the case of the annual financial statements, an unqualified report from PricewaterhouseCoopers LLP, present fairly in all material respects the consolidated financial condition of the Parent and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years or quarters, as the case may be, then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein).

(ii) The pro forma consolidated balance sheet of the Parent and its Subsidiaries as of December 31, 2013 (after giving effect to the Transaction and the financing therefor), a copy of which has been furnished to the Lenders prior to the Initial Borrowing Date, presents a good faith estimate in all material respects of the pro forma consolidated financial position of the Parent and its Subsidiaries as of such date.

(b) Since December 31, 2013, nothing has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

8.06 Litigation. No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including but not limited to investigative proceedings) are current or pending or, to the Parent or the Borrower's knowledge, threatened, which might, if adversely determined, have a Material Adverse Effect.

8.07 True and Complete Disclosure. Each Credit Party has fully disclosed in writing to the Facility Agent all facts relating to such Credit Party which it knows or should reasonably know and which might reasonably be expected to influence the Lenders in deciding whether or not to enter into this Agreement.

8.08 Use of Proceeds. All proceeds of the Loans may be used only to finance (i) up to 80% of the Adjusted Construction Price of the Vessel and (ii) up to 100% of the Hermes Premium.

8.09 Tax Returns and Payments. The NCLC Group have complied with all taxation laws in all jurisdictions in which it is subject to Taxation and has paid all material Taxes due and payable by it; no material claims are being asserted against it with respect to Taxes, which might, if such claims were successful, have a material adverse effect on the ability of any Credit Party to perform its obligations under the Credit Documents or could otherwise be reasonably expected to have a Material Adverse Effect. As at the Effective Date all amounts payable by the Parent and the Borrower hereunder may be made free and clear of and without deduction for or on account of any Taxation in the Parent and the Borrower's jurisdiction.

8.10 No Material Misstatements. (a) All written information (other than the Projections, estimates and information of a general economic nature or general industry nature) (the "Information") concerning the Parent and its Subsidiaries, and the transactions contemplated hereby prepared by or on behalf of the foregoing or their representatives and made available to any Lenders or any Agent in connection with the transactions contemplated hereby, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Lenders or any Agent and as of the Effective Date and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made.

(b) The Projections and estimates and information of a general economic nature prepared by or on behalf of the Parent, the Borrower or any of their respective representatives and that have been made available to any Lenders or any Agent in connection with the transactions contemplated hereby (i) have been prepared in good faith based upon assumptions believed by the Parent, the Borrower to be reasonable as of the date thereof (it being understood that actual results may vary materially from the Projections), as of the date such Projections and estimates were furnished to the Lenders and as of the Effective Date, and (ii) as of the Effective Date, have not been modified in any material respect by the Parent or the Borrower.

8.11 The Security Documents. (a) None of the Collateral is subject to any Liens except Permitted Liens.

(b) The security interests created under the Share Charge in favor of the Collateral Agent, as pledgee, for the benefit of the Secured Creditors, constitute perfected security interests in the Share Charge Collateral described in the Share Charge, subject to no security interests of any other Person. No filings or recordings are required in order to perfect (or maintain the perfection or priority of) the security interests created in the Share Charge Collateral under the Share Charge other than with respect to that portion of the Share Charge Collateral constituting a "general intangible" under the UCC. The filings on Form UCC-1 made pursuant to the Share Charge will perfect a security interest in the Collateral covered by the Share Charge to the extent a security interest in such Collateral may be perfected by such filings.

(c) After the execution and registration thereof, the Vessel Mortgage will create, as security for the obligations purported to be secured thereby, a valid and enforceable perfected security interest in and mortgage lien on the Vessel in favor of the Collateral Agent (or

such other trustee as may be required or desired under local law) for the benefit of the Secured Creditors, superior and prior to the rights of all third Persons (except that the security interest and mortgage lien created on the Vessel may be subject to the Permitted Liens related thereto) and subject to no other Liens (other than Permitted Liens related thereto).

(d) After the execution and delivery thereof and upon the taking of the actions mentioned in the immediately succeeding sentence, each of the Security Documents will create in favor of the Collateral Agent for the benefit of the Secured Creditors a legal, valid and enforceable fully perfected first priority security interest in and Lien on all right, title and interest of the Credit Parties party thereto in the Collateral described therein, subject only to Permitted Liens. Subject to Sections 7.02, 8.04 and this Section 8.11 and the definition of "Collateral and Guaranty Requirements," no filings or recordings are required in order to perfect the security interests created under any Security Document except for filings or recordings which shall have been made on or prior to the execution of such Security Document.

8.12 Capitalization. All the Capital Stock, as set forth on Schedule 8.12, in the Borrower and each other Credit Party (other than the Parent) is legally and beneficially owned directly or indirectly by the Parent and, except as permitted by Section 10.02, such structure shall remain so until the Maturity Date.

8.13 Subsidiaries. On and as of the Initial Borrowing Date, other than in respect of Dormant Subsidiaries (i) the Parent has no Subsidiaries other than those Subsidiaries listed on Schedule 8.13 which Schedule identifies the correct legal name, direct owner, percentage ownership and jurisdiction of organization of the Borrower and each such other Subsidiary on the date hereof, (ii) all outstanding shares of the Borrower and each other Subsidiary of the Parent have been duly and validly issued, are fully paid and non-assessable and have been issued free of preemptive rights, and (iii) neither the Borrower nor any Subsidiary of the Parent has outstanding any securities convertible into or exchangeable for its Capital Stock or outstanding any right to subscribe for or to purchase, or any options or warrants for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of or any calls, commitments or claims of any character relating to, its Capital Stock or any stock appreciation or similar rights.

8.14 Compliance with Statutes, etc. The Parent and each of its Subsidiaries is in compliance in all material respects with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except such noncompliances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.15 Winding-up, etc. None of the events contemplated in clauses (a), (b), (c), (d) or (e) of Section 11.05 has occurred with respect to any Credit Party.

8.16 No Default. No event has occurred which constitutes a Default or Event of Default under or in respect of any Credit Document to which any Credit Party is a party or by which the Parent or any of its Subsidiaries may be bound (including (inter alia) this Agreement) and no event has occurred which constitutes a default under or in respect of any agreement or

document to which any Credit Party is a party or by which any Credit Party may be bound, except to an extent as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.17 Pollution and Other Regulations. Each of the Credit Parties:

(a) is in compliance with all applicable federal, state, local, foreign and international laws, regulations, conventions and agreements relating to pollution prevention or protection of human health or the environment (including, without limitation, ambient air, surface water, ground water, navigable waters, water of the contiguous zone, ocean waters and international waters), including without limitation, laws, regulations, conventions and agreements relating to (i) emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous materials, oil, hazard substances, petroleum and petroleum products and by-products ("Materials of Environmental Concern") or (ii) Environmental Law;

(b) has all permits, licenses, approvals, rulings, variances, exemptions, clearances, consents or other authorizations required under applicable Environmental Law ("Environmental Approvals") and is in compliance with all Environmental Approvals required to operate its business as presently conducted or as reasonably anticipated to be conducted;

(c) has not received any notice, claim, action, cause of action, investigation or demand by any other person, alleging potential liability for, or a requirement to incur, investigatory costs, clean-up costs, response and/or remedial costs (whether incurred by a governmental entity or otherwise), natural resources damages, property damages, personal injuries, attorneys' fees and expenses or fines or penalties, in each case arising out of, based on or resulting from (i) the presence or release or threat of release into the environment of any Materials of Environmental Concern at any location, whether or not owned by such person or (ii) Environmental Claim,

(A) which is, or are, in each case, material; and

(B) there are no circumstances that may prevent or interfere with such full compliance in the future.

There are no Environmental Claims pending or threatened against any of the Credit Parties which the Parent or the Borrower, in its reasonable opinion, believes to be material.

There are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge or disposal of any Materials of Environmental Concern, that the Parent or the Borrower reasonably believes could form the basis of any bona fide material Environmental Claim against any of the Credit Parties.

8.18 Ownership of Assets. Except as permitted by Section 10.02, each member of the NCLC Group has good and marketable title to all its assets which is reflected in the audited accounts referred to in Section 8.05(a).

8.19 Concerning the Vessel. As of the Delivery Date, (a) the name, registered owner, official number, and jurisdiction of registration and flag of the Vessel shall be set forth on Schedule 8.19 (as updated from time to time by the Borrower pursuant to Section 9.13 with respect to flag jurisdiction, and otherwise (with respect to name, registered owner, official number and jurisdiction of registration) upon advance notice and in a manner that does not interfere with the Lenders' Liens on the Collateral, provided that each applicable Credit Party shall take all steps requested by the Collateral Agent to preserve and protect the Liens created by the Security Documents on the Vessel) and (b) the Vessel is and will be operated in material compliance with all applicable law, rules and regulations.

8.20 Citizenship. None of the Credit Parties has an establishment in the United Kingdom within the meaning of the Overseas Companies Regulation 2009 with the exception of the Parent or a place of business in the United States (in each case, except as already disclosed) or any other jurisdiction which requires any of the Security Documents to be filed or registered in that jurisdiction to ensure the validity of the Security Documents to which it is a party unless (x) all such filings and registrations have been made or will be made as provided in Sections 7.02, 8.04 and 8.11 and the definition of "Collateral and Guaranty Requirements" and (y) prompt notice of the establishment of such a place of business is given to the Facility Agent and the requirements set forth in Section 9.10 have been satisfied. The Borrower and each other Credit Party which owns or operates, or will own or operate, the Vessel at any time is, or will be, qualified to own and operate the Vessel under the laws of the Bahamas or such other jurisdiction in which the Vessel is permitted, or will be permitted, to be flagged in accordance with the terms of Section 9.13.

8.21 Vessel Classification. The Vessel is or will be as of the Delivery Date, classified in the highest class available for vessels of its age and type with a classification society listed on Schedule 8.21 hereto or another internationally recognized classification society reasonably acceptable to the Collateral Agent, free of any overdue conditions or recommendations.

8.22 No Immunity. None of the Credit Parties nor any of their respective assets enjoys any right of immunity (sovereign or otherwise) from set-off, suit or execution in respect of their obligations under this Agreement or any of the other Credit Documents or by any relevant or applicable law.

8.23 Fees, Governing Law and Enforcement. No fees or taxes, including, without limitation, stamp, transaction, registration or similar taxes, are required to be paid to ensure the legality, validity, or enforceability of this Agreement or any of the other Credit Documents other than recording taxes which have been, or will be, paid as and to the extent due. Under the laws of the Bahamas or any other jurisdiction where the Vessel is flagged, the choice of the laws of England as set forth in the Credit Documents which are stated to be governed by the laws of England is a valid choice of law, and the irrevocable submission by each Credit Party to jurisdiction and consent to service of process and, where necessary, appointment by such Credit Party of an agent for service of process, in each case as set forth in such Credit Documents, is legal, valid, binding and effective.

8.24 Form of Documentation. Each of the Credit Documents is in proper legal form (under the laws of England, the Bahamas, Bermuda and each other jurisdiction where the Vessel is flagged or where the Credit Parties are domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of each such Credit Document in England, the Bahamas and/or Bermuda it is not necessary that any Credit Document or any other document be filed or recorded with any court or other authority in England, the Bahamas and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8, as applicable.

8.25 Pari Passu or Priority Status. The claims of the Agents and the Lenders against the Parent or the Borrower under this Agreement will rank at least pari passu with the claims of all unsecured creditors of the Parent or the Borrower (other than claims of such creditors to the extent that they are statutorily preferred) and in priority to the claims of any creditor of the Parent or the Borrower who is also a Credit Party.

8.26 Solvency. The Credit Parties, taken as a whole, are and shall remain, after the advance to them of the Loans or any of such Loans, solvent in accordance with the laws of Bermuda, the United States, England and the Bahamas and in particular with the provisions of the Bankruptcy Code and the requirements thereof.

8.27 No Undisclosed Commissions. There are and will be no commissions, rebates, premiums or other payments by or to or on account of any Credit Party, their shareholders or directors in connection with the Transaction as a whole other than as disclosed to the Facility Agent or any other Agent in writing.

8.28 Completeness of Documentation. The copies of the Management Agreements, the Construction Contract, each Refund Guarantee, and to the extent applicable, the Supervision Agreement delivered to the Facility Agent are true and complete copies of each such document constituting valid and binding obligations of the parties thereto enforceable in accordance with their respective terms and no amendments thereto or variations thereof have been agreed nor has any action been taken by the parties thereto which would in any way render such document inoperative or unenforceable, unless replaced by a management agreement or management agreements, refund guarantees or, to the extent applicable, a supervision agreement, as the case may be, reasonably satisfactory to the Facility Agent.

8.29 Money Laundering. Any borrowing by the Borrower hereunder, and the performance of its obligations hereunder and under the other Security Documents, will be for its own account and will not, to the best of its knowledge, involve any breach by it of any law or regulatory measure relating to "money laundering" as defined in Article 1 of the Directive (2005/EC/60) of the European Parliament and of the Council of the European Communities.

SECTION 9. Affirmative Covenants. The Parent and the Borrower hereby covenant and agree that on and after the Initial Borrowing Date and until the Total Commitments have terminated and the Loans, together with interest, Commitment Commission and all other obligations incurred hereunder and thereunder, are paid in full (other than contingent indemnification and expense reimbursement claims for which no claim has been made):

9.01 Information Covenants. The Parent will provide to the Facility Agent (or will procure the provision of):

( a ) Quarterly Financial Statements. Within 60 days after the close of the first three fiscal quarters in each fiscal year of the Parent, the consolidated balance sheets of the Parent and its Subsidiaries as at the end of such quarterly accounting period and the related consolidated statements of operations and cash flows, in each case for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly accounting period, and in each case, setting forth comparative figures for the related periods in the prior fiscal year, all of which shall be certified by a financial officer of the Borrower, subject to normal year-end audit adjustments and the absence of footnotes;

(b) Annual Financial Statements. Within 120 days after the close of each fiscal year of the Parent, the consolidated balance sheets of the Parent and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of operations and changes in shareholders' equity and of cash flows for such fiscal year setting forth comparative figures for the preceding fiscal year and audited by independent certified public accountants of recognized international standing, together with an opinion of such accounting firm (which opinion shall not be qualified as to scope of audit or as to the status of the Parent as a going concern) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Parent and its Subsidiaries on a consolidated basis in accordance with GAAP;

( c ) Valuations. After the Delivery Date, together with delivery of the financial statements described in Section 9.01(b) for each fiscal year, and at any other time within 15 days of a written request from the Facility Agent, an appraisal report of recent date (but in no event earlier than 90 days before the delivery of such reports) from an Approved Appraiser or such other independent firm of shipbrokers or shipvaluers nominated by the Borrower and approved by the Facility Agent (acting on the instructions of the Required Lenders) or failing such nomination and approval, appointed by the Facility Agent (acting on such instructions) in its sole discretion (each such valuation and any other valuation obtained pursuant to this Section 9.01(c) shall be made without, unless reasonably required by the Facility Agent, physical inspection and on the basis of a sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing buyer and a willing seller without taking into account the benefit of any charterparty or other engagement concerning the Vessel), stating the then current fair market value of the Vessel. The appraisal obtained pursuant to the above provisions shall be treated as the fair market value of the Vessel for that period unless the Facility Agent (acting on the instructions of the Required Lenders) notifies the Borrower within 15 days of the receipt of this appraisal that it is not satisfied that such appraisal appropriately reflects the fair market value of the Vessel, in which case the Facility Agent shall be entitled to request that the Borrower obtains a second valuation from an Approved Appraiser, such second valuation to be obtained within 15 days of the receipt of the request for the same. Where any such second valuation is so requested, the fair market value of the Vessel shall be determined on the basis of the average of the two appraisals so obtained. All such appraisals shall be conducted by, and made at the expense of, the Borrower (it being understood that the Facility Agent may and, at the request of the Lenders, shall, upon prior written notice to the Borrower (which notice shall identify the names of the relevant appraisal firms), obtain such appraisals and that the cost of all such appraisals will be for

the account of the Borrower); provided that, unless an Event of Default shall then be continuing, in no event shall the Borrower be required to pay for appraisal reports from one or, if applicable, two appraisers on more than one occasion in any fiscal year of the Borrower, with the cost of any such reports in excess thereof to be paid by the Lenders on a pro rata basis;

( d ) Filings. Promptly, copies of all financial information, proxy materials and other information and reports, if any, which the Parent or any of its Subsidiaries shall file with the Securities and Exchange Commission (or any successor thereto);

( e ) Projections. (i) As soon as practicable (and in any event within 120 days after the close of each fiscal year), commencing with the fiscal year ending December 31, 2014, annual cash flow projections on a consolidated basis of the NCLC Group showing on a monthly basis advance ticket sales (for at least 12 months following the date of such statement) for the NCLC Group;

(ii) As soon as practicable (and in any event not later than January 31 of each fiscal year):

(x) a budget for the NCLC Group for such new fiscal year including a 12 month liquidity budget for such new fiscal year;

(y) updated financial projections of the NCLC Group for at least the next five years (including an income statement and quarterly break downs for the first of those five years); and

(z) an outline of the assumptions supporting such budget and financial projections including but without limitation any scheduled drydockings;

( f ) Officer's Compliance Certificates. As soon as practicable (and in any event within 60 days after the close of each of the first three quarters of its fiscal year and within 120 days after the close of each fiscal year), a statement signed by one of the Parent's financial officers substantially in the form of Exhibit M (commencing with the fiscal quarter ending September 30, 2014) and such other information as the Facility Agent may reasonably request;

( g ) Litigation. On a quarterly basis, details of any material litigation, arbitration or administrative proceedings affecting any Credit Party which are instituted and served, or, to the knowledge of the Parent or the Borrower, threatened (and for this purpose proceedings shall be deemed to be material if they involve a claim in an amount exceeding \$25,000,000 or the equivalent in another currency);

( h ) Notice of Event of Default. Promptly upon (i) any Credit Party becoming aware thereof (and in any event within three Business Days), notification of the occurrence of any Event of Default and (ii) the Facility Agent's request from time to time, a certificate stating whether any Credit Party is aware of the occurrence of any Event of Default;

( i ) Status of Foreign Exchange Arrangements. Promptly upon reasonable request from the Lead Arrangers through the Facility Agent, an update on the status of the Parent

and the Borrower's foreign exchange arrangements with respect to the Vessel and this Agreement; and

(j) Other Information. Promptly, such further information in its possession or control regarding its financial condition and operations and those of any company in the NCLC Group as the Facility Agent may reasonably request.

All accounts required under this Section 9.01 shall be prepared in accordance with GAAP and shall fairly represent in all material respects the financial condition of the relevant company.

9.02 Books and Records: Inspection. The Parent will keep, and will cause each of its Subsidiaries to keep, proper books of record and account in all material respects, in which materially proper and correct entries shall be made of all financial transactions and the assets, liabilities and business of the Parent and its Subsidiaries in accordance with GAAP. The Parent will, and will cause each of its Subsidiaries to, permit officers and designated representatives of the Facility Agent at the reasonable request of any Lead Arranger to visit and inspect, under guidance of officers of the Parent or such Subsidiary, any of the properties of the Parent or such Subsidiary, and to examine the books of account of the Parent or such Subsidiary and discuss the affairs, finances and accounts of the Parent or such Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all upon reasonable prior notice and at such reasonable times and intervals and to such reasonable extent as the Facility Agent at the reasonable request of any such Lead Arranger may reasonably request.

9.03 Maintenance of Property: Insurance. The Parent will (x) keep, and will procure that each of its Subsidiaries keeps, all of its real property and assets properly maintained and in existence and will comprehensively insure, and will procure that each of its Subsidiaries comprehensively insures, for such amounts and of such types as would be effected by prudent companies carrying on business similar to the Parent or its Subsidiaries (as the case may be) and (y) as of the Delivery Date, maintain (or cause the Borrower to maintain) insurance (including, without limitation, hull and machinery, war risks, loss of hire (if applicable), protection and indemnity insurance as set forth on Schedule 9.03 (the "Required Insurance") with respect to the Vessel at all times.

9.04 Corporate Franchises. The Parent will, and will cause each of its Subsidiaries to, do all such things as are necessary to maintain its corporate existence (except as permitted by Section 10.02) in good standing and will ensure that it has the right and is duly qualified to conduct its business as it is conducted in all applicable jurisdictions and will obtain and maintain all franchises and rights necessary for the conduct of its business, except, in the case of Subsidiaries that are not Credit Parties, to the extent that a failure to do so could not reasonably be expected to have a Material Adverse Effect.

9.05 Compliance with Statutes, etc. The Parent will, and will cause each of its Subsidiaries to, comply with all applicable statutes, regulations and orders of, and all applicable restrictions (including all laws and regulations relating to money laundering) imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the

ownership of its property, except such non-compliances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.06 Hermes Cover. (a) The terms and conditions of the Hermes Cover are incorporated herein and in so far as they impose terms, conditions and/or obligations on the Collateral Agent and/or the Facility Agent and/or the Hermes Agent and/or the Lenders in relation to the Borrower or any other Credit Party then such terms, conditions and obligations are binding on the parties hereto and further in the event of any conflict between the terms of the Hermes Cover and the terms hereof the terms of the Hermes Cover shall be paramount and prevail. For the avoidance of doubt, neither the Parent nor the Borrower has any interest or entitlement in the proceeds of the Hermes Cover. In particular, but without limitation, the Borrower shall pay any difference between the amount of the Loans drawn to pay the Hermes Premium, and the Hermes Premium.

(b) The Borrower shall at all times promptly pay all due and owing Hermes Premium.

9.07 End of Fiscal Years. The Parent and the Borrower will maintain their fiscal year ends as in effect on the Effective Date.

9.08 Performance of Credit Document Obligations. The Parent will, and will cause each of its Subsidiaries to, perform all of its obligations under the terms of each mortgage, indenture, security agreement and other debt instrument (including, without limitation, the Credit Documents) by which it is bound, except such non-performances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.09 Payment of Taxes. The Parent will pay and discharge, and will cause each of its Subsidiaries to pay and discharge, all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, might become a Lien not otherwise permitted under Section 10.01, provided that neither the Parent nor any of its Subsidiaries shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with generally accepted accounting principles.

9.10 Further Assurances. (a) The Borrower will, from time to time on being required to do so by the Facility Agent or the Hermes Agent, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the Facility Agent or the Hermes Agent (as the case may be) as the Facility Agent or the Hermes Agent may reasonably consider necessary for giving full effect to any of the Credit Documents or securing to the Agents and/or the Lenders or any of them the full benefit of the rights, powers and remedies conferred upon the Agents and/or the Lenders or any of them in any such Credit Document.

(b) The Borrower hereby authorizes the Collateral Agent to file one or more financing or continuation statements under the UCC (or any non-U.S. equivalent thereto), and amendments thereto, relative to all or any part of the Collateral without the signature of the Borrower, where permitted by law. The Collateral Agent will promptly send the Borrower a copy of any financing or continuation statements which it may file without the signature of the Borrower and the filing or recordation information with respect thereto.

(c) The Parent will cause each Subsidiary of the Parent which owns any direct interest in the Borrower promptly following such Subsidiary's acquisition of such interest, to execute and deliver a counterpart to the Share Charge and, in connection therewith, promptly execute and deliver all further instruments, and take all further action, that the Facility Agent may reasonably require (including, without limitation, the provision of officers' certificates, resolutions, good standing certificates and opinions of counsel, in each case to the reasonable satisfaction of the Facility Agent).

(d) If at any time the Borrower shall enter into a Supervision Agreement pursuant to the Construction Contract, the Borrower shall, substantially simultaneously therewith, duly authorize, execute and deliver a valid and effective first-priority legal assignment in favor of the Collateral Agent of all of the Borrower's present and future interests in and benefits under such Supervision Agreement, which such assignment shall be in form and substance reasonably acceptable to the Facility Agent, and customary for this type of transaction.

9.11 Ownership of Subsidiaries. Other than "director qualifying shares" and similar requirements, the Parent shall at all times directly or indirectly own 100% of the Capital Stock or other Equity Interests of the Borrower (except as permitted by Section 10.02).

9.12 Consents and Registrations. The Parent and the Borrower shall obtain (and shall, at the request of the Facility Agent, promptly furnish certified copies to the Facility Agent of) all such authorizations, approvals, consents, licenses and exemptions as may be required under any applicable law or regulation to enable it or any Credit Party to perform its obligations under, and ensure the validity or enforceability of, each of the Credit Documents and shall ensure that the same are promptly renewed from time to time and will also procure that the terms of the same are complied with at all times. Insofar as such filings or registrations have not been completed on or before the Initial Borrowing Date, the Borrower will procure the filing or registration within applicable time limits of each Security Document which requires filing or registration together with all ancillary documents required to preserve the priority and enforceability of the Security Documents.

9.13 Flag of Vessel. (a) The Borrower shall cause the Vessel to be registered under the laws and flag of the Bahamas or, provided that the requirements of a Flag Jurisdiction Transfer are satisfied, another Acceptable Flag Jurisdiction. Notwithstanding the foregoing, the Borrower may transfer the Vessel to an Acceptable Flag Jurisdiction pursuant to the requirements set forth in the definition of "Flag Jurisdiction Transfer".

(b) Except as permitted by Section 10.02, the Borrower will own the Vessel and will procure that the Vessel is traded within the NCLC Fleet from the Delivery Date until the Maturity Date.

(c) The Borrower will at all times engage a Manager to provide the commercial and technical management and crewing of the Vessel.

9.14 “Know Your Customer” and Other Similar Information. The Parent will, and will cause the Credit Parties, to provide (i) the “Know Your Customer” information required pursuant to the PATRIOT Act and applicable money laundering provisions and (ii) such other documentation and evidence necessary in order for the Lenders to carry out and be reasonably satisfied with other similar checks under all applicable laws and regulations pursuant to the Transaction and the Hermes Cover, in each case as requested by the Facility Agent, the Hermes Agent or any Lender in connection with each of the Facility Agent’s, the Hermes Agent’s and each Lender’s internal compliance regulations.

SECTION 10. Negative Covenants. The Parent and the Borrower hereby covenant and agree that on and after the Initial Borrowing Date and until all Commitments have terminated and the Loans, together with interest, Commitment Commission and all other Credit Document Obligations incurred hereunder and thereunder, are paid in full (other than contingent indemnification and expense reimbursement claims for which no claim has been made):

10.01 Liens. The Parent will not, and will not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien upon or with respect to any Collateral, whether now owned or hereafter acquired, or sell any such Collateral subject to an understanding or agreement, contingent or otherwise, to repurchase such Collateral (including sales of accounts receivable with recourse to the Parent or any of its Subsidiaries); provided that the provisions of this Section 10.01 shall not prevent the creation, incurrence, assumption or existence of the following (Liens described below are herein referred to as “Permitted Liens”):

(i) inchoate Liens for taxes, assessments or governmental charges or levies not yet due and payable or Liens for taxes, assessments or governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles;

(ii) Liens imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for Borrowed Money, such as carriers’, warehousemen’s, materialmen’s and mechanics’ liens and other similar Liens arising in the ordinary course of business, and (x) which do not in the aggregate materially detract from the value of the Collateral and do not materially impair the use thereof in the operation of the business of the Parent or such Subsidiary or (y) which are being contested in good faith by appropriate proceedings, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Collateral subject to any such Lien;

(iii) Liens in existence on the Effective Date which are listed, and the property subject thereto described, in Schedule 10.01, without giving effect to any renewals or extensions of such Liens, provided that the aggregate principal amount of the Indebtedness, if any, secured by such Liens does not increase from that amount outstanding on the Effective Date, less any repayments of principal thereof;

(iv) Liens created pursuant to the Security Documents including, without limitation, Liens created in relation to any Interest Rate Protection Agreement or Other Hedging Agreement;

(v) Liens arising out of judgments, awards, decrees or attachments with respect to which the Parent or any of its Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review, provided that the aggregate amount of all such judgments, awards, decrees or attachments shall not constitute an Event of Default under Section 11.09;

(vi) Liens in respect of seamen's wages which are not past due and other maritime Liens arising in the ordinary course of business up to an aggregate amount of \$10,000,000;

(vii) [Intentionally omitted]

(vii) Liens which rank after the Liens created by the Security Documents to secure the performance of bids, tenders, bonds or contracts; provided that (a) such bids, tenders, bonds or contracts directly relate to the Vessel, are incurred in the ordinary course of business and do not relate to the incurrence of Indebtedness for Borrowed Money, and (b) at any time outstanding, the aggregate amount of Liens under this clause (vii) shall not secure greater than \$25,000,000 of obligations.

In connection with the granting of Liens described above in this Section 10.01 by the Parent or any of its Subsidiaries, the Facility Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate by it in connection therewith (including, without limitation, by executing appropriate lien subordination agreements in favor of the holder or holders of such Liens, in respect of the item or items of equipment or other assets subject to such Liens).

10.02 Consolidation, Merger, Amalgamation, Sale of Assets, Acquisitions, etc. (a) The Parent will not, and will not permit any of its Subsidiaries to, wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation, or convey, sell, lease or otherwise dispose of all or substantially all of its property or assets, or make any Acquisitions, except that:

(i) any Subsidiary of the Parent (other than the Borrower) may merge, amalgamate or consolidate with and into, or be dissolved or liquidated into, the Parent or other Subsidiary of the Parent (other than the Borrower), so long as (x) in the case of any such merger, amalgamation, consolidation, dissolution or liquidation involving the Parent, the Parent is the surviving or continuing entity of any such merger, amalgamation, consolidation, dissolution or liquidation and (y) any security interests granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Documents in the assets of such Subsidiary shall remain in full force and effect and perfected (to at least the same extent as in effect immediately prior to such merger, amalgamation, consolidation, dissolution or liquidation) and all actions required to maintain said perfected status have been taken;

(ii) the Parent and any Subsidiary of the Parent may make dispositions of assets so long as such disposition is permitted pursuant to Section 10.02(b);

(iii) the Parent and any Subsidiary of the Parent (other than the Borrower) may make Acquisitions;provided that (x) the Parent provides evidence reasonably satisfactory to the Required Lenders that the Parent will be in compliance with the financial undertakings contained in Sections 10.06 to 10.09 after giving effect to such Acquisition on a pro forma basis and (y) no Default or Event of Default will exist after giving effect to such Acquisition; and

(iv) the Parent and any Subsidiary of the Parent (other than the Borrower) may establish new Subsidiaries.

(b) The Parent will not, and will not permit any other company in the NCLC Group to, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer, lease or otherwise dispose of all or a substantial part of its assets except that the following disposals shall not be taken into account:

(i) dispositions made in the ordinary course of trading of the disposing entity (excluding a disposition of the Vessel or other Collateral) including without limitation, the payment of cash as consideration for the purchase or acquisition of any asset or service or in the discharge of any obligation incurred for value in the ordinary course of trading;

(ii) dispositions of cash raised or borrowed for the purposes for which such cash was raised or borrowed;

(iii) dispositions of assets (other than the Vessel or other Collateral) owned by any member of the NCLC Group in exchange for other assets comparable or superior as to type and value;

(iv) a vessel (other than the Vessel or other Collateral) or any other asset owned by any member of the NCLC Group (other than the Borrower) may be sold, provided such sale is on a willing seller willing buyer basis at or about market rate and at arm's length subject always to the provisions of any loan documentation for the financing of such vessel or other asset;

(v) the Credit Parties may sell, lease or otherwise dispose of the Vessel or sell 100% of the Capital Stock of the Borrower, provided that such sale is made at fair market value, the Total Commitment is permanently reduced to \$0, and the Loans are repaid in full; and

(vi) Permitted Chartering Arrangements.

10.03 Dividends. (a) The Parent shall be entitled at any time to authorize, declare or pay any Dividends provided no Default is continuing or would occur as a result of the authorization, declaration or payment of any such Dividend at such time; provided that, notwithstanding the foregoing, the Parent may pay Dividends (i) to persons responsible for

paying the tax liability in respect of consolidated, combined, unitary or affiliated tax returns for each relevant jurisdiction of the NCLC Group, or (ii) to holders of the Parent's Capital Stock with respect to income taxable as a result of member of the NCLC Group being taxed as a pass-through entity for U.S. Federal, state and local income tax purposes or attributable to any member of the NCLC Group.

(b) Sub-clause (a) above does not apply to Subsidiaries of the Parent, who may therefore authorize, declare and pay Dividends to another member of the NCLC Group regardless of whether a Default exists at such time.

10.04 Advances, Investments and Loans. The Parent will not, and will not permit any other member of the NCLC Group to, purchase or acquire any margin stock (or other Equity Interests) or any other asset, or make any capital contribution to or other investment in any other Person (each of the foregoing an "Investment" and, collectively, "Investments"), in each case either in a single transaction or in a series of transactions (whether related or not), except that the following shall be permitted:

- (i) Investments on arm's length terms;
- (ii) Investments for its use in its ordinary course of business;
- (iii) Investments the cost of which is less than or equal to its fair market value at the date of acquisition; and
- (iv) Investments permitted by Section 10.02.

10.05 Transactions with Affiliates. (a) The Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of such Person (each of the foregoing, an "Affiliate Transaction") involving aggregate consideration in excess of \$10,000,000, unless such Affiliate Transaction is on terms that are not materially less favorable to the Parent or any Subsidiary of the Parent than those that could have been obtained in a comparable transaction by such Person with an unrelated Person.

(b) The provisions of Section 10.05(a) shall not apply to the following:

- (i) transactions between or among the Parent and/or any Subsidiary of the Parent (or an entity that becomes a Subsidiary of the Parent as a result of such transaction) and any merger, consolidation or amalgamation of the Parent or any Subsidiary of the Parent and any direct parent of the Parent, any Subsidiary of the Parent or, in the case of a Subsidiary of the Parent, the Parent; provided that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and the Capital Stock of the Parent or such Subsidiary of the Parent, as the case may be, and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Agreement and effected for a bona fide business purpose;

- (ii) Dividends permitted by Section 10.03 and Investments permitted by Section 10.04;
- (iii) the payment of reasonable and customary fees and reimbursement of expenses paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Parent or any Subsidiary of the Parent, any direct or indirect parent of the Parent;
- (iv) payments by the Parent or any Subsidiary of the Parent to a Permitted Holder made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including, without limitation, in connection with acquisitions or divestitures, which payments are approved by a majority of the board of directors of the Parent in good faith;
- (v) any agreement to pay, and the payment of, monitoring, management, transaction, advisory or similar fees (A) in an aggregate amount in any fiscal year not to exceed the sum of (1) the greater of (i) 1% of Consolidated EBITDA of the Parent and (ii) \$9,000,000, plus reasonable out of pocket costs and expenses in connection therewith and unpaid amounts accrued for prior periods; plus (2) any deferred fees (to the extent such fees were within such amount in clause (A)(1) above originally), plus (B) 2.0% of the value of transactions with respect to which an Affiliate provides any transaction, advisory or other services;
- (vi) transactions in which the Parent or any Subsidiary of the Parent, as the case may be, delivers to the Facility Agent a letter from an independent financial advisor stating that such transaction is fair to the Parent or any Subsidiary of the Parent, as the case may be, from a financial point of view or meets the requirements of Section 10.05(a);
- (vii) payments or loans (or cancellation of loans) to officers, directors, employees or consultants which are approved by a majority of the board of directors of the Parent in good faith;
- (viii) any agreement as in effect as of the Effective Date or any amendment thereto (so long as any such agreement together with all amendments thereto, taken as a whole, is not more disadvantageous to the Lenders in any material respect than the original agreement as in effect on the Effective Date) or any transaction contemplated thereby as determined in good faith by the Parent;
- (ix) (A) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Parent and its Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Parent, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party or (B) transactions with

joint ventures or Subsidiaries of the Parent entered into in the ordinary course of business and consistent with past practice or industry norm;

- (x) the issuance of Equity Interests (other than Disqualified Stock) of the Parent to any Person;
- (xi) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Parent or any direct or indirect parent of the Issuer or of a Subsidiary of the Parent, as appropriate, in good faith;
- (xii) any contribution to the capital of the Parent;
- (xiii) transactions between the Parent or any Subsidiary of the Parent and any Person, a director of which is also a director of the Parent or a Subsidiary of the Parent or any direct or indirect parent of the Parent; provided, however, that such director abstains from voting as a director of the Parent or a Subsidiary of the Parent or such direct or indirect parent, as the case may be, on any matter involving such other Person;
- (xiv) pledges of Equity Interests of Subsidiaries of the Parent (other than the Borrower);
- (xv) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business;
- (xvi) any employment agreements entered into by the Parent or any Subsidiary of the Parent in the ordinary course of business; and
- (xvii) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Parent in an officer's certificate) for the purpose of improving the consolidated tax efficiency of the Parent and its Subsidiaries and not for the purpose of circumventing any provision set forth in this Agreement.

10.06 Free Liquidity. The Parent will not permit the Free Liquidity to be less than \$50,000,000 at any time.

10.07 Total Net Funded Debt to Total Capitalization. The Parent will not permit the ratio of Total Net Funded Debt to Total Capitalization to be greater than 0.70:1.00 at any time.

10.08 Collateral Maintenance. The Borrower will not permit the Appraised Value of the Vessel (such value, the "Vessel Value") to be less than 125% of the aggregate outstanding principal amount of Loans at such time; provided that, so long as any non-compliance in respect of this Section 10.08 is not caused by a voluntary Collateral Disposition, such non-compliance shall not constitute a Default or an Event of Default so long as within 10

Business Days of the occurrence of such default, the Borrower shall either (i) post additional collateral reasonably satisfactory to the Required Lenders in favor of the Collateral Agent (it being understood that cash collateral comprised of Dollars is satisfactory and that it shall be valued at par), pursuant to security documentation reasonably satisfactory in form and substance to the Collateral Agent and the Lead Arrangers, in an aggregate amount sufficient to cure such non-compliance (and shall at all times during such period and prior to satisfactory completion thereof, be diligently carrying out such actions) or (ii) repay Loans in an amount sufficient to cure such non-compliance; provided, further, that, subject to the last sentence in Section 9.01(c), the covenant in this Section 10.08 shall be tested no more than once per calendar year beginning with the first calendar year end to occur after the Delivery Date in the absence of the occurrence of an Event of Default which is continuing.

10.09 Consolidated EBITDA to Consolidated Debt Service. The Parent will not permit the ratio of Consolidated EBITDA to Consolidated Debt Service for the NCLC Group at the end of any fiscal quarter, computed for the period of the four consecutive fiscal quarters ending as at the end of the relevant fiscal quarter, to be less than 1.25:1.00 unless the Free Liquidity of the NCLC Group at all times during such period of four consecutive fiscal quarters ending as at the end of such fiscal quarter was equal to or greater than \$100,000,000.

10.10 Business: Change of Name. The Parent will not, and will not permit any of its Subsidiaries to, change its name, change its address as indicated on Schedule 14.03A to an address outside the State of Florida, or make or threaten to make any substantial change in its business as presently conducted or cease to perform its current business activities or carry on any other business which is substantial in relation to its business as presently conducted if doing so would imperil the security created by any of the Security Documents or affect the ability of the Parent or its Subsidiaries to duly perform its obligations under any Credit Document to which it is or may be a party from time to time (it being understood that name changes and changes of address to an address outside the State of Florida shall be permitted so long as new, relevant Security Documents are executed and delivered (and if necessary, recorded) in a form reasonably satisfactory to the Collateral Agent), in each case in the reasonable opinion of the Facility Agent; provided that any new leisure or hospitality venture embarked upon by any member of the NCLC Group (other than the Parent) shall not constitute a substantial change in its business.

10.11 Subordination of Indebtedness. Other than the Sky Vessel Indebtedness, (i) the Parent shall procure that any and all of its Indebtedness with any other Credit Party and/or any shareholder of the Parent is at all times fully subordinated to the Credit Document Obligations and (ii) the Parent shall not make or permit to be made any repayments of principal, payments of interest or of any other costs, fees, expenses or liabilities arising from or representing Indebtedness with any shareholder of the Parent. Upon the occurrence of an Event of Default, the Parent shall not make any repayments of principal, payments of interest or of any other costs, fees, expenses or liabilities arising from or representing Indebtedness with any other Credit Party (including, for the avoidance of doubt, the Sky Vessel Indebtedness); provided that, notwithstanding anything set forth in this Agreement to the contrary, the consent of the Lenders will be required for any (I) prepayment of the Sky Vessel Indebtedness in advance of the scheduled repayments set forth in the memorandum of agreement referred to in the definition of Sky Vessel Indebtedness and (II) amendment to the memorandum of

agreement referred to in the definition of Sky Vessel Indebtedness to the extent that such amendment involves a material change to terms of the financing arrangements set forth therein that is adverse to the interests of either the Parent or the Lenders (including, without limitation, any change that is adverse to the interests of either the Parent or the Lenders (i) in the timing and/or schedule of repayment applicable to such financing arrangements by more than five Business Days or (ii) in the interest rate applicable to such financing arrangements).

10.12 Activities of Borrower, etc. The Parent will not permit the Borrower to, and the Borrower will not:

- (i) issue or enter into any guarantee or indemnity or otherwise become directly or contingently liable for the obligations of any other Person, other than in the ordinary course of its business as owner of the Vessel;
- (ii) incur any Indebtedness other than under the Credit Documents or other than in the ordinary course of its business as owner of the Vessel; and
- (iii) engage in any business or own any significant assets or have any material liabilities other than (i) its ownership of the Vessel and (ii) those liabilities which it is responsible for under this Agreement and the other Credit Documents to which it is a party, provided that the Borrower may also engage in those activities that are incidental to (x) the maintenance of its existence in compliance with applicable law and (y) legal, tax and accounting matters in connection with any of the foregoing activities.

10.13 Material Amendments or Modifications of Construction Contracts. The Parent will not, and will not permit any of its Subsidiaries to, make any material amendments, modifications or changes to any term or provision of the Construction Contract that would amend, modify or change (i) the purpose of the Vessel or (ii) the Initial Construction Price in excess of 7.5% in the aggregate, in each case unless such amendment, modification or change is approved in advance by the Facility Agent and the Hermes Agent and the same could not reasonably be expected to be adverse to the interests of the Lenders or the Hermes Cover.

10.14 No Place of Business. None of the Credit Parties shall establish a place of business in the United Kingdom or the United States of America, with the exception of those places of business already in existence on the Effective Date, unless prompt notice thereof is given to the Facility Agent and the requirements set forth in Section 9.10 have been satisfied.

SECTION 11. Events of Default. Upon the occurrence of any of the following specified events (each an "Event of Default"):

11.01 Payments. The Borrower or any other Credit Party does not pay on the due date any amount of principal or interest on any Loan provided, however, that if any such amount is not paid when due solely by reason of some error or omission on the part of the bank or banks through whom the relevant funds are being transmitted no Event of Default shall occur for the purposes of this Section 11.01 until the expiry of three Business Days following the date on which such payment is due) or, within three days of the due date any other amount, payable by it under any Credit Document to which it may at any time be a party, at the place and in the currency in which it is expressed to be payable; or

11.02 Representations, etc. Any representation, warranty or statement made or repeated in, or in connection with, any Credit Document or in any accounts, certificate, statement or opinion delivered by or on behalf of any Credit Party thereunder or in connection therewith is materially incorrect when made or would, if repeated at any time hereafter by reference to the facts subsisting at such time, no longer be materially correct; or

11.03 Covenants. Any Credit Party shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(h), Section 9.06, Section 9.11, or Section 10 or (ii) default in the due performance or observance by it of any other term, covenant or agreement contained in this Agreement or any other Credit Document and, in the case of this clause (ii), such default shall continue unremedied for a period of 30 days after written notice to the Borrower by the Facility Agent or any of the Lenders; or

11.04 Default Under Other Agreements. (a) Any event of default occurs under any financial contract or financial document relating to any Indebtedness of any member of the NCLC Group;

(b) Any such Indebtedness or any sum payable in respect thereof is not paid when due (after the expiry of any applicable grace period(s)) whether by acceleration or otherwise;

(c) Any Lien over any assets of any member of the NCLC Group becomes enforceable; or

(d) Any other Indebtedness of any member of the NCLC Group is not paid when due or is or becomes capable of being declared due prematurely by reason of default or any security for the same becomes enforceable by reason of default,

provided that:

(i) it shall not be a Default or Event of Default under this Section 11.04 unless the principal amount of the relevant Indebtedness as described in preceding clauses (a) through (d), inclusive, exceeds \$15,000,000;

(ii) no Event of Default will arise under clauses (a), (c) and/or (d) until the earlier of (x) 30 days following the occurrence of the related event of default, Lien becoming enforceable or Indebtedness becoming capable of being declared due prematurely, as the case may be, and (y) the acceleration of the relevant Indebtedness or the enforcement of the relevant Lien; and

(iii) if at any time hereafter the Parent or any other member of the NCLC Group agrees to the incorporation of a cross default provision into any financial contract or financial document relating to any Indebtedness that is more onerous than this Section 11.04, then the Parent shall immediately notify the Facility Agent and that cross default provision shall be deemed to apply to this Agreement as if set out in full herein with effect from the date of such financial contract or financial document and during the term of that financial contract or financial document; or

11.05 Bankruptcy, etc. (a) Other than as expressly permitted in Section 10, any order is made or an effective resolution passed or other action taken for the suspension of payments or dissolution, termination of existence, liquidation, winding-up or bankruptcy of any member of the NCLC Group; or

(b) Any member of the NCLC Group shall commence a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against any member of the NCLC Group, and the petition is not dismissed within 45 days after the filing thereof, provided, however, that during the pendency of such period, each Lender shall be relieved of its obligation to extend credit hereunder; or a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of any member of the NCLC Group, to operate all or any substantial portion of the business of any member of the NCLC Group, or any member of the NCLC Group commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to any member of the NCLC Group, or there is commenced against any member of the NCLC Group any such proceeding which remains undischarged for a period of 45 days after the filing thereof, or any member of the NCLC Group is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or any member of the NCLC Group makes a general assignment for the benefit of creditors; or any Company action is taken by any member of the NCLC Group for the purpose of effecting any of the foregoing; or

(c) A liquidator (subject to Section 11.05(e)), trustee, administrator, receiver, manager or similar officer is appointed in respect of any member of the NCLC Group or in respect of all or any substantial part of the assets of any member of the NCLC Group and in any such case such appointment is not withdrawn within 30 days (in this Section 11.05, the "Grace Period") unless the Facility Agent considers in its sole discretion that the interest of the Lenders and/or the Agents might reasonably be expected to be adversely affected in which event the Grace Period shall not apply; or

(d) Any member of the NCLC Group becomes or is declared insolvent or is unable, or admits in writing its inability, to pay its debts as they fall due or becomes insolvent within the terms of any applicable law; or

(e) Anything analogous to or having a substantially similar effect to any of the events specified in this Section 11.05 shall have occurred under the laws of any applicable jurisdiction (subject to the analogous grace periods set forth herein); or

11.06 Total Loss. An Event of Loss shall occur resulting in the actual or constructive total loss of the Vessel or the agreed or compromised total loss of the Vessel and the proceeds of the insurance in respect thereof shall not have been received within 150 days of the event giving rise to such Event of Loss; or

11.07 Security Documents. At any time after the execution and delivery thereof, any of the Security Documents shall cease to be in full force and effect, or shall cease

to give the Collateral Agent for the benefit of the Secured Creditors the Liens, rights, powers and privileges purported to be created thereby (including, without limitation, a perfected security interest in, and Lien on, all of the material Collateral), in favor of the Collateral Agent, superior to and prior to the rights of all third Persons (except in connection with Permitted Liens), and subject to no other Liens (except Permitted Liens), or any "event of default" (as defined in the Vessel Mortgage) shall occur in respect of the Vessel Mortgage; or

11.08 Guaranties. (a) The Parent Guaranty, or any provision thereof, shall cease to be in full force or effect as to the Parent, or the Parent (or any Person acting by or on behalf of the Parent) shall deny or disaffirm the Parent's obligations under the Parent Guaranty; or

(b) After the execution and delivery thereof, the Hermes Cover, or any material provision thereof, shall cease to be in full force or effect, or Hermes (or any Person acting by or on behalf of the Parent or the Hermes Agent) shall deny or disaffirm Hermes' obligations under the Hermes Cover; or

11.09 Judgments. Any distress, execution, attachment or other process affects the whole or any substantial part of the assets of any member of the NCLC Group and remains undischarged for a period of 21 days or any uninsured judgment in excess of \$15,000,000 following final appeal remains unsatisfied for a period of 30 days in the case of a judgment made in the United States and otherwise for a period of 60 days; or

11.10 Cessation of Business. Subject to Section 10.02, any member of the NCLC Group shall cease to carry on all or a substantial part of its business; or

11.11 Revocation of Consents. Any authorization, approval, consent, license, exemption, filing, registration or notarization or other requirement necessary to enable any Credit Party to comply with any of its obligations under any of the Credit Documents to which it is a party shall have been materially adversely modified, revoked or withheld or shall not remain in full force and effect and within 90 days of the date of its occurrence such event is not remedied to the satisfaction of the Required Lenders and the Required Lenders consider in their sole discretion that such failure is or might be expected to become materially prejudicial to the interests, rights or position of the Agents and the Lenders or any of them; provided that the Borrower shall not be entitled to the aforesaid 90 day period if the modification, revocation or withholding of the authorization, approval or consent is due to an act or omission of any Credit Party and the Required Lenders are satisfied in their sole discretion that the interests of the Agents or the Lenders might reasonably be expected to be materially adversely affected; or

11.12 Unlawfulness. At any time it is unlawful or impossible for:

- (i) any Credit Party to perform any of its obligations under any Credit Document to which it is a party; or
- (ii) the Agents or the Lenders, as applicable, to exercise any of their rights under any of the Credit Documents;

provided that no Event of Default shall be deemed to have occurred (x) (except where the unlawfulness or impossibility adversely affects any Credit Party's payment obligations under this Agreement and/or the other Credit Documents (the determination of which shall be in the Facility Agent's sole discretion) in which case the following provisions of this Section 11.12 shall not apply) where the unlawfulness or impossibility prevents any Credit Party from performing its obligations (other than its payment obligations under this Agreement and the other Credit Documents) and is cured within a period of 21 days of the occurrence of the event giving rise to the unlawfulness or impossibility and the relevant Credit Party, within the aforesaid period, performs its obligation(s), and (y) where the Facility Agent and/or the Lenders, as applicable, could, in its or their sole discretion, mitigate the consequences of unlawfulness or impossibility in the manner described in Section 2.11(a) (it being understood that the costs of mitigation shall be determined in accordance with Section 2.11(a)); or

11.13 Insurances. The Borrower shall have failed to insure the Vessel in the manner specified in this Agreement or failed to renew the Required Insurance prior to the date of expiry thereof; or

11.14 Disposals. The Borrower or any other member of the NCLC Group shall have concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor with the intention of preferring such creditor over any other creditor; or

11.15 Government Intervention. The authority of any member of the NCLC Group in the conduct of its business shall be wholly or substantially curtailed by any seizure or intervention by or on behalf of any authority and within 90 days of the date of its occurrence any such seizure or intervention is not relinquished or withdrawn and the Facility Agent reasonably considers that the relevant occurrence is or might be expected to become materially prejudicial to the interests, rights or position of the Agents and/or the Lenders; provided that the Borrower shall not be entitled to the aforesaid 90 day period if the seizure or intervention executed by any authority is due to an act or omission of any member of the NCLC Group and the Facility Agent is satisfied, in its sole discretion, that the interests of the Agents and/or the Lenders might reasonably be expected to be materially adversely affected; or

11.16 Change of Control. A Change of Control shall occur; or

11.17 Material Adverse Change. Any event shall occur which results in a Material Adverse Effect; or

11.18 Repudiation of Construction Contract or other Material Documents. Any party to the Construction Contract, any Credit Document or any other material documents related to the Credit Document Obligations hereunder shall repudiate the Construction Contract, such Credit Document or such material document in any way;

then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Facility Agent, upon the written request of the Required Lenders

and after having informed the Hermes Agent of such written request, shall by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of any Agent or any Lender to enforce its claims against any Credit Party (provided that, if an Event of Default specified in Section 11.05 shall occur, the result which would occur upon the giving of written notice by the Facility Agent to the Borrower as specified in clauses (i) and (ii) below shall occur automatically without the giving of any such notice): (i) declare the Total Commitments terminated, whereupon all Commitments of each Lender shall forthwith terminate immediately and any Commitment Commission shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest in respect of all Loans and all Credit Document Obligations owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Credit Party; and (iii) enforce, as Collateral Agent, all of the Liens and security interests created pursuant to the Security Documents.

## SECTION 12. Agency and Security Trustee Provisions

### 12.01 Appointment and Declaration of Trust

(a) The Lenders hereby designate KfW IPEX Bank GmbH, as Facility Agent (for purposes of this Section 12, the term "Facility Agent" shall include KfW IPEX Bank GmbH (and/or any of its Affiliates) in its capacity as Collateral Agent under the Security Documents and as CIRRAgent) to act as specified herein and in the other Credit Documents. Each Lender hereby irrevocably authorizes the Agents to take such action on its behalf under the provisions of this Agreement, the other Credit Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agents by the terms hereof and thereof and such other powers as are reasonably incidental thereto. Each Agent may perform any of its duties hereunder by or through its respective officers, directors, agents, employees or affiliates and, may transfer from time to time any or all of its rights, duties and obligations hereunder and under the relevant Credit Documents (in accordance with the terms thereof) to any of its banking affiliates.

(b) With effect from the Initial Syndication Date, KfW IPEX Bank GmbH in its capacity as Collateral Agent pursuant to the Security Documents declares that it shall hold the Collateral in trust for the Secured Creditors. The Collateral Agent shall have the right to delegate a co-agent or sub-agent from time to time to perform and benefit from any or all of rights, duties and obligations hereunder and under the relevant Security Documents (in accordance with the terms thereof and of the Security Trust Deed) and, in the event that any such duties or obligations are so delegated, the Collateral Agent is hereby authorized to enter into additional Security Documents or amendments to the then existing Security Documents to the extent it deems necessary or advisable to implement such delegation and, in connection therewith, the Parent will, or will cause the relevant Subsidiary to, use its commercially reasonable efforts to promptly deliver any opinion of counsel that the Facility Agent may reasonably require to the reasonable satisfaction of the Facility Agent.

(c) The Lenders hereby designate KfW IPEX Bank GmbH, as Hermes Agent, which Agent shall be responsible for any and all communication, information and negotiation required with Hermes in relation to the Hermes Cover. All notices and other communications

provided to the Hermes Agent shall be mailed, telexed, telecopied, delivered or electronic mailed to the Notice Office of the Hermes Agent.

12.02 Nature of Duties. The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement and the Security Documents. None of the Agents nor any of their respective officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder, under any other Credit Document, under the Hermes Cover or in connection herewith or therewith, unless caused by such Person's gross negligence or willful misconduct (any such liability limited to the applicable Agent to whom such Person relates). The duties of each of the Agents shall be mechanical and administrative in nature; none of the Agents shall have by reason of this Agreement or any other Credit Document any fiduciary relationship in respect of any Lender; and nothing in this Agreement or any other Credit Document, expressed or implied, is intended to or shall be so construed as to impose upon any Agents any obligations in respect of this Agreement, any other Credit Document or the Hermes Cover except as expressly set forth herein or therein.

12.03 Lack of Reliance on the Agents. Independently and without reliance upon the Agents, each Lender, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Credit Parties in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith, (ii) its own appraisal of the creditworthiness of the Credit Parties and (iii) its own appraisal of the Hermes Cover and, except as expressly provided in this Agreement, none of the Agents shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. None of the Agents shall be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of this Agreement, any other Credit Document, the Hermes Cover or the financial condition of the Credit Parties or any of them or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, any other Credit Document, the Hermes Cover, or the financial condition of the Credit Parties or any of them or the existence or possible existence of any Default or Event of Default.

12.04 Certain Rights of the Agents. If any of the Agents shall request instructions from the Required Lenders with respect to any act or action (including failure to act) in connection with this Agreement, any other Credit Document or the Hermes Cover, the Agents shall be entitled to refrain from such act or taking such action unless and until the Agents shall have received instructions from the Required Lenders; and the Agents shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Agents as a result of any of the Agents acting or refraining from acting hereunder or under any other Credit Document in accordance with the instructions of the Required Lenders.

12.05 Reliance. Each of the Agents shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, email, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the applicable Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement, any other Credit Document, the Hermes Cover and its duties hereunder and thereunder, upon advice of counsel selected by the Facility Agent.

12.06 Indemnification. To the extent any of the Agents is not reimbursed and indemnified by the Borrower, the Lenders will reimburse and indemnify the applicable Agents, in proportion to their respective "percentages" as used in determining the Required Lenders (without regard to the existence of any Defaulting Lenders), for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agents in performing their respective duties hereunder or under any other Credit Document, in any way relating to or arising out of this Agreement or any other Credit Document; provided that no Lender shall be liable to an Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct.

12.07 The Agents in their Individual Capacities. With respect to its obligation to make Loans under this Agreement, each of the Agents shall have the rights and powers specified herein for a "Lender" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Lenders," "Secured Creditors", "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each of the Agents in their respective individual capacity. Each of the Agents may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Credit Party or any Affiliate of any Credit Party as if it were not performing the duties specified herein, and may accept fees and other consideration from the Borrower or any other Credit Party for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

12.08 Resignation by an Agent. (a) Any Agent may resign from the performance of all its functions and duties hereunder and/or under the other Credit Documents at any time by giving 15 Business Days' prior written notice to the Borrower and the Lenders. Such resignation shall take effect upon the appointment of a successor Agent pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon notice of resignation by an Agent pursuant to clause (a) above, the Required Lenders shall appoint a successor Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Borrower; provided that the Borrower's consent shall not be required pursuant to this clause (b) if an Event of Default exists at the time of appointment of a successor Agent.

(c) If a successor Agent shall not have been so appointed within the 15 Business Day period referenced in clause (a) above, the applicable Agent, with the consent of the Borrower (which shall not be unreasonably withheld or delayed), shall then appoint a

commercial bank or trust company with capital and surplus of not less than \$500,000,000 as successor Agent who shall serve as the applicable Agent hereunder or thereunder until such time, if any, as the Lenders appoint a successor Agent as provided above; provided that the Borrower's consent shall not be required pursuant to this clause (c) if an Event of Default exists at the time of appointment of a successor Agent.

(d) If no successor Agent has been appointed pursuant to clause (b) or (c) above by the 25th Business Day after the date such notice of resignation was given by the applicable Agent, the applicable Agent's resignation shall become effective and the Required Lenders shall thereafter perform all the duties of such Agent hereunder and/or under any other Credit Document until such time, if any, as the Required Lenders appoint a successor Agent as provided above.

(e) The Agent shall resign in accordance with paragraph (a) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Facility Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Facility Agent under the Finance Documents, either:

- (i) the Facility Agent fails to respond to a request under Section 4.06 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
- (ii) the information supplied by the Facility Agent pursuant to Section 4.06 (*FATCA Information*) indicates that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
- (iii) the Facility Agent notifies the Borrower and the Lenders that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrower or a Lender reasonably believes that a party to this Agreement will be required to make a FATCA Deduction that would not be required if the Facility Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

12.09 The Lead Arrangers. Notwithstanding any other provision of this Agreement or any provision of any other Credit Document, KfW IPEX Bank GmbH is hereby appointed as a Lead Arranger by the Lenders to act as specified herein and in the other Credit Documents. Each of the Lead Arrangers in their respective capacities as such shall have only the limited powers, duties, responsibilities and liabilities with respect to this Agreement or the other Credit Documents or the transactions contemplated hereby and thereby as are set forth herein or therein; it being understood and agreed that the Lead Arrangers shall be entitled to all indemnification and reimbursement rights in favor of any of the Agents as provided for under Sections 12.06 and 14.01. Without limitation of the foregoing, none of the Lead Arrangers

shall, solely by reason of this Agreement or any other Credit Documents, have any fiduciary relationship in respect of any Lender or any other Person.

12.10 Impaired Agent. (a) If, at any time, any Agent becomes an Impaired Agent, a Credit Party or a Lender which is required to make a payment under the Credit Documents to such Agent in accordance with Section 4.03 may instead either pay that amount directly to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Credit Party or the Lender making the payment and designated as a trust account for the benefit of the party or parties hereto beneficially entitled to that payment under the Credit Documents. In each case such payments must be made on the due date for payment under the Credit Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.

(c) A party to this Agreement which has made a payment in accordance with this Section 12.10 shall be discharged of the relevant payment obligation under the Credit Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with Section 12.11, each party to this Agreement which has made a payment to a trust account in accordance with this Section 12.10 shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with Section 2.04

12.11 Replacement of an Agent. (a) After consultation with the Parent, the Required Lenders may, by giving 30 days' notice to an Agent (or, at any time such Agent is an Impaired Agent, by giving any shorter notice determined by the Required Lenders) replace such Agent by appointing a successor Agent (subject to Section 12.08(b) and (c)).

(b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Borrower) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Credit Documents.

(c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Required Lenders to the retiring Agent. As from such date, the retiring Agent shall be discharged from any further obligation in respect of the Credit Documents but shall remain entitled to the benefit of this Section 12.11 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(d) Any successor Agent and each of the other parties to this Agreement shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original party to this Agreement.

12.12 Resignation by the Hermes Agent. (a) The Hermes Agent may resign from the performance of all its functions and duties hereunder and/or under the other Credit Documents at any time by giving 15 Business Days' prior written notice to the Borrower and the Lenders. Such resignation shall take effect upon the appointment of a successor Hermes Agent pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation by the Hermes Agent, the Required Lenders shall appoint a successor Hermes Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Borrower; provided that the Borrower's consent shall not be required pursuant to this clause (b) if an Event of Default exists at the time of appointment of a successor Hermes Agent.

(c) If a successor Hermes Agent shall not have been so appointed within such 15 Business Day period, the Hermes Agent, with the consent of the Borrower (which shall not be unreasonably withheld or delayed), shall then appoint a commercial bank or trust company with capital and surplus of not less than \$500,000,000 as successor Hermes Agent who shall serve as Hermes Agent hereunder or thereunder until such time, if any, as the Lenders appoint a successor Hermes Agent as provided above; provided that the Borrower's consent shall not be required pursuant to this clause (d) if an Event of Default exists at the time of appointment of a successor Hermes Agent.

(d) If no successor Hermes Agent has been appointed pursuant to clause (b) or (c) above by the 25th Business Day after the date such notice of resignation was given by the Hermes Agent, the Hermes Agent's resignation shall become effective and the Required Lenders shall thereafter perform all the duties of the Hermes Agent hereunder and/or under any other Credit Document until such time, if any, as the Required Lenders appoint a successor Hermes Agent as provided above.

SECTION 13. Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, subject to the provisions of this Section 13.

13.01 Assignments and Transfers by the Lenders. (a) Subject to Section 13.06 and 13.07, any Lender (or any Lender together with one or more other Lenders, each an "Existing Lender") may:

(i) with the consent of the Hermes Agent and the written consent of the Federal Republic of Germany, where required according to the applicable Hermes General Terms and Conditions (*Allgemeine Bedingungen*) and the supplementary provisions relating to the assignment of Guaranteed Amounts (*Ergänzende Bestimmungen für Forderungsabtretungen-AB (FAB)*), assign any of its rights or transfer by novation any of its rights and obligations under this Agreement or any Credit Document to which it is a party (including, without limitation, all of the Commitments and outstanding Loans, or if less than all, a portion equal to at least \$10,000,000 in the aggregate for such Lender's rights and obligations), to (x) its parent company and/or any Affiliate of such assigning or transferring Lender which is at least 50% owned (directly or indirectly) by such Lender or its parent company or (y) in the case of any Lender that

is a fund that invests in bank loans, any other fund that invests in bank loans and is managed or advised by the same investment advisor of such Lender or by an Affiliate of such investment advisor, or

(ii) with the consent of the Hermes Agent, the written consent of the Federal Republic of Germany, where required according to the applicable Hermes General Terms and Conditions (*Allgemeine Bedingungen*) and the supplementary provisions relating to the assignment of Guaranteed Amounts (*Ergänzende Bestimmungen für Forderungsabtretungen-AB (FAB)*) and the consent of the Borrower (which consent, in the case of the Borrower (x) shall not be unreasonably withheld or delayed, (y) shall not be required if a Default or Event of Default shall have occurred and be continuing at such time and (z) shall be deemed to have been given ten Business Days after the Existing Lender has requested it in writing unless consent is expressly refused by the Borrower within that time) assign any of its rights in or transfer by novation any of its rights in and obligations under all of its Commitments and outstanding Loans, or if less than all, a portion equal to at least \$10,000,000 in the aggregate for such Existing Lender's rights and obligations, hereunder to one or more Eligible Transferees (treating any fund that invests in bank loans and any other fund that invests in bank loans and is managed or advised by the same investment advisor of such fund or by an Affiliate of such investment advisor as a single Eligible Transferee),

each of which assignees or transferees shall become a party to this Agreement as a Lender by execution of (I) an Assignment Agreement (in the case of assignments) and (II) a Transfer Certificate (in the case of transfers under Section 13.06); provided that (x) at such time, Schedule 1.01(a) shall be deemed modified to reflect the Commitments and/or outstanding Loans, as the case may be, of such New Lender and of the Existing Lenders, (y) the consent of the Facility Agent shall be required in connection with any assignment or transfer pursuant to the preceding clause (ii) (which consent, in each case, shall not be unreasonably withheld or delayed) and (z) the consent of the CIRR Representative and the Federal Republic of Germany shall be required in connection with any assignment or transfer pursuant to preceding clause (i) or (ii) if the New Lender elects to become a Refinanced Bank or enter into an Interest Make-Up Agreement; and provided, further, that at no time shall a Lender assign or transfer its rights or obligations under this Agreement to a hedge fund, private equity fund, insurance company or other similar or related financing institution that is not in the primary business of accepting cash deposits from, and making loans to, the public.

(b) If (x) a Lender assigns or transfers any of its rights or obligations under the Credit Documents or changes its Facility Office and (y) as a result of circumstances existing at the date the assignment, transfer or change occurs, a Credit Party would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Sections 2.09, 2.10 or 4.04, then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under that section to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This Section 13.01(b) shall not apply in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Credit Agreement.

(c) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

(d) The Borrower and Bookrunner hereby agree to discuss and co-operate in good faith in connection with any initial syndication and transfer of the Loans.

13.02 Assignment or Transfer Fee. Unless the Facility Agent otherwise agrees and excluding an assignment or transfer (i) to an Affiliate of a Lender, (ii) made in connection with primary syndication of this Agreement or (iii) as set forth in Section 13.03, each New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Facility Agent (for its own account) a fee of \$3,500.

13.03 Assignments and Transfers to Hermes or KfW. Nothing in this Agreement shall prevent or prohibit any Lender from assigning its rights or transferring its rights and obligations hereunder to (x) Hermes and (y) KfW in support of borrowings made by such Lender from KfW pursuant to the KfW Refinancing, in each case without the consent of the Borrower and without being required to pay the non-refundable assignment fee of \$3,500 referred to in Section 13.02 above.

13.04 Limitation of Responsibility to Existing Lenders. (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (i) the legality, validity, effectiveness, adequacy or enforceability of the Credit Documents, the Security Documents or any other documents;
- (ii) the financial condition of any Credit Party;
- (iii) the performance and observance by any Credit Party of its obligations under the Credit Documents or any other documents; or
- (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Credit Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender, the other Lender Creditors and the Secured Creditors that it (1) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Credit Party and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Lender Creditor in connection with any Credit Document or any Lien (or any other security interest) created pursuant to the Security Documents and (2) will continue to make its own independent

appraisal of the creditworthiness of each Credit Party and its related entities whilst any amount is or may be outstanding under the Credit Documents or any Commitment is in force.

(c) Nothing in any Credit Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Section 13; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Credit Party of its obligations under the Credit Documents or otherwise.

13.05 [Intentionally Omitted].

13.06 Procedure and Conditions for Transfer. (a) Subject to Section 13.01, a transfer is effected in accordance with Section 13.06(c) when the Facility Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to Section 13.06(b), as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Facility Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) On the date of the transfer:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Credit Documents to which it is a party and in respect of the Security Documents each of the Credit Parties and the Existing Lender shall be released from further obligations towards one another under the Credit Documents and in respect of the Security Documents and their respective rights against one another under the Credit Documents and in respect of the Security Documents shall be cancelled (being the "Discharged Rights and Obligations");

(ii) each of the Credit Parties and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Credit Party or other member of the NCLC Group and the New Lender have assumed and/or acquired the same in place of that Credit Party and the Existing Lender;

(iii) the Facility Agent, the Collateral Agent, the Hermes Agent, the New Lender and the other Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Security Documents as they would have acquired and assumed had the New Lender been an original Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Facility Agent, the

Collateral Agent, the Hermes Agent and the Existing Lender shall each be released from further obligations to each other under the Credit Documents, it being understood that the indemnification provisions under this Agreement (including, without limitation, Sections 2.09, 2.10, 4.04, 14.01 and 14.05) shall survive as to such Existing Lender; and

(iv) the New Lender shall become a party to this Agreement as a "Lender"

**13.07 Procedure and Conditions for Assignment.** (a) Subject to Section 13.01, an assignment may be effected in accordance with Section 13.07(c) below when the Facility Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to Section 13.07(b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Facility Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) On the date of the assignment:

(i) the Existing Lender will assign absolutely to the New Lender its rights under the Credit Documents and in respect of any Lien (or any other security interest) created pursuant to the Security Documents expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released from the obligations (the "Relevant Obligations") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of any Lien (or any other security interest) created pursuant to the Security Documents), it being understood that the indemnification provisions under this Agreement (including, without limitation, Sections 2.09, 2.10, 4.04, 14.01 and 14.05) shall survive as to such Existing Lender; and

(iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.

**13.08 Copy of Transfer Certificate or Assignment Agreement to Parent.** The Facility Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send to the Parent a copy of that Transfer Certificate or Assignment Agreement.

**13.09 Security over Lenders' Rights.** In addition to the other rights provided to Lenders under this Section 13, each Lender may without consulting with or obtaining consent from any Credit Party, at any time charge, assign or otherwise create a Lien (or any other security interest) or declare a trust in or over (whether by way of collateral or otherwise) all or any of its rights under any Credit Document to secure obligations of that Lender including, without limitation:

(i) any charge, assignment or other Lien (or any other security interest) or trust to secure obligations to a federal reserve or central bank or the CIRR Representative; and

(ii) in the case of any Lender which is a fund, any charge, assignment or other Lien (or any other security interest) granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Lien (or any other security interest) or trust shall:

(i) release a Lender from any of its obligations under the Credit Documents or substitute the beneficiary of the relevant charge, assignment or other Lien (or any other security interest) or trust for the Lender as a party to any of the Credit Documents; or

(ii) require any payments to be made by a Credit Party or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Credit Documents.

13.10 Assignment by a Credit Party. No Credit Party may assign any of its rights or transfer by novation any of its rights, obligations or interest hereunder or under any other Credit Document without the prior written consent of the Hermes Agent, the CIRR Representative, and the Lenders.

13.11 Lender Participations. (a) Although any Lender may grant participations in its rights hereunder, such Lender shall remain a "Lender" for all purposes hereunder (and may not transfer by novation its rights and obligations or assign its rights under all or any portion of its Commitments hereunder except as provided in Sections 2.12 and 13.01) and the participant shall not constitute a "Lender" hereunder;

(b) no Lender shall grant any participation under which the participant shall have rights to approve any amendment to or waiver of this Agreement or any other Credit Document except to the extent such amendment or waiver would (x) extend the final scheduled maturity of any Loan in which such participant is participating, or reduce the rate or extend the time of payment of interest or Commitment Commission thereon (except (m) in connection with a waiver of applicability of any post-default increase in interest rates and (n) that any amendment or modification to the financial definitions in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (x)) or reduce the principal amount thereof, or increase the amount of the participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default or of a mandatory reduction in the Total Commitments shall not constitute a change in the terms of such participation, and that an increase in any Commitment or Loan shall be permitted without the consent of any participant if the participant's participation is not increased as a result thereof), (y) consent to the assignment by the Borrower of any of its rights, or transfer by the Borrower of any of its rights and obligations, under this Agreement or (z) release all or substantially all of the Collateral under all of the Security Documents (except as expressly provided in the Credit Documents) securing the

Loans hereunder in which such participant is participating. In the case of any such participation, the participant shall not have any rights under this Agreement or any of the other Credit Documents (the participant's rights against such Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the participant relating thereto) and all amounts payable by the Borrower hereunder shall be determined as if such Lender had not sold such participation; and

(c) Where the Borrower notifies the Lenders that a Participant Register is required by the Borrower, each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under the Credit Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Facility Agent (in its capacity as Facility Agent) shall have no responsibility for maintaining a Participant Register.

13.12 Increased Costs. To the extent that a transfer of all or any portion of a Lender's Commitments and related outstanding Credit Document Obligations pursuant to Section 2.12 or Section 13.01 would, at the time of such assignment, result in increased costs under Section 2.09, 2.10 or 4.04 from those being charged by the respective assigning Lender prior to such assignment, then the Borrower shall not be obligated to pay such increased costs (although the Borrower shall be obligated to pay any other increased costs of the type described above resulting from changes after the date of the respective assignment).

#### SECTION 14. Miscellaneous.

14.01 Payment of Expenses, etc. The Borrower agrees that it shall: whether or not the transactions herein contemplated are consummated, (i) pay all reasonable documented out-of-pocket costs and expenses of each of the Agents (including, without limitation, the reasonable documented fees and disbursements of Norton Rose Fulbright LLP, Bahamian counsel, Bermuda counsel, other counsel to the Facility Agent and the Lead Arrangers and local counsel) in connection with (a) the preparation, execution and delivery of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein and any amendment, waiver or consent relating hereto or thereto, and (b) any initial transfers by KfW IPEX Bank GmbH as original Lender pursuant to Section 5.11 carried out during the period falling 6 months after the Effective Date including, without limitation, all documents requested to be executed in respect of such transfers, and all respective syndication efforts with respect to this Agreement; (ii) pay all documented out-of-pocket costs and expenses of each of the Agents and each of the Lenders in connection with the enforcement of this Agreement and

the other Credit Documents and the documents and instruments referred to herein and therein (including, without limitation, the fees and disbursements of counsel (excluding in-house counsel) for each of the Agents and for each of the Lenders); (iii) pay and hold the Facility Agent and each of the Lenders harmless from and against any and all present and future stamp, documentary, transfer, sales and use, value added, excise and other similar taxes with respect to the foregoing matters, the performance of any obligation under this Agreement or any Credit Document or any payment thereunder, and save the Facility Agent and save each of the Lenders harmless from and against any and all liabilities with respect to or resulting from any delay or omission (other than to the extent attributable to the Facility Agent or such Lender) to pay such taxes; and (iv) other than in respect of a wrongful failure by any Lender to fund its Commitments as required by this Agreement, indemnify the Agents and each Lender, and each of their respective officers, directors, trustees, employees, representatives and agents from and hold each of them harmless against any and all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) incurred by, imposed on or assessed against any of them as a result of, or arising out of, or in any way related to, or by reason of, (a) any investigation, litigation or other proceeding (whether or not any of the Agents or any Lender is a party thereto) related to the entering into and/or performance of this Agreement or any other Credit Document or the proceeds of any Loans hereunder or the consummation of any transactions contemplated herein, or in any other Credit Document or the exercise of any of their rights or remedies provided herein or in the other Credit Documents, or (b) the actual or alleged presence of Hazardous Materials on the Vessel or in the air, surface water or groundwater or on the surface or subsurface of any property at any time owned or operated by the Borrower, the generation, storage, transportation, handling, disposal or Environmental Release of Hazardous Materials at any location, whether or not owned or operated by the Borrower, the non-compliance of the Vessel or property with foreign, federal, state and local laws, regulations, and ordinances (including applicable permits thereunder) applicable to the Vessel or property, or any Environmental Claim asserted against the Borrower or the Vessel or property at any time owned or operated by the Borrower, including, without limitation, the reasonable fees and disbursements of counsel and other consultants incurred in connection with any such investigation, litigation or other proceeding (but excluding any losses, liabilities, claims, damages, penalties, actions, judgments, suits, costs, disbursements or expenses to the extent incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified or by reason of a failure by the Person to be indemnified to fund its Commitments as required by this Agreement). To the extent that the undertaking to indemnify, pay or hold harmless each of the Agents or any Lender set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Borrower shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

Notwithstanding the above, it is agreed that costs, fees, expenses and other compensation arising in respect of the initial syndication of the Loans of the type referred to in Section 6.05 shall not include any such costs, fees and expenses and other compensation arising solely in respect of legal advice to the Lenders to explain the technical and/or structural aspects of the Hermes and CIRR issues.

14.02 Right of Set-off. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, each Lender is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Parent or any Subsidiary of the Parent or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any other Indebtedness at any time held or owing by such Lender (including, without limitation, by branches and agencies of such Lender wherever located) to or for the credit or the account of the Parent or any Subsidiary of the Parent but in any event excluding assets held in trust for any such Person against and on account of the Credit Document Obligations and liabilities of the Parent or such Subsidiary of the Parent, as applicable, to such Lender under this Agreement or under any of the other Credit Documents, including, without limitation, all interests in Credit Document Obligations purchased by such Lender pursuant to Section 14.05(b), and all other claims of any nature or description arising out of or connected with this Agreement or any other Credit Document, irrespective of whether or not such Lender shall have made any demand hereunder and although said Credit Document Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. Each Lender upon the exercise of its rights to set-off pursuant to this Section 14.02 shall give notice thereof to the Facility Agent.

14.03 Notices. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed: if to any Credit Party, at the address specified on Schedule 14.03A; if to any Lender, at its address specified opposite its name on Schedule 14.03B; and if to the Facility Agent or the Hermes Agent, at its Notice Office; or, as to any other Credit Party, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each Lender, at such other address as shall be designated by such Lender in a written notice to the Parent, the Borrower and the Facility Agent; provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Facility Agent, the Hermes Agent, the Lenders, the Parent, the Borrower and the Pledgor agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Facility Agent or the Hermes Agent shall not be effective until received by the Facility Agent or the Hermes Agent (as the case may be), or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by a Lender, the Parent, the Borrower or the Pledgor to the Facility Agent or the Hermes Agent, only if it is addressed in such a manner as the Facility Agent shall specify for this purpose. A copy of any notice to the Facility Agent shall be delivered to the Hermes Agent at its Notice Office. If an Agent is an Impaired Agent the parties to this Agreement may, instead of communicating with each other

through such Agent, communicate with each other directly and (while such Agent is an Impaired Agent) all the provisions of the Credit Documents which require communications to be made or notices to be given to or by such Agent shall be varied so that communications may be made and notices given to or by the relevant parties to this Agreement directly. This provision shall not operate after a replacement Agent has been appointed.

**14.04 No Waiver: Remedies Cumulative.** No failure or delay on the part of an Agent or any Lender in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between the Borrower or any other Credit Party and an Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Credit Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which an Agent or any Lender would otherwise have. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of an Agent or any Lender to any other or further action in any circumstances without notice or demand.

**14.05 Payments Pro Rata.** (a) Except as otherwise provided in this Agreement, the Facility Agent agrees that promptly after its receipt of each payment from or on behalf of the Borrower in respect of any Credit Document Obligations hereunder, it shall distribute such payment to the Lenders (other than any Lender that has consented in writing to waive its pro rata share of any such payment) pro rata based upon their respective shares, if any, of the Credit Document Obligations with respect to which such payment was received.

(b) Other than in connection with assignments and participations (which are governed by Section 13), each of the Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Credit Documents, or otherwise), which is applicable to the payment of the principal of, or interest on, the Loans, Commitment Commission, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Credit Document Obligation then owed and due to such Lender bears to the total of such Credit Document Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Credit Document Obligations of the respective Credit Party to such Lenders in such amount as shall result in a proportional participation by all the Lenders in such amount; provided that if all or any portion of such excess amount is thereafter recovered from such Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 14.05(a) and (b) shall be subject to the express provisions of this Agreement which require, or permit, differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders.

14.06 Calculations; Computations. (a) The financial statements to be furnished to the Lenders pursuant hereto shall be made and prepared in accordance with generally accepted accounting principles in the United States consistently applied throughout the periods involved (except as set forth in the notes thereto or as otherwise disclosed in writing by the Parent to the Lenders). In addition, all computations determining compliance with the financial covenants set forth in Sections 10.06 through 10.09, inclusive, shall utilize accounting principles and policies in conformity with those used to prepare the historical financial statements delivered to the Lenders for the fiscal year of the Parent ended December 31, 2013 (with the foregoing generally accepted accounting principles, subject to the preceding proviso, herein called "GAAP"). Unless otherwise noted, all references in this Agreement to "generally accepted accounting principles" shall mean generally accepted accounting principles as in effect in the United States.

(b) All computations of interest and Commitment Commission hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or Commitment Commission are payable.

14.07 Governing Law; Exclusive Jurisdiction of English Courts; Service of Process. (a) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

(b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "Dispute"). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This section 14.07 is for the benefit of the Lenders, Agents and Secured Creditors. As a result, no such party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders, Agents and Secured Creditors may take concurrent proceedings in any number of jurisdictions.

(c) Without prejudice to any other mode of service allowed under any relevant law, each Credit Party (other than a Credit Party incorporated in England and Wales): (i) irrevocably appoints EC3 Services Limited, having its registered office at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR, as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant Credit Party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Credit Parties) must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the facility agent. Failing this, the Facility Agent may appoint another agent for this purpose.

Each party to this Agreement expressly agrees and consents to the provisions of this Section 14.07.

14.08 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Facility Agent.

14.09 Effectiveness. This Agreement shall take effect as a deed on the date (the "Effective Date") on which (i) the Borrower, the Guarantor, the Agents and each of the Lenders who are initially parties hereto shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered the same to the Facility Agent or, in the case of the Lenders and the other Agents, shall have given to the Facility Agent written or facsimile notice (actually received) at such office that the same has been signed and mailed to it, (ii) the Borrower shall have paid to the Facility Agent for its own account and/or the account of Lenders and/or Agents, as the case may be, the fees required to be paid pursuant to the heads of terms, dated June 11, 2014, among the Parent and KfW IPEX Bank GmbH (the "Heads of Terms") and (iii) the Credit Parties shall have provided (x) the "Know Your Customer" information required pursuant to the USA PATRIOT Act (Title III of Pub.: 107-56 (signed into law October 26, 2001)) (the "PATRIOT Act") and (y) such other documentation and evidence necessary in order to carry out and be reasonably satisfied with other similar checks under all applicable laws and regulations pursuant to the Transaction and the Hermes Cover, in each case as requested by the Facility Agent, the Hermes Agent or any Lender in connection with each of the Facility Agent's, the Hermes Agent's, Hermes' and each Lender's internal compliance regulations. The Facility Agent will give the Parent, the Borrower and each Lender prompt written notice of the occurrence of the Effective Date.

14.10 Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

14.11 Amendment or Waiver; etc. (a) Neither this Agreement nor any other Credit Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the respective Credit Parties party thereto, the Hermes Agent and the Required Lenders, provided that no such change, waiver, discharge or termination shall, without the consent of each Lender (other than a Defaulting Lender), (i) extend the final scheduled maturity of any Loan, extend the timing for or reduce the principal amount of any Scheduled Repayment, increase or extend any Commitment (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Commitments shall not constitute an increase of the Commitment of any Lender), or reduce the rate (including, without limitation, the Floating Rate Margin and the Fixed Rate) or extend the time of payment of interest on any Loan or Commitment Commission or fees (except (x) in connection with the waiver of applicability of any post-default increase in interest rates and (y) any amendment or modification to the definitions used in the financial covenants set forth in Sections 10.06 through 10.09, inclusive, in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (i)), or reduce the principal amount thereof (except to the extent repaid in cash), (ii) release any of the Collateral (except as expressly provided in the Credit Documents) under any of the Security Documents, (iii) amend, modify or waive any provision

of Section 13 or this Section 14.11, (iv) change the definition of Required Lenders (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the extensions of Loans and Commitments are included on the Effective Date) or a provision which expressly requires the consent of all the Lenders, (v) consent to the assignment and/or transfer by the Parent and/or Borrower of any of its rights and obligations under this Agreement, or (vi) replace the Parent Guaranty or release the Parent Guaranty from the relevant guarantee to which such Guarantor is a party (other than as provided in such guarantee); provided, further, that no such change, waiver, discharge or termination shall (u) without the consent of Hermes, amend, modify or waive any provision that relates to the rights or obligations of Hermes and (v) without the consent of each Agent, the CIRR Representative and/or each Lead Arranger, as applicable, amend, modify or waive any provision relating to the rights or obligations of such Agent, the CIRR Representative and/or such Lead Arranger, as applicable.

(b) If, in connection with any proposed change, waiver, discharge or termination to any of the provisions of this Agreement as contemplated by clauses (i) through (vi), inclusive, of the first proviso to Section 14.11(a), the consent of the Required Lenders is obtained but the consent of each Lender (other than any Defaulting Lender) is not obtained, then the Borrower shall have the right, so long as all non-consenting Lenders are treated as described in either clauses (A) or (B) below, to either (A) replace each such non-consenting Lender or Lenders with one or more Replacement Lenders pursuant to Section 2.12 so long as at the time of such replacement, each such Replacement Lender consents to the proposed change, waiver, discharge or termination or (B) terminate such non-consenting Lender's Commitment (if such Lender's consent is required as a result of its Commitment), and/or repay outstanding Loans and terminate any outstanding Commitments of such Lender which gave rise to the need to obtain such Lender's consent, in accordance with Section 4.01(d), provided that, unless the Commitments are terminated, and Loans repaid, pursuant to preceding clause (B) are immediately replaced in full at such time through the addition of new Lenders or the increase of the Commitments and/or outstanding Loans of existing Lenders (who in each case must specifically consent thereto), then in the case of any action pursuant to preceding clause (B) the Required Lenders (determined before giving effect to the proposed action) and the Hermes Agent shall specifically consent thereto, provided, further, that in any event the Borrower shall not have the right to replace a Lender, terminate its Commitment or repay its Loans solely as a result of the exercise of such Lender's rights (and the withholding of any required consent by such Lender) pursuant to the second proviso to Section 14.11(a).

14.12 Survival. All indemnities set forth herein including, without limitation, in Sections 2.09, 2.10, 2.11, 4.04, 14.01 and 14.05 shall, subject to Section 14.13 (to the extent applicable), survive the execution, delivery and termination of this Agreement and the making and repayment of the Loans.

14.13 Domicile of Loans. Each Lender may transfer and carry its Loans at, to or for the account of any office, Subsidiary or Affiliate of such Lender. Notwithstanding anything to the contrary contained herein, to the extent that a transfer of Loans pursuant to this Section 14.13 would, at the time of such transfer, result in increased costs under Section 2.09, 2.10, or 4.04 from those being charged by the respective Lender prior to such transfer, then the

Borrower shall not be obligated to pay such increased costs (although the Borrower shall be obligated to pay any other increased costs of the type described above resulting from changes after the date of the respective transfer).

14.14 Confidentiality. Each Lender agrees that it will use its best efforts not to disclose without the prior consent of the Parent or the Borrower (other than to their respective Affiliates or their respective Affiliates' employees, auditors, advisors or counsel or to another Lender if the Lender or such Lender's holding or parent company, Affiliates or board of trustees in its sole discretion determines that any such party should have access to such information, provided such Persons shall be subject to the provisions of this Section 14.14 to the same extent as such Lender) any information with respect to the Parent or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Credit Document, provided that the Hermes Agent and the CIRR Agent may disclose any information to Hermes or the CIRR Representative, provided, further, that any Lender may disclose any such information (a) as has become generally available to the public other than by virtue of a breach of this Section 14.14 by the respective Lender, (b) as may be required in any report, statement or testimony submitted to any municipal, state or Federal regulatory body having or claiming to have jurisdiction over such Lender or similar organizations (whether in the United States, the United Kingdom or elsewhere) or their successors, (c) as may be required in respect to any summons or subpoena or in connection with any litigation, (d) in order to comply with any law, order, regulation or ruling applicable to such Lender, (e) to an Agent, (f) to any prospective or actual transferee or participant in connection with any contemplated transfer or participation of any of the Commitments or any interest therein by such Lender, provided that such prospective transferee expressly agrees to be bound by the confidentiality provisions contained in this Section 14.14 and (g) to Hermes and/or the Federal Republic of Germany and/or the European Union and/or any agency thereof or any person acting or purporting to act on any of their behalves. In the case of Section 14.14(g), each of the Parent and the Borrower acknowledges and agrees that any such information may be used by Hermes and/or the Federal Republic of Germany and/or the European Union and/or any agency thereof or any person acting or purporting to act on any of their behalves for statistical purposes and/or for reports of a general nature.

14.15 Register. The Facility Agent shall maintain a register (the "Register") on which it will record the Commitments from time to time of each of the Lenders, the Loans made by each of the Lenders and each repayment and prepayment in respect of the principal amount of the Loans of each Lender. Failure to make any such recordation, or any error in such recordation shall not affect the Borrower's obligations in respect of such Loans. With respect to any Lender, the assignment or transfer of the Commitments of such Lender and the rights to the principal of, and interest on, any Loan made pursuant to such Commitments shall not be effective until such assignment or transfer is recorded on the Register maintained by the Facility Agent with respect to ownership of such Commitments and Loans. Prior to such recordation all amounts owing to the transferor with respect to such Commitments and Loans shall remain owing to the transferor. The registration of an assignment or transfer of all or part of any Commitments and Loans (as the case may be) shall be recorded by the Facility Agent on the Register only upon the acceptance by the Facility Agent of a properly executed and delivered Transfer Certificate or Assignment Agreement pursuant to Section 13.06(a) or 13.07(a), respectively.

14.16 Third Party Rights. Other than the Other Creditors with respect to Section 4.05 and Hermes with respect to Sections 5.15 and 9.06, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement unless expressly provided to the contrary in a Credit Document. Notwithstanding any term of any Credit Document, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

14.17 Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Facility Agent could purchase the specified currency with such other currency at the Facility Agent's Frankfurt office on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to any Lender or an Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or an Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or an Agent (as the case may be) may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to such Lender or an Agent, as the case may be, in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or an Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to any Lender or an Agent, as the case may be, in the specified currency, such Lender or an Agent, as the case may be, agrees to remit such excess to the Borrower.

14.18 Language. All correspondence, including, without limitation, all notices, reports and/or certificates, delivered by any Credit Party to an Agent or any Lender shall, unless otherwise agreed by the respective recipients thereof, be submitted in the English language or, to the extent the original of such document is not in the English language, such document shall be delivered with a certified English translation thereof. In the event of any conflict between the English translation and the original text of any document, the English translation shall prevail unless the original text is a statutory instrument, legal process or any other document of a similar type or a notice, demand or other communication from Hermes or in relation to the Hermes Cover.

14.19 Waiver of Immunity. The Borrower, in respect of itself, each other Credit Party, its and their process agents, and its and their properties and revenues, hereby irrevocably agrees that, to the extent that the Borrower, any other Credit Party or any of its or their properties has or may hereafter acquire any right of immunity from any legal proceedings, whether in the United Kingdom, the United States, Bermuda, the Bahamas, Germany or elsewhere, to enforce or collect upon the Credit Document Obligations of the Borrower or any other Credit Party related to or arising from the transactions contemplated by any of the Credit Documents, including, without limitation, immunity from service of process, immunity from

jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, the Borrower, for itself and on behalf of the other Credit Parties, hereby expressly waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right or claim in any such proceeding, whether in the United Kingdom, the United States, Bermuda, the Bahamas, Germany or elsewhere.

14.20 "Know Your Customer" Notice. Each Lender hereby notifies each Credit Party that pursuant to the requirements of the PATRIOT Act and/or other applicable laws and regulations, it is required to obtain, verify, and record information that identifies each Credit Party, which information includes the name of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the PATRIOT Act and/or such other applicable laws and regulations, and each Credit Party agrees to provide such information from time to time to any Lender.

14.21 Release of Liens and the Parent Guaranty: Flag Jurisdiction Transfer.

(a) In the event that any Person conveys, sells, leases, assigns, transfers or otherwise disposes of all or any portion of the Collateral to a Person that is not (and is not required to become) a Credit Party in a transaction permitted by this Agreement or the Credit Documents (including pursuant to a valid waiver or consent), each Lender hereby consents to the release and hereby directs the Collateral Agent to release any Liens created by any Credit Document in respect of such Collateral, and, in the case of a disposition of all of the Equity Interests of any Credit Party (other than the Borrower) in a transaction permitted by this Agreement and as a result of which such Credit Party would not be required to guaranty the Credit Document Obligations pursuant to Sections 9.10(c) and 15, each Lender hereby consents to the release of such Credit Party's obligations under the relevant guarantee to which it is a party. Each Lender hereby directs the Collateral Agent, and the Collateral Agent agrees, upon receipt of reasonable advance notice from the Borrower, to execute and deliver or, at the Borrower's expense, file such documents and perform other actions reasonably necessary to release the relevant guarantee, as applicable, and the Liens when and as directed pursuant to this Section 14.21. In addition, the Collateral Agent agrees to take such actions as are reasonably requested by the Borrower and at the Borrower's expense to terminate the Liens and security interests created by the Credit Documents when all the Credit Document Obligations (other than contingent indemnification Credit Document Obligations and expense reimbursement claims to the extent no claim therefore has been made) are paid in full and Commitments are terminated. Any representation, warranty or covenant contained in any Credit Document relating to any such Equity Interests or asset of the Borrower shall no longer be deemed to be made once such Equity Interests or asset is so conveyed, sold, leased, assigned, transferred or disposed of.

(b) In the event that the Borrower desires to implement a Flag Jurisdiction Transfer with respect to the Vessel, upon receipt of reasonable advance notice thereof from the Borrower, the Collateral Agent shall use commercially reasonable efforts to provide, or (as necessary) procure the provision of, all such reasonable assistance as any Credit Party may request from time to time in relation to (i) the Flag Jurisdiction Transfer, (ii) the related deregistration of the Vessel from its previous flag jurisdiction, and (iii) the release and discharge of the related Security Documents provided that the relevant Credit Party shall pay all

documented out of pocket costs and expenses reasonably incurred by the Collateral Agent or a Secured Creditor in connection with provision of such assistance. Each Lender hereby consents, in connection with any Flag Jurisdiction Transfer and subject to the satisfaction of the requirements thereof to be satisfied by the relevant Credit Party, to (i) deregister the Vessel from its previous flag jurisdiction and (ii) release and hereby direct the Collateral Agent to release the Vessel Mortgage. Each Lender hereby directs the Collateral Agent, and the Collateral Agent agrees to execute and deliver or, at the Borrower's expense, file such documents and perform other actions reasonably necessary to release the Vessel Mortgage when and as directed pursuant to this Section 14.21(b).

14.22 Partial Invalidity. If, at any time, any provision of the Credit Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. Any such illegal, invalid or unenforceable provision shall to the extent possible be substituted by a legal, valid and enforceable provision which reflects the intention of the parties to this Agreement.

SECTION 15. Parent Guaranty and Indemnity. The Parent irrevocably and unconditionally:

(i) guarantees to each Lender Creditor punctual performance by each other Credit Party of all that Credit Party's Credit Document Obligations under the Credit Documents; or

(ii) undertakes with each Lender Creditor that whenever another Credit Party does not pay any amount when due under or in connection with any Credit Document, the Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(iii) agrees with each Lender Creditor that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Lender Creditor immediately on demand against any cost, loss or liability it incurs as a result of a Credit Party not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Credit Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this Section 15 if the amount claimed had been recoverable on the basis of a guarantee.

15.02 Continuing Guaranty. This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Credit Party under the Credit Documents, regardless of any intermediate payment or discharge in whole or in part.

15.03 Reinstatement. If any discharge, release or arrangement (whether in respect of the obligations of any Credit Party or any security for those obligations or otherwise) is made by a Lender Creditor in whole or in part on the basis of any payment, security or other

disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this Section 15 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.04 Waiver of Defenses. The obligations of the Guarantor under this Section 15 will not be affected by an act, omission, matter or thing which, but for this Section 15, would reduce, release or prejudice any of its obligations under this Section 15 (without limitation and whether or not known to it or any Lender Creditor) including:

- (i) any time, waiver or consent granted to, or composition with, any Credit Party or other person;
- (ii) the release of any other Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of the NCLC Group;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Credit Party or any other person;
- (v) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Credit Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Credit Document or other document or security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Credit Document or any other document or security; or
- (vii) any insolvency or similar proceedings.

15.05 Guarantor Intent. Without prejudice to the generality of Section 15.04, the Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Credit Documents and/or any facility or amount made available under any of the Credit Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

15.06 Immediate Recourse. The Guarantor waives any right it may have of first requiring any Credit Party (or any trustee or agent on its behalf) to proceed against or enforce

any other rights or security or claim payment from any person before claiming from the Guarantor under this Section 15. This waiver applies irrespective of any law or any provision of a Credit Document to the contrary.

15.07 Appropriations. Until all amounts which may be or become payable by the Credit Parties under or in connection with the Credit Documents have been irrevocably paid in full, each Lender Creditor (or any trustee or agent on its behalf) may:

(i) refrain from applying or enforcing any other moneys, security or rights held or received by that Lender Creditor (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(ii) hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this Section 15.

15.08 Deferral of Guarantor's Rights. Until all amounts which may be or become payable by the Credit Parties under or in connection with the Credit Documents have been irrevocably paid in full and unless the Facility Agent otherwise directs, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Credit Documents or by reason of any amount being payable, or liability arising, under this Section 15:

(i) to be indemnified by a Credit Party;

(ii) to claim any contribution from any other guarantor of any Credit Party's obligations under the Credit Documents;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender Creditors under the Credit Documents or of any other guarantee or security taken pursuant to, or in connection with, the Credit Documents by any Lender Creditor;

(iv) to bring legal or other proceedings for an order requiring any Credit Party to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under Section 15.01;

(v) to exercise any right of set-off against any Credit Party; and/or

(vi) to claim or prove as a creditor of any Credit Party in competition with any Lender Creditor.

If the Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender Creditors by the Credit Parties under or in connection with the Credit Documents to be repaid in full on trust for

the Lender Creditors and shall promptly pay or transfer the same to the Facility Agent or as the Facility Agent may direct for application in accordance with Section 4.

15.09 Additional Security. This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Credit Party.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as a deed on the date first above written.

Signed as a deed for and on behalf of NCL CORPORATION LTD., a Bermuda company, as Parent and Guarantor, by Paul Alan Turner, being a person who, in accordance with the laws of that territory, is acting under the authority of the company under a power of attorney dated 8 July 2014.

By: /s/ Paul Alan Turner

Attorney-in-Fact

In the presence of:

/s/ Stuart Storry

Name: Stuart Storry

Title: Trainee Solicitor

Address:

Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
Nortonrosefulbright.com

Signed as a deed and delivered on behalf of SEAHAWK ONE, LTD., a Bermuda company, as Borrower, by Paul Alan Turner, being a person who, in accordance with the laws of that territory, is acting under the authority of the company under a power of attorney dated 7 July 2014.

By: /s/ Paul Alan Turner

Attorney-in-Fact

In the presence of:  
/s/ Stuart Storry

Name: Stuart Storry

Title: Trainee Solicitor

Address:  
Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
Nortonrosefulbright.com

Signed as a deed and delivered on behalf of KfW IPEX-BANK GMBH, a bank organized under the laws of Germany, Individually and as Facility Agent, Collateral Agent, Initial Mandated Lead Arranger, Hermes Agent and CIRRR Agent, by persons who, in accordance with the laws of that territory, are acting under the authority of the bank.

By: /s/ Aida Welker  
Title: Director

By: /s/ Claudia Wenzel  
Title: Vice President

Authorized signatories

In the presence of:

/s/ André Tlele

Name: André Tlele

Title: Vice President

Address:  
KfW IPEX-Bank GmbH  
Palmengartenstraße 5-9  
60325 Frankfurt am Main

**COMMITMENTS**

<u>Lender</u>	<u>Commitments</u>
KfW IPEX-Bank GmbH	[*]
<u>Total</u>	[*]

**MANDATORY COSTS**

- (xvii) The Mandatory Cost is an addition to the interest rate to compensate Lenders for the cost of compliance with (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions) or (b) the requirements of the European Central Bank.
- (xviii) On the first day of each Interest Period (or as soon as possible thereafter) the Facility Agent shall calculate, as a percentage rate, a rate (the "Additional Cost Rate") for each Lender, in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Facility Agent as a weighted average of the Lenders' Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Loan) and will be expressed as a percentage rate per annum.
- (xix) The Additional Cost Rate for any Lender lending from a Facility Office in a Participating Member State will be the percentage notified by that Lender to the Facility Agent. This percentage will be certified by that Lender in its notice to the Facility Agent to be its reasonable determination of the cost (expressed as a percentage of that Lender's participation in all Loans made from that Facility Office) of complying with the minimum reserve requirements of the European Central Bank in respect of loans made from that Facility Office.
- (xx) The Additional Cost Rate for any Lender lending from a Facility Office in the United Kingdom will be calculated by the Facility Agent as follows:

[\*]

Where:

- A is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.
- B is the percentage rate of interest (excluding the Floating Rate Margin and the Mandatory Cost and, if the Loan is an Unpaid Sum, the additional rate of interest specified in paragraph (b) of Section 2.06 payable for the relevant Interest Period on the Loan.
- C is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.
- D is the percentage rate per annum payable by the Bank of England to the Facility Agent on interest bearing Special Deposits.

E is designed to compensate Lenders for amounts payable under the Fees Rules and is calculated by the Facility Agent as being the average of the most recent rates of charge supplied by the Reference Banks to the Facility Agent pursuant to paragraph 7 below and expressed in pounds per £1,000,000.

(xxi) For the purposes of this Schedule:

“Eligible Liabilities” and “Special Deposits” have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;

“Fees Rules” means the rules on periodic fees contained in the Financial Services Authority Fees Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;

“Fee Tariffs” means the fee tariffs specified in the Fees Rules under the activity group A.1 Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate);

“Participating Member State” means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“Tariff Base” has the meaning given to it in, and will be calculated in accordance with, the Fees Rules; and

“Unpaid Sum” means any sum due and payable but unpaid by any Credit Party under the Credit Documents.

(xxii) In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5 per cent. will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.

(xxiii) If requested by the Facility Agent, each Reference Bank shall, as soon as practicable after publication by the Financial Services Authority, supply to the Facility Agent, the rate of charge payable by that Reference Bank to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by that Reference Bank as being the average of the Fee Tariffs applicable to that Reference Bank for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of that Reference Bank.

(xxiv) Each Lender shall supply any information required by the Facility Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Lender shall supply the following information on or prior to the date on which it becomes a Lender:

- a) the jurisdiction of its Facility Office; and
- b) any other information that the Facility Agent may reasonably require for such purpose.

Each Lender shall promptly notify the Facility Agent of any change to the information provided by it pursuant to this paragraph.

- (xxv) The percentages of each Lender for the purpose of A and C above and the rates of charge of each Reference Bank for the purpose of E above shall be determined by the Facility Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Lender notifies the Facility Agent to the contrary, each Lender's obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a Facility Office in the same jurisdiction as its Facility Office.
- (xxvi) The Facility Agent shall have no liability to any person if such determination results in an Additional Cost Rate which over or under compensates any Lender and shall be entitled to assume that the information provided by any Lender or Reference Bank pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.
- (xxvii) The Facility Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Lenders on the basis of the Additional Cost Rate for each Lender based on the information provided by each Lender and each Reference Bank pursuant to paragraphs 3, 7 and 8 above.
- (xxviii) Any determination by the Facility Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.
- (xxix) The Facility Agent may from time to time, after consultation with the Parent and the Lenders, determine and notify to all parties to the Credit Agreement any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.

**NOTICES, ACKNOWLEDGMENTS AND CONSENTS**

Notices

1. Notice of Assignment of the Construction Contract for Seahawk One, Ltd. in the form of Part 1 of Schedule 1 to the Assignment of Contracts shall be delivered to the Yard.
2. Notice of Assignment of Refund Guarantees for Seahawk One, Ltd. in the form of either (x) Part 2 of Schedule 1 to the Assignment of Contracts or (y) Schedule 1 to the Charge of KfW Refund Guarantees, as applicable, shall be delivered to the applicable issuer of Refund Guarantees in respect of the Refund Guarantee(s) issued on or prior to the Initial Borrowing Date.
3. Notice of Charge of the Refund Guarantee issued by KfW IPEX-Bank GmbH in the form of Schedule 4 to the Assignment of Contracts shall be delivered to KfW IPEX-Bank GmbH as refund guarantor.

Financing Statements

1. UCC-1 shall be filed with the Florida Secured Transaction Registry naming Seahawk One, Ltd. as Debtor and KfW IPEX-Bank GmbH in its capacity as Collateral Agent, as Secured Party.

INITIAL BORROWING DATE OPINIONS

Exhibit 1

Form of Paul, Weiss, Rifkind, Wharton & Garrison LLP  
opinion as to matters of New York law

Exhibit 2  
Form of Cox Hallett Wilkinson Limited opinion as to matters of Bermuda law

Exhibit 3  
Form of Norton Rose Fulbright LLP opinion as to matters of English law

Exhibit 4

**Matters to be covered by Norton Rose Fulbright LLP in relation to matters of German law**

If required pursuant to Section 5.10(d) and subject to the assumptions, qualifications and definitions set forth in such opinion, German Counsel to the Facility Agent for the benefit of the Lead Arrangers opine as follows (capitalized terms have the meanings ascribed to them in such opinion):

The Declaration of Guarantee constitutes a valid and legally binding guarantee of the Federal Republic of Germany towards the Lenders subject to the specific provisions set out in the Declaration of Guarantee and subject to the applicable General Terms and Conditions and Guidelines.

Exhibit 5  
**Form of Holland & Knight LLP opinion as to matters of laws of Florida**

**MATERIAL LITIGATION**

None

**DELIVERY DATE OPINIONS**

1. Pursuant to Section 7.05(a) and subject to the assumptions, qualifications and definitions set forth in such opinion, English Counsel to the Facility Agent for the benefit of the Lead Arrangers opine as follows (capitalized terms have the meanings ascribed to them in such opinion):
2. the obligations expressed to be assumed by the Borrower in the Credit Documents governed by English law constitute its valid, legally binding and enforceable obligations;
3. there is no requirement under English law for the consent or authorisation of, or the filing, recording or enrolment of any documents with, any court or other authority in England and Wales to be obtained or made in order to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Documents governed by English law;
4. English courts of competent jurisdiction will give effect to the choice of English law as the proper law of the Credit Documents governed by English law and will regard express submission by the Borrower to the jurisdiction contained in the Credit Documents governed by English law as sufficient to confer jurisdiction upon them over proceedings within the scope of the submission;
5. no stamp duty or similar tax is payable in the United Kingdom in respect of the execution or delivery of the Credit Documents governed by English law; and
6. each Assignment Agreement is effective to create valid security interests in favour of the Collateral Agent.
7. Pursuant to Section 7.05(b) and subject to the assumptions, qualifications and definitions set forth in such opinion, Paul, Weiss, Rifkind, Wharton & Garrison, Counsel to the Credit Parties opine as follows (capitalized terms shall have the meanings ascribed to them in such opinion):
8. The Transaction Documents provide that they are to be governed by English law. To the extent that the Transaction Documents are governed by English law or the law of any other jurisdiction, we express no opinion as to those laws or their applicability to matters covered by this opinion, nor do we express any opinion as to whether or not New York law is applicable to the Transaction Documents. However, we are of the opinion that if the Transaction Documents were governed by the laws of the state of New York (without reference to New York choice of law principles that would result in the application of the laws of another jurisdiction), the execution and delivery by each Credit Party of each Transaction Document to which it is a party and the performance by each such Credit Party of its obligations under each Transaction Document to which it is a party do not breach or result in a default under, or result in the creation of any lien (other than the liens created pursuant to the Transaction Documents) upon any of the assets of that Credit Party pursuant to any agreement listed on Schedule I to this letter (the "Covered Agreements") (it being understood that a requirement to prepay loans under a Covered

Agreement is not a breach of such Covered Agreement, and we express no opinion as to whether a prepayment is required under a Covered Agreement). If any Covered Agreement is governed by the laws of a jurisdiction other than the state of New York, we have assumed such Covered Agreement would be interpreted in accordance with its plain meaning, except that technical terms would mean what lawyers generally understand them to mean for agreements governed by the laws of the state of New York. We express no opinion with respect to any provision of any Covered Agreement to the extent that an opinion with respect to such provision would require making any financial, accounting or mathematical calculation or determination.

9. Pursuant to Section 7.05(c) and subject to the assumptions, qualifications and definitions set forth in such opinion, Bahamian Counsel to the Credit Parties opine as follows (capitalized terms have the meanings ascribed to them in such opinion):
10. Under the laws of the Bahamas the Borrower is the registered owner of record of sixty-four sixty-fourth shares, being the whole thereof of the *[insert vessel name]* and the Vessel Mortgage constitutes the valid and legally binding act of the Borrower and the Vessel Mortgage is enforceable in accordance with its terms, and further, the Vessel Mortgage creates in favour of the Mortgagee a valid and effective first priority legal mortgage over the *[insert vessel name]* and there are no other charges, mortgages or encumbrances on record with respect thereto. It should be noted that maritime liens as set out in Section 281 of The Merchant Shipping Act of The Bahamas have priority over mortgages even if such liens are incurred after a mortgage has been registered.
11. No further registration authorization, approval or consent or other official action in The Bahamas is necessary to render any of the Documents or the security respectively created thereby valid, perfected and enforceable.
12. All filing, registration and recording fees required under the laws of The Bahamas in connection with the Vessel Mortgage and other fees necessary to ensure the validity, effectiveness and priority of any liens, charges and encumbrances created under the Vessel Mortgage have been paid.
13. The courts of The Bahamas will recognize as a valid judgment and enforce any final, conclusive and enforceable judgment obtained against a mortgagor in a United Kingdom court without re-examination of the merits of the case subject to registration of the judgment under the provisions of the Reciprocal Enforcements of Judgments Act of the Bahamas.
14. The Vessel Mortgage constitutes the legal, valid and binding obligations of the Borrower and is enforceable in accordance with its terms.
15. No consents, authorizations or other approvals are required from any governmental or other authority of The Bahamas for the execution, delivery or performance of any of the Documents by any of the parties thereto or the consummation of the transactions contemplated therein.

16. Neither the execution nor delivery of the Documents by the Borrower, nor the performance of its obligations under the Documents, will contravene any existing applicable law or regulation of The Bahamas.
17. The Borrower is not entitled or required under any existing applicable law or regulation of The Bahamas to make any withholding or deduction in respect of any tax or otherwise from any payment which it is or may be required to make under the Documents (or any of them) and other than the fees paid in connection with the registration of the Vessel Mortgage no tax, impost, duty or registration fee is payable on any of the Documents in The Bahamas save for registration fees on the Vessel Mortgage.
18. Other than the fees paid in connection with the registration of the Vessel Mortgage, no stamp or registration duty or similar taxes or charges are payable in The Bahamas in respect of the Documents.
19. Under the laws of The Bahamas, the Mortgagee will not be deemed to be resident, domiciled or carrying on any commercial activity in The Bahamas or subject to any tax of The Bahamas as a result of its entry into the Documents or the performance of any of the transactions contemplated thereby. It is not necessary for the Mortgagee to be authorized or qualified to carry on business in The Bahamas or establish a place of business in The Bahamas for the entry into or performance of the Documents.
20. It is not necessary or advisable to take any further action in the future in order to preserve the security interests referred to above or the priority thereof in connection with the Vessel Mortgage.
21. Pursuant to Section 7.05(d) and subject to the assumptions, qualifications and definitions set forth in such opinion, Bermuda Counsel to the Credit Parties opine as follows (capitalized terms shall have the meanings ascribed to them in such opinion):
22. Each of the Companies is duly incorporated with limited liability and is existing and in good standing under the laws of Bermuda (meaning that it has not failed to make any filing with any Bermuda governmental authority or to pay any Bermuda government fee or tax which might make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
23. The entering into of the relevant Opinion Documents and the execution and delivery of the relevant Opinion Documents by each of the Companies and the performance by each of the Companies of its obligations thereunder:
24. are within its corporate powers and have been duly authorised; and
25. will not conflict with the memorandum of association or bye-laws of such Company or violate or result in the breach of any Bermuda law or regulation.
26. The relevant Opinion Documents have been duly executed by each of the Companies and constitute legal, valid and binding obligations of each of the Companies, enforceable in Bermuda in accordance with its terms.

27. Based solely on the Litigation Searches, there are no judgments against, nor legal or governmental actions or proceedings pending in Bermuda to which any of the Companies is subject.
28. Based solely on the Company Searches and the Litigation Searches, no steps have been, or are being, taken in Bermuda for the appointment of a receiver or liquidator to, or for the winding-up, dissolution, reconstruction or reorganisation of any of the Companies or any of their respective assets.
29. No authorisation, consent, approval, license, qualification or formal exemption from, or any filing, declaration or registration with any court, governmental or municipal authority or other public body of Bermuda is required in connection with the execution and delivery of the Opinion Documents, the performance by each of the Companies of its obligations under the relevant Opinion Documents, the enforceability or admissibility in evidence of the Opinion Documents.
30. It is not necessary or desirable to ensure the enforceability in Bermuda of the Opinion Documents that they be registered in any register kept by, or filed with, any governmental or municipal authority or other public or regulatory body in Bermuda. However, on the basis that each of the Security Documents creates a charge over assets of the relevant Companies, it is desirable, in order to ensure the priority in Bermuda of the charge created, that such document be registered, and has been duly filed for such registration, in the Register of Charges in accordance with Section 55 of the Act. On registration, to the extent that Bermuda law governs the priority of a charge, such charge will have priority in Bermuda over any unregistered charges, and over any subsequently registered charges, in respect of the property subject to such charge. A registration fee will be payable in respect of the registration.
- While there is no exhaustive definition of a charge under Bermuda law, a charge includes any interest created in property by way of security (including any mortgage, assignment, pledge, lien or hypothecation). As the Security Documents are governed by either the English Laws or the Bahamian Laws, the question of whether they create such an interest in property would be determined under the applicable laws.
31. The Opinion Documents will not be subject to ad valorem stamp duty, registration, recording, filing or other fees, duties or taxes in Bermuda and no such fees, duties or taxes are payable in Bermuda in connection with the execution, delivery or performance of the Opinion Documents.
32. The choice of the English Laws as the governing law of the English Law Documents is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws:
33. which such court considers to be procedural in nature;
34. which are revenue or penal laws; or

35. the application of which would be inconsistent with public policy, as such term is interpreted under the laws of Bermuda.
36. The submission by each of the Companies pursuant to the English Law Documents to the exclusive jurisdiction of the English Courts is valid and binding upon the Obligors.
37. The choice of the Bahamian Laws as the governing law of the Bahamian Law Document is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws:
  38. which such court considers to be procedural in nature;
  39. which are revenue or penal laws; or
  40. the application of which would be inconsistent with public policy, as such term is interpreted under the laws of Bermuda.
41. The submission by each of the Companies pursuant to the Bahamian Law Documents to the jurisdiction of the Bahamian Courts is valid and binding upon the Companies.
42. The payment obligations of the Companies under the Opinion Documents are direct, general and unconditional obligations of such Company and rank at least pari passu with all other present or future unsecured and unsubordinated indebtedness of such Company other than indebtedness which is preferred by virtue of any provision of the laws of Bermuda of general application.
43. None of the Companies nor any of their respective assets are entitled to immunity from suit, execution, attachment of legal process under the laws of Bermuda, whether characterised as sovereign immunity or otherwise from any legal action or proceeding in Bermuda (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement).
44. No Bermuda taxes are imposed by withholding or otherwise on any payment to be made by any of the Companies under the relevant Opinion Documents or are imposed on or by virtue of the execution or delivery by the Companies of the Opinion Documents or any document or instrument to be executed or delivered under the Opinion Documents.
45. The courts of Bermuda will recognise as a valid judgment any final and conclusive judgment obtained against the Borrower by any party to the English Law Documents based upon such document in the English Courts under which a sum of money is payable (other than a sum of money payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or multiple damages as defined in the Protection of Trading Interests Act 1981 (the "1981 Act")) and such a judgment will be enforced by the Supreme Court of Bermuda under The Judgments (Reciprocal Enforcement) Act 1958 (the "1958 Act") without re-examination of the merits of the case provided that:
  46. the judgment is final and conclusive notwithstanding that an appeal may be pending against it or that it may still be subject to an appeal in the relevant jurisdiction;

47. the judgment is a judgment of the superior courts of England exercising original jurisdiction and is duly registered in the Supreme Court of Bermuda in accordance with the provisions of the 1958 Act;
48. the Borrower received notice of the proceedings in the English Courts in sufficient time to enable it to defend the proceedings; and
49. the judgment was not obtained by fraud.
50. The courts of Bermuda will recognise as a valid judgment any final and conclusive judgment obtained against the Borrower by any party to the Bahamian Law Document based upon such documents in the Bahamian Courts under which a sum of money is payable (other than a sum of money payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or multiple damages as defined in 1981 Act) and such a judgment will be enforced by the Supreme Court of Bermuda under the 1958 Act without re-examination of the merits of the case provided that:
51. the judgment is final and conclusive notwithstanding that an appeal may be pending against it or that it may still be subject to an appeal in the relevant jurisdiction;
52. the judgment is a judgment of the superior courts of the Bahamas exercising original jurisdiction and is duly registered in the Supreme Court of Bermuda in accordance with the provisions of the 1958 Act;
53. the Borrower received notice of the proceedings in the Bahamian Courts in sufficient time to enable it to defend the proceedings; and
54. (iv) the judgment was not obtained by fraud. Under Section 3 of the 1958 Act, the registration of the judgment of any of the courts referred to in paragraphs (p) and (q) in the Supreme Court of Bermuda involves the conversion of the judgment debt into Bermuda Dollars at the date of such court's judgment. However, the Bermuda Monetary Authority has indicated that its present policy is to give the consent necessary for the Bermuda dollar award made by the Supreme Court of Bermuda to be converted into external currency. No stamp duty or similar or other tax or duty is payable in Bermuda on the enforcement of a foreign judgment. Court fees will be payable in connection with proceedings for enforcement.
55. No party to the Opinion Documents will be deemed to be resident, domiciled, carrying on business or subject to taxation in Bermuda by reason only of the negotiation, preparation, execution, performance, enforcement of, and or receipt of any payment due from the Companies under the relevant Opinion Documents.
56. It is not necessary under the laws of Bermuda:
57. in order to enable any party to enforce its rights under the Opinion Documents; or
58. by reason of the execution, delivery and performance of the Opinion Documents by the parties thereto,

that such persons should be licensed, qualified or otherwise entitled to carry on business in Bermuda.

**EXISTING AGREEMENTS**

None.

CAPITALIZATION

<u>Credit Party</u>	<u>Owner</u>	<u>Type of Shares</u>	<u>Number of Shares Owned</u>	<u>Percent of Outstanding Shares Owned</u>
Seahawk One, Ltd.	NCL International, Ltd.	Ordinary	12,000	100%
NCL International, Ltd.	Arrasas Limited	Ordinary	12,000	100%

**SUBSIDIARIES**

<b>Name of Subsidiary</b>	<b>Direct Owner(s)</b>	<b>Percent(%) Ownership</b>	<b>Jurisdiction of Organization</b>
Arrasas Limited	NCL Corporation Ltd.	100	Isle of Man
Belize Investments Limited	Future Investments, Ltd.	100	St. Lucia
Breakaway One, Ltd.	NCL International, Ltd.	100	Bermuda
Breakaway Two, Ltd.	NCL International, Ltd.	100	Bermuda
Breakaway Three, Ltd.	NCL International, Ltd.	100	Bermuda
Breakaway Four, Ltd.	NCL International, Ltd.	100	Bermuda
Cruise Quality Travel Spain SL	NCL (Bahamas) Ltd.	100	Spain
Future Investments, Ltd.	Arrasas Limited	100	Bermuda
Krystalsea Limited	Belize Investments Limited	100	British Virgin Islands
NCL America Holdings, LLC	Norwegian Sextant Ltd.	100	Delaware
NCL America LLC	NCL America Holdings, LLC	100	Delaware
NCL (Bahamas) Ltd.	NCL International, Ltd.	100	Bermuda
NCL International, Ltd.	Arrasas Limited	100	Bermuda
Norwegian Compass Ltd.	NCL Corporation Ltd.	100	United Kingdom
Norwegian Cruise Co. Inc.	NCL Corporation Ltd.	100	Delaware
Norwegian Dawn Limited	NCL International, Ltd.	100	Isle of Man
Norwegian Epic, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Gem, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Jewel Limited	NCL International, Ltd.	100	Isle of Man
Norwegian Pearl, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Sextant Ltd.	Norwegian Cruise Co. Inc.	100	United Kingdom
Norwegian Sky, Ltd.	NCL International, Ltd.	100	Bermuda

<b>Name of Subsidiary</b>	<b>Direct Owner(s)</b>	<b>Percent(%) Ownership</b>	<b>Jurisdiction of Organization</b>
Norwegian Spirit, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Star Limited	NCL International, Ltd.	100	Isle of Man
Norwegian Sun Limited	NCL International, Ltd.	100	Bermuda
Polynesian Adventure Tours, LLC	NCL America LLC	100	Hawaii
PAT Tours, LLC	NCL America LLC	100	Delaware
Pride of America Ship Holding, LLC	NCL America LLC	100	Delaware
Pride of Hawaii, LLC	Arrasas Limited	100	Delaware
Seahawk One, Ltd.	NCL International Ltd.	100	Bermuda
Seahawk Two, Ltd.	NCL International Ltd.	100	Bermuda
Sixthman Ltd.	NCL International Ltd.	100	Bermuda

VESSEL

N/A

**APPROVED CLASSIFICATION SOCIETIES**

American Bureau of Shipping  
Nippon Kaiji Kyokai  
Lloyd's Register of Shipping  
Bureau Veritas  
DNV GL

**REQUIRED INSURANCE**

1. For the purpose of this Schedule 9.03, the following terms shall have the meanings ascribed to them as follows:

“Compulsory Acquisition Compensation” shall mean all moneys or other compensation whatsoever payable by reason of the compulsory acquisition of the Vessel other than by requisition for hire;

“Insurances” shall mean all policies and contracts of the insurance and entries of the Vessel in a protection and indemnity or war risks association which are effected in respect of the Vessel, its freight, disbursements, profits or otherwise and all benefits, including all claims and returns of premiums thereunder and shall also include all Compulsory Acquisition Compensation;

“Security Period” shall mean that period from the Delivery Date until the date on which all Loans shall have been fully paid, satisfied and extinguished.

“Total Loss” shall mean any actual or constructive or arranged or agreed or compromised total loss or compulsory acquisition of the Vessel (excluding any requisition for hire).

2. From the Delivery Date of the Vessel, the Borrower shall insure the Vessel, or procure that the Vessel is insured, in its name and keep the Vessel and procure that the Vessel is kept insured on an agreed value basis for an amount in Dollars approved by the Collateral Agent, provided that:

(a) the insured value of the Vessel shall at all times be equal to or greater than its fair market value,

(b) the insured value of the Vessel shall be equal to or greater than [\*] of the then applicable Total Commitment, and

(c) the hull and machinery insured value for the Vessel shall at all times be equal to no less than [\*] of the total insured value of the Vessel and no more than [\*] of the total insured value of the Vessel shall consist of hull interest and freight interest insurance

through internationally recognized independent first class insurance companies, underwriters, war risks and protection and indemnity associations reasonably acceptable to the Collateral Agent in each instance on terms and conditions approved by the Collateral Agent (with such approval not to be unreasonably withheld) including as to deductibles but at least in respect of:

(1) marine risks including all risks customarily and usually covered by first-class and prudent shipowners in the London insurance markets under English marine policies, or the Norwegian Plan or Collateral Agent-approved policies containing the ordinary conditions applicable to similar vessels;

- (2) war risks including the Missing Vessel Clause, terrorism, piracy and confiscation, and, should Institute War and Strike Clauses, Hulls Conditions prevail, the London Blocking and Trapping Addendum and war risks (protection and indemnity) with a separate limit and in excess of the amount for war risks (hull);
- (3) excess risks that is to say the proportion of claims for general average and salvage charges and under the running down clause not recoverable in consequence of the value at which the Vessel is assessed for the purpose of such claims exceeding the insured value;
- (4) protection and indemnity risks with full standard coverage and up to the highest limit of liability available (for oil pollution risk the highest limit currently available is [\*] for pollution risk and this to be increased if requested by the Collateral Agent and the increase is possible in accordance with the standard protection and indemnity cover for vessels of its type and is compatible with prudent insurance practice for first class cruise shipowners or operators in waters where the Vessel trades from time to time during the Security Period;
- (5) when and while the Vessel is laid-up, in lieu of hull insurance, normal port risks;
- (6) such other risks as the Collateral Agent may from time to time reasonably require;

and in any event in respect of those risks and at those levels covered by first class and prudent owners and/or financiers in the international market in respect of similar tonnage, provided that if any of such insurances are also effected in the name of any other person (other than the Borrower or the Collateral Agent) such person shall if so required by the Collateral Agent execute a first priority assignment and/or transfer of its interest in such insurances in favor of the Collateral Agent in similar terms mutatis mutandis to the relevant Assignment of Insurances.

3. The Collateral Agent at the cost of the Borrower or the Parent shall take out, in each case, for an amount in Dollars approved by the Collateral Agent but not being, collectively, less than [\*] of the then applicable Total Commitment, mortgagee interest insurance and mortgagee additional perils insurance on such conditions as the Collateral Agent may reasonably require, the Parent and the Borrower having no interest or entitlement in respect of such policies; the Collateral Agent undertakes to use its reasonable endeavors to match the premium level that the Borrower or the Parent would have paid if they had arranged such cover on such conditions (as demonstrated to the reasonable satisfaction of the Collateral Agent).

4. If the Vessel shall trade in the United States of America and/or the Exclusive Economic Zone of the United States of America (the "EEZ") as such term is defined in the US Oil Pollution Act 1990 ("OPA"), the Borrower shall comply strictly with the requirements of OPA and any similar legislation which may from time to time be enacted in any jurisdiction in which the Vessel presently trades or may or will trade at any time during the existence of the Vessel Mortgage and in particular before such trade is commenced and during the entire period during which such trade is carried on the Borrower shall:

- (i) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to it for the Vessel in the market;
- (ii) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association and

to comply with all obligations in order to maintain such cover, and promptly to deliver to the Collateral Agent copies of such declarations;

(iii) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly to deliver to the Collateral Agent copies of reports made in respect of such surveys;

(iv) implement any recommendations contained in the reports issued following the surveys referred to in sub-clause (iii) above within the time limit specified therein and provide evidence satisfactory to the Collateral Agent that the protection and indemnity insurers are satisfied that this has been done;

(v) in particular strictly comply with the requirements of any applicable law, convention, regulation, proclamation or order with regard to financial responsibility for liabilities imposed on the Borrower or the Vessel with respect to pollution by any state or nation or political subdivision thereof, including but not limited to OPA, and provide the Collateral Agent on demand with such information or evidence as it may reasonably require of such compliance;

(vi) procure that the protection and indemnity insurances do not contain a clause excluding the Vessel from trading in waters of the United States of America and the EEZ or any other provision analogous thereto and provide the Collateral Agent with evidence that this is so; and

(vii) strictly comply with any operational or structural regulations issued from time to time by any relevant authorities under OPA so that at all times the Vessel falls within the provisions which limit strict liability under OPA for oil pollution.

5. The Borrower shall give notice forthwith of any assignment and/or transfer of its interest in the Insurances to the relevant brokers, insurance companies, underwriters and/or associations in the form reasonably approved by the Collateral Agent.

6. The Borrower shall execute and deliver all such documents and do all such things as may be necessary to confer upon the Collateral Agent legal title to the Insurances in respect of the Vessel and to procure that the interest of the Collateral Agent is at all times filed with all slips, cover notes, policies and certificates of entry and to procure (a) that a loss payable clause in the form reasonably approved by the Collateral Agent and [\*] shall be filed with all the hull, machinery and equipment and war risks policies in respect of the Vessel and (b) that a loss payable clause in the form reasonably approved by the Collateral Agent and exceeding [\*] shall be endorsed upon the protection and indemnity certificates of entry in respect of the Vessel.

7. At the Borrower's expense the Borrower will cause such insurance broker and the P & I club or association providing P & I insurance to agree to advise the Collateral Agent by telex or telecopier confirmed by letter of any expiration, termination, alteration or cancellation of any policy, any default in the payment of any premium and of any other act or omission on the part of the Borrower of which it has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Vessel, and to provide an opportunity of paying any such unpaid premium or call, such right being exercisable by the

Collateral Agent on a vessel by vessel and not on a fleet basis. In addition, the Borrower or the Parent shall promptly provide the Collateral Agent with any information which the Collateral Agent reasonably requests for the purpose of obtaining or preparing any report from an independent marine insurance consultant as to the adequacy of the insurances effected or proposed to be effected in accordance with the provisions contained herein as of the date hereof or in connection with any renewal thereof, and the Borrower or the Parent shall upon demand indemnify the Collateral Agent in respect of all reasonable fees and other expenses incurred by or for the account of the Collateral Agent in connection with any such report; provided the Collateral Agent shall be entitled to such indemnity only for one such report during any period of twelve months.

8. The Borrower shall procure that each of the relevant brokers and associations furnish the Collateral Agent with a letter of undertaking in such usual form as may be reasonably required by the Collateral Agent and waives any lien for premiums or calls except in relation to premiums or calls attributable to the Vessel.

9. The Borrower shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances on the Vessel and to produce all relevant receipts when so required by the Collateral Agent;

10. The Borrower shall renew each of the Insurances on the Vessel before the expiry thereof and give immediate notice to the Collateral Agent of such renewal and procure that the relevant brokers or associations shall promptly confirm in writing to the Collateral Agent that such renewal is effected. If for any reason it appears that the Insurances will not be renewed before the expiry thereof, the Borrower shall also immediately notify the Collateral Agent once it becomes aware of the same.

11. The Borrower shall arrange for the execution of such guarantees as may from time to time be required by any protection and indemnity and/or war risks association.

12. The Borrower shall furnish to the Collateral Agent from time to time on request with full information about all Insurances maintained on the Vessel and the names of the offices, companies, underwriters, associations or clubs with which such Insurances are placed.

13. The Borrower shall not agree to any variation in the terms of any of the Insurances on the Vessel without the prior approval of the Collateral Agent (which approval shall not be unreasonably withheld) (save in circumstances where the variation is imposed by the insurers or reinsurers without requiring the Borrower's consent, in which case the Borrower shall notify the Collateral Agent of such variation in a timely manner) nor do any act or voluntarily suffer or permit any act to be done whereby any Insurances shall or may be rendered invalid, void, voidable, suspended, defeated or unenforceable and not to suffer or permit the Vessel to engage in any voyage nor to carry any cargo not permitted under any of the Insurances without first obtaining the consent of the insurers or reinsurers concerned and complying with such requirements as to payment of extra premiums or otherwise as the insurers or reinsurers may impose. If a variation in the terms of the Insurances is imposed as aforesaid and in the absolute opinion of the Collateral Agent its interest in the Insurances is thereby materially adversely affected and/or the proceeds of the Insurances payable to the Collateral Agent would be adversely affected, the Borrower undertakes promptly to make such changes to the Insurances, or such alternative Insurance arrangements, provided that such alternative Insurance arrangements are available in the insurance market to the Borrower at that time, as the Collateral Agent shall reasonably require.

14. The Borrower shall not, without the prior written consent of the Collateral Agent, settle, compromise or abandon any claim in respect of any of the Insurances on the Vessel other than a claim of less than [\*] or the equivalent in any other currency and not being a claim arising out of a Total Loss.
15. The Borrower shall promptly furnish the Collateral Agent with full information regarding any casualties or other accidents or damage to the Vessel involving an amount in excess of [\*].
16. The Borrower shall apply or ensure the appliance of all such sums receivable in respect of the Insurances on the Vessel for the purpose of making good the loss and fully repairing all damage in respect whereof the insurance moneys shall have been received.
17. In the event of the Borrower defaulting in insuring and keeping insured its Vessel as hereinbefore provided then the Collateral Agent may (but shall not be bound to) insure the Vessel or enter the Vessel in such manner and to such extent as the Collateral Agent in its discretion thinks fit and in such case all the cost of effecting and maintaining such Insurance together with interest thereon shall be paid on demand by the Borrower to the Collateral Agent.

**EXISTING LIENS**

None.

**CREDIT PARTY ADDRESSES**

If to any Credit Party:

7665 Corporate Center Drive  
Miami, Florida 33126  
United States of America  
Attn: Chief Financial Officer and General Counsel

With copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, NY 10019  
Attn: Steve Martinez  
Tel. No.: (212) 515-3200  
Fax No.: (212) 515-3288

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York  
NY 10019-6064  
Tel No: (212) 373-3074  
Fax No: (212) 492-0074  
Attn: Brad Finkelstein

**LENDER ADDRESSES**

**INSTITUTIONS**

**ADDRESSES**

**KFW IPEX-BANK GMBH**

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany  
Telephone: +49 69 7431 2625  
Fax: +49 69 7431 3768  
Attn: Ms Claudia Wenzel  
email: claudia.wenzel@kfw.de

FORM OF NOTICE OF BORROWING

[Date]

KfW IPEX-Bank GmbH,  
as Facility Agent for the Lenders party  
to the Credit Agreement  
referred to below  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: [\_\_\_\_\_]

Ladies and Gentlemen:

The undersigned, Seahawk One, Ltd., a Bermuda company (the "Borrower"), refers to the Credit Agreement, dated as of [ ] 2014 (as amended, restated, novated, modified and/or supplemented from time to time, the "Credit Agreement", unless otherwise defined herein, capitalized terms defined therein being used herein as therein defined), among NCL CORPORATION LTD., a Bermuda company (the "Parent"), the Borrower, the Lenders from time to time party thereto, you, as Facility Agent, Collateral Agent under the Security Documents, CIRR Agent and Hermes Agent, and the other parties thereto and hereby gives you notice, irrevocably, pursuant to Section 2.03 of the Credit Agreement, that the Borrower hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "Proposed Borrowing") as required by Section 2.03 of the Credit Agreement:

- (i) The Business Day of the Proposed Borrowing is \_\_\_\_\_ (the "Proposed Borrowing Date").<sup>1</sup>
- (ii) The portion of the Total Commitments to be utilized on the Proposed Borrowing Date (the "Proposed Utilized Commitments") is:
  - (A) € \_\_\_\_\_; and
  - (B) [\$ \_\_\_\_\_ in respect of the Hermes Premium].<sup>2</sup>

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<sup>1</sup> Shall be a Business Day at least three Business Days after the date hereof, provided that (in each case) any such notice shall be deemed to have been given on a certain day only if given before 11:00 a.m. (Frankfurt time) on such day (unless such 11:00 a.m. deadline is waived in the case of the Initial Borrowing Date).

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(iii) The initial Interest Period for the Proposed Borrowing is \_\_\_\_ [month(s)].<sup>3</sup>

(iv) The Parent and/or the Borrower [have] [have not] entered into Earmarked Foreign Exchange Arrangements with respect to the amount required to be paid to the Yard on the Proposed Borrowing Date [and the Dollar Equivalent of the aggregate principal amount of the Proposed Utilized Commitments is [\_\_\_\_]].<sup>4</sup>

(v) The proceeds of the Proposed Borrowing shall be deposited in the following accounts:

<u>Bank and Account No.</u>	<u>Account Name</u>	<u>Amount to be Disbursed (indicate Dollars or Euros)</u> <sup>5</sup>
[ ]	[ ]	[ ]

(vi) [Attached hereto as Annex A is evidence of the Earmarked Foreign Exchange Arrangements referred to in clause (iv) above.]

In connection with the Proposed Borrowing, the Borrower hereby certifies as follows:

(i) As of the Proposed Borrowing Date, all conditions and requirements under the Construction Contract required to be satisfied on such Proposed Borrowing Date have been satisfied, other than those that are not materially adverse to the Lenders.

(ii) Both on the date hereof and as of the Proposed Borrowing Date, the representations and warranties made by each Credit Party in or pursuant to the Credit Documents

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(...continued)

<sup>2</sup> The drawing of the Hermes Premium is available as provided in Section 2.02 of the Credit Agreement and, in any event, should be paid to Hermes in accordance with Section 5.15 of the Credit Agreement on or before the Initial Borrowing Date.

<sup>3</sup> The initial Interest Period for any Loan shall commence on the Proposed Borrowing Date of such Loan and each Interest Period occurring thereafter in respect of such Loan shall commence on the day on which the immediately preceding Interest Period applicable thereto expires and shall, if interest is payable at the Fixed Rate, be for a six month period or, if interest is payable at the Floating Rate, be for a three or six month period.

<sup>4</sup> Dollar Equivalent to be included if the Borrower has entered into Earmarked Foreign Exchange Arrangements.

<sup>5</sup> Euro disbursement only available if the Parent and/or the Borrower have not entered into Earmarked Foreign Exchange Arrangements.

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are true and correct in all material respects, on and as of such Proposed Borrowing Date as if made on and as of such Proposed Borrowing Date, unless stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

(iii) Both on the date hereof and as of the Proposed Borrowing Date after giving effect to the Proposed Borrowing, no Default or Event of Default is or will be continuing.

Very truly yours,

SEAHAWK ONE, LTD.

By: \_\_\_\_\_  
Name:  
Title:

---

Evidence of Earmarked Foreign Exchange Arrangements

[See attached.]

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[\*]

**1 Builders Risks Insurance**

**Assured:** [\*]

**Period:** [\*]

**Value:** [\*]

**Deductibles:**

[\*]

**2 Hull and Machinery (Marine Risks)**

**Assured:** Seahawk One, Ltd., owner

[\*]

**Period:** [\*]

**Value:** [\*]

[\*]

**Deductibles:**

[\*]

**3 Increased Value and/or Disbursements and/or Freight Interest and/or Hull Interest (Marine risks).**

**Assured:** [\*]

**Period:** [\*]

**Amount:** [\*]

**4 War Risks, Hull and Machinery and Increased Value and/or Disbursements.**

**Assured:** [\*]

**Period:** [\*]

**Amount:** [\*]

**5 Protection and Indemnity Risks.**

**Assured/  
Member:** [\*]

**Period:** [\*]

**Limit:** [\*]

**CONDITIONS, [\*]**

[\*]

**Security: [\*]**

**CONDITIONS, Hull and Machinery Marine Risks**

[\*]

**SECURITY: [\*]**

**CONDITIONS, Hull Interest and/or Freight Interest, Marine Risks.**

[\*]

**SECURITY: [\*]**

**CONDITIONS, War Risks etc. Hull and Machinery.**

[\*]

**SECURITY: [\*]**

**CONDITIONS: Protection and Indemnity Risks.**

[\*]

**SECURITY: [\*]**

**GENERAL COMMENTS.**

[\*]

**OPINION.**

[\*]

**Form of Exhibit B- 2**

*[Letterhead of Insurance Broker]*

To:

KFW IPEX-Bank GmbH, as Collateral Agent,  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany  
Attn: Claudia Wenzel

From:

*[Insert name of Insurance Broker]*

Date: [•], 20[•]

Dear Sirs,

1. This Certificate is delivered pursuant to Section 7.02 of the Credit Agreement dated as of [•] July 2014 and made between (amongst others) Seahawk One, Ltd, as Borrower, NCL Corporation Ltd. (“**NCLC**”) as Parent, the Lender Creditors from time to time party thereto and KFW IPEX-Bank GmbH, as Facility Agent, Collateral Agent and CIRR Agent (as the same may be amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”).

Capitalized terms used and not otherwise defined in this Certificate shall have the meanings assigned to such terms in the Credit Agreement.

2. We hereby certify to you that, with respect to the Vessel, on and as of the date of this Certificate:
    - (i) the insurance cover referred to below is placed and maintained with such insurance companies and/or underwriters and/or clubs, in such amounts, against such risks, and in such form, as are customarily insured against by similarly situated insureds for the protection of the Facility Agent, the Collateral Agent, the CIRR Agent and/or the Lender Creditors as mortgagees of the Vessel; and
    - (ii) the insurance cover referred to in this Certificate conforms with the Required Insurances including (without limitation) hull and machinery, war risks, loss of hire (if applicable) and protection and indemnity insurance set forth in Schedule 9.03 of the Credit Agreement.
  3. The insurance cover referred to in paragraph 2(i) above comprises *[Insert description of the insurances maintained on the Vessel]*.
-

Yours truly,

For and on behalf of

*[Insert name of Insurance Broker]*

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Dated

[·] 2014

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**KFW IPEX-BANK GMBH** (1)  
(as Facility Agent)

**KFW** (2)  
(as CIRR Mandatary)

**THE BANKS AND INSTITUTIONS** (3)  
listed in Appendix 2  
(as Lenders)

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**INTERACTION AGREEMENT**  
in relation to an Export Credit Facility Agreement  
dated [·] July 2014  
Hull No. [·] at Meyer Werft GmbH  
Papenburg, Germany

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 **NORTON ROSE FULBRIGHT**

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**THIS INTERACTION AGREEMENT** is made on [●] 2014 **BETWEEN:**

- (1) **KFW IPEX-BANK GMBH**, acting through its office at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany acting as facility agent (in that capacity the "**Facility Agent**" and "**CIRR Agent**"); and
- (2) **KFW**, acting through its office at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (the "**CIRR Mandatary**"); and
- (3) **THE BANKS AND INSTITUTIONS** listed in Appendix 2 (the "**Lenders**" and any one of them a "**Lender**").

**WHEREAS** this Interaction Agreement (the "**Agreement**") is supplemental to:

- (A) a credit agreement dated [-] July 2014 relating to the financing of provisional hull number [\*] at Meyer Werft GmbH, Papenburg, Germany made between (among others) (a) the Borrower, (b) the Parent, (c) the Lenders, (d) the Facility Agent, (e) the CIRR Agent, (f) the Collateral Agent and (g) the Hermes Agent pursuant to which the Lenders will make available to the Borrower a multi-draw term loan credit facility in an aggregate principal amount of up to €665,995,880 (the "**Loans**") to finance in part the acquisition of provisional hull number [\*] at the yard of Meyer Werft GmbH and related fees (the "**Credit Agreement**");
- (B) the refinancing agreements dated the date hereof relating to the Commitments of the Lenders entered into between CIRR Mandatary and each Bank (as defined below) in the forms attached as Appendix 1 hereto (each a "**Refinancing Agreement**" and together the "**Refinancing Agreements**");
- (C) the CIRR General Terms and Conditions as set out in Annex 3 to each Refinancing Agreement; and
- (D) the Hermes Cover.

**1 Definitions and interpretation**

- 1.1 Terms used in the Credit Agreement have the same meaning in this Agreement unless otherwise defined herein.
  - 1.2 The following terms have the following meanings when used in this Agreement:
-

"**Bank**" refers to each Lender except KfW IPEX-Bank GmbH both in its capacity as a Lender under the Credit Agreement and as the Bank under the relevant Refinancing Agreement.

"**KfW Rate**" means the interest rate payable to the CIRR Mandatary under the Refinancing Agreements.

"**Lender**" refers to a party both in its capacity as Lender under the Credit Agreement and as a Bank under a Refinancing Agreement.

"**Refinancing Loan**" means the loan made by the CIRR Mandatary to a Bank pursuant to the Refinancing Agreement to which that Bank is a party.

1.3 In this Agreement:

1.3.1 words denoting the plural number include the singular and vice versa;

1.3.2 words denoting persons include corporations, partnerships, associations of persons (whether incorporated or not) or governmental or quasigovernmental bodies or authorities and vice versa;

1.3.3 references to Recitals, Clauses, Sections and Appendices are references to recitals, clauses of, sections to and appendices to this Agreement;

1.3.4 references to this Agreement include the Recitals and the Appendices;

1.3.5 the headings and contents page(s) are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Agreement;

1.3.6 references to any document (including, without limitation, to all or any of the Credit Documents) are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time;

1.3.7 references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted;

1.3.8 references to any Lender, Bank or Secured Creditor include its successors, permitted transferees and permitted assignees;  
and

1.3.9 references to times of day are to Frankfurt am Main time;

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1.4 This Agreement operates to amend and supplement the Refinancing Agreement in accordance with its terms and in the event of any inconsistency between (i) the terms of the Refinancing Agreement and the CIRR General Terms and Conditions incorporated therein and (ii) this Agreement, the terms of this Agreement will prevail.

**2 K f W IPEX-Bank GmbH as agent**

- 2.1 The CIRR Mandatary and all Banks agree that the Facility Agent will act as the agent of the Banks for the purposes of all Refinancing Agreements in relation to the following matters:
- 2.1.1 confirmation to the CIRR Mandatary of the fulfilment of conditions precedent in relation to the delivery of a Drawdown Notice, under section 5.1 of each Refinancing Agreement;
  - 2.1.2 making disclosures to the CIRR Mandatary of circumstances pertaining to the Loans, its proper repayment or collateralisation available on a regular basis as required under section 9.1 of each Refinancing Agreement. The Facility Agent will however only disclose such information that is available to it;
  - 2.1.3 notification of all amendments and addenda to the Credit Agreement under section 9.2 of each Refinancing Agreement;  
and
  - 2.1.4 immediately to report if, by the conclusion of each Refinancing Agreement, there are material changes or additions to the information given at the time of the application for an interest make-up commitment as required under section 9.1 of the CIRR General Terms and Conditions.
- 2.2 The CIRR Mandatary agrees to accept performance by the Facility Agent as the agent and assistant of the Banks, as applicable according to Clause 2.1 above, as aforesaid to the CIRR Mandatary as full performance of all Banks' obligations under the relevant sections of the Refinancing Agreements.
- 2.3 The Facility Agent further agrees to act as agent or assistant of each Bank, as applicable according to Clause 2.1 above, in its capacity as the Facility Agent, to notify the Parent and the Borrower of the conclusion of each Refinancing Agreement with the CIRR Mandatary.
- 2.4 The Banks, the CIRR Mandatary and the Facility Agent agree in relation to section 4.2 of each Refinancing Agreement that the Facility Agent has been appointed as the Facility Agent on behalf of all Banks and in such capacity will discharge the responsibilities of all Banks under section 4.2 of each Refinancing Agreement and further agree that the Facility Agent will discharge those responsibilities for itself and all Banks if it acts in accordance
-

with the customary standards and duties of facility agents in high value syndicated loan transactions.

### **3 Advance, interest, repayment, prepayment, disbursement and netting**

- 3.1 The parties to this Agreement agree that the loan as funded by the relevant Refinancing Agreement will be advanced by the Facility Agent to the Borrower in accordance with section 2 of the Credit Agreement.
  - 3.2 The CIRR Mandatary and each Lender agree that the distribution by the Facility Agent to the Lenders of payments of interest on the Loan by the Borrower and payments of interest on its Refinancing Loan by each Lender will be made on a net basis so that on each date for the payment of interest under the Credit Agreement the following payments will be made in discharge of the said payment obligations:
    - 3.2.1 the Borrower will pay to the Facility Agent for the account of the Lenders an amount equal to the interest due on the outstanding Loan;
    - 3.2.2 the Facility Agent will distribute to the Lenders according to their respective pro rata shares out of the payment received from the Borrower an amount equal to (a) where interest on the Loan is payable at the Fixed Rate, the Fixed Rate Margin plus the administrative margin of 20bps then payable on the outstanding Loan or (b) where interest on the Loan is payable at the Floating Rate, the Floating Rate Margin plus Mandatory Costs (if any) then payable on the outstanding Loan, in each case, minus the sum of the refinancing mark-up and the KfW margin set out in sections 2.2.11 and 2.2.12 of each Refinancing Agreement; and
    - 3.2.3 the Facility Agent will pay to the CIRR Mandatary out of the payment received from the Borrower an amount equal to interest at the KfW Rate then payable on the Refinancing Loans.
  - 3.3 The Facility Agent agrees to pay to the CIRR Mandatary on behalf of each Lender all amounts received by the Facility Agent in respect of repayments of principal of the Loan, on the due date for payment to the CIRR Mandatary of repayments of the Refinancing Loans under the Refinancing Agreements and the Lenders irrevocably authorize the Facility Agent to make such payments. The Facility Agent agrees to provide notice to each Lender upon each payment to the CIRR Mandatary under this Clause 3.3. The Facility Agent agrees to provide notice to each Lender upon each payment to the CIRR Mandatary under this Clause 3.3.
-

- 3.4 The parties hereto agree that any disbursements under the Refinancing Agreements will be made directly from the CIRR Mandatary to the Facility Agent for the purpose of disbursement to the Borrower, to the Yard or to Hermes, as applicable.
- 3.5 The Facility Agent agrees to pay to the CIRR Mandatary on behalf of each Lender all amounts received by the Facility Agent in respect of the Commitment Commission or other fees according to sections 2.09, 2.10, 3, 4.04, 14.01 and 14.05 of the Credit Agreement and section 6.4 of the relevant Refinancing Agreement.

#### 4 Miscellaneous

- 4.1 No party may assign its rights under this Agreement other than together with an assignment of its rights under and in accordance with the Credit Agreement.
- 4.2 All Banks agree that KfW IPEX-Bank GmbH shall be released from the restrictions of § 181 BGB (*Bürgerliches Gesetzbuch; German Civil Code*) in respect of this Agreement.
- 4.3 The parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions. The void, invalid or ineffective provisions shall be deemed replaced by such valid and effective provisions that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.
- 4.4 No failure to exercise, nor any delay in exercising, on the part of any party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 4.5 Every notice, request, demand or other communication under this Agreement shall:
- 4.5.1 be in writing delivered personally or by first-class prepaid letter (airmail if available) or facsimile (confirmed in the case of facsimile by first-class prepaid letter sent within twenty-four (24) hours of despatch of the facsimile but so that the non-receipt of such confirmation shall not affect in any way the validity of the facsimile in question);
-

4.5.2 be deemed to have been received, subject as otherwise provided in this Agreement, if delivered personally, when delivered or in the case of a first class prepaid letter, five (5) Business Days after it has been put in the post, in the case of a facsimile at the time of despatch with electronic or other confirmation of receipt (provided that if the date of despatch is not a business day in the country of the addressee, it shall be deemed to have been received at the opening of business on the next such business day) or if by electronic mail in accordance with Clause 4.6; and

4.5.3 be sent:

(a) if to be sent to the Facility Agent, at:

KfW IPEX-Bank GmbH  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attn: Claudia Wenzel  
Tel No: (49) 69 7431 2625  
Fax No: (49) 69 7431 3768

(b) if to be sent to a Bank, to it at its address and facsimile number set forth in Appendix 2;

(c) if to be sent to the CIRR Mandatary, at:

KfW IPEX-Bank GmbH  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attn: Markus Kristen and Anja Demisch  
Tel No: (49) 69 7431 4687 / 3621,  
Fax No: (49) 69 7431 2944

or to such other address and facsimile number as is notified by one party to the other parties under this Agreement by not less than five (5) Business Days' written notice.

4.6 Any:

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- 4.6.1 communication to be made in connection with this Agreement may be made by electronic mail or other electronic means, if the relevant parties: (a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication; (b) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and (c) notify each other of any change to their address or any other such information supplied by them; and
- 4.6.2 electronic communication made between any parties hereunder will be effective only when actually received in readable form and acknowledged by the recipient (it being understood that any system generated responses do not constitute an acknowledgement) and only if it is addressed in such a manner as the recipient shall specify for this purpose.

**5 Counterparts and governing law**

- 5.1 This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 5.2 This Agreement and all claims arising in connection with it are governed by, and are to be construed in accordance with, the laws of the Federal Republic of Germany.
- 5.3 The courts of Frankfurt am Main shall have jurisdiction in respect to all disputes out of or relating to this Agreement.

**IN WITNESS** of which the parties to this Agreement have executed this Agreement the day and year first before written.

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**SIGNED** by )  
 )  
duly authorised for and on behalf of )  
**KFW IPEX-BANK GMBH** )  
(as the Facility Agent) )  
in the presence of: )

**SIGNED** by )  
 )  
duly authorised for and on behalf of )  
**KFW** )  
(as the CIRR Mandatary) )  
in the presence of: )

**SIGNED** by )  
 )  
duly authorised for and on behalf of )  
**KFW IPEX-BANK GMBH** )  
(as Lender) )  
in the presence of: )

**SIGNED** by )  
 )  
duly authorised for and on behalf of )  
**[●]** )  
(as Lender) )  
in the presence of: )

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**Appendix 1**  
**Forms of Refinancing Agreement**

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**Appendix 2**

**The Lenders**

[*]	[*]
[*]	[*]

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SECRETARY'S CERTIFICATE OF  
CREDIT PARTIES

July \_\_, 2014

The undersigned Secretary of each of the entities listed on Schedule I hereto (each, a "Credit Party") does hereby certify the following to KfW IPEX-Bank GmbH ("KfW IPEX"), as Facility Agent in connection with the Credit Agreement, dated as of July 14, 2014, among NCL Corporation Ltd., Seahawk One, Ltd., as Borrower, the Lenders from time to time party thereto, KfW IPEX-BANK GmbH, as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner and Hermes Agent and the other parties thereto (as the same may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used in this certificate shall have the meanings assigned to them in the Credit Agreement, unless otherwise defined in this certificate.

1. Attached hereto as Exhibit A is a true and complete copy of minutes or resolutions duly adopted by the board of directors (or equivalent) of each Credit Party authorizing, among other things, the execution, delivery and performance of the Credit Documents to which such Credit Party is a party, and such minutes or resolutions (or equivalent) have not since their adoption been in any way modified, rescinded, revoked or amended in whole or in part, in any respect, and are in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the certificate of incorporation and by-laws or equivalent organizational documents of each Credit Party, each of which is as of the date hereof in full force and effect.

3. The persons whose names appear on Exhibit C hereto are, as of the date hereof, duly elected or appointed, as applicable, qualified, and acting officers or directors of each Credit Party, holding the offices or directorships set forth beside their names, and are authorized to execute and deliver the Credit Documents on behalf of such Credit Party, and the signature appearing next to each name is the genuine signature of such officer or director.

4. On the date hereof, the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof, both before and after giving effect to the incurrence of Loans on the date hereof and the application of the proceeds thereof, unless stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

5. On the date hereof, no Default or Event of Default has occurred and is continuing or would result from the Borrowing to occur on the date hereof or from the application of the proceeds thereof.

6. There is no proceeding for the dissolution or liquidation of any Credit Party or threatening any Credit Party's existence.

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IN WITNESS WHEREOF, each of the Credit Parties has caused this Secretary's Certificate to be executed and delivered by its duly authorized representative as of the date first set forth above.

**NCL CORPORATION LTD.**

By: \_\_\_\_\_  
Name: Madeleine Evans  
Title: Secretary

**NCL INTERNATIONAL, LTD.  
SEAHAWK ONE, LTD.**

By: \_\_\_\_\_  
Name: Daniel S. Farkas  
Title: Secretary

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I, Kevin M. Sheehan, President and Chief Executive Officer of NCL Corporation Ltd., NCL International, Ltd. and Seahawk One, Ltd. hereby certify that Madeleine Evans is the duly elected or appointed, as applicable, and qualified Secretary of NCL Corporation Ltd. and that the signature appearing above is her genuine signature, and that Daniel S. Farkas is the duly elected or appointed, as applicable, and qualified Secretary of NCL International, Ltd. and Seahawk One, Ltd. and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first set forth above.

---

Name: Kevin M. Sheehan  
Title: President and Chief Executive Officer

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**Schedule I**

**Credit Parties**

NCL Corporation Ltd.  
NCL International, Ltd.  
Seahawk One, Ltd.

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**Exhibit A**

**Resolutions**

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**Exhibit B**

**Organizational Documents**

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**Exhibit C**

**Incumbency**

**NCL Corporation Ltd.**

Madeleine Evans	Secretary	_____
Kevin M. Sheehan	President Chief Executive Officer	_____
Wendy Beck	Executive Vice President Chief Financial Officer	_____

**NCL International, Ltd.  
Seahawk One, Ltd.**

Daniel S. Farkas	Senior Vice President General Counsel Secretary	_____
Kevin M. Sheehan	President Chief Executive Officer	_____
Wendy Beck	Executive Vice President Chief Financial Officer	_____

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**Form Of Transfer Certificate**

To: [ ] as Facility Agent and [ ] as Hermes Agent

From: [*The Existing Lender*] (the "**Existing Lender**") and [*The New Lender*] (the "**New Lender**")

Dated:

**Seahawk One, Ltd. – €665,995,880 Credit Agreement  
dated [-] 2014 (the "Credit Agreement")**

1. We refer to the Credit Agreement. This agreement (the "**Agreement**") shall take effect as a Transfer Certificate for the purpose of the Credit Agreement. Terms defined in the Credit Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to Section 13.06 (*Procedure and Conditions for Transfer*) of the Credit Agreement:
  - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule attached hereto in accordance with Section 13.06 (*Procedure and Conditions for Transfer*).
  - (b) The proposed date of transfer is [ ].
  - (c) The Notice Office and address, fax number and attention details for notices of the New Lender for the purposes of Section 14.03 (*Notices*) are set out in the Schedule attached hereto.
3. On the date of the transfer the New Lender becomes:
  - (a) Party to the relevant Credit Documents (other than the Security Trust Deed) as a Lender; and
  - (b) Party to the Security Trust Deed as a Secured Creditor[.];[; and]
  - (c) [Party to the Interaction Agreement.]<sup>1</sup>
4. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Section 13.04 (*Limitation of responsibility of Existing Lenders*).

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<sup>1</sup> Applicable to any New Lender that elects to become a Refinanced Bank.

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5. We refer to Clause 8.2 (*Changes of Secured Creditor*) of the Security Trust Deed
    - (a) In consideration of the New Lender being accepted as a Secured Creditor for the purposes of the Security Trust Deed (and as defined therein), the New Lender confirms that, as from the date of the transfer, it intends to be party to the Security Trust Deed as a Secured Creditor, and undertakes to perform all the obligations expressed in the Security Trust Deed to be assumed by a Secured Creditor and agrees that it shall be bound by all the provisions of the Security Trust Deed, as if it had been an original party to the Security Trust Deed.
  6. We refer to Section 13.01(c) (*Assignments and Transfers by the Lenders*) of the Credit Agreement. Each New Lender, by executing this Assignment, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the Required Lenders in accordance with the Credit Agreement on or prior to the date on which the transfer becomes effective in accordance the Credit Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
  7. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
  8. This Agreement takes effect as a deed.
  9. This Agreement has been entered into on the date stated at the beginning of this Agreement.
  10. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with English law.
- Note:** **The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Collateral in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Collateral in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**
-

**THE SCHEDULE**

**Commitment/rights and obligations to be transferred**

*[insert relevant details]*

*[Notice Office address, fax number and attention details for notices and account details for payments]*

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SIGNATORIES

[Existing Lender]

Executed as a deed by *[name of Existing Lender]*,  
acting by *[name of director]*:

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*[Signature of Director]*

Director

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*[Signature of Director]*

Director

[New Lender] Executed as a deed by *[name of  
New Lender]*, acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

This Agreement is accepted as a Transfer Certificate for the purposes of the Credit Agreement by the Facility Agent and by the Hermes Agent, and the date of the transfer is confirmed as [ ].

---

Signature of this Agreement by the Facility Agent constitutes confirmation by the Facility Agent of receipt of notice of the transfer referred to in this Agreement, which notice the Facility Agent receives on behalf of each Lender Creditor.

[Facility Agent]

Executed as a deed by [**Facility Agent**], acting by  
[*name of director*]:

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[**Signature of Director**]

Director

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[**Signature of Director**]

Director

[Hermes Agent]

Executed as a deed by [**Hermes Agent**], acting by  
[*name of director*]:

---

[**Signature of Director**]

Director

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[**Signature of Director**]

Director

[NCL Corporation Ltd.]<sup>2</sup>

[Signed as a deed by [**NCL Corporation Ltd.**], a company incorporated in Bermuda, by  
[**full name(s) of person(s) signing**], being [a] person[s] who, in accordance with the laws  
of that territory, [is][are] acting under the authority of the company.

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<sup>2</sup> To be signed by the Company only if the transfer is pursuant to section 13.01(a)(ii)

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*Signature(s)*

Authorised [signatory] [signatories]

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**SHARE CHARGE**

relating to shares in

**SEAHAWK ONE, LTD.**

Dated                      2014

(1) NCL INTERNATIONAL, LTD.

(2) KFW IPEX-BANK GMBH

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## Share Charge

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**DATE** 2014

### **PARTIES**

- (1) NCL INTERNATIONAL, LTD., a company organised and existing under the laws of Bermuda, having its registered office at Cumberland House, 1 Victoria Street, Hamilton HM 11 (the "Chargor"); and
- (2) KFW IPEX-BANK GMBH, a company incorporated under the laws of Germany whose business address is at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, as collateral agent for the Secured Creditors (as defined below) (the "Collateral Agent").

### **INTRODUCTION**

- (A) By a credit agreement dated [ ] 2014 (as may be modified, supplemented, novated or amended from time to time, the "Credit Agreement") and made between, among others, (i) the Borrower (as defined below), (ii) various parties defined therein as lenders (the "Lenders") and (iii) the Collateral Agent, the Lenders agreed, among other things, to make available to the Borrower, upon the terms and conditions set forth therein, a multi-draw term loan credit facility of up to €665,995,880 (the "Facility").
- (B) By one or more Interest Rate Protection Agreements or Other Hedging Agreements (each as defined in the Credit Agreement) entered into from time to time and by, among others, the Borrower and/or NCL Corporation Ltd. and one or more Lenders or any affiliate thereof, the financial institutions party to such agreements shall have provided interest rate, foreign exchange or other derivative arrangements to the Borrower and/or NCL Corporation Ltd..
- (C) At the date of this Charge, 12,000 ordinary shares of the Borrower are legally and beneficially owned by the Chargor (the "Issued Shares").
- (D) It is one of the conditions precedent to the Lenders advancing or continuing to advance the Facility, or any part thereof, to the Borrower under the Credit Agreement that the Chargor enters into this Charge.

**DEFINITIONS**

(1) In this Charge, unless contrary to or inconsistent with the context:

Borrower	means Seahawk One, Ltd., a company incorporated and existing under the laws of Bermuda;
Dollar and US\$	means the lawful currency of the United States of America;
Event of Default	means any event specified as such in section 11 of the Credit Agreement;
Lender Creditors	means the Lenders and each Agent under the Credit Agreement;
Lien	means a charge, mortgage, hypothecation, title retention, pledge, lien, security interest or other encumbrance, whether fixed or floating and howsoever created or arising;
Other Creditors	means any Lender or any affiliate thereof and their successors, transferees and assignees if any (even if such Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender's or affiliate's successors, transferees and assignees, with which the Parent and/or the Borrower enters into any Interest Rate Protection Agreements or Other Hedging Agreements from time to time;
Secured Creditors	means collectively (i) the Lender Creditors and (ii) the Other Creditors;
Secured Obligations	has the meaning ascribed thereto in the Credit Agreement
Security Assets	has the meaning set out in clause 1(a);
Security Period	means the period commencing on the date of this Charge and ending on the date upon which the Collateral Agent has informed the Chargor that all the Secured Obligations have been irrevocably discharged in full; and

## Share Charge

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Shares means the Issued Shares and the Additional Shares (as defined in clause 1(a)(ii)).

### INTERPRETATION

- (2) In this Charge unless contrary to or inconsistent with the context:
- (a) capitalised terms used herein (and not otherwise defined herein) shall have the meaning ascribed thereto in the Credit Agreement;
  - (b) words (including, without limitation, defined terms) importing:
    - (i) the singular include the plural and vice versa; and
    - (ii) any gender includes all genders;
  - (c) a reference to a party or person includes a reference to that party or person and its successors, transferees, substitutes (including, but not limited to, any party or person taking by novation), executors, administrators and assignees;
  - (d) the word "person" includes an individual, any entity having separate legal personality under the laws governing its formation, partnerships and trusts (whether or not having separate legal personality), companies, corporations, unincorporated organisations and any government, department or agency thereof;
  - (e) a reference to any thing or any matter (including, but not limited to, the Secured Obligations, any other amount and the Security Assets) is a reference to the whole and any part of it;
  - (f) a reference to this Charge, or any other document includes any variation, novation or replacement of or supplement to any of them from time to time;
  - (g) a reference to a clause or Schedule means a reference to a clause or Schedule of this Charge;
-

## Share Charge

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- (h) where any clause contains sub-clauses, paragraphs or sub-paragraphs, each sub-clause, paragraph and sub-paragraph however called may be read and construed separately and independently of each other;
- (i) a reference (whether specific or general) to a statute or to any other legislation includes any code, ordinance or other law, and any regulation, rule or bye-law or other instrument made under it, and all official directives (if any) and all amendments, consolidations, re-enactments or substitutions of any of them from time to time;
- (j) a reference to a document includes any deed, agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (k) "writing" and related expressions includes all means of reproducing words in a tangible and permanently visible form;
- (l) any agreement, undertaking, acknowledgment, condition or other term that is made or given by the Chargor is deemed to be a covenant in favour of and for the benefit of the Lender;
- (m) headings are inserted for guidance only and do not affect the interpretation of this Charge; and
- (n) an Event of Default is "subsisting" until it has been waived in writing by, or remedied to the satisfaction of, the Collateral Agent.

### **OPERATIVE PROVISIONS**

#### **1. Charge**

As a continuing security for the Secured Obligations, the Chargor, as legal and beneficial owner, hereby:

- (a) charges and agrees to charge in favour of the Collateral Agent, all of its right, title and interest in and to the following property (collectively the "Security Assets") as a first fixed security for the Secured Obligations:

## Share Charge

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- (i) the Issued Shares and any interest it has in the entries on the books of any financial intermediary pertaining to such Issued Shares, and all cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect or in exchange for any or all of such Issued Shares;
  - (ii) all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock, shares or other securities of the Borrower acquired by it in any manner during the Security Period (which shares and securities shall be deemed to be part of the Shares) or any other rights and any interest in the entries on the books of any financial intermediary pertaining to such additional shares (all such shares, securities, warrants, options, rights, certificates, instruments and interests collectively being "Additional Shares") and all cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Additional Shares;
  - (iii) all dividends or interest paid or payable by the Borrower after the date of and during the continuance of an Event of Default on all or any of the Shares; and
  - (iv) to the extent not covered by paragraphs (i) through (iii) above, all proceeds of any or all of the foregoing Security Assets. For the purposes of this Charge, the term "proceeds" includes whatever is receivable or received when the Security Assets or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary; and
- (b) undertakes to deposit forthwith with the Collateral Agent, and in such manner as the Collateral Agent may direct the following:
- (i) all share certificates in respect of the Issued Shares;
  - (ii) a duly executed undated share transfer form in respect of the Issued Shares in favour of the Collateral Agent or its nominee;

## Share Charge

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- (iii) an undertaking from the Borrower to register transfers of the Shares to the Collateral Agent or its nominee (in the form set out in Schedule 1); and
  - (iv) an irrevocable proxy from the Chargor to the Collateral Agent entitling the Collateral Agent to vote in respect of the Shares and exercise all other rights, powers and privileges and remedies to which a holder of shares would be entitled (in the form set out in Schedule 2); and
- (c) undertakes to deliver, or cause to be delivered, to the Collateral Agent promptly following the issue of any Additional Shares held by the Chargor at any time after the date hereof, the items listed in clauses 1(b)(i) and (ii) in respect of all such Additional Shares,

provided that, upon irrevocable payment in full in Dollars of the Secured Obligations, the Collateral Agent will, at the request and expense of the Chargor, release to the Chargor all the rights, title and interest of the Collateral Agent in or to the Security Assets.

### 2. Preservation of Security

- 2.1 The security constituted by this Charge shall be continuing and not satisfied by an intermediate payment or satisfaction of the whole or any part of the Secured Obligations but shall secure the ultimate balance of the Secured Obligations. The security hereby given shall be in addition to any other Lien now or hereafter held by the Collateral Agent for all or any of the Secured Obligations, and the Collateral Agent's rights under this Charge shall not be postponed, lessened or otherwise prejudicially affected or merged in any other such security.
- 2.2 The obligations of the Chargor hereunder and the security constituted by this Charge shall not be affected by any act, omission or circumstances which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations including without limitation and whether or not known to either of the Chargor or the Collateral Agent:
- (a) any time or indulgence granted to any person including the Borrower, or the Chargor;

## Share Charge

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- (b) the variation, extension, compromise, renewal or release of, or refusal or neglect to perfect or enforce any terms of this Charge; and
  - (c) any irregularity, invalidity or unenforceability of any obligations of the Chargor under this Charge or any present or future law or order of any government authority (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations under this Charge which shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order provided that any such construction shall not cause the Chargor to be in breach or contravention of any applicable law or order.
- 2.3 Where any discharge (whether in respect of this Charge or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise without limitation, the security constituted by this Charge and the liability of the Chargor under this Charge shall continue as if there had been no such discharge or arrangement.

### 3. Warranties and Undertakings

3.1 The Chargor hereby warrants and represents to the Collateral Agent that:

- (a) it is the legal and registered owner of the Issued Shares and, if and when acquired, the Additional Shares and it has not transferred, assigned, charged or in any way encumbered the whole or any part of the Security Assets;
- (b) the Issued Shares constitute all of the issued and outstanding shares in the share capital of the Borrower at the date of this Charge;
- (c) the Issued Shares have been duly authorised, validly issued and are fully paid and non-assessable;
- (d) neither the Chargor nor the Borrower has granted any options or other rights of any nature in respect of the Issued Shares, or any other shares in the share capital of the Borrower to any third party;

## Share Charge

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- (e) it is authorised in every respect to make this Charge and its obligations hereunder constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; and
- (f) this Charge, when duly registered, will create a valid security interest in the Security Assets securing the payment of the Secured Obligations and, following execution of this Charge, all filings and other actions necessary or reasonably desirable to perfect such security interest will be duly made or taken.

3.2 The Chargor hereby undertakes to the Collateral Agent that during the Security Period:

- (a) it will remain the legal and registered owner of the Issued Shares and, if and when acquired, the Additional Shares and will not transfer, assign, charge or otherwise encumber hereafter, the whole or any part of the Security Assets to anyone other than the Collateral Agent, unless with the prior written approval of the Collateral Agent, which approval may be arbitrarily withheld unless (i) such transfer does not violate the terms of the Security Documents and (ii) any such transferee charges the Security Assets pursuant to an agreement which, in the opinion of the Collateral Agent, grants security to the Collateral Agent equivalent to this Charge; and
- (b) it shall exercise its powers as a Chargor of the Borrower to procure that the Borrower will not issue new shares or classes of shares or register the transfer of shares without the prior written approval of the Collateral Agent.

3.3 Upon the Collateral Agent being satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and following a written request therefor from the Chargor, the Collateral Agent will, subject to being indemnified to its reasonable satisfaction for the costs and expenses incurred by the Collateral Agent in connection therewith, release the security constituted by this Charge and forthwith return to the Chargor any and all share certificates representing the Security Assets.

**4. Registration**

The Chargor hereby authorises the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default to arrange for the Security Assets to be registered (if required by the Collateral Agent to perfect or ensure the priority of the Collateral Agent's security therein) and (under the powers of realisation herein conferred) to transfer or cause the Security Assets to be transferred to and registered in the name of the Collateral Agent or in the name of any purchasers or transferees from, or nominees of, the Collateral Agent and the Chargor undertakes from time to time to execute and sign all transfers, powers of attorney and other documents which the Collateral Agent may reasonably require for perfecting its title to any of the Security Assets or for vesting the same in its title to any of the Security Assets or for vesting the same in it or in its nominees or in any purchasers or transferees of or from it.

**5. Powers**

The Collateral Agent may on notice to the Chargor at any time after the occurrence and during the continuance of an Event of Default exercise at its discretion (in the name of any Chargor or otherwise) and without any further consent or authority on the part of the Chargor in respect of any of the Security Assets, any voting rights and any powers or rights which may be exercised by the Collateral Agent or by the person or persons in whose name or names the Security Assets are registered or who is the holder thereof under the terms thereof or otherwise including, but without limitation, all the powers given to trustees under the laws of Bermuda in respect of securities or property subject to a trust; provided that upon the taking of any such action the Collateral Agent will immediately give notice to the Chargor and that in the absence of any such notice, the Chargor may and shall continue to exercise any and all rights with respect to the Security Assets, subject always to the terms hereof.

**6. Voting of Shares**

The Collateral Agent hereby acknowledges that until an Event of Default shall have occurred and be continuing, the Chargor shall be entitled to (a) vote or cause to be voted any and all of the Security Assets and (b) give or cause to be given consents, waivers and ratifications in respect

## Share Charge

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thereof, provided, however, that no vote shall be cast or consent, waiver or ratification given or taken which would be inconsistent with any of the provisions of this Charge or would jeopardise the exercise by the Collateral Agent of its rights under this Charge. All such rights of the Chargor to vote or cause to be voted and to give or cause to be given consents, waivers and ratifications shall cease automatically, where an Event of Default occurs and is continuing.

### 7. Enforcement of Security

Upon, at any time after the occurrence of, and during the continuance of an Event of Default the Collateral Agent shall be entitled to put into force and exercise immediately, without further notice to the Chargor (without prejudice to the notice of default under section 11 of the Credit Agreement), as and when it may see fit, any and every power possessed by it by virtue of this Charge and, in particular (without prejudice to the generality of the foregoing):

- (a) may solely and exclusively exercise all voting and/or consensual powers pertaining to the Security Assets or any part thereof and may exercise such powers in such manner as the Collateral Agent may think fit;
- (b) may remove the then existing directors and officers (with or without cause) by dating and presenting the undated, signed letters of resignation delivered pursuant to this Charge;
- (c) may receive and retain all dividends, interest or other monies or assets accruing on or in respect of the Security Assets or any part thereof, such dividends, interest or other monies or assets to be held by the Collateral Agent, until applied in the manner described in clause 7(g), as additional security charged under and subject to the terms of this Charge and any such dividends, interest or other monies or assets received by the Chargor after such time shall be held in trust by the Chargor for the Collateral Agent and paid or transferred to the Collateral Agent on demand;
- (d) may sell, transfer, grant options over or otherwise dispose of the Security Assets or any part thereof at such place and in such manner and at such price or prices as the Collateral Agent may deem fit subject to and in accordance with the prior authorisation and consent of the Bermuda Monetary Authority in so far as the sale, transfer, grant or option or

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disposal concern the Shares, and thereupon the Collateral Agent shall have the right to deliver, assign and transfer in accordance therewith the Security Assets so sold, transferred, granted options over or otherwise disposed of;

- (e) the Collateral Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Charge or to make any claim or to take any action to collect any monies assigned by this Charge or to enforce any rights or benefits assigned to the Collateral Agent by this Charge or to which the Collateral Agent may at any time be entitled hereunder;
- (f) upon any sale of the Security Assets or any part thereof by the Collateral Agent the purchaser shall not be bound to see or enquire whether the Collateral Agent's power of sale has become exercisable in the manner provided in this Charge and the sale shall be deemed to be within the power of the Collateral Agent, and the receipt of the Collateral Agent for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor provided that the purchaser purchases the Security Assets in an arm's-length transaction;
- (g) all monies received by the Collateral Agent pursuant to this Charge shall be held by it upon trust and shall be applied by it in accordance with section 4.05 of the Credit Agreement;
- (h) neither the Collateral Agent nor its agents, managers, officers, employees, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder in the absence of gross negligence or dishonesty;
- (i) the Collateral Agent shall not by reason of the taking of possession of the whole or any part of the Security Assets or any part thereof be liable to account as mortgagee-in-possession or for anything except actual receipts or be liable for any loss upon realisation or for any default of omission for which a mortgagee-in-possession might be liable; and
- (j) the powers provided in this Charge are cumulative with and not exclusive of powers provided by law or equity independently of this Charge.

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### **8. Receiver**

- 8.1 In addition to the powers conferred in this Charge, at any time after the security hereby created shall become enforceable, the Collateral Agent may appoint in writing a receiver or a receiver and manager (herein the "Receiver") of all or any part of the Security Assets and may remove the Receiver so appointed and appoint another in his stead and may from time to time fix the remuneration of the Receiver. The power to appoint a Receiver over all the Security Assets may be exercised whether or not a Receiver has already been appointed over part of it.
- 8.2 Subject to any specific limitations in the terms of appointment, a Receiver shall have the powers conferred on receivers by law or equity in addition to all the Collateral Agent's powers including, but not limited to, any one or more of the powers in clause 7 each of which is to be construed as if a reference to the Collateral Agent includes a reference to the Receiver.
- 8.3 Neither the Collateral Agent nor any of its agents, officers, employees, managers, delegates and advisers shall be responsible for misconduct or negligence on the part of the Receiver.

### **9. Procedure for Private Sale**

Without prejudice to the generality of clause 7, in the event that the Collateral Agent determines in its discretion to sell the Security Assets in one or more private sales:

- (a) the Collateral Agent may sell the Security Assets or any part thereof in one or more parcels;
- (b) the Collateral Agent may sell for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable;
- (c) the Collateral Agent may in its discretion establish a reserve price for the Security Assets or any part thereof;
- (d) the Collateral Agent shall not be obligated to make any sale regardless of any offer to sell which the Collateral Agent may have made;

## Share Charge

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- (e) the Collateral Agent may postpone or cancel the sale, modify the terms and conditions of the sale, withdraw Security Assets from the sale at any time, including by announcement at the time and place fixed for the sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned;
- (f) the Chargor unconditionally waives any claims against the Collateral Agent arising by reason of the fact that the price of which any Security Assets may have been sold at such a private sale was less than the price which might have been attained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Security Assets to more than one offeree provided that the purchaser purchases the Security Assets for value in an arms-length transaction; and
- (g) the Chargor unconditionally agrees that the Collateral Agent may acquire the Security Assets or sell them to an affiliate subject to and in accordance with the prior authorisation and consent of the Bermuda Monetary Authority in so far as the sale, transfer, grant or option or disposal concern the Shares.

### 10. Indemnities

10.1 The Chargor will indemnify and save harmless the Collateral Agent and each agent or attorney appointed under or pursuant to this Charge from and against any and all expenses, claims, liabilities, losses, taxes, costs, duties, fees and charges suffered, incurred or made by the Collateral Agent or such agent or attorney (the "Liabilities"):

- (a) in the exercise or purported exercise of any rights, powers or discretions vested in them pursuant to this Charge;
- (b) in the preservation or enforcement of the Collateral Agent's rights under this Charge or the priority thereof; or
- (c) on the release of any part of the Security Assets from the security created by this Charge,

except where such Liabilities shall be found by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Collateral Agent or such agent or attorney,

## Share Charge

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and the Collateral Agent or such agent or attorney may retain and pay all sums in respect of the same out of money received under the powers conferred by this Charge. All amounts recoverable by the Collateral Agent or such agent or attorney or any of them shall be recoverable on a full indemnity basis.

- 10.2 If, under any applicable law or regulation, and whether pursuant to a judgment being made or registered against the Chargor or the bankruptcy or liquidation of the Chargor or for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the "Payment Currency") other than the currency in which such payment is due under or in connection with this Charge (the "Contractual Currency") then to the extent that the amount of such payment actually received by the Collateral Agent when converted into the Contractual Currency at the rate of exchange, falls short of the amount due under or in connection with this Charge, the Chargor, as a separate and independent obligation, shall indemnify and hold harmless the Collateral Agent against the amount of such shortfall. For the purposes of this clause 10.2 "rate of exchange" means the rate at which the Collateral Agent is able on or about the date of such payment to purchase the Contractual Currency with the Payment Currency and shall take into account any premium payable to third parties and other costs of exchange with respect thereto.

## 11. Expenses

The Chargor shall pay to the Collateral Agent on demand all costs, fees and expenses (including, but not limited to, legal fees and expenses) and taxes thereon incurred by the Collateral Agent or for which the Collateral Agent may become liable in connection with:

- (a) the negotiation, preparation and execution of this Charge;
- (b) the preserving or enforcing of, or attempting to preserve or enforce, any of the rights under this Charge or the priority hereof;
- (c) any variation of, or amendment or supplement to, any of the terms of this Charge; and/or
- (d) any consent or waiver required from the Collateral Agent in relation to this Charge,

## Share Charge

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and in any case referred to in clauses 11(c) and 11(d) regardless of whether the same is actually implemented, completed or granted, as the case may be.

### 12. Further Assurance

The Chargor further agrees that at any time and from time to time, upon the written request of the Collateral Agent, it will promptly and duly execute and deliver any and all such further instruments and documents as the Collateral Agent acting reasonably may deem necessary, desirable or appropriate for the purpose of obtaining the full benefit of this Charge and of the rights and powers herein granted.

### 13. Protection of Purchaser

No purchaser or other person dealing with the Collateral Agent or any Receiver or with its or his attorneys shall be concerned to enquire (a) whether any power exercised or purported to be exercised by it, him or them has become exercisable, (b) whether any money remains due on the security hereby created, (c) as to the propriety and regularity of any of its, his or their actions or (d) as to the application of any money paid to him, it or them. In the absence of *mala fides* on the part of such purchaser or other person, such dealings shall be deemed so far as regards the safety and protection of such purchaser or other person to be within the powers hereby conferred and to be valid accordingly.

### 14. Delegation

The Collateral Agent may at its expense at any time employ agents, managers, employees, advisers, attorneys and others on such terms as it sees fit for any of the purposes set out herein.

### 15. Liability of Collateral Agent

The Collateral Agent and any Receiver shall not be liable for any losses arising in connection with the exercise or purported exercise of any of their rights, powers and discretions in good faith hereunder.

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### 16. Release

Under no circumstances shall the Collateral Agent be deemed to assume any responsibility for or obligation or duty, with respect to any part of all of the Security Assets or this Charge of any nature or kind or any matter or proceeding arising out of or related thereto but the same shall be at the Chargor's sole risk at all times. The Collateral Agent shall not be required to take any action of any kind to collect, preserve or protect its or any Chargor's rights in the Security Assets or against other parties thereto.

### 17. Notice

17.1 Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Charge will be in writing and will be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service or mail or (c) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

(i) if to the Chargor, to:

NCL International, Ltd.

Cumberland House

1 Victoria Street

Hamilton HM 11

Attention: Company Secretary

Fax: +441 292 7880

(ii) if to the Collateral Agent, to:

KfW IPEX-Bank GmbH

Palmengarten Str. 5-9

60325 Frankfurt am Main

Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel

## Share Charge

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Fax: +49 69 7431 3768

With a copy to:

Attention: Collateral Management, X4a3

Fax: +49 69 7431 1628

17.2 Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent prior to 11.00a.m. (New York time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail will be deemed to have been given and made and to have been received on the third business day following the mailing thereof; provided however that no such communication will be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt.

17.3 Any party may from time to time change its address for notice in the same manner as set out above.

### **18. Enurement**

This Charge shall be binding upon the Chargor and its administrators, successors, transferees and permitted assignees, and enure to the benefit of the Collateral Agent's executors, administrators, successors, transferees and permitted assignees.

### **19. Counterparts**

This Charge may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Charge.

### **20. Governing Law**

This Charge shall be governed by and construed in accordance with the laws of Bermuda.

## Share Charge

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### **21. Jurisdiction**

- 21.1 The parties irrevocably agree that the courts of Bermuda are to have jurisdiction to settle any disputes which may arise out of or in connection with this Charge and that accordingly any suit, action or proceeding arising out of or in connection with this Charge (in this clause referred to as "Proceedings") may be brought in such courts.
- 21.2 Nothing contained in this clause shall limit the right of the Collateral Agent to take Proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 21.3 The Chargor irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any Proceedings in any such court as is referred to in this clause any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this clause shall be conclusive and binding upon the Chargor and may be enforced in the courts of any other jurisdiction.

**Share Charge**

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**IN WITNESS WHEREOF** the parties hereto have caused this Charge to be duly executed with the intent that it shall constitute a deed under Bermuda law the day and year first above written.

**ATTESTATIONS**

Each attorney executing this Charge states that he or she has not notice of revocation or suspension of his or her power of attorney.

Signed as a deed by )  
on behalf of )  
NCL INTERNATIONAL, LTD. )  
pursuant to a power of attorney )  
dated [ ] 2014 ) \_\_\_\_\_  
Attorney-in-fact

Signed as a deed by )  
on behalf of )  
KFW IPEX-BANK GMBH ) \_\_\_\_\_  
Authorised Signatory )  
 ) \_\_\_\_\_  
Authorised Signatory )





Form of Assignment of Earnings and Insurances

Dated

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<b>Seahawk One, Ltd.</b>	(1)
<b>KFW IPEX-BANK GMBH</b>	(2)

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**ASSIGNMENT OF EARNINGS AND  
INSURANCES relating to m.v. “   ”  
(ex hull [\*] at Meyer Werft)**

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 **NORTON ROSE**

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**THIS DEED OF ASSIGNMENT** is dated [·] and made **BETWEEN**:

- (1) **Seahawk One, Ltd.** a company incorporated in Bermuda whose registered office is at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (**Owner**); and
- (2) **KFW IPEX-BANK GMBH** a company incorporated in Germany whose registered office is at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (**Collateral Agent**).

**WHEREAS:**

- (A) by a credit agreement dated [·] 2014 (the **Credit Agreement**), and made between, inter alia, the Owner (therein referred to as **Borrower**), the Lenders (as defined therein) and the Collateral Agent the Lenders agreed (inter alia) to advance by way of loan to the Owner, upon the terms and conditions therein contained the sum of up to €665,995,880 (the **Loan**);
- (B) pursuant to the Credit Agreement there will be executed, on the Delivery Date (as defined in the Credit Agreement), in favour of the Collateral Agent a Bahamas ship mortgage (the **Mortgage**) on M.V. [·] (ex hull no. [\*] at Meyer Werft, Papenburg, Germany) (the **Ship**) and the Mortgage is to be registered in accordance with the laws of the Bahamas as security for the payment by the Owner of the Outstanding Indebtedness (as that expression is defined in the Mortgage); and
- (C) this Deed is supplemental to the Credit Agreement and the Mortgage and to the security thereby created and is the Assignment of Earnings and Insurances referred to in the Credit Agreement but shall nonetheless continue in full force and effect notwithstanding any discharge of the Mortgage.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED** as follows:

## **1 Definitions**

### **1.1 Defined expressions**

Words and expressions defined in the Credit Agreement or in the Mortgage shall, unless otherwise defined in this Deed, or the context otherwise requires, have the same meanings when used in this Deed.

### **1.2 Definitions**

In this Deed, unless the context otherwise requires:

**Approved Brokers** means such firm of insurance brokers, appointed by the Owner, as may from time to time be approved in writing by the Collateral Agent for the purposes of this Deed;

**Assigned Property** means:

- (a) the Earnings;
- (b) the Insurances; and
- (c) any Compulsory Acquisition Compensation;

**Casualty Amount** means [\*] (or the equivalent in any other currency);

**Collateral Instruments** means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Owner or any other person liable and includes any

documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

**Compulsory Acquisition** means requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, forfeiture, or confiscation for any reason of the Ship by any Government Entity or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title;

**Compulsory Acquisition Compensation** means all moneys or other compensation whatsoever payable during the Security Period by reason of the Compulsory Acquisition of the Ship other than by requisition for hire;

**Credit Document Obligations** means, except to the extent consisting of obligations, liabilities or indebtedness with respect to any Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Owner or any other Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guarantee) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in the Credit Documents.

**Earnings** means all moneys whatsoever from time to time due or payable to the Owner during the Security Period arising out of the use or operation of the Ship including (but without limiting the generality of the foregoing) all freight, hire and passage moneys, income arising under pooling arrangements, compensation payable to the Owner in event of requisition of the Ship for hire, remuneration for salvage and towage services, demurrage and detention moneys, and damages for breach (or payments for variation or termination) or any charterparty or other contract for the employment of the Ship;

**Event of Default** means any of the events or circumstances described in Section 11 of the Credit Agreement;

**Expenses** means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Collateral Agent) of:

- (a) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including without limitation Taxes, repair costs, registration fees and insurance premiums) suffered, incurred or paid by the Collateral Agent in connection with the exercise of the powers referred to in or granted by the Credit Agreement, the Mortgage, this Deed or any other of the Security Documents or otherwise payable by the Owner in accordance with clause 8; and
- (b) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same were suffered, incurred or paid by the Collateral Agent until the date of receipt or recovery thereof (whether before or after judgment) at a rate per annum calculated in accordance with Section 2.06(b) and Section 2.06(c) of the Credit Agreement (as conclusively certified by the Collateral Agent);

**Government Entity** means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of

the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant;

**Hedging Agreements** means (i) any Interest Rate Protection Agreement and (ii) any Other Hedging Agreements.

**Insurances** means all policies and contracts of insurance (which expression includes all entries of the Ship in a protection and indemnity or war risks association) which are from time to time during the Security Period in place or taken out or entered into by or for the benefit of the Owner (whether in the sole name of the Owner, or in the joint names of the Owner and the Collateral Agent or otherwise) in respect of the Ship and her Earnings or otherwise howsoever in connection with the Ship and all benefits thereof (including claims of whatsoever nature and return of premiums);

**Interest Rate Protection Agreement** means any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement.

**Lender Creditors** means the Agents and the Lenders.

**Loss Payable Clauses** means the provisions regulating the manner of payment of sums receivable under the Insurances which are to be incorporated in the relevant insurance documents, such provisions to be in the forms set out in schedule 1, or in such other forms as may from time to time be required or agreed in writing by the Collateral Agent;

**Collateral Agent** includes the successors in title and assignees of the Collateral Agent;

**Notice of Assignment of Insurances** means a notice of assignment in the form set out in schedule 2, or in such other form as may from time to time be required or agreed in writing by the Collateral Agent;

**Other Creditors** means each Lender or any affiliate thereof with which the Owner and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender's or affiliate's successors and assigns, if any.

**Other Hedging Agreements** means any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement and designed to protect against the fluctuations in currency or commodity values.

**Outstanding Indebtedness** means the aggregate of the Loan, amounts owing in respect of the Credit Document Obligations, Hedging Agreements and interest respectively accrued and accruing thereon, the Expenses and all other sums of money from time to time owing by the Owner to the Collateral Agent, whether actually or contingently, under the Security Documents or any of them; and

**Secured Creditors** means the Lender Creditors and the Other Creditors.

**Security Period** means the period commencing on the date hereof and terminating upon discharge of the security created by the Security Documents by payment of all moneys payable thereunder.

### **1.3 Headings**

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

### **1.4 Construction of certain terms**

In this Deed, unless the context otherwise requires:

- 1.4.1 references to clauses and schedules are to be construed as references to clauses of and schedules to this Deed and references to this Deed include its schedules;
- 1.4.2 references to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof, or, as the case may be, with the agreement of the relevant parties;
- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- 1.4.5 references to a “guarantee” include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and “guaranteed” shall be construed accordingly; and
- 1.4.6 references to statutory provisions shall be construed as references to those provisions as replaced or amended or re-enacted from time to time.

### **1.5 Conflict with Credit Agreement**

This Deed shall be read together with the Credit Agreement but in case of any conflict between the two instruments, the provisions of the Credit Agreement shall prevail.

### **1.6 Contracts (Rights of Third Parties) Act 1999**

No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

## **2 Assignment and application of funds**

### **2.1 Assignment**

By way of security for payment of the Outstanding Indebtedness the Owner with full title guarantee hereby assigns and agrees to assign to the Collateral Agent absolutely all its rights title and interest in and to the Assigned Property and all its benefits and interests present and future therein. Provided however that:

#### **2.1.1 Earnings**

the Earnings shall be at the disposal of the Owner until such time as an Event of Default shall occur and be continuing and the Collateral Agent shall direct to the contrary whereupon the Owner shall forthwith, and the Collateral Agent may at any time thereafter, instruct the persons from whom the Earnings are then payable to pay the same to the Collateral Agent;

### **2.1.2 Insurances**

unless and until an Event of Default shall occur and be continuing (whereupon all insurance recoveries shall be receivable by the Collateral Agent and applied in accordance with clause 2.3):

- (a) any moneys payable under the Insurances shall be payable in accordance with the terms of the relevant Loss Payable Clause and the Collateral Agent will not in the meantime give any notification to the contrary to the insurers as contemplated by the Loss Payable Clauses; and
- (b) any insurance moneys received by the Collateral Agent in respect of any major casualty (as specified in the relevant Loss Payable Clause) shall, unless prior to receipt or whilst such moneys are in the hands of the Collateral Agent there shall have occurred and be continuing an Event of Default (whereupon such insurance monies shall be applied in accordance with clause 2.3), be paid over to the Owner.

### **2.2 Notice**

The Owner hereby covenants and undertakes with the Collateral Agent that it will procure that the interest of the Collateral Agent in the Insurances shall be endorsed on the instruments of insurance from time to time issued in connection with such of the Insurances as are placed with the Approved Brokers by means of a Notice of Assignment of Insurances (signed by the Owner and by any other assured who shall have assigned its interest in the insurances to the Collateral Agent).

### **2.3 Application**

All moneys received by the Collateral Agent in respect of:

- 2.3.1 recovery under the Insurances (other than under any loss of earnings insurance and any such sum or sums as may have been received by the Collateral Agent in accordance with the relevant Loss Payable Clause in respect of a major casualty as therein defined and paid over to the Owner as provided in clause 2.1.2(b);
- 2.3.2 Compulsory Acquisition Compensation; and
- 2.3.3 Earnings

shall be held by it upon trust in the first place to pay or make good the Expenses and the balance shall be applied in the manner specified in Section 4.05 of the Credit Agreement.

### **2.4 Use of Owner's name**

Where the Collateral Agent becomes entitled to enforce its rights under this Deed in accordance with clause 5, the Owner covenants and undertakes with the Collateral Agent to do or permit to be done each and every act or thing which the Collateral Agent may from time to time require to be done in respect of such enforcement and to allow its name to be used as and when required by the Collateral Agent for that purpose.

### **2.5 Reassignment**

Upon payment and discharge in full of the Outstanding Indebtedness (other than contingent indemnification Credit Document Obligations and expense reimbursement claims to the extent no claim therefore has been made), the Collateral Agent shall, at the request and cost of the Owner, re-assign the Earnings, the Insurances and any Compulsory Acquisition Compensation to the Owner or as it may direct.

### **3 Continuing security and other matters**

#### **3.1 Continuing security**

The security created by this Deed shall:

- 3.1.1 be held by the Collateral Agent as a continuing security for the payment of the Outstanding Indebtedness and the performance and observance of and compliance with all of the covenants, terms and conditions contained in the Security Documents, express or implied, and that the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Owner or any other person who may be liable to the Collateral Agent in respect of the Outstanding Indebtedness or any part thereof and the Collateral Agent);
- 3.1.2 be in addition to, and shall not in any way prejudice or affect, and may be enforced by the Collateral Agent without prior recourse to, the security created by any other of the Security Documents or by any present or future Collateral Instruments, right or remedy held by or available to the Collateral Agent or any right or remedy of the Collateral Agent thereunder; and
- 3.1.3 not be in any way prejudiced or affected by the existence of any of the other Security Documents or any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Collateral Agent dealing with, exchanging, varying or failing to perfect or enforce any of the same, or giving time for payment or performance or indulgence or compounding with any other person liable.

#### **3.2 Rights additional**

All the rights, powers and remedies vested in the Collateral Agent hereunder shall be in addition to and not a limitation of any and every other right, power or remedy vested in the Collateral Agent under the Credit Agreement, this Deed, the other Security Documents or any Collateral Instrument or at law and all the rights, powers and remedies so vested in the Collateral Agent may be exercised from time to time and as often as the Collateral Agent may deem expedient.

#### **3.3 No enquiry**

The Collateral Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under the Mortgage and/or this Deed or to make any claim or take any action to collect any moneys hereby assigned or to enforce any rights or benefits hereby assigned to the Collateral Agent or to which the Collateral Agent may at any time be entitled under the Mortgage and/or this Deed.

#### **3.4 Obligations of Owner and Collateral Agent**

The Owner shall remain liable to perform all the obligations assumed by it in relation to the Assigned Property and the Collateral Agent shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Owner to perform its obligations in respect thereof.

### **4 Powers of Collateral Agent to protect security and remedy defaults**

#### **4.1 Protective action**

The Collateral Agent shall, without prejudice to its other rights, powers and remedies under any of the Security Documents, be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Deed and the other Security Documents, and all Expenses attributable thereto shall be payable by the Owner on demand.

## **4.2 Remedy of defaults**

Without prejudice to the generality of the provisions of clause 4.1, if the Owner fails to comply with the provisions of clause 5 of the Deed of Covenants, the Collateral Agent shall become forthwith entitled (but not bound) to effect and thereafter to maintain all such insurances upon the Ship as in its discretion it may think fit in order to procure the compliance with such provisions or alternatively, to require the Ship (at the Owner's risk) to remain in, or to proceed to and remain in, a port designated by the Collateral Agent until such provisions are fully complied with and the Expenses attributable to the exercise by the Collateral Agent of any such powers shall be payable by the Owner on demand.

## **5 Powers of Collateral Agent on Event of Default**

### **5.1 Powers**

At any time after the occurrence of an Event of Default which is continuing the Collateral Agent shall forthwith become entitled (but not bound) as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Assigned property (whether at law, by virtue of this Deed or otherwise) and in particular (without limiting the generality of the foregoing):

- 5.1.1 to require that all policies, contracts, certificates of entry and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be delivered forthwith to such adjusters and/or brokers and/or other insurers as the Collateral Agent may nominate;
- 5.1.2 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising under the Insurances or any of them or in respect of the Earnings or Compulsory Acquisition Compensation or any part thereof, and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Collateral Agent in its absolute discretion thinks fit, and, in the case of the Insurances, to permit any brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- 5.1.3 to discharge, compound, release or compromise claims in respect of the Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof which have given or may give rise to any charge or lien or other claim on the Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof or which are or may be enforceable by proceedings against the Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof; and
- 5.1.4 to recover from the Owner on demand all Expenses incurred or paid by the Collateral Agent in connection with the exercise of the powers (or any of them) referred to in this clause 5.1.

## **6 Attorney**

### **6.1 Appointment**

By way of security for the performance of its obligations under this Deed, the Owner hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Owner is obliged to do under the terms of this Deed or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Deed or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

## **6.2 Ratification**

The Owner hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed shall do in its capacity as such.

## **7 Further assurance**

The Owner shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Deed or to exercise any of the rights conferred on it by this Deed or by law and to that intent the Owner shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

## **8 Costs**

The Owner shall pay to the Collateral Agent on demand on a full indemnity basis all expenses or liabilities of whatever nature (including legal fees, fees of insurance advisers, printing, out-of-pocket expenses, stamp duties, registration fees and other duties or charges) together with any value added tax or similar tax payable in respect thereof, incurred by the Collateral Agent in connection with the exercise or enforcement of, or preservation of any rights under, this Deed.

## **9 Remedies cumulative and other provisions**

### **9.1 No implied waivers; remedies cumulative**

No failure or delay on the part of the Collateral Agent to exercise any right, power or remedy vested in it under this Deed, the Credit Agreement, the Mortgage or any of the other Security Documents shall operate as a waiver thereof, nor shall any single or partial exercise by the Collateral Agent of any right, power or remedy nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Collateral Agent to enforce any right, power or remedy preclude any other or further exercise thereof or proceedings to enforce the same or the exercise of any other right, power or remedy, nor shall the giving by the Collateral Agent of any consent to any act which by the terms of this Deed requires such consent prejudice the right of the Collateral Agent to give or withhold consent to the doing of any other similar act. The remedies provided in this Deed, the Credit Agreement, the Mortgage and the other Security Documents are cumulative and are not exclusive of any remedies provided by law.

### **9.2 Delegation**

The Collateral Agent shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Deed, the Credit Agreement, the Mortgage (including the power vested in it by clause 13 of the Deed of Covenants) or any of the other Security Documents in such manner, upon such terms, and to such persons as the Collateral Agent in its absolute discretion may think fit.

### **9.3 Incidental powers**

The Collateral Agent shall be entitled to do all acts and things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as Collateral Agent of the Ship (whether at law, under this Deed or otherwise) and in particular (but without prejudice to the generality of the foregoing) upon becoming entitled to exercise any of its powers under clause 9 of the Deed of Covenants, the Collateral Agent shall be entitled to discharge any cargo on board the Ship (whether the same shall belong to the Owner or any other person) and to enter into such other arrangements respecting the Ship, the insurances, management, maintenance, repair, classification and employment in all respects as if the Collateral Agent was the owner of the Ship, but without being responsible for any loss incurred as a result of the Collateral Agent doing or omitting to do any such acts or things as aforesaid.

**10 Notices**

The provisions of Section 14.03 of the Credit Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Deed.

**11 Counterparts**

This Deed may be entered into in the form of two counterparts, each executed by one of the parties, and, provided both the parties shall so execute this Deed, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

**12 Amendments**

This Deed shall not be amended and/or varied except by agreement in writing signed by the parties hereto.

**13 Law and jurisdiction**

**13.1 Law**

This Deed and any non-contractual obligations arising in connection with it shall be governed by, and shall be construed in accordance with, English law.

**13.2 Submission to jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute"). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 12 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

**13.3 Process agency**

Without prejudice to any other mode of service allowed under any relevant law, the Owner: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Owner must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.

**13.4 Severability of provisions**

Each of the provisions of this Deed are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

**IN WITNESS** whereof this Deed has been duly executed as a deed the day and year first above written.

**Schedule 1**  
**Forms of Loss Payable Clauses**

**1 Hull and machinery (marine and war risks)**

By a Deed of Assignment dated [·] Seahawk One, Ltd. of Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM1, Bermuda (the **Owner**) has assigned to KfW IPEX-Bank GmbH of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (the **Collateral Agent**) all the Owner's rights, title and interest in and to all policies and contracts of insurance from time to time taken out or entered into by or for the benefit of the Owner in respect of m.v. "[here insert name of Ship]" and accordingly:

- (a) all claims hereunder in respect of an actual or constructive or compromised or arranged total loss, and all claims in respect of a major casualty (that is to say any casualty the claim in respect of which exceeds [\*] (or the equivalent in any other currency) inclusive of any deductible) shall be paid in full to the Collateral Agent or to its order; and
- (b) all other claims hereunder shall be paid in full to the Owner or to its order, unless and until the Collateral Agent shall have notified the insurers hereunder to the contrary following the occurrence and continuation of an Event of Default or an Event of Loss (each as defined in the Credit Agreement dated [·] 2014 entered into between, inter alia, the Owner and the Collateral Agent), whereupon all such claims shall be paid to the Collateral Agent or to its order.

**2 Protection and indemnity risks**

Payment of any recovery which Seahawk One, Ltd. of Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM1, Bermuda (the **Owner**) is entitled to make out of the funds of the Association in respect of any liability, costs or expenses incurred by the Owner, shall be made to the Owner or to its order, unless and until the Association receives notice to the contrary following an Event of Default or an Event of Loss (each as defined in the Credit Agreement dated [·] 2014 entered into between, inter alia, the Owner and the Collateral Agent) from KfW IPEX-Bank GmbH of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (the **Collateral Agent**) in which event all recoveries shall thereafter be paid to the Collateral Agent or their order; provided always that no liability whatsoever shall attach to the Association, its Managers or their agents for failure to comply with the latter obligation until the expiry of two clear business days from the receipt of such notice.

**Schedule 2**  
**(For attachment by way of endorsement to the Policy)**

**Seahawk One, Ltd.** of Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM1, Bermuda the Owner of the m.v. “[here insert name of Ship]” HEREBY GIVES NOTICE that by a Deed of Assignment dated [.] and entered into by us with **KfW IPEX-Bank GmbH** of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, there has been assigned by us to **KfW IPEX-Bank GmbH** as Collateral Agents of the said vessel all insurances in respect thereof, including the insurances constituted by the Policy whereon this notice is endorsed.

Signed

For and on behalf of

**Seahawk One, Ltd.**

Date: [.]

**EXECUTED and DELIVERED**  
as a **DEED**  
by Seahawk One, Ltd.  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

**EXECUTED and DELIVERED**  
as a **DEED**  
by KfW IPEX-Bank GmbH  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

Form of Assignment of Charters

**Dated**

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Seahawk One, Ltd.  
KFW IPEX-BANK GMBH

(1)  
(2)

---

ASSIGNMENT OF CHARTERS relating to  
m.v. "●"  
(ex hull [\*] at Meyer Werft)

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 NORTON ROSE FULBRIGHT

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**THIS ASSIGNMENT** is dated [·] and made **BETWEEN**:

- (1) **Seahawk One, Ltd.** a company incorporated in Bermuda whose registered office is at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (**Owner**); and
- (2) **KFW IPEX-BANK GMBH** a company incorporated in Germany whose registered office is at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (**Collateral Agent**).

**WHEREAS:**

- (A) by a charter dated [·] (the **Charter**) and made between (i) the Owner and (ii) [·] a company incorporated in [·] (the **Charterer**) the Owner agreed to let and the Charterer agreed to take on time charter for the period and upon the terms and conditions therein mentioned the Vessel (as hereinafter defined);
- (B) by a credit agreement dated [·] 2014 (the Credit Agreement), and made between, inter alia, the Owner (therein referred to as the **Borrower**), the Lenders (as defined therein) and the Collateral Agent the Lenders agreed (inter alia) to advance by way of loan to the Owner, upon the terms and conditions therein contained the sum of up to €665,995,880 (the **Loan**);
- (C) pursuant to the Credit Agreement there has been or will be executed by the Owner in favour of the Collateral Agent a first priority [Bahamas] statutory ship mortgage in account current form (the **Mortgage**) on the vessel “·” documented in the name of the Owner under the laws and flag of the Commonwealth of the Bahamas at the Port of [Nassau] under Official Number · (the **Vessel**) and the Mortgage [of even date herewith] [dated [·]] has been or will be registered in the Register of Bahamian Ships at the Port of [Nassau] as security for the payment by the Owner of the Outstanding Indebtedness (as that expression is defined in the Deed of Covenant (as hereinafter defined));
- (D) pursuant to the Credit Agreement the Owner has executed in favour of the Collateral Agent a deed of assignment (the **Assignment of Earnings and Insurances**) [of even date herewith] [dated [·]] whereby the Owner has assigned and agreed to assign to the Collateral Agent the Earnings and Insurances of, and any Compulsory Acquisition Compensation for, the Vessel (as each of those expressions is defined in the Assignment of Earnings and Insurances) as security for the payment by the Owner of the Outstanding Indebtedness; and
- (E) this Assignment is supplemental to the Credit Agreement, the Mortgage and the Assignment of Earnings and Insurances and to the security thereby created and is the Assignment of Charters in relation to the Vessel referred to in the Credit Agreement but shall nonetheless continue in full force and effect notwithstanding any discharge of the Mortgage.

**NOW THIS ASSIGNMENT WITNESSES AND IT IS HEREBY AGREED** as follows:

## **1 Definitions**

### **1.1 Defined expressions**

Words and expressions defined in the Assignment of Earnings and Insurances (whether expressly or by reference to the Mortgage and/or the Credit Agreement) shall, unless otherwise defined in this Assignment, or the context otherwise requires, have the same meanings when used in this Assignment.

### **1.2 Definitions**

In this Assignment, unless the context otherwise requires:

**Assigned Property** means all of the Owner's right, title and interest in and to:

- (a) the Charter Earnings; and

(b) all other Charter Rights;

**Charter** means the charter referred to in Recital (A) hereto;

**Charterer** includes the successors in title and assignees of the Charterer;

**Charter Earnings** means all money whatsoever payable by the Charterer to the Owner under or pursuant to the Charter any guarantee, security or other assurance given to the Owner at any time in respect of the Charterer's obligations under or pursuant to the Charter including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach by the Charterer of the Charter;

**Charter Rights** means all of the rights of the Owner under or pursuant to the Charter and any guarantee, security or other assurance given to the Owner at any time in respect of the Charterer's obligations under or pursuant to the Charter including (without limitation) the right to receive the Charter Earnings;

**Collateral Instrument** means any note, bill of exchange, certificate of deposit and other negotiable and non-negotiable instrument, guarantee, indemnity and other assurance against financial loss and any other document or instrument which contains or evidences an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Owner or any other person liable and includes any document or instrument creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

**Credit Agreement** means the agreement mentioned in Recital (B) hereto;

**Credit Document Obligations** means, except to the extent consisting of obligations, liabilities or indebtedness with respect to any Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Owner or any other Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guarantee) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in the Credit Documents.

**Hedging Agreements** means (i) any Interest Rate Protection Agreement and (ii) any Other Hedging Agreements.

**Interest Rate Protection Agreement** means any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement.

**Lender Creditors** means the Lenders holding from time to time outstanding Loans and/or Commitments (as each such term is defined in the Credit Agreement) and the Agents, each in their respective capacities.

**Loan** means the principal amount advanced by the Collateral Agent to the Owner pursuant to the Credit Agreement or, as the context may require, the amount thereof at any time outstanding;

**Other Creditors** means each Lender or any Affiliate (as such term is defined in the Credit Agreement) thereof and their successors, transferees and assigns if any (even if such Lender subsequently ceases to be a Lender under the Credit Agreement for any reason) together with such Lender's successors, transferees and assigns with which the Parent and/or the Borrower enters into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements from time to time.

**Other Hedging Agreements** means any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement and designed to protect against the fluctuations in currency or commodity values.

**Outstanding Indebtedness** means the aggregate of the Loan, amounts owing in respect of the Credit Document Obligations, Hedging Agreements and interest respectively accrued and accruing thereon and all other sums of money from time to time owing by the Owner to the Collateral Agent, whether actually or contingently, under the Security Documents or any of them;

**Owner** includes the successors in title of the Owner;

**Secured Creditors** means the Lender Creditors and the Other Creditors.

**Security Party** means the Owner and any other party who may at any time be a party to any of the Security Documents (other than the Collateral Agent); and

**Security Period** means the period commencing on [the date hereof] [date] and terminating upon discharge of the security created by the Security Documents by payment of all moneys payable thereunder.

### 1.3 Headings

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment.

### 1.4 Construction of certain terms

In this Assignment, unless the context otherwise requires:

- 1.4.1 references to clauses and the schedule are to be construed as references to clauses of this Assignment and its schedule;
- 1.4.2 references to (or to any specified provision of) this Assignment or any other document shall be construed as references to this Assignment, that provision or that document as in force for the time being and as amended in accordance with the terms thereof, or as the case may be, with the agreement of the relevant parties;
- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- 1.4.5 references to a "guarantee" include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any indebtedness and "guaranteed" shall be construed accordingly; and

1.4.6 references to statutory provisions shall be construed as reference to those provisions as replaced or amended or re-enacted from time to time.

### **1.5 Conflict with Assignment of Earnings and Insurances**

This Assignment shall be read together with the Assignment of Earnings and Insurances but in case of any conflict between the two instruments the provisions of the Assignment of Earnings and Insurances shall prevail.

### **1.6 Contracts (Rights of Third Parties) Act 1999**

No term of this Assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Assignment.

## **2 Warranty**

2.1 The Owner hereby represents and warrants to the Collateral Agent that on the date hereof:

2.1.1 the Owner is the sole, legal and beneficial owner of the whole of the Assigned Property free from all Encumbrances and other interests and rights of every kind other than Permitted Liens;

2.1.2 the copy of the Charter delivered by the Owner to the Collateral Agent is a true and complete copy of such document, the Charter constitutes the valid and binding obligations of the parties thereto enforceable in accordance with its terms, is in full force and effect and there have been no amendments or variations thereof (other than as delivered to the Collateral Agent) or defaults thereunder;

2.1.3 the Vessel has been or will be delivered to and accepted by the Charterer for service under the Charter; and

2.1.4 there are no commissions, rebates, premiums or other payments in connection with the Charter other than as disclosed to the Collateral Agent in writing prior to the date hereof.

## **3 Assignment and application of money**

### **3.1 Assignment**

By way of security for the Outstanding Indebtedness the Owner with full title guarantee hereby assigns and agrees to assign to the Collateral Agent absolutely all its rights title and interest to the Assigned Property and all its benefits and interests present and future therein Provided however that the Charter Earnings shall be at the disposal of the Owner until such time as an Event of Default shall occur and be continuing and the Collateral Agent shall direct to the contrary whereupon the Owner shall forthwith, and the Collateral Agent may at any time thereafter, instruct the persons from whom the Charter Earnings are then payable to pay the same to the Collateral Agent.

### **3.2 Notice**

The Owner hereby covenants and undertakes with the Collateral Agent that it will give written notice of the assignment herein contained to the Charterer in substantially the form set out in the schedule and will use commercially reasonable efforts to procure the delivery to the Collateral Agent a copy thereof with the acknowledgement thereof set out in the schedule duly executed by the Charterer.

### **3.3 Application**

All moneys received by the Collateral Agent in respect of the Assigned Property shall be held and applied by it in accordance with the terms of clause 2.3 of the Assignment of Earnings and Insurances as if the same was Earnings.

### **3.4 Shortfalls**

In the event that the balance referred to in clause 2.3 of the Assignment of Earnings and Insurances is insufficient to pay in full the whole of the Outstanding Indebtedness, the Collateral Agent shall be entitled to collect the shortfall from the Owner or any other person liable for the time being therefor.

### **3.5 Use of Owner's name**

Where the Collateral Agent becomes entitled to enforce its rights under this Assignment in accordance with clause 6, the Owner covenants and undertakes with the Collateral Agent to do or permit to be done each and every act or thing which the Collateral Agent may from time to time reasonably require to be done in respect of such enforcement and to allow its name to be used as and when reasonably required by the Collateral Agent for that purpose.

### **3.6 Reassignment**

Upon payment and discharge in full of the Outstanding Indebtedness (other than contingent indemnification Credit Document Obligations and expense reimbursement claims to the extent no claim therefore has been made) the Collateral Agent shall, at the request and cost of the Owner, re-assign the Assigned Property to the Owner or as it may direct.

## **4 Undertakings**

The Owner hereby covenants and undertakes with the Collateral Agent throughout the Security Period it will not, without the previous written consent of the Collateral Agent:

### **4.1 Variations**

agree to any variation of any material term of the Charter in a manner adverse to the Collateral Agent; or

### **4.2 Releases and waivers**

release the Charterer from any material term of any of the Charterer's obligations under the Charter or waive any breach of any material term of the Charterer's obligations thereunder or consent to any such act or omission of the Charterer as would otherwise constitute such breach if adverse to the Collateral Agent; or

### **4.3 Termination**

terminate the Charter for any reason whatsoever if adverse to the Collateral Agent.

## **5 Continuing security**

The provisions of clause 3.1 of the Assignment of Earnings and Insurances shall apply mutatis mutandis to this Assignment as if set out herein and as if references therein to "this Deed" were references to this Assignment.

## **6 Powers of Collateral Agent**

### **6.1 Protective action**

The Collateral Agent shall, without prejudice to its other rights, powers and remedies hereunder, be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Assignment and all Expenses attributable thereto shall be payable by the Owner on demand.

### **6.2 Powers on Event of Default**

Upon the happening of an Event of Default which is continuing the Collateral Agent shall become forthwith entitled, as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Assigned Property (whether at law, by virtue of this Assignment or otherwise) and in particular (without limiting the generality of the foregoing):

- 6.2.1 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising in respect of the Charter and/or the property hereby assigned or any part thereof, and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Collateral Agent in its absolute discretion thinks fit;
- 6.2.2 to discharge, compound, release or compromise claims in respect of the Charter and/or the Assigned Property or any part thereof which have given or may give rise to any charge or lien or other claim on the Vessel, her Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof or which are or may be enforceable by proceedings against the Vessel, her Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof; and
- 6.2.3 to recover from the Owner on demand all Expenses incurred or paid by the Collateral Agent in connection with the exercise of the powers (or any of them) referred to in this clause 6.2.

### **6.3 Liability of Collateral Agent**

The Collateral Agent shall not be liable as mortgagee in possession in respect of any of the Assigned Property to account or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.

## **7 Attorney**

### **7.1 Appointment**

By way of security for the performance of its obligations under this Assignment, the Owner hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Owner is obliged to do under the terms of this Assignment or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Assignment or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

### **7.2 Ratification**

The Owner hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Assignment shall do in its capacity as such.

## **8 Further assurance**

The Owner shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Assignment or to exercise any of the rights conferred on it by this Assignment or by law and to that intent the Owner shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

## **9 Notices**

The provisions of Section 14.03 of the Credit Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Assignment.

## **10 Law, jurisdiction and other provisions**

### **10.1 Law**

This Assignment and any non-contractual obligations arising in connection with it shall be governed by, and shall be construed in accordance with, English law.

### **10.2 Submission to jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment ) (a "Dispute"). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 10 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

### **10.3 Process agency**

Without prejudice to any other mode of service allowed under any relevant law, the Owner: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Owner must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.

### **10.4 Counterparts**

This Assignment may be entered into in the form of two or more counterparts, each executed by one or more of the parties, and provided all the parties shall so execute this Assignment, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

### **10.5 English language**

All certificates, instruments and other documents to be delivered under or supplied in connection with this Assignment or the Charter shall be in the English language or shall be accompanied by a certified English translation upon which the recipient shall be entitled to rely.

**10.6 Severability of provisions**

Each of the provisions of this Assignment are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

**10.7 Amendments**

This Assignment shall not be amended and/or varied except by agreement in writing signed by the parties hereto.

**IN WITNESS** whereof this Assignment has been duly executed the day and year first above written

**Schedule 1**  
**Form of Notice of Assignment of Charter**

To: [name and address of the Charterer]

m.v. [-]

IMO Number [-]

The undersigned, Seahawk One, Ltd. as owner (the **Owner**) of the Bahamian Vessel m.v. [-], hereby gives you notice (this **Notice**) that by an Assignment of Charters dated [-] entered into by us in favour of KFW IPEX-BANK GMBH, as collateral agent (hereinafter called the **Assignee**), and an Assignment of Earnings and Insurances dated [-] (as the same may be amended, supplemented, novated or otherwise modified from time to time), the Owner has assigned all its right, title, interest claim and demand in and to, the time charter-party dated [-] between the Owner and you (the **Charter**), including, but not limited to, all earnings and freight thereunder, and all amounts due to the Owner thereunder, and further, the Owner has granted a security interest in and to the Charter and all claims for damages arising out of the breach of and rights to terminate the Charter, and any proceeds of any of the foregoing.

The Owner remains liable to perform all its duties and obligations under the Charter and the Assignee is under no obligation of any kind under the Charter nor under any liability whatsoever in the event of any failure by the Owner to perform its obligations.

Dated:

Seahawk One, Ltd.,

as Owner

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

Name:

Title:

To: **Seahawk One, Ltd. and KfW IPEX-Bank GmbH**

m.v. [·]

**IMO Number [·]**

The undersigned, charterer of the [COUNTRY] flag vessel m.v. [·] pursuant to a time charter-party dated [·] between Seahawk One, Ltd., as owner (the **Assignor**) and the undersigned (the **Charter**), does hereby acknowledge receipt of a notice of the assignment by the Assignor of all the Assignor's right, title and interest in and to the Charter to KfW IPEX-BANK GMBH, as Collateral Agent (the **Assignee**), pursuant to an Assignment of Charters dated [·] and an Assignment of Earnings and Insurances dated [·] (as the same may be amended, supplemented, novated or otherwise modified from time to time, the **Assignment**), consents to such assignment, and agrees that, after being notified by the Assignee that an Event of Default (as defined in the Credit Agreement) exists and is continuing, it will pay all moneys due and to become due under the Charter, without setoff or deduction for any claim not arising under the Charter, and notwithstanding the existence of a default or event of default by the Assignor under the Charter, direct to the Assignee or such account specified by the Assignee at such address as the Assignee shall request the undersigned in writing until the Event of Default no longer exists.

The undersigned agrees that it shall look solely to the Assignor for performance of the Charter and that the Assignee shall have no obligation or liability under or pursuant to the Charter arising out of the Assignment, nor shall the Assignee be required or obligated in any manner to perform or fulfill any obligations of the Assignor under or pursuant to the Charter. Notwithstanding the foregoing, if an Event of Default under the Credit Agreement (as defined in or by reference in the Assignment) shall have occurred and be continuing, the undersigned agrees that the Assignee shall have the right, but not the obligation, to perform all of the Assignor's obligations under the Charter as though named therein as owner.

The undersigned agrees that it shall not seek the recovery of any payment actually made by it to the Assignee pursuant to this Charterer's Consent and Agreement once such payment has been made. This provision shall not be construed to relieve the Assignor of any liability to the Charterer.

The undersigned hereby waives the right to assert against the Assignee, as assignee of the Assignor, any claim, defense, counterclaim or setoff that it could assert against the Assignor under the Charter.

The undersigned agrees to execute and deliver, or cause to be executed and delivered, upon the written request of the Assignee any and all such further instruments and documents as the Assignee may deem desirable for the purpose of obtaining the full benefits of the Assignment and of the rights and power herein granted.

The undersigned hereby agrees that so long as the Assignment is in effect it will not amend, modify, supplement, or alter any material term of the Charter in a manner adverse to the Assignee, in each case without first obtaining the written consent of the Assignee therefor.

The undersigned hereby confirms that the Charter is a legal, valid and binding obligation, enforceable against it in accordance with its terms, and that neither it nor, to the best of its knowledge, the Assignor is in default under its terms.

We also confirm that we have received no notice of any previous assignment of, or other third party right affecting, all or any part of the Earnings and we undertake that, if required to do so in writing by the Assignee after the occurrence and continuation of an Event of Default, we will immediately deliver up possession of the Vessel to or to the order of the Assignee (or, if the Vessel is not then in port and free of cargo, as soon as she has completed the voyage on which she is then engaged and discharged any cargo then on board) free of the Charter but without prejudice to any rights which we may have against the Assignor under or pursuant to the Charter.

Dated: \_\_\_\_\_

[CHARTERER],

as Charterer

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

Name:

Title:

**EXECUTED and DELIVERED**  
as a **DEED**  
by Seahawk One, Ltd.  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

**EXECUTED and DELIVERED**  
as a **DEED**  
by KfW IPEX-Bank GmbH  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

FORM OF  
DEED OF COVENANTS  
ON [BAHAMIAN]<sup>1</sup> FLAG VESSEL  
[VESSEL]  
OFFICIAL NO. [OFFICIAL NUMBER]

executed by

Seahawk One, Ltd.,  
as Owner

in favor of

KFW IPEX-BANK GMBH,  
as Collateral Agent and Mortgagee

[DATE]

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<sup>1</sup> If Vessel is not flagged in the Bahamas, appropriate changes will be made to this document.

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DEED OF COVENANTS

DEED OF COVENANTS (as amended, modified, restated and/or supplemented from time to time, this Deed"), dated as of [\_\_\_\_], between Seahawk One, Ltd., a Bermuda company having its registered office as of the date hereof at [\_\_\_\_] (the "Owner") and KfW IPEX-BANK GMBH, as Collateral Agent and Security Trustee for and on behalf of the Secured Creditors pursuant to the Security Trust Deed (the "Mortgagee", which expression shall include its successors, transferees and permitted assignees).

## WHEREAS:

(A) The Owner is the absolute and unencumbered owner of all the shares of and in the motor vessel "[\_\_\_\_]" registered under the [Bahamian flag at the port of Nassau] with Official Number [\_\_\_\_].

(B) NCL Corporation Ltd., a Bermuda corporation (the "Parent"), the Owner, as borrower, each Lender from time to time party thereto (which Lenders as of the date hereof are KfW IPEX-Bank GmbH), the Mortgagee, as facility agent (in such capacity, the "Facility Agent"), as collateral agent and security trustee under the Security Documents (in such capacity, the "Collateral Agent"), as CIRR agent, as Hermes agent, as bookrunner and as initial mandated lead arranger and the other parties from time to time party thereto, have entered into a Credit Agreement, dated as of [·] 2014, (as the same may be amended, supplemented, refinanced, replaced, novated or otherwise modified from time to time, the "Credit Agreement"), providing for the making of Loans to the Owner in the principal amount of up to the Dollar Equivalent of Six Hundred and Sixty Five Million, Nine Hundred and Ninety Five Thousand, Eight Hundred and Eighty Euros (€665,995,880) (the Lenders, the Collateral Agent and the other Agents, in their capacity as such, collectively, the "Lender Creditors").

(C) The Parent and/or the Owner may at any time and from time to time enter into one or more Secured Hedging Agreements (as hereinafter defined) with one or more Other Creditors (as defined herein).

(D) The Parent has guaranteed the Credit Document Obligations of the Owner under the Credit Agreement pursuant to Section 15 of the Credit Agreement (the "Parent Guarantee").

(E) There has contemporaneously with the execution of this Deed been executed by the Owner in favor of the Mortgagee a first priority Bahamian statutory mortgage over all the shares in the said vessel (the "Mortgage").

(F) It is intended that the Mortgage and this Deed shall together stand as security for the payment of the Secured Obligations (as defined below) and the performance and observance of and compliance with the covenants, terms and conditions contained in any of the Secured Debt Documents (as hereinafter defined).

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NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and Construction.

Section 1.1 In this Deed unless the context otherwise requires any term defined in the preamble or recitals hereto has the meaning ascribed to it therein; in addition, terms and expressions not defined herein but whose meanings are defined in the Credit Agreement shall unless the context otherwise requires have the meanings set out therein and:

“Collateral” means all property (whether real or personal) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document, including, without limitation, all Share Charge Collateral, all Earnings and Insurance Collateral, the Construction Risk Insurance, the Vessel, the Refund Guarantees, the Construction Contract and all cash and Cash Equivalents at any time delivered as collateral thereunder or as collateral required under the Credit Agreement.

“Compulsory Acquisition” means requisition for title or other compulsory acquisition of the Vessel including its capture, seizure, confiscation or expropriation but excluding any requisition for hire.

“Compulsory Acquisition Compensation” means all moneys or other compensation whatsoever payable by reason of the Compulsory Acquisition of the Vessel other than by requisition for hire.

“Credit Agreement” has the meaning provided in the Recitals hereto.

“Credit Document Obligations” means, except to the extent consisting of obligations, liabilities or indebtedness with respect to Interest Rate Protection Agreements or Other Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Owner or any other Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guarantee) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in the Credit Documents.

“Credit Party” means the Owner, the Parent and each Subsidiary of the Parent that owns a direct interest in the Owner.

“Default Rate” means the rate of interest set out in Section 2.06 of the Credit Agreement.

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“Document of Compliance” means a document issued to a vessel operator as evidence of its compliance with the requirements of the ISM Code.

“Earnings” means (i) the earnings of the Vessel, including, but not limited to, all freight, hire and passage moneys, proceeds of off-hire insurance, any other moneys earned and to be earned, due or to become due, or paid or payable to, or for the account of, the Owner, of whatsoever nature, arising out of or as a result of the ownership, use, operation or management by the Owner or its agents of the Vessel, (ii) all moneys and claims for moneys due and to become due to the Owner under and all claims for damages arising out of the breach (or payments for variation or termination) of any charter, or contract relating to or under which is employed the Vessel, any and all other present and future charter parties, contracts of affreightment, and operations of every kind whatsoever of the Vessel, and in and to any and all claims and causes of action for money, loss or damages that may now and hereafter accrue or belong to the Owner, its successors, transferees or assignees, arising out of or in any way connected with the present or future ownership, use, operation or management of the Vessel or arising out of or in any way connected with the Vessel, (iii) if the Vessel is employed on terms whereby any money falling within clauses (i) or (ii) above are pooled or shared with any other Person, that proportion of the net receipts of the pooling or sharing arrangements which is attributable to the Vessel, (iv) all moneys and claims for moneys due and to become due to the Owner, and all claims for damages, in respect of the actual or constructive total loss of or requisition of use of or title to the Vessel, (v) all moneys and claims for moneys due in respect of demurrage or detention, and (vi) any proceeds of any of the foregoing.

“Event of Default” means an “Event of Default” under and as defined in the Credit Agreement.

“Insurances” means all policies and contracts of insurance and entries of the Vessel in a protection and indemnity or war risks association which are effected in respect of the Vessel, its freights, disbursements, profits or otherwise and all benefits, including all claims and returns of premiums thereunder and shall also include all Compulsory Acquisition Compensation.

“Interest Rate Protection Agreement” means any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement.

“ISM Code” means in relation to its application to the Owner and the Vessel and its operation:

- (a) The International Management Code for the Safe Operation of Ships and for Pollution Prevention, currently known or referred to as the ‘ISM Code’, adopted by the Assembly of the International Maritime Organization by Resolution A.741(18) on 4 November 1993 and incorporated on 19 May 1994 into Chapter IX of the International Convention for the Safety of Life at Sea 1974 (SOLAS 1974); and
  - (b) all further applicable resolutions, circulars, codes, guidelines, regulations and recommendations which are now or in the future issued by or on behalf of the International Maritime Organization or any other entity with responsibility for implementing the ISM Code, including without limitation, the ‘Guidelines on implementation or administering of
-

the International Safety Management (ISM) Code by Administrations' produced by the International Maritime Organization pursuant to Resolution A.788(19) adopted on 25 November 1995,

as the same may be amended, supplemented or replaced from time to time.

"ISM Responsible Person" means the person from time to time so designated by the Owner for the purposes of the ISM Code.

"ISM SMS" means the safety management system which is required to be developed, implemented and maintained under the ISM Code.

"ISPS Code" means the International Ship and Port Facility Security Code constituted pursuant to resolution A.924(22) of the International Maritime Organisation ("IMO") adopted by a Diplomatic conference of the IMO on Maritime Security on 13 December 2002 and now set out in Chapter XI-2 of the Safety of Life at Sea Convention (SOLAS) 1974 (as amended) to take effect on July 1, 2004.

"ISSC" means an international ship security certificate issued for a vessel under the ISPS Code.

"Lender Creditors" has the meaning provided in the Recitals hereto.

"Mortgage" has the meaning provided in the Recitals hereto.

"Mortgaged Premises" includes:

- (a) the Vessel; and
- (b) the Compulsory Acquisition Compensation.

"person" includes any body of persons.

"Other Creditors" means any Lender or any Affiliate thereof and their successors, transferees and assignees if any (even if such Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender's or Affiliate's successors, transferees and assignees, with which the Parent and/or the Owner enters into any Interest Rate Protection Agreements or Other Hedging Agreements from time to time.

"Other Hedging Agreement" means any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement and designed to protect against the fluctuations in currency or commodity values.

"Process Agent" means EC3 Services Limited of The St Botolph Building, 138 Houndsditch, London, EC3A 7AR.

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“Receiver” means any administrative receiver, a receiver and manager of any other receiver (whether appointed pursuant to this Deed, pursuant to any statute, by a court or otherwise) of all or any part of the Vessel.

“Safety Management Certificate” means a document issued to a vessel as evidence that the vessel operator and its shipboard management operate in accordance with an approved Safety Management System.

“Safety Management System” means a structured and documented system enabling the personnel of a vessel operator to implement effectively the safety and environmental protection policy of such vessel operator.

“Secured Creditors” means, collectively, (i) the Lender Creditors and (ii) the Other Creditors.

“Secured Debt Documents” means the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement).

“Secured Hedging Agreements” means (i) any Interest Rate Protection Agreement and (ii) any Other Hedging Agreements.

“Secured Obligations” means (i) the Credit Document Obligations, (ii) the Other Obligations, (iii) any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral, (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of the Credit Parties referred to in clauses (i) and (ii) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys’ fees and court costs, and (v) all amounts paid by any Secured Creditor as to which such Secured Creditor has the right to reimbursement under the Security Documents.

“Security Period” means the period beginning on the date hereof and ending on the date on which all amounts outstanding under the Secured Debt Documents are finally paid and repaid in full, all letters of credit issued thereunder are terminated and all commitments thereunder are terminated.

“Security Trust Deed” means the Security Trust Deed executed by, inter alia, the Owner, the Parent, the Collateral Agent, the Original Secured Creditors (as defined therein) and the Original ECF Hedging Creditors (as defined therein), and shall be substantially in the form of Exhibit P or otherwise reasonably acceptable to the Facility Agent.

“Total Loss” means any actual or constructive or arranged or agreed or compromised total loss or Compulsory Acquisition of the Vessel (excluding any requisition for hire).

“Vessel” means the motor vessel more particularly described in Recital (A) and includes any share or interest therein and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or hereafter acquired.

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Section 1.2 In Section 5.1:

“excess risks” means the proportion of claims for general average and salvage charges and under the ordinary running down clause not recoverable in consequence of the value at which a vessel is assessed for the purpose of such claims exceeding its insured value;

“protection and indemnity risks” means the usual risks covered by an English protection and indemnity association including without limitation pollution risks (whether relating to oil or otherwise howsoever) and the proportion not recoverable in case of collision under the ordinary running down clause; and

“war risks” includes the risks of mines and all risks excluded from the standard form of English marine policy by the free of capture and seizure clause.

Section 1.3 In the Mortgage, (i) references to “interest” mean interest covenanted to be paid in accordance with Sections 2.1, 7, 8 and 9; (ii) references to “principal” mean all other sums of money for the time being comprised in the Secured Obligations; and (iii) the expression “all sums for the time being due on this security” means the whole of the Secured Obligations.

Section 1.4 In this Deed:

1.4.1 words denoting the plural number include the singular and vice versa;

1.4.2 references to Recitals and Sections are references to recitals and sections of this Deed;

1.4.3 references to this Deed include the Recitals;

1.4.4 the headings and contents page(s) are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Deed;

1.4.5 references to any document (including, without limitation, to all or any of the Secured Debt Documents) are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time; and

1.4.6 references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted.

2. Owner’s Covenant to Pay.

Section 2.1 Pursuant to the Secured Debt Documents and in consideration of the premises, the Owner covenants with the Mortgagee:

2.1.1 to satisfy the Secured Obligations at the times and in the manner specified in the relevant Secured Debt Documents;

2.1.2 to pay interest on the Secured Obligations at the rate, at the times and in the manner specified in the Secured Debt Documents, as applicable;

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2.1.3 to pay interest at the Default Rate on any sum or sums payable under this Deed which is not paid on the due date;

2.1.4 to pay each and every other sum of money that may be or become owing to the Secured Creditors under the terms of the Secured Debt Documents or any of them at the times and in the manner specified therein; and

2.1.5 to pay and discharge when due and payable, from time to time, all taxes, assessments, governmental charges, fines and penalties lawfully imposed on the Vessel or any income therefrom.

Section 2.2 The holder of the relevant Secured Obligations and the Owner may agree in writing to vary the date or dates for repayment of principal or interest in respect of such Secured Obligations and/or vary the terms of the relevant Secured Debt Documents without reference to the Owner and without adversely affecting or diminishing the security conferred by the Secured Debt Documents executed by the Owner.

3. Mortgage.

Section 3.1 By way of security for the payment of the Secured Obligations and the performance and observance of and compliance with the covenants, terms and conditions contained in any of the Secured Debt Documents, the Owner with full title guarantee hereby mortgages and charges to and in favor of the Mortgagee all its interest, present and future, in the Mortgaged Premises (which, the Owner hereby warrants to be free at the date hereof from any other charge or encumbrance whatsoever).

Section 3.2 It is declared and agreed that this Deed and the Mortgage shall be held by the Mortgagee as a continuing security for the payment of the Secured Obligations and that the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured and that the security so created shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other security now or hereafter held by the Mortgagee and/or the Secured Creditors for all or any part of the moneys hereby and thereby secured and that every power and remedy given to the Mortgagee hereunder shall be an addition to and not a limitation of any and every other power or remedy vested in the Mortgagee and/or the Secured Creditors under any of the other Secured Debt Documents and that all the powers so vested in the Mortgagee and/or the Secured Creditors may be exercised from time to time and as often as the Secured Creditors may deem expedient.

Section 3.3 The Owner will cause the Mortgage to be duly registered in the London office of the Bahamas Maritime Authority and will otherwise comply with and satisfy all of the provisions of applicable laws of the Commonwealth of the Bahamas in order to establish and maintain the Mortgage as a first priority mortgage thereunder upon the Vessel and upon all renewals, replacements and improvements made in or to the same for the amount of the indebtedness hereby secured.

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4. Owner's Covenants.

Section 4.1 The Owner covenants and agrees with the Mortgagee as follows:

4.1.1 it is and will remain a company duly constituted, validly existing and in good standing under the laws of Bermuda;

4.1.2 it lawfully owns and is lawfully possessed of all the shares in the Vessel free from any lien or encumbrance whatsoever except for this Deed, the Mortgage and any Permitted Lien and will warrant and defend the title and possession thereto and to every part thereof for the benefit of the Mortgagee against the claims and demands of all other persons whomsoever;

4.1.3 it will perform, observe and comply with the covenants, terms and obligations and conditions on its part to be performed, observed and complied with contained or implied in the Secured Debt Documents;

4.1.4 it will place, and at all times and places will retain a properly certified copy of this Deed and the Mortgage on board the Vessel with her papers and will cause such certified copy and the Vessel's marine document to be exhibited to any and all person having business therewith which might give rise to any lien thereon other than liens for crew's wages and salvage, and to any representative of the Mortgagee;

4.1.5 it will place and keep prominently displayed in the chart room and in the Master's cabin on the Vessel a framed printed notice in plain type reading as follows:

“NOTICE OF MORTGAGE

THIS VESSEL IS OWNED BY SEAHAWK ONE, LTD., AND IS SUBJECT TO A FIRST PRIORITY MORTGAGE IN FAVOR OF KFW IPEX-BANK GMBH, AS COLLATERAL AGENT/MORTGAGEE UNDER AUTHORITY OF THE MERCHANT SHIPPING ACT OF THE STATUTE LAWS OF THE BAHAMAS, CHAPTER 268, AS AMENDED. UNDER THE TERMS OF SAID MORTGAGE, NEITHER THE OWNER, ANY CHARTERER, THE MASTER OF THE VESSEL, NOR ANY OTHER PERSON HAS ANY RIGHT, POWER OR AUTHORITY TO CREATE, INCUR OR PERMIT TO BE PLACED OR IMPOSED UPON THE VESSEL, ANY ENCUMBRANCES WHATSOEVER OR ANY OTHER LIEN WHATSOEVER OTHER THAN FOR CREW'S WAGES AND SALVAGE.”;

4.1.6 it will do and permit to be done each and every act or thing whatsoever which the Mortgagee may require to be done for the purpose of enforcing the Mortgagee's rights hereunder and allow the Mortgagee to use the Owner's name as may be required for that purpose;

4.1.7 it will not create or permit to subsist any Lien on the whole or any part of the Vessel except for Liens created with the prior consent of the Mortgagee or Permitted Liens; and

4.1.8 if a libel, arrest, complaint or similar process be filed against the Vessel or the Vessel be otherwise attached, levied upon or taken into custody or detained by virtue of any proceeding in any court or tribunal or by any Government, or other authority, the Owner will promptly notify the Mortgagee thereof by telex, or telefax confirmed by letter, at the address, as

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specified in this Deed, and within [\*] days will cause the Vessel to be released and all liens thereon other than the Mortgage to be discharged, will cause a certificate of discharge to be recorded in the case of any recording of a notice of claim of lien, and will promptly notify the Mortgagee thereof in the manner aforesaid. The Owner will notify the Mortgagee within [\*] hours of any average or salvage incurred by the Vessel.

5. Owner's Covenants as to Insurance.

Section 5.1 The Owner covenants with the Mortgagee and undertakes throughout the Security Period:

5.1.1 to insure the Vessel, or procure that the Vessel is insured, in its name and keep the Vessel and procure that the Vessel is kept insured on an agreed value basis for an amount in Dollars approved by the Mortgagee, provided that at all times:

- (a) the insured value of the Vessel shall at all times be equal to or greater than its fair market value,
- (b) the insured value of the Vessel shall be equal to or greater than [\*] of the then applicable Total Commitment,
- (c) the hull and machinery insurance for the Vessel shall at all times be equal to no less than [\*] of the total insured value of such Vessel and [\*] of the total insured value of the Vessel shall consist of hull interest and freight interest insurance;

through internationally recognized independent first class insurance companies, underwriters, war risks and protection and indemnity associations reasonably acceptable to the Mortgagee in each instance on terms and conditions approved by the Mortgagee (with such approval not to be unreasonably withheld) including as to deductibles but at least in respect of:

- (a) marine risks including all risks customarily and usually covered by first-class and prudent shipowners in the London insurance markets under English marine policies, or the Norwegian Plan or Mortgagee-approved policies containing the ordinary conditions applicable to similar vessels;
  - ( b ) war risks including the Missing Vessel Clause, terrorism, piracy and confiscation and, should institute War and Strike Clauses, Hulls Conditions prevail, the London Blocking and Trapping Addendum and war risks (protection and indemnity) with a separate limit and in excess of the amount for war risks (hull);
  - ( c ) excess risks that is to say the proportion of claims for general average and salvage charges and under the running down clause not recoverable in consequence of the value at which the Vessel is assessed for the purpose of such claims exceeding the insured value;
  - (d) protection and indemnity risks with full standard coverage and up to the highest limit of liability available (for oil pollution risk the highest limit currently available is [\*] for pollution risk and this to be increased if requested by the
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Mortgagee and the increase is possible in accordance with the standard protection and indemnity cover for vessels of its type and is compatible with prudent insurance practice for first class cruise shipowners or operators in waters where the Vessel trades from time to time during the Security Period;

- (e) when and while the Vessel is laid-up, in lieu of hull insurance, normal port risks;
- (f) such other risks as the Mortgagee may from time to time reasonably require;

and in any event in respect of those risks and at those levels covered by first class and prudent owners and/or financiers in the international market in respect of similar tonnage, provided that if any of such insurances are also effected in the name of any other person (other than the Owner or the Mortgagee) such person shall if so required by the Mortgagee execute a first priority assignment a of its interest in such insurances in favor of the Mortgagee in similar terms mutatis mutandis to the relevant Assignment of Earnings and Insurances;

5.1.2 the Mortgagee at the cost of the Owner or the Parent shall take out, in each case, for an amount in Dollars approved by the Mortgagee but not being, collectively, less than [\*] of the sum of the then applicable Total Commitment, mortgagee interest insurance and mortgagee additional perils insurance on such conditions as the Mortgagee may reasonably require, the Parent and the Owner having no interest or entitlement in respect of such policies; the Mortgagee undertakes to use its reasonable endeavors to match the premium level that the Owner or the Parent would have paid if they had arranged such cover on such conditions (as demonstrated to the reasonable satisfaction of the Mortgagee);

5.1.3 if the Vessel shall trade in the United States of America and/or the Exclusive Economic Zone of the United States of America (the "EEZ") as such term is defined in the US Oil Pollution Act 1990 ("OPA"), the Owner shall comply strictly with the requirements of OPA and any similar legislation which may from time to time be enacted in any jurisdiction in which the Vessel presently trades or may or will trade at any time during the existence of the Mortgage and in particular before such trade is commenced and during the entire period during which such trade is carried on the Owner shall:

- (a) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to it for the Vessel in the market;
  - ( b ) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association and to comply with all obligations in order to maintain such cover, and promptly to deliver to the Mortgagee copies of such declarations;
  - (c) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly to deliver to the Mortgagee copies of reports made in respect of such surveys;
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(d) implement any recommendations contained in the reports issued following the surveys referred to in sub-clause (c) above within the time limit specified therein and provide evidence satisfactory to the Mortgagee that the protection and indemnity insurers are satisfied that this has been done;

(e) in particular strictly comply with the requirements of any applicable law, convention, regulation, proclamation or order with regard to financial responsibility for liabilities imposed on the Owner or the Vessel with respect to pollution by any state or nation or political subdivision thereof, including but not limited to OPA, and provide the Mortgagee on demand with such information or evidence as it may reasonably require of such compliance;

(f) procure that the protection and indemnity insurances do not contain a clause excluding the Vessel from trading in waters of the United States of America and the EEZ or any other provision analogous thereto and provide the Mortgagee with evidence that this is so; and

(g) strictly comply with any operational or structural regulations issued from time to time by any relevant authorities under OPA so that at all times the Vessel falls within the provisions which limit strict liability under OPA for oil pollution;

5.1.4 to give notice forthwith of any assignment of its interest in the Insurances to the relevant brokers, insurance companies, underwriters and/or associations in the form reasonably approved by the Mortgagee;

5.1.5 to execute and deliver all such documents and do all such things as may be necessary to confer upon the Mortgagee legal title to the Insurances in respect of the Vessel and to procure that the interest of the Mortgagee is at all times filed with all slips, cover notes, policies and certificates of entry and to procure (a) that a loss payable clause in the form reasonably approved by the Mortgagee and exceeding [\*] shall be filed with all the hull, machinery and equipment and war risks policies in respect of the Vessel and (b) that a loss payable clause in the form reasonably approved by the Mortgagee and exceeding [\*] shall be endorsed upon the protection and indemnity certificates of entry in respect of the Vessel;

5.1.6 at the Owner's expense the Owner will cause such insurance brokers and the P & I club or association providing P & I insurance to agree to advise the Mortgagee by telex or telecopier confirmed by letter of any expiration, termination, alteration or cancellation of any policy, any default in the payment of any premium and of any other act or omission on the part of the Owner of which it has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Vessel, and to provide an opportunity of paying any such unpaid premium or call, such right being exercisable by the Mortgagee on a vessel by vessel and not on a fleet basis. In addition, the Owner or the Parent shall promptly provide the Mortgagee with any information which the Mortgagee reasonably requests for the purpose of obtaining or preparing any report from an independent marine insurance consultant as to the adequacy of the insurances effected or proposed to be effected in accordance with the provisions contained herein as of the date hereof or in connection with any renewal thereof, and the Owner or the Parent shall upon demand indemnify the Mortgagee in respect of all reasonable fees and other expenses incurred by or for the account of the Mortgagee

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in connection with any such report; provided the Mortgagee shall be entitled to such indemnity only for one such report during any period of [\*];

5.1.7 to procure that each of the relevant brokers and associations furnish the Mortgagee with a letter of undertaking in such usual form as may be reasonably required by the Mortgagee and waives any lien for premiums or calls except in relation to premiums or calls attributable to the Vessel;

5.1.8 to punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances on the Vessel and to produce all relevant receipts when so required by the Mortgagee;

5.1.9 to renew each of the Insurances on the Vessel at least [\*] Business Days before the expiry thereof and give immediate notice to the Mortgagee of such renewal and procure that the relevant brokers or associations shall promptly confirm in writing to the Mortgagee that such renewal is effected, it being understood by the Owner that any failure to renew the Insurances on the Vessel at least [\*] Business Days before the expiry thereof or to give or procure the relevant notices of such renewal shall constitute an Event of Default;

5.1.10 to arrange for the execution of such guarantees as may from time to time be required by any protection and indemnity and/or war risks association;

5.1.11 to furnish to the Mortgagee from time to time on request with full information about all Insurances maintained on the Vessel and the names of the offices, companies, underwriters, associations or clubs with which such Insurances are placed;

5.1.12 not to agree to any variation in the terms of any of the Insurances on the Vessel without the prior approval of the Mortgagee (which approval shall not be unreasonably withheld) (save in circumstances where the variation is imposed by the insurers or reinsurers without requiring the Owner's consent in which case the Owner shall notify the Mortgagee of such variation in a timely manner) nor do any act or voluntarily suffer or permit any act to be done whereby any Insurances shall or may be rendered invalid, void, voidable, suspended, defeated or unenforceable and not to suffer or permit the Vessel to engage in any voyage nor to carry any cargo not permitted under any of the Insurances without first obtaining the consent of the insurers or reinsurers concerned and complying with such requirements as to payment of extra premiums or otherwise as the insurers or reinsurers may impose. If a variation in the terms of the Insurances is imposed as aforesaid and in the absolute opinion of the Mortgagee its interest in the Insurances is thereby materially adversely affected and/or the proceeds of the Insurances payable to the Mortgagee would be adversely affected, the Owner undertakes promptly to make such changes to the Insurances, or such alternative Insurance arrangements, provided that such alternative Insurance arrangements are available in the insurance market to the Owner at that time, as the Mortgagee shall reasonably require;

5.1.13 not, without the prior written consent of the Mortgagee, settle, compromise or abandon any claim in respect of any of the Insurances on the Vessel other than a claim of less than [\*] or the equivalent in any other currency and not being a claim arising out of a Total Loss;

5.1.14 promptly furnish the Mortgagee with full information regarding any casualties or other accidents or damage to the Vessel involving an amount in excess of [\*];

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5.1.15 to apply or ensure the appliance of all such sums receivable in respect of the Insurances on the Vessel for the purpose of making good the loss and fully repairing all damage in respect whereof the insurance moneys shall have been received; and

5.1.16 that in the event of the Owner defaulting in insuring and keeping insured the Vessel as hereinbefore provided then the Mortgagee may (but shall not be bound to) insure the Vessel or enter the Vessel in such manner and to such extent as the Mortgagee in its discretion thinks fit and in such case all the cost of effecting and maintaining such insurance together with interest thereon shall be paid on demand by the Owner to the Mortgagee.

6. Owner's Covenants as to Operation and Maintenance.

Section 6.1 The Owner covenants with the Mortgagee and undertakes throughout the Security Period at the Owner's own expense that it will in respect of the Vessel:

6.1.1 keep it in a good and efficient state of repair so as to maintain it to the highest classification available for a vessel of its age and type free of all recommendations and qualifications with DNV GL or another classification society listed on Schedule 7.21 of the Credit Agreement (or another internationally recognized classification society reasonably acceptable to the Facility Agent). On the date hereof and annually thereafter, it will furnish to the Mortgagee a statement by such classification society that such classification is maintained. It will comply with all recommendations, regulations and requirements (statutory or otherwise) from time to time applicable to the Vessel and shall have on board as and when required thereby valid certificates showing compliance therewith and shall procure that all repairs to or replacements of any damaged, worn or lost parts or equipment are carried out (both as regards workmanship and quality of materials) so as not to diminish the value or class of the Vessel. It will not make any materially adverse modifications or alterations to the Vessel or any part thereof without the prior consent of the Mortgagee;

6.1.2 submit it to continuous survey in respect of its machinery and hull and such other surveys as may be required for classification purposes and, if so required by the Mortgagee, supply to the Mortgagee copies in English of the survey reports;

6.1.3 permit surveyors or agents appointed by the Mortgagee to board the Vessel at all reasonable times to inspect its condition or satisfy themselves as to repairs proposed or already carried out and afford all proper facilities for such inspections;

6.1.4 comply, or procure that the relevant Manager will comply, with the ISM Code or any replacement of the ISM Code and in particular, without prejudice to the generality of the foregoing, as and when required to do so by the ISM Code and at all times thereafter:

(a) hold, or procure that the relevant Manager holds, a valid Document of Compliance duly issued to the Owner or the relevant Manager (as the case may be) pursuant to the ISM Code and a valid Safety Management Certificate duly issued to the Vessel pursuant to the ISM Code;

(b) provide the Mortgagee with copies of any such Document of Compliance and Safety Management Certificate as soon as the same are issued;  
and

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( c ) keep, or procure that there is kept, on board the Vessel a copy of any such Document of Compliance and the original of any such Safety Management Certificate;

6.1.5 not employ the Vessel or permit its employment in any trade or business which is forbidden by any applicable law or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render it liable to condemnation in a prize court or to destruction, seizure or confiscation or that may expose the Vessel to penalties. In the event of hostilities in any part of the world (whether war be declared or not) it will not employ the Vessel or permit its employment in carrying any contraband goods;

6.1.6 not (i) cause or permit the Vessel to be operated in any manner contrary to law, (ii) abandon the Vessel in a foreign port, (iii) engage in any unlawful trade or violate any law or carry any cargo that will expose the Vessel to penalty, forfeiture or capture, and (iv) do, or suffer or permit to be done, anything which can or may injuriously affect the registration of the Vessel under the laws and regulations of the Commonwealth of the Bahamas and will at all times keep the Vessel duly documented thereunder;

6.1.7 promptly provide the Mortgagee with:

- (a) all information which the Mortgagee may reasonably require regarding the Vessel, its employment, earnings, position and engagements;
- (b) particulars of all towages and salvages; and
- (c) copies of all charters and other contracts for its employment and otherwise concerning it;

6.1.8 notify the Mortgagee forthwith upon:

(a) any claim for material breach of the ISM Code or the ISPS Code being made against the Owner, an ISM Responsible Person or the manager of the Vessel in connection with the Vessel; or

(b) any other matter, event or incident, actual or which will or could lead to the material non-compliance with the ISM Code or the ISPS Code;

and keep the Mortgagee advised in writing on a regular basis and in such detail as the Mortgagee shall require, of the Owner's and Vessel manager's response to the items referred to in subclauses (a) and (b) above;

6.1.9 give notice to the Mortgagee promptly and in reasonable detail upon any Credit Party becoming aware of:

- (a) accidents to the Vessel involving repairs the cost of which will or is likely to exceed [\*];
  - (b) the Vessel becoming or being likely to become a Total Loss or a Compulsory Acquisition;
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- (c) any recommendation or requirement made by any insurer or classification society or by any competent authority which is not complied with within any time limit relating thereto;
- (d) any writ served against or any arrest of the Vessel or the exercise of any lien or purported lien on the Vessel, its Earnings or Insurances;
- (e) the occurrence of any Event of Default;
- (f) the Vessel ceasing to be registered as a Bahamian vessel or anything which is done or not done whereby such registration may be imperiled;
- (g) it becoming impossible or unlawful for it to fulfill any of its obligations under the Secured Debt Documents; and
- (h) anything done or permitted or not done in respect of the Vessel by any person which is likely to imperil the security created by the Secured Debt Documents;

6.1.10 promptly pay and discharge all debts, damages and liabilities, taxes, assessments, charges, fines, penalties, tolls, dues and other outgoings in respect of the Vessel and keep proper books of account in respect thereof provided always that the Owner shall not be obliged to compromise any debts, damages and liabilities as aforesaid which are being contested in good faith subject always that full details of any such contested debt, damage or liability which, either individually or in aggregate exceeds [\*] shall forthwith be provided to the Mortgagee. As and when the Mortgagee may so require it will make such books available for inspection on behalf of the Mortgagee and provide evidence satisfactory to the Mortgagee that the wages and allotments and the insurance and pension contributions of the master and crew are being regularly paid, that all deductions of crew's wages in respect of any tax liability are being properly accounted for and that the master has no claim for disbursements other than those incurred in the ordinary course of trading on the voyage then in progress or completed prior to such inspection;

6.1.11 maintain the type of the Vessel as at the date hereof and not put the Vessel into the possession of any person without the prior consent of the Mortgagee for the purpose of work being done on it in an amount exceeding or likely to exceed [\*] unless such person shall first have given to the Mortgagee a written undertaking addressed to the Mortgagee in terms reasonably satisfactory to the Mortgagee agreeing not to exercise a lien on the Vessel or its Earnings for the cost of such work or for any other reason;

6.1.12 promptly pay and discharge all liabilities which have given rise, or may give rise, to liens or claims enforceable against the Vessel under the laws of all countries to whose jurisdiction the Vessel may from time to time be subject provided always that the Owner shall not be obliged to compromise any liabilities as aforesaid which are being contested in good faith subject always that full details of any such contested liabilities which, either individually or in aggregate, exceed [\*] shall be forthwith provided to the Mortgagee. If the Vessel is arrested or detained for any reason it will procure the Vessel's immediate release by providing bail or taking such other steps as the circumstances may require;

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6.1.13 give to the Mortgagee at such times as it may from time to time require a certificate, duly signed on the Owner's behalf as to the amount of any debts, damages and liabilities relating to the Vessel and, if so required by any Secured Debt Document or this Deed, forthwith discharge such debts, damages and liabilities to the Mortgagee's satisfaction;

6.1.14 not transfer or change the flag of documentation or home port of the Vessel except to the extent permitted by Section 9.13 of the Credit Agreement;

6.1.15 where the Vessel trades in the territorial waters of the United States of America, take all reasonable precautions to prevent any infringements of the Anti-Drug Abuse Act of 1986 of the United States of America (as the same may be amended and/or re-enacted from time to time hereafter) or any similar legislation applicable to the Vessel in any other jurisdiction in which the Vessel shall trade (a "Relevant Jurisdiction") and, for this purpose shall (inter alia) enter into a "Carrier Initiative Agreement" with the United States' Bureau of Customs and Border Protection (if such is possible) or into voluntary arrangements made under the Customs-Trade Partnership Against Terrorism of the United States of America (if such is possible and appropriate to cruise vessels) and procure that the same (or a similar agreement or arrangement in a Relevant Jurisdiction) is maintained in full force and effect and its obligations thereunder performed by it in respect of the Vessel throughout any period of United States of America (including coastal waters over which it claims jurisdiction) or Relevant Jurisdiction related trading;

6.1.16 not enter into:

(a) any pooling agreement or other arrangement for the sharing of any of the Earnings or the expenses of the Vessel; or

(b) any (x) demise or bareboat charter other than a demise or bareboat charter of the Vessel made with another member of the NCLC Group or (y) charter or other form of deployment of the Vessel to a charterer that is not a member of the NCLC group (A) which, with the exercise of any options for extension, could be for a period longer than 13 months or (B) which is other than at or about market rate at the time when the charter or deployment is fixed, unless, in each case, the Owner procures (or in the case of clause (y) uses commercially reasonable efforts to procure) that (i) each of the Owner and the charterer assigns the benefit of any such charter to the Mortgagee, (ii) each of the Owner and the charterer assigns its interest in the insurances in respect of the Vessel to the Mortgagee, and (iii) the charterer agrees to subordinate its interests in the Vessel to the interests of the Mortgagee, all on terms and conditions reasonably acceptable to the Mortgagee.

The Owner hereby agrees that at any time and from time to time (and to the extent that the same has, where applicable, been approved by the Mortgagee in accordance with the above provisions) upon entering into any (a) charter or similar contract that has as of the execution date of such charter or similar contract a remaining term of 13 months or greater (including any renewal option) and (b) demise or bareboat charter of the Vessel with another member of the NCLC Group, it will promptly and duly execute and deliver to and in favor of the Mortgagee at the cost and expense of the Owner an Assignment of Charters and it will promptly execute and deliver any and all such further instruments and

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documents as the Mortgagee, and its successors, transferees or assignees, may reasonably require in order to obtain the full benefits of this Assignment, the Assignment of Charters and of the rights and powers herein and therein granted. The Owner covenants to use commercially reasonable efforts to obtain the consent of the charterer under said charter to the Assignment of Charters pursuant to the terms of the Assignment of Charters or in other form and substance reasonably satisfactory to the Mortgagee;

6.1.17 except with the prior consent of the Mortgagee (not to be unreasonably withheld), not:

(a) permit any person other than the relevant Manager to be the manager of, including providing crewing services to, the Vessel;

( b ) permit any amendment to be made to the terms of the management agreement in respect of the Vessel that is materially adverse to the Mortgagee, provided that the amendment does not imperil the security to be provided pursuant to the Secured Debt Documents or adversely affect the ability of any Credit Party to perform its obligations under the Secured Debt Documents; or

(c) permit the Vessel to be employed other than within the NCL Group or NCL America brand (as applicable);

6.1.18 to comply in relation to the Vessel with the ISPS Code or any replacement of the ISPS Code and in particular, without limitation:

(a) to procure that the Vessel and the company responsible for the Vessel's compliance with the ISPS Code comply with the ISPS Code;

(b) to maintain for the Vessel throughout the Security Period a valid and current ISSC; and

6.1.19 to provide the Mortgagee with a copy of any such ISSC as soon as the same is issued.

7. Expenses.

Section 7.1 The Owner undertakes to pay to the Mortgagee on demand all reasonable and documented moneys whatsoever which the Mortgagee shall or may expend be put to or become liable for in or about the protection, maintenance or enforcement of the security created by this Deed and the other Secured Debt Documents or in or about the exercise by the Mortgagee of any of the powers vested in it under this Deed or under any of the other Secured Debt Documents and to pay interest thereon at the Default Rate from the date of demand until the date of actual receipt (whether before or after any relevant judgment).

Section 7.2 The Owner undertakes to pay on demand to the Mortgagee (or as it may direct) the amount of all investigation and legal expenses of any kind whatsoever, stamp duties (if any), registration fees and any other charges incurred by the Mortgagee in connection with the

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preparation, completion and registration of the Secured Debt Documents or otherwise in connection with the Secured Obligations and the security therefor.

8. Protection and Maintenance of Security.

Section 8.1 The Mortgagee shall without prejudice to its other rights and powers hereunder be entitled (but not bound) at any time and as often as may be necessary to take any such action as it may in its absolute discretion think fit for the purpose of protecting the security created by this Deed and the other Secured Debt Documents and each and every reasonable and documented expense or liability so incurred by the Mortgagee in or about the protection of the security shall be repayable to it by the Owner on demand together with interest thereon at the Default Rate from the date of demand until the date of actual receipt whether before or after any relevant judgment.

Section 8.2 Without prejudice to the generality of the foregoing:

8.2.1 if the provisions of Section 5.1 or any of them are not complied with the Mortgagee shall be at liberty to effect and thereafter to maintain all such insurances upon the Vessel as it in its discretion may think fit;

8.2.2 if the provisions of Sections 6.1.1 and 6.1.3 or any of them are not complied with the Mortgagee shall be at liberty to arrange for the carrying out of such repairs and/or surveys as it deems expedient or necessary;

8.2.3 if the provisions of Section 6.1.8 or any of them are not complied with the Mortgagee shall be at liberty to pay and discharge all such debts, damages and liabilities, taxes, assessments, charges, fines, penalties, tolls, dues and other outgoings as are therein mentioned and/or take any such measures as it deems expedient or necessary for the purpose of securing the release of the Vessel; and

8.2.4 if the Mortgagee receives notice of any security created or arising after the date of this Deed in respect of the Vessel (other than a Permitted Lien) or makes demand of the Owner for payment of any or all of the Secured Obligations in accordance with the Secured Debt Documents:

( a ) the Mortgagee may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and

( b ) thereafter any amounts paid by the Owner to the Mortgagee in respect of the Secured Obligations, or realised or recovered by the Mortgagee under this Deed, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations

and each and every expense or liability so incurred by the Mortgagee shall be recoverable from the Owner as provided in Section 7.1 together with interest thereon at the Default Rate.

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9. Enforcement of Rights.

Section 9.1 Upon the occurrence and during the continuance of an Event of Default the Mortgagee shall become forthwith entitled as and when it may see fit to put into force and to exercise all the powers possessed by it as mortgagee and chargee of the Mortgaged Premises and in particular:

9.1.1 to take possession of the Vessel;

9.1.2 to require that all policies, contracts and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be forthwith delivered to such brokers as the Mortgagee may nominate;

9.1.3 to collect, recover, compromise and give a good discharge for all claims then outstanding or thereafter arising under the Insurances or any of them and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Mortgagee in its absolute discretion may think fit and to permit the brokers through whom collection or recovery is effected to charge the usual brokerage therefor;

9.1.4 to discharge, compound, release or compromise claims in respect of the Vessel which have given or may give rise to any charge or lien on the Vessel or which are or may be enforceable by proceedings against the Vessel;

9.1.5 to sell the Vessel or any share therein with or without prior notice to the Owner and with or without the benefit of any charterparty by public auction or private contract at home or abroad and upon such terms as the Mortgagee in its absolute discretion may determine with power to postpone any such sale and without being answerable for any loss occasioned by such sale or resulting from postponement thereof;

9.1.6 pending sale of the Vessel, to manage, insure, maintain and repair the Vessel and to employ or lay up the Vessel in such manner and for such period as the Mortgagee in its absolute discretion may deem expedient and for the purposes aforesaid the Mortgagee shall be entitled to do all acts and things incidental or conducive thereto and in particular to enter into such arrangements respecting the Vessel, its insurance, management, maintenance, repair and employment in all respects as if the Mortgagee were the owners of the Vessel and without being responsible for any loss thereby incurred;

9.1.7 to recover from the Owner on demand any such losses as may be incurred by the Mortgagee in or about the exercise of the power vested in the Mortgagee under Section 9.1.6; and/or

9.1.8 to recover from the Owner on demand all expenses, payments and disbursements incurred by the Mortgagee in or about or incidental to the exercise by it of any of the powers aforesaid together with interest thereon at the Default Rate,

provided always that upon any sale of the Vessel or any share therein by the Mortgagee pursuant to Section 9.1.5 the purchaser shall not be bound to see or enquire whether the Mortgagee's power of sale has arisen in the manner herein provided and the sale shall be deemed to be within the power of the Mortgagee and the receipt of the Mortgagee for the purchase money shall effectively discharge

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the purchaser who shall not be concerned with the manner or application of the proceeds of sale or be in any way answerable therefor.

10. Application of Moneys.

All moneys received by the Mortgagee in respect of:

Section 10.1 sale by the Mortgagee of the Vessel or any share therein;

Section 10.2 recovery under the Insurances; or

Section 10.3 Compulsory Acquisition Compensation;

shall be applied by it in accordance with Section 4.05 of the Credit Agreement.

11. Receivers.

Section 11.1 At any time after the occurrence and during the continuation of an Event of Default, or if the Owner requests it to do so, the Mortgagee may by a written instrument and without notice to the Owner appoint one or more suitably experienced and reputable persons as Receiver of all or any part of the Vessel, each such person being entitled to act individually as well as jointly and being for all purposes the agent of the Owner.

Section 11.2 The appointment of a Receiver pursuant to Section 11.1 shall be deemed to be subject to the following provisions:

11.2.1 the Receiver shall be the agent of the Owner, and the Owner alone shall be responsible for his acts, defaults and payment of remuneration;

11.2.2 the Receiver shall be entitled to remuneration for services at a rate to be determined by the Mortgagee (acting reasonably) from time to time on the basis of charging from time to time adopted by him or his firm (without being limited to the maximum rate specified by the Law of Property Act 1925);

11.2.3 any Receiver shall have and be entitled to exercise all the rights, powers and remedies conferred upon the Mortgagee by this Deed and by applicable law with respect to the Vessel and/or the Mortgage (including, without limitation, all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Owner itself could do or omit to do); and

11.2.4 any Receiver shall have the power to do all things (including bringing or defending proceedings in the name or on behalf of the Owner) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in such Receiver or (b) the exercise of the Mortgage.

Sections 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed pursuant to Section 11.1.

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In addition to the powers conferred on the Mortgagee by this Deed, each Receiver appointed pursuant to Section 11.1 shall have in relation to the Vessel (i) all the powers conferred by the Law of Property Act 1925 (as extended by this Deed) on a Receiver appointed under that Act and (ii) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.

12. No Waiver.

No delay or omission of the Mortgagee to exercise any right or power vested in it under the Secured Debt Documents or any of them shall impair such right or power or be construed as a waiver of or as acquiescence in any default by the Owner and in the event of the Mortgagee at any time agreeing to waive any such right or power such waiver shall be revocable by the Mortgagee at any time and the right or power shall thenceforth be again exercisable as though there had been no such waiver.

13. Power of Delegation.

The Mortgagee shall be entitled at any time and as often as may be expedient to delegate all or any of the powers and discretions vested in it by the Secured Debt Documents or any of them (including the power vested in it by virtue of Section 14) in such manner upon such terms and to such persons as the Mortgagee in its absolute discretion may think fit.

14. Power of Attorney.

Section 14.1 By way of security for the performance of its obligations under this Deed, the Owner hereby irrevocably appoints each of the Mortgagee and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Owner is obliged to do under the terms of this Deed or which such attorney considers necessary or desirable in order to enable the Mortgagee or such attorney to exercise the rights conferred on it by this Deed or by law. Provided always that such power shall not be exercisable by or on behalf of the Mortgagee until the occurrence of an Event of Default which is continuing.

Section 14.2 The Owner hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed shall do in its capacity as such.

15. Further Assurance.

The Owner hereby further undertakes at its own expense to execute, sign, perfect, do and (if required) register every such further assurance document, act or thing as in the opinion of the Mortgagee may be necessary or desirable for the purpose of more effectually mortgaging and charging the Mortgaged Premises or perfecting the security constituted thereby.

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16. Assignment.

The Mortgagee may not resign, assign or transfer in its capacity as security trustee, except in accordance with the terms of the Security Trust Deed.

17. Waiver of Rights as Surety.

Section 17.1 The rights of the Mortgagee under the Mortgage and/or this Deed, the security constituted by the Mortgage and/or this Deed and the warranties, covenants, obligations and undertakings of the Owner contained in the Mortgage and/or, this Deed shall not in any way be discharged, impaired or otherwise affected by:

17.1.1 any forbearance (whether as to payment or otherwise) or any time or other indulgence granted to any other party to any one or more of the Secured Debt Documents under or in connection with any of the Secured Debt Documents;

17.1.2 any amendment or variation of any of the Secured Debt Documents;

17.1.3 any failure of any of the Secured Debt Documents to be legal, valid, binding and enforceable in relation to any Credit Party for any reason whatsoever;

17.1.4 the winding-up or dissolution of any Credit Party,

17.1.5 the release (whether in whole or in part) of, or the entering into of any compromise or composition with, any Credit Party; or

17.1.6 any other act, omission, thing or circumstance which would or might, but for this provision, operate to discharge, impair or otherwise affect the same.

Section 17.2 Until the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all commitments under the Secured Debt Documents have been terminated the Owner shall not by virtue of any payment made hereunder or under the Mortgage on account of the Secured Obligations or by virtue of any enforcement by the Mortgagee of its rights under, or the security constituted by, the Mortgage and/or this Deed or by virtue of any relationship between or transaction involving, the Owner and any Credit Party:

17.2.1 exercise any rights of subrogation in relation to any rights, security or moneys held or received or receivable by the Mortgagee or any other person; or

17.2.2 exercise any right of contribution from any Credit Party under any one or more of the Secured Debt Documents; or

17.2.3 exercise any right of set-off or counterclaim against any Credit Party; or

17.2.4 receive, claim or have the benefit of any payment, distribution, security or indemnity from any Credit Party; or

17.2.5 unless so directed by the Mortgagee (when the Owner will prove in accordance with such directions), claim as a creditor of any Credit Party in competition with the Mortgagee,

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and the Owner shall hold in trust for the Mortgagee and forthwith pay or transfer (as appropriate) to the Mortgagee any such payment (including an amount equal to any such set-off), distribution or benefit of such security, indemnity or claim in fact received by it.

Section 17.3 The Owner's liabilities under this Deed shall not be in any way affected by any total or partial discharge of liabilities or variation of terms which is effected by or connected with any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country.

18. No Obligations Imposed on Mortgagee.

Without prejudice to paragraph 10 of Schedule 1 of the Merchant Shipping Act 1995, the Owner shall remain liable to perform all obligations connected with the Mortgaged Premises and the Mortgagee shall not, in any circumstances, have or incur any obligation of any kind in connection with the Mortgaged Premises.

19. Law of Property Act 1925 not applicable.

The Owner hereby waives the entitlement conferred by section 93 of the Law of Property Act 1925 and agrees that section 103 of that Act shall not apply to the security created by the Mortgage and this Deed.

20. No Liability of Mortgagee.

The Mortgagee shall not be obliged to check the nature or sufficiency of any payment received by it or him under the Mortgage or this Deed or to preserve, exercise or enforce any right forming part of, or relating to, any item of the Mortgaged Premises.

21. No Requirement to Commence Proceedings.

The Mortgagee will not need to commence any proceedings under, or enforce any lien created by the Secured Debt Documents before commencing proceedings under, or enforcing any lien created by, the Mortgage or this Deed.

22. No Restriction on Other Rights.

Nothing in the Mortgage or this Deed shall be taken to exclude or restrict any power, right or remedy which the Mortgagee or any other Credit Party may at any time have under:

- (a) any other Secured Debt Document; or
  - (b) the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner, the Vessel or any other item of the Mortgaged Premises.
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23. Exercise of Other Rights.

The Mortgagee may exercise any right under the Mortgage and this Deed before it or any other Credit Party has exercised any right referred to in Section 22(a) or (b) above.

24. Settlement or Discharge Conditional.

Any settlement or discharge under the Mortgage and this Deed (or either of them) between the Mortgagee or any other Credit Party and the Owner shall be conditional upon no security or payment to the Mortgagee or any other Credit Party by the Owner or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

25. Severability of Provisions.

If any provision of this Deed is or subsequently becomes void, unenforceable or illegal, that shall not affect the validity, enforceability or legality of the other provisions of this Deed or of the provisions of any other Secured Debt Document.

26. Notices.

Section 26.1 Each communication to be made hereunder shall unless otherwise stated, be made in writing by telefax or letter.

Section 26.2 Any notice, demand, communication or document to be made or delivered by the Mortgagee to the Owner pursuant to this Deed shall (unless the Owner has by fifteen (15) days' written notice to the Mortgagee specified another address) be made or delivered to the Owner at c/o 7665 Corporate Center Drive, Miami, Florida 33126, United States of America (marked for the attention of the Chief Financial Officer, telefax no +1 305 436 4140, and the Legal Department, telefax no +1 305 436 4117) (but one (1) copy shall suffice) and shall be deemed to have been made or delivered (in the case of any communication made by telefax) when transmission of such telefax communication has been completed or (in the case of any communication made by letter) when left at that address or (as the case may be) five (5) days after being deposited in the post postage prepaid in an envelope addressed to it at that address; provided that any communication or document to be made or delivered to the Mortgagee shall be effective only when received by the Mortgagee and then only if the same is expressly marked for the attention of the department or officer specified by the Mortgagee for this purpose from time to time.

Section 26.3 Each communication and document made or delivered by one (1) party to another party or parties pursuant to this Deed shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof.

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27. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE.

Section 27.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the Laws of England and for the exclusive benefit of the Mortgagee the Owner hereby irrevocably submits to the jurisdiction of the High Courts of Justice in England. Such submission shall not limit the right of the Mortgagee to commence any proceedings relating to this Deed (in addition or alternatively) in any other jurisdiction which the Mortgagee deem fit.

Section 27.2 For the purpose of any legal proceedings arising out of or in connection with the Mortgage and/or this Deed the Owner irrevocably appoints the Process Agent as its agent to accept service on its behalf without prejudice to any other lawful means of service.

Section 27.3 **THE OWNER HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION DEED BROUGHT IN THE COURTS REFERRED TO IN SECTION 27.1 ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

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IN WITNESS WHEREOF, the Owner and the Mortgagee have caused this Deed to be duly executed by each of their authorized representatives the day and year first above written.

Signed as a deed and delivered on behalf of **SEAHAWK ONE, LTD.**, a Bermuda company, as Owner, by [full name of person signing], being a person who, in accordance with the laws of that territory is acting under the authority of the company

SEAHAWK ONE, LTD.,

By: \_\_\_\_\_  
Name:  
Title:

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of that territory, in the presence of:

\_\_\_\_\_  
**Authorised Signatory**

\_\_\_\_\_  
**Authorised Signatory**

Name:

Title:

Address:

\_\_\_\_\_

Dated [●] 2014

**HULL NO. [\*]**

**FORM OF ASSIGNMENT OF CONTRACTS**

between

**SEAHAWK ONE, LTD.**  
as Borrower

and

**KFW IPEX-BANK GMBH**  
as Collateral Agent

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**THIS ASSIGNMENT (this Assignment) is dated [●] 2014**

**BETWEEN:**

- (1) **SEAHAWK ONE, LTD.**, a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Borrower**”); and
- (2) **KFW IPEX-BANK GMBH**, as collateral agent for and on behalf of the Secured Creditors (the “**Collateral Agent**”, which expression includes any person which is for the time being a collateral agent for the Secured Creditors for the purposes of this Assignment).

**RECITALS**

- (A) The Lenders are willing to make a loan facility available to the Borrower on the terms and subject to the conditions set out in the Credit Agreement, on condition that the Borrower enters into this Assignment as security for its obligations and Liabilities as Borrower under or in relation to the Credit Documents.
- (B) The Board of Directors of the Borrower is satisfied that the Borrower is entering into this Assignment for the purposes of its business and that its doing so benefits the Borrower.
- (C) The Borrower and the Collateral Agent intend this Assignment to take effect as a deed.
- (D) The Collateral Agent holds the benefit of this Assignment on trust for itself and for the Secured Creditors on the terms of the Credit Agreement and the Security Trust Deed.

**1. INTERPRETATION**

**1.1 Definitions**

In this Assignment the following terms have the meanings given to them in this Clause.

“**Acknowledgment of Assignment**” means a duly completed acknowledgement of assignment in the form set out in the relevant Part of Schedule 2 (*Forms of Acknowledgement of Assignment*) being:

- (a) Part 1, in the case of the Construction Contract;
- (b) Part 2, in the case of the Refund Guarantees; and
- (c) Part 3, in the case of the Construction Risks Insurance Policies; and

or in each case in such other form as may be approved by the Collateral Agent.

“**Agreed Rate**” means the rate specified in section 2.06(b) and 2.06(c) (*Interest*) of the Credit Agreement.

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“**Assigned Rights**” means the Borrower’s rights, title, interest and benefits in, to and in respect of the Contracts.

“**Construction Contract**” shall mean the shipbuilding contract in relation to the Vessel originally dated 14 June 2013 as subsequently novated, amended and restated on [insert date] July 2014, between the Yard in that capacity, the Borrower as buyer of the Vessel and the Parent as guarantor of the Borrower.

“**Construction Risks Insurance Policies**” any and all insurance policies from time to time issued for the benefit of the Shipbuilder and the Borrower in connection with the construction of the Vessel under the Construction Contract.

“**Contracts**” means each of the:

- (a) the Construction Contract;
- (b) the Refund Guarantees; and
- (c) the Construction Risks Insurance Policies.

“**Credit Agreement**” means the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (each as defined therein).

“**Credit Agreement Obligations**” means “Credit Document Obligations” as defined in the Credit Agreement.

“**Event of Default**” means an “Event of Default” as defined in the Credit Agreement.

“**Lender Creditors**” means the Agents and the Lenders.

“**Liability**” means any liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“**Notice of Assignment**” means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 1 (*Forms of Notice of Assignment*) being:

- (a) Part 1, in the case of the Construction Contract;
- (b) Part 2, in the case of each Refund Guarantees;
- (c) Part 3, in the case of the Construction Risks Insurance Policies;

or in each case such other form as may be approved by the Collateral Agent.

“**Other Creditors**” means each Lender or any affiliate thereof with which the Borrower and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit

Agreement for any reason), together with such Lender's or affiliate's successors and assigns, if any.

"**Parent**" means NCL Corporation Ltd., a Bermuda company.

"**Receiver**" means a receiver and manager or any other receiver (whether appointed pursuant to this Assignment, pursuant to any statute, by a court or otherwise) of any of the Assigned Rights.

"**Refund Guarantees**" means any and all refund guarantees from time to time issued in favour of the Borrower to secure certain obligations of the Shipbuilder under the Construction Contract other than any refund guarantees issued by KfW IPEX-Bank GmbH acting in its capacity as a refund guarantor.

"**Secured Creditors**" means the Lender Creditors and the Other Creditors.

"**Secured Obligations**" means the Credit Agreement Obligations and the Other Obligations.

"**Security**" means the security created by this Assignment.

"**Security Period**" means the period beginning on the date of this Assignment and ending on the date upon which the Collateral Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Credit Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) contingent liabilities for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement).

"**Security Trust Deed**" means the security trust deed dated on or about the date hereof between, *inter alia*, the Collateral Agent as security trustee, the Facility Agent and the Lenders.

"**Shipbuilder**" means Meyer Werft GmbH.

## 1.2 Continuing Event of Default

An Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue and (b) such Event of Default has not been waived in accordance with the terms of the Credit Documents.

## 1.3 Defined Terms

Unless this Assignment provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Assignment.

#### 1.4 **References to Agreements**

Unless otherwise stated, any reference in this Assignment to any agreement or document (including any reference to this Assignment or any other Credit Document) shall be construed as a reference to:

- (a) such agreement or document as amended, varied, novated or supplemented from time to time;
- (b) any other agreement or document whereby such agreement or document is so amended, varied, novated or supplemented; and
- (c) any other agreement or document entered into pursuant to or in accordance with such agreement or document.

#### 1.5 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

#### 1.6 **Statutes**

Any reference in this Assignment to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

#### 1.7 **Implied Covenants**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 3.1 (*Assignment*) or Clause 3.2 (*Notice of Assignment*):

- (a) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in Section 3(1);
- (b) the words “except to the extent that” and all the words thereafter in Section 3(2); and
- (c) Section 6(2).

#### 1.8 **Third Party Rights**

It is intended that with the consent of the Collateral Agent each of the other Secured Creditors shall be able to enforce the provisions of Clause 16.4 *Currency Indemnity* (which can be amended with the consent of the Collateral Agent but without the consent of the other Secured Creditors), but otherwise a person which is not a party to this Assignment, shall have no rights to enforce the provisions of this Assignment other than those it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.

1.9 **Clause and Schedule Headings**

Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Assignment.

2. **COVENANT TO PAY**

2.1 **Covenant to Pay**

The Borrower agrees that promptly on demand of the Collateral Agent it will pay to the Collateral Agent any Secured Obligation which is due but unpaid.

2.2 **Interest**

Any Secured Obligation which is owed by the Borrower under this Assignment and is not paid when due shall bear interest at the Agreed Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Borrower on demand of the Collateral Agent.

3. **LEGAL ASSIGNMENT**

3.1 **Assignment**

The Borrower hereby assigns with full title guarantee the Assigned Rights to the Collateral Agent to hold the same on behalf of the Secured Creditors on the terms set out in the Security Trust Deed as security for the payment and discharge of the Secured Obligations.

3.2 **Non-Assignable Rights**

The Borrower declares that to the extent that any right, title, interest or benefit described in Clause 3.1 (*Assignment*) is for any reason not effectively assigned pursuant to Clause 3.1 (*Assignment*) for whatever reason, it shall:

- (a) hold the benefit of the same on trust for the Collateral Agent as security for the payment and discharge of the Secured Obligations; and
- (b) promptly upon becoming aware of the same, notify the Collateral Agent of the same and the reasons therefore and thereafter take such steps as the Collateral Agent may reasonably require to remove such prohibition or other reason for such incapacity.

3.3 **Notice of Assignment**

- (a) As soon as practicable after the execution of this Assignment, the Borrower shall deliver to each party to the Contracts as of the date hereof, a Notice of Assignment signed by the Borrower.
- (b) As soon as practicable after the execution of any Refund Guarantee or Construction Risks Insurance Policy entered into after the date of this Assignment, the Borrower shall deliver to each refund guarantor or broker (as

applicable), a Notice of Assignment in respect of such Refund Guarantee or Construction Risks Insurance Policy (as applicable).

#### 3.4 **Acknowledgment of Assignment**

The Borrower shall use commercially reasonable efforts to procure that as soon as practicable after each other party to the Contracts receives a Notice of Assignment, such other party shall deliver to the Collateral Agent an Acknowledgment of Assignment, in substantially the form attached hereto or otherwise reasonably acceptable to the Collateral Agent.

### 4. **THE CONTRACT**

#### 4.1 **No Dealings with the Contract**

- (a) The Borrower acknowledges that at all times during the Security Period and other than as expressly set out below, it shall not (nor shall it be entitled to):
- (i) receive (A) any refunds, payments or damages payable as a consequence of the repudiation or termination of the Construction Contract, (B) during the continuance of an Event of Default, any other sums from time to time payable to the Borrower under or in respect of the Construction Contract or (C) any payments under or in respect of the Refund Guarantees;
  - (ii) agree to any waiver or amendment of or supplement to the terms of the Refund Guarantees other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
  - (iii) agree to any waiver or amendment of or supplement to the terms of any Construction Risks Insurance Policy other than any waiver, amendment or supplement (A) of a technical nature or (B) agreed to be necessary by the insured parties under the Construction Risks Insurance Policy to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security, the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents;
  - (iv) terminate, or allow to be terminated, Refund Guarantee other than where an equivalent replacement Refund Guarantee is entered into by the Borrower on or prior to such termination or where the prior written consent is given by the Collateral Agent (not to be unreasonably withheld) to such termination;
  - (v) terminate, or allow to be terminated, any Construction Risks Insurance Policy other than where an equivalent replacement Construction Risks Insurance Policy is entered into by the Borrower on or prior to such termination or where the prior written consent is given by the

Collateral Agent (not to be unreasonably withheld) to such termination; or

(vi) assign, charge or dispose of the Contracts, any of the Assigned Rights.

(b) Notwithstanding anything to the contrary herein, the Borrower may make amendments, modifications or changes to any term or provision of the Construction Contract other than material amendments, modifications or changes to any term or provision of the Construction Contract that would change (i) the purpose of the Vessel or (ii) the Initial Construction Price in excess of [\*] in the aggregate, in each case unless such amendment, modification or change is approved in advance by the Facility Agent and the same could not reasonably be expected to be adverse to the interests of the Lenders or the Hermes Cover.

(c) The Borrower acknowledges that at all times during the Security Period any payments under or in respect of the Construction Risks Insurance Policies shall be made in accordance with the Loss Payable Clause set out in the Annex to Part 3 (*Form of Notice of Assignment to the Broker*) of Schedule 1 (*Forms of Notice of Assignment*).

#### 4.2 **Performance of Obligations**

The Borrower shall take, or cause to be taken, all steps reasonably required by the Collateral Agent to preserve or protect its interests and the interests of the Collateral Agent in the Contracts and shall diligently pursue any remedies available to it in respect of any breaches or claims of any party in connection with any of the Contracts which are necessary to preserve, protect and enforce the interests of the Collateral Agent in the Contracts.

### 5. **CONTINUING SECURITY**

#### 5.1 **Continuing and Independent Security**

This Assignment shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Collateral Agent may have at any time for the Secured Obligations or any of them.

#### 5.2 **New Accounts**

If the Collateral Agent receives notice of any security created or arising during the Security Period in respect of the Contracts or any of the Assigned Rights, or following the occurrence and during the continuation of an Event of Default makes demand of the Parent or the Borrower for payment of any or all of the Secured Obligations:

(a) the Collateral Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and

- (b) thereafter any amounts paid by the Parent or the Borrower to the Collateral Agent in respect of the Secured Obligations, or realised or recovered by the Collateral Agent under this Assignment, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

**5.3 Avoidance of Payments**

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Collateral Agent may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Collateral Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Assignment and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

**5.4 Immediate Recourse**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it or them by this Assignment or by law to seek to recover amounts due from the Parent or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations.

**5.5 Waiver of Defences**

Neither the obligations of the Borrower under this Assignment nor the Security and the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law, shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person;
- (b) any of the Secured Obligations or any other security held by the Collateral Agent in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Collateral Agent in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Collateral Agent in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Collateral Agent in respect of the Secured Obligations or any of them; or

- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Borrower under this Assignment, the Security or any of the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law.

#### 5.6 **Appropriation**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Collateral Agent for application pursuant to the terms of this Assignment, until the earlier of:

- (a) the date on which such monies are sufficient to satisfy the Secured Obligations in full and any money so applied could not be the subject of any clawback or similar circumstance; and
- (b) the date on which the Security has been enforced in full and all other remedies that the Collateral Agent may have under or in connection with the Credit Documents in all relevant jurisdictions have been exhausted.

### 6. **REPRESENTATIONS AND WARRANTIES**

The Borrower makes the representations and warranties set out in Clauses 6.1 (*Entity Status*) to 6.8 (*Contract Terms*). The Borrower acknowledges that the Collateral Agent has entered into this Assignment in reliance on those representations and warranties.

#### 6.1 **Entity Status**

The Borrower (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted and (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

#### 6.2 **Power and Authority**

The Borrower has the power to enter into and perform this Assignment and the transactions contemplated hereby and has taken all necessary action to authorize the entry into and performance of this Assignment and such transactions. This Assignment constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms and in entering into this Assignment and borrowing the Loans, the Borrower is acting on its own account.

**6.3 Form of Documentation**

This Assignment is in proper legal form (under the laws of England, Bermuda and each other jurisdiction where the Borrower is domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of this Assignment in England and/or Bermuda it is not necessary that this Assignment be filed or recorded with any court or other authority in England and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8 of the Credit Agreement, as applicable.

**6.4 No Deductions or Withholdings**

All amounts payable by the Borrower hereunder may be made free and clear of and without deduction or withholding for or on account of any Taxation in the Borrower's jurisdiction.

**6.5 No Filing or Stamp Taxes**

It is not necessary that this Assignment be filed, recorded or enrolled with any court or other authority in England (or any other applicable jurisdiction) except as have been made or will be made in accordance with the Credit Agreement, or that any stamp, registration or similar tax be paid on or in relation to this Assignment save (i) to the extent that it may be regarded as constituting a charge over book debts and thus as registrable under the Companies Act 2006 and (ii) recording taxes which have been or will be paid as and to the extent due.

**6.6 No Adverse Interests**

Subject only to the Security and as otherwise contemplated under the Credit Agreement, no person other than the Borrower has any legal or beneficial interest (or any right to claim any such interest) in the Assigned Rights or any part thereof and the Borrower has not received notice of any such claim.

**6.7 No Disposals**

Save as permitted by the Credit Agreement or this Assignment, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of the Assigned Rights.

**6.8 Contract Terms**

The terms of the Contracts do not restrict or otherwise limit its right to transfer, charge or assign any of the Assigned Rights pursuant to this Assignment.

**6.9 Repetition**

The representations and warranties set out in this Clause 6:

- (a) shall survive the execution of each Credit Document and each Borrowing under the Credit Agreement; and

- (b) are made on the date of this Assignment and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

## **7. UNDERTAKINGS**

### **7.1 Authorisations**

The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Assignment and to ensure the legality, validity, enforceability or admissibility in evidence in England and any other applicable jurisdiction of this Assignment.

### **7.2 No Action**

The Borrower shall not take any action which would cause any of the representations made in Clause 6 (*Representations and Warranties*) to be untrue in any material respect at any time during the Security Period.

### **7.3 Notification of Misrepresentation**

The Borrower shall notify the Collateral Agent of the occurrence of any event which results in or may reasonably be expected to result in any of the representations made in Clause 6 (*Representations and Warranties*) being untrue in any material respect when made or when deemed to be repeated.

### **7.4 Information**

- (a) The Borrower shall provide the Collateral Agent with such reports and other information regarding the Contracts as the Collateral Agent may from time to time reasonably request.
- (b) Following the Initial Borrowing Date, the Borrower shall, as soon as reasonably practicable after an additional Refund Guarantee has been issued, deliver a supplement to Schedule 3 (*Details of Refund Guarantees*) to the Collateral Agent with updated information relating to such Refund Guarantee.

### **7.5 Delivery of Cash**

Following the occurrence and during the continuation of an Event of Default, the Borrower shall promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received on account of any of the Contracts in the form received (properly endorsed, but without recourse, for collection where required) to the Collateral Agent and shall not commingle any such collections or proceeds with its other funds or property and shall hold the same upon an express trust for and on behalf of the Collateral Agent until delivered.

**7.6 Delivery of Notices**

The Borrower shall promptly deliver a copy of any notice or other correspondence received by it in connection with any of the Contracts to the Collateral Agent if such notice or correspondence has had or could reasonably be expected to have a material adverse effect on the value of such Contract.

**8. FURTHER ASSURANCE**

The Borrower shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Assignment or to exercise any of the rights conferred on it by this Assignment or by law and to that intent the Borrower shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

**9. ENFORCEMENT OF SECURITY**

**9.1 Security Enforceable**

The Security shall become immediately enforceable if an Event of Default has occurred and is continuing.

**9.2 Enforcement**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Assignment or by law at such times and in such manner as it thinks fit.

**9.3 Power of Sale**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may (without notice to the Borrower) sell or otherwise dispose of the Assigned Rights and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Assignment.

**9.4 Statutory Powers**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Assignment.

**9.5 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Assignment or to any exercise by the Collateral Agent of its right to consolidate mortgages or its power of sale.

**9.6 Realisation Accounts**

If the Collateral Agent enforces the Security (whether by appointment of a Receiver or otherwise), the Collateral Agent may open and maintain with such financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Assignment into any such realisation account pending the application of such moneys pursuant to Clause 11 (*Application of Proceeds*).

**10. RECEIVERS**

**10.1 Appointment of Receivers**

At any time after the occurrence and during the continuation of an Event of Default, or if the Borrower requests it to do so, the Collateral Agent may by a written instrument and without notice to the Borrower appoint one or more persons as Receiver of all or any part of the Assigned Rights, each such person being entitled to act individually as well as jointly and being for all purposes the agent of the Borrower.

**10.2 Powers of a Receiver**

In addition to the powers conferred on the Collateral Agent by this Assignment, each Receiver appointed pursuant to Clause 10.1 (*Appointment of Receivers*) shall have in relation to the Assigned Rights in respect of which such Receiver was appointed all the powers conferred by the Law of Property Act 1925 (as extended by this Assignment) on a Receiver appointed under that Act.

**11. APPLICATION OF PROCEEDS**

11.1 Any moneys held or received by the Collateral Agent under this Assignment shall be applied by the Collateral Agent in or towards the discharge of the Secured Obligations in accordance with the provisions of the Credit Agreement.

**12. POWER OF ATTORNEY**

**12.1 Appointment**

By way of security for the performance of its obligations under this Assignment, the Borrower hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Borrower is obliged to do under the terms of this Assignment or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Assignment or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

**12.2 Ratification**

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Assignment shall do in its capacity as such.

**13. RELEASE OF THE SECURITY**

After the end of the Security Period or otherwise in accordance with Section 14.21 *Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer* of the Credit Agreement, the Collateral Agent shall, at the request and cost of the Borrower, execute all such documents and do all such other things as may be required to release the Security, in each case without recourse to or any representation or warranty by or from the Collateral Agent.

**14. PAYMENTS**

**14.1 Grossing Up**

All payments by the Borrower under this Assignment shall be made without any deductions and free and clear of, and without deduction for or on account of, tax except, in the latter case, to the extent that the Borrower is required by law to make payment subject to tax. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, or paid or payable by the Collateral Agent to any Secured Creditor, under this Assignment, the Borrower shall pay such additional amounts as may be necessary to ensure that the relevant Secured Creditor receives a net amount equal to the full amount which it would have received had payment not been made subject to tax.

**14.2 Payments without Set-off**

Any payment made by the Borrower under this Assignment shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

**14.3 Manner of Payment**

Each payment made by the Borrower under this Assignment shall be paid in the manner in which payments are to be made by the Borrower under the Credit Agreement.

**15. WAIVERS AND REMEDIES**

No failure by the Collateral Agent to exercise, nor any delay by the Collateral Agent in exercising, any right or remedy under this Assignment shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

**16. ADDITIONAL PROVISIONS**

**16.1 Partial Invalidity**

If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect or any of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Assignment or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Security under the law of any other jurisdiction.

**16.2 Potentially Avoided Payments**

If the Collateral Agent determines that an amount paid to a Secured Creditor under any Credit Document is being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Assignment, such amount shall be regarded as not having been paid.

**16.3 Currency Conversion**

If necessary to apply any sum held or received by the Collateral Agent in or towards payment of the Secured Obligations, the Collateral Agent may purchase an amount in another currency and the rate of exchange to be applied shall be that at which, at such time as it considers appropriate, the Collateral Agent is able to effect such purchase.

**16.4 Currency Indemnity**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "**specified currency**") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Collateral Agent could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to the Collateral Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent of any sum adjudged to be so due in such other currency the Collateral Agent may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum

originally due to the Collateral Agent in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Collateral Agent in the specified currency, the Collateral Agent agrees to remit such excess to the Borrower.

**16.5 Rights Cumulative**

The rights and remedies provided by this Assignment are cumulative and not exclusive of any rights or remedies provided by law.

**16.6 Collateral Agent in Possession**

The Collateral Agent shall not by reason of its taking any action permitted by this Assignment or its taking possession of all or any of the Assigned Rights be liable to account as mortgagee in possession or, other than as expressly stated in the Security Trust Deed, be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**17. ASSIGNMENT**

**17.1 The Borrower's Rights**

The rights of the Borrower under this Assignment are not assignable or transferable and the Borrower agrees that it will not purport to assign all or any such rights except as provided under the Credit Agreement.

**17.2 The Collateral Agent's Rights**

- (a) The rights of the Collateral Agent under this Assignment are assignable in whole or in part without the consent of the Borrower except as provided under the Credit Agreement.
- (b) The Collateral Agent may not resign except in accordance with the terms of the Security Trust Deed.

**18. NOTICES**

**18.1 Communications in Writing**

Each communication to be made under this Assignment shall be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

**18.2 Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 18.1 (*Communications in writing*) the contact details of each of the parties are as follows:

- (a) to the Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

(b) to the Borrower:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: dfarkas@ncl.com  
hflanders@ncl.com

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: martinez@apollolp.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: bfinkelstein@paulweiss.com

or to such other address and/or number as is notified in writing by a party to the other parties under this Assignment.

### 18.3 Delivery of Notices

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified in Clause 18.2 (*Contact Details*); provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Collateral Agent and the Borrower agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such

information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Collateral Agent shall not be effective until received by the Collateral Agent, or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Collateral Agent, only if it is addressed in such a manner as the Collateral Agent shall specify for this purpose.

**19. GOVERNING LAW**

- (a) This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (a “**Dispute**”). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 19 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Without prejudice to any other mode of service allowed under any relevant law, the Borrower: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.
- (d) Each party to this Assignment expressly agrees and consents to the provisions of this Clause 19.

**20. COUNTERPARTS AND EFFECTIVENESS**

**20.1 Counterparts**

This Assignment may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

**20.2 Effectiveness**

This Assignment shall take effect and be delivered as a deed on the date on which it is stated to be made.

**IN WITNESS WHEREOF** this Assignment has been executed as a deed by the Borrower and the Collateral Agent.

SCHEDULE 1

FORMS OF NOTICE OF ASSIGNMENT

Part 1

FORM OF NOTICE OF ASSIGNMENT TO THE SHIPBUILDER

To: Meyer Werft GmbH  
Industriegebiet Süd  
D-26871 Papenburg  
Germany

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an assignment agreement dated [●] (the "**Assignment**") and made between Seahawk One, Ltd. (the "**Borrower**") and KfW IPEX-Bank GmbH as Collateral Agent (the "**Collateral Agent**"), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of the construction contract dated 14 June 2013 as subsequently novated, amended and restated on [●] July 2014 between the Borrower and you, as shipbuilder in relation to the design, engineering, building, launching, equipping and outfitting of the passenger cruise ship (the "**Ship**") with provisional hull number [\*] (the "**Construction Contract**").

With effect from your receipt of this notice we hereby give you notice that:

- (a) subject to paragraph (b), all refunds, payments or damages payable to the Borrower as a consequence of the repudiation or termination of the Construction Contract should be made to the Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein) (the "**Credit Agreement**")), written

notice of the occurrence and continuance of such Event of Default has been delivered to you by the Collateral Agent, all payments to be made to the Borrower under or arising from the Construction Contract should be made to the Collateral Agent or to its order as it may specify in writing from time to time;

- (c) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Construction Contract or available at law or in equity shall be exercisable by the Collateral Agent;
- (d) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Construction Contract shall be exercisable by the Collateral Agent;
- (e) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Construction Contract are assigned to the Collateral Agent;
- (f) the Borrower may make amendments, modifications or changes to any term or provision of the Construction Contract other than material amendments, modifications or changes to any term or provision of the Construction Contract that would change (i) the purpose of the Vessel or (ii) the initial construction price of the Vessel (i.e., €801,220,000) in excess of [\*] in the aggregate, in each case unless such amendment, modification or change is approved in advance by the Facility Agent and same could not reasonably be expected to be adverse to the interests of the Lenders or the Hermes Cover (as referenced in the Assignment);
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Construction Contract (including without limitation, the right to superintend the construction of the Ship and to propose and agree modifications (as referred to in the Construction Contract) and to accept or reject the Ship and to take and accept delivery of and title to the Ship) unless and until the Collateral Agent notifies you in writing that an Event of Default (as referred to in the Assignment) has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Construction Contract. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Construction Contract without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations under the Construction Contract and the Collateral Agent is under no obligation of any kind under the Construction Contract nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Construction Contract as it may from time to time reasonably request and to send copies of any notices issued by you under the Construction Contract which have had or would reasonably be expected to have a material adverse effect on the value of the Construction Contract or the Ship, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

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For and on behalf of  
**SEAHAWK ONE, LTD.**

**Part 2**

**FORM OF NOTICE OF ASSIGNMENT TO THE REFUND GUARANTOR**

To: [Refund Guarantor]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an assignment agreement dated [●] (the “**Assignment**”) and made between Seahawk One, Ltd. (the “**Borrower**”) and KfW IPEX-Bank GmbH as Collateral Agent (the “**Collateral Agent**”), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of the refund guarantee dated [●] and issued by you as refund guarantor in favour of the Borrower pursuant to which you guarantee certain refund obligations of Meyer Werft GmbH, as shipbuilder under the Construction Contract (as defined in the Assignment) (the “**Refund Guarantee**”), including all monies which may be payable under or in respect of the Refund Guarantee.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Refund Guarantee should be made to the Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein) (the “**Credit Agreement**”), written notice of the occurrence and continuance of such Event of Default has been delivered to you by the Collateral Agent, all remedies of the

Borrower provided for in the Refund Guarantee or available at law or in equity shall be exercisable by the Collateral Agent;

- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Refund Guarantee shall be exercisable by the Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Refund Guarantee are assigned to the Collateral Agent;
- (e) the Borrower has agreed not to agree to any waiver or amendment of or supplement to the terms of the Refund Guarantee other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Refund Guarantee other than where a replacement Refund Guarantee is issued to the Borrower which meets the Borrower's requirements under the Construction Contract on or prior to such termination or where the prior written consent is given by the Facility Agent (as defined in the Credit Agreement) to such termination;
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Refund Guarantee except to the extent that the Collateral Agent notifies you in writing that an Event of Default (as referred to in the Assignment) has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) (including, without limitation, making a demand under the Refund Guarantee) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Refund Guarantee. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Refund Guarantee without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations under the Refund Guarantee and the Collateral Agent is under no obligation of any kind under the Refund Guarantee nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Refund Guarantee as it may from time to time reasonably request and to send copies of all notices issued by you under the Refund Guarantee which have had or would reasonably be expected to have a material adverse effect on the value of the Refund Guarantee, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

---

For and on behalf of  
**SEAHAWK ONE, LTD.**

**Part 3**

**FORM OF NOTICE OF ASSIGNMENT TO THE BROKER**

(for attachment by way of endorsement to the Policy)

To: [Broker]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sir/Madam

We hereby give you notice that pursuant to an assignment agreement dated [●] (the “**Assignment**”) and made between Seahawk One, Ltd. (the “**Borrower**”) and KfW IPEX-Bank GmbH as Collateral Agent (the “**Collateral Agent**”), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of construction risks insurance policy dated [●] issued for the benefit of Meyer Werft GmbH (the “**Yard**”) and the Borrower in connection with the post-panamax luxury passenger cruise vessel with the provisional hull number [\*] to be constructed by the Yard (the “**Construction Risks Insurance Policy**”), including all monies which may be payable to the Borrower under or in respect of the Construction Risks Insurance Policy.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Construction Risks Insurance Policy should be made in accordance with the terms of the Loss Payable Clause set out in the Annex 1 (*Loss Payable Clause*) to this Notice;
- (b) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Construction Risks Insurance Policy or available at law or in equity shall be exercisable by the Collateral Agent;
- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Construction Risks Insurance Policy shall be exercisable by the Collateral Agent;

- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Construction Risks Insurance Policy are assigned to the Collateral Agent;
- (e) the Borrower has agreed that no waiver or amendment of or supplement to the terms of the Construction Risks Insurance Policy may be made other than any waiver, amendment or supplement (A) of a technical nature or (B) agreed to be necessary by the insured parties under the Construction Risks Insurance Policy to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein)).
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Construction Risks Insurance Policy other than where an equivalent replacement Construction Risks Insurance Policy is issued in favour of the Yard and the Borrower on or prior to such termination or where the prior written consent is given by the Facility Agent to such termination;
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Construction Risks Insurance Policy except that to the extent that the Collateral Agent notifies you in writing that an Event of Default has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Construction Risks Insurance Policy. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Construction Risks Insurance Policy without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations (if any) under the Construction Risks Insurance Policy and the Collateral Agent is under no obligation of any kind under the Construction Risks Insurance Policy nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Construction Risks Insurance Policy as it may from time to time reasonably request and to send copies of all notices issued by you under the Construction Risks Insurance Policy which have had or

would reasonably be expected to have a material adverse effect on the value of the Construction Risks Insurance Policy, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

---

For and on behalf of  
**SEAHAWK ONE, LTD.**

ANNEX 1

LOSS PAYABLE CLAUSE

It is noted that by a first legal assignment in writing dated [●] 2014 SEAHAWK ONE, LTD., the buyer ("**Buyer**") of the vessel presently under construction by Meyer Werft GmbH, Papenburg Germany ("**Builder**") with hull number [\*] has assigned to KFW IPEX-BANK GMBH of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany ("**Assignee**") all the Buyer's interests in any claims proceeds in this policy and its benefits therein including all such claims of whatsoever nature as the Buyer may have hereunder.

All sums payable to the Buyer under this policy shall be paid to the Buyer unless and until underwriters have been otherwise instructed by notice in writing from the Assignee following the occurrence and continuation of an Event of Default, as defined in the Credit Agreement dated as of [●] 2014 and made among and between the Buyer, NCL Corporation Ltd., as the Buyer's parent, the Assignee, the lenders from time to time party thereto and the other parties from time to time party thereto.

All sums payable to the Builder under this policy shall be payable to the Builder, subject to any notice of assignment of the Builder's interests in this policy.

**SCHEDULE 2**

**FORMS OF ACKNOWLEDGMENT OF ASSIGNMENT**

**Part 1**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT FROM THE SHIPBUILDER**

*[To be printed only on copy of the Notice of Assignment given]*

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "Notice"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any other assignments or charges of or over any of the Borrower's rights, title, interests and benefits in, to or in respect of the Construction Contract and that we will comply with the terms of the Notice.

We also confirm that the Construction Contract is in full force and effect in accordance with its terms. We further agree and confirm that we acknowledge that we shall not challenge the effectiveness of the Assignment (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Assignment, as applicable) with respect to the Construction Contract.

Yours faithfully

For and on behalf of  
**Meyer Werft GmbH**  
as Shipbuilder

By:

Date:

**Part 2**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT FROM THE REFUND GUARANTOR**

*[To be printed only on copy of the Notice of Assignment given]*

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "**Notice**"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any other assignments or charges of or over any of the Borrower's rights, title, interests and benefits in, to or in respect of the Refund Guarantee and that we will comply with the terms of the Notice.

We further agree and confirm that we acknowledge that we shall not challenge the effectiveness of the Assignment (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Assignment, as applicable).

Yours faithfully

For and on behalf of  
**[the Refund Guarantor]**  
as Refund Guarantor

By:

Date:

**Part 3**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT FROM THE BROKER**

[To be printed only on copy of the Notice of Assignment given]

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [•]

**HULL NO. [\*]** (the "Vessel")

**SEAHAWK ONE, LTD.** (the "Borrower")

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "Notice"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that (i) we have not received notice of any other assignments or charges of or over any of the Borrower's rights, title, interests and benefits in, to or in respect of the Construction Risks Insurance Policy, (ii) we will comply with the terms of the Notice and (iii) we have effected insurances for the benefit of Meyer Werft GmbH (the "Yard") and the Borrower as set out in Annex 1 attached.

Pursuant to instructions received from the Yard and/or its authorised managers or agents and in consideration of you and the Borrower approving us as the appointed brokers in connection with the insurances covered by this letter, we hereby undertake:

1. to hold the insurance slips or contracts, the policies when issued, and any renewals of such policies or any policies substituted therefor with your consent as may be arranged through ourselves and the benefit of the insurances thereunder to your order in accordance with the terms of the Loss Payable Clause set out in Annex 2; and
2. to arrange for the said Loss Payable Clause to be included on the policies when issued; and
3. to have endorsed on each and every policy as and when the same is issued a Notice of Assignment to Underwriters in the form of Annex 3 hereto dated and signed by the Borrower and acknowledged by underwriters in accordance with market practice; and
4. to advise you promptly if we cease to be the appointed brokers in connection with the insurances covered by this letter or in the event of any material changes of which we are aware affecting such insurances; and

5. following a written application received from you not later than one month before expiry of these insurances to notify you within fourteen days of the receipt of such application in the event of our not having received notice of renewal instructions from the Yard and/or its authorised managers or agents, and in the event of our receiving instructions to renew to advise you promptly of the details thereof; and
6. to forward to you promptly any notices of cancellation that we receive from underwriters; and
7. following a written application from you to advise you promptly of the premium payment situation where such premium is paid or payable through our intermediary; and
8. not to challenge the effectiveness of the assignment to the Collateral Agent of the insurances constituted by this policy; and
9. not to revoke, modify or change the terms of the Loss Payable Clause or the undertakings made herein without the written consent of the Collateral Agent.

If and where we are responsible for the payment of premium to underwriters, our above undertakings are given subject to our lien on the policies for premiums and subject to our right of cancellation on default in payment of such premiums but we undertake not to exercise such rights of cancellation without giving you ten days notice in writing either by letter or electronically transmitted message and a reasonable opportunity for you to pay any premiums outstanding.

It is understood and agreed that the operation of any automatic termination of cover, cancellation or amendment provisions contained in the policy conditions shall override any undertakings given by us as brokers.

Notwithstanding the terms of the said Loss Payable Clause and the Notice, unless and until we receive written notice from you to the contrary, we shall be empowered to arrange for a collision and/or salvage guarantee to be given in the event of bail being required in order to prevent the arrest of the Vessel or to secure the release of the Vessel from arrest following a casualty. Where a guarantee has been given as aforesaid and the guarantor has paid any sum under the guarantee in respect of such claim, there shall be payable directly to the guarantor out of the proceeds of the said policies a sum equal to the sum so paid.

This undertaking shall be governed by and construed in accordance with English law and any disputes arising out of or in any way connected with this undertaking shall be submitted to the exclusive jurisdiction of the English courts.

This undertaking is subject to all claims and returns of premiums being collected through us as brokers.

Yours faithfully

For and on behalf of  
**[the Broker]**  
as [Broker]

By:

Date:

**ANNEX 1**  
**DETAILS OF INSURANCES**

ANNEX 2

LOSS PAYABLE CLAUSE

It is noted that by a first legal assignment in writing dated [●] 2014 **SEAHAWK ONE, LTD.**, the buyer ("**Buyer**") of the vessel presently under construction by Meyer Werft GmbH, Papenburg Germany ("**Builder**") with hull number [\*] has assigned to **KFW IPEX-BANK GMBH** of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany ("**Assignee**") all the Buyer's interests in any claims proceeds in this policy and its benefits therein including all such claims of whatsoever nature as the Buyer may have hereunder.

All sums payable to the Buyer under this policy shall be paid to the Buyer unless and until underwriters have been otherwise instructed by notice in writing from the Assignee following the occurrence and continuation of an Event of Default, as defined in the Credit Agreement dated as of [●] 2014 and made among and between the Buyer, NCL Corporation Ltd., as the Buyer's parent, the Assignee, the lenders from time to time party thereto and the other parties from time to time party thereto.

All sums payable to the Builder under this policy shall be payable to the Builder, subject to any notice of assignment of the Builder's interests in this policy.

ANNEX 3

NOTICE OF ASSIGNMENT TO UNDERWRITERS

(for attachment by way of endorsement to the Policy)

To: [Underwriter]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sir/Madam

We hereby give you notice that pursuant to an assignment agreement dated [●] 2014 (the “**Assignment**”) and made between Seahawk One, Ltd. (the “**Borrower**”) and KfW IPEX-Bank GmbH as Collateral Agent (the “**Collateral Agent**”), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of construction risks insurance policy dated [●] issued for the benefit of Meyer Werft GmbH (the “**Yard**”) and the Borrower in connection with the post-panamax luxury passenger cruise vessel with the provisional hull number [\*] to be constructed by the Yard (the “**Construction Risks Insurance Policy**”), including all monies which may be payable to the Borrower under or in respect of the Construction Risks Insurance Policy.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Construction Risks Insurance Policy should be made in accordance with the terms of the Loss Payable Clause set out in the Annex 1 (*Loss Payable Clause*) to this Notice;
- (b) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Construction Risks Insurance Policy or available at law or in equity shall be exercisable by the Collateral Agent;
- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Construction Risks Insurance Policy shall be exercisable by the Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Construction Risks Insurance Policy are assigned to the Collateral Agent;

- (e) the Borrower has agreed that no waiver or amendment of or supplement to the terms of the Construction Risks Insurance Policy may be made other than any waiver, amendment or supplement (A) of a technical nature or (B) agreed to be necessary by the insured parties under the Construction Risks Insurance Policy to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents (as defined in the £665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein));
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Construction Risks Insurance Policy other than where an equivalent replacement Construction Risks Insurance Policy is issued in favour of the Yard and the Borrower on or prior to such termination or where the prior written consent is given by the Facility Agent to such termination;
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Construction Risks Insurance Policy except that to the extent that the Collateral Agent notifies you in writing that an Event of Default has occurred. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Construction Risks Insurance Policy. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Construction Risks Insurance Policy without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations (if any) under the Construction Risks Insurance Policy and the Collateral Agent is under no obligation of any kind under the Construction Risks Insurance Policy nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Construction Risks Insurance Policy as it may from time to time reasonably request and to send copies of all notices issued by you under the Construction Risks Insurance Policy which have had or would reasonably be expected to have a material adverse effect on the value of the Construction Risks Insurance Policy, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

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For and on behalf of  
**SEAHAWK ONE, LTD.**

**SCHEDULE 3**

**DETAILS OF REFUND GUARANTEES**

*[Name of Issuer]*

*[Date of Refund Guarantee]*

**SIGNATORIES**

Signed as a deed on behalf of **SEAHAWK ONE, LTD.** a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

Name:

Title:

Address:

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by

and , being duly authorised signatories of the company in accordance with the laws of that territory, in the presence of:

---

Attorney-in-Fact

Name:

Title:

Address:

---

**Authorised Signatory**

Name:

Title:

Address:

---

**Authorised Signatory**

SOLVENCY CERTIFICATE

\_\_\_\_\_, 2014

This Solvency Certificate is delivered pursuant to Section 6.08 of the Credit Agreement, dated as of \_\_\_\_\_, 2014, among NCL Corporation Ltd., a Bermuda company (the "Parent"), Seahawk One, Ltd., a Bermuda company (the "Borrower"), the Lenders from time to time party thereto, KfW IPEX-Bank GmbH, as Facility Agent, Collateral Agent under the Security Documents, CIRR Agent and Hermes Agent and the other parties thereto (as the same may be amended, restated, novated or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned, a senior financial officer of the Parent, hereby certifies to the Facility Agent and each of the Lenders, solely in such capacity and on behalf of the Parent as follows:

1. I am a senior financial officer of the Parent. I am familiar with the Transaction, and have reviewed the financial statements referred to in Section 8.05 of the Credit Agreement and other such documents and made such investigations as I have deemed relevant for the purposes of this Solvency Certificate.

2. On and as of the date hereof, immediately after giving effect to the transactions under the Credit Agreement (including, without limitation, the incurrence of all the financing contemplated with respect thereto and to the purchase of the Vessel), the Parent and its Subsidiaries taken as a whole (i) are not insolvent and will not be rendered insolvent by the Indebtedness incurred in connection with the transactions under the Credit Agreement (including, without limitation, the incurrence of all the financing contemplated with respect thereto and to the purchase of the Vessel); (ii) will not have unreasonably small capital with which to conduct the business in which they are respectively engaged as such businesses are now conducted and are proposed to be conducted following the Borrowing Date to occur on or about the date hereof; and (iii) have not incurred debts beyond their ability pay such debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute, matured, or otherwise become payable.

This Solvency Certificate is being delivered by the undersigned officer only in his capacity as a senior financial officer of the Parent and not individually and the undersigned shall have no personal liability to the Agents or the Lenders with respect thereto.

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IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate on the date first set forth above.

**NCL CORPORATION LTD.**

By:

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Wendy Beck  
Executive Vice President  
Chief Financial Officer

---

**Form of Assignment Agreement**

To: [ ] as Facility Agent and [ ], [ ] as Hermes Agent, [ ] as Parent, for and on behalf of the Borrower

From: [the *Existing Lender*] (the "**Existing Lender**") and [the *New Lender*] (the "**New Lender**")

Dated:

**Seahawk One, Ltd. – €665,995,880 Credit Agreement  
dated [ ] (the "Credit Agreement")**

1. We refer to the Credit Agreement. This agreement (the "**Agreement**") shall take effect as an Assignment Agreement for the purpose of the Credit Agreement. Terms defined in the Credit Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
  2. We refer to section 13.07 (*Procedure and Conditions for Assignment*) of the Credit Agreement:
    - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Credit Agreement, the other Credit Documents and in respect of the Collateral which correspond to that portion of the Existing Lender's Commitments and participations in Borrowings under the Credit Agreement as specified in the Schedule attached hereto.
    - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitments and participations in Borrowings under the Credit Agreement specified in the Schedule attached hereto.
    - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
  3. The proposed date of the assignment is [ ].
  4. On the date of the assignment the New Lender becomes:
    - (a) Party to the relevant Credit Documents (other than the Security Trust Deed) as a Lender; and
    - (b) Party to the Security Trust Deed as a Secured Creditor[.]; and]
-

(c) [Party to the Interaction Agreement.]<sup>1</sup>

5. The Notice Office and address, fax number and attention details for notices of the New Lender for the purposes of Section 14.03 *Notices*) are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Section 13.04 *Limitation of Responsibility of Existing Lenders*).
7. We refer to Clause 8.2 (*Changes of Secured Creditor*) in the Security Trust Deed.
  - (a) In consideration of the New Lender being accepted as a Secured Creditor for the purposes of the Security Trust Deed (and as defined therein), the New Lender confirms that, as from the date of the assignment, it intends to be party to the Security Trust Deed as a Secured Creditor, and undertakes to perform all the obligations expressed in the Security Trust Deed to be assumed by a Secured Creditor and agrees that it shall be bound by all the provisions of the Security Trust Deed, as if it had been an original party to the Security Trust Deed.
8. This Agreement acts as notice to the Facility Agent (on behalf of each Lender Creditor) and, upon delivery in accordance with section 13.08 (*Copy of Transfer Certificate or Assignment Agreement to Parent*), to the Parent (on behalf of the Borrower) of the assignment referred to in this Agreement.
9. We refer to Section 13.01(c) (*Assignments and Transfers by the Lenders*) of the Credit Agreement. Each New Lender, by executing this Assignment, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the Required Lenders in accordance with the Credit Agreement on or prior to the date on which the assignment becomes effective in accordance the Credit Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
11. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
12. This Agreement takes effect as a deed.
13. This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Note:** The execution of this Assignment Agreement may not assign a proportionate share of the Existing Lender's interest in the Collateral in all jurisdictions. It is the responsibility of the

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<sup>1</sup>Applicable to any New Lender that elects to become a Refinanced Bank

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New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Existing Lender's Collateral in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

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**THE SCHEDULE**

**Commitment/rights and obligations to be transferred by assignment, release and accession**

*[insert relevant details]*

*[Notice Office address, fax number and attention details for notices and account details for payments]*

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SIGNATORIES

[Existing Lender]

Executed as a deed by *[name of Existing Lender]*,  
acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

[New Lender] Executed as a deed by *[name of  
New Lender]*, acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

This Agreement is accepted as an Assignment Agreement for the purposes of the Credit Agreement by the Facility Agent and by the Hermes Agent, and the date of the assignment is confirmed as [ ].

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Signature of this Agreement by the Facility Agent constitutes confirmation by the Facility Agent of receipt of notice of the assignment referred to in this Agreement, which notice the Facility Agent receives on behalf of each Lender Creditor.

[Facility Agent]

Executed as a deed by [*Facility Agent*], acting by [*name of director*]:

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[*Signature of Director*]

Director

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[*Signature of Director*]

Director

[Hermes Agent]

Executed as a deed by [*Hermes Agent*], acting by [*name of director*]:

---

[*Signature of Director*]

Director

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[*Signature of Director*]

Director

[NCL Corporation Ltd.]<sup>2</sup>

[Signed as a deed by [NCL Corporation Ltd.], a company incorporated in Bermuda, by [*full name(s) of person(s) signing*], being [a] person[s] who, in accordance with the laws of that territory, [is][are]

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<sup>2</sup> To be signed by the Company only if the assignment is pursuant to section 13.01(a)(ii)

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acting under the authority of the company.

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*Signature(s)*

Authorised [signatory] [signatories]

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FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate (this "Certificate") is delivered to you on behalf of the Company (as hereinafter defined) pursuant to Section 9.01(f) of the Credit Agreement, dated as of [·] 2014 (as amended, supplemented, restated, novated or modified from time to time, the "Credit Agreement"), among NCL Corporation Ltd., a Bermuda company (the "Company"), Seahawk One, Ltd., a Bermuda company (the "Borrower"), the Lenders from time to time party thereto, KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent (in such capacity, the "CIRR Agent") and Hermes Agent, and the other parties thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

1. I am a duly elected, qualified and acting senior financial officer of the Company.

2. I have reviewed and am familiar with the contents of this Certificate. I am providing this Certificate solely in my capacity as an officer of the Company. The matters set forth herein are true to the best of my knowledge after diligent inquiry.

3. I have reviewed the terms of the Credit Agreement and the other Credit Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and financial condition of the Company during the accounting period covered by the financial statements true and correct copies of which are attached hereto as ANNEX 1 (the "Financial Statements"). The Financial Statements have been prepared in accordance with the requirements of the Credit Agreement.

4. Attached hereto as ANNEX 2 are the computations showing (in reasonable detail) compliance with the covenants specified therein. All such computations are true and correct.

[5. On the date hereof, no Default or Event of Default has occurred and is continuing.]

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<sup>1</sup> If any Default or Event of Default exists, include a description thereof, specifying the nature and extent thereof (in reasonable detail).

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IN WITNESS WHEREOF, I have executed this Certificate on behalf of the Company this \_\_\_\_ day of \_\_\_\_\_.

NCL CORPORATION LTD.

By \_\_\_\_\_  
Name:  
Title:

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CONSOLIDATED FINANCIAL STATEMENTS

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COMPLIANCE WORKSHEET

The calculations described herein is as of \_\_\_\_\_, \_\_\_\_ (the "Computation Date") and pertains to the period from \_\_\_\_\_, \_\_\_\_ to \_\_\_\_\_, \_\_\_\_ (the "Test Period").

Part A. Free Liquidity

1. Aggregate Cash Balance on the Computation Date. \$ \_\_\_\_\_
2. Commitments under the Credit Agreement or other amounts available on the Computation Date for drawing under the revolving or other credit facilities of the NCLC Group, which remain undrawn, could be drawn for general working capital purposes or other general corporate purposes and would not, if drawn, be repayable within six months. \$ \_\_\_\_\_
3. Item 1 plus Item 2 \$ \_\_\_\_\_
4. Is Item 3 equal to or greater than [\*] pursuant to Section 10.06 of the Credit Agreement? YES/NO

Part B. Total Net Funded Debt to Total Capitalization

1. Indebtedness for Borrowed Money of the NCLC Group on the Computation Date. \$ \_\_\_\_\_
2. The amount of any Indebtedness for Borrowed Money of any person which is not a member of the NCLC Group but which is guaranteed by a member of the NCLC Group on the Computation Date. \$ \_\_\_\_\_
3. Cash Balance on the Computation Date. \$ \_\_\_\_\_
4. Item 1 plus Item 2 minus Item 3<sup>2</sup> \$ \_\_\_\_\_
5. Total Capitalization on the Computation Date \$ \_\_\_\_\_
6. Total Net Funded Debt to Total Capitalization Ratio [\*] on the Computation Date. [\*]

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<sup>2</sup> Any Commitments under the Credit Agreement and other amounts available for drawing under other revolving or other credit facilities of the NCLC Group which remain undrawn shall not be counted as cash or indebtedness for the purposes of this calculation.

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7. The maximum Total Net Funded Debt to Total Capitalization Ratio pursuant to Section 10.07 of the Credit Agreement: [\*]

Part C. Collateral Maintenance

1. Outstanding principal amount of Loans on the Computation Date. \$ \_\_\_\_\_
2. Vessel Value. \$ \_\_\_\_\_
3. Minimum Vessel Value for the Vessel permitted pursuant to Section 10.08 of the Credit Agreement. [\*]
4. Is Item 2 equal to or greater than Item 3 pursuant to Section 10.08 of the Credit Agreement? YES/NO

Part D. Consolidated EBITDA to Consolidated Debt Service

1. Consolidated Net Income from the Parent's operations for the Test Period. \$ \_\_\_\_\_
2. Aggregate amounts deducted in determining Consolidated Net Income for the Test Period in respect of gains and losses from the sale of assets or reserves relating thereto, Consolidated Interest Expense, depreciation and amortization, impairment charges and any other non-cash charges and deferred income tax expense for the Test Period. \$ \_\_\_\_\_
3. Item 1 plus Item 2 \$ \_\_\_\_\_
4. Consolidated Debt Service for the Test Period. \$ \_\_\_\_\_
5. Consolidated EBITDA to Consolidated Debt Service Ratio [\*] on the Computation Date. [\*]
6. The minimum Consolidated EBITDA to Consolidated Debt Service Ratio pursuant to Section 10.09 of the Credit Agreement: [\*]
7. Aggregate Cash Balance on the Computation Date. \$ \_\_\_\_\_
8. Commitments under the Credit Agreement or other amounts available on the Computation Date for drawing under the revolving or other credit facilities of the NCLC Group, which remain undrawn, could be \$ \_\_\_\_\_
-

drawn for general working capital purposes or other general corporate purposes and would not, if drawn, be repayable within six months.

9. Item 7 plus Item 8 \$ \_\_\_\_\_

10. Is (x) Item 9 for the NCLC Group equal to or greater than[\*] at all times during the period of four consecutive fiscal quarters ending at the end of the Test Period or (y) Item 5 greater than or equal to Item 6 pursuant to Section 10.09 of the Credit Agreement? YES/NO

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Dated [●] 2014

HULL NO. [\*]

**FORM OF**

**ASSIGNMENT OF MANAGEMENT AGREEMENTS**

between

**SEAHAWK ONE, LTD.**  
as Borrower

and

**KFW IPEX-BANK GMBH**  
as Collateral Agent

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THIS ASSIGNMENT is dated [●] 2014

**BETWEEN:**

- (1) **SEAHAWK ONE, LTD.**, a Bermuda company with its registered office as of the date hereof at Cumberland House, 9<sup>th</sup> Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "**Borrower**"); and
- (2) **KfW IPEX-BANK GMBH**, as collateral agent for and on behalf of the Secured Creditors (the "**Collateral Agent**"), which expression includes any person which is for the time being a collateral agent for the Secured Creditors for the purposes of this Assignment).

**RECITALS**

- (A) The Lenders are willing to make a loan facility available to the Borrower on the terms and subject to the conditions set out in the Credit Agreement, on condition that the Borrower enters into this Assignment as security for its obligations and Liabilities as Borrower under or in relation to the Credit Documents.
- (B) The Board of Directors of the Borrower is satisfied that the Borrower is entering into this Assignment for the purposes of its business and that its doing so benefits the Borrower.
- (C) The Borrower and the Collateral Agent intend this Assignment to take effect as a deed.
- (D) The Collateral Agent holds the benefit of this Assignment on trust for itself for the Secured Creditors on the terms of the Credit Agreement and the Security Trust Deed.

**1. INTERPRETATION**

**1.1 Definitions**

In this Assignment the following terms have the meanings given to them in this Clause.

"**Acknowledgment of Assignment**" means a duly completed acknowledgement of assignment in the form set out in Schedule 2 (*Form of Acknowledgement of Assignment*) or in such other form as may be approved by the Collateral Agent.

"**Agreed Rate**" means the rate specified in section 2.06(b) and 2.06(c) (*Interest*) of the Credit Agreement.

"**Assigned Rights**" means the Borrower's rights, title, interest and benefits in, to and in respect of the Management Agreements.

"**Credit Agreement**" means the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (each as defined therein).

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“**Credit Agreement Obligations**” means “Credit Document Obligations” as defined in the Credit Agreement.

“**Event of Default**” means an “Event of Default” as defined in the Credit Agreement.

“**Lender Creditors**” means the Agents and the Lenders.

“**Liability**” means any liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“**Management Agreements**” means any agreements substantially in the form of Schedule 3 (*Form of Management Agreement*) or otherwise reasonably acceptable to the Facility Agent (as modified, supplemented or amended from time to time), entered into by the Borrower with the Manager or such other commercial manager and/or a technical manager with respect to the management of the Vessel, in each case which manager shall be reasonably acceptable to the Facility Agent (it being understood that NCL Corporation Ltd. and NCL (Bahamas) Ltd. are acceptable).

“**Manager**” means the company providing commercial and technical management and crewing services for the Vessel pursuant to the Management Agreements, which is presently contemplated to be NCL Corporation Ltd., a company organised and existing under the laws of Bermuda, or NCL (Bahamas) Ltd., a company organised and existing under the laws of Bermuda..

“**Notice of Assignment**” means a duly completed notice of assignment in the form set out in Schedule 1 (*Form of Notice of Assignment*) or in such other form as may be approved by the Collateral Agent.

“**Other Creditors**” means each Lender or any affiliate thereof with which the Borrower and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender’s or affiliate’s successors and assigns, if any.

“**Parent**” means NCL Corporation Ltd., a Bermuda company.

“**Receiver**” means a receiver and manager or any other receiver (whether appointed pursuant to this Assignment, pursuant to any statute, by a court or otherwise) of any of the Assigned Rights.

“**Secured Creditors**” means the Lender Creditors and the Other Creditors.

“**Secured Obligations**” means the Credit Agreement Obligations and the Other Obligations.

“**Security**” means the security created by this Assignment.

“**Security Period**” means the period beginning on the date of this Assignment and ending on the date upon which the Collateral Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Credit Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) contingent obligations for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement) .

“**Security Trust Deed**” means the security trust deed dated on or about the date hereof between, *inter alia*, the Collateral Agent as security trustee, the Facility Agent and the Lenders.

#### 1.2 **Continuing Event of Default**

An Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue and (b) such Event of Default has not been waived in accordance with the terms of the Credit Documents.

#### 1.3 **Defined Terms**

Unless this Assignment provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Assignment.

#### 1.4 **References to Agreements**

Unless otherwise stated, any reference in this Assignment to any agreement or document (including any reference to this Assignment or any other Credit Document) shall be construed as a reference to:

- (a) such agreement or document as amended, varied, novated or supplemented from time to time;
- (b) any other agreement or document whereby such agreement or document is so amended, varied, novated or supplemented; and
- (c) any other agreement or document entered into pursuant to or in accordance with such agreement or document.

#### 1.5 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

#### 1.6 **Statutes**

Any reference in this Assignment to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

**1.7 Implied Covenants**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 3.1 (*Assignment*) or Clause 3.2 (*Notice of Assignment*):

- (a) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in Section 3(1);
- (b) the words “except to the extent that” and all the words thereafter in Section 3(2); and
- (c) Section 6(2).

**1.8 Third Party Rights**

It is intended that with the consent of the Collateral Agent each of the other Secured Creditors shall be able to enforce the provisions of Clause 16.4 *Currency Indemnity*) (which can be amended with the consent of the Collateral Agent but without the consent of the other Secured Creditors), but otherwise a person which is not a party to this Assignment shall have no rights to enforce the provisions of this Assignment other than those it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.

**1.9 Clause and Schedule Headings**

Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Assignment.

**2. COVENANT TO PAY**

**2.1 Covenant to Pay**

The Borrower agrees that promptly on demand of the Collateral Agent it will pay to the Collateral Agent any Secured Obligation which is due but unpaid.

**2.2 Interest**

Any Secured Obligation which is owed by the Borrower under this Assignment and is not paid when due shall bear interest at the Agreed Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Borrower on demand of the Collateral Agent.

**3. LEGAL ASSIGNMENT**

**3.1 Assignment**

The Borrower hereby assigns with full title guarantee the Assigned Rights to the Collateral Agent to hold the same on behalf of the Secured Creditors on the terms set out in the Security Trust Deed as security for the payment and discharge of the Secured Obligations.

### 3.2 **Non-Assignable Rights**

The Borrower declares that to the extent that any right, title, interest or benefit described in Clause 3.1 (*Assignment*) is for any reason not effectively assigned pursuant to Clause 3.1 (*Assignment*) for whatever reason, it shall:

- (a) hold the benefit of the same on trust for the Collateral Agent as security for the payment and discharge of the Secured Obligations; and
- (b) promptly upon becoming aware of the same, notify the Collateral Agent of the same and the reasons therefore and thereafter take such steps as the Collateral Agent may reasonably require to remove such prohibition or other reason for such incapacity.

### 3.3 **Notice of Assignment**

- (a) As soon as practicable after the execution of this Assignment, the Borrower shall deliver to each Manager under each of the Management Agreements as of the date hereof (if any), a Notice of Assignment and if the Collateral Agent so requests the Borrower shall countersign such Notice of Assignment.
- (b) As soon as practicable after the execution of any Management Agreement entered into after the date of this Assignment, the Borrower shall deliver to each Manager, a Notice of Assignment in respect of such Management Agreement.

### 3.4 **Acknowledgment of Assignment**

The Borrower shall use commercially reasonable efforts to procure that as soon as practicable after it receives a Notice of Assignment, the Manager shall deliver to the Collateral Agent an Acknowledgment of Assignment in substantially the form attached hereto or otherwise reasonably acceptable to the Collateral Agent.

## 4. **THE CONTRACT**

### 4.1 **No Dealings with the Management Agreements**

The Borrower acknowledges that at all times during the Security Period and other than as expressly set out below, it shall not (nor shall it be entitled to):

- (i) during the continuance of an Event of Default, receive any sum from time to time payable to the Borrower under or in respect of the Management Agreements;
- (ii) agree to any waiver or amendment of or supplement to the terms of any Management Agreement other than any waiver, amendment or supplement (i) advised by the Borrower's tax counsel, (ii) of a technical nature or (iii) deemed necessary by the parties to the Management Agreement to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the

Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents;

- (iii) terminate, or allow to be terminated, any Management Agreement unless replaced by a Management Agreement or Management Agreements, as the case may be, reasonably acceptable to the Facility Agent; or
- (iv) assign or charge any Management Agreement or any of the Assigned Rights.

#### 4.2 **Performance of Obligations**

The Borrower shall take, or cause to be taken, all steps reasonably required by the Collateral Agent to preserve or protect its interests and the interests of the Collateral Agent in the Management Agreements and shall diligently pursue any remedies available to it in respect of any breaches or claims of any party in connection with the Management Agreements which are necessary to preserve, protect and enforce the interests of the Collateral Agent in the Management Agreements.

### 5. **CONTINUING SECURITY**

#### 5.1 **Continuing and Independent Security**

This Assignment shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Collateral Agent may have at any time for the Secured Obligations or any of them.

#### 5.2 **New Accounts**

If the Collateral Agent receives notice of any security created or arising during the Security Period in respect of the Management Agreements or any of the Assigned Rights, or following the occurrence and during the continuation of an Event of Default makes demand of the Parent or the Borrower for payment of any or all of the Secured Obligations:

- (a) the Collateral Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid by the Parent or the Borrower to the Collateral Agent in respect of the Secured Obligations, or realised or recovered by the Collateral Agent under this Assignment, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

### 5.3 **Avoidance of Payments**

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Collateral Agent may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Collateral Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Assignment and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

### 5.4 **Immediate Recourse**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it or them by this Assignment or by law to seek to recover amounts due from the Parent or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations.

### 5.5 **Waiver of Defences**

Neither the obligations of the Borrower under this Assignment nor the Security and the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law, shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person;
- (b) any of the Secured Obligations or any other security held by the Collateral Agent in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Collateral Agent in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Collateral Agent in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Collateral Agent in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Borrower under this Assignment, the Security or any of the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law.

## 5.6 APPROPRIATION

Neither the Collateral Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Collateral Agent for application pursuant to the terms of this Assignment, until the earlier of:

- (a) the date on which such monies are sufficient to satisfy the Secured Obligations in full and any money so applied could not be the subject of any clawback or similar circumstance; and
- (b) the date on which the Security has been enforced in full and all other remedies that the Collateral Agent may have under or in connection with the Credit Documents in all relevant jurisdictions have been exhausted.

## 6. REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in Clauses 6.1 (*Entity Status*) to 6.8 (*Contract Terms*). The Borrower acknowledges that the Collateral Agent has entered into this Assignment in reliance on those representations and warranties.

### 6.1 Entity Status

The Borrower (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted and (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

### 6.2 Power and Authority

The Borrower has the power to enter into and perform this Assignment and the transactions contemplated hereby and has taken all necessary action to authorize the entry into and performance of this Assignment and such transactions. This Assignment constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms and in entering into this Assignment and borrowing the Loans, the Borrower is acting on its own account.

### 6.3 Form of Documentation

This Assignment is in proper legal form (under the laws of England, the Bahamas, Bermuda and each other jurisdiction where the Vessel is flagged or where the Borrower is domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of this Assignment in England, the Bahamas and/or Bermuda it is not necessary that this Assignment be

filed or recorded with any court or other authority in England, the Bahamas and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8 of the Credit Agreement, as applicable.

**6.4 No Deductions or Withholdings**

All amounts payable by the Borrower hereunder may be made free and clear of and without deduction or withholding for or on account of any Taxation in the Borrower's jurisdiction.

**6.5 No Filing or Stamp Taxes**

It is not necessary that this Assignment be filed, recorded or enrolled with any court or other authority in England (or any other applicable jurisdiction) except as have been made or will be made in accordance with the Credit Agreement, or that any stamp, registration or similar tax be paid on or in relation to this Assignment save (i) to the extent that it may be regarded as constituting a charge over book debts and thus as registrable under the Companies Act 2006 and (ii) recording taxes which have been or will be paid as and to the extent due.

**6.6 No Adverse Interests**

Subject only to the Security and as otherwise contemplated under the Credit Agreement, no person other than the Borrower has any legal or beneficial interest (or any right to claim any such interest) in the Assigned Rights or any part thereof and the Borrower has not received notice of any such claim.

**6.7 No Disposals**

Save as permitted by the Credit Agreement or this Assignment it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of the Assigned Rights.

**6.8 Contract Terms**

The terms of the Management Agreements do not restrict or otherwise limit its right to transfer, charge or assign any of the Assigned Rights pursuant to this Assignment.

**6.9 Repetition**

The representations and warranties set out in this Clause 6:

- (a) shall survive the execution of each Credit Document and each Borrowing under the Credit Agreement; and
- (b) are made on the date of this Assignment and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

**7. UNDERTAKINGS**

**7.1 Authorisations**

The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Assignment and to ensure the legality, validity, enforceability or admissibility in evidence in England and any other applicable jurisdiction of this Assignment.

**7.2 No Action**

The Borrower shall not take any action which would cause any of the representations made in Clause 6 (*Representations and Warranties*) to be untrue in any material respect at any time during the Security Period.

**7.3 Notification of Misrepresentation**

The Borrower shall notify the Collateral Agent of the occurrence of any event which results in or may reasonably be expected to result in any of the representations made in Clause 6 (*Representations and Warranties*) being untrue in any material respect when made or when deemed to be repeated.

**7.4 Information**

The Borrower shall provide the Collateral Agent with such reports and other information regarding the Management Agreements as the Collateral Agent may from time to time reasonably request.

**7.5 Delivery of Cash**

Following the occurrence and during the continuation of an Event of Default, the Borrower shall promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received on account of any of the Management Agreements in the form received (properly endorsed, but without recourse, for collection where required) to the Collateral Agent and shall not commingle any such collections or proceeds with its other funds or property and shall hold the same upon an express trust for and on behalf of the Collateral Agent until delivered.

**7.6 Delivery of Notices**

The Borrower shall promptly deliver a copy of any notice or other correspondence received by it in connection with any of the Management Agreements to the Collateral Agent if such notice or correspondence has had or could reasonably be expected to have a material adverse effect on the value of such Management Agreement.

**8. FURTHER ASSURANCE**

The Borrower shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider

desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Assignment or to exercise any of the rights conferred on it by this Assignment or by law and to that intent the Borrower shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

**9. ENFORCEMENT OF SECURITY**

**9.1 Security Enforceable**

The Security shall become immediately enforceable if an Event of Default has occurred and is continuing.

**9.2 Enforcement**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Assignment or by law at such times and in such manner as it thinks fit.

**9.3 Power of Sale**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may (without notice to the Borrower) sell or otherwise dispose of the Assigned Rights and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Assignment.

**9.4 Statutory Powers**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Assignment.

**9.5 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Assignment or to any exercise by the Collateral Agent of its right to consolidate mortgages or its power of sale.

**9.6 Realisation Accounts**

If the Collateral Agent enforces the Security (whether by appointment of a Receiver or otherwise), the Collateral Agent may open and maintain with such financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Assignment into any such realisation account pending the application of such moneys pursuant to Clause 11 (*Application of Proceeds*).

**10. Receivers**

**10.1 Appointment of Receivers**

At any time after the occurrence and during the continuation of an Event of Default, or if the Borrower requests it to do so, the Collateral Agent may by a written instrument and without notice to the Borrower appoint one or more persons as Receiver of all or any part of the Assigned Rights, each such person being entitled to act individually as well as jointly and being for all purposes the agent of the Borrower.

**10.2 Powers of a Receiver**

In addition to the powers conferred on the Collateral Agent by this Assignment, each Receiver appointed pursuant to Clause 10.1 (*Appointment of Receivers*) shall have in relation to the Assigned Rights in respect of which such Receiver was appointed all the powers conferred by the Law of Property Act 1925 (as extended by this Assignment) on a Receiver appointed under that Act.

**11. APPLICATION OF PROCEEDS**

Any moneys held or received by the Collateral Agent under this Assignment shall be applied by the Collateral Agent in or towards the discharge of the Secured Obligations in accordance with the provisions of the Credit Agreement.

**12. POWER OF ATTORNEY**

**12.1 Appointment**

By way of security for the performance of its obligations under this Assignment, the Borrower hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Borrower is obliged to do under the terms of this Assignment or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Assignment or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

**12.2 Ratification**

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Assignment shall do in its capacity as such.

**13. RELEASE OF THE SECURITY**

After the end of the Security Period or otherwise in accordance with Section 14.21 (*Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer*) of the Credit Agreement, the Collateral Agent shall, at the request and cost of the Borrower, execute all such documents and do all such other things as may be required to release the Security, in each case without recourse to or any representation or warranty by or from the Collateral Agent.

**14. PAYMENTS**

**14.1 Grossing Up**

All payments by the Borrower under this Assignment shall be made without any deductions and free and clear of, and without deduction for or on account of, tax except, in the latter case, to the extent that the Borrower is required by law to make payment subject to tax. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, or paid or payable by the Collateral Agent to any Secured Creditor, under this Assignment, the Borrower shall pay such additional amounts as may be necessary to ensure that the relevant Secured Creditor receives a net amount equal to the full amount which it would have received had payment not been made subject to tax.

**14.2 Payments without Set-off**

Any payment made by the Borrower under this Assignment shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

**14.3 Manner of Payment**

Each payment made by the Borrower under this Assignment shall be paid in the manner in which payments are to be made by the Borrower under the Credit Agreement.

**15. WAIVERS AND REMEDIES**

No failure by the Collateral Agent to exercise, nor any delay by the Collateral Agent in exercising, any right or remedy under this Assignment shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

**16. ADDITIONAL PROVISIONS**

**16.1 Partial Invalidity**

If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect or any of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Assignment or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Security under the law of any other jurisdiction.

**16.2 Potentially Avoided Payments**

If the Collateral Agent determines that an amount paid to a Secured Creditor under any Credit Document is being avoided or otherwise set aside on the liquidation or

administration of the person by whom such amount was paid, then for the purposes of this Assignment, such amount shall be regarded as not having been paid.

**16.3 Currency Conversion**

If necessary to apply any sum held or received by the Collateral Agent in or towards payment of the Secured Obligations, the Collateral Agent may purchase an amount in another currency and the rate of exchange to be applied shall be that at which, at such time as it considers appropriate, the Collateral Agent is able to effect such purchase.

**16.4 Currency Indemnity**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the “**specified currency**”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Collateral Agent could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to the Collateral Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent of any sum adjudged to be so due in such other currency the Collateral Agent may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to the Collateral Agent in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Collateral Agent in the specified currency, the Collateral Agent agrees to remit such excess to the Borrower.

**16.5 Rights Cumulative**

The rights and remedies provided by this Assignment are cumulative and not exclusive of any rights or remedies provided by law.

**16.6 Collateral Agent in Possession**

The Collateral Agent shall not by reason of its taking any action permitted by this Assignment or its taking possession of all or any of the Assigned Rights be liable to account as mortgagee in possession or, other than as expressly stated in the Security Trust Deed, be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**17. ASSIGNMENT**

**17.1 The Borrower's Rights**

The rights of the Borrower under this Assignment are not assignable or transferable and the Borrower agrees that it will not purport to assign all or any such rights except as provided under the Credit Agreement.

**17.2 The Collateral Agent's Rights**

- (a) The rights of the Collateral Agent under this Assignment are assignable in whole or in part without the consent of the Borrower except as provided under the Credit Agreement.
- (b) The Collateral Agent may not resign except in accordance with the terms of the Security Trust Deed.

**18. NOTICES**

**18.1 Communications in Writing**

Each communication to be made under this Assignment shall be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

**18.2 Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 18.1 (*Communications in writing*) the contact details of each of the parties are as follows:

- (a) to the Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

- (b) to the Borrower:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: dfarkas@ncl.com  
hflanders@ncl.com

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: martinez@apollolp.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: bfinkelstein@paulweiss.com

or to such other address and/or number as is notified in writing by a party to the other parties under this Assignment.

### 18.3 **Delivery of Notices**

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified in Clause 18.2 (*Contact Details*); provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Collateral Agent and the Borrower agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Collateral Agent shall not be effective until received by the Collateral Agent, or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Collateral Agent, only if it is addressed in such a manner as the Collateral Agent shall specify for this purpose.

### 19. **GOVERNING LAW**

- (a) This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-

contractual obligation arising out of or in connection with this Assignment ) (a **"Dispute"**). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 19 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

- (c) Without prejudice to any other mode of service allowed under any relevant law, the Borrower: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.
- (d) Each party to this Assignment expressly agrees and consents to the provisions of this Clause 19.

## **20. COUNTERPARTS AND EFFECTIVENESS**

### **20.1 Counterparts**

This Assignment may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

### **20.2 Effectiveness**

This Assignment shall take effect and be delivered as a deed on the date on which it is stated to be made.

**IN WITNESS WHEREOF** this Assignment has been executed as a deed by the Borrower and the Collateral Agent.

**SCHEDULE 1**

**FORM OF NOTICE OF ASSIGNMENT**

To: [The Manager]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an assignment agreement dated [●] (the "**Assignment**") and made between Seahawk One, Ltd. (the "**Borrower**") and KfW IPEX-Bank GmbH as Collateral Agent (the "**Collateral Agent**"), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of the management agreement dated [●] between the Borrower and you, as manager in relation to the provision of commercial and technical management and crewing services for the ship (the "**Ship**") with provisional hull number [\*] (the "**Management Agreement**").

With effect from your receipt of this notice we hereby give you notice that:

- (a) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (each as defined therein) (the "**Credit Agreement**")), written notice of the occurrence and continuance of such Event of Default has been delivered to you by the Collateral Agent, all payments to be made to the Borrower under or arising from the Management Agreement should be made to the Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Management Agreement or available at law or in equity shall be exercisable by the Collateral Agent;

- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Management Agreement shall be exercisable by the Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Management Agreement are assigned to the Collateral Agent;
- (e) no waiver or amendment of or supplement to the terms of the Management Agreement may be made other than any waiver, amendment or supplement (i) advised by the Borrower's tax counsel, (ii) of a technical nature or (iii) deemed necessary by the parties to the Management Agreement to reflect the prevailing circumstances to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents (as defined in the Credit Agreement);
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Management Agreement unless replaced by a Management Agreement or Management Agreements, as the case may be, reasonably satisfactory to the Facility Agent (as defined in the Credit Agreement);
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Management Agreement except that to the extent that the Collateral Agent notifies you in writing that an Event of Default (as referred to in the Assignment) has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) (including, without limitation, making a demand under the Management Agreement) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Management Agreement. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Management Agreement without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations under the Management Agreement and the Collateral Agent is under no obligation of any kind under the Management Agreement nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Management Agreement as it may from time to time reasonably request and to send copies of any notices issued by you under the Management Agreement which have had or would reasonably be

expected to have a material adverse effect on the value of the Management Agreement or the Ship, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

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For and on behalf of  
**SEAHAWK ONE, LTD.**

**SCHEDULE 2**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT**

**[To be printed only on copy of the Notice of Assignment given]**

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the “**Notice**”). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title, interests and benefits in, to or in respect of the Management Agreement and that we will comply with the terms of the Notice.

We further agree and confirm that:

- (a) if an Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, we covenant and agree with the Collateral Agent that the Collateral Agent shall have the right to terminate the Management Agreement, as the Collateral Agent determines in its sole discretion, upon not fewer than three (3) Business Days prior written notice setting forth the effective date of such termination, without such termination giving rise to any claim by us as Manager, other than for services already rendered by us as Manager as of the effective date of such termination;
- (b) with respect to the Ship, we agree that any lien arising in our favour under the Management Agreement is subject and subordinated in all respects to the lien of the first priority mortgage and the deed of covenants in respect of the Ship granted by the Borrower in favour of the Collateral Agent (the “**Vessel Mortgage**”), and, at the option of the Collateral Agent, foreclosure (or any similar action taken by the Collateral Agent) under the Vessel Mortgage shall terminate the Management Agreement and such liens and divest us and our submanagers of all right, title and interest in and to the Ship;
- (c) we will not enter into any sub-management agreement or contract out our obligations under the Management Agreement to any person without the Collateral Agent’s prior written consent, unless (i) the sub-manager executes a consent substantially identical

to this consent and (ii) the sub-manager is as competent to render management services as we are; and

- (d) we acknowledge that we shall not challenge the effectiveness of the Assignment (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Assignment, as applicable) with respect to the Management Agreement.

Yours faithfully

For and on behalf of  
**[Manager]**  
as Manager

By:

Date:

**SCHEDULE 3**  
**FORM OF MANAGEMENT AGREEMENT**  
*[TO BE INSERTED]*

**SIGNATORIES**

Signed as a deed on behalf of **SEAHAWK ONE, LTD.**, a company incorporated in Bermuda, by *[full name(s) of person(s) signing]*, being [a] person[s] who, in accordance with the laws of that territory, [is][are] acting under the authority of the company

---

*Authorised [signatory] [signatories]*

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of that territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

Dated \_\_\_\_\_ 2014

**HULL NO. [\*]**

**FORM OF SECURITY TRUST DEED**

between

**KFW IPEX-BANK GMBH**  
as Collateral Agent

**KFW IPEX-BANK GMBH**  
as Delegate Collateral Agent

**KFW IPEX-BANK GMBH**  
as Facility Agent

**SEAHAWK ONE, LTD.**  
as Company

**NCL CORPORATION LTD.**  
as Parent

and

**OTHERS**

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THIS DEED is made on \_\_\_\_\_ 2014

**BETWEEN:**

- (1) **SEAHAWK ONE, LTD.**, a Bermuda company with its registered office at Cumberland House, 9<sup>h</sup> Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Company**”);
- (2) **NCL CORPORATION LTD.**, a Bermuda company with its registered office at Cumberland House, 9<sup>h</sup> Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Parent**” and together with the Company, the “**Credit Parties**”);
- (3) The financial institutions listed in Schedule 1 as Secured Creditors (together with the Collateral Agent and the Delegate Collateral Agent, the “**Original Secured Creditors**”);
- (4) **KFW IPEX-BANK GMBH** as facility agent for the Lender Creditors (the “**Facility Agent**”);
- (5) **KFW IPEX-BANK GMBH** as trustee for the Secured Creditors (the “**Collateral Agent**”, which expression includes any additional or successor Collateral Agent appointed pursuant to and in accordance with the terms of this Deed); and
- (6) **KFW IPEX-BANK GMBH** as trustee for the Secured Creditors (the “**Delegate Collateral Agent**”), which expression includes any additional or successor Delegate Collateral Agent appointed pursuant to and in accordance with the terms of this Deed).

**RECITALS:**

- (A) The Lenders are willing to make certain credit facilities available to the Company on the terms and subject to the conditions set out in the Credit Agreement, one of those conditions being that the Company enters into this Deed.
- (B) The Collateral Agent holds the Transaction Security (excluding the Assignment of KfW Refund Guarantees) on trust for itself and the other Secured Creditors on the terms of this Deed.
- (C) The Delegate Collateral Agent holds the Assignment of KfW Refund Guarantees on trust for itself and the other Secured Creditors on the terms of this Deed.

**IT IS AGREED** as follows:

**DEFINITIONS AND INTERPRETATION**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed the following terms have the meanings given to them in this Clause 1.1.

“**Agents**” means the Collateral Agent and the Delegate Collateral Agent.

“**Assignment of KfW Refund Guarantees**” means the assignment of refund guarantees dated on or about the date of this Deed and made between the Company and the Delegate Collateral Agent relating to certain Refund Guarantees issued by KfW IPEX-Bank GmbH.

“**Credit Agreement**” means the €665,995,880 credit agreement dated on or about the date hereof made between the Parent, the Company, the Lenders and others.

“**Credit Document Obligations**” has the meaning given in the Credit Agreement.

“**Delegate**” means any delegate, agent or attorney appointed by the Collateral Agent, pursuant to and in accordance with the terms of this Deed.

“**Discharge Date**” means the date on which all the Secured Obligations have been fully discharged and none of the Lender Creditors is under any obligation (whether actual or contingent, other than (i) contingent obligations for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement) to make advances or provide other financial accommodation to any of the Credit Parties under the Credit Documents.

“**Other Obligations**” has the meaning given in the Credit Agreement.

“**Party**” means a party to this Deed.

“**Receiver**” means a receiver and manager or any other receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of all or any of the Trust Property and the Trust Property Delegated and shall, where permitted by law, include an administrative receiver.

“**Secured Creditors**” means (a) the Original Secured Creditors, (b) any Receiver or Delegate, (c) any additional or successor Agents appointed pursuant to and in accordance with the terms of this Deed, (d) any Other Creditor that has acceded to this Deed by delivery of a Secured Creditor Accession Undertaking to the Collateral Agent, (e) any successor Facility Agent or permitted assignee or permitted transferee of a Lender that has acceded to this Deed by (i) delivery of a Secured Creditor Accession Undertaking to the Collateral Agent or (ii) delivery of a Transfer Certificate or Assignment Agreement to the Facility Agent and (f) any permitted assignee of a Lender by way of Security, including without limitation, KfW in connection with the KfW Refinancing.

“**Secured Creditor Accession Undertaking**” means an undertaking substantially in the form set out in Schedule 2 (*Form of Secured Creditor Accession Undertaking*) of this Deed.

“**Secured Obligations**” means the Credit Document Obligations and the Other Obligations.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Transaction Security”** means the security created or expressed to be created in favour of the relevant Agent pursuant to the Assignment of Contracts, the Assignment of KfW Refund Guarantees, the Assignment of Management Agreement, the Assignments of Earnings and Insurances, the Assignment of Charters and any other agreement which is governed by the laws of England and Wales and which creates or purports to create Security in favour of the Secured Creditors.

**“Trust Property”** means all rights, interests, benefits and other property comprised in the Transaction Security (excluding the Assignment of KfW Refund Guarantees) and the proceeds thereof including without limitation:

- (a) any rights, interests or other property and the proceeds thereof from time to time assigned, transferred, mortgaged, charged, or pledged to or otherwise vested in the Collateral Agent under, pursuant to or in connection with this Deed or any Credit Document to which the Collateral Agent is a party;
- (b) any representation, obligation, covenant, warranty or other contractual provision in favour of the Collateral Agent (other than any made or granted solely for its own benefit) made or granted in or pursuant to any of the Credit Documents to which the Collateral Agent is a party;
- (c) any sum which is received or recovered by the Collateral Agent under, pursuant to or in connection with any of the Credit Documents or the exercise of any of the Collateral Agent’s powers under or in connection therewith (other than any sum received or recovered solely for its own account) and which is held by the Collateral Agent upon trust on the terms of this Deed or any of the Credit Documents to which the Collateral Agent is a party; and
- (d) all income and other sums at any time received or receivable by the Collateral Agent in respect of the other Trust Property or any part thereof.

**“Trust Property Delegated”** means all rights, interests, benefits and other property comprised in the Assignment of KfW Refund Guarantees and the proceeds thereof including without limitation:

- (a) any rights, interests or other property and the proceeds thereof from time to time assigned, transferred, mortgaged, charged, or pledged to or otherwise vested in the Delegate Collateral Agent under, pursuant to or in connection with this Deed or the Assignment of KfW Refund Guarantees;
- (b) any representation, obligation, covenant, warranty or other contractual provision in favour of the Delegate Collateral Agent (other than any made or granted solely for its own benefit) made or granted in or pursuant to any of the Assignment of KfW Refund Guarantees;
- (c) any sum which is received or recovered by the Delegate Collateral Agent under, pursuant to or in connection with any of the Assignment of KfW Refund Guarantees or the exercise of any of the Delegate Collateral Agent’s powers under or in connection therewith (other than any sum received or recovered solely for its own account) and which is held by the Delegate

Collateral Agent upon trust on the terms of this Deed or any the Assignment of KfW Refund Guarantees; and

- (d) all income and other sums at any time received or receivable by the Delegate Collateral Agent in respect of the other Trust Property Delegated or any part thereof.

“**Trustee Acts**” means the Trustee Act 1925 and the Trustee Act 2000.

## 1.2 **Defined Terms**

Unless this Deed provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Deed.

## 1.3 **References to Agreements**

Unless otherwise stated, any reference in this Deed to any agreement or document (including any reference to this Deed or any other Credit Document or to any agreement or document entered into pursuant to or in accordance with such agreement or document) shall be construed as a reference to:

- (a) such agreement or document as amended, restated, varied, novated or supplemented from time to time; and
- (b) any agreement or document whereby such agreement or document is so amended, restated, varied, novated or supplemented or which is entered into pursuant to or in accordance with such agreement or document.

## 1.4 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

## 1.5 **Statutes**

Any reference in this Deed to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

## 1.6 **Third Party Rights**

- (a) A person which is not a party to this Deed (a “**third party**”) shall have no rights to enforce the provisions of this Deed save for those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect provided that each of Clause 5.1 (*Credit Parties' Indemnity to Agents*), Clause 9.1 (*Transaction and Enforcement Expenses*) and Clause 13.3 (*Currency Indemnity*) shall be enforceable by any third party referred to in such clause as if such third party were a party to this Deed.

(b) The Parties to this Deed may vary or rescind this Deed without the consent of any third party.

**1.7 Clause and Schedule Headings**

(a) Unless otherwise stated, any reference in this Deed to a Clause or a Schedule shall be construed as a reference to a clause of or a schedule to this Deed.

(b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Deed.

**2. TRUSTEE FOR THE SECURED CREDITORS**

**2.1 Declaration of Trust by Collateral Agent**

Subject to the provisions of Clause 2.3 (*Non-Trust Jurisdictions*), and with effect from the Initial Syndication Date each of the Secured Parties appoints the Collateral Agent and the Collateral Agent declares itself, as trustee of the Trust Property to hold the same on trust for the Secured Creditors for the purpose of securing the Secured Obligations on the terms and subject to the conditions set out in this Deed.

**2.2 Declaration of Trust by Delegate Collateral Agent**

Subject to the provisions of Clause 2.3 (*Non-Trust Jurisdictions*), and with effect from the Initial Syndication Date each of the Secured Parties appoints the Delegate Collateral Agent and the Delegate Collateral Agent declares itself, trustee of the Trust Property Delegated to hold the same on trust for the Secured Creditors for the purpose of securing the Secured Obligations on the terms and subject to the conditions set out in this Deed.

**2.3 Non-Trust Jurisdictions**

It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be created by this Deed, the relationship of the Secured Creditors to the Agents shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Deed shall have full force and effect between the Parties.

**2.4 Covenant to Pay**

Each Credit Party hereby covenants with the Agents as trustees for the Secured Creditors that on demand by either of the Agents such Credit Party shall discharge all obligations which are then due and payable and which such Credit Party may at any time owe to such Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors (whether for their own account or as trustee or agent of the persons who such Secured Creditors represent or for whom they act) under or pursuant to the Credit Documents including any liability in respect of any further advances made under the Credit Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each Credit Party shall pay to the Agents when due and payable every sum at any time owing, due or incurred by such Credit

Party to such Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors (whether for their own account or as trustee or agent of the persons who such Secured Creditors represent or for whom they act) in respect of any such liabilities.

### **3. APPLICATION OF PROCEEDS**

#### **3.1 Order of Application**

All moneys from time to time received or recovered by the Agents (after payment of any sums received by the Delegate Collateral Agent to the Collateral Agent pursuant to the Assignment of KfW Refund Guarantees) shall be applied by the Collateral Agent in accordance with the order of priority set out in Section 4.05 (*Application of Proceeds*) of the Credit Agreement.

#### **3.2 Investment of Proceeds**

- (a) Pending its distribution under Clause 3.1 (*Order of Application*) and without responsibility for any loss or any reduction in return which may result from its so doing, the Collateral Agent may credit any sum received, recovered or held by it in respect of the Trust Property and/or the Trust Property Delegated to such suspense or other account as the Collateral Agent thinks fit or invest or place on deposit such sum in the name of or under the control of the Collateral Agent in any investment for the time being authorised by English law for the investment by trustees of trust moneys or with such bank or financial institution (including the Collateral Agent) as the Collateral Agent may think fit.
- (b) The Collateral Agent may at any time in its absolute discretion vary, exchange, transfer or transpose any such investments or deposits for or into other such investments or deposits without being under any obligation or duty to diversify the same. Any investment made by the Collateral Agent may, at its discretion, be made or retained in the name of a nominee.

#### **3.3 Currency Conversion**

In order to apply any sum held or received by the Collateral Agent or a Receiver in or towards payment of the Secured Obligations, the Collateral Agent or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Collateral Agent or such Receiver is able to effect such purchase.

#### **3.4 Permitted Deductions**

The Collateral Agent shall be entitled to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed, and to pay all taxes which may be assessed against it in respect of any of the Trust Property or Trust Property Delegated, as applicable or as a consequence of performing its duties, or by virtue of its acting in its capacity as Collateral Agent under any of the Credit Documents or otherwise

(other than in connection with its remuneration for performing its duties under this Deed).

### 3.5 Discharge of Secured Obligations

- (a) Any payment to be made in respect of the Secured Obligations by the Collateral Agent pursuant to paragraph (ii) of Section 4.05 (*Application of Proceeds*) of the Credit Agreement shall be made to the Facility Agent (on behalf of the Lenders and the other Secured Creditors (to the extent applicable)) and any payment so made shall to the extent of such payment be a good discharge to the Agents.
- (b) The Credit Parties hereby agree that any sums due in respect of the Secured Obligations to any Secured Creditor shall only be discharged to the extent that such Secured Creditor has received such sums in the currency in which such sums are due under the Credit Documents.

### 3.6 Clawback

- (a) If any Secured Creditor has received an amount as a result of the enforcement of the Transaction Security and the Collateral Agent and/or the Delegate Collateral Agent is subsequently required to pay an amount equal to that amount (a “**Clawback Amount**”) to a liquidator (or any other party) whether pursuant to a court order or otherwise such Secured Creditor will promptly on the request of the Collateral Agent and/or the Delegate Collateral Agent (as applicable) pay an amount equal to such Clawback Amount to the Collateral Agent and/or the Delegate Collateral Agent (as applicable) for payment to the liquidator (or such other party).
- (b) Each Secured Creditor that has received a Clawback Amount shall indemnify the relevant Agent against any and all costs, claims, losses, expenses (including legal fees) and liabilities together with any VAT thereon which the Collateral Agent and/or the Delegate Collateral Agent (as applicable) may incur with respect to that Clawback Amount otherwise than by reason of the Agent’s own gross negligence or wilful misconduct.

## 4. SECURED CREDITORS’ UNDERTAKINGS

Each Secured Creditor gives the undertakings set out in this Clause 4 to each of the other Secured Creditors and acknowledges that the Agents entered into this Deed in reliance on those undertakings.

### 4.1 Secured Creditors’ Information

The Secured Creditors shall furnish to the Facility Agent, for transmission to the Collateral Agent and/or the Delegate Collateral Agent, such information as the Collateral Agent and/or the Delegate Collateral Agent may reasonably specify (through the Facility Agent) as being necessary or desirable to enable the Collateral Agent and/or the Delegate Collateral Agent to perform its functions as trustee.

#### 4.2 **Independent Power**

Each of the Collateral Agent and the Delegate Collateral Agent alone, in their respective capacities to the exclusion of the Secured Creditors, shall have power to enforce or have recourse to the Transaction Security and to exercise its rights and powers pursuant to the Credit Documents.

#### 4.3 **Indemnity to Agents**

Without prejudice to any of the provisions of any other Credit Document and to the extent that the Company does not do so on demand or is not obliged to do so, each Secured Creditor that is a Lender hereby severally agrees to indemnify, rateably in accordance with such Lender's Commitment, the Collateral Agent and/or the Delegate Collateral Agent (as applicable) (and every Receiver and Delegate) on demand from and against any action, charge, claim, cost, damage, demand, expense (including legal fees), liability or loss which may be brought, made or preferred against or suffered, sustained or incurred by the Collateral Agent and/or the Delegate Collateral Agent (as applicable) in complying with any instructions from any of the Secured Creditors or, in the case of the Delegate Collateral Agent, the Collateral Agent or otherwise sustained or incurred by the Collateral Agent and/or the Delegate Collateral Agent (as applicable) or any Receiver or Delegate in connection with this Deed or any Credit Document except to the extent that the liability or loss arises directly from the Collateral Agent's and/or the Delegate Collateral Agent's (as applicable) (or, as the case may be, the Receiver's or the Delegate's) gross negligence or wilful misconduct.

#### 4.4 **Assignments and Transfers**

Each Secured Creditor agrees with the Agents that it shall not assign or transfer any of its rights, benefits and/or obligations under the Credit Agreement unless the person to whom such assignment or transfer is made shall have acceded to this Deed by the delivery to the Agents of a duly completed Secured Creditor Accession Undertaking, Transfer Certificate or Assignment Agreement so as to ensure that such person shall be bound by the terms and conditions of this Deed as a Secured Creditor. For the avoidance of doubt, this provision shall not apply to a permitted assignment by way of security including, without limitation, pursuant to the KfW Refinancing.

### 5. **CREDIT PARTIES' UNDERTAKINGS**

#### 5.1 **Credit Parties' Indemnity to Agents**

The Credit Parties shall jointly and severally indemnify and hold harmless the Collateral Agent and the Delegate Collateral Agent and every Receiver and Delegate ("**indemnified parties**") on demand from and against any and all costs, claims, losses, expenses (including legal fees) and liabilities (together with any applicable VAT), incurred by any of them in relation to or arising out of:

- (a) the preservation, exercise or enforcement of the Transaction Security;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in any of the indemnified parties by the Credit Documents or by law;

- (c) any default by any Credit Party in the performance of any of the obligations expressed to be assumed by it in the Credit Documents; or
- (d) otherwise in relation to any of the Transaction Security or the performance of the terms of this Deed.

The Collateral Agent and the Delegate Collateral Agent may, in priority to any payment to the Secured Creditors and on its own behalf or on behalf of the other indemnified parties, indemnify itself or such other indemnified parties out of the Trust Property and Trust Property Delegated respectively and shall have a lien on the Trust Property and Trust Property Delegated respectively for all moneys payable under this Clause 5.1.

## 5.2 Counter Indemnity

To the extent that a Secured Creditor is required to indemnify the Collateral Agent and/or the Delegate Collateral Agent pursuant to Clause 4.3 (*Indemnity to Agents*) as a result of any action which a Credit Party is required to take but does not, the relevant Credit Party agrees to indemnify each such Secured Creditor on demand against any amount it has paid to the Collateral Agent and/or the Delegate Collateral Agent pursuant to Clause 4.3 (*Indemnity to Agents*).

## 5.3 Credit Parties' Waiver

Each of the Credit Parties hereby unconditionally waives, to the extent permitted under applicable law any and all rights it may have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any sum received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

## 5.4 Sums Received by Credit Parties

If any of the Credit Parties receives any sum which, pursuant to any of the Credit Documents, should have been paid to the Collateral Agent and/or the Delegate Collateral Agent, that sum shall be held by that Credit Party for and to the order of the Secured Creditors and shall as soon as practicable be paid to the Collateral Agent for application in accordance with Clause 3.1 (*Order of Application*).

## 6. AGENTS' RIGHTS AND DUTIES

### 6.1 Powers and Remuneration

- (a) The Agents shall have such rights, powers, authorities and discretions as are (i) conferred on trustees by the Trustee Acts and (ii) by way of supplement to the Trustee Acts as provided for in this Deed and the Credit Documents.
- (b) Between itself and the other Parties, the Collateral Agent shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed or any Credit Document and any such determination shall in the absence of manifest error, be conclusive and shall bind the Agents and the other Parties.

- (c) The Agents shall be entitled to such remuneration as it may from time to time agree with the Company with the approval of the Facility Agent.

## 6.2 **Instructions for Agents to Act**

The Agents shall:

- (a) be entitled, in their absolute discretion, to refrain from taking any (or any further) action or exercising any of the Agents' rights under or in respect of this Deed or any Credit Document until it has received instructions from the Facility Agent, as to whether (and/or the way in which) such action, right, power, authority or discretion is to be taken or exercised;
- (b) except as otherwise provided in this Deed, act in accordance with any instructions given to it by the Facility Agent and shall be entitled to assume that (i) any instructions received by it from the Facility Agent are duly given by the Facility Agent itself or on behalf of the requisite Lenders and/or other Secured Creditors (if applicable), (ii) all applicable conditions under the Credit Documents for taking any action it is directed to take have been satisfied and (iii) unless it has received actual notice of their revocation, that any instructions or directions given by the Facility Agent have not been revoked;
- (c) be entitled to request instructions or clarification from the Facility Agent as to whether, and in what manner, it should exercise or refrain from exercising its rights, powers and discretions under this Deed and the Agents may refrain from acting unless and until it has received such instructions or clarification;
- (d) be entitled to refrain from acting in accordance with the instructions of the Facility Agent or any other person (including bringing any legal action or proceeding arising out of or in connection with the Credit Documents) until it has received such indemnification and/or security as it may in its absolute discretion require (whether by way of payment in advance or otherwise) for all costs, expenses, losses and liabilities which it may incur in taking such action or bringing such legal action or proceedings; and
- (e) be entitled to carry out all dealings with the Lenders and/or other Secured Creditors (if applicable) through the Facility Agent and may give to the Facility Agent any notice or other communication required to be given by the Agents to the Lenders and/or other Secured Creditors (if applicable).

## 6.3 **Action to Protect or Enforce Transaction Security**

Subject to the provisions of this Clause 6:

- (a) the Agents may, in the absence of any instructions from the Facility Agent to the contrary, take such action in the exercise of any of its duties under the Credit Documents and this Deed which in its absolute discretion it considers appropriate; and
- (b) at any time after receipt by the Agents of notice from the Facility Agent informing the Agents that the Transaction Security has become enforceable and directing the Agents to exercise all or any of its rights, remedies, powers

or discretions under any of the Credit Documents or this Deed, the Agents shall take such action as in its absolute discretion it thinks fit to enforce the Transaction Security.

#### 6.4 Agents' Rights and Discretions

The Agents may:

- (a) rely on:
  - (i) any communication, certificate, legal opinion or other document believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person;
  - (ii) any statement made by a director, officer, partner or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify; and
  - (iii) a certificate signed by any one or more persons which, or each of which, is believed by it to be a director or other duly authorised officer of the relevant Party to the effect that any particular dealing, transaction, step or thing is, in the opinion of the person so certifying, suitable or expedient or as to any other fact or matter upon which the Agents may require to be satisfied and shall not be responsible for any loss that may be occasioned by its relying on any such certificate;
- (b) obtain and pay for such legal or other expert advice or services as it may consider necessary or desirable;
- (c) retain for its own benefit, without liability to account to any other person, any fee or other sum received by it for its own account;
- (d) in the case of the Collateral Agent only, exercise any of its rights, powers and discretions and perform any of its obligations under this Deed or any of the Credit Documents through its employees or through paid or unpaid agents, which may be corporations, partnerships or individuals (whether or not lawyers or other professional persons). Any such agent shall be responsible for its own acts and omissions and subject to Section 12.02 of the Credit Agreement, the Collateral Agent shall not be responsible for any misconduct or omission on the part of, or be bound to supervise the proceedings or acts of, any such employee or agent (and any such agent which is engaged in any profession or business shall be entitled to charge and be paid all usual fees, expenses and other charges for its services);
- (e) in the case of the Collateral Agent only, at any time and from time to time delegate, whether by power of attorney or otherwise and upon such terms and conditions (including the power to sub-delegate) as the Collateral Agent may think fit, to any persons all or any of its rights, powers and discretions under this Deed or under any of the Credit Documents. Such delegate or sub-delegate shall be responsible for its own acts and omissions and subject to Section 12.02 of the Credit Agreement, the Collateral Agent shall not be in

any way liable or responsible to any person for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate. Notwithstanding the above and for the avoidance of doubt, the Collateral Agent shall not be responsible for any acts or omissions, including, without limitation, any acts or omissions caused by the gross negligence or wilful misconduct of the Delegate Collateral Agent

- (f) together with every Receiver, Delegate or other person appointed under this Deed or any of the Credit Documents, indemnify themselves out of the Trust Property and the Trust Property Delegated against all proceedings, claims and demands which may be made or taken against it and all costs, charges, damages, expenses and liabilities which it may suffer or incur unless suffered or incurred by reason of its own gross negligence or wilful misconduct; and
- (g) unless it has, in its capacity as trustee for the Secured Creditors, received actual notice to the contrary, assume that (i) no Event of Default has occurred and no Credit Party is in breach of or default under its obligations under any of the Credit Documents and (ii) any right, power, authority or discretion vested by any Credit Document in any person has not been exercised.

#### 6.5 **Agents' Obligations**

The Agents shall promptly inform the Facility Agent (and in the case of the Delegate Collateral Agent, inform the Collateral Agent) of:

- (a) the contents of any written notice or document received by it in its capacity as Collateral Agent and Delegate Collateral Agent from any Credit Party under any Credit Document; and
- (b) the occurrence of any Event of Default or any default by a Credit Party in the due performance of or compliance with its obligations under any Credit Document of which the Collateral Agent or Delegate Collateral Agent has received written notice from any other Party.

#### 6.6 **Excluded Obligations**

Notwithstanding anything to the contrary expressed or implied in any Credit Document, the Agents shall not:

- (a) be liable to anyone where it has acted reasonably and in good faith on the opinion or advice of or any information obtained from any lawyer, accountant, architect, engineer, surveyor, broker, consultant, valuer or other expert (including any auditor), whether obtained by the Agents or otherwise whether or not the expert's liability in respect thereof is limited by a monetary cap or otherwise and whether or not any such opinion, advice or information contains some error or is not authentic;
- (b) be obliged to monitor or enquire as to whether or not an Event of Default has occurred and will not be deemed to have knowledge of the occurrence of an Event Default unless it has actual knowledge or express notice thereof;

- (c) have any duty to (i) ensure that any payment or other financial benefit in respect of any of the Trust Property or the Trust Property Delegated is duly and punctually paid, received or collected as and when the same becomes due and payable or (ii) to procure that the correct amounts (if any) are paid or received or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accrued or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on, or in respect of or in substitution for any of the Trust Property or the Trust Property Delegated;
- (d) unless required by law or ordered so to do by a court of competent jurisdiction, be required to (i) disclose to any Secured Creditor any credit or other information (other than information in the Agents' possession specifically concerning the Credit Documents) with respect to the financial condition or affairs of any member of the Group or any of their related entities whether coming into its or any of its affiliates possession before or on the entry into this Deed or at any time thereafter or (ii) request any certificates or other documents from any member of the Group unless specifically requested to do so by the Facility Agent in accordance with this Deed or any of the Credit Documents;
- (e) be bound to account to any other Secured Creditor for any sum or the profit element of any sum received by it for its own account;
- (f) be bound to disclose to any other person (including any Secured Creditor) (i) any confidential information or (ii) any other information if disclosure would or might in its reasonable opinion constitute a breach of any law or be a breach of fiduciary duty;
- (g) be liable to any of the Secured Creditors for any action taken or omitted to be taken under or in connection with any of the Credit Documents unless caused by its fraud, gross negligence or wilful misconduct;
- (h) be under any obligations other than those which are specifically provided for in the Credit Documents to which it is a party;
- (i) have or be deemed to have any duty, obligation or responsibility to, or relationship of trust or agency with, any Credit Party; or
- (j) be obliged to take any action in relation to enforcing or perfecting any charge over any shares in a company registered or incorporated with unlimited liability.

#### 6.7 **Responsibility of Secured Creditors**

It is understood and agreed by each Secured Creditor that at all times that Secured Creditor has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into all risks arising under or in connection with the Credit Documents including but not limited to:

- (a) the financial condition, creditworthiness, condition, affairs, status and nature of each of the Credit Parties;
- (b) the legality, validity, effectiveness, adequacy and enforceability of each of the Credit Documents and the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Credit Documents;
- (c) whether that Secured Creditor has recourse, and the nature and extent of that recourse, against any Credit Party or any other person or any of their respective assets under or in connection with the Credit Documents or the transactions contemplated therein or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Credit Documents;
- (d) the adequacy, accuracy and/or completeness of any information provided by any person in connection with the Credit Documents or the transactions contemplated therein or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Credit Documents; and
- (e) the right or title of any person in or to, or the value or sufficiency of any part of the Trust Property or the Trust Property Delegated, the priority of any of the Transaction Security or the existence of any other Security affecting the Trust Property or the Trust Property Delegated,

and each Secured Creditor warrants to the Agents that it has not relied on and will not at any time rely on the Agents in respect of any of these matters.

#### 6.8 **No Responsibility to Perfect Security**

The Agents shall not be liable for any omission or defect in, or any failure to preserve or perfect any or all of the Transaction Security including, without limitation, any failure to:

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Credit Party to any of the Trust Property or the Trust Property Delegated;
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any of the Credit Documents or the Transaction Security;
- (c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any applicable laws in any jurisdiction or to give notice to any person of the execution of any of the Credit Documents or of the Transaction Security;
- (d) take, or to require any of the Credit Parties to take, any steps to perfect its title to any of the Trust Property or the Trust Property Delegated or to render the Transaction effective or to secure the creation of any ancillary security under the laws of any jurisdiction; or

(e) require any further assurances in relation to any of the Transaction Security.

**6.9 Insurance**

The Agents shall not be under any obligation to insure any of the Trust Property or the Trust Property Delegated, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in the Credit Documents. The Agents shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance. Where the Agents are named on any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless any Secured Creditor shall have requested it to do so in writing and the Agents shall have failed to do so within 14 days after receipt of that request.

**6.10 Safekeeping**

- (a) Each of the Agents shall be at liberty to place (at the cost of the Credit Parties) any of the Credit Documents and any title deeds or other documents relating to the Transaction Security in any safe custody selected by the Agents or with any financial institution, any company whose business includes the safe custody of documents or any firm of lawyers of good repute and the Agents shall not be responsible for, or required to insure against, any loss incurred in connection with that deposit.
- (b) Each of the Agents may in its absolute discretion make any such arrangements as it thinks fit for allowing any Credit Party or its lawyers or auditors or other advisers access to or possession of any title deeds and other documents relating to the Transaction Security.
- (c) The Agents shall not be responsible for any loss which may result arising out of any deposit, access, possession or other matter provided for in this Clause 6.10.

**6.11 Acceptance of Title**

Each of the Agents shall be entitled to accept without enquiry, and shall not be obliged to investigate, such evidence of right and title as any Credit Party may have to any of the Trust Property or the Trust Property Delegated and shall not be liable for or bound to require any Credit Party to remedy any defect in its right or title.

**6.12 Refrain from Illegality**

Each of the Agents may refrain from doing anything which in its opinion would or might be contrary to any law of any jurisdiction or any directive or regulation binding on it which would or might otherwise render it liable to any person, and the Agents may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

6.13 **Business with the Credit Parties**

Each of the Agents may accept deposits from, lend money to or provide advisory or other services to and generally engage in any kind of banking or other business with any of the Credit Parties whether or not it may or does lead to a conflict with the interests of any of the Secured Creditors and may do so without any obligation to account to or disclose any such arrangements to any person.

6.14 **Agent Division Separate**

In acting as trustee for the Secured Creditors, each of the Agents shall be regarded as acting through its trustee division which shall be treated as a separate entity from any of its other divisions or departments and any information received by any other division or department of the relevant Agent may be treated as confidential and shall not be regarded as having been given to the relevant Agent's trustee division.

6.15 **Exclusion of Liability**

Neither the Agents nor any of their officers, employees or agents makes, or shall at any time be deemed to have made any representation or warranty (express or implied) with regard to, nor shall it be responsible or liable to any person for:

- (a) the adequacy, accuracy or completeness of any representation, warranty, statement or information contained in this Deed or any Credit Document, notice, report or other document, statement or information circulated, delivered or made to any Secured Creditor whether orally or otherwise and whether before, on or after the date of this Deed;
- (b) the execution, delivery, validity, legality, priority, ranking, adequacy, effectiveness, performance, enforceability or admissibility in evidence of this Deed or any Credit Document or any other document referred to in paragraph (a) above or of any Transaction Security created thereby or any obligations imposed thereby or assumed thereunder or any other document, agreement or arrangement entered into, made or executed in anticipation of, pursuant to or in connection therewith;
- (c) anything done or not done by it or any of them under or in connection with this Deed or the Credit Documents;
- (d) any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to any of the Credit Documents or the Transaction Security or otherwise, whether in accordance with an instruction from the Facility Agent or otherwise;
- (e) the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with any of the Credit Documents, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection therewith; or
- (f) any shortfall which arises on the enforcement of the Transaction Security,

and each of the Secured Creditors agrees that it will not take any proceedings or assert or seek to assert against any officer, employee or agent of the Agents any claim it might have against any of them in respect of the matters referred to in this Clause 6.15.

## **7. APPOINTMENT AND REMOVAL OF AGENTS**

### **7.1 Appointment of Additional Agents**

- (a) The Collateral Agent shall, at any time and for any purpose or reason whatsoever, have the power to appoint any person to act either as a new or additional trustee, or as co-trustee jointly with the Collateral Agent, with (subject to the provisions of this Deed) such of the Collateral Agent's rights (including the right to reasonable remuneration and indemnity but not exceeding those conferred on the Collateral Agent by this Deed), duties and obligations as are vested in the Collateral Agent by this Deed or any Credit Document as shall be conferred or imposed on such person by the instrument of such co-trustee's appointment.
- (b) Any such appointment by the Collateral Agent shall be reasonably acceptable to the Company; provided that the Company's consent shall not be required pursuant to this clause (b) if an Event of Default exists at the time of the appointment of the new or additional or co-trustee acting jointly with the Agents.
- (c) The Collateral Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of any such person if the Collateral Agent shall have exercised reasonable care in the selection of such person.
- (d) So long as it continues to be a trustee under this Deed, the Collateral Agent shall have power to remove any such new or additional trustee or co-Collateral Agents with or without cause.
- (e) The remuneration the Collateral Agent may pay to any such person, and any costs and expenses incurred by such person in performing its functions pursuant to that appointment shall, for the purposes of this Deed, be treated as costs and expenses incurred by the Collateral Agent.

### **7.2 Delegation**

The Collateral Agent may at any time delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by any of the Credit Documents and such delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to such restrictions as the Collateral Agent may think fit. Such delegate or sub-delegate shall be responsible for its own acts and omissions and the Agents shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of any such person if the Collateral Agent shall have exercised reasonable care in the selection of such person.

### 7.3 Retirement or Removal of Agents

- (a) The Collateral Agent may retire at any time (without assigning any reason therefor and without being responsible for any costs occasioned by such retirement) by giving not less than 15 Business Days' prior written notice to that effect to the Facility Agent (on behalf of the Lenders) and the Company.
- (b) The Delegate Collateral Agent may not resign except with the prior consent of the Collateral Agent. Only after such consent is received and subject to the other provisions of this Clause 7.3 and without being responsible for any costs occasioned by such resignation, the Delegate Collateral Agent may resign by giving not less than 15 Business Days' prior written notice to that effect to the Facility Agent (on behalf of the Lenders) and the Company.
- (c) The Facility Agent (acting on the instructions of the Required Lenders), after consultation with the Parent, may remove an Agent from its role as trustee under this Deed by giving notice to that effect to the relevant Agent and each of the other Parties to this Deed.
- (d) The retirement or removal of a sole Collateral Agent or Delegate Collateral Agent shall not take effect until (i) the appointment of a successor Collateral Agent or Delegate Collateral Agent, as the case may be, as a co-trustee has been made and (ii) the Facility Agent is satisfied that all things required to be done in order that the relevant Credit Documents continue to provide perfected and enforceable security in favour of the successor Collateral Agent or Delegate Collateral Agent (as applicable) have been done.
- (e) If a notice of retirement or removal has been given under paragraph (a) or (c) above, the power to appoint new Agents shall vest in the Required Lenders. The Required Lenders shall appoint a successor Collateral Agent or Delegate Collateral Agent, as the case may be, who shall be a commercial bank or trust company reasonably acceptable to the Company; provided that the Company's consent shall not be required if (A) an Event of Default exists at the time of appointment of such successor Agent or (B) the replacement of the Delegate Collateral Agent is being made as part of the initial syndication process which will take place on or around the Initial Syndication Date. Such replacement will be effected by the execution and delivery of a Secured Creditor Accession Undertaking (which shall be suitable adapted for the Delegate Collateral Agent). If no successor Agent shall have (i) been appointed by the Required Lenders and (ii) accepted such appointment within 15 Business Days of the giving of such notice, the Facility Agent (acting on the instructions of the Required Lenders), with the consent of the Company (which shall not be unreasonably withheld or delayed), shall then appoint a commercial bank or trust company with capital and surplus of not less than \$500,000,000 as successor Collateral Agent or Delegate Collateral Agent (as applicable) who shall serve as Agent until such time, if any, as the Required Lenders appoint a successor Collateral Agent or Delegate Collateral Agent (as applicable) as provided above; provided that the Company's consent shall not be required pursuant to this clause (d) if an Event of Default exists at the time of appointment of a successor Agent.

- (f) If a successor to the Collateral Agent or the Delegate Collateral Agent is appointed under the provisions of this Deed (i) the retiring Agent shall be discharged from any further obligations under, but shall remain entitled to the benefits of, this Deed and (ii) the successor trustee and each of the other Parties shall have same rights and obligations amongst themselves as they would have had if such successor had been an original party to this Deed.

## **8. CHANGE OF PARTIES**

### **8.1 Assignment**

No party to this Deed may assign all or any of its rights or transfer any of its obligations under this Deed except as expressly contemplated by this Deed, by the Credit Agreement or as may be required by law.

### **8.2 Change of Secured Creditor**

Any person which is (subject only to its accession to this Deed) a permitted assignee or a transferee of a Lender, a transferee of an Other Creditor or a successor Facility Agent, in each case for the purposes of and in accordance with the terms of the Credit Agreement, shall be entitled to execute and deliver to the Collateral Agent a Secured Creditor Accession Undertaking, a Transfer Certificate or Assignment Agreement and, with effect from (x) the date of acceptance by, where appropriate, the Facility Agent (or, if appropriate, the outgoing Facility Agent) and the Collateral Agent or (y) if later, the date specified in that Secured Creditor Accession Undertaking, Transfer Certificate or Assignment Agreement:

- (a) the Secured Creditor ceasing to be a Lender and/or Facility Agent shall be discharged from further obligations towards the Collateral Agent and other Secured Creditors under this Deed and their respective rights against one another shall be cancelled (except in each case for those rights which arose prior to such date); and
- (b) as from that date, the new Lender or Facility Agent shall assume the same obligations, and become entitled to the same rights as it would have had if it had been an original party to this Deed in that capacity.

### **8.3 New Other Creditor**

Any Other Creditor that wishes to become a Party to this Deed in the capacity as a Secured Creditor may become a Party by delivering to the Collateral Agent, a duly completed and executed Secured Creditor Accession Undertaking. With effect from the date of acceptance by the Collateral Agent of a Secured Creditor Accession Undertaking duly executed and delivered to the Collateral Agent by such Other Creditor or, if later, the date specified in that Secured Creditor Accession Undertaking, the Other Creditor shall assume the same obligations and become entitled to the same rights, as if it had been an original Party to this Deed in that capacity.

**9. FEES AND EXPENSES**

**9.1 Transaction and Enforcement Expenses**

The Credit Parties shall, from time to time on demand of the Agents, reimburse the Agents:

- (a) for all reasonable documented out-of-pocket costs and expenses (including legal fees) properly incurred by the Agents, a Receiver or any Delegate in connection with the negotiation, preparation and execution of this Deed and the Credit Documents and the completion of the transactions and perfection of the security contemplated in the Credit Documents; and
- (b) on a full indemnity basis, for all costs and expenses (including legal fees) incurred by the Agents, a Receiver or any Delegate in connection with the exercise, preservation and/or enforcement of the Security, any of the rights, powers and remedies of the Agents and any proceedings instituted by or against the Agents as a consequence of taking or holding the Security or of enforcing those rights, powers and remedies;

in each case, together with any applicable VAT thereon.

**9.2 Stamp Taxes**

The Credit Parties shall promptly pay all stamp, registration, notarial, documentary and other taxes or fees (including any penalties fines, supplements, surcharge or interest relating to such taxes) to which this Deed, the Credit Documents, the Transaction Security or any judgment given in connection with them, is or at any time may be, subject and shall, from time to time, indemnify the Agents on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any such tax or fee.

**9.3 Interest on Demands**

If any Credit Party fails to pay any sum on the due date for payment of that sum the relevant Credit Party shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of section 2.06(b) or (c) (*Interest*) (as applicable) of the Credit Agreement.

**10. AMENDMENTS AND RELEASES**

**10.1 Amendments**

The Company and the Agents, if authorised by the Facility Agent, may amend the terms of, waive any of the requirements of, or grant consents under, this Deed any such amendment, waiver or consent shall be binding on all the Parties to this Deed and the Agents shall be under no liability whatsoever in respect thereof *provided that*:

- (i) the prior consent of all of the Lenders is required to authorise any amendment to Clause 3.1 (*Order of Application*)), this Clause 10 or Clause 11 (*Termination of the Trusts*); and
- (ii) no new or additional obligations may be imposed upon, nor shall any amendment or waiver which relates to the rights of, the Facility Agent or of the Agents (including, without limitation, Clause 4.3 (*Indemnity to Agents*)) be effective without the consent of the Facility Agent or, as the case may be, the Agents.

## 10.2 Releases

Upon:

- (a) a disposal of any of the Trust Property or Trust Property Delegated pursuant to the enforcement of the Security by a Receiver or the Agents;
- (b) a disposal of any of the Trust Property or Trust Property Delegated in accordance with section 14.21(*Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer*) of the Credit Agreement; or
- (c) any other disposal of any of the Trust Property or Trust Property Delegated which is otherwise permitted under the Credit Documents,

the Agents shall (at the cost of the Credit Parties) release that property from the Transaction Security to which it is subject and may execute, without the need for any further authority from the Secured Creditors, any release of the Security or other claim over that asset and to issue any certificates of non-crystallisation of floating charges that may be required or desirable.

## 10.3 Release of Credit Parties

If a Credit Party ceases to be a Credit Party under the Credit Agreement then such Credit Party shall automatically be released as a Credit Party under this Deed. Each of the Parties agrees that the Agents may release any of the Credit Parties from any guarantee or indemnity in the circumstances contemplated by the Credit Agreement. In the case of a Credit Party which is no longer a Credit Party under the Credit Agreement, the Agents shall (at the cost of that Credit Party) release the Security granted by it and the Agents are authorised, without the need for further authority from the Secured Creditors, to execute such agreements or deeds as are necessary to effect such a release.

## 11. TERMINATION OF THE TRUSTS

The trusts set out in this Deed shall terminate on the Discharge Date. At that time the Agents shall release, without recourse or warranty, all of the Transaction Security then held by it.

## 12. REMEDIES AND WAIVERS

No failure by the Agents to exercise, nor any delay by the Agents in exercising, any right or remedy under this Deed shall operate as a waiver thereof nor shall any single

or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

### 13. ADDITIONAL PROVISIONS

#### 13.1 Partial Invalidity

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect or any of the Transaction Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Deed or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Transaction Security under the law of any other jurisdiction.

#### 13.2 Potentially Avoided Payments

If the Agents determine that an amount paid to the Secured Creditors under any Credit Document is being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Deed, such amount shall be regarded as not having been paid.

#### 13.3 Currency Indemnity

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Credit Party hereunder in the currency expressed to be payable herein (the “**specified currency**”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agents could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Credit Parties in respect of any sum due to the Agents hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Agents of any sum adjudged to be so due in such other currency the Agents may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to the Agents in the specified currency, each Credit Party agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Agents against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Agents in the specified currency, the Agents agree to remit such excess to the Company.

#### 13.4 Rights Cumulative

The rights and remedies provided by this Deed are cumulative and not exclusive of any rights or remedies provided by law.

13.5 **The Trustee Acts**

Where there are any inconsistencies between the Trustee Acts and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act.

13.6 **Conflicting provisions**

If there is any conflict between the provisions of this Deed and any Credit Document with regard to instructions to or other matters affecting the Agents, this Deed will prevail. However, nothing in this Deed shall limit the ability of the Agents to exercise any rights, powers and discretions it may have in its capacity as a Secured Creditor.

13.7 **Financial liability**

Nothing contained in this Deed shall require the Agents to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

13.8 **Consents**

Any consents given by the Agents for the purposes of this Deed may be given on such terms and subject to such conditions (if any) as the Agents may require.

14. **NOTICES**

14.1 **Communications in Writing**

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

14.2 **Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 14.1 (*Communications in writing*), the contact details of each of the parties are as follows:

(a) to the Collateral Agent:

Palmengartenstrasse 5-9,  
60325 Frankfurt am Main,  
Germany,

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
Email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

(b) to the Delegate Collateral Agent:

Palmengartenstrasse 5-9,  
60325 Frankfurt am Main,  
Germany,

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
Email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

(c) to the Facility Agent:

Palmengartenstrasse 5-9,  
60325 Frankfurt am Main,  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
Email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

(d) to the Credit Parties:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: [dfarkas@ncl.com](mailto:dfarkas@ncl.com)  
[hflanders@ncl.com](mailto:hflanders@ncl.com)

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: [martinez@apollolp.com](mailto:martinez@apollolp.com)

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: [bfinkelstein@paulweiss.com](mailto:bfinkelstein@paulweiss.com)

or to such other address and/or number as is notified in writing by a Party to the other Parties under this Deed.

### 14.3 **Delivery of Notices**

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified on Clause 14.2 (*Contact Details*) or in the case of the Original Secured Creditors at the addressed identified with its name in Schedule 1 hereto; provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Agents, the Facility Agent and the Company agree that they shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and they shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Agents or the Facility Agent shall not be effective until received by the Agents or the Facility Agent (as applicable), or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Company to the Agents or the Facility Agent, only if it is addressed in such a manner as the Agents or the Facility Agent shall specify for this purpose.

## 15. **GOVERNING LAW AND JURISDICTION**

### 15.1 **Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

### 15.2 **Jurisdiction**

Each of the parties hereto agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed ("**Proceedings**") and, for such purposes, irrevocably submits to the jurisdiction of such courts. Nothing in this Clause 15.2 shall (or shall be construed so as to) limit the right of any Secured Creditor to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings by any Secured Creditor in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

### 15.3 **Appropriate Forum**

For the purpose of Clause 15.2 (*Jurisdiction*), the parties hereto irrevocably waive any objection which they might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and agree(s) not to claim that any such court is not a convenient or appropriate forum.

15.4 **Process Agent**

The Credit Parties agree that the process by which any Proceedings in England are begun may be served on it by being delivered to EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London EC3A 7AR or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Credit Parties, the Credit Parties shall, on the written demand of any Secured Creditor, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Secured Creditor shall be entitled to appoint such a person by written notice to the Credit Parties. Nothing in this paragraph shall affect the right of any Secured Creditor to serve process in any other manner permitted by law.

16. **COUNTERPARTS AND EFFECTIVENESS**

16.1 **Counterparts**

This Deed may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

16.2 **Effectiveness**

This Deed shall take effect and be delivered as a deed on the date on which it is stated to be made notwithstanding that the Agents or any other Party may have executed it under hand only.

**IN WITNESS WHEREOF** this Deed has been executed as a deed by the Credit Parties and has been signed on behalf of the Agents and other Parties.

**ORIGINAL SECURED CREDITORS**

**KFW IPEX-BANK GMBH**

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany  
Telephone: +49 69 7431 2625  
Fax: +49 69 7431 3768  
Attn: Ms Claudia Wenzel  
email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

**FORM OF SECURED CREDITOR ACCESSION UNDERTAKING**

To: KfW IPEX-Bank GmbH, for itself and each of the other Secured Creditors to the Security Trust Deed referred to below.

**THIS UNDERTAKING** is made on [date] by [new Lender/Other Creditor/Facility Agent/Receiver/Delegate] (the “**Acceding Secured Creditor**”) in relation to the Security Trust Deed (the “**Security Trust Deed**”) dated [●] between KfW IPEX-Bank GmbH as Collateral Agent, [KfW IPEX-Bank GmbH] as Delegate Collateral Agent, KfW IPEX-Bank GmbH as facility agent, the Secured Creditors named therein and the Credit Parties. Terms defined in the Security Trust Deed shall bear the same meanings when used in this Undertaking.

In consideration of the Acceding Secured Creditor being accepted as a Secured Creditor for the purposes of the Security Trust Deed, the Acceding Secured Creditor hereby confirms that, as from [date], it intends to be party to the Security Trust Deed as a Secured Creditor, undertakes to perform all the obligations expressed in the Security Trust Deed to be assumed by [the Facility Agent and by]/[a Secured Creditor] and agrees that it shall be bound by all the provisions of the Security Trust Deed, as if it had been an original party to the Security Trust Deed.

This Undertaking shall be governed by and construed in accordance with English law.

**THIS UNDERTAKING** has been entered into on the date stated above.

Acceding [Secured Creditor]/[Facility Agent]

By:

Address for Notices:

Fax:

For attention of:

Accepted by the Collateral Agent:

---

for and on behalf of  
KfW IPEX-Bank GmbH

Date:

Accepted by the [Facility Agent]/[outgoing Facility Agent]:

---

for and on behalf of  
[Insert name of Facility Agent or  
outgoing Facility Agent as appropriate]

Date:

**SIGNATORIES**

**THE COMPANY**

Signed as a deed on behalf of **SEAHAWK ONE, LTD.**, a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

---

Attorney-in-Fact

Name:

Title:

Address:

---

**THE PARENT**

Signed as a deed on behalf of **NCL CORPORATION LTD.**, a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

---

Attorney-in-Fact

Name:

Title:

Address:

---

**THE ORIGINAL SECURED CREDITORS**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

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**Authorised Signatory**

Name:

Title:

Address:

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**THE FACILITY AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

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**Authorised Signatory**

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**Authorised Signatory**

Name:

Title:

Address:

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**THE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

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**Authorised Signatory**

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**Authorised Signatory**

Name:

Title:

Address:

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**THE DELEGATE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

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**Authorised Signatory**

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**Authorised Signatory**

Name:

Title:

Address:

Dated [●] 2014

HULL NO. [\*]

**FORM OF CHARGE OF KFW REFUND GUARANTEES**

between

**SEAHAWK ONE, LTD.**  
as Borrower

and

**KFW IPEX-BANK GMBH**  
as Collateral Agent

and

**KFW IPEX-BANK GMBH**  
as Delegate Collateral Agent

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**THIS CHARGE (this Charge) is dated [●] 2014**

**BETWEEN:**

- (1) **SEAHAWK ONE, LTD.**, a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Borrower**”); and
- (2) **KFW IPEX-BANK GMBH** as collateral agent for and on behalf of the Secured Creditors (the “**Collateral Agent**”, which expression includes any person which is for the time being a collateral agent for the Secured Creditors for the purposes of this Charge).
- (3) **KFW IPEX-BANK GMBH** (the “**Delegate Collateral Agent**”, which expression includes any person which is for the time being a delegate appointed by the Collateral Agent for the purposes of this Charge).

**RECITALS**

- (A) The Lenders are willing to make a loan facility available to the Borrower on the terms and subject to the conditions set out in the Credit Agreement, on condition that the Borrower enters into this Charge as security for its obligations and Liabilities as Borrower under or in relation to the Credit Documents.
- (B) The Board of Directors of the Borrower is satisfied that the Borrower is entering into this Charge for the purposes of its business and that its doing so benefits the Borrower.
- (C) The Borrower and the Delegate Collateral Agent intend this Charge to take effect as a deed.
- (D) Pursuant to the provisions of Clause 2 (*Delegation*) below, the Delegate Collateral Agent holds the benefit of this Charge on trust [for itself and] for the Secured Creditors on the terms of the Credit Agreement and the Security Trust Deed.

**1. INTERPRETATION**

**1.1 Definitions**

In this Charge the following terms have the meanings given to them in this Clause.

“**Acknowledgment of Charge**” means a duly completed acknowledgement of charge in the form set out in Schedule 2 (*Form of Acknowledgement of Charge*) or in such other form as may be approved by the Delegate Collateral Agent.

“**Agreed Rate**” means the rate specified in section 2.06(b) and 2.06(c) (*Interest*) of the Credit Agreement.

“**Charged Property**” means the Borrower’s rights, title, interest and benefits in, to and in respect of the Refund Guarantees.

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“**Construction Contract**” shall mean the shipbuilding contract in relation to the Vessel originally dated 14 June 2013 as subsequently novated, amended and restated on [insert date] July 2014, between the Yard in that capacity, the Borrower as buyer of the Vessel and the Parent as guarantor of the Borrower.

“**Credit Agreement**” means the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein).

“**Credit Agreement Obligations**” means “Credit Document Obligations” as defined in the Credit Agreement.

“**Event of Default**” means an “Event of Default” as defined in the Credit Agreement.

“**Lender Creditors**” means the Agents and the Lenders.

“**Liability**” means any liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“**Notice of Charge**” means a duly completed notice of charge in the form set out in Schedule 1 (*Form of Notice of Charge*) or in such other form as may be approved by the Delegate Collateral Agent.

“**Other Creditors**” means each Lender or any affiliate thereof with which the Borrower and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender’s or affiliate’s successors and assigns, if any.

“**Parent**” means NCL Corporation Ltd., a Bermuda company.

“**Receiver**” means a receiver and manager or any other receiver (whether appointed pursuant to this Charge, pursuant to any statute, by a court or otherwise) of any of the Charged Property.

“**Refund Guarantees**” means any and all refund guarantees from time to time issued in favour of the Borrower by KfW IPEX-Bank GmbH as refund guarantor to secure certain obligations of the Shipbuilder under the Construction Contract.

“**Secured Creditors**” means the Lender Creditors and the Other Creditors.

“**Secured Obligations**” means the Credit Agreement Obligations and the Other Obligations.

“**Security**” means the security created by this Charge.

“**Security Period**” means the period beginning on the date of this Charge and ending on the date upon which the Delegate Collateral Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Credit Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) contingent liabilities for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement).

“**Security Trust Deed**” means the security trust deed dated on or about the date hereof between, *inter alia*, the Collateral Agent as security trustee, the Facility Agent, the Delegate Collateral Agent and the Lenders (each as defined therein).

“**Shipbuilder**” means Meyer Werft GmbH.

#### 1.2 **Continuing Event of Default**

An Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue and (b) such Event of Default has not been waived in accordance with the terms of the Credit Documents.

#### 1.3 **Defined Terms**

Unless this Charge provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Charge.

#### 1.4 **References to Agreements**

Unless otherwise stated, any reference in this Charge to any agreement or document (including any reference to this Charge or any other Credit Document) shall be construed as a reference to:

- (a) such agreement or document as amended, varied, novated or supplemented from time to time;
- (b) any other agreement or document whereby such agreement or document is so amended, varied, novated or supplemented; and
- (c) any other agreement or document entered into pursuant to or in accordance with such agreement or document.

#### 1.5 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

1.6 **Statutes**

Any reference in this Charge to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

1.7 **Implied Covenants**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 4.1 *Charge* or Clause 4.2 *Notice of Charge*:

- (a) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in Section 3(1);
- (b) the words “except to the extent that” and all the words thereafter in Section 3(2); and
- (c) Section 6(2).

1.8 **Third Party Rights**

It is intended that with the consent of the Collateral Agent each of the other Secured Creditors shall be able to enforce the provisions of Clause 17.4 *Currency Indemnity* (which can be amended with the consent of the Collateral Agent but without the consent of the other Secured Creditors), but otherwise a person which is not a party to this Charge shall have no rights to enforce the provisions of this Charge other than those it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.

1.9 **Clause and Schedule Headings**

Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Charge.

**2. DELEGATION**

2.1 Pursuant to the Security Trust Deed, the Collateral Agent hereby appoints the Delegate Collateral Agent to act as trustee with respect to this Charge and to have such rights, powers and duties as the Collateral Agent has or may have pursuant to the terms of the Security Trust Deed including without limitation, the right to be indemnified under Clause 5.1 (*Credit Parties' Indemnity to Agents*) of the Security Trust Deed. The Delegate Collateral Agent hereby accepts such appointment and agrees that it shall exercise all such rights, powers and duties in accordance with the instructions of the Collateral Agent, or in the absence of such instructions, in such manner as it shall reasonably determine acting in good faith and if the Collateral Agent so requires, shall appoint the Collateral Agent to exercise all and any of such rights, powers and duties in its name and on its behalf.

**3. COVENANT TO PAY**

**3.1 Covenant to Pay**

The Borrower agrees that promptly on demand of the Delegate Collateral Agent it will pay to the Delegate Collateral Agent any Secured Obligation which is due but unpaid.

**3.2 Interest**

Any Secured Obligation which is owed by the Borrower under this Charge and is not paid when due shall bear interest at the Agreed Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Borrower on demand of the Delegate Collateral Agent.

**4. LEGAL CHARGE**

**4.1 Charge**

The Borrower hereby charges with full title guarantee the Charged Property to the Delegate Collateral Agent to hold the same on behalf of the Secured Creditors on the terms set out in the Security Trust Deed as security for the payment and discharge of the Secured Obligations.

**4.2 Non-Chargeable Rights**

The Borrower declares that to the extent that any right, title, interest or benefit described in Clause 4.1 (*Charge*) is for any reason not effectively charged pursuant to Clause 4.1 (*Charge*) for whatever reason, it shall:

- (a) hold the benefit of the same on trust for the Delegate Collateral Agent as security for the payment and discharge of the Secured Obligations; and
- (b) promptly upon becoming aware of the same, notify the Delegate Collateral Agent of the same and the reasons therefore and thereafter take such steps as the Delegate Collateral Agent may reasonably require to remove such prohibition or other reason for such incapacity.

#### 4.3 **Notice of Charge**

- (a) As soon as practicable after the execution of this Charge, the Borrower shall deliver to KfW IPEX-Bank GmbH, a Notice of Charge signed by the Borrower.
- (b) As soon as practicable after the execution of any Refund Guarantee entered into after the date of this Charge, the Borrower shall deliver to KfW IPEX-Bank GmbH, a Notice of Charge in respect of such Refund Guarantee.

#### 4.4 **Acknowledgment of Charge**

The Borrower shall use commercially reasonable efforts to procure that as soon as practicable after KfW IPEX-Bank GmbH receives a Notice of Charge, KfW IPEX-Bank GmbH shall deliver to the Delegate Collateral Agent an Acknowledgment of Charge in substantially the form attached hereto or otherwise reasonably acceptable to the Delegate Collateral Agent.

### 5. **THE CONTRACT**

#### 5.1 **No Dealings with the Refund Guarantee**

- (a) The Borrower acknowledges that at all times during the Security Period and other than as expressly set out below, it shall not (nor shall it be entitled to):
  - (i) receive any payments under or in respect of the Refund Guarantees;
  - (ii) agree to any waiver or amendment of or supplement to the terms of the Refund Guarantees other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
  - (iii) terminate, or allow to be terminated, any Refund Guarantee other than where an equivalent replacement Refund Guarantee is entered into by the Borrower on or prior to such termination or where the prior written consent is given by the Facility Agent (not to be unreasonably withheld) to such termination; or
  - (iv) assign, charge or dispose of the Refund Guarantees or any of the Charged Property.

#### 5.2 **Performance of Obligations**

The Borrower shall take, or cause to be taken, all steps reasonably required by the Delegate Collateral Agent to preserve or protect its interests and the interests of the Delegate Collateral Agent in the Refund Guarantees and shall diligently pursue any remedies available to it in respect of any breaches or claims of any party in connection with any of the Refund Guarantees which are necessary to preserve, protect and enforce the interests of the Delegate Collateral Agent in the Refund Guarantees.

## **6. CONTINUING SECURITY**

### **6.1 Continuing and Independent Security**

This Charge shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Delegate Collateral Agent may have at any time for the Secured Obligations or any of them.

### **6.2 New Accounts**

If the Delegate Collateral Agent receives notice of any security created or arising during the Security Period in respect of the Refund Guarantees or any of the Charged Property, or following the occurrence and during the continuation of an Event of Default makes demand of the Parent or the Borrower for payment of any or all of the Secured Obligations:

- (a) the Delegate Collateral Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid by the Parent or the Borrower to the Delegate Collateral Agent in respect of the Secured Obligations, or realised or recovered by the Delegate Collateral Agent under this Charge, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

### **6.3 Avoidance of Payments**

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Delegate Collateral Agent may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Delegate Collateral Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Charge and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

### **6.4 Immediate Recourse**

Neither the Delegate Collateral Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it or them by this Charge or by law to seek to recover amounts due from the Parent or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations.

## 6.5 Waiver of Defences

Neither the obligations of the Borrower under this Charge nor the Security and the rights, powers and remedies conferred on the Delegate Collateral Agent by this Charge or by law, shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person;
- (b) any of the Secured Obligations or any other security held by the Delegate Collateral Agent in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Delegate Collateral Agent in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Delegate Collateral Agent in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Delegate Collateral Agent in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Borrower under this Charge, the Security or any of the rights, powers and remedies conferred on the Delegate Collateral Agent by this Charge or by law.

## 6.6 Appropriation

Neither the Collateral Agent, the Delegate Collateral Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Collateral Agent for application pursuant to the terms of this Charge, until the earlier of:

- (a) the date on which such monies are sufficient to satisfy the Secured Obligations in full and any money so applied could not be the subject of any clawback or similar circumstance; and
- (b) the date on which the Security has been enforced in full and all other remedies that the Collateral Agent may have under or in connection with the Credit Documents in all relevant jurisdictions have been exhausted.

## **7. REPRESENTATIONS AND WARRANTIES**

The Borrower makes the representations and warranties set out in Clauses 7.1 (*Entity Status*) to 7.8 (*Refund Guarantee Terms*). The Borrower acknowledges that each of the Collateral Agent and the Delegate Collateral Agent has entered into this Charge in reliance on those representations and warranties.

### **7.1 Entity Status**

The Borrower (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted and (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

### **7.2 Power and Authority**

The Borrower has the power to enter into and perform this Charge and the transactions contemplated hereby and has taken all necessary action to authorize the entry into and performance of this Charge and such transactions. This Charge constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms and in entering into this Charge and borrowing the Loans, the Borrower is acting on its own account.

### **7.3 Form of Documentation**

This Charge is in proper legal form (under the laws of England, Bermuda and each other jurisdiction where the Borrower is domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of this Charge in England and/or Bermuda it is not necessary that this Charge be filed or recorded with any court or other authority in England and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8 of the Credit Agreement, as applicable.

### **7.4 No Deductions or Withholdings**

All amounts payable by the Borrower hereunder may be made free and clear of and without deduction or withholding for or on account of any Taxation in the Borrower's jurisdiction.

### **7.5 No Filing or Stamp Taxes**

It is not necessary that this Charge be filed, recorded or enrolled with any court or other authority in England (or any other applicable jurisdiction) except as have been made or will be made in accordance with the Credit Agreement, or that any stamp, registration or similar tax be paid on or in relation to this Charge save (i) to the extent that it may be regarded as constituting a charge over book debts and thus as

registrable under the Companies Act 2006 and (ii) recording taxes which have been or will be paid as and to the extent due.

**7.6 No Adverse Interests**

Subject only to the Security and as otherwise contemplated under the Credit Agreement, no person other than the Borrower has any legal or beneficial interest (or any right to claim any such interest) in the Charged Property or any part thereof and the Borrower has not received notice of any such claim.

**7.7 No Disposals**

Save as permitted by the Credit Agreement or this Charge, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of the Charged Property.

**7.8 Refund Guarantee Terms**

The terms of the Refund Guarantees do not restrict or otherwise limit its right to transfer, charge or assign any of the Charged Property pursuant to this Charge.

**7.9 Repetition**

The representations and warranties set out in this Clause 7:

- (a) shall survive the execution of each Credit Document and each Borrowing under the Credit Agreement; and
- (b) are made on the date of this Charge and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

**8. UNDERTAKINGS**

**8.1 Authorisations**

The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Charge and to ensure the legality, validity, enforceability or admissibility in evidence in England and any other applicable jurisdiction of this Charge.

**8.2 No Action**

The Borrower shall not take any action which would cause any of the representations made in Clause 7 (*Representations and Warranties*) to be untrue in any material respect at any time during the Security Period.

**8.3 Notification of Misrepresentation**

The Borrower shall notify each of the Collateral Agent and the Delegate Collateral Agent of the occurrence of any event which results in or may reasonably be expected to result in any of the representations made in Clause 7 (*Representations and Warranties*) being untrue in any material respect when made or when deemed to be repeated.

**8.4 Information**

- (a) The Borrower shall provide each of the Collateral Agent and the Delegate Collateral Agent with such reports and other information regarding the Refund Guarantees as the Collateral Agent and/or the Delegate Collateral Agent may from time to time reasonably request.
- (b) Following the Initial Borrowing Date, the Borrower shall, as soon as reasonably practicable after an additional Refund Guarantee has been issued, deliver a supplement to Schedule 3 (*Details of Refund Guarantees*) to the Collateral Agent and/or the Delegate Collateral Agent with updated information relating to such Refund Guarantee.

**8.5 Delivery of Cash**

Following the occurrence and during the continuation of an Event of Default, the Borrower shall promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received on account of any of the Refund Guarantees in the form received (properly endorsed, but without recourse, for collection where required) to the Delegate Collateral Agent and shall not commingle any such collections or proceeds with its other funds or property and shall hold the same upon an express trust for and on behalf of the Delegate Collateral Agent until delivered.

**8.6 Delivery of Notices**

The Borrower shall promptly deliver a copy of any notice or other correspondence received by it in connection with any of the Refund Guarantees to each of the Collateral Agent and the Delegate Collateral Agent if such notice or correspondence has had or could reasonably be expected to have a material adverse effect on the value of such Refund Guarantee.

**9. FURTHER ASSURANCE**

The Borrower shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent and/or the Delegate Collateral Agent may reasonably require or consider desirable to enable the Delegate Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Charge or to exercise any of the rights conferred on it by this Charge or by law and to that intent the Borrower shall execute all such instruments, deeds and agreements and give all such notices and directions as the Delegate Collateral Agent may consider necessary.

## **10. ENFORCEMENT OF SECURITY**

### **10.1 Security Enforceable**

The Security shall become immediately enforceable if an Event of Default has occurred and is continuing.

### **10.2 Enforcement**

Following the occurrence and during the continuation of an Event of Default, the Delegate Collateral Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Charge or by law at such times and in such manner as it thinks fit.

### **10.3 Power of Sale**

Following the occurrence and during the continuation of an Event of Default, the Delegate Collateral Agent may (without notice to the Borrower) sell or otherwise dispose of the Charged Property and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Charge.

### **10.4 Statutory Powers**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Charge.

### **10.5 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Charge or to any exercise by the Delegate Collateral Agent of its right to consolidate mortgages or its power of sale.

### **10.6 Realisation Accounts**

If the Delegate Collateral Agent enforces the Security (whether by appointment of a Receiver or otherwise), the Delegate Collateral Agent may open and maintain with such financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Charge into any such realisation account pending the application of such moneys pursuant to Clause 12 (*Application of Proceeds*).

## **11. RECEIVERS**

### **11.1 Appointment of Receivers**

At any time after the occurrence and during the continuation of an Event of Default, or if the Borrower requests it to do so, the Delegate Collateral Agent may by a written instrument and without notice to the Borrower appoint one or more persons as Receiver of all or any part of the Charged Property, each such person being entitled to

act individually as well as jointly and being for all purposes the agent of the Borrower.

**11.2 Powers of a Receiver**

In addition to the powers conferred on the Delegate Collateral Agent by this Charge, each Receiver appointed pursuant to Clause 11.1 (*Appointment of Receivers*) shall have in relation to the Charged Property in respect of which such Receiver was appointed all the powers conferred by the Law of Property Act 1925 (as extended by this Charge) on a Receiver appointed under that Act.

**12. APPLICATION OF PROCEEDS**

- (a) Any amounts received or recovered by the Delegate Collateral Agent pursuant to or in connection with this Charge shall be promptly paid to the Collateral Agent and pending such payment the Delegate Collateral Agent shall hold such amounts on trust for the Collateral Agent.
- (b) Any moneys held or received by the Collateral Agent pursuant to paragraph (a) above shall be applied by the Collateral Agent in or towards the discharge of the Secured Obligations in accordance with the provisions of the Credit Agreement.

**13. POWER OF ATTORNEY**

**13.1 Appointment**

By way of security for the performance of its obligations under this Charge, the Borrower hereby irrevocably appoints the Delegate Collateral Agent to be its attorney on its behalf and in its name or otherwise to do any and every thing which the Borrower is obliged to do under the terms of this Charge or which the Delegate Collateral Agent considers necessary or desirable in order to enable the Delegate Collateral Agent to exercise the rights conferred on it by this Charge or by law. Provided always that such power shall not be exercisable by or on behalf of the Delegate Collateral Agent until the occurrence of an Event of Default which is continuing.

**13.2 Ratification**

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever the Delegate Collateral Agent shall do in its capacity as such.

**14. RELEASE OF THE SECURITY**

After the end of the Security Period or otherwise in accordance with Section 14.21 (*Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer*) of the Credit Agreement, the Delegate Collateral Agent and/or the Collateral Agent shall, at the request and cost of the Borrower, execute all such documents and do all such other things as may be required to release the Security, in each case without recourse to or any representation or warranty by or from the Collateral Agent and/or the Delegate Collateral Agent (as applicable).

**15. PAYMENTS**

**15.1 Grossing Up**

All payments by the Borrower under this Charge shall be made without any deductions and free and clear of, and without deduction for or on account of, tax except, in the latter case, to the extent that the Borrower is required by law to make payment subject to tax. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, or paid or payable by the Delegate Collateral Agent to any Secured Creditor, under this Charge, the Borrower shall pay such additional amounts as may be necessary to ensure that the relevant Secured Creditor receives a net amount equal to the full amount which it would have received had payment not been made subject to tax.

**15.2 Payments without Set-off**

Any payment made by the Borrower under this Charge shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

**15.3 Manner of Payment**

Each payment made by the Borrower under this Charge shall be paid in the manner in which payments are to be made by the Borrower under the Credit Agreement.

**16. WAIVERS AND REMEDIES**

No failure by the Delegate Collateral Agent to exercise, nor any delay by the Delegate Collateral Agent in exercising, any right or remedy under this Charge shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

**17. ADDITIONAL PROVISIONS**

**17.1 Partial Invalidity**

If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect or any of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Charge or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Security under the law of any other jurisdiction.

17.2 **Potentially Avoided Payments**

If the Delegate Collateral Agent determines that an amount paid to a Secured Creditor under any Credit Document is being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Charge, such amount shall be regarded as not having been paid.

17.3 **Currency Conversion**

If necessary to apply any sum held or received by the Delegate Collateral Agent in or towards payment of the Secured Obligations, the Delegate Collateral Agent may purchase an amount in another currency and the rate of exchange to be applied shall be that at which, at such time as it considers appropriate, the Delegate Collateral Agent is able to effect such purchase.

17.4 **Currency Indemnity**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "**specified currency**") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Delegate Collateral Agent could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to the Delegate Collateral Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Delegate Collateral Agent of any sum adjudged to be so due in such other currency the Delegate Collateral Agent may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to the Delegate Collateral Agent in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Delegate Collateral Agent against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Delegate Collateral Agent in the specified currency, the Delegate Collateral Agent agrees to remit such excess to the Borrower.

17.5 **Rights Cumulative**

The rights and remedies provided by this Charge are cumulative and not exclusive of any rights or remedies provided by law.

17.6 **Delegate Collateral Agent in Possession**

The Delegate Collateral Agent shall not by reason of its taking any action permitted by this Charge or its taking possession of all or any of the Charged Property be liable to account as mortgagee in possession or, other than as expressly stated in the Security Trust Deed, be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**18. CHARGE**

**18.1 The Borrower's Rights**

The rights of the Borrower under this Charge are not assignable or transferable and the Borrower agrees that it will not purport to assign all or any such rights except as provided under the Credit Agreement.

**18.2 The Delegate Collateral Agent's Rights**

- (a) The rights of the Delegate Collateral Agent under this Charge are assignable in whole or in part without the consent of the Borrower except as provided under the Credit Agreement.
- (b) The Delegate Collateral Agent may not resign except with the prior consent of the Collateral Agent and otherwise, in accordance with the terms of the Security Trust Deed.

**19. NOTICES**

**19.1 Communications in Writing**

Each communication to be made under this Charge shall be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

**19.2 Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 19.1 (*Communications in writing*) the contact details of each of the parties are as follows:

- (a) to the Delegate Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

- (b) to the Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

(c) to the Borrower:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: dfarkas@ncl.com  
hflanders@ncl.com

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: martinez@apollolp.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: bfinkelstein@paulweiss.com

or to such other address and/or number as is notified in writing by a party to the other parties under this Charge.

### 19.3 Delivery of Notices

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified in Clause 19.2 (*Contact Details*); provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Collateral Agent, the Delegate Collateral Agent and the Borrower agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Collateral Agent and the Delegate Collateral Agent shall not be effective until received by the Collateral Agent or the Delegate

Collateral Agent (as applicable), or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Collateral Agent or the Delegate Collateral Agent, only if it is addressed in such a manner as the Collateral Agent and/or the Delegate Collateral Agent shall specify for this purpose.

## **20. GOVERNING LAW**

- (a) This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute relating to the existence, validity or termination of this Charge or any non-contractual obligation arising out of or in connection with this Charge ) (a “**Dispute**”). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 20 is for the benefit of the Collateral Agent on behalf of Secured Creditors and the Delegate Collateral Agent on behalf of Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent and the Delegate Collateral Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Without prejudice to any other mode of service allowed under any relevant law, the Borrower: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent and the Delegate Collateral Agent. Failing this, the Collateral Agent and/or the Delegate Collateral Agent may appoint another agent for this purpose.
- (d) Each party to this Charge expressly agrees and consents to the provisions of this Clause 20.

## **21. COUNTERPARTS AND EFFECTIVENESS**

### **21.1 Counterparts**

This Charge may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

21.2 **Effectiveness**

This Charge shall take effect and be delivered as a deed on the date on which it is stated to be made.

**IN WITNESS WHEREOF** this Charge has been executed as a deed by the Borrower, the Collateral Agent and the Delegate Collateral Agent.

**SCHEDULE 1**  
**FORM OF NOTICE OF CHARGE**

To: KfW IPEX-Bank GmbH as Refund Guarantor

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: [●]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Cc: KfW IPEX-Bank GmbH as Delegate Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an agreement dated [●] (the "**Charge**") and made between Seahawk One, Ltd. (the "**Borrower**"), KfW IPEX-Bank GmbH as Collateral Agent and [●] as delegate (the "**Delegate Collateral Agent**"), the Borrower has assigned to the Delegate Collateral Agent a first priority charge of all of its rights, title, interests and benefits in, to or in respect of the refund guarantee dated [●] and issued by you as refund guarantor in favour of the Borrower pursuant to which you guarantee certain refund obligations of Meyer Werft GmbH, as shipbuilder under the Construction Contract (as defined in the Charge) (the "**Refund Guarantee**"), including all monies which may be payable under or in respect of the Refund Guarantee.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Refund Guarantee should be made to the Delegate Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRP Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein) (the “**Credit Agreement**”)), written notice of the occurrence and continuance of such Event of Default has been delivered to you by the Delegate Collateral Agent, all remedies of the Borrower provided for in the Refund Guarantee or available at law or in equity shall be exercisable by the Delegate Collateral Agent;
- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Refund Guarantee shall be exercisable by the Delegate Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Refund Guarantee are assigned to the Delegate Collateral Agent;
- (e) the Borrower has agreed not to agree to any waiver or amendment of or supplement to the terms of the Refund Guarantee other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Refund Guarantee other than where a replacement Refund Guarantee is issued to the Borrower which meets the Borrower’s requirements under the Construction Contract on or prior to such termination or where the prior written consent is given by the Facility Agent (as defined in the Credit Agreement) to such termination;
- (g) the Delegate Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Refund Guarantee except that to the extent that the Delegate Collateral Agent notifies you in writing that an Event of Default (as referred to in the Charge) has occurred and is continuing. Upon giving such notice, the Delegate Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) (including, without limitation, making a demand under the Refund Guarantee) to the extent stated in that notice and without you being under any duty to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Delegate Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Refund Guarantee. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the

Delegate Collateral Agent from time to time in connection with the Refund Guarantee without further authority or enquiry by you from the Borrower; and

- (i) the Borrower remains liable to perform all its duties and obligations under the Refund Guarantee and the Delegate Collateral Agent is under no obligation of any kind under the Refund Guarantee nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Delegate Collateral Agent with such information relating to the Refund Guarantee as it may from time to time reasonably request and to send copies of all notices issued by you under the Refund Guarantee which have had or would reasonably be expected to have a material adverse effect on the value of the Refund Guarantee, to the Delegate Collateral Agent as well as to the Borrower.

This notice of charge shall terminate, and be of no further force and effect, upon termination of the Charge (as notified to you by the Delegate Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Delegate Collateral Agent.

Yours faithfully

---

For and on behalf of  
**SEAHAWK ONE, LTD.**

**SCHEDULE 2**

**FORM OF ACKNOWLEDGMENT OF CHARGE**

*[To be printed only on copy of the Notice of Charge given]*

To: [●]

[●]

Attn.: [●]

Telephone: [●]

Facsimile: [●]

e-mail: [●]

[●]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "Notice"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any other charges of or over any of the rights, title, interests and benefits in, to or in respect of the Refund Guarantee and that we will comply with the terms of the Notice.

We further agree and confirm that we acknowledge that we shall not challenge the effectiveness of the Charge (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Charge, as applicable).

Yours faithfully

For and on behalf of  
**KfW IPEX-Bank GmbH**  
as Refund Guarantor

By:

Date:

**SCHEDULE 3**

**DETAILS OF REFUND GUARANTEES**

*[Name of Issuer]*

*[Date of Refund Guarantee]*

**SIGNATORIES**

**THE BORROWER**

Signed as a deed on behalf of **SEAHAWK ONE, LTD.**, a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

---

Attorney-in-Fact

Name:

Title:

Address:

**THE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

---

**THE DELEGATE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

[\*]: THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE COMMISSION.

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€665,995,880

**CREDIT AGREEMENT**

among

**NCL CORPORATION LTD.,  
as Parent,**

**SEAHAWK TWO, LTD.,  
as Borrower,**

**VARIOUS LENDERS,**

**KFW IPEX-BANK GMBH,  
as Facility Agent, Collateral Agent and CIRR Agent,**

**KFW IPEX-BANK GMBH,  
as Bookrunner,**

and

**KFW IPEX-BANK GMBH,  
as Hermes Agent**

---

**Dated July 14, 2014**

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**KFW IPEX-BANK GMBH  
as Initial Mandated Lead Arranger**

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EXHIBIT B-2	-	Form of Insurance Broker Certificate
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EXHIBIT D	-	Form of Secretary's Certificate
EXHIBIT E	-	Form of Transfer Certificate
EXHIBIT F	-	Form of Bermuda Share Charge
EXHIBIT G	-	Form of Assignment of Earnings and Insurances
EXHIBIT H	-	Form of Assignment of Charters
EXHIBIT I	-	Form of Deed of Covenants
EXHIBIT J	-	Form of Assignment of Contracts
EXHIBIT K	-	Form of Solvency Certificate
EXHIBIT L	-	Form of Assignment Agreement
EXHIBIT M	-	Form of Compliance Certificate
EXHIBIT N	-	[Intentionally omitted]
EXHIBIT O	-	Form of Assignment of Management Agreements
EXHIBIT P	-	Form of Security Trust Deed
EXHIBIT Q	-	Form of Charge of KfW Refund Guarantees

THIS CREDIT AGREEMENT, is made by way of deed July 14, 2014, among NCL CORPORATION LTD., a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "Parent"), SEAHAWK TWO, LTD., a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "Borrower"), KFW IPEX-BANK GMBH, as a Lender (in such capacity, together with each of the other Persons that may become a "Lender" in accordance with Section 13, each of them individually a "Lender" and, collectively, the "Lenders"), KFW IPEX-BANK GMBH, as Facility Agent (in such capacity, the "Facility Agent"), as Collateral Agent under the Security Documents (in such capacity, the "Collateral Agent") and as CIRR Agent (in such capacity, the "CIRR Agent"), KFW IPEX-BANK GMBH, as Bookrunner (in such capacity, the "Bookrunner"), KFW IPEX-BANK GMBH, as Hermes Agent (in such capacity, the "Hermes Agent"), and KFW IPEX-BANK GMBH, as initial mandated lead arranger in respect of the credit facility provided for herein (in such capacity the "Initial Mandated Lead Arranger"). All capitalized terms used herein and defined in Section 1 are used herein as therein defined.

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders make available to the Borrower a multi-draw term loan credit facility in an aggregate principal amount of up to €665,995,880 and which Loans may be incurred to finance, in part, the construction and acquisition costs of the Vessel and the related Hermes Premium; and

WHEREAS, subject to and upon the terms and conditions set forth herein, the Lenders are willing to make available to the Borrower the term loan facility provided for herein.

NOW, THEREFORE, IT IS AGREED:

SECTION 1. Definitions and Accounting Terms.

1.01 Defined Terms. As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined) and references to this Agreement or any other document (or to any specified provision of this Agreement or any other document) shall be construed as references to this Agreement, that provision or that document as from time to time amended, restated, supplemented and/or novated:

"Acceptable Bank" means (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by S&P or A2 or higher by Moody's or a comparable rating from an internationally recognized credit rating agency; or (b) any other bank or financial institution approved by each Agent.

"Acceptable Flag Jurisdiction" shall mean the Bahamas, Bermuda, Panama, the Marshall Islands, the United States or such other flag jurisdiction as may be acceptable to the Required Lenders in their reasonable discretion.

“Acquisition” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of in excess of fifty percent (50%) of the Capital Stock of any Person or otherwise causing any Person to become a Subsidiary of a Borrower, or (c) a merger, amalgamation or consolidation or any other combination with another Person.

“Adjusted Construction Price” shall mean the sum of the Initial Construction Price of the Vessel and the total permitted increases to the Initial Construction Price of the Vessel pursuant to Permitted Change Orders (it being understood that the Final Construction Price may exceed the Adjusted Construction Price).

“Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, such Person; provided, however, that for purposes of Section 10.05, an Affiliate of the Parent or any of its Subsidiaries, as applicable, shall include any Person that directly or indirectly owns more than 10% of any class of the Capital Stock of the Parent or such Subsidiary, as applicable, and any officer or director of the Parent or such Subsidiary. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding anything to the contrary contained above, for purposes of Section 10.05, neither the Facility Agent, nor the Collateral Agent, nor the Lead Arrangers nor any Lender (or any of their respective affiliates) shall be deemed to constitute an Affiliate of the Parent or its Subsidiaries in connection with the Credit Documents or its dealings or arrangements relating thereto.

“Affiliate Transaction” shall have the meaning provided in Section 10.05.

“Agent” or “Agents” shall mean, individually and collectively, the Facility Agent, the Collateral Agent, the Delegate Collateral Agent, the Hermes Agent and the CIRR Agent.

“Agreement” shall mean this Credit Agreement, as modified, supplemented, amended, restated or novated from time to time.

“Apollo” shall mean Apollo Management, L.P., and its Affiliates.

“Appraised Value” of the Vessel at any time shall mean the fair market value or, as the case may be, the average of the fair market value of the Vessel on an individual charter free basis as set forth on the appraisal or, as the case may be, the appraisals most recently delivered to, or obtained by, the Facility Agent prior to such time pursuant to Section 9.01(c).

“Approved Appraisers” shall mean Brax Shipping AS; Barry Rogliano Salles S.A., Paris; Clarksons, London; R.S. Platou Shipbrokers, A.S., Oslo; and Fearnale, a division of Astrup Fearnley AS, Oslo.

“Approved Stock Exchange” shall mean the New York Stock Exchange, NASDAQ or such other stock exchange in the United States of America, the United Kingdom or

Hong Kong as is approved in writing by the Facility Agent or, in each case, any successor thereto.

“Assignment Agreement” shall mean an Assignment Agreement substantially in the form of Exhibit L (appropriately completed) or any other form agreed between the relevant assignor and assignee (and if required to be executed by the Borrower, the Borrower).

“Assignment of Charters” shall have the meaning provided in the definition of “Collateral and Guaranty Requirements”.

“Assignment of Contracts” shall have the meaning provided in Section 5.07.

“Assignment of Earnings and Insurances” shall have the meaning provided in the definition of “Collateral and Guaranty Requirements”.

“Assignment of Management Agreements” shall have the meaning provided in the definition of “Collateral and Guaranty Requirements”.

“Bankruptcy Code” shall have the meaning provided in Section 11.05(b).

“Basel II” shall mean the “International Convergence of Capital Measurement and Capital Standards, a Revised Framework” published by the Basel Committee on Banking Supervision in June 2004 in the form existing on the date of this Agreement.

“Basel III” shall mean (a) the agreements on capital requirements, a leverage ratio and liquidity standards contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated; (b) the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement – Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and (c) any further guidance or standards published by the Basel Committee on Banking Supervision relating to "Basel III".

“Bookrunner” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Borrower” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Borrowing” shall mean the borrowing of Loans from all the Lenders (other than any Lender which has not funded its share of a Borrowing in accordance with this Agreement) having Commitments on a given date.

“Borrowing Date” shall mean each date (including the Initial Borrowing Date) on which a Borrowing occurs as set forth in Section 2.02.

“Business Day” shall mean any day except Saturday, Sunday and any day which shall be in New York, London or Frankfurt am Main a legal holiday or a day on which banking institutions are authorized or required by law or other government action to close.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock or shares;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Cash Balance” shall mean, at any date of determination, the unencumbered and otherwise unrestricted cash and Cash Equivalents of the NCLC Group.

“Cash Equivalents” shall mean (i) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition, (ii) time deposits and certificates of deposit of any commercial bank having, or which is the principal banking subsidiary of a bank holding company having capital, surplus and undivided profits aggregating in excess of \$200,000,000, with maturities of not more than one year from the date of acquisition by any Person, (iii) repurchase obligations with a term of not more than 90 days for underlying securities of the types described in clause (i) above entered into with any bank meeting the qualifications specified in clause (ii) above, (iv) commercial paper issued by any Person incorporated in the United States rated at least A-1 or the equivalent thereof by S&P or at least B-1 or the equivalent thereof by Moody’s and in each case maturing not more than one year after the date of acquisition by any other Person, and (v) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (i) through (iv) above.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as the same may be amended from time to time, 42 U.S.C. § 9601 et seq.

“Change of Control” shall mean:

- (i) any Third Party:
  - (A) owns legally and/or beneficially and either directly or indirectly at least thirty three per cent (33%) of the ordinary share capital of the Parent; or

(B) has the right or the ability to control either directly or indirectly the affairs of or the composition of the majority of the board of directors (or equivalent) of the Parent; and

at the same time as any of the events described in paragraphs (A) or (B) of this definition have occurred and are continuing, the Permitted Holders in the aggregate do not, directly or indirectly, beneficially own at least 51% of the issued Capital Stock of, and Equity Interest in, the Parent; or

(ii) the Parent (or such parent company of the Parent) ceases to be a listed company on an Approved Stock Exchange without the prior written consent of the Required Lenders,

(and, for the purpose of Section 11.16 “control” of any company, limited partnership or other legal entity (a “body corporate”) controlled by a Permitted Holder means that one or more members of a Permitted Holder in the aggregate has, directly or indirectly, the power to direct the management and policies of such a body corporate, whether through the ownership of more than 50% of the issued voting capital of that body corporate or by contract, trust or other arrangement).

“Charge of KfW Refund Guarantees” shall have the meaning provided in Section 5.07.

“CIRR” means 3.12% per annum being the Commercial Interest Reference Rate determined in accordance with the OECD Arrangement for Officially Supported Export Credits to be applicable to the Loan hereunder (and includes the CIRR administrative margin of 0.20% per annum).

“CIRR Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“CIRR General Terms and Conditions” shall mean the CIRR General Terms and Conditions for interest rate make-up in ship financing schemes (August 29, 2012 edition).

“CIRR Representative” shall mean KfW, acting in its capacity as CIRR mandatary in connection with this Agreement.

“Claims” shall have the meaning provided in the definition of “Environmental Claims”.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collateral” shall mean all property (whether real or personal) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document, including, without limitation, all Share Charge Collateral, all Earnings and Insurance Collateral, the Construction Risk Insurance, the Vessel, each Refund Guarantee, the Construction Contract and all cash and Cash Equivalents at any time delivered as collateral thereunder or as collateral required hereunder.

“Collateral Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto, acting as mortgagee, security trustee or collateral agent for the Secured Creditors pursuant to the Security Documents.

“Collateral and Guaranty Requirements” shall mean with respect to the Vessel, the requirement that:

(i) (A) the Borrower shall have duly authorized, executed and delivered an Assignment of Earnings and Insurances substantially in the form of Exhibit G or otherwise reasonably acceptable to the Lead Arrangers (as modified, supplemented or amended from time to time, the “Assignment of Earnings and Insurances”) (to the extent incorporated into or required by such Exhibit or otherwise agreed by the Borrower and the Lead Arrangers) with appropriate notices, acknowledgements and consents relating thereto and (B) the Borrower shall (x) use its commercially reasonable efforts to obtain, and enter into on or before delivery of the Vessel under the relevant charter referred to below, an Assignment of Charters substantially in the form of Exhibit H (as modified, supplemented or amended from time to time, the “Assignment of Charters”) with (to the extent incorporated into or required by such Exhibit or otherwise agreed by the Borrower and the Lead Arrangers) appropriate notices, acknowledgements and consents relating thereto for any charter or similar contract that has as of the execution date of such charter or similar contract a remaining term of 13 months or greater (including any renewal option) and (y) have obtained a subordination agreement from the charterer for any Permitted Chartering Arrangement that the Borrower has entered into with respect to the Vessel, and shall use commercially reasonable efforts to provide appropriate notices and consents related thereto, together covering all of the Borrower’s present and future Earnings and Insurance Collateral, in each case together with:

(a) proper financing statements (Form UCC-1 or the equivalent) fully prepared for filing in accordance with the UCC or in other appropriate filing offices of each jurisdiction as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect or give notice to third parties of, as the case may be, the security interests purported to be created by the Assignment of Earnings and Insurances; and

(b) certified copies of lien search results (Form UCC-11) listing all effective financing statements that name each Credit Party as debtor and that are filed in the District of Columbia and Florida, together with Form UCC-3 Termination Statements (or such other termination statements as shall be required by local law) fully prepared for filing if required by applicable law to terminate for any financing statement which covers the Collateral except to the extent evidencing Permitted Liens;

(ii) the Borrower shall have duly authorized, executed and delivered an Assignment of Management Agreements in respect of the Management Agreements for the Vessel substantially in the form of Exhibit O or otherwise reasonably acceptable to the Lead Arrangers (as modified, supplemented or amended from time to time, the “Assignment of Management Agreements”) and shall have obtained (or in the case of any Manager that is not a

Subsidiary of the Parent, used commercially reasonable efforts to obtain) a Manager's Undertakings for the Vessel;

(iii) the Borrower shall have duly authorized, executed and delivered, and caused to be registered in the appropriate vessel registry a first priority mortgage and a deed of covenants (as modified, amended or supplemented from time to time in accordance with the terms thereof and hereof, and together with the Vessel Mortgage delivered pursuant to the definition of Flag Jurisdiction Transfer, the "Vessel Mortgage"), substantially in the form of Exhibit I or otherwise reasonably acceptable to the Lead Arrangers with respect to the Vessel, and the Vessel Mortgage shall be effective to create in favor of the Collateral Agent a legal, valid and enforceable first priority security interest, in and Lien upon the Vessel, subject only to Permitted Liens;

(iv) all filings, deliveries of notices and other instruments and other actions by the Credit Parties and/or the Collateral Agent necessary or desirable in the reasonable opinion of the Collateral Agent to perfect and preserve the security interests described in clauses (i) through and including (iii) above shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to the Collateral Agent; and

(v) the Facility Agent shall have received each of the following:

(a) certificates of ownership from appropriate authorities showing (or confirmation updating previously reviewed certificates and indicating) the registered ownership of the Vessel by the Borrower; and

(b) the results of maritime registry searches with respect to the Vessel, indicating that the Vessel has been deleted from all new building registers and that there are no record liens other than Liens in favor of the Collateral Agent and/or the Lenders and Permitted Liens; and

(c) class certificates reasonably satisfactory to it from DNV GL or another classification society listed on Schedule 8.21 hereto (or another internationally recognized classification society reasonably acceptable to the Facility Agent), indicating that the Vessel meets the criteria specified in Section 8.21; and

(d) certified copies of all Management Agreements; and

(e) certified copies of all ISM and ISPS Code documentation for the Vessel; and

(f) the Facility Agent shall have received a report, in substantially the form of Exhibit B-1 or otherwise reasonably acceptable to the Facility Agent, from BankAssure or another firm of independent marine insurance brokers reasonably acceptable to the Facility Agent with respect to the insurance maintained (or to be maintained) by the Credit Parties in respect of the Vessel, together with a certificate in substantially the form of Exhibit B-2 or otherwise

reasonably acceptable to the Facility Agent, from another broker certifying that such insurances (i) are placed with such insurance companies and/or underwriters and/or clubs, in such amounts, against such risks, and in such form, as are customarily insured against by similarly situated insureds and (ii) include the Required Insurance. In addition, the Borrower shall reimburse the Facility Agent for the reasonable and documented costs of procuring customary mortgagee interest insurance and additional perils insurance in connection with the Vessel as contemplated by Section 9.03 (including Schedule 9.03).

“Collateral Disposition” shall mean (i) the sale, lease, transfer or other disposition of the Vessel by the Borrower to any Person (it being understood that a Permitted Chartering Arrangement is not a Collateral Disposition) or the sale of 100% of the Capital Stock of the Borrower or (ii) any Event of Loss of the Vessel.

“Commitment” shall mean, for each Lender, the amount denominated in Euro set forth opposite such Lender’s name in Schedule 1.01(a) hereto as the same may be (x) reduced from time to time pursuant to Sections 3.04, 3.05, 4.01, 4.02 and/or 11 or (y) adjusted from time to time as a result of assignments and/or transfers to or from such Lender pursuant to Section 2.12 or Section 13.

“Commitment Termination Date” shall mean the date falling [\*] after the last scheduled Delivery Date as at the date of this Agreement, namely [\*].

“Commitment Commission” shall have the meaning provided in Section 3.01.

“Consolidated Debt Service” shall mean, for any relevant period, the sum (without double counting), determined in accordance with GAAP, of:

- (i) the aggregate principal payable or paid during such period on any Indebtedness for Borrowed Money of any member of the NCLC Group, other than:
  - (a) principal of any such Indebtedness for Borrowed Money prepaid at the option of the relevant member of the NCLC Group or by virtue of “cash sweep” or “special liquidity” cash sweep provisions (or analogous provisions) in any debt facility of the NCLC Group;
  - (b) principal of any such Indebtedness for Borrowed Money prepaid upon a sale or an Event of Loss of any vessel (as if references in that definition were to all vessels and not just the Vessel) owned or leased under a capital lease by any member of the NCLC Group; and
  - (c) balloon payments of any such Indebtedness for Borrowed Money payable during such period (and for the purpose of this paragraph (c) a “balloon payment” shall not include any scheduled repayment installment of such Indebtedness for Borrowed Money which forms part of the balloon);

- (ii) Consolidated Interest Expense for such period;
- (iii) the aggregate amount of any dividend or distribution of present or future assets, undertakings, rights or revenues to any shareholder of any member of the NCLC Group (other than the Parent, or one of its wholly owned Subsidiaries) or any Dividends other than tax distributions (including, without limitation, tax distributions of the type referred to in Section 10.03) in each case paid during such period; and
- (iv) all rent under any capital lease obligations by which the Parent, or any consolidated Subsidiary is bound which are payable or paid during such period and the portion of any debt discount that must be amortized in such period,

as calculated in accordance with GAAP and derived from the then latest consolidated unaudited financial statements of the NCLC Group delivered to the Facility Agent in the case of any period ending at the end of any of the first three fiscal quarters of each fiscal year of the Parent and the then latest audited consolidated financial statements (including all additional information and notes thereto) of the Parent and its consolidated Subsidiaries together with the auditors' report delivered to the Facility Agent in the case of the final quarter of each such fiscal year.

"Consolidated EBITDA" shall mean, for any relevant period, the aggregate of:

- (i) Consolidated Net Income from the Parent's operations for such period; and
- (ii) the aggregate amounts deducted in determining Consolidated Net Income for such period in respect of gains and losses from the sale of assets or reserves relating thereto, Consolidated Interest Expense, depreciation and amortization, impairment charges and any other non-cash charges and deferred income tax expense for such period.

"Consolidated Interest Expense" shall mean, for any relevant period, the consolidated interest expense (excluding capitalized interest) of the NCLC Group for such period.

"Consolidated Net Income" shall mean, for any relevant period, the consolidated net income (or loss) of the NCLC Group for such period as determined in accordance with GAAP.

"Construction Contract" shall mean the Shipbuilding Contract (in relation to Hull No. [\*]) for the Vessel, originally dated June 14, 2013 and as subsequently novated, amended and restated on July 8, 2014, among the Yard in that capacity, the Borrower, as buyer of the Vessel and the Parent as guarantor of the Borrower, as such Shipbuilding Contract may be amended, modified or supplemented from time to time in accordance with the terms thereof and hereof.

“Construction Risk Insurance” shall mean any and all insurance policies related to the Construction Contract and the construction of the Vessel.

“Credit Documents” shall mean this Agreement, any Fee Letters, each Security Document, the Security Trust Deed, any Transfer Certificate, any Assignment Agreement, the Interaction Agreement and, after the execution and delivery thereof, each additional guaranty or additional security document executed pursuant to Section 9.10.

“Credit Document Obligations” shall mean, except to the extent consisting of obligations, liabilities or indebtedness with respect to Interest Rate Protection Agreements or Other Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with this Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guaranty) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in this Agreement and in such other Credit Documents.

“Credit Party” shall mean the Borrower, the Parent and each Subsidiary of the Parent that owns a direct interest in the Borrower.

“Default” shall mean any event, act or condition which with notice or lapse of time, or both, would constitute an Event of Default.

“Defaulting Lender” shall mean any Lender with respect to which a Lender Default is in effect.

“Delegate Collateral Agent” shall mean KFW IPEX Bank GmbH or such other person as the Collateral Agent shall notify to the other parties hereto as the person who has been appointed as a delegate collateral agent, acting in its capacity as trustee for the Secured Creditors with respect to the Trust Property Delegated (as defined in the Security Trust Deed) pursuant to the Security Trust Deed.

“Delivery Date” shall mean the date of delivery of the Vessel to the Borrower, which, as of the Effective Date, is scheduled to occur on [\*].

“Discharged Rights and Obligations” shall have the meaning provided in Section 13.06(c)(i).

“Dispute” shall have the meaning provided in Section 14.07(b).

“Disqualified Stock” means, with respect to any Person, any Capital Stock of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is redeemable or exchangeable), or upon the happening of any event:

(1) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise (other than as a result of a change of control or asset sale),

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock of such Person, or

(3) is redeemable at the option of the holder thereof, in whole or in part (other than solely as a result of a change of control or asset sale), in each case prior to 91 days after the Maturity Date; provided, however, that only the portion of Capital Stock which so matures or is mandatorily redeemable, is so convertible or exchangeable or is so redeemable at the option of the holder thereof prior to such date shall be deemed to be Disqualified Stock; provided, however, that if such Capital Stock is issued to any employee or to any plan for the benefit of employees of the Parent or its Subsidiaries or by any such plan to such employees, such Capital Stock shall not constitute Disqualified Stock solely because it may be required to be repurchased by the Parent in order to satisfy applicable statutory or regulatory obligations or as a result of such employee’s termination, death or disability; provided, further, that any class of Capital Stock of such Person that by its terms authorizes such Person to satisfy its obligations thereunder by delivery of Capital Stock that is not Disqualified Stock shall not be deemed to be Disqualified Stock.

“Disruption Event” means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with this Agreement (or otherwise in order for the transactions contemplated by the Credit Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the parties to this Agreement; or

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a party to this Agreement preventing such party, or any other party to this Agreement:

(i) from performing its payment obligations under the Credit Documents; or

(ii) from communicating with other parties to this Agreement in accordance with the terms of the Credit Documents,

and which (in either such case) is not caused by, and is beyond the control of, the party to this Agreement whose operations are disrupted.

“Dividend” shall mean, with respect to any Person, that such Person or any Subsidiary of such Person has declared or paid a dividend or returned any equity capital to its

stockholders, partners or members or the holders of options or warrants issued by such Person with respect to its Capital Stock or membership interests or authorized or made any other distribution, payment or delivery of property (other than common stock or the right to purchase any of such stock of such Person) or cash to its stockholders, partners or members or the holders of options or warrants issued by such Person with respect to its Capital Stock or membership interests as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for a consideration any shares of any class of its Capital Stock or any other Capital Stock outstanding on or after the Effective Date (or any options or warrants issued by such Person with respect to its Capital Stock or other Equity Interests), or set aside any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for a consideration any shares of any class of the Capital Stock or any other Equity Interests of such Person outstanding on or after the Effective Date (or any options or warrants issued by such Person with respect to its Capital Stock or other Equity Interests). Without limiting the foregoing, "Dividends" with respect to any Person shall also include all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of any funds for the foregoing purposes.

"Dollars" and the sign "\$" shall each mean lawful money of the United States.

"Dollar Equivalent" shall mean:

(a) with respect to the Euro denominated Commitments being utilized on a Borrowing Date and which are in respect of the Euro amounts payable in respect of the Adjusted Construction Price, the amount calculated by applying (x) in the event that the Borrower and/or the Parent have entered into Earmarked Foreign Exchange Arrangements with respect to the installment payment to be partially financed by the Loans to be disbursed on such Borrowing Date, the EUR/USD weighted average rate with respect to such Borrowing Date (i) as notified by the Borrower to the Facility Agent in the Notice of Borrowing at least three Business Days prior to the relevant Borrowing Date, (ii) which EUR/USD weighted average rate for any particular set of Earmarked Foreign Exchange Arrangements shall take account of all applicable foreign exchange spot, forward and derivative arrangements, including collars, options and the like, entered into in respect of such Borrowing Date and (iii) for which the Borrower has provided evidence to the Facility Agent to determine which foreign exchange arrangements (including spot transactions) will be the Earmarked Foreign Exchange Arrangements that shall apply to such Borrowing Date and (y) in the event that the Borrower and/or the Parent have not entered into Earmarked Foreign Exchange Arrangements with respect to the installment payment to be partially or wholly funded by the Loans to be disbursed on such Borrowing Date or the Borrower has not provided the evidence referred to in (iii) above, the Spot Rate applicable to such Borrowing Date.

(b) with respect to the calculation and payment of the Hermes Issuing Fee and the Hermes Premium in Dollars, the amount thereof in Euro converted to a corresponding Dollar amount as determined by Hermes on the basis of the latest rate for the purchase of Euro with Dollars to be published by the German Federal Ministry of Finance prior to the time that Hermes issues its invoice for the Hermes Issuing Fee and the Hermes Premium

respectively and as notified by the Facility Agent in writing to the Borrower as soon as practicable after Hermes issues its invoice for the Hermes Issuing Fee and the Hermes Premium.

“Dormant Subsidiary” means a Subsidiary that owns assets in an amount equal to no more than \$5,000,000 or is dormant or otherwise inactive.

“Earmarked Foreign Exchange Arrangements” shall mean the Euro/Dollar foreign exchange arranged by the Borrower and/or the Parent in connection with an installment payment to be partially financed by the Loans to be disbursed on the date on which such installment payment is to be made.

“Earnings and Insurance Collateral” shall mean all “Earnings” and “Insurances”, as the case may be, as defined in the Assignment of Earnings and Insurances.

“Effective Date” has the meaning specified in Section 14.09.

“Eligible Transferee” shall mean and include a commercial bank, insurance company, financial institution, fund or other Person which regularly purchases interests in loans or extensions of credit of the types made pursuant to this Agreement.

“Environmental Approvals” shall have the meaning provided in Section 8.17(b).

“Environmental Claims” shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, notices of noncompliance or violation, relating in any way to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law (hereafter, “Claims”), including, without limitation, (a) any and all Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief in connection with alleged injury or threat of injury to health, safety or the environment due to the presence of Hazardous Materials.

“Environmental Law” shall mean any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy and rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, to the extent binding on the Parent or any of its Subsidiaries, relating to the environment, and/or Hazardous Materials, including, without limitation, CERCLA; OPA; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (to the extent it regulates occupational exposure to Hazardous Materials); and any state and local or foreign counterparts or equivalents, in each case as amended from time to time.

“Environmental Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration into the environment.

“Equity Interests” means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

“Euro” and the sign “€” shall each mean single currency in the member states of the European Communities that adopt or have adopted the Euro as its lawful currency under the legislation of the European Union for European Monetary Union.

“Eurodollar Rate” shall mean with respect to each Interest Period for a Loan, the offered rate for deposits of Dollars for a period equivalent to such period at or about 11:00 A.M. (Frankfurt time) on the second Business Day before the first day of such period as is displayed on Reuters LIBOR 01 Page (or such other service as may be nominated by ICE Benchmark Administration Limited (or any other person which takes on the administration of that rate) as the information vendor for displaying the London Interbank Offered Rates of major banks in the London Interbank Market) (the “Screen Rate”), provided that if on such date no such rate is so displayed, the Eurodollar Rate for such period shall be the arithmetic average (rounded up to five decimal places) of the rate quoted to the Facility Agent by the Reference Banks for deposits of Dollars in an amount approximately equal to the amount in relation to which the Eurodollar Rate is to be determined for a period equivalent to such applicable Interest Period by the prime banks in the London interbank Eurodollar market at or about 11:00 A.M. (Frankfurt time) on the second Business Day before the first day of such period (rounded up to five decimal places).

“Event of Default” shall have the meaning provided in Section 11.

“Event of Loss” shall mean any of the following events: (x) the actual or constructive total loss of the Vessel or the agreed or compromised total loss of the Vessel; or (y) the capture, condemnation, confiscation, requisition (but excluding any requisition for hire by or on behalf of any government or governmental authority or agency or by any persons acting or purporting to act on behalf of any such government or governmental authority or agency), purchase, seizure or forfeiture of, or any taking of title to, the Vessel. An Event of Loss shall be deemed to have occurred: (i) in the event of an actual loss of the Vessel, at the time and on the date of such loss or if such time and date are not known at noon Greenwich Mean Time on the date which the Vessel was last heard from; (ii) in the event of damage which results in a constructive or compromised or arranged total loss of the Vessel, at the time and on the date on which notice claiming the loss of the Vessel is given to the insurers; or (iii) in the case of an event referred to in clause (y) above, at the time and on the date on which such event is expressed to take effect by the Person making the same. Notwithstanding the foregoing, if the Vessel shall have been returned to the Borrower or any Subsidiary of the Borrower following any event referred to in clause (y) above prior to the date upon which payment is required to be made under Section 4.02(b) hereof, no Event of Loss shall be deemed to have occurred by reason of such event so long as the requirements set forth in Section 9.10 have been satisfied.

“Excluded Taxes” shall have the meaning provided in Section 4.04(a).

“Existing Lender” shall have the meaning provided in Section 13.01(a).

“Facility Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Facility Office” means (a) in respect of a Lender, the office or offices notified by that Lender to the Facility Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days’ written notice) as the office or offices through which it will perform its obligations under this Agreement; or (b) in respect of any other Lender Creditor, the office in the jurisdiction in which it is resident for tax purposes.

“FATCA” means:

- (i) sections 1471 to 1474 of the Code or any associated regulations;
- (ii) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (i) above; or
- (iii) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (i) or (ii) above with the U.S. Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

“FATCA Application Date” means:

- (i) in relation to a “withholdable payment” described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the U.S.), 1 July 2014;
- (ii) in relation to a “withholdable payment” described in section 1473(1)(A)(ii) of the code (which relates to “gross proceeds” from the disposition of property of a type that can produce interest from sources within the U.S.), 1 January 2017; or
- (iii) in relation to a “passthru payment” described in section 1471(d)(7) of the Code not falling within paragraphs (i) or (ii) above, 1 January 2017,

or in each case, such other date from which such payment may become subject to a deduction or withholding required by FATCA as a result of any change in FATCA after the date of this Agreement.

“FATCA Deduction” means a deduction or withholding from a payment under a Credit Document required by FATCA.

“FATCA Exempt Party” means a party to this Agreement that is entitled to receive payments free from any FATCA Deduction.

“FATCA FFI” means a foreign financial institution as defined in Section 1471(d)(4) of the Code which, if any Lender is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

“Fee Letter” means any letter or letters entered into by reference to this Agreement between any or all of the Facility Agent, the Initial Mandated Lead Arranger and/or the Lenders and (in any case) the Borrower setting out the amount of certain fees referred to in, or payable in connection with, this Agreement.

“Final Construction Price” shall mean the actual final construction price of the Vessel.

“First Hermes Installment” shall have the meaning provided in Section 2.02(a)(ii).

“Fixed Interest Payment Date” shall mean (i) prior to the Delivery Date, each sixth month anniversary of the Initial Borrowing Date, (ii) the Delivery Date and (iii) after the Delivery Date, each semi-annual date on which a Scheduled Repayment is required to be made pursuant to Section 4.02(a) (or, if any of the above dates does not fall on a Business Day, the Fixed Interest Payment Date shall fall on the first Business Day falling after such date).

“Fixed Rate” shall mean the percentage rate per annum equal to the aggregate of (a) the Fixed Rate Margin and (b) the CIRR.

“Fixed Rate Interest Period” shall mean the period commencing on the Initial Borrowing Date and ending on the immediately succeeding Fixed Interest Payment Date and thereafter each period commencing on a Fixed Interest Payment Date and ending on the immediately succeeding Fixed Interest Payment Date.

“Fixed Rate Margin” means a percentage rate per annum equal to 0.80% per annum.

“Flag Jurisdiction Transfer” shall mean the transfer of the registration and flag of the Vessel from one Acceptable Flag Jurisdiction to another Acceptable Flag Jurisdiction, provided that the following conditions are satisfied with respect to such transfer:

(i) On each Flag Jurisdiction Transfer Date, the Borrower shall have duly authorized, executed and delivered, and caused to be recorded in the appropriate vessel registry a Vessel Mortgage that is reasonably satisfactory in form and substance to the Facility Agent with respect to the Vessel and such Vessel Mortgage shall be effective to create in favor of the Collateral Agent and/or the Lenders a legal, valid and enforceable first priority security interest, in and lien upon the Vessel, subject only to Permitted Liens. All filings, deliveries of instruments and other actions necessary or desirable in the reasonable opinion of the Collateral Agent to perfect and preserve such security interests shall have been duly effected and the Collateral Agent shall have received evidence thereof in form and substance reasonably satisfactory to the Collateral Agent.

(ii) On each Flag Jurisdiction Transfer Date, to the extent that any Security Documents are released or discharged pursuant to Section 14.21(b), the Borrower shall

have duly authorized, executed and delivered corresponding Security Documents in favor of the Collateral Agent for the new Acceptable Flag Jurisdiction.

(iii) On each Flag Jurisdiction Transfer Date, the Facility Agent shall have received from counsel, an opinion addressed to the Facility Agent and each of the Lenders and dated such Flag Jurisdiction Transfer Date, which shall (x) be in form and substance reasonably acceptable to the Facility Agent and (y) cover the recordation of the security interests granted pursuant to the Vessel Mortgage to be delivered on such date and such other matters incident thereto as the Facility Agent may reasonably request.

(iv) On each Flag Jurisdiction Transfer Date:

(A) The Facility Agent shall have received (x) certificates of ownership from appropriate authorities showing (or confirmation updating previously reviewed certificates and indicating) the registered ownership of the Vessel transferred on such date by the Borrower and (y) the results of maritime registry searches with respect to the Vessel transferred on such date, indicating no recorded liens other than Liens in favor of the Collateral Agent and/or the Lenders and, if applicable and to the extent recordable, Permitted Liens.

(B) The Facility Agent shall have received a report, in form and scope reasonably satisfactory to the Facility Agent, from a firm of independent marine insurance brokers reasonably acceptable to the Facility Agent with respect to the insurance maintained by the Credit Party in respect of the Vessel transferred on such date, together with a certificate from another broker certifying that such insurances (i) are placed with such insurance companies and/or underwriters and/or clubs, in such amounts, against such risks, and in such form, as are customarily insured against by similarly situated insureds for the protection of the Facility Agent and/or the Lenders as mortgagee and (ii) conform with the Required Insurance applicable to the Vessel.

(v) On or prior to each Flag Jurisdiction Transfer Date, the Facility Agent shall have received a certificate, dated the Flag Jurisdiction Transfer Date, signed by any one of the chairman of the board, the president, any vice president, the treasurer or an authorized manager, member, general partner, officer or attorney-in-fact of the Borrower, certifying that (A) all necessary governmental (domestic and foreign) and third party approvals and/or consents in connection with the Flag Jurisdiction Transfer being consummated on such date and otherwise referred to herein shall have been obtained and remain in effect or that no such approvals and/or consents are required, (B) there exists no judgment, order, injunction or other restraint prohibiting or imposing materially adverse conditions upon such Flag Jurisdiction Transfer or the other related transactions contemplated by this Agreement and (C) copies of resolutions approving the Flag Jurisdiction Transfer of the Borrower and any other related matters the Facility Agent may reasonably request.

(vi) On each Flag Jurisdiction Transfer Date, the Collateral and Guaranty Requirements for the Vessel shall have been satisfied or waived by the Facility Agent for a specific period of time.

“Flag Jurisdiction Transfer Date” shall mean the date on which a Flag Jurisdiction Transfer occurs.

“Floating Rate” shall mean the percentage rate per annum equal to the aggregate of (a) the Floating Rate Margin plus (b) the Eurodollar Rate plus (c) any Mandatory Costs.

“Floating Rate Interest Period” shall have the meaning provided in Section 2.08.

“Floating Rate Margin” shall mean a percentage per annum equal to 1.00%.

“Free Liquidity” shall mean, at any date of determination, the aggregate of the Cash Balance and any Commitments under this Agreement or any other amounts available for drawing under other revolving or other credit facilities of the NCLC Group, which remain undrawn, could be drawn for general working capital purposes or other general corporate purposes and would not, if drawn, be repayable within six months.

“GAAP” shall have the meaning provided in Section 14.06(a).

“Grace Period” shall have the meaning provided in Section 11.05(c).

“Guarantor” shall mean Parent.

“Hazardous Materials” shall mean: (a) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous waste,” “hazardous materials,” “extremely hazardous substances,” “restricted hazardous waste,” “toxic substances,” “toxic pollutants,” “contaminants,” or “pollutants,” or words of similar import, under any applicable Environmental Law; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority under Environmental Laws.

“Heads of Terms” shall have the meaning provided in Section 14.09.

“Hermes” shall mean Euler Hermes Deutschland AG, Friedensallee 254, 22763 Hamburg acting in its capacity as representative of the Federal Republic of Germany in connection with the issuance of export credit guarantees.

“Hermes Agent” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto, acting as attorney-in-fact for the Lenders with respect to the Hermes Cover to the extent described in this Agreement.

“Hermes Cover” shall mean the export credit guarantee (*Exportkreditgarantie*) on the terms of Hermes’ Declaration of Guarantee (*Gewährleistungs-Erklärung*) for 95% of the principal amount of the Loans and any interests and secondary financing costs of the Federal Republic of Germany acting through Euler Hermes Kreditversicherungs-AG for the period of the Loans on the terms and conditions applied for by the Lenders, and shall include any successor thereto (it being understood that the Hermes Cover shall be issued on the basis of Hermes’ applicable Hermes guidelines (*Richtlinien*) and general terms and conditions (*Allgemeine Bedingungen*)).

“Hermes Issuing Fees” shall mean the Dollar Equivalent of the amount of [\*] payable in Dollars by the Borrower to Hermes through the Hermes Agent by way of handling fees in respect of the Hermes Cover.

“Hermes Premium” shall mean the Dollar Equivalent of the Euro amount payable by the Borrower to Hermes through the Hermes Agent in respect of the Hermes Cover, which shall not exceed the Dollar Equivalent of [\*].

“Impaired Agent” shall mean an Agent at any time when:

- (i) it has failed to make (or has notified a party to this Agreement that it will not make) a payment required to be made by it under the Credit Documents by the due date for payment;
- (ii) such Agent otherwise rescinds or repudiates a Credit Document;
- (iii) (if such Agent is also a Lender) it is a Defaulting Lender; or
- (iv) an Insolvency Event has occurred and is continuing with respect to such Agent

unless, in the case of paragraph (i) above: (a) its failure to pay is caused by administrative or technical error or a Disruption Event, and payment is made within five Business Days of its due date; or (b) such Agent is disputing in good faith whether it is contractually obliged to make the payment in question.

“Indebtedness” shall mean any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent including, without limitation, pursuant to an Interest Rate Protection Agreement or Other Hedging Agreement.

“Indebtedness for Borrowed Money” shall mean Indebtedness (whether present or future, actual or contingent, long-term or short-term, secured or unsecured) in respect of:

- (i) moneys borrowed or raised;
- (ii) the advance or extension of credit (including interest and other charges on or in respect of any of the foregoing);

- (iii) the amount of any liability in respect of leases which, in accordance with GAAP, are capital leases;
- (iv) the amount of any liability in respect of the purchase price for assets or services payment of which is deferred for a period in excess of 180 days;
- (v) all reimbursement obligations whether contingent or not in respect of amounts paid under a letter of credit or similar instrument; and
- (vi) (without double counting) any guarantee of Indebtedness falling within paragraphs (i) to (v) above;

provided that the following shall not constitute Indebtedness for Borrowed Money:

- (a) loans and advances made by other members of the NCLC Group which are subordinated to the rights of the Lenders;
- (b) loans and advances made by any shareholder of the Parent which are subordinated to the rights of the Lenders on terms reasonably satisfactory to the Facility Agent; and
- (c) any liabilities of the Parent or any other member of the NCLC Group under any Interest Rate Protection Agreement or any Other Hedging Agreement or other derivative transactions of a non-speculative nature.

“Information” shall have the meaning provided in Section 8.10(a).

“Initial Borrowing Date” shall mean the date occurring on or after the Effective Date on which the initial Borrowing of Loans hereunder occurs, which date shall, subject to Section 5, coincide with the date of payment of the first installment of the Initial Construction Price for the Vessel under the Construction Contract.

“Initial Construction Price” shall mean an amount of up to €801,220,000 for the construction of the Vessel pursuant to the Construction Contract, payable by the Borrower to the Yard through the four installments of the Contract Price referred to in Article 8, Clauses 2.1(i) through and including (iv) of the Construction Contract (each, a “Pre-delivery Installment”) and the installment of the Contract Price referred to in Article 8, Clause 2.1(v) of the Construction Contract (as such amount may be modified in accordance with the Construction Contract).

“Initial Mandated Lead Arranger” shall have the meaning provided in the first paragraph of this Agreement, and shall include any successor thereto.

“Initial Syndication Date” shall mean the date, if applicable, on which KfW IPEX Bank GmbH ceases to be the only Lender by transferring all or part of its rights as a Lender under this Agreement to one or more banks or financial institutions pursuant to Section 13.

“Insolvency Event” in relation to any of the parties to this Agreement shall mean that such party:

- (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official;
- (v) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition is instituted or presented by a person or entity not described in paragraph (iv) above and (a) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation; or (b) is not dismissed, discharged, stayed or restrained in each case within 30 days of the institution or presentation thereof;
- (vi) has exercised in respect of it one or more of the stabilization powers pursuant to Part 1 of the Banking Act 2009 and/or has instituted against it a bank insolvency proceeding pursuant to Part 2 of the Banking Act 2009 or a bank administration proceeding pursuant to Part 3 of the Banking Act 2009;
- (vii) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (viii) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;

- (ix) has a secured party take possession of all or substantially all its assets or has a distress, an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 days thereafter;
- (x) causes or is subject to any event with respect to which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (i) to (ix) above; or
- (xi) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Interaction Agreement” shall mean the interaction agreement executed or to be executed by, inter alia (i) each Lender that elects to become a Refinanced Bank, (ii) the CIRR Representative, and (iii) the CIRR Agent substantially in the form of Exhibit C.

“Interest Determination Date” shall mean, with respect to any Loan, the second Business Day prior to the commencement of any Interest Period relating to such Loan.

“Interest Period” shall mean either the Fixed Rate Interest Period or, as the context may require, the Floating Rate Interest Period.

“Interest Rate Protection Agreement” shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Borrower in relation to the Credit Document Obligations of the Borrower under this Agreement.

“Interest Make-Up Agreement” shall mean an interest make-up agreement entered into between the CIRR Representative and any Lender pursuant to Section 1.2.4 of the CIRR General Terms and Conditions.

“Investments” shall have the meaning provided in Section 10.04.

“KfW” shall mean KfW in its capacity as refinancing bank with respect to the KfW Refinancing.

“KfW Refinancing” shall mean the refinancing of the respective loans of the Refinanced Banks hereunder with KfW

pursuant to Sections 1.2.1, 1.2.2 and 1.2.3 of the CIRR General Terms and Conditions, as modified by the parties to the KfW Refinancing pursuant to inter alia, the Interaction Agreement.

“Lead Arrangers” shall mean the Initial Mandated Lead Arranger together with and any other bank or financial institution appointed as an arranger by the Initial Mandated Lead Arranger and the Borrower for the purpose of this Agreement.

“Lender” shall mean each financial institution listed on Schedule 1.01(a), as well as any Person which becomes a Lender” hereunder pursuant to Section 13.

“Lender Creditors” shall mean the Lenders holding from time to time outstanding Loans and/or Commitments and the Agents, each in their respective capacities.

“Lender Default” shall mean, as to any Lender, (i) the wrongful refusal (which has not been retracted) of such Lender or the failure of such Lender to make available its portion of any Borrowing, unless such failure to pay is caused by administrative or technical error or a Disruption Event and payment is made within three Business Days of its due date; (ii) such Lender having been deemed insolvent or having become the subject of a takeover by a regulatory authority or with respect to which an Insolvency Event has occurred and is continuing; (iii) such Lender having notified the Facility Agent and/or any Credit Party (x) that it does not intend to comply with its obligations under Section 2.01 in circumstances where such non-compliance would constitute a breach of such Lender’s obligations under such Section or (y) of the events described in preceding clause (ii); or (iv) such Lender not being in compliance with its refinancing obligations owed to KfW under its respective Refinancing Agreement or the Interaction Agreement.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under the UCC or any other similar recording or notice statute, and any lease having substantially the same effect as any of the foregoing); provided that in no event shall an operating lease be deemed to constitute a Lien.

“Lim Family” shall mean:

- (i) the late Tan Sri Lim Goh Tong;
- (ii) his spouse;
- (iii) his direct lineal descendants;
- (iv) the personal estate of any of the above persons; and
- (v) any trust created for the benefit of one or more of the above persons and their estates.

“Loan” and “Loans” shall have the meaning provided in Section 2.01.

“Management Agreements” shall mean any agreements entered into by the Borrower with a Manager, and which agreements shall be reasonably acceptable to the Facility

Agent (it being understood that the form of management agreement attached as Annex A to Exhibit O is acceptable).

“Manager” shall mean (i) the company providing commercial and technical management and crewing services for the Vessel, which is contemplated to be, as of the Delivery Date, NCL Corporation Ltd., a company organized and existing under the laws of Bermuda, or NCL (Bahamas) Ltd., a company organized and existing under the laws of Bermuda (and each of which is approved for such purpose) or (ii) such other commercial manager and/or technical manager with respect to the management of the Vessel reasonably acceptable to the Facility Agent.

“Manager’s Undertakings” shall mean the undertakings, provided by any Manager respecting the Vessel, including, inter alia, a statement satisfactory to the Facility Agent that any lien in favor of a Manager respecting the Vessel is subject and subordinate to the Vessel Mortgage in substantially the form attached to the Assignment of Management Agreements or otherwise reasonably satisfactory to the Facility Agent.

“Mandatory Costs” means the percentage rate per annum calculated in accordance with Schedule 1.01(b).

“Market Disruption Event” shall mean:

- (i) at or about noon on the Interest Determination Date for the relevant Interest Period the Screen Rate is not available and none or (unless at such time there is only one Lender) only one of the Lenders supplies a rate to the Facility Agent to determine the Eurodollar Rate for the relevant Interest Period; or
- (ii) before 5:00 P.M. Frankfurt time on the Interest Determination Date for the relevant Interest Period, the Facility Agent receives notifications from Lenders the sum of whose Commitments and/or outstanding Loans at such time equal at least 50% of the sum of the Total Commitments and/or aggregate outstanding Loans of the Lenders at such time that (x) the cost to such Lenders of obtaining matching deposits in the London interbank Eurodollar market for the relevant Interest Period would be in excess of the Eurodollar Rate for such Interest Period or (y) such Lenders are unable to obtain funding in the London interbank Eurodollar market.

“Material Adverse Effect” shall mean the occurrence of anything since December 31, 2013 which has had or would reasonably be expected to have a material adverse effect on (x) the property, assets, business, operations, liabilities, or condition (financial or otherwise) of the Parent and its subsidiaries taken as a whole, (y) the consummation of the transactions hereunder, the acquisition of the Vessel and the Construction Contract, or (z) the rights or remedies of the Lenders, or the ability of the Parent and its relevant Subsidiaries to perform their obligations owed to the Lenders and the Agents under this Agreement.

“Materials of Environmental Concern” shall have the meaning provided in Section 8.17(a).

“Maturity Date” shall mean the twelfth anniversary of the Borrowing Date in relation to the Delivery Date or, if earlier, the date falling 11 years and 6 months after the date on which the first Scheduled Repayment is required to be made pursuant to Section 4.02(a).

“Moody’s” shall mean Moody’s Investors Service, Inc. and its successors.

“NCLC Fleet” shall mean the vessels owned by the companies in the NCLC Group.

“NCLC Group” shall mean the Parent and its Subsidiaries.

“New Lender” shall mean a Person who has been assigned the rights or transferred the rights and obligations of an Existing Lender, as the case may be, pursuant to the provisions of Section 13.

“Non-Defaulting Lender” shall mean and include each Lender other than a Defaulting Lender.

“Notice of Borrowing” shall have the meaning provided in Section 2.03.

“Notice Office” shall mean in the case of the Facility Agent and the Hermes Agent, the office of the Facility Agent and the Hermes Agent located at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, Attention: Maritime Industries, X2a4, Claudia Wenzel, fax: +49 69 7431 3768, email: claudia.wenzel@kfw.de or such other office as the Facility Agent may hereafter designate in writing as such to the other parties hereto or such other office as the Facility Agent or the Hermes Agent may hereafter designate in writing as such to the other parties hereto.

“OPA” shall mean the Oil Pollution Act of 1990, as amended, 33 U.S.C. § 2701 et seq.

“Other Creditors” shall mean any Lender or any Affiliate thereof and their successors, transferees and assigns if any (even if such Lender subsequently ceases to be a Lender under this Agreement for any reason), together with such Lender’s or Affiliate’s successors, transferees and assigns, with which the Parent and/or the Borrower enters into any Interest Rate Protection Agreements or Other Hedging Agreements from time to time.

“Other Hedging Agreement” shall mean any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Borrower in relation to the Credit Document Obligations of the Borrower under this Agreement and designed to protect against the fluctuations in currency or commodity values.

“Other Obligations” shall mean the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of any Credit Party at the rate provided for in the respective documentation, whether

or not a claim for post-petition interest is allowed in any such proceeding) owing by any Credit Party to the Other Creditors under, or with respect to, any Interest Rate Protection Agreement or Other Hedging Agreement, whether such Interest Rate Protection Agreement or Other Hedging Agreement is now in existence or hereafter arising, and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained therein.

“Parent” shall have the meaning provided in the first paragraph of this Agreement.

“Parent Guaranty” shall mean the guaranty of the Parent pursuant to Section 15.

“Participant Register” shall have the meaning provided in Section 13.11(c).

“PATRIOT Act” shall have the meaning provided in Section 14.09.

“Payment Office” shall mean the office of the Facility Agent located at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, or such other office as the Facility Agent may hereafter designate in writing as such to the other parties hereto.

“Permitted Change Orders” shall mean change orders and similar arrangements under the Construction Contract which increase the Initial Construction Price to the extent that the aggregate amount of such increases does not exceed [\*] (it being understood that the actual amount of change orders and similar arrangements may exceed [\*]).

“Permitted Chartering Arrangements” shall mean:

- (i) any charter or other form of deployment (other than a demise or bareboat charter) of the Vessel made between members of the NCLC Group;
- (ii) any demise or bareboat charter of the Vessel made between members of the NCLC Group provided that (a) each of the Borrower and the charterer assigns the benefit of any such charter or sub-charter to the Collateral Agent, (b) each of the Borrower and the charterer assigns its interest in the insurances and earnings in respect of the Vessel to the Collateral Agent, and (c) the charterer agrees to subordinate its interests in the Vessel to the interests of the Collateral Agent as mortgagee of the Vessel, all on terms and conditions reasonably acceptable to the Collateral Agent;
- (iii) any charter or other form of deployment of the Vessel to a charterer that is not a member of the NCLC Group provided that no such charter or deployment shall be made (a) on a demise or bareboat basis, or (b) for a period which, including the exercise of any options for extension, could be for longer than 13 months, or (c) other than at or about market rate at the time when the charter or deployment is fixed; and
- (iv) any charter or other form of deployment in respect of the Vessel entered into after the Effective Date and which is permissible under the provisions of any financing documents relating to the Vessel.

“Permitted Holders” shall mean (i) the Lim Family (together or individually) and (ii) Apollo and any Person directly controlled by Apollo.

“Permitted Liens” shall have the meaning provided in Section 10.01.

“Person” or “person” shall mean any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise or any government or political subdivision, department or instrumentality thereof.

“Pledgor” shall mean NCL Corporation Ltd. or any direct or indirect Subsidiary of the Parent which directly owns any of the Capital Stock of the Borrower.

“Pre-delivery Installment” shall have the meaning provided in the definition of “Initial Construction Price”.

“Pro Rata Share” shall have the definition provided in Section 4.05(b).

“Projections” shall mean any projections and any forward-looking statements (including statements with respect to booked business) of the NCLC Group furnished to the Lenders or the Facility Agent by or on behalf of any member of the NCLC Group prior to the Effective Date.

“Reference Banks” shall mean Citibank and JPMorgan and any additional or replacement Reference Bank appointed by the Facility Agent with the approval of the Borrower.

“Refinancing Agreement” shall mean each refinancing agreement in respect of the KfW Refinancing.

“Refinanced Bank” shall mean each Lender participating in the KfW Refinancing.

“Refund Guarantee” shall mean a, or if more than one, each refund guarantee arranged by the Yard in respect of a Pre-delivery Installment and provided by one or more financial institutions contemplated by the Construction Contract, or by other financial institutions reasonably satisfactory to the Lead Arrangers, as credit support for the Yard’s obligations thereunder.

“Register” shall have the meaning provided in Section 14.15.

“Relevant Obligations” shall have the meaning provided in Section 13.07(c)(ii).

“Repayment Date” shall mean each semi-annual date on which a Scheduled Repayment is required to be made pursuant to Section 4.02(a).

“Replaced Lender” shall have the meaning provided in Section 2.12.

“Replacement Lender” shall have the meaning provided in Section 2.12.

“Representative” shall have the meaning provided in Section 4.05(d).

“Required Insurance” shall have the meaning provided in Section 9.03.

“Required Lenders” shall mean, at any time, Non-Defaulting Lenders, the sum of whose outstanding Commitments and/or principal amount of Loans at such time represent an amount greater than 66⅔% of the sum of the Total Commitment (less the aggregate Commitments of all Defaulting Lenders at such time) and the aggregate principal amount of outstanding Loans (less the amount of outstanding Loans of all Defaulting Lenders at such time).

“S&P” shall mean Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies, Inc., and its successors.

“Scheduled Repayment” shall have the meaning provided in Section 4.02(a).

“Screen Rate” shall have the meaning specified in the definition of Eurodollar Rate.

“Secured Creditors” shall mean the “Secured Creditors” as defined in the Security Documents.

“Secured Obligations” shall mean (i) the Credit Document Obligations, (ii) the Other Obligations, (iii) any and all sums advanced by any Agent in order to preserve the Collateral or preserve the Collateral Agent’s security interest in the Collateral on behalf of the Lenders, (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of the Credit Parties referred to in clauses (i) and (ii) above, after an Event of Default shall have occurred and be continuing, the expenses in connection with retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder on behalf of the Lenders, together with reasonable attorneys’ fees and court costs, and (v) all amounts paid by any Secured Creditor as to which such Secured Creditor has the right to reimbursement under the Security Documents.

“Security Documents” shall mean, as applicable, the Assignment of Contracts, the Assignment of Earnings and Insurances, the Assignment of Charters, the Assignment of Management Agreements, the Charge of KfW Refund Guarantees, the Share Charge, the Vessel Mortgage, the Deed of Covenants, and, after the execution thereof, each additional security document executed pursuant to Section 9.10 and/or Section 12.01(b).

“Security Trust Deed” shall mean the Security Trust Deed executed by, inter alia, the Borrower, the Guarantor, the Collateral Agent, the Facility Agent, the Original Secured Creditors (as defined therein) and the Delegate Collateral Agent and shall be substantially in the form of Exhibit P or otherwise reasonably acceptable to the Facility Agent.

“Share Charge” shall have the meaning provided in Section 5.06.

“Share Charge Collateral” shall mean all “Collateral” as defined in the Share Charge.

“Signing Date” means the date of this Agreement.

“Sky Vessel” shall mean [\*] presently owned by the Sky Vessel Seller, and registered in the Sky Vessel Seller's name under the laws and flag of the Commonwealth of the Bahamas.

“Sky Vessel Indebtedness” shall mean the financing arrangements in relation to the acquisition of the Sky Vessel in an amount of up to [\*] on the terms set forth in the fully executed memorandum of agreement related to the sale of the Sky Vessel, dated on or around May 30, 2012 (as amended from time to time with the consent of the Lenders as required pursuant to Section 10.11).

“Sky Vessel Seller” shall mean [\*], or any affiliate of [\*].

“Specified Requirements” shall mean the requirements set forth in clauses (i)(A) and (i)(B) (including, for the avoidance of doubt, paragraphs (i)(a) or (i)(b)), (iii), (v)(c) and (v)(f) of the definition of “Collateral and Guaranty Requirements.”

“Spot Rate” shall mean the spot exchange rate quoted by the Facility Agent equal to the weighted average of the rates on the actual transactions of the Facility Agent on the date two Business Days prior to the date of determination thereof (acting reasonably), which spot exchange rate shall be final and conclusive absent manifest error.

“Subsidiary” shall mean, as to any Person, (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary voting power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by such Person and/or one or more Subsidiaries of such Person and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person and/or one or more Subsidiaries of such Person has more than a 50% Equity Interest at the time.

“Supervision Agreements” shall mean any agreements (if any) entered or to be entered into between the Parent, as applicable, the Borrower and a Supervisor providing for the construction supervision of the Vessel, the terms and conditions of which shall be in form and substance reasonably satisfactory to the Facility Agent.

“Supervisor” shall have the meaning provided in the Construction Contract.

“Tax Benefit” shall have the meaning provided in Section 4.04(c).

“Taxes” and “Taxation” shall have the meaning provided in Section 4.04(a).

“Third Party” shall mean any Person or group of Persons acting in concert who or which does not include a member of the Lim Family or Apollo.

“Total Capitalization” shall mean, at any date of determination, the Total Net Funded Debt plus the consolidated stockholders' equity of the NCLC Group at such date determined in accordance with GAAP and derived from the then latest unaudited and consolidated financial statements of the NCLC Group delivered to the Facility Agent in the case

of the first three quarters of each fiscal year and the then latest audited consolidated financial statements of the NCLC Group delivered to the Facility Agent in the case of each fiscal year; provided it is understood that the effect of any impairment of intangible assets shall be added back to stockholders' equity.

"Total Commitment" shall mean, at any time, the sum of the Commitments of the Lenders at such time. On the Effective Date, the Total Commitments shall not exceed €665,995,880.

"Total Net Funded Debt" shall mean, as at any relevant date:

- (i) Indebtedness for Borrowed Money of the NCLC Group on a consolidated basis; and
- (ii) the amount of any Indebtedness for Borrowed Money of any person which is not a member of the NCLC Group but which is guaranteed by a member of the NCLC Group as at such date;

less an amount equal to any Cash Balance as at such date; provided that any Commitments and other amounts available for drawing under other revolving or other credit facilities of the NCLC Group which remain undrawn shall not be counted as cash or indebtedness for the purposes of this Agreement.

"Transaction" shall mean collectively (i) the execution, delivery and performance by each Credit Party of the Credit Documents to which it is a party, the incurrence of Loans on each Borrowing Date and the use of proceeds thereof and (ii) the payment of all fees and expenses in connection with the foregoing.

"Transfer Certificate" means a certificate substantially in the form set out in Exhibit E or any other form agreed between the Facility Agent and the Parent.

"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the relevant jurisdiction.

"United States" and "U.S." shall each mean the United States of America.

"U.S. Tax Obligor" means:

- (i) a Borrower which is resident for tax purposes in the U.S.; or
- (ii) a Credit Party some or all of whose payments under the Credit Documents are from sources within the U.S. for U.S. federal income tax purposes.

"Vessel" shall mean the post-panamax luxury passenger cruise vessel with approximately 164,600 gt and the provisional hull number [\*] to be constructed by the Yard.

"Vessel Mortgage" shall have the meaning provided in the definition of "Collateral and Guaranty Requirements".

“Vessel Value” shall have the meaning set forth in Section 10.08.

“Yard” shall mean Meyer Werft GmbH, Papenburg/Germany, the shipbuilder constructing the Vessel pursuant to the Construction Contract.

SECTION 2. Amount and Terms of Credit Facility.

2.01 The Commitments. Subject to and upon the terms and conditions set forth herein, each Lender severally agrees to make on and after the Initial Borrowing Date and prior to the Commitment Termination Date and at the times specified in Section 2.02 term loans to the Borrower (each, a “Loan” and, collectively, the “Loans”), which Loans (i) shall bear interest in accordance with Section 2.06, (ii) shall be denominated and repayable in Dollars, (iii) shall be disbursed on any Borrowing Date, (iv) shall not exceed on such Borrowing Date for all Lenders the Dollar Equivalent of the maximum available amount for such Borrowing Date as set forth in Section 2.02 and (v) disbursed on any Borrowing Date shall not exceed for any Lender the Dollar Equivalent of the Commitment of such Lender on such Borrowing Date.

2.02 Amount and Timing of Each Borrowing; Currency of Disbursements.(a) The Total Commitments will be available in the amounts and on the dates set forth below:

- (i) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the Initial Borrowing Date;
- (ii) a portion of the Total Commitments equaling [\*] of the Hermes Premium will be available on one or more dates on or after the Initial Borrowing Date (it being understood and agreed that the Lenders shall be authorized to disburse directly to Hermes the proceeds of Loans in an amount equal to the Hermes Premium that is then due and owing, without any action on the part of the Borrower (other than the delivery by the Borrower of a Notice of Borrowing to the Facility Agent in respect thereof). It is acknowledged and agreed that [\*] of the Hermes Premium (the “First Hermes Instalment”) shall be payable directly by the Borrower to Hermes immediately after the execution of this Agreement (which the Borrower hereby agrees to pay from its own funds). On the Initial Borrowing Date the Lenders shall pay directly to the Borrower part of the Loans in an amount equal to the First Hermes Instalment in reimbursement of the First Hermes Instalment so paid by the Borrower;
- (iii) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the date of payment of the second installment of the Initial Construction Price (which date is anticipated to be 24 months prior to the Delivery Date (as per the Construction Contract));
- (iv) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the date of payment of the third installment of the Initial Construction Price for the Vessel (which date is anticipated to be 18 months prior to the Delivery Date (as per the Construction Contract));
- (v) a portion of the Total Commitments not exceeding [\*] of the Initial Construction Price for the Vessel will be available on the date of payment of the fourth

installment of the Initial Construction Price for the Vessel (which date is anticipated to be 12 months prior to the Delivery Date (as per the Construction Contract); and

(vi) a portion of the Total Commitments not exceeding the sum of (a) [\*] of the amount equal to (x) the Initial Construction Price for the Vessel minus (y) any amount payable by the Yard to the Borrower pursuant to Article 8, paragraph 2.8 (viii) of the Construction Contract and further deducting from this amount the aggregate of the amounts that were borrowed pursuant to clauses (i) and (iii)-(v) above, and (b) [\*] of the aggregate amount of the Permitted Change Orders will be available on the Delivery Date.

(b) The Loans made on each Borrowing Date shall be disbursed by the Facility Agent to the Borrower and/or its designee(s), as set forth in Section 2.04, in Dollars and shall be in an amount equal to the applicable Dollar Equivalent of the amount of the Total Commitment in respect of any payments of the Initial Construction Price and/or Permitted Change Orders utilized to make such Loans on such Borrowing Date pursuant to this Section 2.02, provided that in the event that the Borrower has not (i) notified the Facility Agent in the Notice of Borrowing that it has entered into Earmarked Foreign Exchange Arrangements with respect to the amount required to be paid to Hermes or to the Yard on such Borrowing Date or (ii) provided reasonably sufficient evidence to the Facility Agent of such Earmarked Foreign Exchange Arrangements in the Notice of Borrowing, the Facility Agent on such Borrowing Date shall convert the Dollar amount of the Loans to be made by each Lender into Euro at the Spot Rate applicable 2 Business Days prior to such Borrowing Date (it being understood that such Spot Rate shall be used for such conversion in order to calculate the Dollar Equivalent referred to in this Section 2.02(b)), and shall inform each Lender thereof, and such Euro amount shall thereafter be disbursed to the Borrower and/or its designee(s) as set forth in Section 2.04 (it being understood that each Lender shall remit its Loans to the Facility Agent in Dollars on such Borrowing Date).

2.03 Notice of Borrowing. Subject to the second parenthetical in Section 2.02(a)(ii), whenever the Borrower desires to make a Borrowing hereunder, it shall give the Facility Agent at its Notice Office at least three Business Days' prior written notice of each Loan to be made hereunder, provided that any such notice shall be deemed to have been given on a certain day only if given before 11:00 A.M. (Frankfurt time) (unless such 11:00 A.M. deadline is waived by the Facility Agent in the case of the Initial Borrowing Date). Each such written notice (each a "Notice of Borrowing"), except as otherwise expressly provided in Section 2.09, shall be irrevocable and shall be given by the Borrower substantially in the form of Exhibit A, appropriately completed to specify (i) the portion of the Total Commitments to be utilized on such Borrowing Date, (ii) if the Borrower and/or the Parent has entered into Earmarked Foreign Exchange Arrangements with respect to the installment payments due and owing under the Construction Contract to be funded by the Loans to be incurred on such Borrowing Date, the applicable Dollar Equivalent of the portion of the Total Commitment to be borrowed on such Borrowing Date and, where applicable, evidence of such Earmarked Foreign Exchange Arrangements, (iii) the date of such Borrowing (which shall be a Business Day), (iv) when the Loans are to be subject to interest at the Floating Rate, the initial Interest Period to be applicable thereto, (v) to which account(s) the proceeds of such Loans are to be deposited (it being understood that pursuant to Section 2.04 the Borrower may designate one or more accounts of the Yard, Hermes and/or the provider of the foreign exchange arrangements referenced in the definition of Dollar Equivalent) and (vi) that all representations and warranties

made by each Credit Party, in or pursuant to the Credit Documents are true and correct in all material respects on and as of the date of such Borrowing (unless stated to relate to a specific earlier date, in which case such representations and warranties shall have been true and correct in all material respects as of such date) and no Event of Default is or will be continuing after giving effect to such Borrowing. The Facility Agent shall promptly give each Lender which is required to make Loans, notice of such proposed Borrowing, of such Lender's proportionate share thereof and of the other matters required by the immediately preceding sentence to be specified in the Notice of Borrowing.

2.04 Disbursement of Funds. No later than 12:00 Noon (Frankfurt time) on the date specified in each Notice of Borrowing, each Lender will make available its pro rata portion of each Borrowing requested in the Notice of Borrowing to be made on such date. All such amounts shall be made available in the currency required by Section 2.02(b) in immediately available funds at the Payment Office of the Facility Agent, and the Facility Agent will make available to (I) in the case of Loans disbursed in Dollars, the designee(s) of the Borrower (with such designee(s) being in such circumstances either Hermes (in the case of the Hermes Premium) or a provider of Earmarked Foreign Exchange Arrangements referenced in the definition of Dollar Equivalent), save that the Loan in respect of the First Hermes Instalment may be paid directly to the Borrower and (II) in the case of Loans disbursed in Euro, designee(s) of the Borrower (with such designee(s) being in such circumstances the Yard), in each case prior to 3:00 P.M. (Frankfurt Time) on such day, to the extent of funds actually received by the Facility Agent prior to 12:00 Noon (Frankfurt Time) on such day, in each case at the Payment Office in the account(s) specified in the applicable Notice of Borrowing, the aggregate of the amounts so made available by the Lenders. Unless the Facility Agent shall have been notified by any Lender prior to the date of Borrowing that such Lender does not intend to make available to the Facility Agent such Lender's portion of any Borrowing to be made on such date, the Facility Agent may assume that such Lender has made such amount available to the Facility Agent on such date of Borrowing and the Facility Agent may, in reliance upon such assumption, make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Facility Agent by such Lender, the Facility Agent shall be entitled to recover such corresponding amount on demand from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Facility Agent's demand therefor, the Facility Agent shall promptly notify the Borrower and the Borrower shall immediately pay such corresponding amount to the Facility Agent. The Facility Agent shall also be entitled to recover on demand from such Lender or the Borrower, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Facility Agent to the Borrower until the date such corresponding amount is recovered by the Facility Agent, at a percentage rate per annum equal to (i) if recovered from such Lender, at the overnight Eurodollar Rate and (ii) if recovered from the Borrower, the rate of interest applicable to the respective Borrowing, as determined pursuant to Section 2.06. Nothing in this Section 2.04 shall be deemed to relieve any Lender from its obligation to make Loans hereunder or to prejudice any rights which the Borrower may have against any Lender as a result of any failure by such Lender to make Loans hereunder.

2.05 Pro Rata Borrowings. All Borrowings of Loans under this Agreement shall be incurred from the Lenders pro rata on the basis of their Commitments. It is understood that no Lender shall be responsible for any default by any other Lender of its obligation to make

Loans hereunder and that each Lender shall be obligated to make the Loans provided to be made by it hereunder, regardless of the failure of any other Lender to make its Loans hereunder. The obligations of the Lenders under this Agreement are several and not joint and no Lender shall be responsible for the failure of any other Lender to satisfy its obligations hereunder.

2.06 Interest. (a) The Borrower agrees to pay interest in respect of the unpaid principal amount of each Loan from the date the proceeds thereof are made available to the Borrower until the maturity (whether by acceleration or otherwise) of such Loan at the Fixed Rate or if an election is made by the Borrower to elect the Floating Rate pursuant to Section 2.07, at the Floating Rate.

(b) If the Borrower fails to pay any amount payable by it under a Credit Document on its due date, interest shall accrue on the overdue amount (in the case of overdue interest to the extent permitted by law) from the due date up to the date of actual payment (both before and after judgment) at a rate which is (i) where interest is payable at the Fixed Rate, equal to [\*] plus the Eurodollar Rate which would have been payable if the overdue amount had, during the period of non-payment constituted a Loan for successive interest periods, each of a duration of three months, or (ii) where interest is payable on the Loan at the Floating Rate and subject to paragraph (c) below, [\*] plus the rate (including, for the avoidance of doubt, the margin) which would have been payable if the overdue amount had, during the period of non-payment, constituted a Loan for successive Interest Periods, each of a duration selected by the Facility Agent (acting reasonably). Any interest accruing under this Section 2.06(b) shall be immediately payable by the Borrower on demand by the Facility Agent.

(c) At any time when interest is payable at the Floating Rate, if any overdue amount consists of all or part of a Loan which became due on a day which was not the last day of a Floating Rate Interest Period relating to that Loan:

- (i) the first Interest Period for that overdue amount shall have a duration equal to the unexpired portion of the current Floating Rate Interest Period relating to that Loan; and
- (ii) the rate of interest applying to the overdue amount during that first Interest Period shall be [\*] plus the rate which would have applied if the overdue amount had not become due.

(d) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each Interest Period applicable to that overdue amount but will remain immediately due and payable.

(e) Accrued and unpaid interest shall be payable in respect of each Loan on each Fixed Interest Payment Date (if interest is payable on the Loan at the Fixed Rate) or, if interest is payable on the Loan at the Floating Rate, on the last day of each Interest Period applicable thereto, on any repayment or prepayment date (on the amount repaid or prepaid), at maturity (whether by acceleration or otherwise) and, after such maturity, on demand.

(f) At any time when interest is payable on the Loan at the Floating Rate, upon each Interest Determination Date, the Facility Agent shall determine the Eurodollar Rate

for each Interest Period applicable to the Loans to be made pursuant to the applicable Borrowing and shall promptly notify the Borrower and the respective Lenders thereof. Each such determination shall, absent manifest error, be final and conclusive and binding on all parties hereto.

(g) At any time when interest is payable on the Loan at the Fixed Rate, the Borrower shall reimburse each Lender on demand for the amount by which the 6 month Eurodollar Rate for any Fixed Rate Interest Period plus the fee for administrative expenses of [\*] per annum for such Fixed Rate Interest Period less the Fixed Rate exceeds [\*] per annum (being the amount by which the interest make-up is limited under any Interest Make-Up Agreement pursuant to Section 1.1 of the CIRR General Terms and Conditions and the KfW Refinancing).

2.07 Election of Floating Rate. (a) By written notice to the Facility Agent delivered (i) in the case of an election prior to the Initial Borrowing Date, at least 10 days after the Signing Date or (ii) in the case of an election after the Initial Borrowing Date, at least 35 days prior to the proposed date on which the interest rate mechanism is to change, the Borrower may elect, without incurring any liability to make any payment pursuant to Section 2.10 (other than in the case of (ii) above, where there will be such a liability) or to pay any other indemnity or compensation obligation, to pay interest on the Loans at the Floating Rate.

(b) Any election made pursuant to this Section 2.07 may only be made once during the term of the Loans.

2.08 Floating Rate Interest Periods. This Section 2.08 shall only apply if the Borrower has elected to pay interest at the Floating Rate pursuant to Section 2.07. At the time the Borrower gives any election notice pursuant to Section 2.07(a) (in the case of the initial Floating Rate Interest Period (as defined below) applicable thereto) or on the third Business Day prior to the expiration of a Floating Rate Interest Period applicable to such Loans (in the case of any subsequent Interest Period), it shall have the right to elect, by giving the Facility Agent notice thereof, the interest period (each a "Floating Rate Interest Period") applicable to such Loans, which Floating Rate Interest Period shall, at the option of the Borrower, be a three or six month period; provided that:

(a) subject to paragraph (b) below, all Loans comprising a Borrowing shall at all times have the same Floating Rate Interest Period;

(b) the initial Floating Rate Interest Period for any Loan shall commence either on the date of Borrowing of such Loan or, in the case of an election under Section 2.07(a)(ii) on the date proposed in the election notice and each Floating Rate Interest Period occurring thereafter in respect of such Loan shall commence on the day on which the immediately preceding Floating Rate Interest Period applicable thereto expires;

(c) if any Floating Rate Interest Period relating to a Loan begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Floating Rate Interest Period, such Floating Rate Interest Period shall end on the last Business Day of such calendar month;

(d) if any Floating Rate Interest Period would otherwise expire on a day which is not a Business Day, such Floating Rate Interest Period shall expire on the first succeeding Business Day; provided, however, that if any Floating Rate Interest Period for a Loan would otherwise expire on a day which is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Floating Rate Interest Period shall expire on the immediately preceding Business Day;

(e) no Floating Rate Interest Period longer than three months may be selected at any time when an Event of Default (or, if the Facility Agent or the Required Lenders have determined that such an election at such time would be disadvantageous to the Lenders, a Default) has occurred and is continuing;

(f) no Floating Rate Interest Period in respect of any Borrowing of any Loans shall be selected which extends beyond the Maturity Date; and

(g) at no time shall there be more than ten Borrowings of Loans subject to different Floating Rate Interest Periods.

If upon the expiration of any Floating Rate Interest Period applicable to a Borrowing, the Borrower has failed to elect a new Floating Rate Interest Period to be applicable to such Loans as provided above, the Borrower shall be deemed to have elected a three month Floating Rate Interest Period to be applicable to such Loans effective as of the expiration date of such current Floating Rate Interest Period.

2.09 Increased Costs, Illegality, Market Disruption, etc. (a) In the event that any Lender shall have reasonably determined (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto):

(i) at any time, that such Lender shall incur increased costs (including, without limitation, pursuant to Basel II and/or Basel III to the extent Basel II and/or Basel III, as the case may be, is applicable), Mandatory Costs (as set forth on Schedule 1.01(b)) or reductions in the amounts received or receivable hereunder with respect to any Loan because of, without duplication, any change since the Effective Date in any applicable law or governmental rule, governmental regulation, governmental order, governmental guideline or governmental request (whether or not having the force of law) or in the interpretation or administration thereof and including the introduction of any new law or governmental rule, governmental regulation, governmental order, governmental guideline or governmental request, such as, for example, but not limited to: (A) a change in the basis of taxation of payment to any Lender of the principal of or interest on such Loan or any other amounts payable hereunder (except for changes in the rate of tax on, or determined by reference to, the net income or net profits of such Lender, or any franchise tax based on net income or net profits, of such Lender pursuant to the laws of the jurisdiction in which such Lender is organized or in which such Lender's principal office or applicable lending office is located or any subdivision thereof or therein or which is attributable to a FATCA Deduction required to be made by a party to this Agreement), but without duplication of any amounts payable in respect of Taxes pursuant to Section 4.04, or (B) a change in official reserve requirements; or

(ii) at any time, that the making or continuance of any Loan has been made unlawful by any law or governmental rule, governmental regulation or governmental order;

then, and in any such event, such Lender shall promptly give notice (by telephone confirmed in writing) to the Borrower and to the Facility Agent of such determination (which notice the Facility Agent shall promptly transmit to each of the Lenders). Thereafter (x) in the case of clause (i) above, the Borrower agrees (to the extent applicable), to pay to such Lender, upon its written demand therefor, such additional amounts as shall be required to compensate such Lender or such other corporation for the increased costs or reductions to such Lender or such other corporation and (y) in the case of clause (ii) above, the Borrower shall take one of the actions specified in Section 2.09(b) as promptly as possible and, in any event, within the time period required by law. In determining such additional amounts, each Lender will act reasonably and in good faith and will use averaging and attribution methods which are reasonable, provided that such Lender's determination of compensation owing under this Section 2.09(a) shall, absent manifest error, be final and conclusive and binding on all the parties hereto. Each Lender, upon determining that any additional amounts will be payable pursuant to this Section 2.09(a), will give prompt written notice thereof to the Borrower, which notice shall show in reasonable detail the basis for the calculation of such additional amounts; provided that, subject to the provisions of Section 2.10(b), the failure to give such notice shall not relieve the Borrower from its Credit Document Obligations hereunder.

(b) At any time that any Loan is affected by the circumstances described in Section 2.09(a)(i) or (ii), the Borrower may (and in the case of a Loan affected by the circumstances described in Section 2.09(a)(ii) shall) either (x) if the affected Loan is then being made initially, cancel the respective Borrowing by giving the Facility Agent notice in writing on the same date or the next Business Day that the Borrower was notified by the affected Lender or the Facility Agent pursuant to Section 2.09(a)(i) or (ii) or (y) if the affected Loan is then outstanding, upon at least three Business Days' written notice to the Facility Agent, in the case of any Loan, repay all outstanding Borrowings (within the time period required by the applicable law or governmental rule, governmental regulation or governmental order) which include such affected Loans in full in accordance with the applicable requirements of Section 4.02; provided that if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 2.09(b).

(c) If any Lender determines that after the Effective Date (i) the introduction of or effectiveness of or any change in any applicable law or governmental rule, governmental regulation, governmental order, governmental guideline, governmental directive or governmental request (whether or not having the force of law) concerning capital adequacy, or any change in interpretation or administration thereof by any governmental authority, central bank or comparable agency will have the effect of increasing the amount of capital required or expected to be maintained by such Lender, or any corporation controlling such Lender, based on the existence of such Lender's Commitments hereunder or its obligations hereunder, (ii) compliance with any law or regulation or any request from or requirement of any central bank or other fiscal, monetary or other authority made after the Effective Date (including any which relates to capital adequacy or liquidity controls or which affects the manner in which a Lender allocates capital resources to obligations under this Agreement, any Interest Rate Protection Agreement and/or

any Other Hedging Agreement) or (iii) to the extent that such change is not discretionary and is pursuant to law, a governmental mandate or request, or a central bank or other fiscal or monetary authority mandate or request, any change in the risk weight allocated by such Lender to the Borrower after the Effective Date, then the Borrower agrees (to the extent applicable) to pay to such Lender, upon its written demand therefor, such additional amounts as shall be required to compensate such Lender or such other corporation for the increased cost to such Lender or such other corporation or the reduction in the rate of return to such Lender or such other corporation as a result of such increase of capital. In determining such additional amounts, each Lender will act reasonably and in good faith and will use averaging and attribution methods which are reasonable, provided that such Lender's determination of compensation owing under this Section 2.09(c) shall, absent manifest error be final and conclusive and binding on all the parties hereto. Each Lender, upon determining that any additional amounts will be payable pursuant to this Section 2.09(c), will give prompt written notice thereof to the Borrower, which notice shall show in reasonable detail the basis for calculation of such additional amounts; provided that, subject to the provisions of Section 2.11(b), the failure to give such notice shall not relieve the Borrower from its Credit Document Obligations hereunder.

(d) This Section 2.09(d) applies at any time when interest on the Loan is payable at the Floating Rate. If a Market Disruption Event occurs in relation to any Lender's share of a Loan for any Interest Period, then the rate of interest on each Lender's share of that Loan for the Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Floating Rate Margin;

(ii) the rate determined by such Lender and notified to the Facility Agent by 5:00 P.M. (Frankfurt time) on the Interest Determination Date for such Interest Period to be that which expresses as a percentage rate per annum the cost to each such Lender of funding its participation in that Loan for a period equivalent to such Interest Period from whatever source it may reasonably select; provided that the rate provided by a Lender pursuant to this clause (ii) shall not be disclosed to any other Lender and shall be held as confidential by the Facility Agent and the Borrower; and

(iii) the Mandatory Costs, if any, applicable to such Lender of funding its participation in that Loan.

(e) This Section 2.09(e) applies at any time when interest on the Loan is payable at the Floating Rate. If a Market Disruption Event occurs and the Facility Agent or the Borrower so require, the Facility Agent and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest. Any alternative basis agreed pursuant to the immediately preceding sentence shall, with the prior consent of all the Lenders and the Borrower, be binding on all parties. If no agreement is reached pursuant to this clause (e), the rate provided for in clause (d) above shall apply for the entire applicable Interest Period.

**2.10 Indemnification: Breakage Costs.** (a) When interest on the Loan is payable at the Floating Rate, the Borrower agrees to indemnify each Lender, within two Business Days of demand (in writing and which request shall set forth in reasonable detail the basis for

requesting and the calculation of such amount and which in the absence of manifest error shall be conclusive evidence as to the amount due), for all losses, expenses and liabilities (including, without limitation, any such loss, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its Loans but excluding any loss of anticipated profits) which such Lender may sustain in respect of Loans made to the Borrower: (i) if for any reason (other than a default by such Lender or the Facility Agent) a Borrowing of Loans does not occur on a date specified therefor in a Notice of Borrowing (whether or not withdrawn by the Borrower or deemed withdrawn pursuant to Section 2.09(a)); (ii) if any prepayment or repayment (including any prepayment or repayment made pursuant to Section 2.09(a), Section 4.01 or Section 4.02 (in each case other than on the expiry of a Floating Rate Interest Period) or as a result of an acceleration of the Loans pursuant to Section 11) of any of its Loans, or assignment and/or transfer of its Loans pursuant to Section 2.12, occurs on a date which is not the last day of an Interest Period with respect thereto; or (iii) if any prepayment of any of its Loans is not made on any date specified in a notice of prepayment given by the Borrower.

(b) When interest on the Loan is payable at the Fixed Rate, and at the time of any prepayment or commitment reduction pursuant to Sections 3.04, 3.05 or 4.01 or any mandatory repayment or commitment reduction pursuant to Section 4.02 or as a result of an acceleration of the Loans pursuant to Section 11, the Borrower shall indemnify each Lender, within two Business Days of demand in writing, which request shall set forth in reasonable detail the basis for requesting and the calculation of such amount and which in the absence of manifest error shall be conclusive evidence as to the amount due, for all losses, expenses and liabilities which such Lender may sustain in respect of the early repayment or prepayment of the Loans made to the Borrower including, without limitation, the costs of breaking deposits or re-employing funds under any swap agreements or interest rate arrangement products entered into in respect of the Loans or any prepayment compensation as set forth in the CIRR General Terms and Conditions.

(c) It is understood and agreed that where the Initial Borrowing Date has not occurred, no amounts under this Section 2.10 will be payable by the Borrower if the Total Commitment is terminated no later than 10 days after the Signing Date.

2.11 Change of Lending Office: Limitation on Additional Amounts. (a) Each Lender agrees that on the occurrence of any event giving rise to the operation of Section 2.09 (a), Section 2.09(b), or Section 4.04 with respect to such Lender, it will, if requested by the Borrower, use reasonable good faith efforts (subject to overall policy considerations of such Lender) to designate another lending office for any Loans affected by such event or otherwise take steps to mitigate the effect of such event, provided that such designation shall be made and/or such steps shall be taken at the Borrower's cost and on such terms that such Lender and its lending office suffer no economic, legal or regulatory disadvantage in excess of de minimus amounts, with the object of avoiding the consequence of the event giving rise to the operation of such Section. Nothing in this Section 2.11 shall affect or postpone any of the obligations of the Borrower or the rights of any Lender provided in Section 2.09 and Section 4.04.

(b) Notwithstanding anything to the contrary contained in Sections 2.09, 2.10 or 4.04 of this Agreement, unless a Lender gives notice to the Borrower that it is obligated to pay

an amount under any such Section within 180 days of the later of (x) the date the Lender incurs the respective increased costs, Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital or (y) the date such Lender has knowledge of its incurrence of the respective increased costs, Taxes, loss, expense or liability, reductions in amounts received or receivable or reduction in return on capital, then such Lender shall only be entitled to be indemnified for such amount by the Borrower pursuant to said Section 2.09, 2.10, or 4.04, as the case may be, to the extent the costs, Taxes, loss, expense or liability, reduction in amounts received or receivable or reduction in return on capital are incurred or suffered on or after the date which occurs 180 days prior to such Lender giving notice to the Borrower that it is obligated to pay the respective amounts pursuant to said Section 2.09, 2.10 or 4.04, as the case may be. This Section 2.11(b) shall have no applicability to any Section of this Agreement other than said Sections 2.09, 2.10 and 4.04.

2.12 Replacement of Lenders (x) If any Lender becomes a Defaulting Lender or otherwise defaults in its obligations to make Loans, (y) upon the occurrence of any event giving rise to the operation of Section 2.09(a) or Section 4.04 with respect to any Lender which results in such Lender charging to the Borrower material increased costs in excess of the average costs being charged by the other Lenders, or (z) as provided in Section 14.11(b) in the case of certain refusals by a Lender to consent to certain proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders, the Borrower shall (for its own cost) have the right, if no Default or Event of Default will exist immediately after giving effect to the respective replacement, to replace such Lender (the "Replaced Lender") (subject to the consent of (a) the CIRR Representative if at such time interest is payable at the Fixed Rate and (b) the Hermes Agent) with one or more other Eligible Transferee or Eligible Transferees, none of whom shall constitute a Defaulting Lender at the time of such replacement (collectively, the "Replacement Lender") reasonably acceptable to the Facility Agent (it being understood that all then-existing Lenders are reasonably acceptable); provided that:

(a) at the time of any replacement pursuant to this Section 2.12, the Replacement Lender shall enter into one or more Transfer Certificates pursuant to Section 13.01(a) (and with all fees payable pursuant to said Section 13.02 to be paid by the Replacement Lender) pursuant to which the Replacement Lender shall acquire all of the Commitments and outstanding Loans of the Replaced Lender and, in connection therewith, shall pay to the Replaced Lender in respect thereof an amount equal to the sum (without duplication) of (x) an amount equal to the principal of, and all accrued interest on, all outstanding Loans of the Replaced Lender, and (y) an amount equal to all accrued, but unpaid, Commitment Commission owing to the Replaced Lender pursuant to Section 3.01;

(b) all obligations of the Borrower due and owing to the Replaced Lender at such time (other than those specifically described in clause (a) above) in respect of which the assignment purchase price has been, or is concurrently being, paid shall be paid in full to such Replaced Lender concurrently with such replacement; and

(c) if the Borrower elects to replace any Lender pursuant to clause (x), (y) or (z) of this Section 2.12, the Borrower shall also replace each other Lender that qualifies for replacement under such clause (x), (y) or (z).

Upon the execution of the respective Transfer Certificate and the payment of amounts referred to in clauses (a) and (b) above, the Replacement Lender shall become a Lender hereunder and the Replaced Lender shall cease to constitute a Lender hereunder, except with respect to indemnification provisions under this Agreement (including, without limitation, Sections 2.09, 2.10, 4.04, 14.01 and 14.05), which shall survive as to such Replaced Lender.

2.13 Disruption to Payment Systems, Etc. If either the Facility Agent determines (in its discretion) that a Disruption Event has occurred or the Facility Agent is notified by the Parent or the Borrower that a Disruption Event has occurred:

(i) the Facility Agent may, and shall if requested to do so by the Borrower or the Parent, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of this Agreement as the Facility Agent may deem necessary in the circumstances;

(ii) the Facility Agent shall not be obliged to consult with the Borrower or the Parent in relation to any changes mentioned in clause (i) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;

(iii) the Facility Agent may consult with the other Agents, the Lead Arrangers and the Lenders in relation to any changes mentioned in clause (i) above but shall not be obliged to do so if, in its opinion, it is not practicable or necessary to do so in the circumstances;

(iv) any such changes agreed upon by the Facility Agent and the Borrower or the Parent pursuant to clause (i) above shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the parties to this Agreement as an amendment to (or, as the case may be, waiver of) the terms of the Credit Documents, notwithstanding the provisions of Section 14.11, until such time as the Facility Agent is satisfied that the Disruption Event has ceased to apply;

(v) the Facility Agent shall not be liable for any damages, costs or losses whatsoever (including, without limitation for negligence or any other category of liability whatsoever but not including any claim based on the gross negligence, fraud or willful misconduct of the Facility Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Section 2.13; and

(vi) the Facility Agent shall notify the other Agents, the Lead Arrangers and the Lenders of all changes agreed pursuant to clause (iv) above as soon as practicable.

### SECTION 3. Commitment Commission; Fees; Reductions of Commitment.

3.01 Commitment Commission. The Borrower agrees to pay the Facility Agent for distribution to each Non-Defaulting Lender a commitment commission (the "Commitment")

Commission”) for the period from the Effective Date to and including the Commitment Termination Date (or such earlier date as the Total Commitment shall have been terminated) computed at the rate for each relevant period set out in the table below for each day multiplied by the unutilized Commitment for such day of such Non-Defaulting Lender divided by 360. Accrued Commitment Commission shall be due and payable quarterly in arrears on the first Business Day of each April, July, October and January commencing with October 2014 and on the Borrowing Date contemplated by Section 2.02(a)(vi) (or such earlier date upon which the Total Commitment is terminated).

<u>Commitment Commission</u>	<u>Applicable period</u>
[*] p.a.	Date of execution of this Agreement – October 30, 2017
[*] p.a.	October 31, 2017 - October 30, 2018
[*] p.a.	October 31, 2018 - Delivery Date

3.02 CIRR Fees. (a) The Borrower agrees to pay to the Facility Agent for the account of the CIRR Representative a fee of [\*] per annum (the “CIRR Fee”) on such part of the Total Commitment for which the Federal Republic of Germany grants an interest make-up guarantee and for such period as may be separately agreed between the CIRR Agent and the Borrower.

(b) The CIRR Fee shall be payable by the Borrower in EUR quarterly in arrears from the date of commencement of the period described in Section 3.02(a).

3.03 Other Fees. The Borrower agrees to pay to the Facility Agent the agreed fees set forth in any Fee Letter on the dates and in the amounts set forth therein.

3.04 Voluntary Reduction or Termination of Commitments. Upon at least three Business Days’ prior notice to the Facility Agent at its Notice Office (which notice the Facility Agent shall promptly transmit to each of the Lenders), the Borrower shall have the right, at any time or from time to time, without premium or penalty, save in respect of amounts payable pursuant to Section 2.10 (b), to reduce or terminate the Total Commitment, in whole or in part, in integral multiples of €5,000,000 in the case of partial reductions thereto, provided that each such reduction shall apply proportionately to permanently reduce the Commitment of each Lender.

3.05 Mandatory Reduction of Commitments. (a) In addition to any other mandatory commitment reductions pursuant to this Section 3.05 or any other Section of this Agreement, the Total Commitment (and the Commitment of each Lender) shall terminate in its entirety on the Commitment Termination Date.

(b) In addition to any other mandatory commitment reductions pursuant to this Section 3.05 or any other Section of this Agreement, the Total Commitments (and the

Commitments of each Lender) shall be reduced (immediately after the relevant Loans are made) on each Borrowing Date by the amount of Commitments (denominated in Euro) utilized to make the Loans made on such Borrowing Date.

(c) In addition to any other mandatory commitment reductions pursuant to this Section 3.05 or any other Section of this Agreement, the Total Commitment shall be terminated at the times required by Section 4.02.

(d) Each reduction to the Total Commitment pursuant to this Section 3.05 and Section 4.02 shall be applied proportionately to reduce the Commitment of each Lender.

SECTION 4. Prepayments; Repayments; Taxes.

4.01 Voluntary Prepayments. The Borrower shall have the right to prepay the Loans, without premium or penalty except as provided by law, in whole or in part at any time and from time to time on the following terms and conditions:

(a) the Borrower shall give the Facility Agent prior to 12:00 Noon (Frankfurt time) at its Notice Office at least 32 Business Days' prior written notice of its intent to prepay such Loans, the amount of such prepayment and the specific Borrowing or Borrowings pursuant to which made, which notice the Facility Agent shall promptly transmit to each of the Lenders;

(b) each prepayment shall be in an aggregate principal amount of at least \$1,000,000 or such lesser amount of a Borrowing which is outstanding, provided that no partial prepayment of Loans made pursuant to any Borrowing shall reduce the outstanding Loans made pursuant to such Borrowing to an amount less than \$1,000,000;

(c) at the time of any prepayment of Loans pursuant to this Section 4.01 on any date other than the last day of any Interest Period applicable thereto or otherwise as set out in Section 2.10, the Borrower shall pay the amounts required pursuant to Section 2.10;

(d) in the event of certain refusals by a Lender as provided in Section 14.11(b) to consent to certain proposed changes, waivers, discharges or terminations with respect to this Agreement which have been approved by the Required Lenders, the Borrower may, upon five Business Days' written notice to the Facility Agent at its Notice Office (which notice the Facility Agent shall promptly transmit to each of the Lenders), prepay all Loans, together with accrued and unpaid interest, Commitment Commission, and other amounts owing to such Lender (or owing to such Lender with respect to each Loan which gave rise to the need to obtain such Lender's individual consent) in accordance with said Section 14.11(b) so long as (A) the Commitment of such Lender (if any) is terminated concurrently with such prepayment (at which time Schedule 1.01(a) shall be deemed modified to reflect the changed Commitments) and (B) the consents required by Section 14.11(b) in connection with the prepayment pursuant to this clause (d) have been obtained; and

(e) each prepayment in respect of any Loans made pursuant to a Borrowing shall be applied (x) in inverse order of maturity and (y) except as expressly provided in

the preceding clause (d), pro rata among the Loans comprising such Borrowing, provided that in connection with any prepayment of Loans pursuant to this Section 4.01, such prepayment shall not be applied to any Loan of a Defaulting Lender until all other Loans of Non-Defaulting Lenders have been repaid in full.

4.02 Mandatory Repayments and Commitment Reductions. (a) In addition to any other mandatory repayments pursuant to this Section 4.02 or any other Section of this Agreement, the outstanding Loans shall be repaid on each Repayment Date (or such other date as may be agreed between the Facility Agent and the Borrower) (without further action of the Borrower being required) in 24 equal semi-annual installments commencing on either (i) the first Business Day that is on or after the sixth month anniversary of the Borrowing Date in relation to the Delivery Date or, (ii) if requested by the Borrower no later than five days prior to the anticipated Delivery Date, such date falling less than 6 months after the Delivery Date as the Borrower may select, and ending on the Maturity Date (each such repayment, a "Scheduled Repayment").

(b) In addition to any other mandatory repayments or commitment reductions pursuant to this Section 4.02 or any other Section of this Agreement, but without duplication, on (i) the Business Day following the date of a Collateral Disposition (other than a Collateral Disposition constituting an Event of Loss) and (ii) the earlier of (A) the date which is 150 days following any Collateral Disposition constituting an Event of Loss involving the Vessel (or, in the case of an Event of Loss which is a constructive or compromised or arranged total loss of the Vessel, if earlier, 180 days after the date of the event giving rise to such damage) and (B) the date of receipt by the Borrower, any of its Subsidiaries or the Facility Agent of the insurance proceeds relating to such Event of Loss, the Borrower shall repay the outstanding Loans in full and the Total Commitment shall be automatically terminated (without further action of the Borrower being required).

(c) In addition to any other mandatory repayments or commitment reductions pursuant to this Section 4.02 or any other Section of this Agreement, but without duplication, if (x) the Construction Contract is terminated prior to the Delivery Date, (y) the Vessel has not been delivered to the Borrower by the Yard pursuant to the Construction Contract by the Commitment Termination Date or (z) any of the events described in Sections 11.05, 11.10 or 11.11 shall occur in respect of the Yard at any time prior to the Delivery Date, within five Business Days of the occurrence of such event the Borrower shall repay the outstanding Loans in full and the Total Commitment shall be automatically terminated (without further action of the Borrower being required).

(d) With respect to each repayment of Loans required by this Section 4.02, the Borrower may designate the specific Borrowing or Borrowings pursuant to which such Loans were made, provided that (i) all Loans with Interest Periods ending on such date of required repayment shall be paid in full prior to the payment of any other Loans and (ii) each repayment of any Loans comprising a Borrowing shall be applied pro rata among such Loans. In the absence of a designation by the Borrower as described in the preceding sentence, the Facility Agent shall, subject to the preceding provisions of this clause (e), make such designation in its sole reasonable discretion with a view, but no obligation, to minimize breakage costs owing pursuant to Section 2.10.

(e) Notwithstanding anything to the contrary contained elsewhere in this Agreement, all outstanding Loans shall be repaid in full on the Maturity Date.

4.03 Method and Place of Payment. Except as otherwise specifically provided herein, all payments under this Agreement shall be made to the Facility Agent for the account of the Lender or Lenders entitled thereto not later than 10:00 A.M. (New York time) on the date when due and shall be made in Dollars in immediately available funds at the Payment Office of the Facility Agent. Whenever any payment to be made hereunder shall be stated to be due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day (unless the next succeeding Business Day shall fall in the next calendar month, in which case the due date thereof shall be the previous Business Day) and, with respect to payments of principal, interest shall be payable at the applicable rate during such extension.

4.04 Net Payments; Taxes. (a) All payments made by any Credit Party hereunder will be made without setoff, counterclaim or other defense. All such payments will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding any tax imposed on or measured by the net income, net profits or any franchise tax based on net income or net profits, and any branch profits tax of a Lender pursuant to the laws of the jurisdiction in which it is organized or the jurisdiction in which the principal office or applicable lending office of such Lender is located or any subdivision thereof or therein or due to failure to provide documents under Section 4.04(b) or any FATCA Deduction required to be made by a party to this Agreement, all such taxes "Excluded Taxes") and all interest, penalties or similar liabilities with respect to such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges to the extent imposed on taxes other than Excluded Taxes (all such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges being referred to collectively as "Taxes" and "Taxation" shall be applied accordingly). The Borrower will furnish to the Facility Agent within 45 days after the date of payment of any Taxes due pursuant to applicable law certified copies of tax receipts evidencing such payment by the Borrower. The Borrower agrees to indemnify and hold harmless each Lender, and reimburse such Lender upon its written request, for the amount of any Taxes so levied or imposed and paid by such Lender.

(b) Each Lender agrees (consistent with legal and regulatory restrictions and subject to overall policy considerations of such Lender) to file any certificate or document or to furnish to the Borrower any information as reasonably requested by the Borrower that may be necessary to establish any available exemption from, or reduction in the amount of, any Taxes; provided, however, that nothing in this Section 4.04(b) shall require a Lender to disclose any confidential information (including, without limitation, its tax returns or its calculations). The Borrower shall not be required to indemnify any Lender for Taxes attributed to such Lender's failure to provide the required documents under this Section 4.04(b).

(c) If the Borrower pays any additional amount under this Section 4.04 to a Lender and such Lender determines in its sole discretion exercised in good faith that it has actually received or realized in connection therewith any refund or any reduction of, or credit against, its Tax liabilities in or with respect to the taxable year in which the additional amount is

paid (a "Tax Benefit"), such Lender shall pay to the Borrower an amount that such Lender shall, in its sole discretion exercised in good faith, determine is equal to the net benefit, after tax, which was obtained by such Lender in such year as a consequence of such Tax Benefit; provided, however, that (i) any Lender may determine, in its sole discretion exercised in good faith consistent with the policies of such Lender, whether to seek a Tax Benefit, (ii) any Taxes that are imposed on a Lender as a result of a disallowance or reduction (including through the expiration of any tax credit carryover or carryback of such Lender that otherwise would not have expired) of any Tax Benefit with respect to which such Lender has made a payment to the Borrower pursuant to this Section 4.04(c) shall be treated as a Tax for which the Borrower is obligated to indemnify such Lender pursuant to this Section 4.04 without any exclusions or defenses and (iii) nothing in this Section 4.04(e) shall require any Lender to disclose any confidential information to the Borrower (including, without limitation, its tax returns).

(d) Each party to this Agreement may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no party to this Agreement shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction. Each party to this Agreement shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the party to this Agreement to whom it is making the payment and, in addition, shall notify the Borrower and the Agent and the Agent shall notify the other Credit Parties.

4.05 Application of Proceeds. (a) All proceeds collected by the Collateral Agent upon any sale or other disposition of such Collateral of each Credit Party, together with all other proceeds received by the Collateral Agent under and in accordance with this Agreement and the other Credit Documents (except to the extent released in accordance with the applicable provisions of this Agreement or any other Credit Document), shall be applied by the Facility Agent to the payment of the Secured Obligations as follows:

(i) first, to the payment of all amounts owing to the Collateral Agent or any other Agent of the type described in clauses (iii) and (iv) of the definition of "Secured Obligations";

(ii) second, to the extent proceeds remain after the application pursuant to the preceding clause (i), an amount equal to the outstanding Credit Document Obligations shall be paid to the Lender Creditors as provided in Section 4.05(d) hereof, with each Lender Creditor receiving an amount equal to such outstanding Credit Document Obligations or, if the proceeds are insufficient to pay in full all such Credit Document Obligations, its Pro Rata Share of the amount remaining to be distributed;

(iii) third, to the extent proceeds remain after the application pursuant to the preceding clauses (i) and (ii), an amount equal to the outstanding Other Obligations shall be paid to the Other Creditors as provided in Section 4.05(d) hereof, with each Other Creditor receiving an amount equal to such outstanding Other Obligations or, if the proceeds are insufficient to pay in full all such Other Obligations, its Pro Rata Share of the amount remaining to be distributed; and

(iv) fourth, to the extent proceeds remain after the application pursuant to the preceding clauses (i) through (iii), inclusive, and following the termination of this Agreement, the Credit Documents, the Interest Rate Protection Agreements and the Other Hedging Agreements in accordance with their terms, to the relevant Credit Party or to whomever may be lawfully entitled to receive such surplus.

(b) For purposes of this Agreement, "Pro Rata Share" shall mean, when calculating a Secured Creditor's portion of any distribution or amount, that amount (expressed as a percentage) equal to a fraction the numerator of which is the then unpaid amount of such Secured Creditor's Credit Document Obligations or Other Obligations, as the case may be, and the denominator of which is the then outstanding amount of all Credit Document Obligations or Other Obligations, as the case may be.

(c) If any payment to any Secured Creditor of its Pro Rata Share of any distribution would result in overpayment to such Secured Creditor, such excess amount shall instead be distributed in respect of the unpaid Credit Document Obligations or Other Obligations, as the case may be, of the other Secured Creditors, with each Secured Creditor whose Credit Document Obligations or Other Obligations, as the case may be, have not been paid in full to receive an amount equal to such excess amount multiplied by a fraction the numerator of which is the unpaid Credit Document Obligations or Other Obligations, as the case may be, of such Secured Creditor and the denominator of which is the unpaid Credit Document Obligations or Other Obligations, as the case may be, of all Secured Creditors entitled to such distribution.

(d) All payments required to be made hereunder shall be made (x) if to the Lender Creditors, to the Facility Agent under this Agreement for the account of the Lender Creditors, and (y) if to the Other Creditors, to the trustee, paying agent or other similar representative (each, a "Representative") for the Other Creditors or, in the absence of such a Representative, directly to the Other Creditors.

(e) For purposes of applying payments received in accordance with this Section 4.05, the Collateral Agent shall be entitled to rely upon (i) the Facility Agent under this Agreement and (ii) the Representative for the Other Creditors or, in the absence of such a Representative, upon the Other Creditors for a determination (which the Facility Agent, each Representative for any Other Creditors and the Secured Creditors agree (or shall agree) to provide upon request of the Collateral Agent) of the outstanding Credit Document Obligations and Other Obligations owed to the Lender Creditors or the Other Creditors, as the case may be. Unless it has actual knowledge (including by way of written notice from an Other Creditor) to the contrary, the Collateral Agent, shall be entitled to assume that no Interest Rate Protection Agreements or Other Hedging Agreements are in existence.

(f) It is understood and agreed that each Credit Party shall remain jointly and severally liable to the extent of any deficiency between the amount of the proceeds of the Collateral pledged by it under and pursuant to the Security Documents and the aggregate amount of the Secured Obligations of such Credit Party.

4.06 FATCA Information. (a) Subject to paragraph (c) below, each party to this Agreement shall, within ten Business Days of a reasonable request by another party to this Agreement:

- (i) confirm to that other party to this Agreement whether it is:
  - (A) a FATCA Exempt Party; or
  - (B) not a FATCA Exempt Party;
- (ii) supply to that other party to this Agreement such forms, documentation and other information relating to its status under FATCA as that other party to this Agreement reasonably requests for the purposes of that other party to this Agreement's compliance with FATCA;
- (iii) supply to that other party to this Agreement such forms, documentation and other information relating to its status as that other party to this Agreement reasonably requests for the purposes of that other party to this Agreement's compliance with any other law, regulation, or exchange of information regime.

(b) If a party to this Agreement confirms to another party to this Agreement pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that party to this Agreement shall notify that other party to this Agreement reasonably promptly.

(c) Paragraph (a) above shall not oblige any Credit Party to do anything, and paragraph (a)(iii) above shall not oblige any other party to this Agreement to do anything, which would or might in its reasonable opinion constitute a breach of:

- (i) any law or regulation;
- (ii) any fiduciary duty; or
- (iii) any duty of confidentiality.

(d) If a party to this Agreement fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such party to this Agreement shall be treated for the purposes of the Credit Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the party to this Agreement in question provides the requested confirmation, forms, documentation or other information.

(e) If the Borrower is a U.S. Tax Obligor or the Facility Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within ten (10) Business Days of:

- (i) where the Borrower is a U.S. Tax Obligor, the date of this Agreement;
- (ii) the date a new U.S. Tax Obligor accedes as a Borrower; or
- (iii) where the Borrower is not a U.S. Tax Obligor, the date of a request from the Facility Agent,

supply to the Facility Agent:

- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
- (B) any withholding statement or other document, authorisation or waiver as the Facility Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

(f) The Facility Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.

(g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Facility Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Facility Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Facility Agent). The Facility Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.

(h) The Facility Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Facility Agent shall not be liable for any action taken by it under or in connection with paragraph (e), (f) or (g) above.

SECTION 5. Conditions Precedent to the Initial Borrowing Date. The obligation of each Lender to make Loans on the Initial Borrowing Date is subject at the time of the making of such Loans to the satisfaction or (other than in the case of Sections 5.04, 5.05, 5.06 (other than delivery of the Share Charge Collateral), 5.07, 5.10, 5.11, 5.12 and 5.15) waiver of the following conditions:

5.01 Effective Date. On or prior to the Initial Borrowing Date, the Effective Date shall have occurred.

5.02 [Intentionally Omitted].

5.03 Corporate Documents; Proceedings; etc. On the Initial Borrowing Date, the Facility Agent shall have received a certificate, dated the Initial Borrowing Date, signed by the secretary or any assistant secretary of each Credit Party (or, to the extent such Credit Party does not have a secretary or assistant secretary, the analogous Person within such Credit Party), and attested to by an authorized officer, member or general partner of such Credit Party, as the case may be, in substantially the form of Exhibit D, with appropriate insertions, together with copies of the certificate of incorporation and by-laws (or equivalent organizational documents) of such Credit Party and the resolutions of such Credit Party referred to in such certificate.

5.04 Know Your Customer. On the Initial Borrowing Date, the Facility Agent, the Hermes Agent and the Lenders shall have been provided with all information requested in order to carry out and be reasonably satisfied with all necessary “know your customer” information required pursuant to the PATRIOT ACT and such other documentation and evidence necessary in order for the Lenders to carry out and be reasonably satisfied with other similar checks under all applicable laws and regulations pursuant to the Transaction and the Hermes Cover, in connection with each of the Facility Agent’s, the Hermes Agent’s and each Lender’s internal compliance regulations including, without limitation and to the extent required to comply with the “know your customer” requirements referred to above (i) specimen signatures of any person authorized to execute the Credit Documents and (ii) copies of the passports for each person identified in item (i).

5.05 Construction Contract and Other Material Agreements. On or prior to the Initial Borrowing Date, the Facility Agent shall have received a true, correct and complete copy of the Construction Contract, which shall be in full force and effect (and shall not have been cancelled pursuant to Article 14, Clause 11 of the Construction Contract), and all other material contracts in connection with the construction, supervision and acquisition of the Vessel that the Facility Agent may reasonably request and all such documents shall be reasonably satisfactory in form and substance to the Facility Agent (it being understood that the executed copy of the Construction Contract delivered to the Lead Arrangers prior to the Effective Date is satisfactory).

5.06 Share Charge. On the Initial Borrowing Date, the Pledgor shall have duly authorized, executed and delivered a Bermuda share charge for the Borrower substantially in the form of Exhibit F (as modified, supplemented or otherwise modified from time to time, the “Share Charge”) or otherwise reasonably satisfactory to the Lead Arrangers, together with the Share Charge Collateral.

5.07 Assignment of Contracts. On the Initial Borrowing Date, the Borrower shall have duly authorized, executed and delivered a valid and effective assignment by way of security in favor of the Collateral Agent of all of the Borrower’s present and future interests in and benefits under (x) the Construction Contract, (y) each Refund Guarantee and (z) the Construction Risk Insurance (it being understood that the Borrower will use commercially reasonable efforts to have the underwriters of the Construction Risk Insurance accept and endorse on such insurance policy a loss payable clause substantially in the form set forth in Part 3 of Schedule 2 to the Assignment of Contracts (as defined below), and it being further understood that certain of the Refund Guarantee and none of the Construction Risk Insurances will have been issued on the Initial Borrowing Date), which assignment shall be substantially in

the form of Exhibit J hereto or otherwise reasonably acceptable to the Lead Arrangers and the Borrower and customary for transactions of this type, along with appropriate notices and consents relating thereto (to the extent incorporated into or required pursuant to such Exhibit or otherwise agreed by the Borrower and the Facility Agent), including, without limitation, those acknowledgments, notices and consents listed on Schedule 5.07 (as modified, supplemented or amended from time to time, the "Assignment of Contracts") provided that, if any Refund Guarantee issued to the Borrower on the Initial Borrowing Date shall have been issued by KfW IPEX-Bank GmbH, then such Refund Guarantee shall be charged pursuant to a duly authorized, executed and delivered, valid and effective charge of any such Refund Guarantee in the form of Exhibit Q hereto or otherwise in a form reasonably acceptable to the Lead Arrangers and the Borrower and customary for transactions of this type, along with appropriate notices and consents relating thereto (to the extent incorporated into or required pursuant to such Exhibit or otherwise agreed by the Borrower and the Facility Agent) (as modified, supplemented or amended from time to time, the "Charge of KfW Refund Guarantees").

5.08 [Intentionally Omitted]

5.09 Process Agent. On or prior to the Initial Borrowing Date, the Facility Agent shall have received satisfactory evidence from the Parent, the Borrower and any other applicable Credit Party that they have each appointed an agent in London for the service of process or summons in relation to each of the Credit Documents.

5.10 Opinions of Counsel.

(a) On the Initial Borrowing Date, the Facility Agent shall have received from Paul, Weiss, Rifkind, Wharton & Garrison LLP (or another counsel reasonably acceptable to the Lead Arrangers), special New York counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, substantially in the form set forth in Exhibit 1 of Schedule 5.10.

(b) On the Initial Borrowing Date, the Facility Agent shall have received from Cox Hallett Wilkinson Limited (or another counsel reasonably acceptable to the Lead Arrangers), special Bermuda counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, substantially in the form set forth in Exhibit 2 of Schedule 5.10.

(c) On the Initial Borrowing Date, the Facility Agent shall have received from Norton Rose Fulbright LLP (or another counsel reasonably acceptable to the Lead Arrangers), special English counsel to the Facility Agent for the benefit of the Lead Arrangers, an opinion addressed to the Facility Agent (for itself and on behalf of the Lenders) and the Collateral Agent (for itself and on behalf of the Secured Creditors) dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date or otherwise reasonably satisfactory to the Lead Arrangers substantially in the form set forth in Exhibit 3 of Schedule 5.10.

(d) On the Initial Borrowing Date if required by any New Lender, the Facility Agent shall have received from Norton Rose Fulbright LLP (or another counsel reasonably acceptable to the Lead Arrangers), special German counsel to the Facility Agent for the benefit of the Lead Arrangers, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Exhibit 4 of Schedule 5.10.

(e) On the Initial Borrowing Date, the Facility Agent shall have received from Holland & Knight LLP (or another counsel reasonably acceptable to the Lead Arrangers), special Florida counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated the Initial Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, substantially in the form set forth in Exhibit 5 of Schedule 5.10.

5.11 KfW Refinancing. On or prior to the Initial Borrowing Date and to the extent that the Initial Syndication Date has occurred, either:

(a) the definitive credit documentation related to the KfW Refinancing (including, without limitation, the Interaction Agreement) shall have been duly executed and delivered by the parties thereto and shall be reasonably satisfactory to KfW and the Refinanced Banks, and the KfW Refinancing shall be effective in accordance with its terms; or

(b) any Lender which is not a Refinanced Bank but wishes to benefit from an Interest Make-Up Agreement shall have duly executed and delivered an Interest Make-Up Agreement.

5.12 Equity Payment. On the Initial Borrowing Date, the Facility Agent shall have received evidence, in form and substance reasonably satisfactory to the Facility Agent, that the Borrower shall have funded from cash on hand an amount equal to 0.4% of the Initial Construction Price for the Vessel.

5.13 Financing Statements. On the Initial Borrowing Date, the Collateral Agent, in consultation with the Credit Parties, shall have:

(a) prepared and filed proper financing statements (Form UCC-1 or the equivalent) fully prepared for filing under the UCC or in other appropriate filing offices of each jurisdiction as may be necessary or, in the reasonable opinion of the Collateral Agent, desirable to perfect the security interests purported to be created by the Share Charge, the Assignment of Contracts and if applicable, the Charge of KfW Refund Guarantees; and

(b) received certified copies of lien search results (Form UCC-11) listing all effective financing statements that name each Credit Party as debtor and that are filed in the District of Columbia and Florida, together with Form UCC-3 Termination Statements (or such other termination statements as shall be required by local law) fully prepared for filing if required by applicable laws for any

financing statement which covers the Collateral except to the extent evidencing Permitted Liens.

5.14 Security Trust Deed. On the Initial Borrowing Date and to the extent that the Initial Syndication Date has occurred, the Security Trust Deed shall have been executed by the parties thereto and shall be in full force and effect.

5.15 Hermes Cover. On the Initial Borrowing Date, (x) the Facility Agent shall have received evidence from the Hermes Agent that the Hermes Cover is in full force and effect on terms acceptable to the Lead Arrangers (it being understood that each Lead Arranger shall have confirmed to the Hermes Agent that the terms of the Hermes Cover are acceptable), and all due and owing Hermes Premium and Hermes Issuing Fees to be paid in connection therewith shall have been paid in full, which the Borrower hereby agrees to pay, provided it is understood and agreed that the Hermes Cover shall have been granted as soon as the Hermes Agent and/or the Facility Agent receives the Declaration of Guarantee (*Gewährleistungs-Erklärung*) from Hermes and (y) all Loans and other financing to be made pursuant hereto shall be in material compliance with the Hermes Cover and all applicable requirements of law or regulation.

SECTION 6. Conditions Precedent to each Borrowing Date. The obligation of each Lender to make Loans on each Borrowing Date is subject at the time of the making of such Loans to the satisfaction or (other than in the case of Sections 6.01, 6.02, 6.03, 6.04, 6.06 and 6.07) waiver of the following conditions:

6.01 No Default; Representations and Warranties. At the time of each Borrowing and also after giving effect thereto (i) there shall exist no Default or Event of Default and (ii) all representations and warranties contained herein or in any other Credit Document shall be true and correct in all material respects both before and after giving effect to such Borrowing with the same effect as though such representations and warranties had been made on the Borrowing Date in respect of such Borrowing (it being understood and agreed that any representation or warranty which by its terms is made as of a specified date shall be required to be true and correct in all material respects only as of such specified date).

6.02 Consents. On or prior to each Borrowing Date, all necessary governmental (domestic and foreign) and material third party approvals and/or consents in connection with the Construction Contract, any Refund Guarantee (to the extent issued on or prior to such Borrowing Date), the Vessel and the other transactions contemplated hereby (except to the extent specifically addressed in other sections of Section 5 or this Section 6) shall have been obtained and remain in effect. On each Borrowing Date, there shall not exist any judgment, order, injunction or other restraint issued or filed or a hearing seeking injunctive relief or other restraint pending or notified prohibiting or imposing materially adverse conditions upon this Agreement, the Transaction or the other transactions contemplated by the Credit Documents.

6.03 Refund Guarantees. On (x) the Initial Borrowing Date, the Refund Guarantee for the Pre-delivery Installment to be paid on the Initial Borrowing Date shall have been issued and assigned to the Collateral Agent pursuant to an Assignment of Contracts (or, if such Refund Guarantee is issued by KfW IPEX Bank GmbH, the Charge of KfW Refund

Guarantees) and (y) each other Borrowing Date (other than the Borrowing Date in relation to the Delivery Date), each additional Refund Guarantee that has been issued since the Initial Borrowing Date shall have been assigned to the Collateral Agent by delivering a supplement to the relevant schedule to the Assignment of Contracts (or, in the case of Refund Guarantees issued by KfW IPEX Bank GmbH, or supplement to the relevant schedule of the Charge of KfW Refund Guarantees) to the Collateral Agent with the updated information, in each case along with (to the extent incorporated into the Assignment of Contracts) an appropriate notice and consent relating thereto, and the Lead Arrangers shall have received reasonably satisfactory evidence to such effect. Each Refund Guarantee shall secure a principal amount equal to (i) the amount of the corresponding Pre-delivery Installment to be paid by the Borrower to the Yard minus (ii) the amount paid by the Yard to the Borrower in respect of the corresponding Pre-delivery Installment under Article 8, Clause 2.8 (i), (ii), (iii) or (iv), as the case may be, of the Construction Contract pursuant to the terms of each Refund Guarantee, and the Lead Arrangers shall have received reasonably satisfactory evidence to such effect.

6.04 Equity Payment. On each Borrowing Date on which the proceeds of Loans are being used to fund a payment under the Construction Contract, the Facility Agent shall have received evidence, in form and substance reasonably satisfactory to the Facility Agent, of the payment by the Borrower (other than from proceeds of Loans) of at least [\*] of each such amount then due on such Borrowing Date under the Construction Contract, it being agreed and acknowledged that where the Borrower makes an equity payment in excess of any of the minimum equity payments of [\*] referred to above, the subsequent minimum equity payment for future Borrowing Dates required may be reduced to take account of such over payment on a basis notified by the Borrower to the Facility Agent as long as at all times the Borrower continues to comply with the minimum equity requirements set out above.

6.05 Fees, Costs, etc. On each Borrowing Date, the Borrower shall have paid to the Agents, the Lead Arrangers and the Lenders all costs, fees, expenses (including, without limitation, reasonable fees and expenses of Norton Rose Fulbright LLP and local and maritime counsel and consultants) and other compensation contemplated hereby payable to the Agents, the Lead Arrangers and the Lenders or payable in respect of the transactions contemplated hereunder (including, without limitation, the KfW Refinancing), to the extent then due; provided that (i) any such costs, fees and expenses and other compensation shall have been invoiced to the Borrower at least three Business Days prior to such Borrowing Date and (ii) such costs, fees and expenses in respect of the initial syndication arising at the time of the Initial Syndication Date (including in respect of any KfW Refinancing or any Interest Make-Up Agreement but subject to Section 14.01) shall include ongoing or recurring legal costs or expenses after the Effective Date where such legal costs or expenses are incurred in respect of the period falling 6 months after the Effective Date or such longer period as the Borrower may approve (such approval not to be unreasonably withheld).

6.06 Construction Contract. On each Borrowing Date, the Borrower shall have certified that all conditions and requirements under the Construction Contract required to be satisfied on such Borrowing Date, including in connection with the respective payment installments to be made to the Yard on such Borrowing Date, shall have been satisfied (including, but not limited to, the Borrower's payment to the Yard of the portion of the payment installment on the Vessel that is not being financed with proceeds of the Loans), other than

those that are not materially adverse to the Lenders, it being understood that any litigation between the Yard and the Parent and/or Borrower shall be deemed to be materially adverse to the Lenders.

6.07 Notice of Borrowing. Prior to the making of each Loan, the Facility Agent shall have received the Notice of Borrowing required by Section 2.03(a), with such Notice of Borrowing to be accompanied by a copy of the invoice from the Yard in respect of the relevant instalment under the Construction Contract which is to be funded by that Loan.

6.08 Solvency Certificate. On each Borrowing Date, Parent shall cause to be delivered to the Facility Agent a solvency certificate from a senior financial officer of Parent, in substantially the form of Exhibit K or otherwise reasonably acceptable to the Facility Agent, which shall be addressed to the Facility Agent and each of the Lenders and dated such Borrowing Date, setting forth the conclusion that, after giving effect to the transactions hereunder (including the incurrence of all the financing contemplated with respect thereto and the purchase of the Vessel), the Parent and its Subsidiaries, taken as a whole, are not insolvent and will not be rendered insolvent by the Indebtedness incurred in connection therewith, and will not be left with unreasonably small capital with which to engage in their respective businesses and will not have incurred debts beyond their ability to pay such debts as they mature.

6.09 Litigation. On each Borrowing Date, other than as set forth on Schedule 6.09, there shall be no actions, suits or proceedings (governmental or private) pending or, to the Parent or the Borrower's knowledge, threatened (i) with respect to this Agreement or any other Credit Document or (ii) which has had, or, if adversely determined, could reasonably be expected to have, a Material Adverse Effect.

The acceptance of the proceeds of each Loan shall constitute a representation and warranty by the Borrower to the Facility Agent and each of the Lenders that all of the applicable conditions specified in Section 5, this Section 6 and Section 7 applicable to such Loan have been satisfied as of that time.

**SECTION 7. Conditions Precedent to the Delivery Date.**

The obligation of each Lender to make Loans on the Delivery Date is subject at the time of making such Loans to the satisfaction of the following conditions:

7.01 Delivery of Vessel. On the Delivery Date, the Vessel shall have been delivered in accordance with the terms of the Construction Contract, other than those changes that would not be materially adverse to the interests of the Lenders, and the Facility Agent shall have received (a) certified copies of the Delivery Documents (as such term is defined in the Construction Contract) required to be delivered by the Yard pursuant to Article 7, paragraph 1.3, clauses (i), (ii), (vii) and (viii) (and which, in the case of (vii) shall include details of all Permitted Change Orders) of the Construction Contract and (b) a copy of the written statement in respect of the Buyer's Allowance (as defined in the Construction Contract) referred to in Article 8, paragraph 2.8 (vii) of the Construction Contract as well as any details of any payment required to be made to the Borrower pursuant to Article 8, paragraph 2.8 (viii) of the Construction Contract.

7.02 Collateral and Guaranty Requirements. On or prior to the Delivery Date, the Collateral and Guaranty Requirements with respect to the Vessel shall have been satisfied or the Facility Agent shall have waived such requirements (other than the Specified Requirements) and/or conditioned such waiver on the satisfaction of such requirements within a specified period of time.

7.03 Evidence of [\*] Payment. On the Delivery Date, the Borrower shall have provided funding for an amount in the aggregate equal to the sum of at least (x) [\*] of the Initial Construction Price for the Vessel, (y) [\*] of the aggregate amount of Permitted Change Orders for the Vessel and (z) [\*] of the difference between the Final Construction Price and the Adjusted Construction Price for the Vessel (in each case, other than from proceeds of Loans) and the Facility Agent shall have received a certificate from the officer of the Borrower to such effect.

7.04 Hermes Compliance: Compliance with Applicable Laws and Regulations. On the Delivery Date, all Loans and other financing to be made pursuant hereto shall be in material compliance with all applicable requirements of law or regulation and the Hermes Cover.

(a) Opinion of Counsel. On the Delivery Date, the Facility Agent shall have received from Norton Rose Fulbright LLP (or another counsel reasonably acceptable to the Lead Arrangers), special English counsel to the Facility Agent for the benefit of the Lead Arrangers, an opinion addressed to the Facility Agent (for itself and on behalf of the Lenders) and the Collateral Agent (for itself and on behalf of the Secured Creditors) and each of the Lenders and dated as of the Delivery Date in substantially the form delivered to the Lenders pursuant to Section 5.10, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

(b) On the Delivery Date, the Facility Agent shall have received from Paul, Weiss, Rifkind, Wharton & Garrison LLP (or another counsel reasonably acceptable to the Lead Arrangers), special New York counsel to the Credit Parties, an opinion addressed to the Facility Agent and each of the Lenders and dated as of the Delivery Date in substantially the form delivered to the Lenders pursuant to Section 5.10, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

(c) On the Delivery Date, the Facility Agent shall have received from Graham Thompson & Co. (or another counsel reasonably acceptable to the Lead Arrangers), special Bahamas counsel to the Credit Parties (or if the Vessel is not flagged in the Bahamas, counsel qualified in the jurisdiction of the flag of the Vessel and reasonably satisfactory to the Facility Agent), an opinion addressed to the Facility Agent and each of the Lenders and dated as of the Delivery Date in substantially the form delivered to the Lenders pursuant to Section 5.10, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

(d) On the Delivery Date, the Facility Agent shall have received from Cox Hallett Wilkinson Limited (or another counsel reasonably acceptable to the Lead Arrangers), special Bermuda counsel to the Credit Parties, an opinion addressed to the Facility Agent and

each of the Lenders and dated as of such Borrowing Date in substantially the form delivered to the Lenders prior to the Effective Date, or otherwise reasonably satisfactory to the Lead Arrangers, covering the matters set forth in Schedule 7.05.

SECTION 8. Representations and Warranties. In order to induce the Lenders to enter into this Agreement and to make the Loans, the Borrower or each Credit Party, as applicable, makes the following representations and warranties, in each case on a daily basis, all of which shall survive the execution and delivery of this Agreement and the making of the Loans:

8.01 Entity Status. The Parent and each of the other Credit Parties (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted, (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect and (iii) is not a FATCA FFI or a U.S. Tax Obligor.

8.02 Power and Authority. Each of the Credit Parties has the power to enter into and perform this Agreement and those of the other Credit Documents to which it is a party and the transactions contemplated hereby and thereby and has taken all necessary action to authorize the entry into and performance of this Agreement and such other Credit Documents and such transactions. This Agreement constitutes legal, valid and binding obligations of the Parent and the Borrower enforceable in accordance with its terms and in entering into this Agreement and borrowing the Loans (in the case of the Borrower), the Parent and the Borrower are each acting on their own account. Each other Credit Document constitutes (or will constitute when executed) legal, valid and binding obligations of each Credit Party expressed to be a party thereto enforceable in accordance with their respective terms.

8.03 No Violation. The entry into and performance of this Agreement, the other Credit Documents and the transactions contemplated hereby and thereby do not and will not conflict with:

- (a) any law or regulation or any official or judicial order; or
- (b) the constitutional documents of any Credit Party; or
- (c) except as set forth on Schedule 8.03, any agreement or document to which any member of the NCLC Group is a party or which is binding upon such Credit Party or any of its assets, nor result in the creation or imposition of any Lien on a Credit Party or its assets pursuant to the provisions of any such agreement or document.

8.04 Governmental Approvals. Except for the filing of those Security Documents which require registration in the Federal Republic of Germany, the Bahamas, any state of the United States of America and/or with the Registrar of Companies in Bermuda, and

for the registration of the Vessel Mortgage through the Bahamas Maritime Authority (if the Vessel is flagged in the Bahamas) or such other relevant authority (if the Vessel is flagged in another Acceptable Flag Jurisdiction), all authorizations, approvals, consents, licenses, exemptions, filings, registrations, notarizations and other matters, official or otherwise, required in connection with the entry into, performance, validity and enforceability of this Agreement and each of the other Credit Documents and the transactions contemplated thereby have been obtained or effected and are in full force and effect except for matters in respect of (x) the Construction Risk Insurance and any Refund Guarantee (in each case only to the extent that such Collateral has not yet been delivered) and (y) Collateral to be delivered on the Delivery Date.

8.05 Financial Statements: Financial Condition. (a)(i) The audited consolidated balance sheets of the Parent and its Subsidiaries as at December 31, 2013 and the unaudited consolidated balance sheets of the Parent and its Subsidiaries as at March 31, 2014 and the related consolidated statements of operations and of cash flows for the fiscal years or quarters, as the case may be, ended on such dates, reported on by and accompanied by, in the case of the annual financial statements, an unqualified report from PricewaterhouseCoopers LLP, present fairly in all material respects the consolidated financial condition of the Parent and its Subsidiaries as at such date, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years or quarters, as the case may be, then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein).

(ii) The pro forma consolidated balance sheet of the Parent and its Subsidiaries as of December 31, 2013 (after giving effect to the Transaction and the financing therefor), a copy of which has been furnished to the Lenders prior to the Initial Borrowing Date, presents a good faith estimate in all material respects of the pro forma consolidated financial position of the Parent and its Subsidiaries as of such date.

(b) Since December 31, 2013, nothing has occurred that has had or could reasonably be expected to have a Material Adverse Effect.

8.06 Litigation. No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency (including but not limited to investigative proceedings) are current or pending or, to the Parent or the Borrower's knowledge, threatened, which might, if adversely determined, have a Material Adverse Effect.

8.07 True and Complete Disclosure. Each Credit Party has fully disclosed in writing to the Facility Agent all facts relating to such Credit Party which it knows or should reasonably know and which might reasonably be expected to influence the Lenders in deciding whether or not to enter into this Agreement.

8.08 Use of Proceeds. All proceeds of the Loans may be used only to finance (i) up to 80% of the Adjusted Construction Price of the Vessel and (ii) up to 100% of the Hermes Premium.

8.09 Tax Returns and Payments. The NCLC Group have complied with all taxation laws in all jurisdictions in which it is subject to Taxation and has paid all material Taxes due and payable by it; no material claims are being asserted against it with respect to Taxes, which might, if such claims were successful, have a material adverse effect on the ability of any Credit Party to perform its obligations under the Credit Documents or could otherwise be reasonably expected to have a Material Adverse Effect. As at the Effective Date all amounts payable by the Parent and the Borrower hereunder may be made free and clear of and without deduction for or on account of any Taxation in the Parent and the Borrower's jurisdiction.

8.10 No Material Misstatements. (a) All written information (other than the Projections, estimates and information of a general economic nature or general industry nature) (the "Information") concerning the Parent and its Subsidiaries, and the transactions contemplated hereby prepared by or on behalf of the foregoing or their representatives and made available to any Lenders or any Agent in connection with the transactions contemplated hereby, when taken as a whole, was true and correct in all material respects, as of the date such Information was furnished to the Lenders or any Agent and as of the Effective Date and did not, taken as a whole, contain any untrue statement of a material fact as of any such date or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole, not materially misleading in light of the circumstances under which such statements were made.

(b) The Projections and estimates and information of a general economic nature prepared by or on behalf of the Parent, the Borrower or any of their respective representatives and that have been made available to any Lenders or any Agent in connection with the transactions contemplated hereby (i) have been prepared in good faith based upon assumptions believed by the Parent, the Borrower to be reasonable as of the date thereof (it being understood that actual results may vary materially from the Projections), as of the date such Projections and estimates were furnished to the Lenders and as of the Effective Date, and (ii) as of the Effective Date, have not been modified in any material respect by the Parent or the Borrower.

8.11 The Security Documents. (a) None of the Collateral is subject to any Liens except Permitted Liens.

(b) The security interests created under the Share Charge in favor of the Collateral Agent, as pledgee, for the benefit of the Secured Creditors, constitute perfected security interests in the Share Charge Collateral described in the Share Charge, subject to no security interests of any other Person. No filings or recordings are required in order to perfect (or maintain the perfection or priority of) the security interests created in the Share Charge Collateral under the Share Charge other than with respect to that portion of the Share Charge Collateral constituting a "general intangible" under the UCC. The filings on Form UCC-1 made pursuant to the Share Charge will perfect a security interest in the Collateral covered by the Share Charge to the extent a security interest in such Collateral may be perfected by such filings.

(c) After the execution and registration thereof, the Vessel Mortgage will create, as security for the obligations purported to be secured thereby, a valid and enforceable perfected security interest in and mortgage lien on the Vessel in favor of the Collateral Agent (or

such other trustee as may be required or desired under local law) for the benefit of the Secured Creditors, superior and prior to the rights of all third Persons (except that the security interest and mortgage lien created on the Vessel may be subject to the Permitted Liens related thereto) and subject to no other Liens (other than Permitted Liens related thereto).

(d) After the execution and delivery thereof and upon the taking of the actions mentioned in the immediately succeeding sentence, each of the Security Documents will create in favor of the Collateral Agent for the benefit of the Secured Creditors a legal, valid and enforceable fully perfected first priority security interest in and Lien on all right, title and interest of the Credit Parties party thereto in the Collateral described therein, subject only to Permitted Liens. Subject to Sections 7.02, 8.04 and this Section 8.11 and the definition of "Collateral and Guaranty Requirements," no filings or recordings are required in order to perfect the security interests created under any Security Document except for filings or recordings which shall have been made on or prior to the execution of such Security Document.

8.12 Capitalization. All the Capital Stock, as set forth on Schedule 8.12, in the Borrower and each other Credit Party (other than the Parent) is legally and beneficially owned directly or indirectly by the Parent and, except as permitted by Section 10.02, such structure shall remain so until the Maturity Date.

8.13 Subsidiaries. On and as of the Initial Borrowing Date, other than in respect of Dormant Subsidiaries (i) the Parent has no Subsidiaries other than those Subsidiaries listed on Schedule 8.13 which Schedule identifies the correct legal name, direct owner, percentage ownership and jurisdiction of organization of the Borrower and each such other Subsidiary on the date hereof, (ii) all outstanding shares of the Borrower and each other Subsidiary of the Parent have been duly and validly issued, are fully paid and non-assessable and have been issued free of preemptive rights, and (iii) neither the Borrower nor any Subsidiary of the Parent has outstanding any securities convertible into or exchangeable for its Capital Stock or outstanding any right to subscribe for or to purchase, or any options or warrants for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of or any calls, commitments or claims of any character relating to, its Capital Stock or any stock appreciation or similar rights.

8.14 Compliance with Statutes, etc. The Parent and each of its Subsidiaries is in compliance in all material respects with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the ownership of its property, except such noncompliances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.15 Winding-up, etc. None of the events contemplated in clauses (a), (b), (c), (d) or (e) of Section 11.05 has occurred with respect to any Credit Party.

8.16 No Default. No event has occurred which constitutes a Default or Event of Default under or in respect of any Credit Document to which any Credit Party is a party or by which the Parent or any of its Subsidiaries may be bound (including (inter alia) this Agreement) and no event has occurred which constitutes a default under or in respect of any agreement or

document to which any Credit Party is a party or by which any Credit Party may be bound, except to an extent as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

8.17 Pollution and Other Regulations. Each of the Credit Parties:

(a) is in compliance with all applicable federal, state, local, foreign and international laws, regulations, conventions and agreements relating to pollution prevention or protection of human health or the environment (including, without limitation, ambient air, surface water, ground water, navigable waters, water of the contiguous zone, ocean waters and international waters), including without limitation, laws, regulations, conventions and agreements relating to (i) emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous materials, oil, hazard substances, petroleum and petroleum products and by-products ("Materials of Environmental Concern") or (ii) Environmental Law;

(b) has all permits, licenses, approvals, rulings, variances, exemptions, clearances, consents or other authorizations required under applicable Environmental Law ("Environmental Approvals") and is in compliance with all Environmental Approvals required to operate its business as presently conducted or as reasonably anticipated to be conducted;

(c) has not received any notice, claim, action, cause of action, investigation or demand by any other person, alleging potential liability for, or a requirement to incur, investigatory costs, clean-up costs, response and/or remedial costs (whether incurred by a governmental entity or otherwise), natural resources damages, property damages, personal injuries, attorneys' fees and expenses or fines or penalties, in each case arising out of, based on or resulting from (i) the presence or release or threat of release into the environment of any Materials of Environmental Concern at any location, whether or not owned by such person or (ii) Environmental Claim,

(A) which is, or are, in each case, material; and

(B) there are no circumstances that may prevent or interfere with such full compliance in the future.

There are no Environmental Claims pending or threatened against any of the Credit Parties which the Parent or the Borrower, in its reasonable opinion, believes to be material.

There are no past or present actions, activities, circumstances, conditions, events or incidents, including, without limitation, the release, emission, discharge or disposal of any Materials of Environmental Concern, that the Parent or the Borrower reasonably believes could form the basis of any bona fide material Environmental Claim against any of the Credit Parties.

8.18 Ownership of Assets. Except as permitted by Section 10.02, each member of the NCLC Group has good and marketable title to all its assets which is reflected in the audited accounts referred to in Section 8.05(a).

8.19 Concerning the Vessel. As of the Delivery Date, (a) the name, registered owner, official number, and jurisdiction of registration and flag of the Vessel shall be set forth on Schedule 8.19 (as updated from time to time by the Borrower pursuant to Section 9.13 with respect to flag jurisdiction, and otherwise (with respect to name, registered owner, official number and jurisdiction of registration) upon advance notice and in a manner that does not interfere with the Lenders' Liens on the Collateral, provided that each applicable Credit Party shall take all steps requested by the Collateral Agent to preserve and protect the Liens created by the Security Documents on the Vessel) and (b) the Vessel is and will be operated in material compliance with all applicable law, rules and regulations.

8.20 Citizenship. None of the Credit Parties has an establishment in the United Kingdom within the meaning of the Overseas Companies Regulation 2009 with the exception of the Parent or a place of business in the United States (in each case, except as already disclosed) or any other jurisdiction which requires any of the Security Documents to be filed or registered in that jurisdiction to ensure the validity of the Security Documents to which it is a party unless (x) all such filings and registrations have been made or will be made as provided in Sections 7.02, 8.04 and 8.11 and the definition of "Collateral and Guaranty Requirements" and (y) prompt notice of the establishment of such a place of business is given to the Facility Agent and the requirements set forth in Section 9.10 have been satisfied. The Borrower and each other Credit Party which owns or operates, or will own or operate, the Vessel at any time is, or will be, qualified to own and operate the Vessel under the laws of the Bahamas or such other jurisdiction in which the Vessel is permitted, or will be permitted, to be flagged in accordance with the terms of Section 9.13.

8.21 Vessel Classification. The Vessel is or will be as of the Delivery Date, classified in the highest class available for vessels of its age and type with a classification society listed on Schedule 8.21 hereto or another internationally recognized classification society reasonably acceptable to the Collateral Agent, free of any overdue conditions or recommendations.

8.22 No Immunity. None of the Credit Parties nor any of their respective assets enjoys any right of immunity (sovereign or otherwise) from set-off, suit or execution in respect of their obligations under this Agreement or any of the other Credit Documents or by any relevant or applicable law.

8.23 Fees, Governing Law and Enforcement. No fees or taxes, including, without limitation, stamp, transaction, registration or similar taxes, are required to be paid to ensure the legality, validity, or enforceability of this Agreement or any of the other Credit Documents other than recording taxes which have been, or will be, paid as and to the extent due. Under the laws of the Bahamas or any other jurisdiction where the Vessel is flagged, the choice of the laws of England as set forth in the Credit Documents which are stated to be governed by the laws of England is a valid choice of law, and the irrevocable submission by each Credit Party to jurisdiction and consent to service of process and, where necessary, appointment by such Credit Party of an agent for service of process, in each case as set forth in such Credit Documents, is legal, valid, binding and effective.

8.24 Form of Documentation. Each of the Credit Documents is in proper legal form (under the laws of England, the Bahamas, Bermuda and each other jurisdiction where the Vessel is flagged or where the Credit Parties are domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of each such Credit Document in England, the Bahamas and/or Bermuda it is not necessary that any Credit Document or any other document be filed or recorded with any court or other authority in England, the Bahamas and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8, as applicable.

8.25 Pari Passu or Priority Status. The claims of the Agents and the Lenders against the Parent or the Borrower under this Agreement will rank at least pari passu with the claims of all unsecured creditors of the Parent or the Borrower (other than claims of such creditors to the extent that they are statutorily preferred) and in priority to the claims of any creditor of the Parent or the Borrower who is also a Credit Party.

8.26 Solvency. The Credit Parties, taken as a whole, are and shall remain, after the advance to them of the Loans or any of such Loans, solvent in accordance with the laws of Bermuda, the United States, England and the Bahamas and in particular with the provisions of the Bankruptcy Code and the requirements thereof.

8.27 No Undisclosed Commissions. There are and will be no commissions, rebates, premiums or other payments by or to or on account of any Credit Party, their shareholders or directors in connection with the Transaction as a whole other than as disclosed to the Facility Agent or any other Agent in writing.

8.28 Completeness of Documentation. The copies of the Management Agreements, the Construction Contract, each Refund Guarantee, and to the extent applicable, the Supervision Agreement delivered to the Facility Agent are true and complete copies of each such document constituting valid and binding obligations of the parties thereto enforceable in accordance with their respective terms and no amendments thereto or variations thereof have been agreed nor has any action been taken by the parties thereto which would in any way render such document inoperative or unenforceable, unless replaced by a management agreement or management agreements, refund guarantees or, to the extent applicable, a supervision agreement, as the case may be, reasonably satisfactory to the Facility Agent.

8.29 Money Laundering. Any borrowing by the Borrower hereunder, and the performance of its obligations hereunder and under the other Security Documents, will be for its own account and will not, to the best of its knowledge, involve any breach by it of any law or regulatory measure relating to "money laundering" as defined in Article 1 of the Directive (2005/EC/60) of the European Parliament and of the Council of the European Communities.

SECTION 9. Affirmative Covenants. The Parent and the Borrower hereby covenant and agree that on and after the Initial Borrowing Date and until the Total Commitments have terminated and the Loans, together with interest, Commitment Commission and all other obligations incurred hereunder and thereunder, are paid in full (other than contingent indemnification and expense reimbursement claims for which no claim has been made):

9.01 Information Covenants. The Parent will provide to the Facility Agent (or will procure the provision of):

( a ) Quarterly Financial Statements. Within 60 days after the close of the first three fiscal quarters in each fiscal year of the Parent, the consolidated balance sheets of the Parent and its Subsidiaries as at the end of such quarterly accounting period and the related consolidated statements of operations and cash flows, in each case for such quarterly accounting period and for the elapsed portion of the fiscal year ended with the last day of such quarterly accounting period, and in each case, setting forth comparative figures for the related periods in the prior fiscal year, all of which shall be certified by a financial officer of the Borrower, subject to normal year-end audit adjustments and the absence of footnotes;

(b) Annual Financial Statements. Within 120 days after the close of each fiscal year of the Parent, the consolidated balance sheets of the Parent and its Subsidiaries as at the end of such fiscal year and the related consolidated statements of operations and changes in shareholders' equity and of cash flows for such fiscal year setting forth comparative figures for the preceding fiscal year and audited by independent certified public accountants of recognized international standing, together with an opinion of such accounting firm (which opinion shall not be qualified as to scope of audit or as to the status of the Parent as a going concern) to the effect that such consolidated financial statements fairly present, in all material respects, the financial position and results of operations of the Parent and its Subsidiaries on a consolidated basis in accordance with GAAP;

( c ) Valuations. After the Delivery Date, together with delivery of the financial statements described in Section 9.01(b) for each fiscal year, and at any other time within 15 days of a written request from the Facility Agent, an appraisal report of recent date (but in no event earlier than 90 days before the delivery of such reports) from an Approved Appraiser or such other independent firm of shipbrokers or shipvaluers nominated by the Borrower and approved by the Facility Agent (acting on the instructions of the Required Lenders) or failing such nomination and approval, appointed by the Facility Agent (acting on such instructions) in its sole discretion (each such valuation and any other valuation obtained pursuant to this Section 9.01(c) shall be made without, unless reasonably required by the Facility Agent, physical inspection and on the basis of a sale for prompt delivery for cash at arm's length on normal commercial terms as between a willing buyer and a willing seller without taking into account the benefit of any charterparty or other engagement concerning the Vessel), stating the then current fair market value of the Vessel. The appraisal obtained pursuant to the above provisions shall be treated as the fair market value of the Vessel for that period unless the Facility Agent (acting on the instructions of the Required Lenders) notifies the Borrower within 15 days of the receipt of this appraisal that it is not satisfied that such appraisal appropriately reflects the fair market value of the Vessel, in which case the Facility Agent shall be entitled to request that the Borrower obtains a second valuation from an Approved Appraiser, such second valuation to be obtained within 15 days of the receipt of the request for the same. Where any such second valuation is so requested, the fair market value of the Vessel shall be determined on the basis of the average of the two appraisals so obtained. All such appraisals shall be conducted by, and made at the expense of, the Borrower (it being understood that the Facility Agent may and, at the request of the Lenders, shall, upon prior written notice to the Borrower (which notice shall identify the names of the relevant appraisal firms), obtain such appraisals and that the cost of all such appraisals will be for

the account of the Borrower); provided that, unless an Event of Default shall then be continuing, in no event shall the Borrower be required to pay for appraisal reports from one or, if applicable, two appraisers on more than one occasion in any fiscal year of the Borrower, with the cost of any such reports in excess thereof to be paid by the Lenders on a pro rata basis;

( d ) Filings. Promptly, copies of all financial information, proxy materials and other information and reports, if any, which the Parent or any of its Subsidiaries shall file with the Securities and Exchange Commission (or any successor thereto);

( e ) Projections. (i) As soon as practicable (and in any event within 120 days after the close of each fiscal year), commencing with the fiscal year ending December 31, 2014, annual cash flow projections on a consolidated basis of the NCLC Group showing on a monthly basis advance ticket sales (for at least 12 months following the date of such statement) for the NCLC Group;

(ii) As soon as practicable (and in any event not later than January 31 of each fiscal year):

(x) a budget for the NCLC Group for such new fiscal year including a 12 month liquidity budget for such new fiscal year;

(y) updated financial projections of the NCLC Group for at least the next five years (including an income statement and quarterly break downs for the first of those five years); and

(z) an outline of the assumptions supporting such budget and financial projections including but without limitation any scheduled drydockings;

( f ) Officer's Compliance Certificates. As soon as practicable (and in any event within 60 days after the close of each of the first three quarters of its fiscal year and within 120 days after the close of each fiscal year), a statement signed by one of the Parent's financial officers substantially in the form of Exhibit M (commencing with the fiscal quarter ending September 30, 2014) and such other information as the Facility Agent may reasonably request;

( g ) Litigation. On a quarterly basis, details of any material litigation, arbitration or administrative proceedings affecting any Credit Party which are instituted and served, or, to the knowledge of the Parent or the Borrower, threatened (and for this purpose proceedings shall be deemed to be material if they involve a claim in an amount exceeding \$25,000,000 or the equivalent in another currency);

( h ) Notice of Event of Default. Promptly upon (i) any Credit Party becoming aware thereof (and in any event within three Business Days), notification of the occurrence of any Event of Default and (ii) the Facility Agent's request from time to time, a certificate stating whether any Credit Party is aware of the occurrence of any Event of Default;

( i ) Status of Foreign Exchange Arrangements. Promptly upon reasonable request from the Lead Arrangers through the Facility Agent, an update on the status of the Parent

and the Borrower's foreign exchange arrangements with respect to the Vessel and this Agreement; and

(j) Other Information. Promptly, such further information in its possession or control regarding its financial condition and operations and those of any company in the NCLC Group as the Facility Agent may reasonably request.

All accounts required under this Section 9.01 shall be prepared in accordance with GAAP and shall fairly represent in all material respects the financial condition of the relevant company.

9.02 Books and Records: Inspection. The Parent will keep, and will cause each of its Subsidiaries to keep, proper books of record and account in all material respects, in which materially proper and correct entries shall be made of all financial transactions and the assets, liabilities and business of the Parent and its Subsidiaries in accordance with GAAP. The Parent will, and will cause each of its Subsidiaries to, permit officers and designated representatives of the Facility Agent at the reasonable request of any Lead Arranger to visit and inspect, under guidance of officers of the Parent or such Subsidiary, any of the properties of the Parent or such Subsidiary, and to examine the books of account of the Parent or such Subsidiary and discuss the affairs, finances and accounts of the Parent or such Subsidiary with, and be advised as to the same by, its and their officers and independent accountants, all upon reasonable prior notice and at such reasonable times and intervals and to such reasonable extent as the Facility Agent at the reasonable request of any such Lead Arranger may reasonably request.

9.03 Maintenance of Property: Insurance. The Parent will (x) keep, and will procure that each of its Subsidiaries keeps, all of its real property and assets properly maintained and in existence and will comprehensively insure, and will procure that each of its Subsidiaries comprehensively insures, for such amounts and of such types as would be effected by prudent companies carrying on business similar to the Parent or its Subsidiaries (as the case may be) and (y) as of the Delivery Date, maintain (or cause the Borrower to maintain) insurance (including, without limitation, hull and machinery, war risks, loss of hire (if applicable), protection and indemnity insurance as set forth on Schedule 9.03 (the "Required Insurance") with respect to the Vessel at all times.

9.04 Corporate Franchises. The Parent will, and will cause each of its Subsidiaries to, do all such things as are necessary to maintain its corporate existence (except as permitted by Section 10.02) in good standing and will ensure that it has the right and is duly qualified to conduct its business as it is conducted in all applicable jurisdictions and will obtain and maintain all franchises and rights necessary for the conduct of its business, except, in the case of Subsidiaries that are not Credit Parties, to the extent that a failure to do so could not reasonably be expected to have a Material Adverse Effect.

9.05 Compliance with Statutes, etc. The Parent will, and will cause each of its Subsidiaries to, comply with all applicable statutes, regulations and orders of, and all applicable restrictions (including all laws and regulations relating to money laundering) imposed by, all governmental bodies, domestic or foreign, in respect of the conduct of its business and the

ownership of its property, except such non-compliances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.06 Hermes Cover. (a) The terms and conditions of the Hermes Cover are incorporated herein and in so far as they impose terms, conditions and/or obligations on the Collateral Agent and/or the Facility Agent and/or the Hermes Agent and/or the Lenders in relation to the Borrower or any other Credit Party then such terms, conditions and obligations are binding on the parties hereto and further in the event of any conflict between the terms of the Hermes Cover and the terms hereof the terms of the Hermes Cover shall be paramount and prevail. For the avoidance of doubt, neither the Parent nor the Borrower has any interest or entitlement in the proceeds of the Hermes Cover. In particular, but without limitation, the Borrower shall pay any difference between the amount of the Loans drawn to pay the Hermes Premium, and the Hermes Premium.

(b) The Borrower shall at all times promptly pay all due and owing Hermes Premium.

9.07 End of Fiscal Years. The Parent and the Borrower will maintain their fiscal year ends as in effect on the Effective Date.

9.08 Performance of Credit Document Obligations. The Parent will, and will cause each of its Subsidiaries to, perform all of its obligations under the terms of each mortgage, indenture, security agreement and other debt instrument (including, without limitation, the Credit Documents) by which it is bound, except such non-performances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

9.09 Payment of Taxes. The Parent will pay and discharge, and will cause each of its Subsidiaries to pay and discharge, all material taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, in each case on a timely basis, and all lawful claims which, if unpaid, might become a Lien not otherwise permitted under Section 10.01, provided that neither the Parent nor any of its Subsidiaries shall be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with generally accepted accounting principles.

9.10 Further Assurances. (a) The Borrower will, from time to time on being required to do so by the Facility Agent or the Hermes Agent, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the Facility Agent or the Hermes Agent (as the case may be) as the Facility Agent or the Hermes Agent may reasonably consider necessary for giving full effect to any of the Credit Documents or securing to the Agents and/or the Lenders or any of them the full benefit of the rights, powers and remedies conferred upon the Agents and/or the Lenders or any of them in any such Credit Document.

(b) The Borrower hereby authorizes the Collateral Agent to file one or more financing or continuation statements under the UCC (or any non-U.S. equivalent thereto), and amendments thereto, relative to all or any part of the Collateral without the signature of the Borrower, where permitted by law. The Collateral Agent will promptly send the Borrower a copy of any financing or continuation statements which it may file without the signature of the Borrower and the filing or recordation information with respect thereto.

(c) The Parent will cause each Subsidiary of the Parent which owns any direct interest in the Borrower promptly following such Subsidiary's acquisition of such interest, to execute and deliver a counterpart to the Share Charge and, in connection therewith, promptly execute and deliver all further instruments, and take all further action, that the Facility Agent may reasonably require (including, without limitation, the provision of officers' certificates, resolutions, good standing certificates and opinions of counsel, in each case to the reasonable satisfaction of the Facility Agent).

(d) If at any time the Borrower shall enter into a Supervision Agreement pursuant to the Construction Contract, the Borrower shall, substantially simultaneously therewith, duly authorize, execute and deliver a valid and effective first-priority legal assignment in favor of the Collateral Agent of all of the Borrower's present and future interests in and benefits under such Supervision Agreement, which such assignment shall be in form and substance reasonably acceptable to the Facility Agent, and customary for this type of transaction.

9.11 Ownership of Subsidiaries. Other than "director qualifying shares" and similar requirements, the Parent shall at all times directly or indirectly own 100% of the Capital Stock or other Equity Interests of the Borrower (except as permitted by Section 10.02).

9.12 Consents and Registrations. The Parent and the Borrower shall obtain (and shall, at the request of the Facility Agent, promptly furnish certified copies to the Facility Agent of) all such authorizations, approvals, consents, licenses and exemptions as may be required under any applicable law or regulation to enable it or any Credit Party to perform its obligations under, and ensure the validity or enforceability of, each of the Credit Documents and shall ensure that the same are promptly renewed from time to time and will also procure that the terms of the same are complied with at all times. Insofar as such filings or registrations have not been completed on or before the Initial Borrowing Date, the Borrower will procure the filing or registration within applicable time limits of each Security Document which requires filing or registration together with all ancillary documents required to preserve the priority and enforceability of the Security Documents.

9.13 Flag of Vessel. (a) The Borrower shall cause the Vessel to be registered under the laws and flag of the Bahamas or, provided that the requirements of a Flag Jurisdiction Transfer are satisfied, another Acceptable Flag Jurisdiction. Notwithstanding the foregoing, the Borrower may transfer the Vessel to an Acceptable Flag Jurisdiction pursuant to the requirements set forth in the definition of "Flag Jurisdiction Transfer".

(b) Except as permitted by Section 10.02, the Borrower will own the Vessel and will procure that the Vessel is traded within the NCLC Fleet from the Delivery Date until the Maturity Date.

(c) The Borrower will at all times engage a Manager to provide the commercial and technical management and crewing of the Vessel.

9.14 “Know Your Customer” and Other Similar Information. The Parent will, and will cause the Credit Parties, to provide (i) the “Know Your Customer” information required pursuant to the PATRIOT Act and applicable money laundering provisions and (ii) such other documentation and evidence necessary in order for the Lenders to carry out and be reasonably satisfied with other similar checks under all applicable laws and regulations pursuant to the Transaction and the Hermes Cover, in each case as requested by the Facility Agent, the Hermes Agent or any Lender in connection with each of the Facility Agent’s, the Hermes Agent’s and each Lender’s internal compliance regulations.

SECTION 10. Negative Covenants. The Parent and the Borrower hereby covenant and agree that on and after the Initial Borrowing Date and until all Commitments have terminated and the Loans, together with interest, Commitment Commission and all other Credit Document Obligations incurred hereunder and thereunder, are paid in full (other than contingent indemnification and expense reimbursement claims for which no claim has been made):

10.01 Liens. The Parent will not, and will not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien upon or with respect to any Collateral, whether now owned or hereafter acquired, or sell any such Collateral subject to an understanding or agreement, contingent or otherwise, to repurchase such Collateral (including sales of accounts receivable with recourse to the Parent or any of its Subsidiaries); provided that the provisions of this Section 10.01 shall not prevent the creation, incurrence, assumption or existence of the following (Liens described below are herein referred to as “Permitted Liens”):

(i) inchoate Liens for taxes, assessments or governmental charges or levies not yet due and payable or Liens for taxes, assessments or governmental charges or levies being contested in good faith and by appropriate proceedings for which adequate reserves have been established in accordance with generally accepted accounting principles;

(ii) Liens imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for Borrowed Money, such as carriers’, warehousemen’s, materialmen’s and mechanics’ liens and other similar Liens arising in the ordinary course of business, and (x) which do not in the aggregate materially detract from the value of the Collateral and do not materially impair the use thereof in the operation of the business of the Parent or such Subsidiary or (y) which are being contested in good faith by appropriate proceedings, which proceedings (or orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Collateral subject to any such Lien;

(iii) Liens in existence on the Effective Date which are listed, and the property subject thereto described, in Schedule 10.01, without giving effect to any renewals or extensions of such Liens, provided that the aggregate principal amount of the Indebtedness, if any, secured by such Liens does not increase from that amount outstanding on the Effective Date, less any repayments of principal thereof;

(iv) Liens created pursuant to the Security Documents including, without limitation, Liens created in relation to any Interest Rate Protection Agreement or Other Hedging Agreement;

(v) Liens arising out of judgments, awards, decrees or attachments with respect to which the Parent or any of its Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review, provided that the aggregate amount of all such judgments, awards, decrees or attachments shall not constitute an Event of Default under Section 11.09;

(vi) Liens in respect of seamen's wages which are not past due and other maritime Liens arising in the ordinary course of business up to an aggregate amount of \$10,000,000;

(vii) [Intentionally omitted]

(viii) Liens which rank after the Liens created by the Security Documents to secure the performance of bids, tenders, bonds or contracts; provided that (a) such bids, tenders, bonds or contracts directly relate to the Vessel, are incurred in the ordinary course of business and do not relate to the incurrence of Indebtedness for Borrowed Money, and (b) at any time outstanding, the aggregate amount of Liens under this clause (viii) shall not secure greater than \$25,000,000 of obligations.

In connection with the granting of Liens described above in this Section 10.01 by the Parent or any of its Subsidiaries, the Facility Agent and the Collateral Agent shall be authorized to take any actions deemed appropriate by it in connection therewith (including, without limitation, by executing appropriate lien subordination agreements in favor of the holder or holders of such Liens, in respect of the item or items of equipment or other assets subject to such Liens).

10.02 Consolidation, Merger, Amalgamation, Sale of Assets, Acquisitions, etc. (a) The Parent will not, and will not permit any of its Subsidiaries to, wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation, or convey, sell, lease or otherwise dispose of all or substantially all of its property or assets, or make any Acquisitions, except that:

(i) any Subsidiary of the Parent (other than the Borrower) may merge, amalgamate or consolidate with and into, or be dissolved or liquidated into, the Parent or other Subsidiary of the Parent (other than the Borrower), so long as (x) in the case of any such merger, amalgamation, consolidation, dissolution or liquidation involving the Parent, the Parent is the surviving or continuing entity of any such merger, amalgamation, consolidation, dissolution or liquidation and (y) any security interests granted to the Collateral Agent for the benefit of the Secured Creditors pursuant to the Security Documents in the assets of such Subsidiary shall remain in full force and effect and perfected (to at least the same extent as in effect immediately prior to such merger, amalgamation, consolidation, dissolution or liquidation) and all actions required to maintain said perfected status have been taken;

(ii) the Parent and any Subsidiary of the Parent may make dispositions of assets so long as such disposition is permitted pursuant to Section 10.02(b);

(iii) the Parent and any Subsidiary of the Parent (other than the Borrower) may make Acquisitions;provided that (x) the Parent provides evidence reasonably satisfactory to the Required Lenders that the Parent will be in compliance with the financial undertakings contained in Sections 10.06 to 10.09 after giving effect to such Acquisition on a pro forma basis and (y) no Default or Event of Default will exist after giving effect to such Acquisition; and

(iv) the Parent and any Subsidiary of the Parent (other than the Borrower) may establish new Subsidiaries.

(b) The Parent will not, and will not permit any other company in the NCLC Group to, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer, lease or otherwise dispose of all or a substantial part of its assets except that the following disposals shall not be taken into account:

(i) dispositions made in the ordinary course of trading of the disposing entity (excluding a disposition of the Vessel or other Collateral) including without limitation, the payment of cash as consideration for the purchase or acquisition of any asset or service or in the discharge of any obligation incurred for value in the ordinary course of trading;

(ii) dispositions of cash raised or borrowed for the purposes for which such cash was raised or borrowed;

(iii) dispositions of assets (other than the Vessel or other Collateral) owned by any member of the NCLC Group in exchange for other assets comparable or superior as to type and value;

(iv) a vessel (other than the Vessel or other Collateral) or any other asset owned by any member of the NCLC Group (other than the Borrower) may be sold, provided such sale is on a willing seller willing buyer basis at or about market rate and at arm's length subject always to the provisions of any loan documentation for the financing of such vessel or other asset;

(v) the Credit Parties may sell, lease or otherwise dispose of the Vessel or sell 100% of the Capital Stock of the Borrower, provided that such sale is made at fair market value, the Total Commitment is permanently reduced to \$0, and the Loans are repaid in full; and

(vi) Permitted Chartering Arrangements.

10.03 Dividends. (a) The Parent shall be entitled at any time to authorize, declare or pay any Dividends provided no Default is continuing or would occur as a result of the authorization, declaration or payment of any such Dividend at such time; provided that, notwithstanding the foregoing, the Parent may pay Dividends (i) to persons responsible for

paying the tax liability in respect of consolidated, combined, unitary or affiliated tax returns for each relevant jurisdiction of the NCLC Group, or (ii) to holders of the Parent's Capital Stock with respect to income taxable as a result of member of the NCLC Group being taxed as a pass-through entity for U.S. Federal, state and local income tax purposes or attributable to any member of the NCLC Group.

(b) Sub-clause (a) above does not apply to Subsidiaries of the Parent, who may therefore authorize, declare and pay Dividends to another member of the NCLC Group regardless of whether a Default exists at such time.

10.04 Advances, Investments and Loans. The Parent will not, and will not permit any other member of the NCLC Group to, purchase or acquire any margin stock (or other Equity Interests) or any other asset, or make any capital contribution to or other investment in any other Person (each of the foregoing an "Investment" and, collectively, "Investments"), in each case either in a single transaction or in a series of transactions (whether related or not), except that the following shall be permitted:

- (i) Investments on arm's length terms;
- (ii) Investments for its use in its ordinary course of business;
- (iii) Investments the cost of which is less than or equal to its fair market value at the date of acquisition; and
- (iv) Investments permitted by Section 10.02.

10.05 Transactions with Affiliates. (a) The Parent will not, and will not permit any of its Subsidiaries to, directly or indirectly, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction or series of transactions, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of such Person (each of the foregoing, an "Affiliate Transaction") involving aggregate consideration in excess of \$10,000,000, unless such Affiliate Transaction is on terms that are not materially less favorable to the Parent or any Subsidiary of the Parent than those that could have been obtained in a comparable transaction by such Person with an unrelated Person.

(b) The provisions of Section 10.05(a) shall not apply to the following:

- (i) transactions between or among the Parent and/or any Subsidiary of the Parent (or an entity that becomes a Subsidiary of the Parent as a result of such transaction) and any merger, consolidation or amalgamation of the Parent or any Subsidiary of the Parent and any direct parent of the Parent, any Subsidiary of the Parent or, in the case of a Subsidiary of the Parent, the Parent; provided that such parent shall have no material liabilities and no material assets other than cash, Cash Equivalents and the Capital Stock of the Parent or such Subsidiary of the Parent, as the case may be, and such merger, consolidation or amalgamation is otherwise in compliance with the terms of this Agreement and effected for a bona fide business purpose;

- (ii) Dividends permitted by Section 10.03 and Investments permitted by Section 10.04;
- (iii) the payment of reasonable and customary fees and reimbursement of expenses paid to, and indemnity provided on behalf of, officers, directors, employees or consultants of the Parent or any Subsidiary of the Parent, any direct or indirect parent of the Parent;
- (iv) payments by the Parent or any Subsidiary of the Parent to a Permitted Holder made for any financial advisory, financing, underwriting or placement services or in respect of other investment banking activities, including, without limitation, in connection with acquisitions or divestitures, which payments are approved by a majority of the board of directors of the Parent in good faith;
- (v) any agreement to pay, and the payment of, monitoring, management, transaction, advisory or similar fees (A) in an aggregate amount in any fiscal year not to exceed the sum of (1) the greater of (i) 1% of Consolidated EBITDA of the Parent and (ii) \$9,000,000, plus reasonable out of pocket costs and expenses in connection therewith and unpaid amounts accrued for prior periods; plus (2) any deferred fees (to the extent such fees were within such amount in clause (A)(1) above originally), plus (B) 2.0% of the value of transactions with respect to which an Affiliate provides any transaction, advisory or other services;
- (vi) transactions in which the Parent or any Subsidiary of the Parent, as the case may be, delivers to the Facility Agent a letter from an independent financial advisor stating that such transaction is fair to the Parent or any Subsidiary of the Parent, as the case may be, from a financial point of view or meets the requirements of Section 10.05(a);
- (vii) payments or loans (or cancellation of loans) to officers, directors, employees or consultants which are approved by a majority of the board of directors of the Parent in good faith;
- (viii) any agreement as in effect as of the Effective Date or any amendment thereto (so long as any such agreement together with all amendments thereto, taken as a whole, is not more disadvantageous to the Lenders in any material respect than the original agreement as in effect on the Effective Date) or any transaction contemplated thereby as determined in good faith by the Parent;
- (ix) (A) transactions with customers, clients, suppliers or purchasers or sellers of goods or services, or transactions otherwise relating to the purchase or sale of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of this Agreement, which are fair to the Parent and its Subsidiaries in the reasonable determination of the Board of Directors or the senior management of the Parent, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party or (B) transactions with

joint ventures or Subsidiaries of the Parent entered into in the ordinary course of business and consistent with past practice or industry norm;

- (x) the issuance of Equity Interests (other than Disqualified Stock) of the Parent to any Person;
- (xi) the issuances of securities or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock option and stock ownership plans or similar employee benefit plans approved by the Board of Directors of the Parent or any direct or indirect parent of the Issuer or of a Subsidiary of the Parent, as appropriate, in good faith;
- (xii) any contribution to the capital of the Parent;
- (xiii) transactions between the Parent or any Subsidiary of the Parent and any Person, a director of which is also a director of the Parent or a Subsidiary of the Parent or any direct or indirect parent of the Parent; provided, however, that such director abstains from voting as a director of the Parent or a Subsidiary of the Parent or such direct or indirect parent, as the case may be, on any matter involving such other Person;
- (xiv) pledges of Equity Interests of Subsidiaries of the Parent (other than the Borrower);
- (xv) the formation and maintenance of any consolidated group or subgroup for tax, accounting or cash pooling or management purposes in the ordinary course of business;
- (xvi) any employment agreements entered into by the Parent or any Subsidiary of the Parent in the ordinary course of business; and
- (xvii) transactions undertaken in good faith (as certified by a responsible financial or accounting officer of the Parent in an officer's certificate) for the purpose of improving the consolidated tax efficiency of the Parent and its Subsidiaries and not for the purpose of circumventing any provision set forth in this Agreement.

10.06 Free Liquidity. The Parent will not permit the Free Liquidity to be less than \$50,000,000 at any time.

10.07 Total Net Funded Debt to Total Capitalization. The Parent will not permit the ratio of Total Net Funded Debt to Total Capitalization to be greater than 0.70:1.00 at any time.

10.08 Collateral Maintenance. The Borrower will not permit the Appraised Value of the Vessel (such value, the "Vessel Value") to be less than 125% of the aggregate outstanding principal amount of Loans at such time; provided that, so long as any non-compliance in respect of this Section 10.08 is not caused by a voluntary Collateral Disposition, such non-compliance shall not constitute a Default or an Event of Default so long as within 10

Business Days of the occurrence of such default, the Borrower shall either (i) post additional collateral reasonably satisfactory to the Required Lenders in favor of the Collateral Agent (it being understood that cash collateral comprised of Dollars is satisfactory and that it shall be valued at par), pursuant to security documentation reasonably satisfactory in form and substance to the Collateral Agent and the Lead Arrangers, in an aggregate amount sufficient to cure such non-compliance (and shall at all times during such period and prior to satisfactory completion thereof, be diligently carrying out such actions) or (ii) repay Loans in an amount sufficient to cure such non-compliance; provided, further, that, subject to the last sentence in Section 9.01(c), the covenant in this Section 10.08 shall be tested no more than once per calendar year beginning with the first calendar year end to occur after the Delivery Date in the absence of the occurrence of an Event of Default which is continuing.

10.09 Consolidated EBITDA to Consolidated Debt Service. The Parent will not permit the ratio of Consolidated EBITDA to Consolidated Debt Service for the NCLC Group at the end of any fiscal quarter, computed for the period of the four consecutive fiscal quarters ending as at the end of the relevant fiscal quarter, to be less than 1.25:1.00 unless the Free Liquidity of the NCLC Group at all times during such period of four consecutive fiscal quarters ending as at the end of such fiscal quarter was equal to or greater than \$100,000,000.

10.10 Business: Change of Name. The Parent will not, and will not permit any of its Subsidiaries to, change its name, change its address as indicated on Schedule 14.03A to an address outside the State of Florida, or make or threaten to make any substantial change in its business as presently conducted or cease to perform its current business activities or carry on any other business which is substantial in relation to its business as presently conducted if doing so would imperil the security created by any of the Security Documents or affect the ability of the Parent or its Subsidiaries to duly perform its obligations under any Credit Document to which it is or may be a party from time to time (it being understood that name changes and changes of address to an address outside the State of Florida shall be permitted so long as new, relevant Security Documents are executed and delivered (and if necessary, recorded) in a form reasonably satisfactory to the Collateral Agent), in each case in the reasonable opinion of the Facility Agent; provided that any new leisure or hospitality venture embarked upon by any member of the NCLC Group (other than the Parent) shall not constitute a substantial change in its business.

10.11 Subordination of Indebtedness. Other than the Sky Vessel Indebtedness, (i) the Parent shall procure that any and all of its Indebtedness with any other Credit Party and/or any shareholder of the Parent is at all times fully subordinated to the Credit Document Obligations and (ii) the Parent shall not make or permit to be made any repayments of principal, payments of interest or of any other costs, fees, expenses or liabilities arising from or representing Indebtedness with any shareholder of the Parent. Upon the occurrence of an Event of Default, the Parent shall not make any repayments of principal, payments of interest or of any other costs, fees, expenses or liabilities arising from or representing Indebtedness with any other Credit Party (including, for the avoidance of doubt, the Sky Vessel Indebtedness); provided that, notwithstanding anything set forth in this Agreement to the contrary, the consent of the Lenders will be required for any (I) prepayment of the Sky Vessel Indebtedness in advance of the scheduled repayments set forth in the memorandum of agreement referred to in the definition of Sky Vessel Indebtedness and (II) amendment to the memorandum of

agreement referred to in the definition of Sky Vessel Indebtedness to the extent that such amendment involves a material change to terms of the financing arrangements set forth therein that is adverse to the interests of either the Parent or the Lenders (including, without limitation, any change that is adverse to the interests of either the Parent or the Lenders (i) in the timing and/or schedule of repayment applicable to such financing arrangements by more than five Business Days or (ii) in the interest rate applicable to such financing arrangements).

10.12 Activities of Borrower, etc. The Parent will not permit the Borrower to, and the Borrower will not:

- (i) issue or enter into any guarantee or indemnity or otherwise become directly or contingently liable for the obligations of any other Person, other than in the ordinary course of its business as owner of the Vessel;
- (ii) incur any Indebtedness other than under the Credit Documents or other than in the ordinary course of its business as owner of the Vessel; and
- (iii) engage in any business or own any significant assets or have any material liabilities other than (i) its ownership of the Vessel and (ii) those liabilities which it is responsible for under this Agreement and the other Credit Documents to which it is a party, provided that the Borrower may also engage in those activities that are incidental to (x) the maintenance of its existence in compliance with applicable law and (y) legal, tax and accounting matters in connection with any of the foregoing activities.

10.13 Material Amendments or Modifications of Construction Contracts. The Parent will not, and will not permit any of its Subsidiaries to, make any material amendments, modifications or changes to any term or provision of the Construction Contract that would amend, modify or change (i) the purpose of the Vessel or (ii) the Initial Construction Price in excess of 7.5% in the aggregate, in each case unless such amendment, modification or change is approved in advance by the Facility Agent and the Hermes Agent and the same could not reasonably be expected to be adverse to the interests of the Lenders or the Hermes Cover.

10.14 No Place of Business. None of the Credit Parties shall establish a place of business in the United Kingdom or the United States of America, with the exception of those places of business already in existence on the Effective Date, unless prompt notice thereof is given to the Facility Agent and the requirements set forth in Section 9.10 have been satisfied.

SECTION 11. Events of Default. Upon the occurrence of any of the following specified events (each an "Event of Default"):

11.01 Payments. The Borrower or any other Credit Party does not pay on the due date any amount of principal or interest on any Loan provided, however, that if any such amount is not paid when due solely by reason of some error or omission on the part of the bank or banks through whom the relevant funds are being transmitted no Event of Default shall occur for the purposes of this Section 11.01 until the expiry of three Business Days following the date on which such payment is due) or, within three days of the due date any other amount, payable by it under any Credit Document to which it may at any time be a party, at the place and in the currency in which it is expressed to be payable; or

11.02 Representations, etc. Any representation, warranty or statement made or repeated in, or in connection with, any Credit Document or in any accounts, certificate, statement or opinion delivered by or on behalf of any Credit Party thereunder or in connection therewith is materially incorrect when made or would, if repeated at any time hereafter by reference to the facts subsisting at such time, no longer be materially correct; or

11.03 Covenants. Any Credit Party shall (i) default in the due performance or observance by it of any term, covenant or agreement contained in Section 9.01(h), Section 9.06, Section 9.11, or Section 10 or (ii) default in the due performance or observance by it of any other term, covenant or agreement contained in this Agreement or any other Credit Document and, in the case of this clause (ii), such default shall continue unremedied for a period of 30 days after written notice to the Borrower by the Facility Agent or any of the Lenders; or

11.04 Default Under Other Agreements. (a) Any event of default occurs under any financial contract or financial document relating to any Indebtedness of any member of the NCLC Group;

(b) Any such Indebtedness or any sum payable in respect thereof is not paid when due (after the expiry of any applicable grace period(s)) whether by acceleration or otherwise;

(c) Any Lien over any assets of any member of the NCLC Group becomes enforceable; or

(d) Any other Indebtedness of any member of the NCLC Group is not paid when due or is or becomes capable of being declared due prematurely by reason of default or any security for the same becomes enforceable by reason of default,

provided that:

(i) it shall not be a Default or Event of Default under this Section 11.04 unless the principal amount of the relevant Indebtedness as described in preceding clauses (a) through (d), inclusive, exceeds \$15,000,000;

(ii) no Event of Default will arise under clauses (a), (c) and/or (d) until the earlier of (x) 30 days following the occurrence of the related event of default, Lien becoming enforceable or Indebtedness becoming capable of being declared due prematurely, as the case may be, and (y) the acceleration of the relevant Indebtedness or the enforcement of the relevant Lien; and

(iii) if at any time hereafter the Parent or any other member of the NCLC Group agrees to the incorporation of a cross default provision into any financial contract or financial document relating to any Indebtedness that is more onerous than this Section 11.04, then the Parent shall immediately notify the Facility Agent and that cross default provision shall be deemed to apply to this Agreement as if set out in full herein with effect from the date of such financial contract or financial document and during the term of that financial contract or financial document; or

11.05 Bankruptcy, etc. (a) Other than as expressly permitted in Section 10, any order is made or an effective resolution passed or other action taken for the suspension of payments or dissolution, termination of existence, liquidation, winding-up or bankruptcy of any member of the NCLC Group; or

(b) Any member of the NCLC Group shall commence a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); or an involuntary case is commenced against any member of the NCLC Group, and the petition is not dismissed within 45 days after the filing thereof, provided, however, that during the pendency of such period, each Lender shall be relieved of its obligation to extend credit hereunder; or a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of any member of the NCLC Group, to operate all or any substantial portion of the business of any member of the NCLC Group, or any member of the NCLC Group commences any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to any member of the NCLC Group, or there is commenced against any member of the NCLC Group any such proceeding which remains undismissed for a period of 45 days after the filing thereof, or any member of the NCLC Group is adjudicated insolvent or bankrupt; or any order of relief or other order approving any such case or proceeding is entered; or any member of the NCLC Group makes a general assignment for the benefit of creditors; or any Company action is taken by any member of the NCLC Group for the purpose of effecting any of the foregoing; or

(c) A liquidator (subject to Section 11.05(e)), trustee, administrator, receiver, manager or similar officer is appointed in respect of any member of the NCLC Group or in respect of all or any substantial part of the assets of any member of the NCLC Group and in any such case such appointment is not withdrawn within 30 days (in this Section 11.05, the "Grace Period") unless the Facility Agent considers in its sole discretion that the interest of the Lenders and/or the Agents might reasonably be expected to be adversely affected in which event the Grace Period shall not apply; or

(d) Any member of the NCLC Group becomes or is declared insolvent or is unable, or admits in writing its inability, to pay its debts as they fall due or becomes insolvent within the terms of any applicable law; or

(e) Anything analogous to or having a substantially similar effect to any of the events specified in this Section 11.05 shall have occurred under the laws of any applicable jurisdiction (subject to the analogous grace periods set forth herein); or

11.06 Total Loss. An Event of Loss shall occur resulting in the actual or constructive total loss of the Vessel or the agreed or compromised total loss of the Vessel and the proceeds of the insurance in respect thereof shall not have been received within 150 days of the event giving rise to such Event of Loss; or

11.07 Security Documents. At any time after the execution and delivery thereof, any of the Security Documents shall cease to be in full force and effect, or shall cease

to give the Collateral Agent for the benefit of the Secured Creditors the Liens, rights, powers and privileges purported to be created thereby (including, without limitation, a perfected security interest in, and Lien on, all of the material Collateral), in favor of the Collateral Agent, superior to and prior to the rights of all third Persons (except in connection with Permitted Liens), and subject to no other Liens (except Permitted Liens), or any "event of default" (as defined in the Vessel Mortgage) shall occur in respect of the Vessel Mortgage; or

11.08 Guaranties. (a) The Parent Guaranty, or any provision thereof, shall cease to be in full force or effect as to the Parent, or the Parent (or any Person acting by or on behalf of the Parent) shall deny or disaffirm the Parent's obligations under the Parent Guaranty; or

(b) After the execution and delivery thereof, the Hermes Cover, or any material provision thereof, shall cease to be in full force or effect, or Hermes (or any Person acting by or on behalf of the Parent or the Hermes Agent) shall deny or disaffirm Hermes' obligations under the Hermes Cover; or

11.09 Judgments. Any distress, execution, attachment or other process affects the whole or any substantial part of the assets of any member of the NCLC Group and remains undischarged for a period of 21 days or any uninsured judgment in excess of \$15,000,000 following final appeal remains unsatisfied for a period of 30 days in the case of a judgment made in the United States and otherwise for a period of 60 days; or

11.10 Cessation of Business. Subject to Section 10.02, any member of the NCLC Group shall cease to carry on all or a substantial part of its business; or

11.11 Revocation of Consents. Any authorization, approval, consent, license, exemption, filing, registration or notarization or other requirement necessary to enable any Credit Party to comply with any of its obligations under any of the Credit Documents to which it is a party shall have been materially adversely modified, revoked or withheld or shall not remain in full force and effect and within 90 days of the date of its occurrence such event is not remedied to the satisfaction of the Required Lenders and the Required Lenders consider in their sole discretion that such failure is or might be expected to become materially prejudicial to the interests, rights or position of the Agents and the Lenders or any of them; provided that the Borrower shall not be entitled to the aforesaid 90 day period if the modification, revocation or withholding of the authorization, approval or consent is due to an act or omission of any Credit Party and the Required Lenders are satisfied in their sole discretion that the interests of the Agents or the Lenders might reasonably be expected to be materially adversely affected; or

11.12 Unlawfulness. At any time it is unlawful or impossible for:

- (i) any Credit Party to perform any of its obligations under any Credit Document to which it is a party; or
- (ii) the Agents or the Lenders, as applicable, to exercise any of their rights under any of the Credit Documents;

provided that no Event of Default shall be deemed to have occurred (x) (except where the unlawfulness or impossibility adversely affects any Credit Party's payment obligations under this Agreement and/or the other Credit Documents (the determination of which shall be in the Facility Agent's sole discretion) in which case the following provisions of this Section 11.12 shall not apply) where the unlawfulness or impossibility prevents any Credit Party from performing its obligations (other than its payment obligations under this Agreement and the other Credit Documents) and is cured within a period of 21 days of the occurrence of the event giving rise to the unlawfulness or impossibility and the relevant Credit Party, within the aforesaid period, performs its obligation(s), and (y) where the Facility Agent and/or the Lenders, as applicable, could, in its or their sole discretion, mitigate the consequences of unlawfulness or impossibility in the manner described in Section 2.11(a) (it being understood that the costs of mitigation shall be determined in accordance with Section 2.11(a)); or

11.13 Insurances. The Borrower shall have failed to insure the Vessel in the manner specified in this Agreement or failed to renew the Required Insurance prior to the date of expiry thereof; or

11.14 Disposals. The Borrower or any other member of the NCLC Group shall have concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its property to or for the benefit of a creditor with the intention of preferring such creditor over any other creditor; or

11.15 Government Intervention. The authority of any member of the NCLC Group in the conduct of its business shall be wholly or substantially curtailed by any seizure or intervention by or on behalf of any authority and within 90 days of the date of its occurrence any such seizure or intervention is not relinquished or withdrawn and the Facility Agent reasonably considers that the relevant occurrence is or might be expected to become materially prejudicial to the interests, rights or position of the Agents and/or the Lenders; provided that the Borrower shall not be entitled to the aforesaid 90 day period if the seizure or intervention executed by any authority is due to an act or omission of any member of the NCLC Group and the Facility Agent is satisfied, in its sole discretion, that the interests of the Agents and/or the Lenders might reasonably be expected to be materially adversely affected; or

11.16 Change of Control. A Change of Control shall occur; or

11.17 Material Adverse Change. Any event shall occur which results in a Material Adverse Effect; or

11.18 Repudiation of Construction Contract or other Material Documents. Any party to the Construction Contract, any Credit Document or any other material documents related to the Credit Document Obligations hereunder shall repudiate the Construction Contract, such Credit Document or such material document in any way;

then, and in any such event, and at any time thereafter, if any Event of Default shall then be continuing, the Facility Agent, upon the written request of the Required Lenders

and after having informed the Hermes Agent of such written request, shall by written notice to the Borrower, take any or all of the following actions, without prejudice to the rights of any Agent or any Lender to enforce its claims against any Credit Party (provided that, if an Event of Default specified in Section 11.05 shall occur, the result which would occur upon the giving of written notice by the Facility Agent to the Borrower as specified in clauses (i) and (ii) below shall occur automatically without the giving of any such notice): (i) declare the Total Commitments terminated, whereupon all Commitments of each Lender shall forthwith terminate immediately and any Commitment Commission shall forthwith become due and payable without any other notice of any kind; (ii) declare the principal of and any accrued interest in respect of all Loans and all Credit Document Obligations owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by each Credit Party; and (iii) enforce, as Collateral Agent, all of the Liens and security interests created pursuant to the Security Documents.

## SECTION 12. Agency and Security Trustee Provisions

### 12.01 Appointment and Declaration of Trust

(a) The Lenders hereby designate KfW IPEX Bank GmbH, as Facility Agent (for purposes of this Section 12, the term "Facility Agent" shall include KfW IPEX Bank GmbH (and/or any of its Affiliates) in its capacity as Collateral Agent under the Security Documents and as CIRRAgent) to act as specified herein and in the other Credit Documents. Each Lender hereby irrevocably authorizes the Agents to take such action on its behalf under the provisions of this Agreement, the other Credit Documents and any other instruments and agreements referred to herein or therein and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Agents by the terms hereof and thereof and such other powers as are reasonably incidental thereto. Each Agent may perform any of its duties hereunder by or through its respective officers, directors, agents, employees or affiliates and, may transfer from time to time any or all of its rights, duties and obligations hereunder and under the relevant Credit Documents (in accordance with the terms thereof) to any of its banking affiliates.

(b) With effect from the Initial Syndication Date, KfW IPEX Bank GmbH in its capacity as Collateral Agent pursuant to the Security Documents declares that it shall hold the Collateral in trust for the Secured Creditors. The Collateral Agent shall have the right to delegate a co-agent or sub-agent from time to time to perform and benefit from any or all of rights, duties and obligations hereunder and under the relevant Security Documents (in accordance with the terms thereof and of the Security Trust Deed) and, in the event that any such duties or obligations are so delegated, the Collateral Agent is hereby authorized to enter into additional Security Documents or amendments to the then existing Security Documents to the extent it deems necessary or advisable to implement such delegation and, in connection therewith, the Parent will, or will cause the relevant Subsidiary to, use its commercially reasonable efforts to promptly deliver any opinion of counsel that the Facility Agent may reasonably require to the reasonable satisfaction of the Facility Agent.

(c) The Lenders hereby designate KfW IPEX Bank GmbH, as Hermes Agent, which Agent shall be responsible for any and all communication, information and negotiation required with Hermes in relation to the Hermes Cover. All notices and other communications

provided to the Hermes Agent shall be mailed, telexed, telecopied, delivered or electronic mailed to the Notice Office of the Hermes Agent.

12.02 Nature of Duties. The Agents shall have no duties or responsibilities except those expressly set forth in this Agreement and the Security Documents. None of the Agents nor any of their respective officers, directors, agents, employees or affiliates shall be liable for any action taken or omitted by it or them hereunder, under any other Credit Document, under the Hermes Cover or in connection herewith or therewith, unless caused by such Person's gross negligence or willful misconduct (any such liability limited to the applicable Agent to whom such Person relates). The duties of each of the Agents shall be mechanical and administrative in nature; none of the Agents shall have by reason of this Agreement or any other Credit Document any fiduciary relationship in respect of any Lender; and nothing in this Agreement or any other Credit Document, expressed or implied, is intended to or shall be so construed as to impose upon any Agents any obligations in respect of this Agreement, any other Credit Document or the Hermes Cover except as expressly set forth herein or therein.

12.03 Lack of Reliance on the Agents. Independently and without reliance upon the Agents, each Lender, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Credit Parties in connection with the making and the continuance of the Loans and the taking or not taking of any action in connection herewith, (ii) its own appraisal of the creditworthiness of the Credit Parties and (iii) its own appraisal of the Hermes Cover and, except as expressly provided in this Agreement, none of the Agents shall have any duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Loans or at any time or times thereafter. None of the Agents shall be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any document, certificate or other writing delivered in connection herewith or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of this Agreement, any other Credit Document, the Hermes Cover or the financial condition of the Credit Parties or any of them or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, any other Credit Document, the Hermes Cover, or the financial condition of the Credit Parties or any of them or the existence or possible existence of any Default or Event of Default.

12.04 Certain Rights of the Agents. If any of the Agents shall request instructions from the Required Lenders with respect to any act or action (including failure to act) in connection with this Agreement, any other Credit Document or the Hermes Cover, the Agents shall be entitled to refrain from such act or taking such action unless and until the Agents shall have received instructions from the Required Lenders; and the Agents shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Agents as a result of any of the Agents acting or refraining from acting hereunder or under any other Credit Document in accordance with the instructions of the Required Lenders.

12.05 Reliance. Each of the Agents shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, email, teletype or telecopier message, cablegram, radiogram, order or other document or telephone message signed, sent or made by any Person that the applicable Agent believed to be the proper Person, and, with respect to all legal matters pertaining to this Agreement, any other Credit Document, the Hermes Cover and its duties hereunder and thereunder, upon advice of counsel selected by the Facility Agent.

12.06 Indemnification. To the extent any of the Agents is not reimbursed and indemnified by the Borrower, the Lenders will reimburse and indemnify the applicable Agents, in proportion to their respective "percentages" as used in determining the Required Lenders (without regard to the existence of any Defaulting Lenders), for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature which may be imposed on, asserted against or incurred by such Agents in performing their respective duties hereunder or under any other Credit Document, in any way relating to or arising out of this Agreement or any other Credit Document; provided that no Lender shall be liable to an Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from such Agent's gross negligence or willful misconduct.

12.07 The Agents in their Individual Capacities. With respect to its obligation to make Loans under this Agreement, each of the Agents shall have the rights and powers specified herein for a "Lender" and may exercise the same rights and powers as though it were not performing the duties specified herein; and the term "Lenders," "Secured Creditors", "Required Lenders" or any similar terms shall, unless the context clearly otherwise indicates, include each of the Agents in their respective individual capacity. Each of the Agents may accept deposits from, lend money to, and generally engage in any kind of banking, trust or other business with any Credit Party or any Affiliate of any Credit Party as if it were not performing the duties specified herein, and may accept fees and other consideration from the Borrower or any other Credit Party for services in connection with this Agreement and otherwise without having to account for the same to the Lenders.

12.08 Resignation by an Agent. (a) Any Agent may resign from the performance of all its functions and duties hereunder and/or under the other Credit Documents at any time by giving 15 Business Days' prior written notice to the Borrower and the Lenders. Such resignation shall take effect upon the appointment of a successor Agent pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon notice of resignation by an Agent pursuant to clause (a) above, the Required Lenders shall appoint a successor Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Borrower; provided that the Borrower's consent shall not be required pursuant to this clause (b) if an Event of Default exists at the time of appointment of a successor Agent.

(c) If a successor Agent shall not have been so appointed within the 15 Business Day period referenced in clause (a) above, the applicable Agent, with the consent of the Borrower (which shall not be unreasonably withheld or delayed), shall then appoint a

commercial bank or trust company with capital and surplus of not less than \$500,000,000 as successor Agent who shall serve as the applicable Agent hereunder or thereunder until such time, if any, as the Lenders appoint a successor Agent as provided above; provided that the Borrower's consent shall not be required pursuant to this clause (c) if an Event of Default exists at the time of appointment of a successor Agent.

(d) If no successor Agent has been appointed pursuant to clause (b) or (c) above by the 25th Business Day after the date such notice of resignation was given by the applicable Agent, the applicable Agent's resignation shall become effective and the Required Lenders shall thereafter perform all the duties of such Agent hereunder and/or under any other Credit Document until such time, if any, as the Required Lenders appoint a successor Agent as provided above.

(e) The Agent shall resign in accordance with paragraph (a) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Facility Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Facility Agent under the Finance Documents, either:

- (i) the Facility Agent fails to respond to a request under Section 4.06 (*FATCA Information*) and the Borrower or a Lender reasonably believes that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
- (ii) the information supplied by the Facility Agent pursuant to Section 4.06 (*FATCA Information*) indicates that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
- (iii) the Facility Agent notifies the Borrower and the Lenders that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,

and (in each case) the Borrower or a Lender reasonably believes that a party to this Agreement will be required to make a FATCA Deduction that would not be required if the Facility Agent were a FATCA Exempt Party, and the Borrower or that Lender, by notice to the Agent, requires it to resign.

12.09 The Lead Arrangers. Notwithstanding any other provision of this Agreement or any provision of any other Credit Document, KfW IPEX Bank GmbH is hereby appointed as a Lead Arranger by the Lenders to act as specified herein and in the other Credit Documents. Each of the Lead Arrangers in their respective capacities as such shall have only the limited powers, duties, responsibilities and liabilities with respect to this Agreement or the other Credit Documents or the transactions contemplated hereby and thereby as are set forth herein or therein; it being understood and agreed that the Lead Arrangers shall be entitled to all indemnification and reimbursement rights in favor of any of the Agents as provided for under Sections 12.06 and 14.01. Without limitation of the foregoing, none of the Lead Arrangers

shall, solely by reason of this Agreement or any other Credit Documents, have any fiduciary relationship in respect of any Lender or any other Person.

12.10 Impaired Agent. (a) If, at any time, any Agent becomes an Impaired Agent, a Credit Party or a Lender which is required to make a payment under the Credit Documents to such Agent in accordance with Section 4.03 may instead either pay that amount directly to the required recipient or pay that amount to an interest-bearing account held with an Acceptable Bank within the meaning of paragraph (a) of the definition of "Acceptable Bank" and in relation to which no Insolvency Event has occurred and is continuing, in the name of the Credit Party or the Lender making the payment and designated as a trust account for the benefit of the party or parties hereto beneficially entitled to that payment under the Credit Documents. In each case such payments must be made on the due date for payment under the Credit Documents.

(b) All interest accrued on the amount standing to the credit of the trust account shall be for the benefit of the beneficiaries of that trust account pro rata to their respective entitlements.

(c) A party to this Agreement which has made a payment in accordance with this Section 12.10 shall be discharged of the relevant payment obligation under the Credit Documents and shall not take any credit risk with respect to the amounts standing to the credit of the trust account.

(d) Promptly upon the appointment of a successor Agent in accordance with Section 12.11, each party to this Agreement which has made a payment to a trust account in accordance with this Section 12.10 shall give all requisite instructions to the bank with whom the trust account is held to transfer the amount (together with any accrued interest) to the successor Agent for distribution in accordance with Section 2.04

12.11 Replacement of an Agent. (a) After consultation with the Parent, the Required Lenders may, by giving 30 days' notice to an Agent (or, at any time such Agent is an Impaired Agent, by giving any shorter notice determined by the Required Lenders) replace such Agent by appointing a successor Agent (subject to Section 12.08(b) and (c)).

(b) The retiring Agent shall (at its own cost if it is an Impaired Agent and otherwise at the expense of the Borrower) make available to the successor Agent such documents and records and provide such assistance as the successor Agent may reasonably request for the purposes of performing its functions as Agent under the Credit Documents.

(c) The appointment of the successor Agent shall take effect on the date specified in the notice from the Required Lenders to the retiring Agent. As from such date, the retiring Agent shall be discharged from any further obligation in respect of the Credit Documents but shall remain entitled to the benefit of this Section 12.11 (and any agency fees for the account of the retiring Agent shall cease to accrue from (and shall be payable on) that date).

(d) Any successor Agent and each of the other parties to this Agreement shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original party to this Agreement.

12.12 Resignation by the Hermes Agent. (a) The Hermes Agent may resign from the performance of all its functions and duties hereunder and/or under the other Credit Documents at any time by giving 15 Business Days' prior written notice to the Borrower and the Lenders. Such resignation shall take effect upon the appointment of a successor Hermes Agent pursuant to clauses (b) and (c) below or as otherwise provided below.

(b) Upon any such notice of resignation by the Hermes Agent, the Required Lenders shall appoint a successor Hermes Agent hereunder or thereunder who shall be a commercial bank or trust company reasonably acceptable to the Borrower; provided that the Borrower's consent shall not be required pursuant to this clause (b) if an Event of Default exists at the time of appointment of a successor Hermes Agent.

(c) If a successor Hermes Agent shall not have been so appointed within such 15 Business Day period, the Hermes Agent, with the consent of the Borrower (which shall not be unreasonably withheld or delayed), shall then appoint a commercial bank or trust company with capital and surplus of not less than \$500,000,000 as successor Hermes Agent who shall serve as Hermes Agent hereunder or thereunder until such time, if any, as the Lenders appoint a successor Hermes Agent as provided above; provided that the Borrower's consent shall not be required pursuant to this clause (d) if an Event of Default exists at the time of appointment of a successor Hermes Agent.

(d) If no successor Hermes Agent has been appointed pursuant to clause (b) or (c) above by the 25th Business Day after the date such notice of resignation was given by the Hermes Agent, the Hermes Agent's resignation shall become effective and the Required Lenders shall thereafter perform all the duties of the Hermes Agent hereunder and/or under any other Credit Document until such time, if any, as the Required Lenders appoint a successor Hermes Agent as provided above.

SECTION 13. Benefit of Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto, subject to the provisions of this Section 13.

13.01 Assignments and Transfers by the Lenders. (a) Subject to Section 13.06 and 13.07, any Lender (or any Lender together with one or more other Lenders, each an "Existing Lender") may:

(i) with the consent of the Hermes Agent and the written consent of the Federal Republic of Germany, where required according to the applicable Hermes General Terms and Conditions (*Allgemeine Bedingungen*) and the supplementary provisions relating to the assignment of Guaranteed Amounts (*Ergänzende Bestimmungen für Forderungsabtretungen-AB (FAB)*), assign any of its rights or transfer by novation any of its rights and obligations under this Agreement or any Credit Document to which it is a party (including, without limitation, all of the Commitments and outstanding Loans, or if less than all, a portion equal to at least \$10,000,000 in the aggregate for such Lender's rights and obligations), to (x) its parent company and/or any Affiliate of such assigning or transferring Lender which is at least 50% owned (directly or indirectly) by such Lender or its parent company or (y) in the case of any Lender that

is a fund that invests in bank loans, any other fund that invests in bank loans and is managed or advised by the same investment advisor of such Lender or by an Affiliate of such investment advisor, or

(ii) with the consent of the Hermes Agent, the written consent of the Federal Republic of Germany, where required according to the applicable Hermes General Terms and Conditions (*Allgemeine Bedingungen*) and the supplementary provisions relating to the assignment of Guaranteed Amounts (*Ergänzende Bestimmungen für Forderungsabtretungen-AB (FAB)*) and the consent of the Borrower (which consent, in the case of the Borrower (x) shall not be unreasonably withheld or delayed, (y) shall not be required if a Default or Event of Default shall have occurred and be continuing at such time and (z) shall be deemed to have been given ten Business Days after the Existing Lender has requested it in writing unless consent is expressly refused by the Borrower within that time) assign any of its rights in or transfer by novation any of its rights in and obligations under all of its Commitments and outstanding Loans, or if less than all, a portion equal to at least \$10,000,000 in the aggregate for such Existing Lender's rights and obligations, hereunder to one or more Eligible Transferees (treating any fund that invests in bank loans and any other fund that invests in bank loans and is managed or advised by the same investment advisor of such fund or by an Affiliate of such investment advisor as a single Eligible Transferee),

each of which assignees or transferees shall become a party to this Agreement as a Lender by execution of (I) an Assignment Agreement (in the case of assignments) and (II) a Transfer Certificate (in the case of transfers under Section 13.06); provided that (x) at such time, Schedule 1.01(a) shall be deemed modified to reflect the Commitments and/or outstanding Loans, as the case may be, of such New Lender and of the Existing Lenders, (y) the consent of the Facility Agent shall be required in connection with any assignment or transfer pursuant to the preceding clause (ii) (which consent, in each case, shall not be unreasonably withheld or delayed) and (z) the consent of the CIRP Representative and the Federal Republic of Germany shall be required in connection with any assignment or transfer pursuant to preceding clause (i) or (ii) if the New Lender elects to become a Refinanced Bank or enter into an Interest Make-Up Agreement; and provided, further, that at no time shall a Lender assign or transfer its rights or obligations under this Agreement to a hedge fund, private equity fund, insurance company or other similar or related financing institution that is not in the primary business of accepting cash deposits from, and making loans to, the public.

(b) If (x) a Lender assigns or transfers any of its rights or obligations under the Credit Documents or changes its Facility Office and (y) as a result of circumstances existing at the date the assignment, transfer or change occurs, a Credit Party would be obliged to make a payment to the New Lender or Lender acting through its new Facility Office under Sections 2.09, 2.10 or 4.04, then the New Lender or Lender acting through its new Facility Office is only entitled to receive payment under that section to the same extent as the Existing Lender or Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred. This Section 13.01(b) shall not apply in respect of an assignment or transfer made in the ordinary course of the primary syndication of the Credit Agreement.

(c) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

(d) The Borrower and Bookrunner hereby agree to discuss and co-operate in good faith in connection with any initial syndication and transfer of the Loans.

13.02 Assignment or Transfer Fee. Unless the Facility Agent otherwise agrees and excluding an assignment or transfer (i) to an Affiliate of a Lender, (ii) made in connection with primary syndication of this Agreement or (iii) as set forth in Section 13.03, each New Lender shall, on the date upon which an assignment or transfer takes effect, pay to the Facility Agent (for its own account) a fee of \$3,500.

13.03 Assignments and Transfers to Hermes or KfW. Nothing in this Agreement shall prevent or prohibit any Lender from assigning its rights or transferring its rights and obligations hereunder to (x) Hermes and (y) KfW in support of borrowings made by such Lender from KfW pursuant to the KfW Refinancing, in each case without the consent of the Borrower and without being required to pay the non-refundable assignment fee of \$3,500 referred to in Section 13.02 above.

13.04 Limitation of Responsibility to Existing Lenders. (a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (i) the legality, validity, effectiveness, adequacy or enforceability of the Credit Documents, the Security Documents or any other documents;
- (ii) the financial condition of any Credit Party;
- (iii) the performance and observance by any Credit Party of its obligations under the Credit Documents or any other documents; or
- (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Credit Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender, the other Lender Creditors and the Secured Creditors that it (1) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Credit Party and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender or any other Lender Creditor in connection with any Credit Document or any Lien (or any other security interest) created pursuant to the Security Documents and (2) will continue to make its own independent

appraisal of the creditworthiness of each Credit Party and its related entities whilst any amount is or may be outstanding under the Credit Documents or any Commitment is in force.

(c) Nothing in any Credit Document obliges an Existing Lender to:

(i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Section 13; or

(ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Credit Party of its obligations under the Credit Documents or otherwise.

13.05 [Intentionally Omitted].

13.06 Procedure and Conditions for Transfer. (a) Subject to Section 13.01, a transfer is effected in accordance with Section 13.06(c) when the Facility Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to Section 13.06(b), as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Facility Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

(c) On the date of the transfer:

(i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Credit Documents to which it is a party and in respect of the Security Documents each of the Credit Parties and the Existing Lender shall be released from further obligations towards one another under the Credit Documents and in respect of the Security Documents and their respective rights against one another under the Credit Documents and in respect of the Security Documents shall be cancelled (being the "Discharged Rights and Obligations");

(ii) each of the Credit Parties and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Credit Party or other member of the NCLC Group and the New Lender have assumed and/or acquired the same in place of that Credit Party and the Existing Lender;

(iii) the Facility Agent, the Collateral Agent, the Hermes Agent, the New Lender and the other Lenders shall acquire the same rights and assume the same obligations between themselves and in respect of the Security Documents as they would have acquired and assumed had the New Lender been an original Lender with the rights, and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Facility Agent, the

Collateral Agent, the Hermes Agent and the Existing Lender shall each be released from further obligations to each other under the Credit Documents, it being understood that the indemnification provisions under this Agreement (including, without limitation, Sections 2.09, 2.10, 4.04, 14.01 and 14.05) shall survive as to such Existing Lender; and

(iv) the New Lender shall become a party to this Agreement as a "Lender"

**13.07 Procedure and Conditions for Assignment.** (a) Subject to Section 13.01, an assignment may be effected in accordance with Section 13.07(c) below when the Facility Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Facility Agent shall, subject to Section 13.07(b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.

(b) The Facility Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.

(c) On the date of the assignment:

(i) the Existing Lender will assign absolutely to the New Lender its rights under the Credit Documents and in respect of any Lien (or any other security interest) created pursuant to the Security Documents expressed to be the subject of the assignment in the Assignment Agreement;

(ii) the Existing Lender will be released from the obligations (the "Relevant Obligations") expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of any Lien (or any other security interest) created pursuant to the Security Documents), it being understood that the indemnification provisions under this Agreement (including, without limitation, Sections 2.09, 2.10, 4.04, 14.01 and 14.05) shall survive as to such Existing Lender; and

(iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.

**13.08 Copy of Transfer Certificate or Assignment Agreement to Parent.** The Facility Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send to the Parent a copy of that Transfer Certificate or Assignment Agreement.

**13.09 Security over Lenders' Rights.** In addition to the other rights provided to Lenders under this Section 13, each Lender may without consulting with or obtaining consent from any Credit Party, at any time charge, assign or otherwise create a Lien (or any other security interest) or declare a trust in or over (whether by way of collateral or otherwise) all or any of its rights under any Credit Document to secure obligations of that Lender including, without limitation:

(i) any charge, assignment or other Lien (or any other security interest) or trust to secure obligations to a federal reserve or central bank or the CIRR Representative; and

(ii) in the case of any Lender which is a fund, any charge, assignment or other Lien (or any other security interest) granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Lien (or any other security interest) or trust shall:

(i) release a Lender from any of its obligations under the Credit Documents or substitute the beneficiary of the relevant charge, assignment or other Lien (or any other security interest) or trust for the Lender as a party to any of the Credit Documents; or

(ii) require any payments to be made by a Credit Party or grant to any person any more extensive rights than those required to be made or granted to the relevant Lender under the Credit Documents.

13.10 Assignment by a Credit Party. No Credit Party may assign any of its rights or transfer by novation any of its rights, obligations or interest hereunder or under any other Credit Document without the prior written consent of the Hermes Agent, the CIRR Representative, and the Lenders.

13.11 Lender Participations. (a) Although any Lender may grant participations in its rights hereunder, such Lender shall remain a "Lender" for all purposes hereunder (and may not transfer by novation its rights and obligations or assign its rights under all or any portion of its Commitments hereunder except as provided in Sections 2.12 and 13.01) and the participant shall not constitute a "Lender" hereunder;

(b) no Lender shall grant any participation under which the participant shall have rights to approve any amendment to or waiver of this Agreement or any other Credit Document except to the extent such amendment or waiver would (x) extend the final scheduled maturity of any Loan in which such participant is participating, or reduce the rate or extend the time of payment of interest or Commitment Commission thereon (except (m) in connection with a waiver of applicability of any post-default increase in interest rates and (n) that any amendment or modification to the financial definitions in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (x)) or reduce the principal amount thereof, or increase the amount of the participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default or of a mandatory reduction in the Total Commitments shall not constitute a change in the terms of such participation, and that an increase in any Commitment or Loan shall be permitted without the consent of any participant if the participant's participation is not increased as a result thereof), (y) consent to the assignment by the Borrower of any of its rights, or transfer by the Borrower of any of its rights and obligations, under this Agreement or (z) release all or substantially all of the Collateral under all of the Security Documents (except as expressly provided in the Credit Documents) securing the

Loans hereunder in which such participant is participating. In the case of any such participation, the participant shall not have any rights under this Agreement or any of the other Credit Documents (the participant's rights against such Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the participant relating thereto) and all amounts payable by the Borrower hereunder shall be determined as if such Lender had not sold such participation; and

(c) Where the Borrower notifies the Lenders that a Participant Register is required by the Borrower, each Lender that sells a participation shall, acting solely for this purpose as an agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under the Credit Documents (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans, letters of credit or its other obligations under any Credit Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Facility Agent (in its capacity as Facility Agent) shall have no responsibility for maintaining a Participant Register.

13.12 Increased Costs. To the extent that a transfer of all or any portion of a Lender's Commitments and related outstanding Credit Document Obligations pursuant to Section 2.12 or Section 13.01 would, at the time of such assignment, result in increased costs under Section 2.09, 2.10 or 4.04 from those being charged by the respective assigning Lender prior to such assignment, then the Borrower shall not be obligated to pay such increased costs (although the Borrower shall be obligated to pay any other increased costs of the type described above resulting from changes after the date of the respective assignment).

#### SECTION 14. Miscellaneous.

14.01 Payment of Expenses, etc. The Borrower agrees that it shall: whether or not the transactions herein contemplated are consummated, (i) pay all reasonable documented out-of-pocket costs and expenses of each of the Agents (including, without limitation, the reasonable documented fees and disbursements of Norton Rose Fulbright LLP, Bahamian counsel, Bermuda counsel, other counsel to the Facility Agent and the Lead Arrangers and local counsel) in connection with (a) the preparation, execution and delivery of this Agreement and the other Credit Documents and the documents and instruments referred to herein and therein and any amendment, waiver or consent relating hereto or thereto, and (b) any initial transfers by KfW IPEX Bank GmbH as original Lender pursuant to Section 5.11 carried out during the period falling 6 months after the Effective Date including, without limitation, all documents requested to be executed in respect of such transfers, and all respective syndication efforts with respect to this Agreement; (ii) pay all documented out-of-pocket costs and expenses of each of the Agents and each of the Lenders in connection with the enforcement of this Agreement and

the other Credit Documents and the documents and instruments referred to herein and therein (including, without limitation, the fees and disbursements of counsel (excluding in-house counsel) for each of the Agents and for each of the Lenders); (iii) pay and hold the Facility Agent and each of the Lenders harmless from and against any and all present and future stamp, documentary, transfer, sales and use, value added, excise and other similar taxes with respect to the foregoing matters, the performance of any obligation under this Agreement or any Credit Document or any payment thereunder, and save the Facility Agent and save each of the Lenders harmless from and against any and all liabilities with respect to or resulting from any delay or omission (other than to the extent attributable to the Facility Agent or such Lender) to pay such taxes; and (iv) other than in respect of a wrongful failure by any Lender to fund its Commitments as required by this Agreement, indemnify the Agents and each Lender, and each of their respective officers, directors, trustees, employees, representatives and agents from and hold each of them harmless against any and all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) incurred by, imposed on or assessed against any of them as a result of, or arising out of, or in any way related to, or by reason of, (a) any investigation, litigation or other proceeding (whether or not any of the Agents or any Lender is a party thereto) related to the entering into and/or performance of this Agreement or any other Credit Document or the proceeds of any Loans hereunder or the consummation of any transactions contemplated herein, or in any other Credit Document or the exercise of any of their rights or remedies provided herein or in the other Credit Documents, or (b) the actual or alleged presence of Hazardous Materials on the Vessel or in the air, surface water or groundwater or on the surface or subsurface of any property at any time owned or operated by the Borrower, the generation, storage, transportation, handling, disposal or Environmental Release of Hazardous Materials at any location, whether or not owned or operated by the Borrower, the non-compliance of the Vessel or property with foreign, federal, state and local laws, regulations, and ordinances (including applicable permits thereunder) applicable to the Vessel or property, or any Environmental Claim asserted against the Borrower or the Vessel or property at any time owned or operated by the Borrower, including, without limitation, the reasonable fees and disbursements of counsel and other consultants incurred in connection with any such investigation, litigation or other proceeding (but excluding any losses, liabilities, claims, damages, penalties, actions, judgments, suits, costs, disbursements or expenses to the extent incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified or by reason of a failure by the Person to be indemnified to fund its Commitments as required by this Agreement). To the extent that the undertaking to indemnify, pay or hold harmless each of the Agents or any Lender set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Borrower shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

Notwithstanding the above, it is agreed that costs, fees, expenses and other compensation arising in respect of the initial syndication of the Loans of the type referred to in Section 6.05 shall not include any such costs, fees and expenses and other compensation arising solely in respect of legal advice to the Lenders to explain the technical and/or structural aspects of the Hermes and CIRR issues.

14.02 Right of Set-off. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, each Lender is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Parent or any Subsidiary of the Parent or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any other Indebtedness at any time held or owing by such Lender (including, without limitation, by branches and agencies of such Lender wherever located) to or for the credit or the account of the Parent or any Subsidiary of the Parent but in any event excluding assets held in trust for any such Person against and on account of the Credit Document Obligations and liabilities of the Parent or such Subsidiary of the Parent, as applicable, to such Lender under this Agreement or under any of the other Credit Documents, including, without limitation, all interests in Credit Document Obligations purchased by such Lender pursuant to Section 14.05(b), and all other claims of any nature or description arising out of or connected with this Agreement or any other Credit Document, irrespective of whether or not such Lender shall have made any demand hereunder and although said Credit Document Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. Each Lender upon the exercise of its rights to set-off pursuant to this Section 14.02 shall give notice thereof to the Facility Agent.

14.03 Notices. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed: if to any Credit Party, at the address specified on Schedule 14.03A; if to any Lender, at its address specified opposite its name on Schedule 14.03B; and if to the Facility Agent or the Hermes Agent, at its Notice Office; or, as to any other Credit Party, at such other address as shall be designated by such party in a written notice to the other parties hereto and, as to each Lender, at such other address as shall be designated by such Lender in a written notice to the Parent, the Borrower and the Facility Agent; provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Facility Agent, the Hermes Agent, the Lenders, the Parent, the Borrower and the Pledgor agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Facility Agent or the Hermes Agent shall not be effective until received by the Facility Agent or the Hermes Agent (as the case may be), or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by a Lender, the Parent, the Borrower or the Pledgor to the Facility Agent or the Hermes Agent, only if it is addressed in such a manner as the Facility Agent shall specify for this purpose. A copy of any notice to the Facility Agent shall be delivered to the Hermes Agent at its Notice Office. If an Agent is an Impaired Agent the parties to this Agreement may, instead of communicating with each other

through such Agent, communicate with each other directly and (while such Agent is an Impaired Agent) all the provisions of the Credit Documents which require communications to be made or notices to be given to or by such Agent shall be varied so that communications may be made and notices given to or by the relevant parties to this Agreement directly. This provision shall not operate after a replacement Agent has been appointed.

**14.04 No Waiver: Remedies Cumulative.** No failure or delay on the part of an Agent or any Lender in exercising any right, power or privilege hereunder or under any other Credit Document and no course of dealing between the Borrower or any other Credit Party and an Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Credit Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. The rights, powers and remedies herein or in any other Credit Document expressly provided are cumulative and not exclusive of any rights, powers or remedies which an Agent or any Lender would otherwise have. No notice to or demand on any Credit Party in any case shall entitle any Credit Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of an Agent or any Lender to any other or further action in any circumstances without notice or demand.

**14.05 Payments Pro Rata.** (a) Except as otherwise provided in this Agreement, the Facility Agent agrees that promptly after its receipt of each payment from or on behalf of the Borrower in respect of any Credit Document Obligations hereunder, it shall distribute such payment to the Lenders (other than any Lender that has consented in writing to waive its pro rata share of any such payment) pro rata based upon their respective shares, if any, of the Credit Document Obligations with respect to which such payment was received.

(b) Other than in connection with assignments and participations (which are governed by Section 13), each of the Lenders agrees that, if it should receive any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Credit Documents, or otherwise), which is applicable to the payment of the principal of, or interest on, the Loans, Commitment Commission, of a sum which with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Credit Document Obligation then owed and due to such Lender bears to the total of such Credit Document Obligation then owed and due to all of the Lenders immediately prior to such receipt, then such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Credit Document Obligations of the respective Credit Party to such Lenders in such amount as shall result in a proportional participation by all the Lenders in such amount; provided that if all or any portion of such excess amount is thereafter recovered from such Lender, such purchase shall be rescinded and the purchase price restored to the extent of such recovery, but without interest.

(c) Notwithstanding anything to the contrary contained herein, the provisions of the preceding Sections 14.05(a) and (b) shall be subject to the express provisions of this Agreement which require, or permit, differing payments to be made to Non-Defaulting Lenders as opposed to Defaulting Lenders.

14.06 Calculations; Computations. (a) The financial statements to be furnished to the Lenders pursuant hereto shall be made and prepared in accordance with generally accepted accounting principles in the United States consistently applied throughout the periods involved (except as set forth in the notes thereto or as otherwise disclosed in writing by the Parent to the Lenders). In addition, all computations determining compliance with the financial covenants set forth in Sections 10.06 through 10.09, inclusive, shall utilize accounting principles and policies in conformity with those used to prepare the historical financial statements delivered to the Lenders for the fiscal year of the Parent ended December 31, 2013 (with the foregoing generally accepted accounting principles, subject to the preceding proviso, herein called "GAAP"). Unless otherwise noted, all references in this Agreement to "generally accepted accounting principles" shall mean generally accepted accounting principles as in effect in the United States.

(b) All computations of interest and Commitment Commission hereunder shall be made on the basis of a year of 360 days for the actual number of days (including the first day but excluding the last day) occurring in the period for which such interest or Commitment Commission are payable.

14.07 Governing Law; Exclusive Jurisdiction of English Courts; Service of Process. (a) This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.

(b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a "Dispute"). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This section 14.07 is for the benefit of the Lenders, Agents and Secured Creditors. As a result, no such party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lenders, Agents and Secured Creditors may take concurrent proceedings in any number of jurisdictions.

(c) Without prejudice to any other mode of service allowed under any relevant law, each Credit Party (other than a Credit Party incorporated in England and Wales): (i) irrevocably appoints EC3 Services Limited, having its registered office at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR, as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant Credit Party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Parent (on behalf of all the Credit Parties) must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the facility agent. Failing this, the Facility Agent may appoint another agent for this purpose.

Each party to this Agreement expressly agrees and consents to the provisions of this Section 14.07.

14.08 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower and the Facility Agent.

14.09 Effectiveness. This Agreement shall take effect as a deed on the date (the "Effective Date") on which (i) the Borrower, the Guarantor, the Agents and each of the Lenders who are initially parties hereto shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered the same to the Facility Agent or, in the case of the Lenders and the other Agents, shall have given to the Facility Agent written or facsimile notice (actually received) at such office that the same has been signed and mailed to it, (ii) the Borrower shall have paid to the Facility Agent for its own account and/or the account of Lenders and/or Agents, as the case may be, the fees required to be paid pursuant to the heads of terms, dated June 11, 2014, among the Parent and KfW IPEX Bank GmbH (the "Heads of Terms") and (iii) the Credit Parties shall have provided (x) the "Know Your Customer" information required pursuant to the USA PATRIOT Act (Title III of Pub.: 107-56 (signed into law October 26, 2001)) (the "PATRIOT Act") and (y) such other documentation and evidence necessary in order to carry out and be reasonably satisfied with other similar checks under all applicable laws and regulations pursuant to the Transaction and the Hermes Cover, in each case as requested by the Facility Agent, the Hermes Agent or any Lender in connection with each of the Facility Agent's, the Hermes Agent's, Hermes' and each Lender's internal compliance regulations. The Facility Agent will give the Parent, the Borrower and each Lender prompt written notice of the occurrence of the Effective Date.

14.10 Headings Descriptive. The headings of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

14.11 Amendment or Waiver; etc. (a) Neither this Agreement nor any other Credit Document nor any terms hereof or thereof may be changed, waived, discharged or terminated unless such change, waiver, discharge or termination is in writing signed by the respective Credit Parties party thereto, the Hermes Agent and the Required Lenders, provided that no such change, waiver, discharge or termination shall, without the consent of each Lender (other than a Defaulting Lender), (i) extend the final scheduled maturity of any Loan, extend the timing for or reduce the principal amount of any Scheduled Repayment, increase or extend any Commitment (it being understood that waivers or modifications of conditions precedent, covenants, Defaults or Events of Default or of a mandatory reduction in the Commitments shall not constitute an increase of the Commitment of any Lender), or reduce the rate (including, without limitation, the Floating Rate Margin and the Fixed Rate) or extend the time of payment of interest on any Loan or Commitment Commission or fees (except (x) in connection with the waiver of applicability of any post-default increase in interest rates and (y) any amendment or modification to the definitions used in the financial covenants set forth in Sections 10.06 through 10.09, inclusive, in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (i)), or reduce the principal amount thereof (except to the extent repaid in cash), (ii) release any of the Collateral (except as expressly provided in the Credit Documents) under any of the Security Documents, (iii) amend, modify or waive any provision

of Section 13 or this Section 14.11, (iv) change the definition of Required Lenders (it being understood that, with the consent of the Required Lenders, additional extensions of credit pursuant to this Agreement may be included in the determination of the Required Lenders on substantially the same basis as the extensions of Loans and Commitments are included on the Effective Date) or a provision which expressly requires the consent of all the Lenders, (v) consent to the assignment and/or transfer by the Parent and/or Borrower of any of its rights and obligations under this Agreement, or (vi) replace the Parent Guaranty or release the Parent Guaranty from the relevant guarantee to which such Guarantor is a party (other than as provided in such guarantee); provided, further, that no such change, waiver, discharge or termination shall (u) without the consent of Hermes, amend, modify or waive any provision that relates to the rights or obligations of Hermes and (v) without the consent of each Agent, the CIRR Representative and/or each Lead Arranger, as applicable, amend, modify or waive any provision relating to the rights or obligations of such Agent, the CIRR Representative and/or such Lead Arranger, as applicable.

(b) If, in connection with any proposed change, waiver, discharge or termination to any of the provisions of this Agreement as contemplated by clauses (i) through (vi), inclusive, of the first proviso to Section 14.11(a), the consent of the Required Lenders is obtained but the consent of each Lender (other than any Defaulting Lender) is not obtained, then the Borrower shall have the right, so long as all non-consenting Lenders are treated as described in either clauses (A) or (B) below, to either (A) replace each such non-consenting Lender or Lenders with one or more Replacement Lenders pursuant to Section 2.12 so long as at the time of such replacement, each such Replacement Lender consents to the proposed change, waiver, discharge or termination or (B) terminate such non-consenting Lender's Commitment (if such Lender's consent is required as a result of its Commitment), and/or repay outstanding Loans and terminate any outstanding Commitments of such Lender which gave rise to the need to obtain such Lender's consent, in accordance with Section 4.01(d), provided that, unless the Commitments are terminated, and Loans repaid, pursuant to preceding clause (B) are immediately replaced in full at such time through the addition of new Lenders or the increase of the Commitments and/or outstanding Loans of existing Lenders (who in each case must specifically consent thereto), then in the case of any action pursuant to preceding clause (B) the Required Lenders (determined before giving effect to the proposed action) and the Hermes Agent shall specifically consent thereto, provided, further, that in any event the Borrower shall not have the right to replace a Lender, terminate its Commitment or repay its Loans solely as a result of the exercise of such Lender's rights (and the withholding of any required consent by such Lender) pursuant to the second proviso to Section 14.11(a).

14.12 Survival. All indemnities set forth herein including, without limitation, in Sections 2.09, 2.10, 2.11, 4.04, 14.01 and 14.05 shall, subject to Section 14.13 (to the extent applicable), survive the execution, delivery and termination of this Agreement and the making and repayment of the Loans.

14.13 Domicile of Loans. Each Lender may transfer and carry its Loans at, to or for the account of any office, Subsidiary or Affiliate of such Lender. Notwithstanding anything to the contrary contained herein, to the extent that a transfer of Loans pursuant to this Section 14.13 would, at the time of such transfer, result in increased costs under Section 2.09, 2.10, or 4.04 from those being charged by the respective Lender prior to such transfer, then the

Borrower shall not be obligated to pay such increased costs (although the Borrower shall be obligated to pay any other increased costs of the type described above resulting from changes after the date of the respective transfer).

14.14 Confidentiality. Each Lender agrees that it will use its best efforts not to disclose without the prior consent of the Parent or the Borrower (other than to their respective Affiliates or their respective Affiliates' employees, auditors, advisors or counsel or to another Lender if the Lender or such Lender's holding or parent company, Affiliates or board of trustees in its sole discretion determines that any such party should have access to such information, provided such Persons shall be subject to the provisions of this Section 14.14 to the same extent as such Lender) any information with respect to the Parent or any of its Subsidiaries which is now or in the future furnished pursuant to this Agreement or any other Credit Document, provided that the Hermes Agent and the CIRR Agent may disclose any information to Hermes or the CIRR Representative, provided, further, that any Lender may disclose any such information (a) as has become generally available to the public other than by virtue of a breach of this Section 14.14 by the respective Lender, (b) as may be required in any report, statement or testimony submitted to any municipal, state or Federal regulatory body having or claiming to have jurisdiction over such Lender or similar organizations (whether in the United States, the United Kingdom or elsewhere) or their successors, (c) as may be required in respect to any summons or subpoena or in connection with any litigation, (d) in order to comply with any law, order, regulation or ruling applicable to such Lender, (e) to an Agent, (f) to any prospective or actual transferee or participant in connection with any contemplated transfer or participation of any of the Commitments or any interest therein by such Lender, provided that such prospective transferee expressly agrees to be bound by the confidentiality provisions contained in this Section 14.14 and (g) to Hermes and/or the Federal Republic of Germany and/or the European Union and/or any agency thereof or any person acting or purporting to act on any of their behalves. In the case of Section 14.14(g), each of the Parent and the Borrower acknowledges and agrees that any such information may be used by Hermes and/or the Federal Republic of Germany and/or the European Union and/or any agency thereof or any person acting or purporting to act on any of their behalves for statistical purposes and/or for reports of a general nature.

14.15 Register. The Facility Agent shall maintain a register (the "Register") on which it will record the Commitments from time to time of each of the Lenders, the Loans made by each of the Lenders and each repayment and prepayment in respect of the principal amount of the Loans of each Lender. Failure to make any such recordation, or any error in such recordation shall not affect the Borrower's obligations in respect of such Loans. With respect to any Lender, the assignment or transfer of the Commitments of such Lender and the rights to the principal of, and interest on, any Loan made pursuant to such Commitments shall not be effective until such assignment or transfer is recorded on the Register maintained by the Facility Agent with respect to ownership of such Commitments and Loans. Prior to such recordation all amounts owing to the transferor with respect to such Commitments and Loans shall remain owing to the transferor. The registration of an assignment or transfer of all or part of any Commitments and Loans (as the case may be) shall be recorded by the Facility Agent on the Register only upon the acceptance by the Facility Agent of a properly executed and delivered Transfer Certificate or Assignment Agreement pursuant to Section 13.06(a) or 13.07(a), respectively.

14.16 Third Party Rights. Other than the Other Creditors with respect to Section 4.05 and Hermes with respect to Sections 5.15 and 9.06, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement unless expressly provided to the contrary in a Credit Document. Notwithstanding any term of any Credit Document, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

14.17 Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "specified currency") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Facility Agent could purchase the specified currency with such other currency at the Facility Agent's Frankfurt office on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to any Lender or an Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by such Lender or an Agent (as the case may be) of any sum adjudged to be so due in such other currency such Lender or an Agent (as the case may be) may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to such Lender or an Agent, as the case may be, in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify such Lender or an Agent, as the case may be, against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to any Lender or an Agent, as the case may be, in the specified currency, such Lender or an Agent, as the case may be, agrees to remit such excess to the Borrower.

14.18 Language. All correspondence, including, without limitation, all notices, reports and/or certificates, delivered by any Credit Party to an Agent or any Lender shall, unless otherwise agreed by the respective recipients thereof, be submitted in the English language or, to the extent the original of such document is not in the English language, such document shall be delivered with a certified English translation thereof. In the event of any conflict between the English translation and the original text of any document, the English translation shall prevail unless the original text is a statutory instrument, legal process or any other document of a similar type or a notice, demand or other communication from Hermes or in relation to the Hermes Cover.

14.19 Waiver of Immunity. The Borrower, in respect of itself, each other Credit Party, its and their process agents, and its and their properties and revenues, hereby irrevocably agrees that, to the extent that the Borrower, any other Credit Party or any of its or their properties has or may hereafter acquire any right of immunity from any legal proceedings, whether in the United Kingdom, the United States, Bermuda, the Bahamas, Germany or elsewhere, to enforce or collect upon the Credit Document Obligations of the Borrower or any other Credit Party related to or arising from the transactions contemplated by any of the Credit Documents, including, without limitation, immunity from service of process, immunity from

jurisdiction or judgment of any court or tribunal, immunity from execution of a judgment, and immunity of any of its property from attachment prior to any entry of judgment, or from attachment in aid of execution upon a judgment, the Borrower, for itself and on behalf of the other Credit Parties, hereby expressly waives, to the fullest extent permissible under applicable law, any such immunity, and agrees not to assert any such right or claim in any such proceeding, whether in the United Kingdom, the United States, Bermuda, the Bahamas, Germany or elsewhere.

14.20 "Know Your Customer" Notice. Each Lender hereby notifies each Credit Party that pursuant to the requirements of the PATRIOT Act and/or other applicable laws and regulations, it is required to obtain, verify, and record information that identifies each Credit Party, which information includes the name of each Credit Party and other information that will allow such Lender to identify each Credit Party in accordance with the PATRIOT Act and/or such other applicable laws and regulations, and each Credit Party agrees to provide such information from time to time to any Lender.

14.21 Release of Liens and the Parent Guaranty: Flag Jurisdiction Transfer.

(a) In the event that any Person conveys, sells, leases, assigns, transfers or otherwise disposes of all or any portion of the Collateral to a Person that is not (and is not required to become) a Credit Party in a transaction permitted by this Agreement or the Credit Documents (including pursuant to a valid waiver or consent), each Lender hereby consents to the release and hereby directs the Collateral Agent to release any Liens created by any Credit Document in respect of such Collateral, and, in the case of a disposition of all of the Equity Interests of any Credit Party (other than the Borrower) in a transaction permitted by this Agreement and as a result of which such Credit Party would not be required to guaranty the Credit Document Obligations pursuant to Sections 9.10(c) and 15, each Lender hereby consents to the release of such Credit Party's obligations under the relevant guarantee to which it is a party. Each Lender hereby directs the Collateral Agent, and the Collateral Agent agrees, upon receipt of reasonable advance notice from the Borrower, to execute and deliver or, at the Borrower's expense, file such documents and perform other actions reasonably necessary to release the relevant guarantee, as applicable, and the Liens when and as directed pursuant to this Section 14.21. In addition, the Collateral Agent agrees to take such actions as are reasonably requested by the Borrower and at the Borrower's expense to terminate the Liens and security interests created by the Credit Documents when all the Credit Document Obligations (other than contingent indemnification Credit Document Obligations and expense reimbursement claims to the extent no claim therefore has been made) are paid in full and Commitments are terminated. Any representation, warranty or covenant contained in any Credit Document relating to any such Equity Interests or asset of the Borrower shall no longer be deemed to be made once such Equity Interests or asset is so conveyed, sold, leased, assigned, transferred or disposed of.

(b) In the event that the Borrower desires to implement a Flag Jurisdiction Transfer with respect to the Vessel, upon receipt of reasonable advance notice thereof from the Borrower, the Collateral Agent shall use commercially reasonable efforts to provide, or (as necessary) procure the provision of, all such reasonable assistance as any Credit Party may request from time to time in relation to (i) the Flag Jurisdiction Transfer, (ii) the related deregistration of the Vessel from its previous flag jurisdiction, and (iii) the release and discharge of the related Security Documents provided that the relevant Credit Party shall pay all

documented out of pocket costs and expenses reasonably incurred by the Collateral Agent or a Secured Creditor in connection with provision of such assistance. Each Lender hereby consents, in connection with any Flag Jurisdiction Transfer and subject to the satisfaction of the requirements thereof to be satisfied by the relevant Credit Party, to (i) deregister the Vessel from its previous flag jurisdiction and (ii) release and hereby direct the Collateral Agent to release the Vessel Mortgage. Each Lender hereby directs the Collateral Agent, and the Collateral Agent agrees to execute and deliver or, at the Borrower's expense, file such documents and perform other actions reasonably necessary to release the Vessel Mortgage when and as directed pursuant to this Section 14.21(b).

14.22 Partial Invalidity. If, at any time, any provision of the Credit Documents is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. Any such illegal, invalid or unenforceable provision shall to the extent possible be substituted by a legal, valid and enforceable provision which reflects the intention of the parties to this Agreement.

SECTION 15. Parent Guaranty and Indemnity. The Parent irrevocably and unconditionally:

(i) guarantees to each Lender Creditor punctual performance by each other Credit Party of all that Credit Party's Credit Document Obligations under the Credit Documents; or

(ii) undertakes with each Lender Creditor that whenever another Credit Party does not pay any amount when due under or in connection with any Credit Document, the Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(iii) agrees with each Lender Creditor that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Lender Creditor immediately on demand against any cost, loss or liability it incurs as a result of a Credit Party not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Credit Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount it would have had to pay under this Section 15 if the amount claimed had been recoverable on the basis of a guarantee.

15.02 Continuing Guaranty. This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Credit Party under the Credit Documents, regardless of any intermediate payment or discharge in whole or in part.

15.03 Reinstatement. If any discharge, release or arrangement (whether in respect of the obligations of any Credit Party or any security for those obligations or otherwise) is made by a Lender Creditor in whole or in part on the basis of any payment, security or other

disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this Section 15 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

15.04 Waiver of Defenses. The obligations of the Guarantor under this Section 15 will not be affected by an act, omission, matter or thing which, but for this Section 15, would reduce, release or prejudice any of its obligations under this Section 15 (without limitation and whether or not known to it or any Lender Creditor) including:

- (i) any time, waiver or consent granted to, or composition with, any Credit Party or other person;
- (ii) the release of any other Credit Party or any other person under the terms of any composition or arrangement with any creditor of any member of the NCLC Group;
- (iii) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Credit Party or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realize the full value of any security;
- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Credit Party or any other person;
- (v) any amendment, novation, supplement, extension restatement (however fundamental and whether or not more onerous) or replacement of a Credit Document or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Credit Document or other document or security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Credit Document or any other document or security; or
- (vii) any insolvency or similar proceedings.

15.05 Guarantor Intent. Without prejudice to the generality of Section 15.04, the Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Credit Documents and/or any facility or amount made available under any of the Credit Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

15.06 Immediate Recourse. The Guarantor waives any right it may have of first requiring any Credit Party (or any trustee or agent on its behalf) to proceed against or enforce

any other rights or security or claim payment from any person before claiming from the Guarantor under this Section 15. This waiver applies irrespective of any law or any provision of a Credit Document to the contrary.

15.07 Appropriations. Until all amounts which may be or become payable by the Credit Parties under or in connection with the Credit Documents have been irrevocably paid in full, each Lender Creditor (or any trustee or agent on its behalf) may:

(i) refrain from applying or enforcing any other moneys, security or rights held or received by that Lender Creditor (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same; and

(ii) hold in an interest-bearing suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this Section 15.

15.08 Deferral of Guarantor's Rights. Until all amounts which may be or become payable by the Credit Parties under or in connection with the Credit Documents have been irrevocably paid in full and unless the Facility Agent otherwise directs, the Guarantor will not exercise any rights which it may have by reason of performance by it of its obligations under the Credit Documents or by reason of any amount being payable, or liability arising, under this Section 15:

(i) to be indemnified by a Credit Party;

(ii) to claim any contribution from any other guarantor of any Credit Party's obligations under the Credit Documents;

(iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender Creditors under the Credit Documents or of any other guarantee or security taken pursuant to, or in connection with, the Credit Documents by any Lender Creditor;

(iv) to bring legal or other proceedings for an order requiring any Credit Party to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under Section 15.01;

(v) to exercise any right of set-off against any Credit Party; and/or

(vi) to claim or prove as a creditor of any Credit Party in competition with any Lender Creditor.

If the Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Lender Creditors by the Credit Parties under or in connection with the Credit Documents to be repaid in full on trust for

the Lender Creditors and shall promptly pay or transfer the same to the Facility Agent or as the Facility Agent may direct for application in accordance with Section 4.

15.09 Additional Security. This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Credit Party.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as a deed on the date first above written.

Signed as a deed for and on behalf of NCL CORPORATION LTD., a Bermuda company, as Parent and Guarantor, by Paul Alan Turner, being a person who, in accordance with the laws of that territory, is acting under the authority of the company under a power of attorney dated 8 July 2014.

By: /s/ Paul Alan Turner

Attorney-in-Fact

In the presence of:

/s/ Stuart Storry

Name: Stuart Storry

Title: Trainee Solicitor

Address:

Norton Rose Fulbright LLP

3 More London Riverside

London SE1 2AQ United Kingdom

Nortonrosefulbright.com

Signed as a deed and delivered on behalf of SEAHAWK TWO, LTD., a Bermuda company, as Borrower, by Paul Alan Turner, being a person who, in accordance with the laws of that territory, is acting under the authority of the company under a power of attorney dated 7 July 2014.

By: /s/ Paul Alan Turner

Attorney-in-Fact

In the presence of:  
/s/ Stuart Storry

Name: Stuart Storry

Title: Trainee Solicitor

Address:  
Norton Rose Fulbright LLP  
3 More London Riverside  
London SE1 2AQ United Kingdom  
Nortonrosefulbright.com

Signed as a deed and delivered on behalf of KFW IPEX-BANK GMBH, a bank organized under the laws of Germany, Individually and as Facility Agent, Collateral Agent, Initial Mandated Lead Arranger, Hermes Agent and CIRRR Agent, by persons who, in accordance with the laws of that territory, are acting under the authority of the bank.

By: /s/ Aida Welker  
Title: Director

By: /s/ Claudia Wenzel  
Title: Vice President

Authorized signatories

In the presence of:

/s/ André Tlele

Name: André Tlele

Title: Vice President

Address:  
KfW IPEX-Bank GmbH  
Palmengartenstraße 5-9  
60325 Frankfurt am Main

**COMMITMENTS**

<u>Lender</u>	<u>Commitments</u>
KfW IPEX-Bank GmbH	[*]
<u>Total</u>	[*]

**MANDATORY COSTS**

- (xvii) The Mandatory Cost is an addition to the interest rate to compensate Lenders for the cost of compliance with (a) the requirements of the Bank of England and/or the Financial Services Authority (or, in either case, any other authority which replaces all or any of its functions) or (b) the requirements of the European Central Bank.
- (xviii) On the first day of each Interest Period (or as soon as possible thereafter) the Facility Agent shall calculate, as a percentage rate, a rate (the "Additional Cost Rate") for each Lender, in accordance with the paragraphs set out below. The Mandatory Cost will be calculated by the Facility Agent as a weighted average of the Lenders' Additional Cost Rates (weighted in proportion to the percentage participation of each Lender in the relevant Loan) and will be expressed as a percentage rate per annum.
- (xix) The Additional Cost Rate for any Lender lending from a Facility Office in a Participating Member State will be the percentage notified by that Lender to the Facility Agent. This percentage will be certified by that Lender in its notice to the Facility Agent to be its reasonable determination of the cost (expressed as a percentage of that Lender's participation in all Loans made from that Facility Office) of complying with the minimum reserve requirements of the European Central Bank in respect of loans made from that Facility Office.
- (xx) The Additional Cost Rate for any Lender lending from a Facility Office in the United Kingdom will be calculated by the Facility Agent as follows:

[\*]

Where:

- A is the percentage of Eligible Liabilities (assuming these to be in excess of any stated minimum) which that Lender is from time to time required to maintain as an interest free cash ratio deposit with the Bank of England to comply with cash ratio requirements.
- B is the percentage rate of interest (excluding the Floating Rate Margin and the Mandatory Cost and, if the Loan is an Unpaid Sum, the additional rate of interest specified in paragraph (b) of Section 2.06 payable for the relevant Interest Period on the Loan.
- C is the percentage (if any) of Eligible Liabilities which that Lender is required from time to time to maintain as interest bearing Special Deposits with the Bank of England.
- D is the percentage rate per annum payable by the Bank of England to the Facility Agent on interest bearing Special Deposits.

E is designed to compensate Lenders for amounts payable under the Fees Rules and is calculated by the Facility Agent as being the average of the most recent rates of charge supplied by the Reference Banks to the Facility Agent pursuant to paragraph 7 below and expressed in pounds per £1,000,000.

(xxi) For the purposes of this Schedule:

“Eligible Liabilities” and “Special Deposits” have the meanings given to them from time to time under or pursuant to the Bank of England Act 1998 or (as may be appropriate) by the Bank of England;

“Fees Rules” means the rules on periodic fees contained in the Financial Services Authority Fees Manual or such other law or regulation as may be in force from time to time in respect of the payment of fees for the acceptance of deposits;

“Fee Tariffs” means the fee tariffs specified in the Fees Rules under the activity group A.1 Deposit acceptors (ignoring any minimum fee or zero rated fee required pursuant to the Fees Rules but taking into account any applicable discount rate);

“Participating Member State” means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union.

“Tariff Base” has the meaning given to it in, and will be calculated in accordance with, the Fees Rules; and

“Unpaid Sum” means any sum due and payable but unpaid by any Credit Party under the Credit Documents.

(xxii) In application of the above formulae, A, B, C and D will be included in the formulae as percentages (i.e. 5 per cent. will be included in the formula as 5 and not as 0.05). A negative result obtained by subtracting D from B shall be taken as zero. The resulting figures shall be rounded to four decimal places.

(xxiii) If requested by the Facility Agent, each Reference Bank shall, as soon as practicable after publication by the Financial Services Authority, supply to the Facility Agent, the rate of charge payable by that Reference Bank to the Financial Services Authority pursuant to the Fees Rules in respect of the relevant financial year of the Financial Services Authority (calculated for this purpose by that Reference Bank as being the average of the Fee Tariffs applicable to that Reference Bank for that financial year) and expressed in pounds per £1,000,000 of the Tariff Base of that Reference Bank.

(xxiv) Each Lender shall supply any information required by the Facility Agent for the purpose of calculating its Additional Cost Rate. In particular, but without limitation, each Lender shall supply the following information on or prior to the date on which it becomes a Lender:

- a) the jurisdiction of its Facility Office; and
- b) any other information that the Facility Agent may reasonably require for such purpose.

Each Lender shall promptly notify the Facility Agent of any change to the information provided by it pursuant to this paragraph.

- (xxv) The percentages of each Lender for the purpose of A and C above and the rates of charge of each Reference Bank for the purpose of E above shall be determined by the Facility Agent based upon the information supplied to it pursuant to paragraphs 7 and 8 above and on the assumption that, unless a Lender notifies the Facility Agent to the contrary, each Lender's obligations in relation to cash ratio deposits and Special Deposits are the same as those of a typical bank from its jurisdiction of incorporation with a Facility Office in the same jurisdiction as its Facility Office.
- (xxvi) The Facility Agent shall have no liability to any person if such determination results in an Additional Cost Rate which over or under compensates any Lender and shall be entitled to assume that the information provided by any Lender or Reference Bank pursuant to paragraphs 3, 7 and 8 above is true and correct in all respects.
- (xxvii) The Facility Agent shall distribute the additional amounts received as a result of the Mandatory Cost to the Lenders on the basis of the Additional Cost Rate for each Lender based on the information provided by each Lender and each Reference Bank pursuant to paragraphs 3, 7 and 8 above.
- (xxviii) Any determination by the Facility Agent pursuant to this Schedule in relation to a formula, the Mandatory Cost, an Additional Cost Rate or any amount payable to a Lender shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.
- (xxix) The Facility Agent may from time to time, after consultation with the Parent and the Lenders, determine and notify to all parties to the Credit Agreement any amendments which are required to be made to this Schedule in order to comply with any change in law, regulation or any requirements from time to time imposed by the Bank of England, the Financial Services Authority or the European Central Bank (or, in any case, any other authority which replaces all or any of its functions) and any such determination shall, in the absence of manifest error, be conclusive and binding on all parties to the Credit Agreement.

**NOTICES, ACKNOWLEDGMENTS AND CONSENTS**

Notices

1. Notice of Assignment of the Construction Contract for Seahawk Two, Ltd. in the form of Part 1 of Schedule 1 to the Assignment of Contracts shall be delivered to the Yard.
2. Notice of Assignment of Refund Guarantees for Seahawk Two, Ltd. in the form of either (x) Part 2 of Schedule 1 to the Assignment of Contracts or (y) Schedule 1 to the Charge of KfW Refund Guarantees, as applicable, shall be delivered to the applicable issuer of Refund Guarantees in respect of the Refund Guarantee(s) issued on or prior to the Initial Borrowing Date.
3. Notice of Charge of the Refund Guarantee issued by KfW IPEX-Bank GmbH in the form of Schedule 4 to the Assignment of Contracts shall be delivered to KfW IPEX-Bank GmbH as refund guarantor.

Financing Statements

1. UCC-1 shall be filed with the Florida Secured Transaction Registry naming Seahawk Two, Ltd. as Debtor and KfW IPEX-Bank GmbH in its capacity as Collateral Agent, as Secured Party.

INITIAL BORROWING DATE OPINIONS

Exhibit 1

Form of Paul, Weiss, Rifkind, Wharton & Garrison LLP  
opinion as to matters of New York law

Exhibit 2  
Form of Cox Hallett Wilkinson Limited opinion as to matters of Bermuda law

Exhibit 3  
Form of Norton Rose Fulbright LLP opinion as to matters of English law

Exhibit 4

**Matters to be covered by Norton Rose Fulbright LLP in relation to matters of German law**

If required pursuant to Section 5.10(d) and subject to the assumptions, qualifications and definitions set forth in such opinion, German Counsel to the Facility Agent for the benefit of the Lead Arrangers opine as follows (capitalized terms have the meanings ascribed to them in such opinion):

The Declaration of Guarantee constitutes a valid and legally binding guarantee of the Federal Republic of Germany towards the Lenders subject to the specific provisions set out in the Declaration of Guarantee and subject to the applicable General Terms and Conditions and Guidelines.

Exhibit 5  
**Form of Holland & Knight LLP opinion as to matters of laws of Florida**

**MATERIAL LITIGATION**

None

**DELIVERY DATE OPINIONS**

1. Pursuant to Section 7.05(a) and subject to the assumptions, qualifications and definitions set forth in such opinion, English Counsel to the Facility Agent for the benefit of the Lead Arrangers opine as follows (capitalized terms have the meanings ascribed to them in such opinion):
2. the obligations expressed to be assumed by the Borrower in the Credit Documents governed by English law constitute its valid, legally binding and enforceable obligations;
3. there is no requirement under English law for the consent or authorisation of, or the filing, recording or enrolment of any documents with, any court or other authority in England and Wales to be obtained or made in order to ensure the legality, validity, enforceability or admissibility in evidence of the Credit Documents governed by English law;
4. English courts of competent jurisdiction will give effect to the choice of English law as the proper law of the Credit Documents governed by English law and will regard express submission by the Borrower to the jurisdiction contained in the Credit Documents governed by English law as sufficient to confer jurisdiction upon them over proceedings within the scope of the submission;
5. no stamp duty or similar tax is payable in the United Kingdom in respect of the execution or delivery of the Credit Documents governed by English law; and
6. each Assignment Agreement is effective to create valid security interests in favour of the Collateral Agent.
7. Pursuant to Section 7.05(b) and subject to the assumptions, qualifications and definitions set forth in such opinion, Paul, Weiss, Rifkind, Wharton & Garrison, Counsel to the Credit Parties opine as follows (capitalized terms shall have the meanings ascribed to them in such opinion):
8. The Transaction Documents provide that they are to be governed by English law. To the extent that the Transaction Documents are governed by English law or the law of any other jurisdiction, we express no opinion as to those laws or their applicability to matters covered by this opinion, nor do we express any opinion as to whether or not New York law is applicable to the Transaction Documents. However, we are of the opinion that if the Transaction Documents were governed by the laws of the state of New York (without reference to New York choice of law principles that would result in the application of the laws of another jurisdiction), the execution and delivery by each Credit Party of each Transaction Document to which it is a party and the performance by each such Credit Party of its obligations under each Transaction Document to which it is a party do not breach or result in a default under, or result in the creation of any lien (other than the liens created pursuant to the Transaction Documents) upon any of the assets of that Credit Party pursuant to any agreement listed on Schedule I to this letter (the "Covered Agreements") (it being understood that a requirement to prepay loans under a Covered

Agreement is not a breach of such Covered Agreement, and we express no opinion as to whether a prepayment is required under a Covered Agreement). If any Covered Agreement is governed by the laws of a jurisdiction other than the state of New York, we have assumed such Covered Agreement would be interpreted in accordance with its plain meaning, except that technical terms would mean what lawyers generally understand them to mean for agreements governed by the laws of the state of New York. We express no opinion with respect to any provision of any Covered Agreement to the extent that an opinion with respect to such provision would require making any financial, accounting or mathematical calculation or determination.

9. Pursuant to Section 7.05(c) and subject to the assumptions, qualifications and definitions set forth in such opinion, Bahamian Counsel to the Credit Parties opine as follows (capitalized terms have the meanings ascribed to them in such opinion):
10. Under the laws of the Bahamas the Borrower is the registered owner of record of sixty-four sixty-fourth shares, being the whole thereof of the *[insert vessel name]* and the Vessel Mortgage constitutes the valid and legally binding act of the Borrower and the Vessel Mortgage is enforceable in accordance with its terms, and further, the Vessel Mortgage creates in favour of the Mortgagee a valid and effective first priority legal mortgage over the *[insert vessel name]* and there are no other charges, mortgages or encumbrances on record with respect thereto. It should be noted that maritime liens as set out in Section 281 of The Merchant Shipping Act of The Bahamas have priority over mortgages even if such liens are incurred after a mortgage has been registered.
11. No further registration authorization, approval or consent or other official action in The Bahamas is necessary to render any of the Documents or the security respectively created thereby valid, perfected and enforceable.
12. All filing, registration and recording fees required under the laws of The Bahamas in connection with the Vessel Mortgage and other fees necessary to ensure the validity, effectiveness and priority of any liens, charges and encumbrances created under the Vessel Mortgage have been paid.
13. The courts of The Bahamas will recognize as a valid judgment and enforce any final, conclusive and enforceable judgment obtained against a mortgagor in a United Kingdom court without re-examination of the merits of the case subject to registration of the judgment under the provisions of the Reciprocal Enforcements of Judgments Act of the Bahamas.
14. The Vessel Mortgage constitutes the legal, valid and binding obligations of the Borrower and is enforceable in accordance with its terms.
15. No consents, authorizations or other approvals are required from any governmental or other authority of The Bahamas for the execution, delivery or performance of any of the Documents by any of the parties thereto or the consummation of the transactions contemplated therein.

16. Neither the execution nor delivery of the Documents by the Borrower, nor the performance of its obligations under the Documents, will contravene any existing applicable law or regulation of The Bahamas.
17. The Borrower is not entitled or required under any existing applicable law or regulation of The Bahamas to make any withholding or deduction in respect of any tax or otherwise from any payment which it is or may be required to make under the Documents (or any of them) and other than the fees paid in connection with the registration of the Vessel Mortgage no tax, impost, duty or registration fee is payable on any of the Documents in The Bahamas save for registration fees on the Vessel Mortgage.
18. Other than the fees paid in connection with the registration of the Vessel Mortgage, no stamp or registration duty or similar taxes or charges are payable in The Bahamas in respect of the Documents.
19. Under the laws of The Bahamas, the Mortgagee will not be deemed to be resident, domiciled or carrying on any commercial activity in The Bahamas or subject to any tax of The Bahamas as a result of its entry into the Documents or the performance of any of the transactions contemplated thereby. It is not necessary for the Mortgagee to be authorized or qualified to carry on business in The Bahamas or establish a place of business in The Bahamas for the entry into or performance of the Documents.
20. It is not necessary or advisable to take any further action in the future in order to preserve the security interests referred to above or the priority thereof in connection with the Vessel Mortgage.
21. Pursuant to Section 7.05(d) and subject to the assumptions, qualifications and definitions set forth in such opinion, Bermuda Counsel to the Credit Parties opine as follows (capitalized terms shall have the meanings ascribed to them in such opinion):
22. Each of the Companies is duly incorporated with limited liability and is existing and in good standing under the laws of Bermuda (meaning that it has not failed to make any filing with any Bermuda governmental authority or to pay any Bermuda government fee or tax which might make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
23. The entering into of the relevant Opinion Documents and the execution and delivery of the relevant Opinion Documents by each of the Companies and the performance by each of the Companies of its obligations thereunder:
24. are within its corporate powers and have been duly authorised; and
25. will not conflict with the memorandum of association or bye-laws of such Company or violate or result in the breach of any Bermuda law or regulation.
26. The relevant Opinion Documents have been duly executed by each of the Companies and constitute legal, valid and binding obligations of each of the Companies, enforceable in Bermuda in accordance with its terms.

27. Based solely on the Litigation Searches, there are no judgments against, nor legal or governmental actions or proceedings pending in Bermuda to which any of the Companies is subject.
28. Based solely on the Company Searches and the Litigation Searches, no steps have been, or are being, taken in Bermuda for the appointment of a receiver or liquidator to, or for the winding-up, dissolution, reconstruction or reorganisation of any of the Companies or any of their respective assets.
29. No authorisation, consent, approval, license, qualification or formal exemption from, or any filing, declaration or registration with any court, governmental or municipal authority or other public body of Bermuda is required in connection with the execution and delivery of the Opinion Documents, the performance by each of the Companies of its obligations under the relevant Opinion Documents, the enforceability or admissibility in evidence of the Opinion Documents.
30. It is not necessary or desirable to ensure the enforceability in Bermuda of the Opinion Documents that they be registered in any register kept by, or filed with, any governmental or municipal authority or other public or regulatory body in Bermuda. However, on the basis that each of the Security Documents creates a charge over assets of the relevant Companies, it is desirable, in order to ensure the priority in Bermuda of the charge created, that such document be registered, and has been duly filed for such registration, in the Register of Charges in accordance with Section 55 of the Act. On registration, to the extent that Bermuda law governs the priority of a charge, such charge will have priority in Bermuda over any unregistered charges, and over any subsequently registered charges, in respect of the property subject to such charge. A registration fee will be payable in respect of the registration.
- While there is no exhaustive definition of a charge under Bermuda law, a charge includes any interest created in property by way of security (including any mortgage, assignment, pledge, lien or hypothecation). As the Security Documents are governed by either the English Laws or the Bahamian Laws, the question of whether they create such an interest in property would be determined under the applicable laws.
31. The Opinion Documents will not be subject to ad valorem stamp duty, registration, recording, filing or other fees, duties or taxes in Bermuda and no such fees, duties or taxes are payable in Bermuda in connection with the execution, delivery or performance of the Opinion Documents.
32. The choice of the English Laws as the governing law of the English Law Documents is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws:
33. which such court considers to be procedural in nature;
34. which are revenue or penal laws; or

35. the application of which would be inconsistent with public policy, as such term is interpreted under the laws of Bermuda.
36. The submission by each of the Companies pursuant to the English Law Documents to the exclusive jurisdiction of the English Courts is valid and binding upon the Obligors.
37. The choice of the Bahamian Laws as the governing law of the Bahamian Law Document is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws:
  38. which such court considers to be procedural in nature;
  39. which are revenue or penal laws; or
  40. the application of which would be inconsistent with public policy, as such term is interpreted under the laws of Bermuda.
41. The submission by each of the Companies pursuant to the Bahamian Law Documents to the jurisdiction of the Bahamian Courts is valid and binding upon the Companies.
42. The payment obligations of the Companies under the Opinion Documents are direct, general and unconditional obligations of such Company and rank at least pari passu with all other present or future unsecured and unsubordinated indebtedness of such Company other than indebtedness which is preferred by virtue of any provision of the laws of Bermuda of general application.
43. None of the Companies nor any of their respective assets are entitled to immunity from suit, execution, attachment of legal process under the laws of Bermuda, whether characterised as sovereign immunity or otherwise from any legal action or proceeding in Bermuda (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement).
44. No Bermuda taxes are imposed by withholding or otherwise on any payment to be made by any of the Companies under the relevant Opinion Documents or are imposed on or by virtue of the execution or delivery by the Companies of the Opinion Documents or any document or instrument to be executed or delivered under the Opinion Documents.
45. The courts of Bermuda will recognise as a valid judgment any final and conclusive judgment obtained against the Borrower by any party to the English Law Documents based upon such document in the English Courts under which a sum of money is payable (other than a sum of money payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or multiple damages as defined in the Protection of Trading Interests Act 1981 (the "1981 Act")) and such a judgment will be enforced by the Supreme Court of Bermuda under The Judgments (Reciprocal Enforcement) Act 1958 (the "1958 Act") without re-examination of the merits of the case provided that:
  46. the judgment is final and conclusive notwithstanding that an appeal may be pending against it or that it may still be subject to an appeal in the relevant jurisdiction;

47. the judgment is a judgment of the superior courts of England exercising original jurisdiction and is duly registered in the Supreme Court of Bermuda in accordance with the provisions of the 1958 Act;
48. the Borrower received notice of the proceedings in the English Courts in sufficient time to enable it to defend the proceedings; and
49. the judgment was not obtained by fraud.
50. The courts of Bermuda will recognise as a valid judgment any final and conclusive judgment obtained against the Borrower by any party to the Bahamian Law Document based upon such documents in the Bahamian Courts under which a sum of money is payable (other than a sum of money payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty or multiple damages as defined in 1981 Act) and such a judgment will be enforced by the Supreme Court of Bermuda under the 1958 Act without re-examination of the merits of the case provided that:
51. the judgment is final and conclusive notwithstanding that an appeal may be pending against it or that it may still be subject to an appeal in the relevant jurisdiction;
52. the judgment is a judgment of the superior courts of the Bahamas exercising original jurisdiction and is duly registered in the Supreme Court of Bermuda in accordance with the provisions of the 1958 Act;
53. the Borrower received notice of the proceedings in the Bahamian Courts in sufficient time to enable it to defend the proceedings; and
54. (iv) the judgment was not obtained by fraud. Under Section 3 of the 1958 Act, the registration of the judgment of any of the courts referred to in paragraphs (p) and (q) in the Supreme Court of Bermuda involves the conversion of the judgment debt into Bermuda Dollars at the date of such court's judgment. However, the Bermuda Monetary Authority has indicated that its present policy is to give the consent necessary for the Bermuda dollar award made by the Supreme Court of Bermuda to be converted into external currency. No stamp duty or similar or other tax or duty is payable in Bermuda on the enforcement of a foreign judgment. Court fees will be payable in connection with proceedings for enforcement.
55. No party to the Opinion Documents will be deemed to be resident, domiciled, carrying on business or subject to taxation in Bermuda by reason only of the negotiation, preparation, execution, performance, enforcement of, and or receipt of any payment due from the Companies under the relevant Opinion Documents.
56. It is not necessary under the laws of Bermuda:
57. in order to enable any party to enforce its rights under the Opinion Documents; or
58. by reason of the execution, delivery and performance of the Opinion Documents by the parties thereto,

that such persons should be licensed, qualified or otherwise entitled to carry on business in Bermuda.

**EXISTING AGREEMENTS**

None.

**CAPITALIZATION**

<b>Credit Party</b>	<b>Owner</b>	<b>Type of Shares</b>	<b>Number of Shares Owned</b>	<b>Percent of Outstanding Shares Owned</b>
Seahawk Two, Ltd.	NCL International, Ltd.	Ordinary	12,000	100%
NCL International, Ltd.	Arrasas Limited	Ordinary	12,000	100%

**SUBSIDIARIES**

<b>Name of Subsidiary</b>	<b>Direct Owner(s)</b>	<b>Percent(%) Ownership</b>	<b>Jurisdiction of Organization</b>
Arrasas Limited	NCL Corporation Ltd.	100	Isle of Man
Belize Investments Limited	Future Investments, Ltd.	100	St. Lucia
Breakaway One, Ltd.	NCL International, Ltd.	100	Bermuda
Breakaway Two, Ltd.	NCL International, Ltd.	100	Bermuda
Breakaway Three, Ltd.	NCL International, Ltd.	100	Bermuda
Breakaway Four, Ltd.	NCL International, Ltd.	100	Bermuda
Cruise Quality Travel Spain SL	NCL (Bahamas) Ltd.	100	Spain
Future Investments, Ltd.	Arrasas Limited	100	Bermuda
Krystalsea Limited	Belize Investments Limited	100	British Virgin Islands
NCL America Holdings, LLC	Norwegian Sextant Ltd.	100	Delaware
NCL America LLC	NCL America Holdings, LLC	100	Delaware
NCL (Bahamas) Ltd.	NCL International, Ltd.	100	Bermuda
NCL International, Ltd.	Arrasas Limited	100	Bermuda
Norwegian Compass Ltd.	NCL Corporation Ltd.	100	United Kingdom
Norwegian Cruise Co. Inc.	NCL Corporation Ltd.	100	Delaware
Norwegian Dawn Limited	NCL International, Ltd.	100	Isle of Man
Norwegian Epic, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Gem, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Jewel Limited	NCL International, Ltd.	100	Isle of Man
Norwegian Pearl, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Sextant Ltd.	Norwegian Cruise Co. Inc.	100	United Kingdom
Norwegian Sky, Ltd.	NCL International, Ltd.	100	Bermuda
Norwegian Spirit, Ltd.	NCL International, Ltd.	100	Bermuda

<b>Name of Subsidiary</b>	<b>Direct Owner(s)</b>	<b>Percent(%) Ownership</b>	<b>Jurisdiction of Organization</b>
Norwegian Star Limited	NCL International, Ltd.	100	Isle of Man
Norwegian Sun Limited	NCL International, Ltd.	100	Bermuda
Polynesian Adventure Tours, LLC	NCL America LLC	100	Hawaii
PAT Tours, LLC	NCL America LLC	100	Delaware
Pride of America Ship Holding, LLC	NCL America LLC	100	Delaware
Pride of Hawaii, LLC	Arrasas Limited	100	Delaware
Seahawk One, Ltd.	NCL International Ltd.	100	Bermuda
Seahawk Two, Ltd.	NCL International Ltd.	100	Bermuda
Sixthman Ltd.	NCL International Ltd.	100	Bermuda

VESSEL

N/A

**APPROVED CLASSIFICATION SOCIETIES**

American Bureau of Shipping  
Nippon Kaiji Kyokai  
Lloyd's Register of Shipping  
Bureau Veritas  
DNV GL

**REQUIRED INSURANCE**

1. For the purpose of this Schedule 9.03, the following terms shall have the meanings ascribed to them as follows:

“Compulsory Acquisition Compensation” shall mean all moneys or other compensation whatsoever payable by reason of the compulsory acquisition of the Vessel other than by requisition for hire;

“Insurances” shall mean all policies and contracts of the insurance and entries of the Vessel in a protection and indemnity or war risks association which are effected in respect of the Vessel, its freight, disbursements, profits or otherwise and all benefits, including all claims and returns of premiums thereunder and shall also include all Compulsory Acquisition Compensation;

“Security Period” shall mean that period from the Delivery Date until the date on which all Loans shall have been fully paid, satisfied and extinguished.

“Total Loss” shall mean any actual or constructive or arranged or agreed or compromised total loss or compulsory acquisition of the Vessel (excluding any requisition for hire).

2. From the Delivery Date of the Vessel, the Borrower shall insure the Vessel, or procure that the Vessel is insured, in its name and keep the Vessel and procure that the Vessel is kept insured on an agreed value basis for an amount in Dollars approved by the Collateral Agent, provided that:

(a) the insured value of the Vessel shall at all times be equal to or greater than its fair market value,

(b) the insured value of the Vessel shall be equal to or greater than [\*] of the then applicable Total Commitment, and

(c) the hull and machinery insured value for the Vessel shall at all times be equal to no less than [\*] of the total insured value of the Vessel and no more than [\*] of the total insured value of the Vessel shall consist of hull interest and freight interest insurance

through internationally recognized independent first class insurance companies, underwriters, war risks and protection and indemnity associations reasonably acceptable to the Collateral Agent in each instance on terms and conditions approved by the Collateral Agent (with such approval not to be unreasonably withheld) including as to deductibles but at least in respect of:

(1) marine risks including all risks customarily and usually covered by first-class and prudent shipowners in the London insurance markets under English marine policies, or the Norwegian Plan or Collateral Agent-approved policies containing the ordinary conditions applicable to similar vessels;

(2) war risks including the Missing Vessel Clause, terrorism, piracy and confiscation, and, should Institute War and Strike Clauses, Hulls Conditions prevail, the London Blocking and Trapping Addendum and war risks (protection and indemnity) with a separate limit and in excess of the amount for war risks (hull);

(3) excess risks that is to say the proportion of claims for general average and salvage charges and under the running down clause not recoverable in consequence of the value at which the Vessel is assessed for the purpose of such claims exceeding the insured value;

(4) protection and indemnity risks with full standard coverage and up to the highest limit of liability available (for oil pollution risk the highest limit currently available is [\*] for pollution risk and this to be increased if requested by the Collateral Agent and the increase is possible in accordance with the standard protection and indemnity cover for vessels of its type and is compatible with prudent insurance practice for first class cruise shipowners or operators in waters where the Vessel trades from time to time during the Security Period;

(5) when and while the Vessel is laid-up, in lieu of hull insurance, normal port risks;

(6) such other risks as the Collateral Agent may from time to time reasonably require;

and in any event in respect of those risks and at those levels covered by first class and prudent owners and/or financiers in the international market in respect of similar tonnage, provided that if any of such insurances are also effected in the name of any other person (other than the Borrower or the Collateral Agent) such person shall if so required by the Collateral Agent execute a first priority assignment and/or transfer of its interest in such insurances in favor of the Collateral Agent in similar terms mutatis mutandis to the relevant Assignment of Insurances.

3. The Collateral Agent at the cost of the Borrower or the Parent shall take out, in each case, for an amount in Dollars approved by the Collateral Agent but not being, collectively, less than [\*] of the then applicable Total Commitment, mortgagee interest insurance and mortgagee additional perils insurance on such conditions as the Collateral Agent may reasonably require, the Parent and the Borrower having no interest or entitlement in respect of such policies; the Collateral Agent undertakes to use its reasonable endeavors to match the premium level that the Borrower or the Parent would have paid if they had arranged such cover on such conditions (as demonstrated to the reasonable satisfaction of the Collateral Agent).

4. If the Vessel shall trade in the United States of America and/or the Exclusive Economic Zone of the United States of America (the "EEZ") as such term is defined in the US Oil Pollution Act 1990 ("OPA"), the Borrower shall comply strictly with the requirements of OPA and any similar legislation which may from time to time be enacted in any jurisdiction in which the Vessel presently trades or may or will trade at any time during the existence of the Vessel Mortgage and in particular before such trade is commenced and during the entire period during which such trade is carried on the Borrower shall:

(i) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to it for the Vessel in the market;

(ii) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association and

to comply with all obligations in order to maintain such cover, and promptly to deliver to the Collateral Agent copies of such declarations;

(iii) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly to deliver to the Collateral Agent copies of reports made in respect of such surveys;

(iv) implement any recommendations contained in the reports issued following the surveys referred to in sub-clause (iii) above within the time limit specified therein and provide evidence satisfactory to the Collateral Agent that the protection and indemnity insurers are satisfied that this has been done;

(v) in particular strictly comply with the requirements of any applicable law, convention, regulation, proclamation or order with regard to financial responsibility for liabilities imposed on the Borrower or the Vessel with respect to pollution by any state or nation or political subdivision thereof, including but not limited to OPA, and provide the Collateral Agent on demand with such information or evidence as it may reasonably require of such compliance;

(vi) procure that the protection and indemnity insurances do not contain a clause excluding the Vessel from trading in waters of the United States of America and the EEZ or any other provision analogous thereto and provide the Collateral Agent with evidence that this is so; and

(vii) strictly comply with any operational or structural regulations issued from time to time by any relevant authorities under OPA so that at all times the Vessel falls within the provisions which limit strict liability under OPA for oil pollution.

5. The Borrower shall give notice forthwith of any assignment and/or transfer of its interest in the Insurances to the relevant brokers, insurance companies, underwriters and/or associations in the form reasonably approved by the Collateral Agent.

6. The Borrower shall execute and deliver all such documents and do all such things as may be necessary to confer upon the Collateral Agent legal title to the Insurances in respect of the Vessel and to procure that the interest of the Collateral Agent is at all times filed with all slips, cover notes, policies and certificates of entry and to procure (a) that a loss payable clause in the form reasonably approved by the Collateral Agent and exceeding [\*] shall be filed with all the hull, machinery and equipment and war risks policies in respect of the Vessel and (b) that a loss payable clause in the form reasonably approved by the Collateral Agent and exceeding [\*] shall be endorsed upon the protection and indemnity certificates of entry in respect of the Vessel.

7. At the Borrower's expense the Borrower will cause such insurance broker and the P & I club or association providing P & I insurance to agree to advise the Collateral Agent by telex or telecopier confirmed by letter of any expiration, termination, alteration or cancellation of any policy, any default in the payment of any premium and of any other act or omission on the part of the Borrower of which it has knowledge and which might invalidate or

render unenforceable, in whole or in part, any insurance on the Vessel, and to provide an opportunity of paying any such unpaid premium or call, such right being exercisable by the Collateral Agent on a vessel by vessel and not on a fleet basis. In addition, the Borrower or the Parent shall promptly provide the Collateral Agent with any information which the Collateral Agent reasonably requests for the purpose of obtaining or preparing any report from an independent marine insurance consultant as to the adequacy of the insurances effected or proposed to be effected in accordance with the provisions contained herein as of the date hereof or in connection with any renewal thereof, and the Borrower or the Parent shall upon demand indemnify the Collateral Agent in respect of all reasonable fees and other expenses incurred by or for the account of the Collateral Agent in connection with any such report; provided the Collateral Agent shall be entitled to such indemnity only for one such report during any period of twelve months.

8. The Borrower shall procure that each of the relevant brokers and associations furnish the Collateral Agent with a letter of undertaking in such usual form as may be reasonably required by the Collateral Agent and waives any lien for premiums or calls except in relation to premiums or calls attributable to the Vessel.

9. The Borrower shall punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances on the Vessel and to produce all relevant receipts when so required by the Collateral Agent;

10. The Borrower shall renew each of the Insurances on the Vessel before the expiry thereof and give immediate notice to the Collateral Agent of such renewal and procure that the relevant brokers or associations shall promptly confirm in writing to the Collateral Agent that such renewal is effected. If for any reason it appears that the Insurances will not be renewed before the expiry thereof, the Borrower shall also immediately notify the Collateral Agent once it becomes aware of the same.

11. The Borrower shall arrange for the execution of such guarantees as may from time to time be required by any protection and indemnity and/or war risks association.

12. The Borrower shall furnish to the Collateral Agent from time to time on request with full information about all Insurances maintained on the Vessel and the names of the offices, companies, underwriters, associations or clubs with which such Insurances are placed.

13. The Borrower shall not agree to any variation in the terms of any of the Insurances on the Vessel without the prior approval of the Collateral Agent (which approval shall not be unreasonably withheld) (save in circumstances where the variation is imposed by the insurers or reinsurers without requiring the Borrower's consent, in which case the Borrower shall notify the Collateral Agent of such variation in a timely manner) nor do any act or voluntarily suffer or permit any act to be done whereby any Insurances shall or may be rendered invalid, void, voidable, suspended, defeated or unenforceable and not to suffer or permit the Vessel to engage in any voyage nor to carry any cargo not permitted under any of the Insurances without first obtaining the consent of the insurers or reinsurers concerned and complying with such requirements as to payment of extra premiums or otherwise as the insurers or reinsurers may impose. If a variation in the terms of the Insurances is imposed as aforesaid and in the absolute opinion of the Collateral Agent its interest in the Insurances is thereby materially adversely affected and/or the proceeds of the Insurances payable to the Collateral Agent would be adversely affected, the Borrower undertakes promptly to make such changes to the Insurances, or

such alternative Insurance arrangements, provided that such alternative Insurance arrangements are available in the insurance market to the Borrower at that time, as the Collateral Agent shall reasonably require.

14. The Borrower shall not, without the prior written consent of the Collateral Agent, settle, compromise or abandon any claim in respect of any of the Insurances on the Vessel other than a claim of less than [\*] or the equivalent in any other currency and not being a claim arising out of a Total Loss.

15. The Borrower shall promptly furnish the Collateral Agent with full information regarding any casualties or other accidents or damage to the Vessel involving an amount in excess of [\*].

16. The Borrower shall apply or ensure the appliance of all such sums receivable in respect of the Insurances on the Vessel for the purpose of making good the loss and fully repairing all damage in respect whereof the insurance moneys shall have been received.

17. In the event of the Borrower defaulting in insuring and keeping insured its Vessel as hereinbefore provided then the Collateral Agent may (but shall not be bound to) insure the Vessel or enter the Vessel in such manner and to such extent as the Collateral Agent in its discretion thinks fit and in such case all the cost of effecting and maintaining such Insurance together with interest thereon shall be paid on demand by the Borrower to the Collateral Agent.

**EXISTING LIENS**

None.

**CREDIT PARTY ADDRESSES**

If to any Credit Party:

7665 Corporate Center Drive  
Miami, Florida 33126  
United States of America  
Attn: Chief Financial Officer and General Counsel

With copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, NY 10019  
Attn: Steve Martinez  
Tel. No.: (212) 515-3200  
Fax No.: (212) 515-3288

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York  
NY 10019-6064  
Tel No: (212) 373-3074  
Fax No: (212) 492-0074  
Attn: Brad Finkelstein

**LENDER ADDRESSES**

**INSTITUTIONS**

**ADDRESSES**

**KFW IPEX-BANK GMBH**

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany  
Telephone: +49 69 7431 2625  
Fax: +49 69 7431 3768  
Attn: Ms Claudia Wenzel  
email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

FORM OF NOTICE OF BORROWING

[Date]

KfW IPEX-Bank GmbH,  
as Facility Agent for the Lenders party  
to the Credit Agreement  
referred to below  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: [\_\_\_\_\_]

Ladies and Gentlemen:

The undersigned, Seahawk Two, Ltd., a Bermuda company (the "Borrower"), refers to the Credit Agreement, dated as of [ ] 2014 (as amended, restated, novated, modified and/or supplemented from time to time, the "Credit Agreement", unless otherwise defined herein, capitalized terms defined therein being used herein as therein defined), among NCL CORPORATION LTD., a Bermuda company (the "Parent"), the Borrower, the Lenders from time to time party thereto, you, as Facility Agent, Collateral Agent under the Security Documents, CIRR Agent and Hermes Agent, and the other parties thereto and hereby gives you notice, irrevocably, pursuant to Section 2.03 of the Credit Agreement, that the Borrower hereby requests a Borrowing under the Credit Agreement, and in that connection sets forth below the information relating to such Borrowing (the "Proposed Borrowing") as required by Section 2.03 of the Credit Agreement:

- (i) The Business Day of the Proposed Borrowing is \_\_\_\_\_ (the "Proposed Borrowing Date").<sup>1</sup>
- (ii) The portion of the Total Commitments to be utilized on the Proposed Borrowing Date (the "Proposed Utilized Commitments") is:
  - (A) € \_\_\_\_\_; and
  - (B) [\$ \_\_\_\_\_ in respect of the Hermes Premium].<sup>2</sup>

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<sup>1</sup> Shall be a Business Day at least three Business Days after the date hereof, provided that (in each case) any such notice shall be deemed to have been given on a certain day only if given before 11:00 a.m. (Frankfurt time) on such day (unless such 11:00 a.m. deadline is waived in the case of the Initial Borrowing Date).

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(iii) The initial Interest Period for the Proposed Borrowing is \_\_\_\_ [month(s)].<sup>3</sup>

(iv) The Parent and/or the Borrower [have] [have not] entered into Earmarked Foreign Exchange Arrangements with respect to the amount required to be paid to the Yard on the Proposed Borrowing Date [and the Dollar Equivalent of the aggregate principal amount of the Proposed Utilized Commitments is [\_\_\_\_]].<sup>4</sup>

(v) The proceeds of the Proposed Borrowing shall be deposited in the following accounts:

<u>Bank and Account No.</u>	<u>Account Name</u>	<u>Amount to be Disbursed</u> <u>(indicate Dollars or</u> <u>Euros)</u> <sup>5</sup>
[ ]	[ ]	[ ]

(vi) [Attached hereto as Annex A is evidence of the Earmarked Foreign Exchange Arrangements referred to in clause (iv) above.]

In connection with the Proposed Borrowing, the Borrower hereby certifies as follows:

(i) As of the Proposed Borrowing Date, all conditions and requirements under the Construction Contract required to be satisfied on such Proposed Borrowing Date have been satisfied, other than those that are not materially adverse to the Lenders.

(ii) Both on the date hereof and as of the Proposed Borrowing Date, the representations and warranties made by each Credit Party in or pursuant to the Credit Documents

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(...continued)

<sup>2</sup> The drawing of the Hermes Premium is available as provided in Section 2.02 of the Credit Agreement and, in any event, should be paid to Hermes in accordance with Section 5.15 of the Credit Agreement on or before the Initial Borrowing Date.

<sup>3</sup> The initial Interest Period for any Loan shall commence on the Proposed Borrowing Date of such Loan and each Interest Period occurring thereafter in respect of such Loan shall commence on the day on which the immediately preceding Interest Period applicable thereto expires and shall, if interest is payable at the Fixed Rate, be for a six month period or, if interest is payable at the Floating Rate, be for a three or six month period.

<sup>4</sup> Dollar Equivalent to be included if the Borrower has entered into Earmarked Foreign Exchange Arrangements.

<sup>5</sup> Euro disbursement only available if the Parent and/or the Borrower have not entered into Earmarked Foreign Exchange Arrangements.

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are true and correct in all material respects, on and as of such Proposed Borrowing Date as if made on and as of such Proposed Borrowing Date, unless stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

(iii) Both on the date hereof and as of the Proposed Borrowing Date after giving effect to the Proposed Borrowing, no Default or Event of Default is or will be continuing.

Very truly yours,

SEAHAWK TWO, LTD.

By: \_\_\_\_\_  
Name:  
Title:

---

Evidence of Earmarked Foreign Exchange Arrangements

[See attached.]

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[\*]

**1 Builders Risks Insurance**

**Assured:** [\*]

**Period:** [\*]

**Value:** [\*]

**Deductibles:**

[\*]

**2 Hull and Machinery (Marine Risks)**

**Assured:** Seahawk Two, Ltd., owner

[\*]

**Period:** [\*]

**Value:** [\*]

[\*]

**Deductibles:**

[\*]

**3 Increased Value and/or Disbursements and/or Freight Interest and/or Hull Interest (Marine risks).**

**Assured:** [\*]

**Period:** [\*]

**Amount:** [\*]

**4 War Risks, Hull and Machinery and Increased Value and/or Disbursements.**

**Assured:** [\*]

**Period:** [\*]

**Amount:** [\*]

**5 Protection and Indemnity Risks.**

**Assured/  
Member:** [\*]

**Period:** [\*]

**Limit:** [\*]

**CONDITIONS, [\*]**

[\*]

**Security: [\*]:**

**CONDITIONS, Hull and Machinery Marine Risks**

[\*]

**SECURITY: [\*]**

**CONDITIONS, Hull Interest and/or Freight Interest, Marine Risks.**

[\*]

[\*]

[\*]

**SECURITY: [\*]**

**CONDITIONS, War Risks etc. Hull and Machinery.**

[\*]

**SECURITY: [\*]**

**CONDITIONS: Protection and Indemnity Risks.**

[\*]

**SECURITY: [\*]**

**GENERAL COMMENTS.**

[\*]

**OPINION.**

[\*]

**Form of Exhibit B- 2**

*[Letterhead of Insurance Broker]*

To:

KFW IPEX-Bank GmbH, as Collateral Agent,  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany  
Attn: Claudia Wenzel

From:

*[Insert name of Insurance Broker]*

Date: [•], 20[•]

Dear Sirs,

1. This Certificate is delivered pursuant to Section 7.02 of the Credit Agreement dated as of [•] July 2014 and made between (amongst others) Seahawk Two, Ltd, as Borrower, NCL Corporation Ltd. (“**NCLC**”) as Parent, the Lender Creditors from time to time party thereto and KFW IPEX-Bank GmbH, as Facility Agent, Collateral Agent and CIRR Agent (as the same may be amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”).

Capitalized terms used and not otherwise defined in this Certificate shall have the meanings assigned to such terms in the Credit Agreement.

2. We hereby certify to you that, with respect to the Vessel, on and as of the date of this Certificate:
    - (i) the insurance cover referred to below is placed and maintained with such insurance companies and/or underwriters and/or clubs, in such amounts, against such risks, and in such form, as are customarily insured against by similarly situated insureds for the protection of the Facility Agent, the Collateral Agent, the CIRR Agent and/or the Lender Creditors as mortgagees of the Vessel; and
    - (ii) the insurance cover referred to in this Certificate conforms with the Required Insurances including (without limitation) hull and machinery, war risks, loss of hire (if applicable) and protection and indemnity insurance set forth in Schedule 9.03 of the Credit Agreement.
  3. The insurance cover referred to in paragraph 2(i) above comprises *[Insert description of the insurances maintained on the Vessel]*.
-

Yours truly,

For and on behalf of

*[Insert name of Insurance Broker]*

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Dated

[·] 2014

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**KFW IPEX-BANK GMBH**  
(as Facility Agent)

(1)

**KFW**  
(as CIRR Mandatary)

(2)

**THE BANKS AND INSTITUTIONS**  
listed in Appendix 2  
(as Lenders)

(3)

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**INTERACTION AGREEMENT**  
in relation to an Export Credit Facility Agreement  
dated [·] July 2014  
Hull No. [·] at Meyer Werft GmbH  
Papenburg, Germany

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 **NORTON ROSE**

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**THIS INTERACTION AGREEMENT** is made on [●] 2014 **BETWEEN:**

- (1) **KFW IPEX-BANK GMBH**, acting through its office at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany acting as facility agent (in that capacity the "**Facility Agent**" and "**CIRR Agent**"); and
- (2) **KFW**, acting through its office at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (the "**CIRR Mandatary**"); and
- (3) **THE BANKS AND INSTITUTIONS** listed in Appendix 2 (the "**Lenders**" and any one of them a "**Lender**").

**WHEREAS** this Interaction Agreement (the "**Agreement**") is supplemental to:

- (A) a credit agreement dated [-] July 2014 relating to the financing of provisional hull number [\*] at Meyer Werft GmbH, Papenburg, Germany made between (among others) (a) the Borrower, (b) the Parent, (c) the Lenders, (d) the Facility Agent, (e) the CIRR Agent, (f) the Collateral Agent and (g) the Hermes Agent pursuant to which the Lenders will make available to the Borrower a multi-draw term loan credit facility in an aggregate principal amount of up to €665,995,880 (the "**Loans**") to finance in part the acquisition of provisional hull number [\*] at the yard of Meyer Werft GmbH and related fees (the "**Credit Agreement**");
- (B) the refinancing agreements dated the date hereof relating to the Commitments of the Lenders entered into between CIRR Mandatary and each Bank (as defined below) in the forms attached as Appendix 1 hereto (each a "**Refinancing Agreement**" and together the "**Refinancing Agreements**");
- (C) the CIRR General Terms and Conditions as set out in Annex 3 to each Refinancing Agreement; and
- (D) the Hermes Cover.

**1 Definitions and interpretation**

- 1.1 Terms used in the Credit Agreement have the same meaning in this Agreement unless otherwise defined herein.
- 1.2 The following terms have the following meanings when used in this Agreement:

"**Bank**" refers to each Lender except KfW IPEX-Bank GmbH both in its capacity as a Lender under the Credit Agreement and as the Bank under the relevant Refinancing Agreement.

"**KfW Rate**" means the interest rate payable to the CIRR Mandatary under the Refinancing Agreements.

"**Lender**" refers to a party both in its capacity as Lender under the Credit Agreement and as a Bank under a Refinancing Agreement.

"**Refinancing Loan**" means the loan made by the CIRR Mandatary to a Bank pursuant to the Refinancing Agreement to which that Bank is a party.

1.3 In this Agreement:

1.3.1 words denoting the plural number include the singular and vice versa;

1.3.2 words denoting persons include corporations, partnerships, associations of persons (whether incorporated or not) or governmental or quasigovernmental bodies or authorities and vice versa;

1.3.3 references to Recitals, Clauses, Sections and Appendices are references to recitals, clauses of, sections to and appendices to this Agreement;

1.3.4 references to this Agreement include the Recitals and the Appendices;

1.3.5 the headings and contents page(s) are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Agreement;

1.3.6 references to any document (including, without limitation, to all or any of the Credit Documents) are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time;

1.3.7 references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted;

1.3.8 references to any Lender, Bank or Secured Creditor include its successors, permitted transferees and permitted assignees; and

1.3.9 references to times of day are to Frankfurt am Main time;

1.4 This Agreement operates to amend and supplement the Refinancing Agreement in accordance with its terms and in the event of any inconsistency between (i) the terms of the Refinancing Agreement and the CIRR General Terms and Conditions incorporated therein and (ii) this Agreement, the terms of this Agreement will prevail.

**2 K f W IPEX-Bank GmbH as agent**

2.1 The CIRR Mandatary and all Banks agree that the Facility Agent will act as the agent of the Banks for the purposes of all Refinancing Agreements in relation to the following matters:

- 2.1.1 confirmation to the CIRR Mandatary of the fulfilment of conditions precedent in relation to the delivery of a Drawdown Notice, under section 5.1 of each Refinancing Agreement;
  - 2.1.2 making disclosures to the CIRR Mandatary of circumstances pertaining to the Loans, its proper repayment or collateralisation available on a regular basis as required under section 9.1 of each Refinancing Agreement. The Facility Agent will however only disclose such information that is available to it;
  - 2.1.3 notification of all amendments and addenda to the Credit Agreement under section 9.2 of each Refinancing Agreement;  
and
  - 2.1.4 immediately to report if, by the conclusion of each Refinancing Agreement, there are material changes or additions to the information given at the time of the application for an interest make-up commitment as required under section 9.1 of the CIRR General Terms and Conditions.
- 2.2 The CIRR Mandatary agrees to accept performance by the Facility Agent as the agent and assistant of the Banks, as applicable according to Clause 2.1 above, as aforesaid to the CIRR Mandatary as full performance of all Banks' obligations under the relevant sections of the Refinancing Agreements.
- 2.3 The Facility Agent further agrees to act as agent or assistant of each Bank, as applicable according to Clause 2.1 above, in its capacity as the Facility Agent, to notify the Parent and the Borrower of the conclusion of each Refinancing Agreement with the CIRR Mandatary.
- 2.4 The Banks, the CIRR Mandatary and the Facility Agent agree in relation to section 4.2 of each Refinancing Agreement that the Facility Agent has been appointed as the Facility Agent on behalf of all Banks and in such capacity will discharge the responsibilities of all Banks under section 4.2 of each Refinancing Agreement and further agree that the Facility Agent will discharge those responsibilities for itself and all Banks if it acts in accordance

with the customary standards and duties of facility agents in high value syndicated loan transactions.

### **3 Advance, interest, repayment, prepayment, disbursement and netting**

- 3.1 The parties to this Agreement agree that the loan as funded by the relevant Refinancing Agreement will be advanced by the Facility Agent to the Borrower in accordance with section 2 of the Credit Agreement.
- 3.2 The CIRR Mandatary and each Lender agree that the distribution by the Facility Agent to the Lenders of payments of interest on the Loan by the Borrower and payments of interest on its Refinancing Loan by each Lender will be made on a net basis so that on each date for the payment of interest under the Credit Agreement the following payments will be made in discharge of the said payment obligations:
  - 3.2.1 the Borrower will pay to the Facility Agent for the account of the Lenders an amount equal to the interest due on the outstanding Loan;
  - 3.2.2 the Facility Agent will distribute to the Lenders according to their respective pro rata shares out of the payment received from the Borrower an amount equal to (a) where interest on the Loan is payable at the Fixed Rate, the Fixed Rate Margin plus the administrative margin of 20bps plus Mandatory Costs (if any) then payable on the outstanding Loan or (b) where interest on the Loan is payable at the Floating Rate, the Floating Rate Margin plus Mandatory Costs (if any) then payable on the outstanding Loan, in each case, minus the sum of the refinancing mark-up and the KfW margin set out in sections 2.2.11 and 2.2.12 of each Refinancing Agreement; and
  - 3.2.3 the Facility Agent will pay to the CIRR Mandatary out of the payment received from the Borrower an amount equal to interest at the KfW Rate then payable on the Refinancing Loans.
- 3.3 The Facility Agent agrees to pay to the CIRR Mandatary on behalf of each Lender all amounts received by the Facility Agent in respect of repayments of principal of the Loan, on the due date for payment to the CIRR Mandatary of repayments of the Refinancing Loans under the Refinancing Agreements and the Lenders irrevocably authorize the Facility Agent to make such payments. The Facility Agent agrees to provide notice to each Lender upon each payment to the CIRR Mandatary under this Clause 3.3. The Facility Agent agrees to provide notice to each Lender upon each payment to the CIRR Mandatary under this Clause 3.3.

- 3.4 The parties hereto agree that any disbursements under the Refinancing Agreements will be made directly from the CIRR Mandatary to the Facility Agent for the purpose of disbursement to the Borrower, to the Yard or to Hermes, as applicable.
- 3.5 The Facility Agent agrees to pay to the CIRR Mandatary on behalf of each Lender all amounts received by the Facility Agent in respect of the Commitment Commission or other fees according to sections 2.09, 2.10, 3, 4.04, 14.01 and 14.05 of the Credit Agreement and section 6.4 of the relevant Refinancing Agreement.

#### 4 Miscellaneous

- 4.1 No party may assign its rights under this Agreement other than together with an assignment of its rights under and in accordance with the Credit Agreement.
- 4.2 All Banks agree that KfW IPEX-Bank GmbH shall be released from the restrictions of § 181 BGB (*Bürgerliches Gesetzbuch; German Civil Code*) in respect of this Agreement.
- 4.3 The parties agree that should at any time, any provisions of this Agreement be or become void (*nichtig*), invalid or due to any reason ineffective (*unwirksam*) this will indisputably (*unwiderlegbar*) not affect the validity or effectiveness of the remaining provisions and this Agreement will remain valid and effective, save for the void, invalid or ineffective provisions, without any party having to argue (*darlegen*) and prove (*beweisen*) the parties' intent to uphold this Agreement even without the void, invalid or ineffective provisions. The void, invalid or ineffective provisions shall be deemed replaced by such valid and effective provisions that in legal and economic terms comes closest to what the parties intended or would have intended in accordance with the purpose of this Agreement if they had considered the point at the time of conclusion of this Agreement.
- 4.4 No failure to exercise, nor any delay in exercising, on the part of any party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 4.5 Every notice, request, demand or other communication under this Agreement shall:
- 4.5.1 be in writing delivered personally or by first-class prepaid letter (airmail if available) or facsimile (confirmed in the case of facsimile by first-class prepaid letter sent within twenty-four (24) hours of despatch of the facsimile but so that the non-receipt of such confirmation shall not affect in any way the validity of the facsimile in question);

4.5.2 be deemed to have been received, subject as otherwise provided in this Agreement, if delivered personally, when delivered or in the case of a first class prepaid letter, five (5) Business Days after it has been put in the post, in the case of a facsimile at the time of despatch with electronic or other confirmation of receipt (provided that if the date of despatch is not a business day in the country of the addressee, it shall be deemed to have been received at the opening of business on the next such business day) or if by electronic mail in accordance with Clause 4.6; and

4.5.3 be sent:

(a) if to be sent to the Facility Agent, at:

KfW IPEX-Bank GmbH  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attn: Claudia Wenzel  
Tel No: (49) 69 7431 2625  
Fax No: (49) 69 7431 3768

(b) if to be sent to a Bank, to it at its address and facsimile number set forth in Appendix 2;

(c) if to be sent to the CIRR Mandatary, at:

KfW IPEX-Bank GmbH  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attn: Markus Kristen and Anja Demisch  
Tel No: (49) 69 7431 4687 / 3621,  
Fax No: (49) 69 7431 2944

or to such other address and facsimile number as is notified by one party to the other parties under this Agreement by not less than five (5) Business Days' written notice.

4.6 Any:

- 4.6.1 communication to be made in connection with this Agreement may be made by electronic mail or other electronic means, if the relevant parties: (a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication; (b) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and (c) notify each other of any change to their address or any other such information supplied by them; and
- 4.6.2 electronic communication made between any parties hereunder will be effective only when actually received in readable form and acknowledged by the recipient (it being understood that any system generated responses do not constitute an acknowledgement) and only if it is addressed in such a manner as the recipient shall specify for this purpose.

**5 Counterparts and governing law**

- 5.1 This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 5.2 This Agreement and all claims arising in connection with it are governed by, and are to be construed in accordance with, the laws of the Federal Republic of Germany.
- 5.3 The courts of Frankfurt am Main shall have jurisdiction in respect to all disputes out of or relating to this Agreement.

**IN WITNESS** of which the parties to this Agreement have executed this Agreement the day and year first before written.

**SIGNED by** )  
)  
duly authorised for and on behalf of )  
**KFW IPEX-BANK GMBH** )  
(as the Facility Agent) )  
in the presence of: )

**SIGNED by** )  
)  
duly authorised for and on behalf of )  
**KFW** )  
(as the CIRR Mandatary) )  
in the presence of: )

**SIGNED by** )  
)  
duly authorised for and on behalf of )  
**KFW IPEX-BANK GMBH** )  
(as Lender) )  
in the presence of: )

**SIGNED by** )  
)  
duly authorised for and on behalf of )  
**[●]** )  
(as Lender) )  
in the presence of: )

**Appendix 1**

**Forms of Refinancing Agreement**

Appendix 2

The Lenders

[*]	[*]
[*]	[*]

SECRETARY'S CERTIFICATE OF  
CREDIT PARTIES

July \_\_, 2014

The undersigned Secretary of each of the entities listed on Schedule I hereto (each, a "Credit Party") does hereby certify the following to KfW IPEX-Bank GmbH ("KfW IPEX"), as Facility Agent in connection with the Credit Agreement, dated as of July 14, 2014, among NCL Corporation Ltd., Seahawk Two, Ltd., as Borrower, the Lenders from time to time party thereto, KfW IPEX-BANK GmbH, as Facility Agent, Collateral Agent, CIRRAgent, Bookrunner and Hermes Agent and the other parties thereto (as the same may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used in this certificate shall have the meanings assigned to them in the Credit Agreement, unless otherwise defined in this certificate.

1. Attached hereto as Exhibit A is a true and complete copy of minutes or resolutions duly adopted by the board of directors (or equivalent) of each Credit Party authorizing, among other things, the execution, delivery and performance of the Credit Documents to which such Credit Party is a party, and such minutes or resolutions (or equivalent) have not since their adoption been in any way modified, rescinded, revoked or amended in whole or in part, in any respect, and are in full force and effect on the date hereof.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the certificate of incorporation and by-laws or equivalent organizational documents of each Credit Party, each of which is as of the date hereof in full force and effect.

3. The persons whose names appear on Exhibit C hereto are, as of the date hereof, duly elected or appointed, as applicable, qualified, and acting officers or directors of each Credit Party, holding the offices or directorships set forth beside their names, and are authorized to execute and deliver the Credit Documents on behalf of such Credit Party, and the signature appearing next to each name is the genuine signature of such officer or director.

4. On the date hereof, the representations and warranties contained in the Credit Agreement and in the other Credit Documents are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof, both before and after giving effect to the incurrence of Loans on the date hereof and the application of the proceeds thereof, unless stated to relate to a specific earlier date, in which case such representations and warranties were true and correct in all material respects as of such earlier date.

5. On the date hereof, no Default or Event of Default has occurred and is continuing or would result from the Borrowing to occur on the date hereof or from the application of the proceeds thereof.

6. There is no proceeding for the dissolution or liquidation of any Credit Party or threatening any Credit Party's existence.

---

IN WITNESS WHEREOF, each of the Credit Parties has caused this Secretary's Certificate to be executed and delivered by its duly authorized representative as of the date first set forth above.

**NCL CORPORATION LTD.**

By: \_\_\_\_\_  
Name: Madeleine Evans  
Title: Secretary

**NCL INTERNATIONAL, LTD.  
SEAHAWK TWO, LTD.**

By: \_\_\_\_\_  
Name: Daniel S. Farkas  
Title: Secretary

---

I, Kevin M. Sheehan, President and Chief Executive Officer of NCL Corporation Ltd., NCL International, Ltd. and Seahawk Two, Ltd. hereby certify that Madeleine Evans is the duly elected or appointed, as applicable, and qualified Secretary of NCL Corporation Ltd. and that the signature appearing above is her genuine signature, and that Daniel S. Farkas is the duly elected or appointed, as applicable, and qualified Secretary of NCL International, Ltd. and Seahawk Two, Ltd. and that the signature appearing above is his genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name as of the date first set forth above.

---

Name: Kevin M. Sheehan  
Title: President and Chief Executive Officer

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**Schedule I**

**Credit Parties**

NCL Corporation Ltd.  
NCL International, Ltd.  
Seahawk Two, Ltd.

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**Exhibit A**

**Resolutions**

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**Exhibit B**

**Organizational Documents**

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**Exhibit C**

**Incumbency**

**NCL Corporation Ltd.**

Madeleine Evans	Secretary	_____
Kevin M. Sheehan	President Chief Executive Officer	_____
Wendy Beck	Executive Vice President Chief Financial Officer	_____

**NCL International, Ltd.  
Seahawk Two, Ltd.**

Daniel S. Farkas	Senior Vice President General Counsel Secretary	_____
Kevin M. Sheehan	President Chief Executive Officer	_____
Wendy Beck	Executive Vice President Chief Financial Officer	_____

---

**Form Of Transfer Certificate**

To: [ ] as Facility Agent and [ ] as Hermes Agent

From: [*The Existing Lender*] (the "**Existing Lender**") and [*The New Lender*] (the "**New Lender**")

Dated:

**Seahawk Two, Ltd. – €665,995,880 Credit Agreement  
dated [-] 2014 (the "Credit Agreement")**

1. We refer to the Credit Agreement. This agreement (the "**Agreement**") shall take effect as a Transfer Certificate for the purpose of the Credit Agreement. Terms defined in the Credit Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
2. We refer to Section 13.06 (*Procedure and Conditions for Transfer*) of the Credit Agreement:
  - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation all or part of the Existing Lender's Commitment, rights and obligations referred to in the Schedule attached hereto in accordance with Section 13.06 (*Procedure and Conditions for Transfer*).
  - (b) The proposed date of transfer is [ ].
  - (c) The Notice Office and address, fax number and attention details for notices of the New Lender for the purposes of Section 14.03 (*Notices*) are set out in the Schedule attached hereto.
3. On the date of the transfer the New Lender becomes:
  - (a) Party to the relevant Credit Documents (other than the Security Trust Deed) as a Lender; and
  - (b) Party to the Security Trust Deed as a Secured Creditor[.];[; and]
  - (c) [Party to the Interaction Agreement.]<sup>1</sup>
4. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Section 13.04 (*Limitation of responsibility of Existing Lenders*).

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<sup>1</sup> Applicable to any New Lender that elects to become a Refinanced Bank.

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5. We refer to Clause 8.2 (*Changes of Secured Creditor*) of the Security Trust Deed
  - (a) In consideration of the New Lender being accepted as a Secured Creditor for the purposes of the Security Trust Deed (and as defined therein), the New Lender confirms that, as from the date of the transfer, it intends to be party to the Security Trust Deed as a Secured Creditor, and undertakes to perform all the obligations expressed in the Security Trust Deed to be assumed by a Secured Creditor and agrees that it shall be bound by all the provisions of the Security Trust Deed, as if it had been an original party to the Security Trust Deed.
6. We refer to Section 13.01(c) (*Assignments and Transfers by the Lenders*) of the Credit Agreement. Each New Lender, by executing this Assignment, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the Required Lenders in accordance with the Credit Agreement on or prior to the date on which the transfer becomes effective in accordance the Credit Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
7. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
8. This Agreement takes effect as a deed.
9. This Agreement has been entered into on the date stated at the beginning of this Agreement.
10. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with English law.

**Note:** The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Collateral in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Collateral in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

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**THE SCHEDULE**

**Commitment/rights and obligations to be transferred**

*[insert relevant details]*

*[Notice Office address, fax number and attention details for notices and account details for payments]*

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SIGNATORIES

[Existing Lender]

Executed as a deed by *[name of Existing Lender]*,  
acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

[New Lender] Executed as a deed by *[name of  
New Lender]*, acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

This Agreement is accepted as a Transfer Certificate for the purposes of the Credit Agreement by the Facility Agent and by the Hermes Agent, and the date of the transfer is confirmed as [ ].

---

Signature of this Agreement by the Facility Agent constitutes confirmation by the Facility Agent of receipt of notice of the transfer referred to in this Agreement, which notice the Facility Agent receives on behalf of each Lender Creditor.

[Facility Agent]

Executed as a deed by *[Facility Agent]*, acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

[Hermes Agent]

Executed as a deed by *[Hermes Agent]*, acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

[NCL Corporation Ltd.]<sup>2</sup>

[Signed as a deed by **NCL Corporation Ltd.**, a company incorporated in Bermuda, by *[full name(s) of person(s) signing]*, being [a] person[s] who, in accordance with the laws of that territory, [is][are] acting under the authority of the company.

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<sup>2</sup> To be signed by the Company only if the transfer is pursuant to section 13.01(a)(ii)

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*Signature(s)*

Authorised [signatory] [signatories]]

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**SHARE CHARGE**

relating to shares in

**SEAHAWK TWO, LTD.**

Dated 2014

(1) NCL INTERNATIONAL, LTD.

(2) KFW IPEX-BANK GMBH

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## Share Charge

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**DATE** 2014

### **PARTIES**

- (1) NCL INTERNATIONAL, LTD., a company organised and existing under the laws of Bermuda, having its registered office at Cumberland House, 1 Victoria Street, Hamilton HM 11 (the "Chargor"); and
- (2) KFW IPEX-BANK GMBH, a company incorporated under the laws of Germany whose business address is at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, as collateral agent for the Secured Creditors (as defined below) (the "Collateral Agent").

### **INTRODUCTION**

- (A) By a credit agreement dated [ ] 2014 (as may be modified, supplemented, novated or amended from time to time the "Credit Agreement") and made between, among others, (i) the Borrower (as defined below), (ii) various parties defined therein as lenders (the "Lenders") and (iii) the Collateral Agent, the Lenders agreed, among other things, to make available to the Borrower, upon the terms and conditions set forth therein, a multi-draw term loan credit facility of up to €665,995,880 (the "Facility").
- (B) By one or more Interest Rate Protection Agreements or Other Hedging Agreements (each as defined in the Credit Agreement) entered into from time to time and by, among others, the Borrower and/or NCL Corporation Ltd. and one or more Lenders or any affiliate thereof, the financial institutions party to such agreements shall have provided interest rate, foreign exchange or other derivative arrangements to the Borrower and/or NCL Corporation Ltd..
- (C) At the date of this Charge, 12,000 ordinary shares of the Borrower are legally and beneficially owned by the Chargor (the "Issued Shares").
- (D) It is one of the conditions precedent to the Lenders advancing or continuing to advance the Facility, or any part thereof, to the Borrower under the Credit Agreement that the Chargor enters into this Charge.

**DEFINITIONS**

(1) In this Charge, unless contrary to or inconsistent with the context:

Borrower	means Seahawk Two, Ltd., a company incorporated and existing under the laws of Bermuda;
Dollar and US\$	means the lawful currency of the United States of America;
Event of Default	means any event specified as such in section 11 of the Credit Agreement;
Lender Creditors	means the Lenders and each Agent under the Credit Agreement;
Lien	means a charge, mortgage, hypothecation, title retention, pledge, lien, security interest or other encumbrance, whether fixed or floating and howsoever created or arising;
Other Creditors	means any Lender or any affiliate thereof and their successors, transferees and assignees if any (even if such Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender's or affiliate's successors, transferees and assignees, with which the Parent and/or the Borrower enters into any Interest Rate Protection Agreements or Other Hedging Agreements from time to time;
Secured Creditors	means collectively (i) the Lender Creditors and (ii) the Other Creditors;
Secured Obligations	has the meaning ascribed thereto in the Credit Agreement
Security Assets	has the meaning set out in clause 1(a);
Security Period	means the period commencing on the date of this Charge and ending on the date upon which the Collateral Agent has informed the Chargor that all the Secured Obligations have been irrevocably discharged in full; and

## Share Charge

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Shares means the Issued Shares and the Additional Shares (as defined in clause 1(a)(ii)).

### INTERPRETATION

- (2) In this Charge unless contrary to or inconsistent with the context:
- (a) capitalised terms used herein (and not otherwise defined herein) shall have the meaning ascribed thereto in the Credit Agreement;
  - (b) words (including, without limitation, defined terms) importing:
    - (i) the singular include the plural and vice versa; and
    - (ii) any gender includes all genders;
  - (c) a reference to a party or person includes a reference to that party or person and its successors, transferees, substitutes (including, but not limited to, any party or person taking by novation), executors, administrators and assignees;
  - (d) the word "person" includes an individual, any entity having separate legal personality under the laws governing its formation, partnerships and trusts (whether or not having separate legal personality), companies, corporations, unincorporated organisations and any government, department or agency thereof;
  - (e) a reference to any thing or any matter (including, but not limited to, the Secured Obligations, any other amount and the Security Assets) is a reference to the whole and any part of it;
  - (f) a reference to this Charge, or any other document includes any variation, novation or replacement of or supplement to any of them from time to time;
  - (g) a reference to a clause or Schedule means a reference to a clause or Schedule of this Charge;
-

## Share Charge

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- (h) where any clause contains sub-clauses, paragraphs or sub-paragraphs, each sub-clause, paragraph and sub-paragraph however called may be read and construed separately and independently of each other;
- (i) a reference (whether specific or general) to a statute or to any other legislation includes any code, ordinance or other law, and any regulation, rule or bye-law or other instrument made under it, and all official directives (if any) and all amendments, consolidations, re-enactments or substitutions of any of them from time to time;
- (j) a reference to a document includes any deed, agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (k) "writing" and related expressions includes all means of reproducing words in a tangible and permanently visible form;
- (l) any agreement, undertaking, acknowledgment, condition or other term that is made or given by the Chargor is deemed to be a covenant in favour of and for the benefit of the Lender;
- (m) headings are inserted for guidance only and do not affect the interpretation of this Charge; and
- (n) an Event of Default is "subsisting" until it has been waived in writing by, or remedied to the satisfaction of, the Collateral Agent.

### OPERATIVE PROVISIONS

#### 1. Charge

As a continuing security for the Secured Obligations, the Chargor, as legal and beneficial owner, hereby:

- (a) charges and agrees to charge in favour of the Collateral Agent, all of its right, title and interest in and to the following property (collectively the "Security Assets") as a first fixed security for the Secured Obligations:
  - (i) the Issued Shares and any interest it has in the entries on the books of any financial intermediary pertaining to such Issued Shares, and all cash, warrants, rights,

## Share Charge

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instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect or in exchange for any or all of such Issued Shares;

- (ii) all additional shares of, and all securities convertible into and warrants, options and other rights to purchase or otherwise acquire, stock, shares or other securities of the Borrower acquired by it in any manner during the Security Period (which shares and securities shall be deemed to be part of the Shares) or any other rights and any interest in the entries on the books of any financial intermediary pertaining to such additional shares (all such shares, securities, warrants, options, rights, certificates, instruments and interests collectively being “Additional Shares”) and all cash, warrants, rights, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such Additional Shares;
  - (iii) all dividends or interest paid or payable by the Borrower after the date of and during the continuance of an Event of Default on all or any of the Shares; and
  - (iv) to the extent not covered by paragraphs (i) through (iii) above, all proceeds of any or all of the foregoing Security Assets. For the purposes of this Charge, the term “proceeds” includes whatever is receivable or received when the Security Assets or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary; and
- (b) undertakes to deposit forthwith with the Collateral Agent, and in such manner as the Collateral Agent may direct the following:
- (i) all share certificates in respect of the Issued Shares;
  - (ii) a duly executed undated share transfer form in respect of the Issued Shares in favour of the Collateral Agent or its nominee;
  - (iii) an undertaking from the Borrower to register transfers of the Shares to the Collateral Agent or its nominee (in the form set out in Schedule 1); and

## Share Charge

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- (iv) an irrevocable proxy from the Chargor to the Collateral Agent entitling the Collateral Agent to vote in respect of the Shares and exercise all other rights, powers and privileges and remedies to which a holder of shares would be entitled (in the form set out in Schedule 2); and
- (c) undertakes to deliver, or cause to be delivered, to the Collateral Agent promptly following the issue of any Additional Shares held by the Chargor at any time after the date hereof, the items listed in clauses 1(b)(i) and (ii) in respect of all such Additional Shares,

provided that, upon irrevocable payment in full in Dollars of the Secured Obligations, the Collateral Agent will, at the request and expense of the Chargor, release to the Chargor all the rights, title and interest of the Collateral Agent in or to the Security Assets.

### **2. Preservation of Security**

- 2.1 The security constituted by this Charge shall be continuing and not satisfied by an intermediate payment or satisfaction of the whole or any part of the Secured Obligations but shall secure the ultimate balance of the Secured Obligations. The security hereby given shall be in addition to any other Lien now or hereafter held by the Collateral Agent for all or any of the Secured Obligations, and the Collateral Agent's rights under this Charge shall not be postponed, lessened or otherwise prejudicially affected or merged in any other such security.
- 2.2 The obligations of the Chargor hereunder and the security constituted by this Charge shall not be affected by any act, omission or circumstances which but for this provision might operate to release or otherwise exonerate the Chargor from its obligations hereunder or affect such obligations including without limitation and whether or not known to either of the Chargor or the Collateral Agent:
  - (a) any time or indulgence granted to any person including the Borrower, or the Chargor;
  - (b) the variation, extension, compromise, renewal or release of, or refusal or neglect to perfect or enforce any terms of this Charge; and
  - (c) any irregularity, invalidity or unenforceability of any obligations of the Chargor under this Charge or any present or future law or order of any government authority (whether of right or in fact) purporting to reduce or otherwise affect any of such obligations under this

## Share Charge

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Charge which shall be construed accordingly as if there were no such irregularity, unenforceability, invalidity, law or order provided that any such construction shall not cause the Chargor to be in breach or contravention of any applicable law or order.

2.3 Where any discharge (whether in respect of this Charge or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise without limitation, the security constituted by this Charge and the liability of the Chargor under this Charge shall continue as if there had been no such discharge or arrangement.

### 3. Warranties and Undertakings

3.1 The Chargor hereby warrants and represents to the Collateral Agent that:

- (a) it is the legal and registered owner of the Issued Shares and, if and when acquired, the Additional Shares and it has not transferred, assigned, charged or in any way encumbered the whole or any part of the Security Assets;
- (b) the Issued Shares constitute all of the issued and outstanding shares in the share capital of the Borrower at the date of this Charge;
- (c) the Issued Shares have been duly authorised, validly issued and are fully paid and non-assessable;
- (d) neither the Chargor nor the Borrower has granted any options or other rights of any nature in respect of the Issued Shares, or any other shares in the share capital of the Borrower to any third party;
- (e) it is authorised in every respect to make this Charge and its obligations hereunder constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; and
- (f) this Charge, when duly registered, will create a valid security interest in the Security Assets securing the payment of the Secured Obligations and, following execution of this Charge, all filings and other actions necessary or reasonably desirable to perfect such security interest will be duly made or taken.

## Share Charge

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- 3.2 The Chargor hereby undertakes to the Collateral Agent that during the Security Period:
- (a) it will remain the legal and registered owner of the Issued Shares and, if and when acquired, the Additional Shares and will not transfer, assign, charge or otherwise encumber hereafter, the whole or any part of the Security Assets to anyone other than the Collateral Agent, unless with the prior written approval of the Collateral Agent, which approval may be arbitrarily withheld unless (i) such transfer does not violate the terms of the Security Documents and (ii) any such transferee charges the Security Assets pursuant to an agreement which, in the opinion of the Collateral Agent, grants security to the Collateral Agent equivalent to this Charge; and
  - (b) it shall exercise its powers as a Chargor of the Borrower to procure that the Borrower will not issue new shares or classes of shares or register the transfer of shares without the prior written approval of the Collateral Agent.
- 3.3 Upon the Collateral Agent being satisfied that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and following a written request therefor from the Chargor, the Collateral Agent will, subject to being indemnified to its reasonable satisfaction for the costs and expenses incurred by the Collateral Agent in connection therewith, release the security constituted by this Charge and forthwith return to the Chargor any and all share certificates representing the Security Assets.

#### 4. Registration

The Chargor hereby authorises the Collateral Agent at any time after the occurrence and during the continuance of an Event of Default to arrange for the Security Assets to be registered (if required by the Collateral Agent to perfect or ensure the priority of the Collateral Agent's security therein) and (under the powers of realisation herein conferred) to transfer or cause the Security Assets to be transferred to and registered in the name of the Collateral Agent or in the name of any purchasers or transferees from, or nominees of, the Collateral Agent and the Chargor undertakes from time to time to execute and sign all transfers, powers of attorney and other documents which the Collateral Agent may reasonably require for perfecting its title to any of the Security Assets or for vesting the

## Share Charge

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same in its title to any of the Security Assets or for vesting the same in it or in its nominees or in any purchasers or transferees of or from it.

### 5. Powers

The Collateral Agent may on notice to the Chargor at any time after the occurrence and during the continuance of an Event of Default exercise at its discretion (in the name of any Chargor or otherwise) and without any further consent or authority on the part of the Chargor in respect of any of the Security Assets, any voting rights and any powers or rights which may be exercised by the Collateral Agent or by the person or persons in whose name or names the Security Assets are registered or who is the holder thereof under the terms thereof or otherwise including, but without limitation, all the powers given to trustees under the laws of Bermuda in respect of securities or property subject to a trust; provided that upon the taking of any such action the Collateral Agent will immediately give notice to the Chargor and that in the absence of any such notice, the Chargor may and shall continue to exercise any and all rights with respect to the Security Assets, subject always to the terms hereof.

### 6. Voting of Shares

The Collateral Agent hereby acknowledges that until an Event of Default shall have occurred and be continuing, the Chargor shall be entitled to (a) vote or cause to be voted any and all of the Security Assets and (b) give or cause to be given consents, waivers and ratifications in respect thereof, provided, however, that no vote shall be cast or consent, waiver or ratification given or taken which would be inconsistent with any of the provisions of this Charge or would jeopardise the exercise by the Collateral Agent of its rights under this Charge. All such rights of the Chargor to vote or cause to be voted and to give or cause to be given consents, waivers and ratifications shall cease automatically, where an Event of Default occurs and is continuing.

### 7. Enforcement of Security

Upon, at any time after the occurrence of, and during the continuance of an Event of Default the Collateral Agent shall be entitled to put into force and exercise immediately, without further notice to the Chargor (without prejudice to the notice of default under section 11 of the Credit Agreement),

## Share Charge

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as and when it may see fit, any and every power possessed by it by virtue of this Charge and, in particular (without prejudice to the generality of the foregoing):

- (a) may solely and exclusively exercise all voting and/or consensual powers pertaining to the Security Assets or any part thereof and may exercise such powers in such manner as the Collateral Agent may think fit;
- (b) may remove the then existing directors and officers (with or without cause) by dating and presenting the undated, signed letters of resignation delivered pursuant to this Charge;
- (c) may receive and retain all dividends, interest or other monies or assets accruing on or in respect of the Security Assets or any part thereof, such dividends, interest or other monies or assets to be held by the Collateral Agent, until applied in the manner described in clause 7(g), as additional security charged under and subject to the terms of this Charge and any such dividends, interest or other monies or assets received by the Chargor after such time shall be held in trust by the Chargor for the Collateral Agent and paid or transferred to the Collateral Agent on demand;
- (d) may sell, transfer, grant options over or otherwise dispose of the Security Assets or any part thereof at such place and in such manner and at such price or prices as the Collateral Agent may deem fit subject to and in accordance with the prior authorisation and consent of the Bermuda Monetary Authority in so far as the sale, transfer, grant or option or disposal concern the Shares, and thereupon the Collateral Agent shall have the right to deliver, assign and transfer in accordance therewith the Security Assets so sold, transferred, granted options over or otherwise disposed of;
- (e) the Collateral Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Charge or to make any claim or to take any action to collect any monies assigned by this Charge or to enforce any rights or benefits assigned to the Collateral Agent by this Charge or to which the Collateral Agent may at any time be entitled hereunder;
- (f) upon any sale of the Security Assets or any part thereof by the Collateral Agent the purchaser shall not be bound to see or enquire whether the Collateral Agent's power of sale

## Share Charge

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has become exercisable in the manner provided in this Charge and the sale shall be deemed to be within the power of the Collateral Agent, and the receipt of the Collateral Agent for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor provided that the purchaser purchases the Security Assets in an arm's-length transaction;

- (g) all monies received by the Collateral Agent pursuant to this Charge shall be held by it upon trust and shall be applied by it in accordance with section 4.05 of the Credit Agreement;
- (h) neither the Collateral Agent nor its agents, managers, officers, employees, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder in the absence of gross negligence or dishonesty;
- (i) the Collateral Agent shall not by reason of the taking of possession of the whole or any part of the Security Assets or any part thereof be liable to account as mortgagee-in-possession or for anything except actual receipts or be liable for any loss upon realisation or for any default of omission for which a mortgagee-in-possession might be liable; and
- (j) the powers provided in this Charge are cumulative with and not exclusive of powers provided by law or equity independently of this Charge.

### 8. Receiver

- 8.1 In addition to the powers conferred in this Charge, at any time after the security hereby created shall become enforceable, the Collateral Agent may appoint in writing a receiver or a receiver and manager (herein the "Receiver") of all or any part of the Security Assets and may remove the Receiver so appointed and appoint another in his stead and may from time to time fix the remuneration of the Receiver. The power to appoint a Receiver over all the Security Assets may be exercised whether or not a Receiver has already been appointed over part of it.
- 8.2 Subject to any specific limitations in the terms of appointment, a Receiver shall have the powers conferred on receivers by law or equity in addition to all the Collateral Agent's powers including, but not limited to, any one or more of the powers in clause 7 each of which is to be construed as if a reference to the Collateral Agent includes a reference to the Receiver.

## Share Charge

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8.3 Neither the Collateral Agent nor any of its agents, officers, employees, managers, delegates and advisers shall be responsible for misconduct or negligence on the part of the Receiver.

### 9. Procedure for Private Sale

Without prejudice to the generality of clause 7, in the event that the Collateral Agent determines in its discretion to sell the Security Assets in one or more private sales:

- (a) the Collateral Agent may sell the Security Assets or any part thereof in one or more parcels;
- (b) the Collateral Agent may sell for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as the Collateral Agent may deem commercially reasonable;
- (c) the Collateral Agent may in its discretion establish a reserve price for the Security Assets or any part thereof;
- (d) the Collateral Agent shall not be obligated to make any sale regardless of any offer to sell which the Collateral Agent may have made;
- (e) the Collateral Agent may postpone or cancel the sale, modify the terms and conditions of the sale, withdraw Security Assets from the sale at any time, including by announcement at the time and place fixed for the sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned;
- (f) the Chargor unconditionally waives any claims against the Collateral Agent arising by reason of the fact that the price of which any Security Assets may have been sold at such a private sale was less than the price which might have been attained at a public sale, even if the Collateral Agent accepts the first offer received and does not offer such Security Assets to more than one offeree provided that the purchaser purchases the Security Assets for value in an arms-length transaction; and
- (g) the Chargor unconditionally agrees that the Collateral Agent may acquire the Security Assets or sell them to an affiliate subject to and in accordance with the prior authorisation and consent of the Bermuda Monetary Authority in so far as the sale, transfer, grant or option or disposal concern the Shares.

## Share Charge

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### 10. Indemnities

10.1 The Chargor will indemnify and save harmless the Collateral Agent and each agent or attorney appointed under or pursuant to this Charge from and against any and all expenses, claims, liabilities, losses, taxes, costs, duties, fees and charges suffered, incurred or made by the Collateral Agent or such agent or attorney (the "Liabilities"):

- (a) in the exercise or purported exercise of any rights, powers or discretions vested in them pursuant to this Charge;
- (b) in the preservation or enforcement of the Collateral Agent's rights under this Charge or the priority thereof; or
- (c) on the release of any part of the Security Assets from the security created by this Charge,

except where such Liabilities shall be found by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Collateral Agent or such agent or attorney, and the Collateral Agent or such agent or attorney may retain and pay all sums in respect of the same out of money received under the powers conferred by this Charge. All amounts recoverable by the Collateral Agent or such agent or attorney or any of them shall be recoverable on a full indemnity basis.

10.2 If, under any applicable law or regulation, and whether pursuant to a judgment being made or registered against the Chargor or the bankruptcy or liquidation of the Chargor or for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the "Payment Currency") other than the currency in which such payment is due under or in connection with this Charge (the "Contractual Currency") then to the extent that the amount of such payment actually received by the Collateral Agent when converted into the Contractual Currency at the rate of exchange, falls short of the amount due under or in connection with this Charge, the Chargor, as a separate and independent obligation, shall indemnify and hold harmless the Collateral Agent against the amount of such shortfall. For the purposes of this clause 10.2 "rate of exchange" means the rate at which the Collateral Agent is able on or about the date of such payment to purchase the Contractual Currency with the Payment Currency and shall take into account any premium payable to third parties and other costs of exchange with respect thereto.

## Share Charge

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### 11. Expenses

The Chargor shall pay to the Collateral Agent on demand all costs, fees and expenses (including, but not limited to, legal fees and expenses) and taxes thereon incurred by the Collateral Agent or for which the Collateral Agent may become liable in connection with:

- (a) the negotiation, preparation and execution of this Charge;
- (b) the preserving or enforcing of, or attempting to preserve or enforce, any of the rights under this Charge or the priority hereof;
- (c) any variation of, or amendment or supplement to, any of the terms of this Charge; and/or
- (d) any consent or waiver required from the Collateral Agent in relation to this Charge,

and in any case referred to in clauses 11(c) and 11(d) regardless of whether the same is actually implemented, completed or granted, as the case may be.

### 12. Further Assurance

The Chargor further agrees that at any time and from time to time, upon the written request of the Collateral Agent, it will promptly and duly execute and deliver any and all such further instruments and documents as the Collateral Agent acting reasonably may deem necessary, desirable or appropriate for the purpose of obtaining the full benefit of this Charge and of the rights and powers herein granted.

### 13. Protection of Purchaser

No purchaser or other person dealing with the Collateral Agent or any Receiver or with its or his attorneys shall be concerned to enquire (a) whether any power exercised or purported to be exercised by it, him or them has become exercisable, (b) whether any money remains due on the security hereby created, (c) as to the propriety and regularity of any of its, his or their actions or (d) as to the application of any money paid to him, it or them. In the absence of *mala fides* on the part of such purchaser or other person, such dealings shall be deemed so far as regards the safety and protection of such purchaser or other person to be within the powers hereby conferred and to be valid accordingly.

**14. Delegation**

The Collateral Agent may at its expense at any time employ agents, managers, employees, advisers, attorneys and others on such terms as it sees fit for any of the purposes set out herein.

**15. Liability of Collateral Agent**

The Collateral Agent and any Receiver shall not be liable for any losses arising in connection with the exercise or purported exercise of any of their rights, powers and discretions in good faith hereunder.

**16. Release**

Under no circumstances shall the Collateral Agent be deemed to assume any responsibility for or obligation or duty, with respect to any part of all of the Security Assets or this Charge of any nature or kind or any matter or proceeding arising out of or related thereto but the same shall be at the Chargor's sole risk at all times. The Collateral Agent shall not be required to take any action of any kind to collect, preserve or protect its or any Chargor's rights in the Security Assets or against other parties thereto.

**17. Notice**

17.1 Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Charge will be in writing and will be effectively given and made if (a) delivered personally, (b) sent by prepaid courier service or mail or (c) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address set out below:

(i) if to the Chargor, to:

NCL International, Ltd.

Cumberland House

1 Victoria Street

Hamilton HM 11

Attention: Company Secretary

Fax: +441 292 7880

(ii) if to the Collateral Agent, to:

KfW IPEX-Bank GmbH

Palmengarten Str. 5-9

60325 Frankfurt am Main

Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel

Fax: +49 69 7431 3768

With a copy to:

Attention: Collateral Management, X4a3

Fax: +49 69 7431 1628

17.2 Any such communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a business day and the communication is so delivered, faxed or sent prior to 11.00a.m. (New York time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following business day. Any such communication sent by mail will be deemed to have been given and made and to have been received on the third business day following the mailing thereof; provided however that no such communication will be mailed during any actual or apprehended disruption of postal services. Any such communication given or made in any other manner will be deemed to have been given or made and to have been received only upon actual receipt.

17.3 Any party may from time to time change its address for notice in the same manner as set out above.

**18. Enurement**

## Share Charge

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This Charge shall be binding upon the Chargor and its administrators, successors, transferees and permitted assignees, and enure to the benefit of the Collateral Agent's executors, administrators, successors, transferees and permitted assignees.

### 19. Counterparts

This Charge may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Charge.

### 20. Governing Law

This Charge shall be governed by and construed in accordance with the laws of Bermuda.

### 21. Jurisdiction

- 21.1 The parties irrevocably agree that the courts of Bermuda are to have jurisdiction to settle any disputes which may arise out of or in connection with this Charge and that accordingly any suit, action or proceeding arising out of or in connection with this Charge (in this clause referred to as "Proceedings") may be brought in such courts.
- 21.2 Nothing contained in this clause shall limit the right of the Collateral Agent to take Proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.
- 21.3 The Chargor irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any Proceedings in any such court as is referred to in this clause any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in any such court as is referred to in this clause shall be conclusive and binding upon the Chargor and may be enforced in the courts of any other jurisdiction.

**Share Charge**

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**IN WITNESS WHEREOF** the parties hereto have caused this Charge to be duly executed with the intent that it shall constitute a deed under Bermuda law the day and year first above written.

**ATTESTATIONS**

Each attorney executing this Charge states that he or she has not notice of revocation or suspension of his or her power of attorney.

Signed as a deed by )  
on behalf of )  
NCL INTERNATIONAL, LTD. )  
pursuant to a power of attorney )  
dated [ ] 2014 ) \_\_\_\_\_  
Attorney-in-fact

Signed as a deed by )  
on behalf of )  
KFW IPEX-BANK GMBH ) \_\_\_\_\_  
Authorised Signatory )  
 ) \_\_\_\_\_  
Authorised Signatory )





Form of Assignment of Earnings and Insurances

**Dated**

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<b>Seahawk Two, Ltd.</b>	(1)
<b>KFW IPEX-BANK GMBH</b>	(2)

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**ASSIGNMENT OF EARNINGS AND  
INSURANCES relating to m.v. “   ”  
(ex hull [\*] at Meyer Werft)**

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 **NORTON ROSE FULBRIGHT** ‡

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**THIS DEED OF ASSIGNMENT** is dated [·] and made **BETWEEN**:

- (1) **Seahawk Two, Ltd.** a company incorporated in Bermuda whose registered office is at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (**Owner**); and
- (2) **KFW IPEX-BANK GMBH** a company incorporated in Germany whose registered office is at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (**Collateral Agent**).

**WHEREAS:**

- (A) by a credit agreement dated [·] 2014 (the **Credit Agreement**), and made between, inter alia, the Owner (therein referred to as **Borrower**), the Lenders (as defined therein) and the Collateral Agent the Lenders agreed (inter alia) to advance by way of loan to the Owner, upon the terms and conditions therein contained the sum of up to €665,995,880 (the **Loan**);
- (B) pursuant to the Credit Agreement there will be executed, on the Delivery Date (as defined in the Credit Agreement), in favour of the Collateral Agent a Bahamas ship mortgage (the **Mortgage**) on M.V. [·] (ex hull no. [\*] at Meyer Werft, Papenburg, Germany) (the **Ship**) and the Mortgage is to be registered in accordance with the laws of the Bahamas as security for the payment by the Owner of the Outstanding Indebtedness (as that expression is defined in the Mortgage); and
- (C) this Deed is supplemental to the Credit Agreement and the Mortgage and to the security thereby created and is the Assignment of Earnings and Insurances referred to in the Credit Agreement but shall nonetheless continue in full force and effect notwithstanding any discharge of the Mortgage.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED** as follows:

**1 Definitions**

**1.1 Defined expressions**

Words and expressions defined in the Credit Agreement or in the Mortgage shall, unless otherwise defined in this Deed, or the context otherwise requires, have the same meanings when used in this Deed.

**1.2 Definitions**

In this Deed, unless the context otherwise requires:

**Approved Brokers** means such firm of insurance brokers, appointed by the Owner, as may from time to time be approved in writing by the Collateral Agent for the purposes of this Deed;

**Assigned Property** means:

- (a) the Earnings;
- (b) the Insurances; and
- (c) any Compulsory Acquisition Compensation;

**Casualty Amount** means [\*] (or the equivalent in any other currency);

**Collateral Instruments** means notes, bills of exchange, certificates of deposit and other negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Owner or any other person liable and includes any

documents or instruments creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

**Compulsory Acquisition** means requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, forfeiture, or confiscation for any reason of the Ship by any Government Entity or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title;

**Compulsory Acquisition Compensation** means all moneys or other compensation whatsoever payable during the Security Period by reason of the Compulsory Acquisition of the Ship other than by requisition for hire;

**Credit Document Obligations** means, except to the extent consisting of obligations, liabilities or indebtedness with respect to any Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Owner or any other Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guarantee) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in the Credit Documents.

**Earnings** means all moneys whatsoever from time to time due or payable to the Owner during the Security Period arising out of the use or operation of the Ship including (but without limiting the generality of the foregoing) all freight, hire and passage moneys, income arising under pooling arrangements, compensation payable to the Owner in event of requisition of the Ship for hire, remuneration for salvage and towage services, demurrage and detention moneys, and damages for breach (or payments for variation or termination) or any charterparty or other contract for the employment of the Ship;

**Event of Default** means any of the events or circumstances described in Section 11 of the Credit Agreement;

**Expenses** means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Collateral Agent) of:

- (a) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including without limitation Taxes, repair costs, registration fees and insurance premiums) suffered, incurred or paid by the Collateral Agent in connection with the exercise of the powers referred to in or granted by the Credit Agreement, the Mortgage, this Deed or any other of the Security Documents or otherwise payable by the Owner in accordance with clause 8; and
- (b) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same were suffered, incurred or paid by the Collateral Agent until the date of receipt or recovery thereof (whether before or after judgment) at a rate per annum calculated in accordance with Section 2.06(b) and Section 2.06(c) of the Credit Agreement (as conclusively certified by the Collateral Agent);

**Government Entity** means and includes (whether having a distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of

the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant;

**Hedging Agreements** means (i) any Interest Rate Protection Agreement and (ii) any Other Hedging Agreements.

**Insurances** means all policies and contracts of insurance (which expression includes all entries of the Ship in a protection and indemnity or war risks association) which are from time to time during the Security Period in place or taken out or entered into by or for the benefit of the Owner (whether in the sole name of the Owner, or in the joint names of the Owner and the Collateral Agent or otherwise) in respect of the Ship and her Earnings or otherwise howsoever in connection with the Ship and all benefits thereof (including claims of whatsoever nature and return of premiums);

**Interest Rate Protection Agreement** means any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement.

**Lender Creditors** means the Agents and the Lenders.

**Loss Payable Clauses** means the provisions regulating the manner of payment of sums receivable under the Insurances which are to be incorporated in the relevant insurance documents, such provisions to be in the forms set out in schedule 1, or in such other forms as may from time to time be required or agreed in writing by the Collateral Agent;

**Collateral Agent** includes the successors in title and assignees of the Collateral Agent;

**Notice of Assignment of Insurances** means a notice of assignment in the form set out in schedule 2, or in such other form as may from time to time be required or agreed in writing by the Collateral Agent;

**Other Creditors** means each Lender or any affiliate thereof with which the Owner and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender's or affiliate's successors and assigns, if any.

**Other Hedging Agreements** means any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement and designed to protect against the fluctuations in currency or commodity values.

**Outstanding Indebtedness** means the aggregate of the Loan, amounts owing in respect of the Credit Document Obligations, Hedging Agreements and interest respectively accrued and accruing thereon, the Expenses and all other sums of money from time to time owing by the Owner to the Collateral Agent, whether actually or contingently, under the Security Documents or any of them; and

**Secured Creditors** means the Lender Creditors and the Other Creditors.

**Security Period** means the period commencing on the date hereof and terminating upon discharge of the security created by the Security Documents by payment of all moneys payable thereunder.

### **1.3 Headings**

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

### **1.4 Construction of certain terms**

In this Deed, unless the context otherwise requires:

- 1.4.1 references to clauses and schedules are to be construed as references to clauses of and schedules to this Deed and references to this Deed include its schedules;
- 1.4.2 references to (or to any specified provision of) this Deed or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended in accordance with the terms thereof, or, as the case may be, with the agreement of the relevant parties;
- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- 1.4.5 references to a “guarantee” include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and “guaranteed” shall be construed accordingly; and
- 1.4.6 references to statutory provisions shall be construed as references to those provisions as replaced or amended or re-enacted from time to time.

### **1.5 Conflict with Credit Agreement**

This Deed shall be read together with the Credit Agreement but in case of any conflict between the two instruments, the provisions of the Credit Agreement shall prevail.

### **1.6 Contracts (Rights of Third Parties) Act 1999**

No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

## **2 Assignment and application of funds**

### **2.1 Assignment**

By way of security for payment of the Outstanding Indebtedness the Owner with full title guarantee hereby assigns and agrees to assign to the Collateral Agent absolutely all its rights title and interest in and to the Assigned Property and all its benefits and interests present and future therein. Provided however that:

#### **2.1.1 Earnings**

the Earnings shall be at the disposal of the Owner until such time as an Event of Default shall occur and be continuing and the Collateral Agent shall direct to the contrary whereupon the Owner shall forthwith, and the Collateral Agent may at any time thereafter, instruct the persons from whom the Earnings are then payable to pay the same to the Collateral Agent;

### **2.1.2 Insurances**

unless and until an Event of Default shall occur and be continuing (whereupon all insurance recoveries shall be receivable by the Collateral Agent and applied in accordance with clause 2.3):

- (a) any moneys payable under the Insurances shall be payable in accordance with the terms of the relevant Loss Payable Clause and the Collateral Agent will not in the meantime give any notification to the contrary to the insurers as contemplated by the Loss Payable Clauses; and
- (b) any insurance moneys received by the Collateral Agent in respect of any major casualty (as specified in the relevant Loss Payable Clause) shall, unless prior to receipt or whilst such moneys are in the hands of the Collateral Agent there shall have occurred and be continuing an Event of Default (whereupon such insurance monies shall be applied in accordance with clause 2.3), be paid over to the Owner.

### **2.2 Notice**

The Owner hereby covenants and undertakes with the Collateral Agent that it will procure that the interest of the Collateral Agent in the Insurances shall be endorsed on the instruments of insurance from time to time issued in connection with such of the Insurances as are placed with the Approved Brokers by means of a Notice of Assignment of Insurances (signed by the Owner and by any other assured who shall have assigned its interest in the insurances to the Collateral Agent).

### **2.3 Application**

All moneys received by the Collateral Agent in respect of:

- 2.3.1 recovery under the Insurances (other than under any loss of earnings insurance and any such sum or sums as may have been received by the Collateral Agent in accordance with the relevant Loss Payable Clause in respect of a major casualty as therein defined and paid over to the Owner as provided in clause 2.1.2(b);
- 2.3.2 Compulsory Acquisition Compensation; and
- 2.3.3 Earnings

shall be held by it upon trust in the first place to pay or make good the Expenses and the balance shall be applied in the manner specified in Section 4.05 of the Credit Agreement.

### **2.4 Use of Owner's name**

Where the Collateral Agent becomes entitled to enforce its rights under this Deed in accordance with clause 5, the Owner covenants and undertakes with the Collateral Agent to do or permit to be done each and every act or thing which the Collateral Agent may from time to time require to be done in respect of such enforcement and to allow its name to be used as and when required by the Collateral Agent for that purpose.

### **2.5 Reassignment**

Upon payment and discharge in full of the Outstanding Indebtedness (other than contingent indemnification Credit Document Obligations and expense reimbursement claims to the extent no claim therefore has been made), the Collateral Agent shall, at the request and cost of the Owner, re-assign the Earnings, the Insurances and any Compulsory Acquisition Compensation to the Owner or as it may direct.

### **3 Continuing security and other matters**

#### **3.1 Continuing security**

The security created by this Deed shall:

- 3.1.1 be held by the Collateral Agent as a continuing security for the payment of the Outstanding Indebtedness and the performance and observance of and compliance with all of the covenants, terms and conditions contained in the Security Documents, express or implied, and that the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Owner or any other person who may be liable to the Collateral Agent in respect of the Outstanding Indebtedness or any part thereof and the Collateral Agent);
- 3.1.2 be in addition to, and shall not in any way prejudice or affect, and may be enforced by the Collateral Agent without prior recourse to, the security created by any other of the Security Documents or by any present or future Collateral Instruments, right or remedy held by or available to the Collateral Agent or any right or remedy of the Collateral Agent thereunder; and
- 3.1.3 not be in any way prejudiced or affected by the existence of any of the other Security Documents or any such Collateral Instrument, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Collateral Agent dealing with, exchanging, varying or failing to perfect or enforce any of the same, or giving time for payment or performance or indulgence or compounding with any other person liable.

#### **3.2 Rights additional**

All the rights, powers and remedies vested in the Collateral Agent hereunder shall be in addition to and not a limitation of any and every other right, power or remedy vested in the Collateral Agent under the Credit Agreement, this Deed, the other Security Documents or any Collateral Instrument or at law and all the rights, powers and remedies so vested in the Collateral Agent may be exercised from time to time and as often as the Collateral Agent may deem expedient.

#### **3.3 No enquiry**

The Collateral Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under the Mortgage and/or this Deed or to make any claim or take any action to collect any moneys hereby assigned or to enforce any rights or benefits hereby assigned to the Collateral Agent or to which the Collateral Agent may at any time be entitled under the Mortgage and/or this Deed.

#### **3.4 Obligations of Owner and Collateral Agent**

The Owner shall remain liable to perform all the obligations assumed by it in relation to the Assigned Property and the Collateral Agent shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Owner to perform its obligations in respect thereof.

### **4 Powers of Collateral Agent to protect security and remedy defaults**

#### **4.1 Protective action**

The Collateral Agent shall, without prejudice to its other rights, powers and remedies under any of the Security Documents, be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Deed and the other Security Documents, and all Expenses attributable thereto shall be payable by the Owner on demand.

## **4.2 Remedy of defaults**

Without prejudice to the generality of the provisions of clause 4.1, if the Owner fails to comply with the provisions of clause 5 of the Deed of Covenants, the Collateral Agent shall become forthwith entitled (but not bound) to effect and thereafter to maintain all such insurances upon the Ship as in its discretion it may think fit in order to procure the compliance with such provisions or alternatively, to require the Ship (at the Owner's risk) to remain in, or to proceed to and remain in, a port designated by the Collateral Agent until such provisions are fully complied with and the Expenses attributable to the exercise by the Collateral Agent of any such powers shall be payable by the Owner on demand.

## **5 Powers of Collateral Agent on Event of Default**

### **5.1 Powers**

At any time after the occurrence of an Event of Default which is continuing the Collateral Agent shall forthwith become entitled (but not bound) as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Assigned property (whether at law, by virtue of this Deed or otherwise) and in particular (without limiting the generality of the foregoing):

- 5.1.1 to require that all policies, contracts, certificates of entry and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be delivered forthwith to such adjusters and/or brokers and/or other insurers as the Collateral Agent may nominate;
- 5.1.2 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising under the Insurances or any of them or in respect of the Earnings or Compulsory Acquisition Compensation or any part thereof, and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Collateral Agent in its absolute discretion thinks fit, and, in the case of the Insurances, to permit any brokers through whom collection or recovery is effected to charge the usual brokerage therefor;
- 5.1.3 to discharge, compound, release or compromise claims in respect of the Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof which have given or may give rise to any charge or lien or other claim on the Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof or which are or may be enforceable by proceedings against the Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof; and
- 5.1.4 to recover from the Owner on demand all Expenses incurred or paid by the Collateral Agent in connection with the exercise of the powers (or any of them) referred to in this clause 5.1.

## **6 Attorney**

### **6.1 Appointment**

By way of security for the performance of its obligations under this Deed, the Owner hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Owner is obliged to do under the terms of this Deed or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Deed or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

## **6.2 Ratification**

The Owner hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed shall do in its capacity as such.

## **7 Further assurance**

The Owner shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Deed or to exercise any of the rights conferred on it by this Deed or by law and to that intent the Owner shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

## **8 Costs**

The Owner shall pay to the Collateral Agent on demand on a full indemnity basis all expenses or liabilities of whatever nature (including legal fees, fees of insurance advisers, printing, out-of-pocket expenses, stamp duties, registration fees and other duties or charges) together with any value added tax or similar tax payable in respect thereof, incurred by the Collateral Agent in connection with the exercise or enforcement of, or preservation of any rights under, this Deed.

## **9 Remedies cumulative and other provisions**

### **9.1 No implied waivers; remedies cumulative**

No failure or delay on the part of the Collateral Agent to exercise any right, power or remedy vested in it under this Deed, the Credit Agreement, the Mortgage or any of the other Security Documents shall operate as a waiver thereof, nor shall any single or partial exercise by the Collateral Agent of any right, power or remedy nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Collateral Agent to enforce any right, power or remedy preclude any other or further exercise thereof or proceedings to enforce the same or the exercise of any other right, power or remedy, nor shall the giving by the Collateral Agent of any consent to any act which by the terms of this Deed requires such consent prejudice the right of the Collateral Agent to give or withhold consent to the doing of any other similar act. The remedies provided in this Deed, the Credit Agreement, the Mortgage and the other Security Documents are cumulative and are not exclusive of any remedies provided by law.

### **9.2 Delegation**

The Collateral Agent shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Deed, the Credit Agreement, the Mortgage (including the power vested in it by clause 13 of the Deed of Covenants) or any of the other Security Documents in such manner, upon such terms, and to such persons as the Collateral Agent in its absolute discretion may think fit.

### **9.3 Incidental powers**

The Collateral Agent shall be entitled to do all acts and things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as Collateral Agent of the Ship (whether at law, under this Deed or otherwise) and in particular (but without prejudice to the generality of the foregoing) upon becoming entitled to exercise any of its powers under clause 9 of the Deed of Covenants, the Collateral Agent shall be entitled to discharge any cargo on board the Ship (whether the same shall belong to the Owner or any other person) and to enter into such other arrangements respecting the Ship, the insurances, management, maintenance, repair, classification and employment in all respects as if the Collateral Agent was the owner of the Ship, but without being responsible for any loss incurred as a result of the Collateral Agent doing or omitting to do any such acts or things as aforesaid.

**10 Notices**

The provisions of Section 14.03 of the Credit Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Deed.

**11 Counterparts**

This Deed may be entered into in the form of two counterparts, each executed by one of the parties, and, provided both the parties shall so execute this Deed, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

**12 Amendments**

This Deed shall not be amended and/or varied except by agreement in writing signed by the parties hereto.

**13 Law and jurisdiction**

**13.1 Law**

This Deed and any non-contractual obligations arising in connection with it shall be governed by, and shall be construed in accordance with, English law.

**13.2 Submission to jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute"). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 12 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

**13.3 Process agency**

Without prejudice to any other mode of service allowed under any relevant law, the Owner: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Owner must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.

**13.4 Severability of provisions**

Each of the provisions of this Deed are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

**IN WITNESS** whereof this Deed has been duly executed as a deed the day and year first above written.

**Schedule 1**  
**Forms of Loss Payable Clauses**

**1 Hull and machinery (marine and war risks)**

By a Deed of Assignment dated [·] Seahawk Two, Ltd. of Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM1, Bermuda (the **Owner**) has assigned to KfW IPEX-Bank GmbH of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (the **Collateral Agent**) all the Owner's rights, title and interest in and to all policies and contracts of insurance from time to time taken out or entered into by or for the benefit of the Owner in respect of m.v. "[here insert name of Ship]" and accordingly:

- (a) all claims hereunder in respect of an actual or constructive or compromised or arranged total loss, and all claims in respect of a major casualty (that is to say any casualty the claim in respect of which exceeds [\*] (or the equivalent in any other currency) inclusive of any deductible) shall be paid in full to the Collateral Agent or to its order; and
- (b) all other claims hereunder shall be paid in full to the Owner or to its order, unless and until the Collateral Agent shall have notified the insurers hereunder to the contrary following the occurrence and continuation of an Event of Default or an Event of Loss (each as defined in the Credit Agreement dated [·] 2014 entered into between, inter alia, the Owner and the Collateral Agent), whereupon all such claims shall be paid to the Collateral Agent or to its order.

**2 Protection and indemnity risks**

Payment of any recovery which Seahawk Two, Ltd. of Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM1, Bermuda (the **Owner**) is entitled to make out of the funds of the Association in respect of any liability, costs or expenses incurred by the Owner, shall be made to the Owner or to its order, unless and until the Association receives notice to the contrary following an Event of Default or an Event of Loss (each as defined in the Credit Agreement dated [·] 2014 entered into between, inter alia, the Owner and the Collateral Agent) from KfW IPEX-Bank GmbH of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (the **Collateral Agent**) in which event all recoveries shall thereafter be paid to the Collateral Agent or their order; provided always that no liability whatsoever shall attach to the Association, its Managers or their agents for failure to comply with the latter obligation until the expiry of two clear business days from the receipt of such notice.

**Schedule 2**  
**(For attachment by way of endorsement to the Policy)**

**Seahawk Two, Ltd.** of Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM1, Bermuda the Owner of the m.v. “[here insert name of Ship]” HEREBY GIVES NOTICE that by a Deed of Assignment dated [.] and entered into by us with **KfW IPEX-Bank GmbH** of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany, there has been assigned by us to **KfW IPEX-Bank GmbH** as Collateral Agents of the said vessel all insurances in respect thereof, including the insurances constituted by the Policy whereon this notice is endorsed.

Signed

For and on behalf of

**Seahawk Two, Ltd.**

Date: [.]

**EXECUTED and DELIVERED**  
as a **DEED**  
by Seahawk Two, Ltd.  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

**EXECUTED and DELIVERED**  
as a **DEED**  
by KfW IPEX-Bank GmbH  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

Form of Assignment of Charters

**Dated**

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**Seahawk Two, Ltd.** (1)

**KFW IPEX-BANK GMBH** (2)

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**ASSIGNMENT OF CHARTERS relating to  
m.v. "●"  
(ex hull [\*] at Meyer Werft)**

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 **NORTON ROSE FULBRIGHT** ‡

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**THIS ASSIGNMENT** is dated [-] and made **BETWEEN**:

- (1) **Seahawk Two, Ltd.** a company incorporated in Bermuda whose registered office is at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (**Owner**); and
- (2) **KFW IPEX-BANK GMBH** a company incorporated in Germany whose registered office is at Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany (**Collateral Agent**).

**WHEREAS:**

- (A) by a charter dated [-] (the **Charter**) and made between (i) the Owner and (ii) [-] a company incorporated in [-] (the **Charterer**) the Owner agreed to let and the Charterer agreed to take on time charter for the period and upon the terms and conditions therein mentioned the Vessel (as hereinafter defined);
- (B) by a credit agreement dated [-] 2014 (the Credit Agreement), and made between, inter alia, the Owner (therein referred to as the **Borrower**), the Lenders (as defined therein) and the Collateral Agent the Lenders agreed (inter alia) to advance by way of loan to the Owner, upon the terms and conditions therein contained the sum of up to €665,995,880 (the **Loan**);
- (C) pursuant to the Credit Agreement there has been or will be executed by the Owner in favour of the Collateral Agent a first priority [Bahamas] statutory ship mortgage in account current form (the **Mortgage**) on the vessel “.” documented in the name of the Owner under the laws and flag of the Commonwealth of the Bahamas at the Port of [Nassau] under Official Number . (the **Vessel**) and the Mortgage [of even date herewith] [dated [-]] has been or will be registered in the Register of Bahamian Ships at the Port of [Nassau] as security for the payment by the Owner of the Outstanding Indebtedness (as that expression is defined in the Deed of Covenant (as hereinafter defined));
- (D) pursuant to the Credit Agreement the Owner has executed in favour of the Collateral Agent a deed of assignment (the **Assignment of Earnings and Insurances**) [of even date herewith] [dated [-]] whereby the Owner has assigned and agreed to assign to the Collateral Agent the Earnings and Insurances of, and any Compulsory Acquisition Compensation for, the Vessel (as each of those expressions is defined in the Assignment of Earnings and Insurances) as security for the payment by the Owner of the Outstanding Indebtedness; and
- (E) this Assignment is supplemental to the Credit Agreement, the Mortgage and the Assignment of Earnings and Insurances and to the security thereby created and is the Assignment of Charters in relation to the Vessel referred to in the Credit Agreement but shall nonetheless continue in full force and effect notwithstanding any discharge of the Mortgage.

**NOW THIS ASSIGNMENT WITNESSES AND IT IS HEREBY AGREED** as follows:

**1 Definitions**

**1.1 Defined expressions**

Words and expressions defined in the Assignment of Earnings and Insurances (whether expressly or by reference to the Mortgage and/or the Credit Agreement) shall, unless otherwise defined in this Assignment, or the context otherwise requires, have the same meanings when used in this Assignment.

**1.2 Definitions**

In this Assignment, unless the context otherwise requires:

**Assigned Property** means all of the Owner's right, title and interest in and to:

- (a) the Charter Earnings; and

(b) all other Charter Rights;

**Charter** means the charter referred to in Recital (A) hereto;

**Charterer** includes the successors in title and assignees of the Charterer;

**Charter Earnings** means all money whatsoever payable by the Charterer to the Owner under or pursuant to the Charter any guarantee, security or other assurance given to the Owner at any time in respect of the Charterer's obligations under or pursuant to the Charter including (but without prejudice to the generality of the foregoing) all claims for damages in respect of any breach by the Charterer of the Charter;

**Charter Rights** means all of the rights of the Owner under or pursuant to the Charter and any guarantee, security or other assurance given to the Owner at any time in respect of the Charterer's obligations under or pursuant to the Charter including (without limitation) the right to receive the Charter Earnings;

**Collateral Instrument** means any note, bill of exchange, certificate of deposit and other negotiable and non-negotiable instrument, guarantee, indemnity and other assurance against financial loss and any other document or instrument which contains or evidences an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any indebtedness or liabilities of the Owner or any other person liable and includes any document or instrument creating or evidencing a mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind;

**Credit Agreement** means the agreement mentioned in Recital (B) hereto;

**Credit Document Obligations** means, except to the extent consisting of obligations, liabilities or indebtedness with respect to any Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Owner or any other Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guarantee) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in the Credit Documents.

**Hedging Agreements** means (i) any Interest Rate Protection Agreement and (ii) any Other Hedging Agreements.

**Interest Rate Protection Agreement** means any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement.

**Lender Creditors** means the Lenders holding from time to time outstanding Loans and/or Commitments (as each such term is defined in the Credit Agreement) and the Agents, each in their respective capacities.

**Loan** means the principal amount advanced by the Collateral Agent to the Owner pursuant to the Credit Agreement or, as the context may require, the amount thereof at any time outstanding;

**Other Creditors** means each Lender or any Affiliate (as such term is defined in the Credit Agreement) thereof and their successors, transferees and assigns if any (even if such Lender subsequently ceases to be a Lender under the Credit Agreement for any reason) together with such Lender's successors, transferees and assigns with which the Parent and/or the Borrower enters into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements from time to time.

**Other Hedging Agreements** means any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement and designed to protect against the fluctuations in currency or commodity values.

**Outstanding Indebtedness** means the aggregate of the Loan, amounts owing in respect of the Credit Document Obligations, Hedging Agreements and interest respectively accrued and accruing thereon and all other sums of money from time to time owing by the Owner to the Collateral Agent, whether actually or contingently, under the Security Documents or any of them;

**Owner** includes the successors in title of the Owner;

**Secured Creditors** means the Lender Creditors and the Other Creditors.

**Security Party** means the Owner and any other party who may at any time be a party to any of the Security Documents (other than the Collateral Agent); and

**Security Period** means the period commencing on [the date hereof] [**{date}**] and terminating upon discharge of the security created by the Security Documents by payment of all moneys payable thereunder.

### 1.3 Headings

Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment.

### 1.4 Construction of certain terms

In this Assignment, unless the context otherwise requires:

- 1.4.1 references to clauses and the schedule are to be construed as references to clauses of this Assignment and its schedule;
- 1.4.2 references to (or to any specified provision of) this Assignment or any other document shall be construed as references to this Assignment, that provision or that document as in force for the time being and as amended in accordance with the terms thereof, or as the case may be, with the agreement of the relevant parties;
- 1.4.3 words importing the plural shall include the singular and vice versa;
- 1.4.4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;
- 1.4.5 references to a "guarantee" include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a

consequence of a default by any other person to pay any indebtedness and "guaranteed" shall be construed accordingly; and

1.4.6 references to statutory provisions shall be construed as reference to those provisions as replaced or amended or re-enacted from time to time.

### **1.5 Conflict with Assignment of Earnings and Insurances**

This Assignment shall be read together with the Assignment of Earnings and Insurances but in case of any conflict between the two instruments the provisions of the Assignment of Earnings and Insurances shall prevail.

### **1.6 Contracts (Rights of Third Parties) Act 1999**

No term of this Assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Assignment.

## **2 Warranty**

2.1 The Owner hereby represents and warrants to the Collateral Agent that on the date hereof:

2.1.1 the Owner is the sole, legal and beneficial owner of the whole of the Assigned Property free from all Encumbrances and other interests and rights of every kind other than Permitted Liens;

2.1.2 the copy of the Charter delivered by the Owner to the Collateral Agent is a true and complete copy of such document, the Charter constitutes the valid and binding obligations of the parties thereto enforceable in accordance with its terms, is in full force and effect and there have been no amendments or variations thereof (other than as delivered to the Collateral Agent) or defaults thereunder;

2.1.3 the Vessel has been or will be delivered to and accepted by the Charterer for service under the Charter; and

2.1.4 there are no commissions, rebates, premiums or other payments in connection with the Charter other than as disclosed to the Collateral Agent in writing prior to the date hereof.

## **3 Assignment and application of money**

### **3.1 Assignment**

By way of security for the Outstanding Indebtedness the Owner with full title guarantee hereby assigns and agrees to assign to the Collateral Agent absolutely all its rights title and interest to the Assigned Property and all its benefits and interests present and future therein Provided however that the Charter Earnings shall be at the disposal of the Owner until such time as an Event of Default shall occur and be continuing and the Collateral Agent shall direct to the contrary whereupon the Owner shall forthwith, and the Collateral Agent may at any time thereafter, instruct the persons from whom the Charter Earnings are then payable to pay the same to the Collateral Agent.

### **3.2 Notice**

The Owner hereby covenants and undertakes with the Collateral Agent that it will give written notice of the assignment herein contained to the Charterer in substantially the form set out in the schedule and will use commercially reasonable efforts to procure the delivery to the Collateral Agent a copy thereof with the acknowledgement thereof set out in the schedule duly executed by the Charterer.

### **3.3 Application**

All moneys received by the Collateral Agent in respect of the Assigned Property shall be held and applied by it in accordance with the terms of clause 2.3 of the Assignment of Earnings and Insurances as if the same was Earnings.

### **3.4 Shortfalls**

In the event that the balance referred to in clause 2.3 of the Assignment of Earnings and Insurances is insufficient to pay in full the whole of the Outstanding Indebtedness, the Collateral Agent shall be entitled to collect the shortfall from the Owner or any other person liable for the time being therefor.

### **3.5 Use of Owner's name**

Where the Collateral Agent becomes entitled to enforce its rights under this Assignment in accordance with clause 6, the Owner covenants and undertakes with the Collateral Agent to do or permit to be done each and every act or thing which the Collateral Agent may from time to time reasonably require to be done in respect of such enforcement and to allow its name to be used as and when reasonably required by the Collateral Agent for that purpose.

### **3.6 Reassignment**

Upon payment and discharge in full of the Outstanding Indebtedness (other than contingent indemnification Credit Document Obligations and expense reimbursement claims to the extent no claim therefore has been made) the Collateral Agent shall, at the request and cost of the Owner, re-assign the Assigned Property to the Owner or as it may direct.

## **4 Undertakings**

The Owner hereby covenants and undertakes with the Collateral Agent throughout the Security Period it will not, without the previous written consent of the Collateral Agent:

### **4.1 Variations**

agree to any variation of any material term of the Charter in a manner adverse to the Collateral Agent; or

### **4.2 Releases and waivers**

release the Charterer from any material term of any of the Charterer's obligations under the Charter or waive any breach of any material term of the Charterer's obligations thereunder or consent to any such act or omission of the Charterer as would otherwise constitute such breach if adverse to the Collateral Agent; or

### **4.3 Termination**

terminate the Charter for any reason whatsoever if adverse to the Collateral Agent.

## **5 Continuing security**

The provisions of clause 3.1 of the Assignment of Earnings and Insurances shall apply mutatis mutandis to this Assignment as if set out herein and as if references therein to "this Deed" were references to this Assignment.

## **6 Powers of Collateral Agent**

### **6.1 Protective action**

The Collateral Agent shall, without prejudice to its other rights, powers and remedies hereunder, be entitled (but not bound) at any time, and as often as may be necessary, to take any such action as it may in its discretion think fit for the purpose of protecting or maintaining the security created by this Assignment and all Expenses attributable thereto shall be payable by the Owner on demand.

### **6.2 Powers on Event of Default**

Upon the happening of an Event of Default which is continuing the Collateral Agent shall become forthwith entitled, as and when it may see fit, to exercise in relation to the Assigned Property or any part thereof all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Assigned Property (whether at law, by virtue of this Assignment or otherwise) and in particular (without limiting the generality of the foregoing):

- 6.2.1 to collect, recover, compromise and give a good discharge for, all claims then outstanding or thereafter arising in respect of the Charter and/or the property hereby assigned or any part thereof, and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Collateral Agent in its absolute discretion thinks fit;
- 6.2.2 to discharge, compound, release or compromise claims in respect of the Charter and/or the Assigned Property or any part thereof which have given or may give rise to any charge or lien or other claim on the Vessel, her Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof or which are or may be enforceable by proceedings against the Vessel, her Earnings, Insurances or Compulsory Acquisition Compensation or any part thereof; and
- 6.2.3 to recover from the Owner on demand all Expenses incurred or paid by the Collateral Agent in connection with the exercise of the powers (or any of them) referred to in this clause 6.2.

### **6.3 Liability of Collateral Agent**

The Collateral Agent shall not be liable as mortgagee in possession in respect of any of the Assigned Property to account or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.

## **7 Attorney**

### **7.1 Appointment**

By way of security for the performance of its obligations under this Assignment, the Owner hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Owner is obliged to do under the terms of this Assignment or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Assignment or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

### **7.2 Ratification**

The Owner hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Assignment shall do in its capacity as such.

## **8 Further assurance**

The Owner shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Assignment or to exercise any of the rights conferred on it by this Assignment or by law and to that intent the Owner shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

## **9 Notices**

The provisions of Section 14.03 of the Credit Agreement shall apply mutatis mutandis in respect of any certificate, notice, demand or other communication given or made under this Assignment.

## **10 Law, jurisdiction and other provisions**

### **10.1 Law**

This Assignment and any non-contractual obligations arising in connection with it shall be governed by, and shall be construed in accordance with, English law.

### **10.2 Submission to jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment ) (a "Dispute"). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 10 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

### **10.3 Process agency**

Without prejudice to any other mode of service allowed under any relevant law, the Owner: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Owner must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.

### **10.4 Counterparts**

This Assignment may be entered into in the form of two or more counterparts, each executed by one or more of the parties, and provided all the parties shall so execute this Assignment, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

### **10.5 English language**

All certificates, instruments and other documents to be delivered under or supplied in connection with this Assignment or the Charter shall be in the English language or shall be accompanied by a certified English translation upon which the recipient shall be entitled to rely.

**10.6 Severability of provisions**

Each of the provisions of this Assignment are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

**10.7 Amendments**

This Assignment shall not be amended and/or varied except by agreement in writing signed by the parties hereto.

**IN WITNESS** whereof this Assignment has been duly executed the day and year first above written

**Schedule 1**  
**Form of Notice of Assignment of Charter**

To: [name and address of the Charterer]

m.v. [-]

IMO Number [-]

The undersigned, Seahawk Two, Ltd. as owner (the **Owner**) of the Bahamian Vessel m.v. [-], hereby gives you notice (this **Notice**) that by an Assignment of Charters dated [-] entered into by us in favour of KFW IPEX-BANK GMBH, as collateral agent (hereinafter called the **Assignee**), and an Assignment of Earnings and Insurances dated [-] (as the same may be amended, supplemented, novated or otherwise modified from time to time), the Owner has assigned all its right, title, interest claim and demand in and to, the time charter-party dated [-] between the Owner and you (the **Charter**), including, but not limited to, all earnings and freight thereunder, and all amounts due to the Owner thereunder, and further, the Owner has granted a security interest in and to the Charter and all claims for damages arising out of the breach of and rights to terminate the Charter, and any proceeds of any of the foregoing.

The Owner remains liable to perform all its duties and obligations under the Charter and the Assignee is under no obligation of any kind under the Charter nor under any liability whatsoever in the event of any failure by the Owner to perform its obligations.

Dated:

Seahawk Two, Ltd.,

as Owner

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

Name:

Title:

To: **Seahawk Two, Ltd. and KfW IPEX-Bank GmbH**

m.v. [·]

**IMO Number [·]**

The undersigned, charterer of the [COUNTRY] flag vessel m.v. [·] pursuant to a time charter-party dated [·] between Seahawk Two, Ltd., as owner (the **Assignor**) and the undersigned (the **Charter**), does hereby acknowledge receipt of a notice of the assignment by the Assignor of all the Assignor's right, title and interest in and to the Charter to KfW IPEX-BANK GMBH, as Collateral Agent (the **Assignee**), pursuant to an Assignment of Charters dated [·] and an Assignment of Earnings and Insurances dated [·] (as the same may be amended, supplemented, novated or otherwise modified from time to time, the **Assignment**), consents to such assignment, and agrees that, after being notified by the Assignee that an Event of Default (as defined in the Credit Agreement) exists and is continuing, it will pay all moneys due and to become due under the Charter, without setoff or deduction for any claim not arising under the Charter, and notwithstanding the existence of a default or event of default by the Assignor under the Charter, direct to the Assignee or such account specified by the Assignee at such address as the Assignee shall request the undersigned in writing until the Event of Default no longer exists.

The undersigned agrees that it shall look solely to the Assignor for performance of the Charter and that the Assignee shall have no obligation or liability under or pursuant to the Charter arising out of the Assignment, nor shall the Assignee be required or obligated in any manner to perform or fulfill any obligations of the Assignor under or pursuant to the Charter. Notwithstanding the foregoing, if an Event of Default under the Credit Agreement (as defined in or by reference in the Assignment) shall have occurred and be continuing, the undersigned agrees that the Assignee shall have the right, but not the obligation, to perform all of the Assignor's obligations under the Charter as though named therein as owner.

The undersigned agrees that it shall not seek the recovery of any payment actually made by it to the Assignee pursuant to this Charterer's Consent and Agreement once such payment has been made. This provision shall not be construed to relieve the Assignor of any liability to the Charterer.

The undersigned hereby waives the right to assert against the Assignee, as assignee of the Assignor, any claim, defense, counterclaim or setoff that it could assert against the Assignor under the Charter.

The undersigned agrees to execute and deliver, or cause to be executed and delivered, upon the written request of the Assignee any and all such further instruments and documents as the Assignee may deem desirable for the purpose of obtaining the full benefits of the Assignment and of the rights and power herein granted.

The undersigned hereby agrees that so long as the Assignment is in effect it will not amend, modify, supplement, or alter any material term of the Charter in a manner adverse to the Assignee, in each case without first obtaining the written consent of the Assignee therefor.

The undersigned hereby confirms that the Charter is a legal, valid and binding obligation, enforceable against it in accordance with its terms, and that neither it nor, to the best of its knowledge, the Assignor is in default under its terms.

We also confirm that we have received no notice of any previous assignment of, or other third party right affecting, all or any part of the Earnings and we undertake that, if required to do so in writing by the Assignee after the occurrence and continuation of an Event of Default, we will immediately deliver up possession of the Vessel to or to the order of the Assignee (or, if the Vessel is not then in port and free of cargo, as soon as she has completed the voyage on which she is then engaged and discharged any cargo then on board) free of the Charter but without prejudice to any rights which we may have against the Assignor under or pursuant to the Charter.

Dated: \_\_\_\_\_

[CHARTERER],

as Charterer

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

Name:

Title:

**EXECUTED and DELIVERED**  
as a **DEED**  
by Seahawk Two, Ltd.  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

**EXECUTED and DELIVERED**  
as a **DEED**  
by KfW IPEX-Bank GmbH  
acting by its duly authorised officers:

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Authorised Officer

\_\_\_\_\_  
Authorised Officer

In the presence of:

\_\_\_\_\_  
Witness

Name:

Address:

Occupation:

FORM OF  
DEED OF COVENANTS  
ON [BAHAMIAN]<sup>1</sup> FLAG VESSEL  
[VESSEL]  
OFFICIAL NO. [OFFICIAL NUMBER]

executed by

Seahawk Two, Ltd.,  
as Owner

in favor of

KFW IPEX-BANK GMBH,  
as Collateral Agent and Mortgagee

[DATE]

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<sup>1</sup> If Vessel is not flagged in the Bahamas, appropriate changes will be made to this document.

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DEED OF COVENANTS

DEED OF COVENANTS (as amended, modified, restated and/or supplemented from time to time, this Deed), dated as of [\_\_\_\_], between Seahawk Two, Ltd., a Bermuda company having its registered office as of the date hereof at [\_\_\_\_] (the "Owner") and KfW IPEX-BANK GMBH, as Collateral Agent and Security Trustee for and on behalf of the Secured Creditors pursuant to the Security Trust Deed (the "Mortgagee", which expression shall include its successors, transferees and permitted assignees).

## WHEREAS:

(A) The Owner is the absolute and unencumbered owner of all the shares of and in the motor vessel "[\_\_\_\_]" registered under the [Bahamian flag at the port of Nassau] with Official Number [\_\_\_\_].

(B) NCL Corporation Ltd., a Bermuda corporation (the "Parent"), the Owner, as borrower, each Lender from time to time party thereto (which Lenders as of the date hereof are KfW IPEX-Bank GmbH), the Mortgagee, as facility agent (in such capacity, the "Facility Agent"), as collateral agent and security trustee under the Security Documents (in such capacity, the "Collateral Agent"), as CIRR agent, as Hermes agent, as bookrunner and as initial mandated lead arranger and the other parties from time to time party thereto, have entered into a Credit Agreement, dated as of [·] 2014, (as the same may be amended, supplemented, refinanced, replaced, novated or otherwise modified from time to time, the "Credit Agreement"), providing for the making of Loans to the Owner in the principal amount of up to the Dollar Equivalent of Six Hundred and Sixty Five Million, Nine Hundred and Ninety Five Thousand, Eight Hundred and Eighty Euros (€665,995,880) (the Lenders, the Collateral Agent and the other Agents, in their capacity as such, collectively, the "Lender Creditors").

(C) The Parent and/or the Owner may at any time and from time to time enter into one or more Secured Hedging Agreements (as hereinafter defined) with one or more Other Creditors (as defined herein).

(D) The Parent has guaranteed the Credit Document Obligations of the Owner under the Credit Agreement pursuant to Section 15 of the Credit Agreement (the "Parent Guarantee").

(E) There has contemporaneously with the execution of this Deed been executed by the Owner in favor of the Mortgagee a first priority Bahamian statutory mortgage over all the shares in the said vessel (the "Mortgage").

(F) It is intended that the Mortgage and this Deed shall together stand as security for the payment of the Secured Obligations (as defined below) and the performance and observance of and compliance with the covenants, terms and conditions contained in any of the Secured Debt Documents (as hereinafter defined).

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NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows:

1. Definitions and Construction.

Section 1.1 In this Deed unless the context otherwise requires any term defined in the preamble or recitals hereto has the meaning ascribed to it therein; in addition, terms and expressions not defined herein but whose meanings are defined in the Credit Agreement shall unless the context otherwise requires have the meanings set out therein and:

“Collateral” means all property (whether real or personal) with respect to which any security interests have been granted (or purported to be granted) pursuant to any Security Document, including, without limitation, all Share Charge Collateral, all Earnings and Insurance Collateral, the Construction Risk Insurance, the Vessel, the Refund Guarantees, the Construction Contract and all cash and Cash Equivalents at any time delivered as collateral thereunder or as collateral required under the Credit Agreement.

“Compulsory Acquisition” means requisition for title or other compulsory acquisition of the Vessel including its capture, seizure, confiscation or expropriation but excluding any requisition for hire.

“Compulsory Acquisition Compensation” means all moneys or other compensation whatsoever payable by reason of the Compulsory Acquisition of the Vessel other than by requisition for hire.

“Credit Agreement” has the meaning provided in the Recitals hereto.

“Credit Document Obligations” means, except to the extent consisting of obligations, liabilities or indebtedness with respect to Interest Rate Protection Agreements or Other Hedging Agreements, the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, liabilities and indebtedness (including, without limitation, principal, premium, interest, fees and indemnities (including, without limitation, all interest that accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency, reorganization or similar proceeding of the Owner or any other Credit Party at the rate provided for in the respective documentation, whether or not a claim for post-petition interest is allowed in any such proceeding)) of each Credit Party to the Lender Creditors (provided, in respect of the Lender Creditors which are Lenders, such aforementioned obligations, liabilities and indebtedness shall arise only for such Lenders (in such capacity) in respect of Loans and/or Commitments), whether now existing or hereafter incurred under, arising out of, or in connection with the Credit Agreement and the other Credit Documents to which such Credit Party is a party (including, in the case of each Credit Party that is a Guarantor, all such obligations, liabilities and indebtedness of such Credit Party under the Parent Guarantee) and the due performance and compliance by such Credit Party with all of the terms, conditions and agreements contained in the Credit Documents.

“Credit Party” means the Owner, the Parent and each Subsidiary of the Parent that owns a direct interest in the Owner.

“Default Rate” means the rate of interest set out in Section 2.06 of the Credit Agreement.

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“Document of Compliance” means a document issued to a vessel operator as evidence of its compliance with the requirements of the ISM Code.

“Earnings” means (i) the earnings of the Vessel, including, but not limited to, all freight, hire and passage moneys, proceeds of off-hire insurance, any other moneys earned and to be earned, due or to become due, or paid or payable to, or for the account of, the Owner, of whatsoever nature, arising out of or as a result of the ownership, use, operation or management by the Owner or its agents of the Vessel, (ii) all moneys and claims for moneys due and to become due to the Owner under and all claims for damages arising out of the breach (or payments for variation or termination) of any charter, or contract relating to or under which is employed the Vessel, any and all other present and future charter parties, contracts of affreightment, and operations of every kind whatsoever of the Vessel, and in and to any and all claims and causes of action for money, loss or damages that may now and hereafter accrue or belong to the Owner, its successors, transferees or assignees, arising out of or in any way connected with the present or future ownership, use, operation or management of the Vessel or arising out of or in any way connected with the Vessel, (iii) if the Vessel is employed on terms whereby any money falling within clauses (i) or (ii) above are pooled or shared with any other Person, that proportion of the net receipts of the pooling or sharing arrangements which is attributable to the Vessel, (iv) all moneys and claims for moneys due and to become due to the Owner, and all claims for damages, in respect of the actual or constructive total loss of or requisition of use of or title to the Vessel, (v) all moneys and claims for moneys due in respect of demurrage or detention, and (vi) any proceeds of any of the foregoing.

“Event of Default” means an “Event of Default” under and as defined in the Credit Agreement.

“Insurances” means all policies and contracts of insurance and entries of the Vessel in a protection and indemnity or war risks association which are effected in respect of the Vessel, its freights, disbursements, profits or otherwise and all benefits, including all claims and returns of premiums thereunder and shall also include all Compulsory Acquisition Compensation.

“Interest Rate Protection Agreement” means any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement, interest rate floor agreement or other similar agreement or arrangement entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliate, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement.

“ISM Code” means in relation to its application to the Owner and the Vessel and its operation:

- (a) The International Management Code for the Safe Operation of Ships and for Pollution Prevention, currently known or referred to as the ‘ISM Code’, adopted by the Assembly of the International Maritime Organization by Resolution A.741(18) on 4 November 1993 and incorporated on 19 May 1994 into Chapter IX of the International Convention for the Safety of Life at Sea 1974 (SOLAS 1974); and
  - (b) all further applicable resolutions, circulars, codes, guidelines, regulations and recommendations which are now or in the future issued by or on behalf of the International Maritime Organization or any other entity with responsibility for implementing the ISM Code, including without limitation, the ‘Guidelines on implementation or administering of
-

the International Safety Management (ISM) Code by Administrations' produced by the International Maritime Organization pursuant to Resolution A.788(19) adopted on 25 November 1995,

as the same may be amended, supplemented or replaced from time to time.

"ISM Responsible Person" means the person from time to time so designated by the Owner for the purposes of the ISM Code.

"ISM SMS" means the safety management system which is required to be developed, implemented and maintained under the ISM Code.

"ISPS Code" means the International Ship and Port Facility Security Code constituted pursuant to resolution A.924(22) of the International Maritime Organisation ("IMO") adopted by a Diplomatic conference of the IMO on Maritime Security on 13 December 2002 and now set out in Chapter XI-2 of the Safety of Life at Sea Convention (SOLAS) 1974 (as amended) to take effect on July 1, 2004.

"ISSC" means an international ship security certificate issued for a vessel under the ISPS Code.

"Lender Creditors" has the meaning provided in the Recitals hereto.

"Mortgage" has the meaning provided in the Recitals hereto.

"Mortgaged Premises" includes:

- (a) the Vessel; and
- (b) the Compulsory Acquisition Compensation.

"person" includes any body of persons.

"Other Creditors" means any Lender or any Affiliate thereof and their successors, transferees and assignees if any (even if such Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender's or Affiliate's successors, transferees and assignees, with which the Parent and/or the Owner enters into any Interest Rate Protection Agreements or Other Hedging Agreements from time to time.

"Other Hedging Agreement" means any foreign exchange contracts, currency swap agreements, commodity agreements or other similar agreements or arrangements entered into between a Lender or its Affiliate, or a Lead Arranger or its Affiliates, and the Parent and/or the Owner in relation to the Credit Document Obligations of the Owner under the Credit Agreement and designed to protect against the fluctuations in currency or commodity values.

"Process Agent" means EC3 Services Limited of The St Botolph Building, 138 Houndsditch, London, EC3A 7AR.

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“Receiver” means any administrative receiver, a receiver and manager of any other receiver (whether appointed pursuant to this Deed, pursuant to any statute, by a court or otherwise) of all or any part of the Vessel.

“Safety Management Certificate” means a document issued to a vessel as evidence that the vessel operator and its shipboard management operate in accordance with an approved Safety Management System.

“Safety Management System” means a structured and documented system enabling the personnel of a vessel operator to implement effectively the safety and environmental protection policy of such vessel operator.

“Secured Creditors” means, collectively, (i) the Lender Creditors and (ii) the Other Creditors.

“Secured Debt Documents” means the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement).

“Secured Hedging Agreements” means (i) any Interest Rate Protection Agreement and (ii) any Other Hedging Agreements.

“Secured Obligations” means (i) the Credit Document Obligations, (ii) the Other Obligations, (iii) any and all sums advanced by the Collateral Agent in order to preserve the Collateral or preserve its security interest in the Collateral, (iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations or liabilities of the Credit Parties referred to in clauses (i) and (ii) above, after an Event of Default shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Collateral, or of any exercise by the Collateral Agent of its rights hereunder, together with reasonable attorneys’ fees and court costs, and (v) all amounts paid by any Secured Creditor as to which such Secured Creditor has the right to reimbursement under the Security Documents.

“Security Period” means the period beginning on the date hereof and ending on the date on which all amounts outstanding under the Secured Debt Documents are finally paid and repaid in full, all letters of credit issued thereunder are terminated and all commitments thereunder are terminated.

“Security Trust Deed” means the Security Trust Deed executed by, inter alia, the Owner, the Parent, the Collateral Agent, the Original Secured Creditors (as defined therein) and the Original ECF Hedging Creditors (as defined therein), and shall be substantially in the form of Exhibit P or otherwise reasonably acceptable to the Facility Agent.

“Total Loss” means any actual or constructive or arranged or agreed or compromised total loss or Compulsory Acquisition of the Vessel (excluding any requisition for hire).

“Vessel” means the motor vessel more particularly described in Recital (A) and includes any share or interest therein and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or hereafter acquired.

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Section 1.2 In Section 5.1:

“excess risks” means the proportion of claims for general average and salvage charges and under the ordinary running down clause not recoverable in consequence of the value at which a vessel is assessed for the purpose of such claims exceeding its insured value;

“protection and indemnity risks” means the usual risks covered by an English protection and indemnity association including without limitation pollution risks (whether relating to oil or otherwise howsoever) and the proportion not recoverable in case of collision under the ordinary running down clause; and

“war risks” includes the risks of mines and all risks excluded from the standard form of English marine policy by the free of capture and seizure clause.

Section 1.3 In the Mortgage, (i) references to “interest” mean interest covenanted to be paid in accordance with Sections 2.1, 7, 8 and 9; (ii) references to “principal” mean all other sums of money for the time being comprised in the Secured Obligations; and (iii) the expression “all sums for the time being due on this security” means the whole of the Secured Obligations.

Section 1.4 In this Deed:

1.4.1 words denoting the plural number include the singular and vice versa;

1.4.2 references to Recitals and Sections are references to recitals and sections of this Deed;

1.4.3 references to this Deed include the Recitals;

1.4.4 the headings and contents page(s) are for the purpose of reference only, have no legal or other significance, and shall be ignored in the interpretation of this Deed;

1.4.5 references to any document (including, without limitation, to all or any of the Secured Debt Documents) are, unless the context otherwise requires, references to that document as amended, supplemented, novated or replaced from time to time; and

1.4.6 references to statutes or provisions of statutes are references to those statutes, or those provisions, as from time to time amended, replaced or re-enacted.

2. Owner’s Covenant to Pay.

Section 2.1 Pursuant to the Secured Debt Documents and in consideration of the premises, the Owner covenants with the Mortgagee:

2.1.1 to satisfy the Secured Obligations at the times and in the manner specified in the relevant Secured Debt Documents;

2.1.2 to pay interest on the Secured Obligations at the rate, at the times and in the manner specified in the Secured Debt Documents, as applicable;

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2.1.3 to pay interest at the Default Rate on any sum or sums payable under this Deed which is not paid on the due date;

2.1.4 to pay each and every other sum of money that may be or become owing to the Secured Creditors under the terms of the Secured Debt Documents or any of them at the times and in the manner specified therein; and

2.1.5 to pay and discharge when due and payable, from time to time, all taxes, assessments, governmental charges, fines and penalties lawfully imposed on the Vessel or any income therefrom.

Section 2.2 The holder of the relevant Secured Obligations and the Owner may agree in writing to vary the date or dates for repayment of principal or interest in respect of such Secured Obligations and/or vary the terms of the relevant Secured Debt Documents without reference to the Owner and without adversely affecting or diminishing the security conferred by the Secured Debt Documents executed by the Owner.

3. Mortgage.

Section 3.1 By way of security for the payment of the Secured Obligations and the performance and observance of and compliance with the covenants, terms and conditions contained in any of the Secured Debt Documents, the Owner with full title guarantee hereby mortgages and charges to and in favor of the Mortgagee all its interest, present and future, in the Mortgaged Premises (which, the Owner hereby warrants to be free at the date hereof from any other charge or encumbrance whatsoever).

Section 3.2 It is declared and agreed that this Deed and the Mortgage shall be held by the Mortgagee as a continuing security for the payment of the Secured Obligations and that the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured and that the security so created shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other security now or hereafter held by the Mortgagee and/or the Secured Creditors for all or any part of the moneys hereby and thereby secured and that every power and remedy given to the Mortgagee hereunder shall be an addition to and not a limitation of any and every other power or remedy vested in the Mortgagee and/or the Secured Creditors under any of the other Secured Debt Documents and that all the powers so vested in the Mortgagee and/or the Secured Creditors may be exercised from time to time and as often as the Secured Creditors may deem expedient.

Section 3.3 The Owner will cause the Mortgage to be duly registered in the London office of the Bahamas Maritime Authority and will otherwise comply with and satisfy all of the provisions of applicable laws of the Commonwealth of the Bahamas in order to establish and maintain the Mortgage as a first priority mortgage thereunder upon the Vessel and upon all renewals, replacements and improvements made in or to the same for the amount of the indebtedness hereby secured.

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4. Owner's Covenants.

Section 4.1 The Owner covenants and agrees with the Mortgagee as follows:

4.1.1 it is and will remain a company duly constituted, validly existing and in good standing under the laws of Bermuda;

4.1.2 it lawfully owns and is lawfully possessed of all the shares in the Vessel free from any lien or encumbrance whatsoever except for this Deed, the Mortgage and any Permitted Lien and will warrant and defend the title and possession thereto and to every part thereof for the benefit of the Mortgagee against the claims and demands of all other persons whomsoever;

4.1.3 it will perform, observe and comply with the covenants, terms and obligations and conditions on its part to be performed, observed and complied with contained or implied in the Secured Debt Documents;

4.1.4 it will place, and at all times and places will retain a properly certified copy of this Deed and the Mortgage on board the Vessel with her papers and will cause such certified copy and the Vessel's marine document to be exhibited to any and all person having business therewith which might give rise to any lien thereon other than liens for crew's wages and salvage, and to any representative of the Mortgagee;

4.1.5 it will place and keep prominently displayed in the chart room and in the Master's cabin on the Vessel a framed printed notice in plain type reading as follows:

"NOTICE OF MORTGAGE

THIS VESSEL IS OWNED BY SEAHAWK TWO, LTD., AND IS SUBJECT TO A FIRST PRIORITY MORTGAGE IN FAVOR OF KFW IPEX-BANK GMBH, AS COLLATERAL AGENT/MORTGAGEE UNDER AUTHORITY OF THE MERCHANT SHIPPING ACT OF THE STATUTE LAWS OF THE BAHAMAS, CHAPTER 268, AS AMENDED. UNDER THE TERMS OF SAID MORTGAGE, NEITHER THE OWNER, ANY CHARTERER, THE MASTER OF THE VESSEL, NOR ANY OTHER PERSON HAS ANY RIGHT, POWER OR AUTHORITY TO CREATE, INCUR OR PERMIT TO BE PLACED OR IMPOSED UPON THE VESSEL, ANY ENCUMBRANCES WHATSOEVER OR ANY OTHER LIEN WHATSOEVER OTHER THAN FOR CREW'S WAGES AND SALVAGE.";

4.1.6 it will do and permit to be done each and every act or thing whatsoever which the Mortgagee may require to be done for the purpose of enforcing the Mortgagee's rights hereunder and allow the Mortgagee to use the Owner's name as may be required for that purpose;

4.1.7 it will not create or permit to subsist any Lien on the whole or any part of the Vessel except for Liens created with the prior consent of the Mortgagee or Permitted Liens; and

4.1.8 if a libel, arrest, complaint or similar process be filed against the Vessel or the Vessel be otherwise attached, levied upon or taken into custody or detained by virtue of any proceeding in any court or tribunal or by any Government, or other authority, the Owner will promptly notify the Mortgagee thereof by telex, or telefax confirmed by letter, at the address, as

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specified in this Deed, and within [\*] days will cause the Vessel to be released and all liens thereon other than the Mortgage to be discharged, will cause a certificate of discharge to be recorded in the case of any recording of a notice of claim of lien, and will promptly notify the Mortgagee thereof in the manner aforesaid. The Owner will notify the Mortgagee within [\*] hours of any average or salvage incurred by the Vessel.

5. Owner's Covenants as to Insurance.

Section 5.1 The Owner covenants with the Mortgagee and undertakes throughout the Security Period:

5.1.1 to insure the Vessel, or procure that the Vessel is insured, in its name and keep the Vessel and procure that the Vessel is kept insured on an agreed value basis for an amount in Dollars approved by the Mortgagee, provided that at all times:

- (a) the insured value of the Vessel shall at all times be equal to or greater than its fair market value,
- (b) the insured value of the Vessel shall be equal to or greater than [\*] of the then applicable Total Commitment,
- (c) the hull and machinery insurance for the Vessel shall at all times be equal to no less than [\*] of the total insured value of such Vessel and [\*] of the total insured value of the Vessel shall consist of hull interest and freight interest insurance;

through internationally recognized independent first class insurance companies, underwriters, war risks and protection and indemnity associations reasonably acceptable to the Mortgagee in each instance on terms and conditions approved by the Mortgagee (with such approval not to be unreasonably withheld) including as to deductibles but at least in respect of:

- (a) marine risks including all risks customarily and usually covered by first-class and prudent shipowners in the London insurance markets under English marine policies, or the Norwegian Plan or Mortgagee-approved policies containing the ordinary conditions applicable to similar vessels;
  - ( b ) war risks including the Missing Vessel Clause, terrorism, piracy and confiscation and, should institute War and Strike Clauses, Hulls Conditions prevail, the London Blocking and Trapping Addendum and war risks (protection and indemnity) with a separate limit and in excess of the amount for war risks (hull);
  - ( c ) excess risks that is to say the proportion of claims for general average and salvage charges and under the running down clause not recoverable in consequence of the value at which the Vessel is assessed for the purpose of such claims exceeding the insured value;
  - (d) protection and indemnity risks with full standard coverage and up to the highest limit of liability available (for oil pollution risk the highest limit currently available is [\*] for pollution risk and this to be increased if requested by the
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Mortgagee and the increase is possible in accordance with the standard protection and indemnity cover for vessels of its type and is compatible with prudent insurance practice for first class cruise shipowners or operators in waters where the Vessel trades from time to time during the Security Period;

- (e) when and while the Vessel is laid-up, in lieu of hull insurance, normal port risks;
- (f) such other risks as the Mortgagee may from time to time reasonably require;

and in any event in respect of those risks and at those levels covered by first class and prudent owners and/or financiers in the international market in respect of similar tonnage, provided that if any of such insurances are also effected in the name of any other person (other than the Owner or the Mortgagee) such person shall if so required by the Mortgagee execute a first priority assignment a of its interest in such insurances in favor of the Mortgagee in similar terms mutatis mutandis to the relevant Assignment of Earnings and Insurances;

5.1.2 the Mortgagee at the cost of the Owner or the Parent shall take out, in each case, for an amount in Dollars approved by the Mortgagee but not being, collectively, less than [\*] of the sum of the then applicable Total Commitment, mortgagee interest insurance and mortgagee additional perils insurance on such conditions as the Mortgagee may reasonably require, the Parent and the Owner having no interest or entitlement in respect of such policies; the Mortgagee undertakes to use its reasonable endeavors to match the premium level that the Owner or the Parent would have paid if they had arranged such cover on such conditions (as demonstrated to the reasonable satisfaction of the Mortgagee);

5.1.3 if the Vessel shall trade in the United States of America and/or the Exclusive Economic Zone of the United States of America (the "EEZ") as such term is defined in the US Oil Pollution Act 1990 ("OPA"), the Owner shall comply strictly with the requirements of OPA and any similar legislation which may from time to time be enacted in any jurisdiction in which the Vessel presently trades or may or will trade at any time during the existence of the Mortgage and in particular before such trade is commenced and during the entire period during which such trade is carried on the Owner shall:

- (a) pay any additional premiums required to maintain protection and indemnity cover for oil pollution up to the limit available to it for the Vessel in the market;
  - ( b ) make all such quarterly or other voyage declarations as may from time to time be required by the Vessel's protection and indemnity association and to comply with all obligations in order to maintain such cover, and promptly to deliver to the Mortgagee copies of such declarations;
  - (c) submit the Vessel to such additional periodic, classification, structural or other surveys which may be required by the Vessel's protection and indemnity insurers to maintain cover for such trade and promptly to deliver to the Mortgagee copies of reports made in respect of such surveys;
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(d) implement any recommendations contained in the reports issued following the surveys referred to in sub-clause (c) above within the time limit specified therein and provide evidence satisfactory to the Mortgagee that the protection and indemnity insurers are satisfied that this has been done;

(e) in particular strictly comply with the requirements of any applicable law, convention, regulation, proclamation or order with regard to financial responsibility for liabilities imposed on the Owner or the Vessel with respect to pollution by any state or nation or political subdivision thereof, including but not limited to OPA, and provide the Mortgagee on demand with such information or evidence as it may reasonably require of such compliance;

(f) procure that the protection and indemnity insurances do not contain a clause excluding the Vessel from trading in waters of the United States of America and the EEZ or any other provision analogous thereto and provide the Mortgagee with evidence that this is so; and

(g) strictly comply with any operational or structural regulations issued from time to time by any relevant authorities under OPA so that at all times the Vessel falls within the provisions which limit strict liability under OPA for oil pollution;

5.1.4 to give notice forthwith of any assignment of its interest in the Insurances to the relevant brokers, insurance companies, underwriters and/or associations in the form reasonably approved by the Mortgagee;

5.1.5 to execute and deliver all such documents and do all such things as may be necessary to confer upon the Mortgagee legal title to the Insurances in respect of the Vessel and to procure that the interest of the Mortgagee is at all times filed with all slips, cover notes, policies and certificates of entry and to procure (a) that a loss payable clause in the form reasonably approved by the Mortgagee and exceeding [\*] shall be filed with all the hull, machinery and equipment and war risks policies in respect of the Vessel and (b) that a loss payable clause in the form reasonably approved by the Mortgagee and exceeding [\*] shall be endorsed upon the protection and indemnity certificates of entry in respect of the Vessel;

5.1.6 at the Owner's expense the Owner will cause such insurance brokers and the P & I club or association providing P & I insurance to agree to advise the Mortgagee by telex or telecopier confirmed by letter of any expiration, termination, alteration or cancellation of any policy, any default in the payment of any premium and of any other act or omission on the part of the Owner of which it has knowledge and which might invalidate or render unenforceable, in whole or in part, any insurance on the Vessel, and to provide an opportunity of paying any such unpaid premium or call, such right being exercisable by the Mortgagee on a vessel by vessel and not on a fleet basis. In addition, the Owner or the Parent shall promptly provide the Mortgagee with any information which the Mortgagee reasonably requests for the purpose of obtaining or preparing any report from an independent marine insurance consultant as to the adequacy of the insurances effected or proposed to be effected in accordance with the provisions contained herein as of the date hereof or in connection with any renewal thereof, and the Owner or the Parent shall upon demand indemnify the Mortgagee in respect of all reasonable fees and other expenses incurred by or for the account of the Mortgagee

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in connection with any such report; provided the Mortgagee shall be entitled to such indemnity only for one such report during any period of [\*];

5.1.7 to procure that each of the relevant brokers and associations furnish the Mortgagee with a letter of undertaking in such usual form as may be reasonably required by the Mortgagee and waives any lien for premiums or calls except in relation to premiums or calls attributable to the Vessel;

5.1.8 to punctually pay all premiums, calls, contributions or other sums payable in respect of the Insurances on the Vessel and to produce all relevant receipts when so required by the Mortgagee;

5.1.9 to renew each of the Insurances on the Vessel at least [\*] Business Days before the expiry thereof and give immediate notice to the Mortgagee of such renewal and procure that the relevant brokers or associations shall promptly confirm in writing to the Mortgagee that such renewal is effected, it being understood by the Owner that any failure to renew the Insurances on the Vessel at least [\*] Business Days before the expiry thereof or to give or procure the relevant notices of such renewal shall constitute an Event of Default;

5.1.10 to arrange for the execution of such guarantees as may from time to time be required by any protection and indemnity and/or war risks association;

5.1.11 to furnish to the Mortgagee from time to time on request with full information about all Insurances maintained on the Vessel and the names of the offices, companies, underwriters, associations or clubs with which such Insurances are placed;

5.1.12 not to agree to any variation in the terms of any of the Insurances on the Vessel without the prior approval of the Mortgagee (which approval shall not be unreasonably withheld) (save in circumstances where the variation is imposed by the insurers or reinsurers without requiring the Owner's consent in which case the Owner shall notify the Mortgagee of such variation in a timely manner) nor do any act or voluntarily suffer or permit any act to be done whereby any Insurances shall or may be rendered invalid, void, voidable, suspended, defeated or unenforceable and not to suffer or permit the Vessel to engage in any voyage nor to carry any cargo not permitted under any of the Insurances without first obtaining the consent of the insurers or reinsurers concerned and complying with such requirements as to payment of extra premiums or otherwise as the insurers or reinsurers may impose. If a variation in the terms of the Insurances is imposed as aforesaid and in the absolute opinion of the Mortgagee its interest in the Insurances is thereby materially adversely affected and/or the proceeds of the Insurances payable to the Mortgagee would be adversely affected, the Owner undertakes promptly to make such changes to the Insurances, or such alternative Insurance arrangements, provided that such alternative Insurance arrangements are available in the insurance market to the Owner at that time, as the Mortgagee shall reasonably require;

5.1.13 not, without the prior written consent of the Mortgagee, settle, compromise or abandon any claim in respect of any of the Insurances on the Vessel other than a claim of less than [\*] or the equivalent in any other currency and not being a claim arising out of a Total Loss;

5.1.14 promptly furnish the Mortgagee with full information regarding any casualties or other accidents or damage to the Vessel involving an amount in excess of [\*];

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5.1.15 to apply or ensure the appliance of all such sums receivable in respect of the Insurances on the Vessel for the purpose of making good the loss and fully repairing all damage in respect whereof the insurance moneys shall have been received; and

5.1.16 that in the event of the Owner defaulting in insuring and keeping insured the Vessel as hereinbefore provided then the Mortgagee may (but shall not be bound to) insure the Vessel or enter the Vessel in such manner and to such extent as the Mortgagee in its discretion thinks fit and in such case all the cost of effecting and maintaining such insurance together with interest thereon shall be paid on demand by the Owner to the Mortgagee.

6. Owner's Covenants as to Operation and Maintenance.

Section 6.1 The Owner covenants with the Mortgagee and undertakes throughout the Security Period at the Owner's own expense that it will in respect of the Vessel:

6.1.1 keep it in a good and efficient state of repair so as to maintain it to the highest classification available for a vessel of its age and type free of all recommendations and qualifications with DNV GL or another classification society listed on Schedule 7.21 of the Credit Agreement (or another internationally recognized classification society reasonably acceptable to the Facility Agent). On the date hereof and annually thereafter, it will furnish to the Mortgagee a statement by such classification society that such classification is maintained. It will comply with all recommendations, regulations and requirements (statutory or otherwise) from time to time applicable to the Vessel and shall have on board as and when required thereby valid certificates showing compliance therewith and shall procure that all repairs to or replacements of any damaged, worn or lost parts or equipment are carried out (both as regards workmanship and quality of materials) so as not to diminish the value or class of the Vessel. It will not make any materially adverse modifications or alterations to the Vessel or any part thereof without the prior consent of the Mortgagee;

6.1.2 submit it to continuous survey in respect of its machinery and hull and such other surveys as may be required for classification purposes and, if so required by the Mortgagee, supply to the Mortgagee copies in English of the survey reports;

6.1.3 permit surveyors or agents appointed by the Mortgagee to board the Vessel at all reasonable times to inspect its condition or satisfy themselves as to repairs proposed or already carried out and afford all proper facilities for such inspections;

6.1.4 comply, or procure that the relevant Manager will comply, with the ISM Code or any replacement of the ISM Code and in particular, without prejudice to the generality of the foregoing, as and when required to do so by the ISM Code and at all times thereafter:

(a) hold, or procure that the relevant Manager holds, a valid Document of Compliance duly issued to the Owner or the relevant Manager (as the case may be) pursuant to the ISM Code and a valid Safety Management Certificate duly issued to the Vessel pursuant to the ISM Code;

(b) provide the Mortgagee with copies of any such Document of Compliance and Safety Management Certificate as soon as the same are issued;  
and

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( c ) keep, or procure that there is kept, on board the Vessel a copy of any such Document of Compliance and the original of any such Safety Management Certificate;

6.1.5 not employ the Vessel or permit its employment in any trade or business which is forbidden by any applicable law or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render it liable to condemnation in a prize court or to destruction, seizure or confiscation or that may expose the Vessel to penalties. In the event of hostilities in any part of the world (whether war be declared or not) it will not employ the Vessel or permit its employment in carrying any contraband goods;

6.1.6 not (i) cause or permit the Vessel to be operated in any manner contrary to law, (ii) abandon the Vessel in a foreign port, (iii) engage in any unlawful trade or violate any law or carry any cargo that will expose the Vessel to penalty, forfeiture or capture, and (iv) do, or suffer or permit to be done, anything which can or may injuriously affect the registration of the Vessel under the laws and regulations of the Commonwealth of the Bahamas and will at all times keep the Vessel duly documented thereunder;

6.1.7 promptly provide the Mortgagee with:

- (a) all information which the Mortgagee may reasonably require regarding the Vessel, its employment, earnings, position and engagements;
- (b) particulars of all towages and salvages; and
- (c) copies of all charters and other contracts for its employment and otherwise concerning it;

6.1.8 notify the Mortgagee forthwith upon:

(a) any claim for material breach of the ISM Code or the ISPS Code being made against the Owner, an ISM Responsible Person or the manager of the Vessel in connection with the Vessel; or

(b) any other matter, event or incident, actual or which will or could lead to the material non-compliance with the ISM Code or the ISPS Code;

and keep the Mortgagee advised in writing on a regular basis and in such detail as the Mortgagee shall require, of the Owner's and Vessel manager's response to the items referred to in subclauses (a) and (b) above;

6.1.9 give notice to the Mortgagee promptly and in reasonable detail upon any Credit Party becoming aware of:

- (a) accidents to the Vessel involving repairs the cost of which will or is likely to exceed [\*];
  - (b) the Vessel becoming or being likely to become a Total Loss or a Compulsory Acquisition;
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- (c) any recommendation or requirement made by any insurer or classification society or by any competent authority which is not complied with within any time limit relating thereto;
- (d) any writ served against or any arrest of the Vessel or the exercise of any lien or purported lien on the Vessel, its Earnings or Insurances;
- (e) the occurrence of any Event of Default;
- (f) the Vessel ceasing to be registered as a Bahamian vessel or anything which is done or not done whereby such registration may be imperiled;
- (g) it becoming impossible or unlawful for it to fulfill any of its obligations under the Secured Debt Documents; and
- (h) anything done or permitted or not done in respect of the Vessel by any person which is likely to imperil the security created by the Secured Debt Documents;

6.1.10 promptly pay and discharge all debts, damages and liabilities, taxes, assessments, charges, fines, penalties, tolls, dues and other outgoings in respect of the Vessel and keep proper books of account in respect thereof provided always that the Owner shall not be obliged to compromise any debts, damages and liabilities as aforesaid which are being contested in good faith subject always that full details of any such contested debt, damage or liability which, either individually or in aggregate exceeds [\*] shall forthwith be provided to the Mortgagee. As and when the Mortgagee may so require it will make such books available for inspection on behalf of the Mortgagee and provide evidence satisfactory to the Mortgagee that the wages and allotments and the insurance and pension contributions of the master and crew are being regularly paid, that all deductions of crew's wages in respect of any tax liability are being properly accounted for and that the master has no claim for disbursements other than those incurred in the ordinary course of trading on the voyage then in progress or completed prior to such inspection;

6.1.11 maintain the type of the Vessel as at the date hereof and not put the Vessel into the possession of any person without the prior consent of the Mortgagee for the purpose of work being done on it in an amount exceeding or likely to exceed [\*] unless such person shall first have given to the Mortgagee a written undertaking addressed to the Mortgagee in terms reasonably satisfactory to the Mortgagee agreeing not to exercise a lien on the Vessel or its Earnings for the cost of such work or for any other reason;

6.1.12 promptly pay and discharge all liabilities which have given rise, or may give rise, to liens or claims enforceable against the Vessel under the laws of all countries to whose jurisdiction the Vessel may from time to time be subject provided always that the Owner shall not be obliged to compromise any liabilities as aforesaid which are being contested in good faith subject always that full details of any such contested liabilities which, either individually or in aggregate, exceed [\*] shall be forthwith provided to the Mortgagee. If the Vessel is arrested or detained for any reason it will procure the Vessel's immediate release by providing bail or taking such other steps as the circumstances may require;

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6.1.13 give to the Mortgagee at such times as it may from time to time require a certificate, duly signed on the Owner's behalf as to the amount of any debts, damages and liabilities relating to the Vessel and, if so required by any Secured Debt Document or this Deed, forthwith discharge such debts, damages and liabilities to the Mortgagee's satisfaction;

6.1.14 not transfer or change the flag of documentation or home port of the Vessel except to the extent permitted by Section 9.13 of the Credit Agreement;

6.1.15 where the Vessel trades in the territorial waters of the United States of America, take all reasonable precautions to prevent any infringements of the Anti-Drug Abuse Act of 1986 of the United States of America (as the same may be amended and/or re-enacted from time to time hereafter) or any similar legislation applicable to the Vessel in any other jurisdiction in which the Vessel shall trade (a "Relevant Jurisdiction") and, for this purpose shall (inter alia) enter into a "Carrier Initiative Agreement" with the United States' Bureau of Customs and Border Protection (if such is possible) or into voluntary arrangements made under the Customs-Trade Partnership Against Terrorism of the United States of America (if such is possible and appropriate to cruise vessels) and procure that the same (or a similar agreement or arrangement in a Relevant Jurisdiction) is maintained in full force and effect and its obligations thereunder performed by it in respect of the Vessel throughout any period of United States of America (including coastal waters over which it claims jurisdiction) or Relevant Jurisdiction related trading;

6.1.16 not enter into:

(a) any pooling agreement or other arrangement for the sharing of any of the Earnings or the expenses of the Vessel; or

(b) any (x) demise or bareboat charter other than a demise or bareboat charter of the Vessel made with another member of the NCLC Group or (y) charter or other form of deployment of the Vessel to a charterer that is not a member of the NCLC group (A) which, with the exercise of any options for extension, could be for a period longer than 13 months or (B) which is other than at or about market rate at the time when the charter or deployment is fixed, unless, in each case, the Owner procures (or in the case of clause (y) uses commercially reasonable efforts to procure) that (i) each of the Owner and the charterer assigns the benefit of any such charter to the Mortgagee, (ii) each of the Owner and the charterer assigns its interest in the insurances in respect of the Vessel to the Mortgagee, and (iii) the charterer agrees to subordinate its interests in the Vessel to the interests of the Mortgagee, all on terms and conditions reasonably acceptable to the Mortgagee.

The Owner hereby agrees that at any time and from time to time (and to the extent that the same has, where applicable, been approved by the Mortgagee in accordance with the above provisions) upon entering into any (a) charter or similar contract that has as of the execution date of such charter or similar contract a remaining term of 13 months or greater (including any renewal option) and (b) demise or bareboat charter of the Vessel with another member of the NCLC Group, it will promptly and duly execute and deliver to and in favor of the Mortgagee at the cost and expense of the Owner an Assignment of Charters and it will promptly execute and deliver any and all such further instruments and

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documents as the Mortgagee, and its successors, transferees or assignees, may reasonably require in order to obtain the full benefits of this Assignment, the Assignment of Charters and of the rights and powers herein and therein granted. The Owner covenants to use commercially reasonable efforts to obtain the consent of the charterer under said charter to the Assignment of Charters pursuant to the terms of the Assignment of Charters or in other form and substance reasonably satisfactory to the Mortgagee;

6.1.17 except with the prior consent of the Mortgagee (not to be unreasonably withheld), not:

(a) permit any person other than the relevant Manager to be the manager of, including providing crewing services to, the Vessel;

( b ) permit any amendment to be made to the terms of the management agreement in respect of the Vessel that is materially adverse to the Mortgagee, provided that the amendment does not imperil the security to be provided pursuant to the Secured Debt Documents or adversely affect the ability of any Credit Party to perform its obligations under the Secured Debt Documents; or

(c) permit the Vessel to be employed other than within the NCL Group or NCL America brand (as applicable);

6.1.18 to comply in relation to the Vessel with the ISPS Code or any replacement of the ISPS Code and in particular, without limitation:

(a) to procure that the Vessel and the company responsible for the Vessel's compliance with the ISPS Code comply with the ISPS Code;

(b) to maintain for the Vessel throughout the Security Period a valid and current ISSC; and

6.1.19 to provide the Mortgagee with a copy of any such ISSC as soon as the same is issued.

7. Expenses.

Section 7.1 The Owner undertakes to pay to the Mortgagee on demand all reasonable and documented moneys whatsoever which the Mortgagee shall or may expend be put to or become liable for in or about the protection, maintenance or enforcement of the security created by this Deed and the other Secured Debt Documents or in or about the exercise by the Mortgagee of any of the powers vested in it under this Deed or under any of the other Secured Debt Documents and to pay interest thereon at the Default Rate from the date of demand until the date of actual receipt (whether before or after any relevant judgment).

Section 7.2 The Owner undertakes to pay on demand to the Mortgagee (or as it may direct) the amount of all investigation and legal expenses of any kind whatsoever, stamp duties (if any), registration fees and any other charges incurred by the Mortgagee in connection with the

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preparation, completion and registration of the Secured Debt Documents or otherwise in connection with the Secured Obligations and the security therefor.

8. Protection and Maintenance of Security.

Section 8.1 The Mortgagee shall without prejudice to its other rights and powers hereunder be entitled (but not bound) at any time and as often as may be necessary to take any such action as it may in its absolute discretion think fit for the purpose of protecting the security created by this Deed and the other Secured Debt Documents and each and every reasonable and documented expense or liability so incurred by the Mortgagee in or about the protection of the security shall be repayable to it by the Owner on demand together with interest thereon at the Default Rate from the date of demand until the date of actual receipt whether before or after any relevant judgment.

Section 8.2 Without prejudice to the generality of the foregoing:

8.2.1 if the provisions of Section 5.1 or any of them are not complied with the Mortgagee shall be at liberty to effect and thereafter to maintain all such insurances upon the Vessel as it in its discretion may think fit;

8.2.2 if the provisions of Sections 6.1.1 and 6.1.3 or any of them are not complied with the Mortgagee shall be at liberty to arrange for the carrying out of such repairs and/or surveys as it deems expedient or necessary;

8.2.3 if the provisions of Section 6.1.8 or any of them are not complied with the Mortgagee shall be at liberty to pay and discharge all such debts, damages and liabilities, taxes, assessments, charges, fines, penalties, tolls, dues and other outgoings as are therein mentioned and/or take any such measures as it deems expedient or necessary for the purpose of securing the release of the Vessel; and

8.2.4 if the Mortgagee receives notice of any security created or arising after the date of this Deed in respect of the Vessel (other than a Permitted Lien) or makes demand of the Owner for payment of any or all of the Secured Obligations in accordance with the Secured Debt Documents:

( a ) the Mortgagee may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and

( b ) thereafter any amounts paid by the Owner to the Mortgagee in respect of the Secured Obligations, or realised or recovered by the Mortgagee under this Deed, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations

and each and every expense or liability so incurred by the Mortgagee shall be recoverable from the Owner as provided in Section 7.1 together with interest thereon at the Default Rate.

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9. Enforcement of Rights.

Section 9.1 Upon the occurrence and during the continuance of an Event of Default the Mortgagee shall become forthwith entitled as and when it may see fit to put into force and to exercise all the powers possessed by it as mortgagee and chargee of the Mortgaged Premises and in particular:

9.1.1 to take possession of the Vessel;

9.1.2 to require that all policies, contracts and other records relating to the Insurances (including details of and correspondence concerning outstanding claims) be forthwith delivered to such brokers as the Mortgagee may nominate;

9.1.3 to collect, recover, compromise and give a good discharge for all claims then outstanding or thereafter arising under the Insurances or any of them and to take over or institute (if necessary using the name of the Owner) all such proceedings in connection therewith as the Mortgagee in its absolute discretion may think fit and to permit the brokers through whom collection or recovery is effected to charge the usual brokerage therefor;

9.1.4 to discharge, compound, release or compromise claims in respect of the Vessel which have given or may give rise to any charge or lien on the Vessel or which are or may be enforceable by proceedings against the Vessel;

9.1.5 to sell the Vessel or any share therein with or without prior notice to the Owner and with or without the benefit of any charterparty by public auction or private contract at home or abroad and upon such terms as the Mortgagee in its absolute discretion may determine with power to postpone any such sale and without being answerable for any loss occasioned by such sale or resulting from postponement thereof;

9.1.6 pending sale of the Vessel, to manage, insure, maintain and repair the Vessel and to employ or lay up the Vessel in such manner and for such period as the Mortgagee in its absolute discretion may deem expedient and for the purposes aforesaid the Mortgagee shall be entitled to do all acts and things incidental or conducive thereto and in particular to enter into such arrangements respecting the Vessel, its insurance, management, maintenance, repair and employment in all respects as if the Mortgagee were the owners of the Vessel and without being responsible for any loss thereby incurred;

9.1.7 to recover from the Owner on demand any such losses as may be incurred by the Mortgagee in or about the exercise of the power vested in the Mortgagee under Section 9.1.6; and/or

9.1.8 to recover from the Owner on demand all expenses, payments and disbursements incurred by the Mortgagee in or about or incidental to the exercise by it of any of the powers aforesaid together with interest thereon at the Default Rate,

provided always that upon any sale of the Vessel or any share therein by the Mortgagee pursuant to Section 9.1.5 the purchaser shall not be bound to see or enquire whether the Mortgagee's power of sale has arisen in the manner herein provided and the sale shall be deemed to be within the power of the Mortgagee and the receipt of the Mortgagee for the purchase money shall effectively discharge

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the purchaser who shall not be concerned with the manner or application of the proceeds of sale or be in any way answerable therefor.

10. Application of Moneys.

All moneys received by the Mortgagee in respect of:

Section 10.1 sale by the Mortgagee of the Vessel or any share therein;

Section 10.2 recovery under the Insurances; or

Section 10.3 Compulsory Acquisition Compensation;

shall be applied by it in accordance with Section 4.05 of the Credit Agreement.

11. Receivers.

Section 11.1 At any time after the occurrence and during the continuation of an Event of Default, or if the Owner requests it to do so, the Mortgagee may by a written instrument and without notice to the Owner appoint one or more suitably experienced and reputable persons as Receiver of all or any part of the Vessel, each such person being entitled to act individually as well as jointly and being for all purposes the agent of the Owner.

Section 11.2 The appointment of a Receiver pursuant to Section 11.1 shall be deemed to be subject to the following provisions:

11.2.1 the Receiver shall be the agent of the Owner, and the Owner alone shall be responsible for his acts, defaults and payment of remuneration;

11.2.2 the Receiver shall be entitled to remuneration for services at a rate to be determined by the Mortgagee (acting reasonably) from time to time on the basis of charging from time to time adopted by him or his firm (without being limited to the maximum rate specified by the Law of Property Act 1925);

11.2.3 any Receiver shall have and be entitled to exercise all the rights, powers and remedies conferred upon the Mortgagee by this Deed and by applicable law with respect to the Vessel and/or the Mortgage (including, without limitation, all of the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Owner itself could do or omit to do); and

11.2.4 any Receiver shall have the power to do all things (including bringing or defending proceedings in the name or on behalf of the Owner) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in such Receiver or (b) the exercise of the Mortgage.

Sections 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed pursuant to Section 11.1.

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In addition to the powers conferred on the Mortgagee by this Deed, each Receiver appointed pursuant to Section 11.1 shall have in relation to the Vessel (i) all the powers conferred by the Law of Property Act 1925 (as extended by this Deed) on a Receiver appointed under that Act and (ii) (whether or not such Receiver is an administrative receiver) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986.

12. No Waiver.

No delay or omission of the Mortgagee to exercise any right or power vested in it under the Secured Debt Documents or any of them shall impair such right or power or be construed as a waiver of or as acquiescence in any default by the Owner and in the event of the Mortgagee at any time agreeing to waive any such right or power such waiver shall be revocable by the Mortgagee at any time and the right or power shall thenceforth be again exercisable as though there had been no such waiver.

13. Power of Delegation.

The Mortgagee shall be entitled at any time and as often as may be expedient to delegate all or any of the powers and discretions vested in it by the Secured Debt Documents or any of them (including the power vested in it by virtue of Section 14) in such manner upon such terms and to such persons as the Mortgagee in its absolute discretion may think fit.

14. Power of Attorney.

Section 14.1 By way of security for the performance of its obligations under this Deed, the Owner hereby irrevocably appoints each of the Mortgagee and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Owner is obliged to do under the terms of this Deed or which such attorney considers necessary or desirable in order to enable the Mortgagee or such attorney to exercise the rights conferred on it by this Deed or by law. Provided always that such power shall not be exercisable by or on behalf of the Mortgagee until the occurrence of an Event of Default which is continuing.

Section 14.2 The Owner hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Deed shall do in its capacity as such.

15. Further Assurance.

The Owner hereby further undertakes at its own expense to execute, sign, perfect, do and (if required) register every such further assurance document, act or thing as in the opinion of the Mortgagee may be necessary or desirable for the purpose of more effectually mortgaging and charging the Mortgaged Premises or perfecting the security constituted thereby.

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16. Assignment.

The Mortgagee may not resign, assign or transfer in its capacity as security trustee, except in accordance with the terms of the Security Trust Deed.

17. Waiver of Rights as Surety.

Section 17.1 The rights of the Mortgagee under the Mortgage and/or this Deed, the security constituted by the Mortgage and/or this Deed and the warranties, covenants, obligations and undertakings of the Owner contained in the Mortgage and/or, this Deed shall not in any way be discharged, impaired or otherwise affected by:

17.1.1 any forbearance (whether as to payment or otherwise) or any time or other indulgence granted to any other party to any one or more of the Secured Debt Documents under or in connection with any of the Secured Debt Documents;

17.1.2 any amendment or variation of any of the Secured Debt Documents;

17.1.3 any failure of any of the Secured Debt Documents to be legal, valid, binding and enforceable in relation to any Credit Party for any reason whatsoever;

17.1.4 the winding-up or dissolution of any Credit Party,

17.1.5 the release (whether in whole or in part) of, or the entering into of any compromise or composition with, any Credit Party; or

17.1.6 any other act, omission, thing or circumstance which would or might, but for this provision, operate to discharge, impair or otherwise affect the same.

Section 17.2 Until the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all commitments under the Secured Debt Documents have been terminated the Owner shall not by virtue of any payment made hereunder or under the Mortgage on account of the Secured Obligations or by virtue of any enforcement by the Mortgagee of its rights under, or the security constituted by, the Mortgage and/or this Deed or by virtue of any relationship between or transaction involving, the Owner and any Credit Party:

17.2.1 exercise any rights of subrogation in relation to any rights, security or moneys held or received or receivable by the Mortgagee or any other person; or

17.2.2 exercise any right of contribution from any Credit Party under any one or more of the Secured Debt Documents; or

17.2.3 exercise any right of set-off or counterclaim against any Credit Party; or

17.2.4 receive, claim or have the benefit of any payment, distribution, security or indemnity from any Credit Party; or

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17.2.5 unless so directed by the Mortgagee (when the Owner will prove in accordance with such directions), claim as a creditor of any Credit Party in competition with the Mortgagee, and the Owner shall hold in trust for the Mortgagee and forthwith pay or transfer (as appropriate) to the Mortgagee any such payment (including an amount equal to any such set-off), distribution or benefit of such security, indemnity or claim in fact received by it.

Section 17.3 The Owner's liabilities under this Deed shall not be in any way affected by any total or partial discharge of liabilities or variation of terms which is effected by or connected with any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country.

18. No Obligations Imposed on Mortgagee.

Without prejudice to paragraph 10 of Schedule 1 of the Merchant Shipping Act 1995, the Owner shall remain liable to perform all obligations connected with the Mortgaged Premises and the Mortgagee shall not, in any circumstances, have or incur any obligation of any kind in connection with the Mortgaged Premises.

19. Law of Property Act 1925 not applicable.

The Owner hereby waives the entitlement conferred by section 93 of the Law of Property Act 1925 and agrees that section 103 of that Act shall not apply to the security created by the Mortgage and this Deed.

20. No Liability of Mortgagee.

The Mortgagee shall not be obliged to check the nature or sufficiency of any payment received by it or him under the Mortgage or this Deed or to preserve, exercise or enforce any right forming part of, or relating to, any item of the Mortgaged Premises.

21. No Requirement to Commence Proceedings.

The Mortgagee will not need to commence any proceedings under, or enforce any lien created by the Secured Debt Documents before commencing proceedings under, or enforcing any lien created by, the Mortgage or this Deed.

22. No Restriction on Other Rights.

Nothing in the Mortgage or this Deed shall be taken to exclude or restrict any power, right or remedy which the Mortgagee or any other Credit Party may at any time have under:

- (a) any other Secured Debt Document; or
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(b) the law of any country or territory the courts of which have or claim any jurisdiction in respect of the Owner, the Vessel or any other item of the Mortgaged Premises.

23. Exercise of Other Rights.

The Mortgagee may exercise any right under the Mortgage and this Deed before it or any other Credit Party has exercised any right referred to in Section 22(a) or (b) above.

24. Settlement or Discharge Conditional.

Any settlement or discharge under the Mortgage and this Deed (or either of them) between the Mortgagee or any other Credit Party and the Owner shall be conditional upon no security or payment to the Mortgagee or any other Credit Party by the Owner or any other person being set aside, adjusted or ordered to be repaid, whether under any insolvency law or otherwise.

25. Severability of Provisions.

If any provision of this Deed is or subsequently becomes void, unenforceable or illegal, that shall not affect the validity, enforceability or legality of the other provisions of this Deed or of the provisions of any other Secured Debt Document.

26. Notices.

Section 26.1 Each communication to be made hereunder shall unless otherwise stated, be made in writing by telefax or letter.

Section 26.2 Any notice, demand, communication or document to be made or delivered by the Mortgagee to the Owner pursuant to this Deed shall (unless the Owner has by fifteen (15) days' written notice to the Mortgagee specified another address) be made or delivered to the Owner at c/o 7665 Corporate Center Drive, Miami, Florida 33126, United States of America (marked for the attention of the Chief Financial Officer, telefax no +1 305 436 4140, and the Legal Department, telefax no +1 305 436 4117) (but one (1) copy shall suffice) and shall be deemed to have been made or delivered (in the case of any communication made by telefax) when transmission of such telefax communication has been completed or (in the case of any communication made by letter) when left at that address or (as the case may be) five (5) days after being deposited in the post postage prepaid in an envelope addressed to it at that address; provided that any communication or document to be made or delivered to the Mortgagee shall be effective only when received by the Mortgagee and then only if the same is expressly marked for the attention of the department or officer specified by the Mortgagee for this purpose from time to time.

Section 26.3 Each communication and document made or delivered by one (1) party to another party or parties pursuant to this Deed shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof.

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27. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE.

Section 27.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the Laws of England and for the exclusive benefit of the Mortgagee the Owner hereby irrevocably submits to the jurisdiction of the High Courts of Justice in England. Such submission shall not limit the right of the Mortgagee to commence any proceedings relating to this Deed (in addition or alternatively) in any other jurisdiction which the Mortgagee deem fit.

Section 27.2 For the purpose of any legal proceedings arising out of or in connection with the Mortgage and/or this Deed the Owner irrevocably appoints the Process Agent as its agent to accept service on its behalf without prejudice to any other lawful means of service.

Section 27.3 **THE OWNER HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION DEED BROUGHT IN THE COURTS REFERRED TO IN SECTION 27.1 ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

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IN WITNESS WHEREOF, the Owner and the Mortgagee have caused this Deed to be duly executed by each of their authorized representatives the day and year first above written.

Signed as a deed and delivered on behalf of **SEAHAWK TWO, LTD.**, a Bermuda company, as Owner, by [full name of person signing], being a person who, in accordance with the laws of that territory is acting under the authority of the company

SEAHAWK TWO, LTD.,

By: \_\_\_\_\_  
Name:  
Title:

Signed as a deed and delivered on behalf of **KFW IPEX-BANK GMBH.**, a bank organized under the laws of Germany, as Mortgagee, by [full name of person signing], being a person who, in accordance with the laws of that territory is acting under the authority of the bank

By: \_\_\_\_\_  
Name:  
Title:

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Dated [●] 2014

**HULL NO. [\*]**

**FORM OF ASSIGNMENT OF CONTRACTS**

between

**SEAHAWK TWO, LTD.**  
as Borrower

and

**KFW IPEX-BANK GMBH**  
as Collateral Agent

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**THIS ASSIGNMENT (this Assignment) is dated [●] 2014**

**BETWEEN:**

- (1) **SEAHAWK TWO, LTD.**, a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "**Borrower**"); and
- (2) **KFW IPEX-BANK GMBH**, as collateral agent for and on behalf of the Secured Creditors (the "**Collateral Agent**", which expression includes any person which is for the time being a collateral agent for the Secured Creditors for the purposes of this Assignment).

**RECITALS**

- (A) The Lenders are willing to make a loan facility available to the Borrower on the terms and subject to the conditions set out in the Credit Agreement, on condition that the Borrower enters into this Assignment as security for its obligations and Liabilities as Borrower under or in relation to the Credit Documents.
- (B) The Board of Directors of the Borrower is satisfied that the Borrower is entering into this Assignment for the purposes of its business and that its doing so benefits the Borrower.
- (C) The Borrower and the Collateral Agent intend this Assignment to take effect as a deed.
- (D) The Collateral Agent holds the benefit of this Assignment on trust for itself and for the Secured Creditors on the terms of the Credit Agreement and the Security Trust Deed.

**1. INTERPRETATION**

**1.1 Definitions**

In this Assignment the following terms have the meanings given to them in this Clause.

"**Acknowledgment of Assignment**" means a duly completed acknowledgement of assignment in the form set out in the relevant Part of Schedule 2 (*Forms of Acknowledgement of Assignment*) being:

- (a) Part 1, in the case of the Construction Contract;
- (b) Part 2, in the case of the Refund Guarantees; and
- (c) Part 3, in the case of the Construction Risks Insurance Policies; and

or in each case in such other form as may be approved by the Collateral Agent.

"**Agreed Rate**" means the rate specified in section 2.06(b) and 2.06(c) (*Interest*) of the Credit Agreement.

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“**Assigned Rights**” means the Borrower’s rights, title, interest and benefits in, to and in respect of the Contracts.

“**Construction Contract**” shall mean the shipbuilding contract in relation to the Vessel originally dated 14 June 2013 as subsequently novated, amended and restated on [insert date] July 2014, between the Yard in that capacity, the Borrower as buyer of the Vessel and the Parent as guarantor of the Borrower.

“**Construction Risks Insurance Policies**” any and all insurance policies from time to time issued for the benefit of the Shipbuilder and the Borrower in connection with the construction of the Vessel under the Construction Contract.

“**Contracts**” means each of the:

- (a) the Construction Contract;
- (b) the Refund Guarantees; and
- (c) the Construction Risks Insurance Policies.

“**Credit Agreement**” means the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (each as defined therein).

“**Credit Agreement Obligations**” means “Credit Document Obligations” as defined in the Credit Agreement.

“**Event of Default**” means an “Event of Default” as defined in the Credit Agreement.

“**Lender Creditors**” means the Agents and the Lenders.

“**Liability**” means any liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“**Notice of Assignment**” means a duly completed notice of assignment in the form set out in the relevant Part of Schedule 1 (*Forms of Notice of Assignment*) being:

- (a) Part 1, in the case of the Construction Contract;
- (b) Part 2, in the case of each Refund Guarantees;
- (c) Part 3, in the case of the Construction Risks Insurance Policies;

or in each case such other form as may be approved by the Collateral Agent.

“**Other Creditors**” means each Lender or any affiliate thereof with which the Borrower and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit

Agreement for any reason), together with such Lender's or affiliate's successors and assigns, if any.

"**Parent**" means NCL Corporation Ltd., a Bermuda company.

"**Receiver**" means a receiver and manager or any other receiver (whether appointed pursuant to this Assignment, pursuant to any statute, by a court or otherwise) of any of the Assigned Rights.

"**Refund Guarantees**" means any and all refund guarantees from time to time issued in favour of the Borrower to secure certain obligations of the Shipbuilder under the Construction Contract other than any refund guarantees issued by KfW IPEX-Bank GmbH acting in its capacity as a refund guarantor.

"**Secured Creditors**" means the Lender Creditors and the Other Creditors.

"**Secured Obligations**" means the Credit Agreement Obligations and the Other Obligations.

"**Security**" means the security created by this Assignment.

"**Security Period**" means the period beginning on the date of this Assignment and ending on the date upon which the Collateral Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Credit Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) contingent liabilities for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement).

"**Security Trust Deed**" means the security trust deed dated on or about the date hereof between, *inter alia*, the Collateral Agent as security trustee, the Facility Agent and the Lenders.

"**Shipbuilder**" means Meyer Werft GmbH.

## 1.2 Continuing Event of Default

An Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue and (b) such Event of Default has not been waived in accordance with the terms of the Credit Documents.

## 1.3 Defined Terms

Unless this Assignment provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Assignment.

#### 1.4 **References to Agreements**

Unless otherwise stated, any reference in this Assignment to any agreement or document (including any reference to this Assignment or any other Credit Document) shall be construed as a reference to:

- (a) such agreement or document as amended, varied, novated or supplemented from time to time;
- (b) any other agreement or document whereby such agreement or document is so amended, varied, novated or supplemented; and
- (c) any other agreement or document entered into pursuant to or in accordance with such agreement or document.

#### 1.5 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

#### 1.6 **Statutes**

Any reference in this Assignment to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

#### 1.7 **Implied Covenants**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 3.1 (*Assignment*) or Clause 3.2 (*Notice of Assignment*):

- (a) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in Section 3(1);
- (b) the words “except to the extent that” and all the words thereafter in Section 3(2); and
- (c) Section 6(2).

#### 1.8 **Third Party Rights**

It is intended that with the consent of the Collateral Agent each of the other Secured Creditors shall be able to enforce the provisions of Clause 16.4 *Currency Indemnity* (which can be amended with the consent of the Collateral Agent but without the consent of the other Secured Creditors), but otherwise a person which is not a party to this Assignment, shall have no rights to enforce the provisions of this Assignment other than those it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.

1.9 **Clause and Schedule Headings**

Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Assignment.

2. **COVENANT TO PAY**

2.1 **Covenant to Pay**

The Borrower agrees that promptly on demand of the Collateral Agent it will pay to the Collateral Agent any Secured Obligation which is due but unpaid.

2.2 **Interest**

Any Secured Obligation which is owed by the Borrower under this Assignment and is not paid when due shall bear interest at the Agreed Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Borrower on demand of the Collateral Agent.

3. **LEGAL ASSIGNMENT**

3.1 **Assignment**

The Borrower hereby assigns with full title guarantee the Assigned Rights to the Collateral Agent to hold the same on behalf of the Secured Creditors on the terms set out in the Security Trust Deed as security for the payment and discharge of the Secured Obligations.

3.2 **Non-Assignable Rights**

The Borrower declares that to the extent that any right, title, interest or benefit described in Clause 3.1 (*Assignment*) is for any reason not effectively assigned pursuant to Clause 3.1 (*Assignment*) for whatever reason, it shall:

- (a) hold the benefit of the same on trust for the Collateral Agent as security for the payment and discharge of the Secured Obligations; and
- (b) promptly upon becoming aware of the same, notify the Collateral Agent of the same and the reasons therefore and thereafter take such steps as the Collateral Agent may reasonably require to remove such prohibition or other reason for such incapacity.

3.3 **Notice of Assignment**

- (a) As soon as practicable after the execution of this Assignment, the Borrower shall deliver to each party to the Contracts as of the date hereof, a Notice of Assignment signed by the Borrower.
- (b) As soon as practicable after the execution of any Refund Guarantee or Construction Risks Insurance Policy entered into after the date of this Assignment, the Borrower shall deliver to each refund guarantor or broker (as

applicable), a Notice of Assignment in respect of such Refund Guarantee or Construction Risks Insurance Policy (as applicable).

#### 3.4 **Acknowledgment of Assignment**

The Borrower shall use commercially reasonable efforts to procure that as soon as practicable after each other party to the Contracts receives a Notice of Assignment, such other party shall deliver to the Collateral Agent an Acknowledgment of Assignment, in substantially the form attached hereto or otherwise reasonably acceptable to the Collateral Agent.

### 4. **THE CONTRACT**

#### 4.1 **No Dealings with the Contract**

- (a) The Borrower acknowledges that at all times during the Security Period and other than as expressly set out below, it shall not (nor shall it be entitled to):
- (i) receive (A) any refunds, payments or damages payable as a consequence of the repudiation or termination of the Construction Contract, (B) during the continuance of an Event of Default, any other sums from time to time payable to the Borrower under or in respect of the Construction Contract or (C) any payments under or in respect of the Refund Guarantees;
  - (ii) agree to any waiver or amendment of or supplement to the terms of the Refund Guarantees other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
  - (iii) agree to any waiver or amendment of or supplement to the terms of any Construction Risks Insurance Policy other than any waiver, amendment or supplement (A) of a technical nature or (B) agreed to be necessary by the insured parties under the Construction Risks Insurance Policy to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security, the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents;
  - (iv) terminate, or allow to be terminated, Refund Guarantee other than where an equivalent replacement Refund Guarantee is entered into by the Borrower on or prior to such termination or where the prior written consent is given by the Collateral Agent (not to be unreasonably withheld) to such termination;
  - (v) terminate, or allow to be terminated, any Construction Risks Insurance Policy other than where an equivalent replacement Construction Risks Insurance Policy is entered into by the Borrower on or prior to such termination or where the prior written consent is given by the

Collateral Agent (not to be unreasonably withheld) to such termination; or

(vi) assign, charge or dispose of the Contracts, any of the Assigned Rights.

(b) Notwithstanding anything to the contrary herein, the Borrower may make amendments, modifications or changes to any term or provision of the Construction Contract other than material amendments, modifications or changes to any term or provision of the Construction Contract that would change (i) the purpose of the Vessel or (ii) the Initial Construction Price in excess of [\*] in the aggregate, in each case unless such amendment, modification or change is approved in advance by the Facility Agent and the same could not reasonably be expected to be adverse to the interests of the Lenders or the Hermes Cover.

(c) The Borrower acknowledges that at all times during the Security Period any payments under or in respect of the Construction Risks Insurance Policies shall be made in accordance with the Loss Payable Clause set out in the Annex to Part 3 (*Form of Notice of Assignment to the Broker*) of Schedule 1 (*Forms of Notice of Assignment*).

#### 4.2 **Performance of Obligations**

The Borrower shall take, or cause to be taken, all steps reasonably required by the Collateral Agent to preserve or protect its interests and the interests of the Collateral Agent in the Contracts and shall diligently pursue any remedies available to it in respect of any breaches or claims of any party in connection with any of the Contracts which are necessary to preserve, protect and enforce the interests of the Collateral Agent in the Contracts.

### 5. **CONTINUING SECURITY**

#### 5.1 **Continuing and Independent Security**

This Assignment shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Collateral Agent may have at any time for the Secured Obligations or any of them.

#### 5.2 **New Accounts**

If the Collateral Agent receives notice of any security created or arising during the Security Period in respect of the Contracts or any of the Assigned Rights, or following the occurrence and during the continuation of an Event of Default makes demand of the Parent or the Borrower for payment of any or all of the Secured Obligations:

(a) the Collateral Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and

- (b) thereafter any amounts paid by the Parent or the Borrower to the Collateral Agent in respect of the Secured Obligations, or realised or recovered by the Collateral Agent under this Assignment, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

**5.3 Avoidance of Payments**

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Collateral Agent may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Collateral Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Assignment and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

**5.4 Immediate Recourse**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it or them by this Assignment or by law to seek to recover amounts due from the Parent or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations.

**5.5 Waiver of Defences**

Neither the obligations of the Borrower under this Assignment nor the Security and the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law, shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person;
- (b) any of the Secured Obligations or any other security held by the Collateral Agent in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Collateral Agent in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Collateral Agent in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Collateral Agent in respect of the Secured Obligations or any of them; or

- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Borrower under this Assignment, the Security or any of the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law.

5.6 **Appropriation**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Collateral Agent for application pursuant to the terms of this Assignment, until the earlier of:

- (a) the date on which such monies are sufficient to satisfy the Secured Obligations in full and any money so applied could not be the subject of any clawback or similar circumstance; and
- (b) the date on which the Security has been enforced in full and all other remedies that the Collateral Agent may have under or in connection with the Credit Documents in all relevant jurisdictions have been exhausted.

6. **REPRESENTATIONS AND WARRANTIES**

The Borrower makes the representations and warranties set out in Clauses 6.1 (*Entity Status*) to 6.8 (*Contract Terms*). The Borrower acknowledges that the Collateral Agent has entered into this Assignment in reliance on those representations and warranties.

6.1 **Entity Status**

The Borrower (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted and (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

6.2 **Power and Authority**

The Borrower has the power to enter into and perform this Assignment and the transactions contemplated hereby and has taken all necessary action to authorize the entry into and performance of this Assignment and such transactions. This Assignment constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms and in entering into this Assignment and borrowing the Loans, the Borrower is acting on its own account.

**6.3 Form of Documentation**

This Assignment is in proper legal form (under the laws of England, Bermuda and each other jurisdiction where the Borrower is domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of this Assignment in England and/or Bermuda it is not necessary that this Assignment be filed or recorded with any court or other authority in England and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8 of the Credit Agreement, as applicable.

**6.4 No Deductions or Withholdings**

All amounts payable by the Borrower hereunder may be made free and clear of and without deduction or withholding for or on account of any Taxation in the Borrower's jurisdiction.

**6.5 No Filing or Stamp Taxes**

It is not necessary that this Assignment be filed, recorded or enrolled with any court or other authority in England (or any other applicable jurisdiction) except as have been made or will be made in accordance with the Credit Agreement, or that any stamp, registration or similar tax be paid on or in relation to this Assignment save (i) to the extent that it may be regarded as constituting a charge over book debts and thus as registrable under the Companies Act 2006 and (ii) recording taxes which have been or will be paid as and to the extent due.

**6.6 No Adverse Interests**

Subject only to the Security and as otherwise contemplated under the Credit Agreement, no person other than the Borrower has any legal or beneficial interest (or any right to claim any such interest) in the Assigned Rights or any part thereof and the Borrower has not received notice of any such claim.

**6.7 No Disposals**

Save as permitted by the Credit Agreement or this Assignment, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of the Assigned Rights.

**6.8 Contract Terms**

The terms of the Contracts do not restrict or otherwise limit its right to transfer, charge or assign any of the Assigned Rights pursuant to this Assignment.

**6.9 Repetition**

The representations and warranties set out in this Clause 6:

- (a) shall survive the execution of each Credit Document and each Borrowing under the Credit Agreement; and

- (b) are made on the date of this Assignment and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

## **7. UNDERTAKINGS**

### **7.1 Authorisations**

The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Assignment and to ensure the legality, validity, enforceability or admissibility in evidence in England and any other applicable jurisdiction of this Assignment.

### **7.2 No Action**

The Borrower shall not take any action which would cause any of the representations made in Clause 6 (*Representations and Warranties*) to be untrue in any material respect at any time during the Security Period.

### **7.3 Notification of Misrepresentation**

The Borrower shall notify the Collateral Agent of the occurrence of any event which results in or may reasonably be expected to result in any of the representations made in Clause 6 (*Representations and Warranties*) being untrue in any material respect when made or when deemed to be repeated.

### **7.4 Information**

- (a) The Borrower shall provide the Collateral Agent with such reports and other information regarding the Contracts as the Collateral Agent may from time to time reasonably request.
- (b) Following the Initial Borrowing Date, the Borrower shall, as soon as reasonably practicable after an additional Refund Guarantee has been issued, deliver a supplement to Schedule 3 (*Details of Refund Guarantees*) to the Collateral Agent with updated information relating to such Refund Guarantee.

### **7.5 Delivery of Cash**

Following the occurrence and during the continuation of an Event of Default, the Borrower shall promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received on account of any of the Contracts in the form received (properly endorsed, but without recourse, for collection where required) to the Collateral Agent and shall not commingle any such collections or proceeds with its other funds or property and shall hold the same upon an express trust for and on behalf of the Collateral Agent until delivered.

**7.6 Delivery of Notices**

The Borrower shall promptly deliver a copy of any notice or other correspondence received by it in connection with any of the Contracts to the Collateral Agent if such notice or correspondence has had or could reasonably be expected to have a material adverse effect on the value of such Contract.

**8. FURTHER ASSURANCE**

The Borrower shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Assignment or to exercise any of the rights conferred on it by this Assignment or by law and to that intent the Borrower shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

**9. ENFORCEMENT OF SECURITY**

**9.1 Security Enforceable**

The Security shall become immediately enforceable if an Event of Default has occurred and is continuing.

**9.2 Enforcement**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Assignment or by law at such times and in such manner as it thinks fit.

**9.3 Power of Sale**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may (without notice to the Borrower) sell or otherwise dispose of the Assigned Rights and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Assignment.

**9.4 Statutory Powers**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Assignment.

**9.5 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Assignment or to any exercise by the Collateral Agent of its right to consolidate mortgages or its power of sale.

**9.6 Realisation Accounts**

If the Collateral Agent enforces the Security (whether by appointment of a Receiver or otherwise), the Collateral Agent may open and maintain with such financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Assignment into any such realisation account pending the application of such moneys pursuant to Clause 11 (*Application of Proceeds*).

**10. RECEIVERS**

**10.1 Appointment of Receivers**

At any time after the occurrence and during the continuation of an Event of Default, or if the Borrower requests it to do so, the Collateral Agent may by a written instrument and without notice to the Borrower appoint one or more persons as Receiver of all or any part of the Assigned Rights, each such person being entitled to act individually as well as jointly and being for all purposes the agent of the Borrower.

**10.2 Powers of a Receiver**

In addition to the powers conferred on the Collateral Agent by this Assignment, each Receiver appointed pursuant to Clause 10.1 (*Appointment of Receivers*) shall have in relation to the Assigned Rights in respect of which such Receiver was appointed all the powers conferred by the Law of Property Act 1925 (as extended by this Assignment) on a Receiver appointed under that Act.

**11. APPLICATION OF PROCEEDS**

11.1 Any moneys held or received by the Collateral Agent under this Assignment shall be applied by the Collateral Agent in or towards the discharge of the Secured Obligations in accordance with the provisions of the Credit Agreement.

## **12. POWER OF ATTORNEY**

### **12.1 Appointment**

By way of security for the performance of its obligations under this Assignment, the Borrower hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Borrower is obliged to do under the terms of this Assignment or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Assignment or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

### **12.2 Ratification**

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Assignment shall do in its capacity as such.

## **13. RELEASE OF THE SECURITY**

After the end of the Security Period or otherwise in accordance with Section 14.21 *Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer* of the Credit Agreement, the Collateral Agent shall, at the request and cost of the Borrower, execute all such documents and do all such other things as may be required to release the Security, in each case without recourse to or any representation or warranty by or from the Collateral Agent.

## **14. PAYMENTS**

### **14.1 Grossing Up**

All payments by the Borrower under this Assignment shall be made without any deductions and free and clear of, and without deduction for or on account of, tax except, in the latter case, to the extent that the Borrower is required by law to make payment subject to tax. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, or paid or payable by the Collateral Agent to any Secured Creditor, under this Assignment, the Borrower shall pay such additional amounts as may be necessary to ensure that the relevant Secured Creditor receives a net amount equal to the full amount which it would have received had payment not been made subject to tax.

### **14.2 Payments without Set-off**

Any payment made by the Borrower under this Assignment shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

### **14.3 Manner of Payment**

Each payment made by the Borrower under this Assignment shall be paid in the manner in which payments are to be made by the Borrower under the Credit Agreement.

**15. WAIVERS AND REMEDIES**

No failure by the Collateral Agent to exercise, nor any delay by the Collateral Agent in exercising, any right or remedy under this Assignment shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

**16. ADDITIONAL PROVISIONS**

**16.1 Partial Invalidity**

If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect or any of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Assignment or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Security under the law of any other jurisdiction.

**16.2 Potentially Avoided Payments**

If the Collateral Agent determines that an amount paid to a Secured Creditor under any Credit Document is being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Assignment, such amount shall be regarded as not having been paid.

**16.3 Currency Conversion**

If necessary to apply any sum held or received by the Collateral Agent in or towards payment of the Secured Obligations, the Collateral Agent may purchase an amount in another currency and the rate of exchange to be applied shall be that at which, at such time as it considers appropriate, the Collateral Agent is able to effect such purchase.

**16.4 Currency Indemnity**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "**specified currency**") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Collateral Agent could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to the Collateral Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent of any sum adjudged to be so due in such other currency the Collateral Agent may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum

originally due to the Collateral Agent in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Collateral Agent in the specified currency, the Collateral Agent agrees to remit such excess to the Borrower.

**16.5 Rights Cumulative**

The rights and remedies provided by this Assignment are cumulative and not exclusive of any rights or remedies provided by law.

**16.6 Collateral Agent in Possession**

The Collateral Agent shall not by reason of its taking any action permitted by this Assignment or its taking possession of all or any of the Assigned Rights be liable to account as mortgagee in possession or, other than as expressly stated in the Security Trust Deed, be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**17. ASSIGNMENT**

**17.1 The Borrower's Rights**

The rights of the Borrower under this Assignment are not assignable or transferable and the Borrower agrees that it will not purport to assign all or any such rights except as provided under the Credit Agreement.

**17.2 The Collateral Agent's Rights**

- (a) The rights of the Collateral Agent under this Assignment are assignable in whole or in part without the consent of the Borrower except as provided under the Credit Agreement.
- (b) The Collateral Agent may not resign except in accordance with the terms of the Security Trust Deed.

**18. NOTICES**

**18.1 Communications in Writing**

Each communication to be made under this Assignment shall be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

**18.2 Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 18.1 (*Communications in writing*) the contact details of each of the parties are as follows:

- (a) to the Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

(b) to the Borrower:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: dfarkas@ncl.com  
hflanders@ncl.com

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: martinez@apollolp.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: bfinkelstein@paulweiss.com

or to such other address and/or number as is notified in writing by a party to the other parties under this Assignment.

### 18.3 Delivery of Notices

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified in Clause 18.2 (*Contact Details*); provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Collateral Agent and the Borrower agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such

information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Collateral Agent shall not be effective until received by the Collateral Agent, or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Collateral Agent, only if it is addressed in such a manner as the Collateral Agent shall specify for this purpose.

**19. GOVERNING LAW**

- (a) This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (a “**Dispute**”). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 19 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Without prejudice to any other mode of service allowed under any relevant law, the Borrower: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.
- (d) Each party to this Assignment expressly agrees and consents to the provisions of this Clause 19.

**20. COUNTERPARTS AND EFFECTIVENESS**

**20.1 Counterparts**

This Assignment may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

**20.2 Effectiveness**

This Assignment shall take effect and be delivered as a deed on the date on which it is stated to be made.

**IN WITNESS WHEREOF** this Assignment has been executed as a deed by the Borrower and the Collateral Agent.

SCHEDULE 1

FORMS OF NOTICE OF ASSIGNMENT

Part 1

FORM OF NOTICE OF ASSIGNMENT TO THE SHIPBUILDER

To: Meyer Werft GmbH  
Industriegebiet Süd  
D-26871 Papenburg  
Germany

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an assignment agreement dated [●] (the "**Assignment**") and made between Seahawk Two, Ltd. (the "**Borrower**") and KfW IPEX-Bank GmbH as Collateral Agent (the "**Collateral Agent**"), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of the construction contract dated 14 June 2013 as subsequently novated, amended and restated on [●] July 2014 between the Borrower and you, as shipbuilder in relation to the design, engineering, building, launching, equipping and outfitting of the passenger cruise ship (the "**Ship**") with provisional hull number [\*] (the "**Construction Contract**").

With effect from your receipt of this notice we hereby give you notice that:

- (a) subject to paragraph (b), all refunds, payments or damages payable to the Borrower as a consequence of the repudiation or termination of the Construction Contract should be made to the Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein) (the "**Credit Agreement**")), written

notice of the occurrence and continuance of such Event of Default has been delivered to you by the Collateral Agent, all payments to be made to the Borrower under or arising from the Construction Contract should be made to the Collateral Agent or to its order as it may specify in writing from time to time;

- (c) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Construction Contract or available at law or in equity shall be exercisable by the Collateral Agent;
- (d) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Construction Contract shall be exercisable by the Collateral Agent;
- (e) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Construction Contract are assigned to the Collateral Agent;
- (f) the Borrower may make amendments, modifications or changes to any term or provision of the Construction Contract other than material amendments, modifications or changes to any term or provision of the Construction Contract that would change (i) the purpose of the Vessel or (ii) the initial construction price of the Vessel (i.e., €801,220,000) in excess of [\*] in the aggregate, in each case unless such amendment, modification or change is approved in advance by the Facility Agent and same could not reasonably be expected to be adverse to the interests of the Lenders or the Hermes Cover (as referenced in the Assignment);
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Construction Contract (including without limitation, the right to superintend the construction of the Ship and to propose and agree modifications (as referred to in the Construction Contract) and to accept or reject the Ship and to take and accept delivery of and title to the Ship) unless and until the Collateral Agent notifies you in writing that an Event of Default (as referred to in the Assignment) has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Construction Contract. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Construction Contract without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations under the Construction Contract and the Collateral Agent is under no obligation of any kind under the Construction Contract nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Construction Contract as it may from time to time reasonably request and to send copies of any notices issued by you under the Construction Contract which have had or would reasonably be expected to have a material adverse effect on the value of the Construction Contract or the Ship, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

---

For and on behalf of  
**SEAHAWK TWO, LTD.**

**Part 2**

**FORM OF NOTICE OF ASSIGNMENT TO THE REFUND GUARANTOR**

To: [Refund Guarantor]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an assignment agreement dated [●] (the “**Assignment**”) and made between Seahawk Two, Ltd. (the “**Borrower**”) and KfW IPEX-Bank GmbH as Collateral Agent (the “**Collateral Agent**”), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of the refund guarantee dated [●] and issued by you as refund guarantor in favour of the Borrower pursuant to which you guarantee certain refund obligations of Meyer Werft GmbH, as shipbuilder under the Construction Contract (as defined in the Assignment) (the “**Refund Guarantee**”), including all monies which may be payable under or in respect of the Refund Guarantee.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Refund Guarantee should be made to the Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein) (the “**Credit Agreement**”), written notice of the occurrence and continuance of such Event of Default has been delivered to you by the Collateral Agent, all remedies of the

Borrower provided for in the Refund Guarantee or available at law or in equity shall be exercisable by the Collateral Agent;

- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Refund Guarantee shall be exercisable by the Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Refund Guarantee are assigned to the Collateral Agent;
- (e) the Borrower has agreed not to agree to any waiver or amendment of or supplement to the terms of the Refund Guarantee other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Refund Guarantee other than where a replacement Refund Guarantee is issued to the Borrower which meets the Borrower's requirements under the Construction Contract on or prior to such termination or where the prior written consent is given by the Facility Agent (as defined in the Credit Agreement) to such termination;
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Refund Guarantee except to the extent that the Collateral Agent notifies you in writing that an Event of Default (as referred to in the Assignment) has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) (including, without limitation, making a demand under the Refund Guarantee) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Refund Guarantee. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Refund Guarantee without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations under the Refund Guarantee and the Collateral Agent is under no obligation of any kind under the Refund Guarantee nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Refund Guarantee as it may from time to time reasonably request and to send copies of all notices issued by you under the Refund Guarantee which have had or would reasonably be expected to have a material adverse effect on the value of the Refund Guarantee, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

---

For and on behalf of  
**SEAHAWK TWO, LTD.**

**Part 3**

**FORM OF NOTICE OF ASSIGNMENT TO THE BROKER**

(for attachment by way of endorsement to the Policy)

To: [Broker]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sir/Madam

We hereby give you notice that pursuant to an assignment agreement dated [●] (the “**Assignment**”) and made between Seahawk Two, Ltd. (the “**Borrower**”) and KfW IPEX-Bank GmbH as Collateral Agent (the “**Collateral Agent**”), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of construction risks insurance policy dated [●] issued for the benefit of Meyer Werft GmbH (the “**Yard**”) and the Borrower in connection with the post-panamax luxury passenger cruise vessel with the provisional hull number [\*] to be constructed by the Yard (the “**Construction Risks Insurance Policy**”), including all monies which may be payable to the Borrower under or in respect of the Construction Risks Insurance Policy.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Construction Risks Insurance Policy should be made in accordance with the terms of the Loss Payable Clause set out in the Annex 1 (*Loss Payable Clause*) to this Notice;
- (b) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Construction Risks Insurance Policy or available at law or in equity shall be exercisable by the Collateral Agent;
- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Construction Risks Insurance Policy shall be exercisable by the Collateral Agent;

- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Construction Risks Insurance Policy are assigned to the Collateral Agent;
- (e) the Borrower has agreed that no waiver or amendment of or supplement to the terms of the Construction Risks Insurance Policy may be made other than any waiver, amendment or supplement (A) of a technical nature or (B) agreed to be necessary by the insured parties under the Construction Risks Insurance Policy to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein)).
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Construction Risks Insurance Policy other than where an equivalent replacement Construction Risks Insurance Policy is issued in favour of the Yard and the Borrower on or prior to such termination or where the prior written consent is given by the Facility Agent to such termination;
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Construction Risks Insurance Policy except that to the extent that the Collateral Agent notifies you in writing that an Event of Default has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Construction Risks Insurance Policy. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Construction Risks Insurance Policy without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations (if any) under the Construction Risks Insurance Policy and the Collateral Agent is under no obligation of any kind under the Construction Risks Insurance Policy nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Construction Risks Insurance Policy as it may from time to time reasonably request and to send copies of all notices issued by you under the Construction Risks Insurance Policy which have had or

would reasonably be expected to have a material adverse effect on the value of the Construction Risks Insurance Policy, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

---

For and on behalf of  
**SEAHAWK TWO, LTD.**

ANNEX 1

LOSS PAYABLE CLAUSE

It is noted that by a first legal assignment in writing dated [●] 2014 **SEAHAWK TWO, LTD.**, the buyer ("**Buyer**") of the vessel presently under construction by Meyer Werft GmbH, Papenburg Germany ("**Builder**") with hull number [\*] has assigned to **KFW IPEX-BANK GMBH** of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany ("**Assignee**") all the Buyer's interests in any claims proceeds in this policy and its benefits therein including all such claims of whatsoever nature as the Buyer may have hereunder.

All sums payable to the Buyer under this policy shall be paid to the Buyer unless and until underwriters have been otherwise instructed by notice in writing from the Assignee following the occurrence and continuation of an Event of Default, as defined in the Credit Agreement dated as of [●] 2014 and made among and between the Buyer, NCL Corporation Ltd., as the Buyer's parent, the Assignee, the lenders from time to time party thereto and the other parties from time to time party thereto.

All sums payable to the Builder under this policy shall be payable to the Builder, subject to any notice of assignment of the Builder's interests in this policy.

**SCHEDULE 2**

**FORMS OF ACKNOWLEDGMENT OF ASSIGNMENT**

**Part 1**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT FROM THE SHIPBUILDER**

*[To be printed only on copy of the Notice of Assignment given]*

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "**Notice**"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any other assignments or charges of or over any of the Borrower's rights, title, interests and benefits in, to or in respect of the Construction Contract and that we will comply with the terms of the Notice.

We also confirm that the Construction Contract is in full force and effect in accordance with its terms. We further agree and confirm that we acknowledge that we shall not challenge the effectiveness of the Assignment (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Assignment, as applicable) with respect to the Construction Contract.

Yours faithfully

For and on behalf of  
**Meyer Werft GmbH**  
as Shipbuilder

By:

Date:

**Part 2**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT FROM THE REFUND GUARANTOR**

*[To be printed only on copy of the Notice of Assignment given]*

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "**Notice**"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any other assignments or charges of or over any of the Borrower's rights, title, interests and benefits in, to or in respect of the Refund Guarantee and that we will comply with the terms of the Notice.

We further agree and confirm that we acknowledge that we shall not challenge the effectiveness of the Assignment (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Assignment, as applicable).

Yours faithfully

For and on behalf of  
**[the Refund Guarantor]**  
as Refund Guarantor

By:

Date:

**Part 3**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT FROM THE BROKER**

[To be printed only on copy of the Notice of Assignment given]

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

**HULL NO. [\*]** (the "Vessel")

**SEAHAWK TWO, LTD.** (the "Borrower")

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "Notice"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that (i) we have not received notice of any other assignments or charges of or over any of the Borrower's rights, title, interests and benefits in, to or in respect of the Construction Risks Insurance Policy, (ii) we will comply with the terms of the Notice and (iii) we have effected insurances for the benefit of Meyer Werft GmbH (the "Yard") and the Borrower as set out in Annex 1 attached.

Pursuant to instructions received from the Yard and/or its authorised managers or agents and in consideration of you and the Borrower approving us as the appointed brokers in connection with the insurances covered by this letter, we hereby undertake:

1. to hold the insurance slips or contracts, the policies when issued, and any renewals of such policies or any policies substituted therefor with your consent as may be arranged through ourselves and the benefit of the insurances thereunder to your order in accordance with the terms of the Loss Payable Clause set out in Annex 2; and
2. to arrange for the said Loss Payable Clause to be included on the policies when issued; and
3. to have endorsed on each and every policy as and when the same is issued a Notice of Assignment to Underwriters in the form of Annex 3 hereto dated and signed by the Borrower and acknowledged by underwriters in accordance with market practice; and
4. to advise you promptly if we cease to be the appointed brokers in connection with the insurances covered by this letter or in the event of any material changes of which we are aware affecting such insurances; and

5. following a written application received from you not later than one month before expiry of these insurances to notify you within fourteen days of the receipt of such application in the event of our not having received notice of renewal instructions from the Yard and/or its authorised managers or agents, and in the event of our receiving instructions to renew to advise you promptly of the details thereof; and
6. to forward to you promptly any notices of cancellation that we receive from underwriters; and
7. following a written application from you to advise you promptly of the premium payment situation where such premium is paid or payable through our intermediary; and
8. not to challenge the effectiveness of the assignment to the Collateral Agent of the insurances constituted by this policy; and
9. not to revoke, modify or change the terms of the Loss Payable Clause or the undertakings made herein without the written consent of the Collateral Agent.

If and where we are responsible for the payment of premium to underwriters, our above undertakings are given subject to our lien on the policies for premiums and subject to our right of cancellation on default in payment of such premiums but we undertake not to exercise such rights of cancellation without giving you ten days notice in writing either by letter or electronically transmitted message and a reasonable opportunity for you to pay any premiums outstanding.

It is understood and agreed that the operation of any automatic termination of cover, cancellation or amendment provisions contained in the policy conditions shall override any undertakings given by us as brokers.

Notwithstanding the terms of the said Loss Payable Clause and the Notice, unless and until we receive written notice from you to the contrary, we shall be empowered to arrange for a collision and/or salvage guarantee to be given in the event of bail being required in order to prevent the arrest of the Vessel or to secure the release of the Vessel from arrest following a casualty. Where a guarantee has been given as aforesaid and the guarantor has paid any sum under the guarantee in respect of such claim, there shall be payable directly to the guarantor out of the proceeds of the said policies a sum equal to the sum so paid.

This undertaking shall be governed by and construed in accordance with English law and any disputes arising out of or in any way connected with this undertaking shall be submitted to the exclusive jurisdiction of the English courts.

This undertaking is subject to all claims and returns of premiums being collected through us as brokers.

Yours faithfully

For and on behalf of  
**[the Broker]**  
as [Broker]

By:

Date:

**ANNEX 1**  
**DETAILS OF INSURANCES**

ANNEX 2

LOSS PAYABLE CLAUSE

It is noted that by a first legal assignment in writing dated [●] 2014 **SEAHAWK TWO, LTD.**, the buyer ("**Buyer**") of the vessel presently under construction by Meyer Werft GmbH, Papenburg Germany ("**Builder**") with hull number [\*] has assigned to **KFW IPEX-BANK GMBH** of Palmengartenstrasse 5-9, 60325 Frankfurt am Main, Germany ("**Assignee**") all the Buyer's interests in any claims proceeds in this policy and its benefits therein including all such claims of whatsoever nature as the Buyer may have hereunder.

All sums payable to the Buyer under this policy shall be paid to the Buyer unless and until underwriters have been otherwise instructed by notice in writing from the Assignee following the occurrence and continuation of an Event of Default, as defined in the Credit Agreement dated as of [●] 2014 and made among and between the Buyer, NCL Corporation Ltd., as the Buyer's parent, the Assignee, the lenders from time to time party thereto and the other parties from time to time party thereto.

All sums payable to the Builder under this policy shall be payable to the Builder, subject to any notice of assignment of the Builder's interests in this policy.

ANNEX 3

NOTICE OF ASSIGNMENT TO UNDERWRITERS

(for attachment by way of endorsement to the Policy)

To: [Underwriter]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sir/Madam

We hereby give you notice that pursuant to an assignment agreement dated [●] 2014 (the “**Assignment**”) and made between Seahawk Two, Ltd. (the “**Borrower**”) and KfW IPEX-Bank GmbH as Collateral Agent (the “**Collateral Agent**”), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of construction risks insurance policy dated [●] issued for the benefit of Meyer Werft GmbH (the “**Yard**”) and the Borrower in connection with the post-panamax luxury passenger cruise vessel with the provisional hull number [\*] to be constructed by the Yard (the “**Construction Risks Insurance Policy**”), including all monies which may be payable to the Borrower under or in respect of the Construction Risks Insurance Policy.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Construction Risks Insurance Policy should be made in accordance with the terms of the Loss Payable Clause set out in the Annex 1 (*Loss Payable Clause*) to this Notice;
- (b) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Construction Risks Insurance Policy or available at law or in equity shall be exercisable by the Collateral Agent;
- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Construction Risks Insurance Policy shall be exercisable by the Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Construction Risks Insurance Policy are assigned to the Collateral Agent;

- (e) the Borrower has agreed that no waiver or amendment of or supplement to the terms of the Construction Risks Insurance Policy may be made other than any waiver, amendment or supplement (A) of a technical nature or (B) agreed to be necessary by the insured parties under the Construction Risks Insurance Policy to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents (as defined in the £665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein));
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Construction Risks Insurance Policy other than where an equivalent replacement Construction Risks Insurance Policy is issued in favour of the Yard and the Borrower on or prior to such termination or where the prior written consent is given by the Facility Agent to such termination;
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Construction Risks Insurance Policy except that to the extent that the Collateral Agent notifies you in writing that an Event of Default has occurred. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Construction Risks Insurance Policy. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Construction Risks Insurance Policy without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations (if any) under the Construction Risks Insurance Policy and the Collateral Agent is under no obligation of any kind under the Construction Risks Insurance Policy nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Construction Risks Insurance Policy as it may from time to time reasonably request and to send copies of all notices issued by you under the Construction Risks Insurance Policy which have had or would reasonably be expected to have a material adverse effect on the value of the Construction Risks Insurance Policy, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

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For and on behalf of  
**SEAHAWK TWO, LTD.**

**SCHEDULE 3**

**DETAILS OF REFUND GUARANTEES**

*[Name of Issuer]*

*[Date of Refund Guarantee]*

**SIGNATORIES**

Signed as a deed on behalf of **SEAHAWK TWO, LTD.** a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

Name:

Title:

Address:

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by \_\_\_\_\_ and \_\_\_\_\_, being duly authorised signatories of the company in accordance with the laws of that territory, in the presence of:

\_\_\_\_\_  
Attorney-in-Fact

Name:

Title:

Address:

\_\_\_\_\_  
**Authorised Signatory**

Name:

Title:

Address:

\_\_\_\_\_  
**Authorised Signatory**

FORM OF SOLVENCY CERTIFICATE

\_\_\_\_\_, 2014

This Solvency Certificate is delivered pursuant to Section 6.08 of the Credit Agreement, dated as of \_\_\_\_\_, 2014, among NCL Corporation Ltd., a Bermuda company (the "Parent"), Seahawk Two, Ltd., a Bermuda company (the "Borrower"), the Lenders from time to time party thereto, KfW IPEX-Bank GmbH, as Facility Agent, Collateral Agent under the Security Documents, CIRR Agent and Hermes Agent and the other parties thereto (as the same may be amended, restated, novated or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned, a senior financial officer of the Parent, hereby certifies to the Facility Agent and each of the Lenders, solely in such capacity and on behalf of the Parent as follows:

1. I am a senior financial officer of the Parent. I am familiar with the Transaction, and have reviewed the financial statements referred to in Section 8.05 of the Credit Agreement and other such documents and made such investigations as I have deemed relevant for the purposes of this Solvency Certificate.

2. On and as of the date hereof, immediately after giving effect to the transactions under the Credit Agreement (including, without limitation, the incurrence of all the financing contemplated with respect thereto and to the purchase of the Vessel), the Parent and its Subsidiaries taken as a whole (i) are not insolvent and will not be rendered insolvent by the Indebtedness incurred in connection with the transactions under the Credit Agreement (including, without limitation, the incurrence of all the financing contemplated with respect thereto and to the purchase of the Vessel); (ii) will not have unreasonably small capital with which to conduct the business in which they are respectively engaged as such businesses are now conducted and are proposed to be conducted following the Borrowing Date to occur on or about the date hereof; and (iii) have not incurred debts beyond their ability pay such debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute, matured, or otherwise become payable.

This Solvency Certificate is being delivered by the undersigned officer only in his capacity as a senior financial officer of the Parent and not individually and the undersigned shall have no personal liability to the Agents or the Lenders with respect thereto.

---

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate on the date first set forth above.

**NCL CORPORATION LTD.**

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

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FORM OF SOLVENCY CERTIFICATE

\_\_\_\_\_, 2014

This Solvency Certificate is delivered pursuant to Section 6.08 of the Credit Agreement, dated as of \_\_\_\_\_, 2014, among NCL Corporation Ltd., a Bermuda company (the "Parent"), Seahawk Two, Ltd., a Bermuda company (the "Borrower"), the Lenders from time to time party thereto, KfW IPEX-Bank GmbH, as Facility Agent, Collateral Agent under the Security Documents, CIRR Agent and Hermes Agent and the other parties thereto (as the same may be amended, restated, novated or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

The undersigned, a senior financial officer of the Parent, hereby certifies to the Facility Agent and each of the Lenders, solely in such capacity and on behalf of the Parent as follows:

1. I am a senior financial officer of the Parent. I am familiar with the Transaction, and have reviewed the financial statements referred to in Section 8.05 of the Credit Agreement and other such documents and made such investigations as I have deemed relevant for the purposes of this Solvency Certificate.

2. On and as of the date hereof, immediately after giving effect to the transactions under the Credit Agreement (including, without limitation, the incurrence of all the financing contemplated with respect thereto and to the purchase of the Vessel), the Parent and its Subsidiaries taken as a whole (i) are not insolvent and will not be rendered insolvent by the Indebtedness incurred in connection with the transactions under the Credit Agreement (including, without limitation, the incurrence of all the financing contemplated with respect thereto and to the purchase of the Vessel); (ii) will not have unreasonably small capital with which to conduct the business in which they are respectively engaged as such businesses are now conducted and are proposed to be conducted following the Borrowing Date to occur on or about the date hereof; and (iii) have not incurred debts beyond their ability pay such debts and liabilities, direct, subordinated, contingent or otherwise, as such debts and liabilities become absolute, matured, or otherwise become payable.

This Solvency Certificate is being delivered by the undersigned officer only in his capacity as a senior financial officer of the Parent and not individually and the undersigned shall have no personal liability to the Agents or the Lenders with respect thereto.

---

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate on the date first set forth above.

**NCL CORPORATION LTD.**

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

---

**Form of Assignment Agreement**

To: [ ] as Facility Agent and [ ], [ ] as Hermes Agent, [ ] as Parent, for and on behalf of the Borrower

From: [the *Existing Lender*] (the "**Existing Lender**") and [the *New Lender*] (the "**New Lender**")

Dated:

**Seahawk Two, Ltd. – €665,995,880 Credit Agreement  
dated [ ] (the "Credit Agreement")**

1. We refer to the Credit Agreement. This agreement (the "**Agreement**") shall take effect as an Assignment Agreement for the purpose of the Credit Agreement. Terms defined in the Credit Agreement have the same meaning in this Agreement unless given a different meaning in this Agreement.
  2. We refer to section 13.07 (*Procedure and Conditions for Assignment*) of the Credit Agreement:
    - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Credit Agreement, the other Credit Documents and in respect of the Collateral which correspond to that portion of the Existing Lender's Commitments and participations in Borrowings under the Credit Agreement as specified in the Schedule attached hereto.
    - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitments and participations in Borrowings under the Credit Agreement specified in the Schedule attached hereto.
    - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.
  3. The proposed date of the assignment is [ ].
  4. On the date of the assignment the New Lender becomes:
    - (a) Party to the relevant Credit Documents (other than the Security Trust Deed) as a Lender; and
    - (b) Party to the Security Trust Deed as a Secured Creditor[.]; and]
-

(c) [Party to the Interaction Agreement.]<sup>1</sup>

5. The Notice Office and address, fax number and attention details for notices of the New Lender for the purposes of Section 14.03 *Notices*) are set out in the Schedule.
6. The New Lender expressly acknowledges the limitations on the Existing Lender's obligations set out in paragraph (c) of Section 13.04 *Limitation of Responsibility of Existing Lenders*).
7. We refer to Clause 8.2 (*Changes of Secured Creditor*) in the Security Trust Deed.
  - (a) In consideration of the New Lender being accepted as a Secured Creditor for the purposes of the Security Trust Deed (and as defined therein), the New Lender confirms that, as from the date of the assignment, it intends to be party to the Security Trust Deed as a Secured Creditor, and undertakes to perform all the obligations expressed in the Security Trust Deed to be assumed by a Secured Creditor and agrees that it shall be bound by all the provisions of the Security Trust Deed, as if it had been an original party to the Security Trust Deed.
8. This Agreement acts as notice to the Facility Agent (on behalf of each Lender Creditor) and, upon delivery in accordance with section 13.08 (*Copy of Transfer Certificate or Assignment Agreement to Parent*), to the Parent (on behalf of the Borrower) of the assignment referred to in this Agreement.
9. We refer to Section 13.01(c) (*Assignments and Transfers by the Lenders*) of the Credit Agreement. Each New Lender, by executing this Assignment, confirms, for the avoidance of doubt, that the Facility Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the Required Lenders in accordance with the Credit Agreement on or prior to the date on which the assignment becomes effective in accordance the Credit Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.
10. This Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.
11. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.
12. This Agreement takes effect as a deed.
13. This Agreement has been entered into on the date stated at the beginning of this Agreement.

**Note: The execution of this Assignment Agreement may not assign a proportionate share of the Existing Lender's interest in the Collateral in all jurisdictions. It is the responsibility of the**

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<sup>1</sup>Applicable to any New Lender that elects to become a Refinanced Bank

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**New Lender to ascertain whether any other documents or other formalities are required to perfect an assignment of such a share in the Existing Lender's Collateral in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.**

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**THE SCHEDULE**

**Commitment/rights and obligations to be transferred by assignment, release and accession**

*[insert relevant details]*

*[Notice Office address, fax number and attention details for notices and account details for payments]*

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SIGNATORIES

[Existing Lender]

Executed as a deed by *[name of Existing Lender]*,  
acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

[New Lender] Executed as a deed by *[name of  
New Lender]*, acting by *[name of director]*:

---

*[Signature of Director]*

Director

---

*[Signature of Director]*

Director

This Agreement is accepted as an Assignment Agreement for the purposes of the Credit Agreement by the Facility Agent and by the Hermes Agent, and the date of the assignment is confirmed as [ ].

---

Signature of this Agreement by the Facility Agent constitutes confirmation by the Facility Agent of receipt of notice of the assignment referred to in this Agreement, which notice the Facility Agent receives on behalf of each Lender Creditor.

[Facility Agent]

Executed as a deed by [*Facility Agent*], acting by [*name of director*]:

---

[*Signature of Director*]

Director

---

[*Signature of Director*]

Director

[Hermes Agent]

Executed as a deed by [*Hermes Agent*], acting by [*name of director*]:

---

[*Signature of Director*]

Director

---

[*Signature of Director*]

Director

[NCL Corporation Ltd.]<sup>2</sup>

[Signed as a deed by [NCL Corporation Ltd.], a company incorporated in Bermuda, by [*full name(s) of person(s) signing*], being [a] person[s] who, in accordance with the laws of that territory, [is][are]

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<sup>2</sup> To be signed by the Company only if the assignment is pursuant to section 13.01(a)(ii)

---

acting under the authority of the company.

---

*Signature(s)*

Authorised [signatory] [signatories]]

---

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate (this "Certificate") is delivered to you on behalf of the Company (as hereinafter defined) pursuant to Section 9.01(f) of the Credit Agreement, dated as of [·] 2014 (as amended, supplemented, restated, novated or modified from time to time, the "Credit Agreement"), among NCL Corporation Ltd., a Bermuda company (the "Company"), Seahawk Two, Ltd., a Bermuda company (the "Borrower"), the Lenders from time to time party thereto, KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent (in such capacity, the "CIRR Agent") and Hermes Agent, and the other parties thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

1. I am a duly elected, qualified and acting senior financial officer of the Company.

2. I have reviewed and am familiar with the contents of this Certificate. I am providing this Certificate solely in my capacity as an officer of the Company. The matters set forth herein are true to the best of my knowledge after diligent inquiry.

3. I have reviewed the terms of the Credit Agreement and the other Credit Documents and have made or caused to be made under my supervision, a review in reasonable detail of the transactions and financial condition of the Company during the accounting period covered by the financial statements true and correct copies of which are attached hereto as ANNEX 1 (the "Financial Statements"). The Financial Statements have been prepared in accordance with the requirements of the Credit Agreement.

4. Attached hereto as ANNEX 2 are the computations showing (in reasonable detail) compliance with the covenants specified therein. All such computations are true and correct.

[5. On the date hereof, no Default or Event of Default has occurred and is continuing.]

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<sup>1</sup> If any Default or Event of Default exists, include a description thereof, specifying the nature and extent thereof (in reasonable detail).

---

IN WITNESS WHEREOF, I have executed this Certificate on behalf of the Company this \_\_\_\_ day of \_\_\_\_\_.

NCL CORPORATION LTD.

By \_\_\_\_\_  
Name:  
Title:

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CONSOLIDATED FINANCIAL STATEMENTS

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COMPLIANCE WORKSHEET

The calculations described herein is as of \_\_\_\_\_, \_\_\_\_ (the "Computation Date") and pertains to the period from \_\_\_\_\_, \_\_\_\_ to \_\_\_\_\_, \_\_\_\_ (the "Test Period").

Part A. Free Liquidity

1. Aggregate Cash Balance on the Computation Date. \$ \_\_\_\_\_
2. Commitments under the Credit Agreement or other amounts available on the Computation Date for drawing under the revolving or other credit facilities of the NCLC Group, which remain undrawn, could be drawn for general working capital purposes or other general corporate purposes and would not, if drawn, be repayable within six months. \$ \_\_\_\_\_
3. Item 1 plus Item 2 \$ \_\_\_\_\_
4. Is Item 3 equal to or greater than [\*] pursuant to Section 10.06 of the Credit Agreement? YES/NO

Part B. Total Net Funded Debt to Total Capitalization

1. Indebtedness for Borrowed Money of the NCLC Group on the Computation Date. \$ \_\_\_\_\_
2. The amount of any Indebtedness for Borrowed Money of any person which is not a member of the NCLC Group but which is guaranteed by a member of the NCLC Group on the Computation Date. \$ \_\_\_\_\_
3. Cash Balance on the Computation Date. \$ \_\_\_\_\_
4. Item 1 plus Item 2 minus Item 3<sup>2</sup> \$ \_\_\_\_\_
5. Total Capitalization on the Computation Date \$ \_\_\_\_\_
6. Total Net Funded Debt to Total Capitalization Ratio [\*] on the Computation Date. [\*]

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<sup>2</sup> Any Commitments under the Credit Agreement and other amounts available for drawing under other revolving or other credit facilities of the NCLC Group which remain undrawn shall not be counted as cash or indebtedness for the purposes of this calculation.

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7. The maximum Total Net Funded Debt to Total Capitalization Ratio pursuant to Section 10.07 of the Credit Agreement: [\*]

Part C. Collateral Maintenance

- 1. Outstanding principal amount of Loans on the Computation Date. \$ \_\_\_\_\_
- 2. Vessel Value. \$ \_\_\_\_\_
- 3. Minimum Vessel Value for the Vessel permitted pursuant to Section 10.08 of the Credit Agreement. [\*]
- 4. Is Item 2 equal to or greater than Item 3 pursuant to Section 10.08 of the Credit Agreement? YES/NO

Part D. Consolidated EBITDA to Consolidated Debt Service

- 1. Consolidated Net Income from the Parent's operations for the Test Period. \$ \_\_\_\_\_
  - 2. Aggregate amounts deducted in determining Consolidated Net Income for the Test Period in respect of gains and losses from the sale of assets or reserves relating thereto, Consolidated Interest Expense, depreciation and amortization, impairment charges and any other non-cash charges and deferred income tax expense for the Test Period. \$ \_\_\_\_\_
  - 3. Item 1 plus Item 2 \$ \_\_\_\_\_
  - 4. Consolidated Debt Service for the Test Period. \$ \_\_\_\_\_
  - 5. Consolidated EBITDA to Consolidated Debt Service Ratio [\*] on the Computation Date. [\*]
  - 6. The minimum Consolidated EBITDA to Consolidated Debt Service Ratio pursuant to Section 10.09 of the Credit Agreement: [\*]
  - 7. Aggregate Cash Balance on the Computation Date. \$ \_\_\_\_\_
  - 8. Commitments under the Credit Agreement or other amounts available on the Computation Date for drawing under the revolving or other credit facilities of the NCLC Group, which remain undrawn, could be \$ \_\_\_\_\_
-

drawn for general working capital purposes or other general corporate purposes and would not, if drawn, be repayable within six months.

9. Item 7 plus Item 8 \$ \_\_\_\_\_

10. Is (x) Item 9 for the NCLC Group equal to or greater than[\*] at all times during the period of four consecutive fiscal quarters ending at the end of the Test Period or (y) Item 5 greater than or equal to Item 6 pursuant to Section 10.09 of the Credit Agreement? YES/NO

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Dated [●] 2014

HULL NO. [\*]

**FORM OF**

**ASSIGNMENT OF MANAGEMENT AGREEMENTS**

between

**SEAHAWK TWO, LTD.**  
as Borrower

and

**KFW IPEX-BANK GMBH**  
as Collateral Agent

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THIS ASSIGNMENT is dated [●] 2014

**BETWEEN:**

- (1) **SEAHAWK TWO, LTD.**, a Bermuda company with its registered office as of the date hereof at Cumberland House, 9<sup>th</sup> Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the "**Borrower**"); and
- (2) **KfW IPEX-BANK GMBH**, as collateral agent for and on behalf of the Secured Creditors (the "**Collateral Agent**"), which expression includes any person which is for the time being a collateral agent for the Secured Creditors for the purposes of this Assignment).

**RECITALS**

- (A) The Lenders are willing to make a loan facility available to the Borrower on the terms and subject to the conditions set out in the Credit Agreement, on condition that the Borrower enters into this Assignment as security for its obligations and Liabilities as Borrower under or in relation to the Credit Documents.
- (B) The Board of Directors of the Borrower is satisfied that the Borrower is entering into this Assignment for the purposes of its business and that its doing so benefits the Borrower.
- (C) The Borrower and the Collateral Agent intend this Assignment to take effect as a deed.
- (D) The Collateral Agent holds the benefit of this Assignment on trust for itself for the Secured Creditors on the terms of the Credit Agreement and the Security Trust Deed.

**1. INTERPRETATION**

**1.1 Definitions**

In this Assignment the following terms have the meanings given to them in this Clause.

"**Acknowledgment of Assignment**" means a duly completed acknowledgement of assignment in the form set out in Schedule 2 (*Form of Acknowledgement of Assignment*) or in such other form as may be approved by the Collateral Agent.

"**Agreed Rate**" means the rate specified in section 2.06(b) and 2.06(c) (*Interest*) of the Credit Agreement.

"**Assigned Rights**" means the Borrower's rights, title, interest and benefits in, to and in respect of the Management Agreements.

"**Credit Agreement**" means the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (each as defined therein).

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“**Credit Agreement Obligations**” means “Credit Document Obligations” as defined in the Credit Agreement.

“**Event of Default**” means an “Event of Default” as defined in the Credit Agreement.

“**Lender Creditors**” means the Agents and the Lenders.

“**Liability**” means any liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“**Management Agreements**” means any agreements substantially in the form of Schedule 3 (*Form of Management Agreement*) or otherwise reasonably acceptable to the Facility Agent (as modified, supplemented or amended from time to time), entered into by the Borrower with the Manager or such other commercial manager and/or a technical manager with respect to the management of the Vessel, in each case which manager shall be reasonably acceptable to the Facility Agent (it being understood that NCL Corporation Ltd. and NCL (Bahamas) Ltd. are acceptable).

“**Manager**” means the company providing commercial and technical management and crewing services for the Vessel pursuant to the Management Agreements, which is presently contemplated to be NCL Corporation Ltd., a company organised and existing under the laws of Bermuda, or NCL (Bahamas) Ltd., a company organised and existing under the laws of Bermuda..

“**Notice of Assignment**” means a duly completed notice of assignment in the form set out in Schedule 1 (*Form of Notice of Assignment*) or in such other form as may be approved by the Collateral Agent.

“**Other Creditors**” means each Lender or any affiliate thereof with which the Borrower and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender’s or affiliate’s successors and assigns, if any.

“**Parent**” means NCL Corporation Ltd., a Bermuda company.

“**Receiver**” means a receiver and manager or any other receiver (whether appointed pursuant to this Assignment, pursuant to any statute, by a court or otherwise) of any of the Assigned Rights.

“**Secured Creditors**” means the Lender Creditors and the Other Creditors.

“**Secured Obligations**” means the Credit Agreement Obligations and the Other Obligations.

“**Security**” means the security created by this Assignment.

“**Security Period**” means the period beginning on the date of this Assignment and ending on the date upon which the Collateral Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Credit Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) contingent obligations for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement) .

“**Security Trust Deed**” means the security trust deed dated on or about the date hereof between, *inter alia*, the Collateral Agent as security trustee, the Facility Agent and the Lenders.

#### 1.2 **Continuing Event of Default**

An Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue and (b) such Event of Default has not been waived in accordance with the terms of the Credit Documents.

#### 1.3 **Defined Terms**

Unless this Assignment provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Assignment.

#### 1.4 **References to Agreements**

Unless otherwise stated, any reference in this Assignment to any agreement or document (including any reference to this Assignment or any other Credit Document) shall be construed as a reference to:

- (a) such agreement or document as amended, varied, novated or supplemented from time to time;
- (b) any other agreement or document whereby such agreement or document is so amended, varied, novated or supplemented; and
- (c) any other agreement or document entered into pursuant to or in accordance with such agreement or document.

#### 1.5 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

#### 1.6 **Statutes**

Any reference in this Assignment to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

1.7 **Implied Covenants**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 3.1 (*Assignment*) or Clause 3.2 (*Notice of Assignment*):

- (a) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in Section 3(1);
- (b) the words “except to the extent that” and all the words thereafter in Section 3(2); and
- (c) Section 6(2).

1.8 **Third Party Rights**

It is intended that with the consent of the Collateral Agent each of the other Secured Creditors shall be able to enforce the provisions of Clause 16.4 *Currency Indemnity* (which can be amended with the consent of the Collateral Agent but without the consent of the other Secured Creditors), but otherwise a person which is not a party to this Assignment shall have no rights to enforce the provisions of this Assignment other than those it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.

1.9 **Clause and Schedule Headings**

Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Assignment.

2. **COVENANT TO PAY**

2.1 **Covenant to Pay**

The Borrower agrees that promptly on demand of the Collateral Agent it will pay to the Collateral Agent any Secured Obligation which is due but unpaid.

2.2 **Interest**

Any Secured Obligation which is owed by the Borrower under this Assignment and is not paid when due shall bear interest at the Agreed Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Borrower on demand of the Collateral Agent.

3. **LEGAL ASSIGNMENT**

3.1 **Assignment**

The Borrower hereby assigns with full title guarantee the Assigned Rights to the Collateral Agent to hold the same on behalf of the Secured Creditors on the terms set out in the Security Trust Deed as security for the payment and discharge of the Secured Obligations.

### 3.2 **Non-Assignable Rights**

The Borrower declares that to the extent that any right, title, interest or benefit described in Clause 3.1 (*Assignment*) is for any reason not effectively assigned pursuant to Clause 3.1 (*Assignment*) for whatever reason, it shall:

- (a) hold the benefit of the same on trust for the Collateral Agent as security for the payment and discharge of the Secured Obligations; and
- (b) promptly upon becoming aware of the same, notify the Collateral Agent of the same and the reasons therefore and thereafter take such steps as the Collateral Agent may reasonably require to remove such prohibition or other reason for such incapacity.

### 3.3 **Notice of Assignment**

- (a) As soon as practicable after the execution of this Assignment, the Borrower shall deliver to each Manager under each of the Management Agreements as of the date hereof (if any), a Notice of Assignment and if the Collateral Agent so requests the Borrower shall countersign such Notice of Assignment.
- (b) As soon as practicable after the execution of any Management Agreement entered into after the date of this Assignment, the Borrower shall deliver to each Manager, a Notice of Assignment in respect of such Management Agreement.

### 3.4 **Acknowledgment of Assignment**

The Borrower shall use commercially reasonable efforts to procure that as soon as practicable after it receives a Notice of Assignment, the Manager shall deliver to the Collateral Agent an Acknowledgment of Assignment in substantially the form attached hereto or otherwise reasonably acceptable to the Collateral Agent.

## 4. **THE CONTRACT**

### 4.1 **No Dealings with the Management Agreements**

The Borrower acknowledges that at all times during the Security Period and other than as expressly set out below, it shall not (nor shall it be entitled to):

- (i) during the continuance of an Event of Default, receive any sum from time to time payable to the Borrower under or in respect of the Management Agreements;
- (ii) agree to any waiver or amendment of or supplement to the terms of any Management Agreement other than any waiver, amendment or supplement (i) advised by the Borrower's tax counsel, (ii) of a technical nature or (iii) deemed necessary by the parties to the Management Agreement to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the

Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents;

- (iii) terminate, or allow to be terminated, any Management Agreement unless replaced by a Management Agreement or Management Agreements, as the case may be, reasonably acceptable to the Facility Agent; or
- (iv) assign or charge any Management Agreement or any of the Assigned Rights.

#### 4.2 **Performance of Obligations**

The Borrower shall take, or cause to be taken, all steps reasonably required by the Collateral Agent to preserve or protect its interests and the interests of the Collateral Agent in the Management Agreements and shall diligently pursue any remedies available to it in respect of any breaches or claims of any party in connection with the Management Agreements which are necessary to preserve, protect and enforce the interests of the Collateral Agent in the Management Agreements.

### 5. **CONTINUING SECURITY**

#### 5.1 **Continuing and Independent Security**

This Assignment shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Collateral Agent may have at any time for the Secured Obligations or any of them.

#### 5.2 **New Accounts**

If the Collateral Agent receives notice of any security created or arising during the Security Period in respect of the Management Agreements or any of the Assigned Rights, or following the occurrence and during the continuation of an Event of Default makes demand of the Parent or the Borrower for payment of any or all of the Secured Obligations:

- (a) the Collateral Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid by the Parent or the Borrower to the Collateral Agent in respect of the Secured Obligations, or realised or recovered by the Collateral Agent under this Assignment, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

### 5.3 **Avoidance of Payments**

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Collateral Agent may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Collateral Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Assignment and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

### 5.4 **Immediate Recourse**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it or them by this Assignment or by law to seek to recover amounts due from the Parent or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations.

### 5.5 **Waiver of Defences**

Neither the obligations of the Borrower under this Assignment nor the Security and the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law, shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person;
- (b) any of the Secured Obligations or any other security held by the Collateral Agent in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Collateral Agent in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Collateral Agent in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Collateral Agent in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Borrower under this Assignment, the Security or any of the rights, powers and remedies conferred on the Collateral Agent by this Assignment or by law.

## 5.6 **Appropriation**

Neither the Collateral Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Collateral Agent for application pursuant to the terms of this Assignment, until the earlier of:

- (a) the date on which such monies are sufficient to satisfy the Secured Obligations in full and any money so applied could not be the subject of any clawback or similar circumstance; and
- (b) the date on which the Security has been enforced in full and all other remedies that the Collateral Agent may have under or in connection with the Credit Documents in all relevant jurisdictions have been exhausted.

## 6. **REPRESENTATIONS AND WARRANTIES**

The Borrower makes the representations and warranties set out in Clauses 6.1 (*Entity Status*) to 6.8 (*Contract Terms*). The Borrower acknowledges that the Collateral Agent has entered into this Assignment in reliance on those representations and warranties.

### 6.1 **Entity Status**

The Borrower (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted and (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

### 6.2 **Power and Authority**

The Borrower has the power to enter into and perform this Assignment and the transactions contemplated hereby and has taken all necessary action to authorize the entry into and performance of this Assignment and such transactions. This Assignment constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms and in entering into this Assignment and borrowing the Loans, the Borrower is acting on its own account.

### 6.3 **Form of Documentation**

This Assignment is in proper legal form (under the laws of England, the Bahamas, Bermuda and each other jurisdiction where the Vessel is flagged or where the Borrower is domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of this Assignment in England, the Bahamas and/or Bermuda it is not necessary that this Assignment be

filed or recorded with any court or other authority in England, the Bahamas and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8 of the Credit Agreement, as applicable.

**6.4 No Deductions or Withholdings**

All amounts payable by the Borrower hereunder may be made free and clear of and without deduction or withholding for or on account of any Taxation in the Borrower's jurisdiction.

**6.5 No Filing or Stamp Taxes**

It is not necessary that this Assignment be filed, recorded or enrolled with any court or other authority in England (or any other applicable jurisdiction) except as have been made or will be made in accordance with the Credit Agreement, or that any stamp, registration or similar tax be paid on or in relation to this Assignment save (i) to the extent that it may be regarded as constituting a charge over book debts and thus as registrable under the Companies Act 2006 and (ii) recording taxes which have been or will be paid as and to the extent due.

**6.6 No Adverse Interests**

Subject only to the Security and as otherwise contemplated under the Credit Agreement, no person other than the Borrower has any legal or beneficial interest (or any right to claim any such interest) in the Assigned Rights or any part thereof and the Borrower has not received notice of any such claim.

**6.7 No Disposals**

Save as permitted by the Credit Agreement or this Assignment it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of the Assigned Rights.

**6.8 Contract Terms**

The terms of the Management Agreements do not restrict or otherwise limit its right to transfer, charge or assign any of the Assigned Rights pursuant to this Assignment.

**6.9 Repetition**

The representations and warranties set out in this Clause 6:

- (a) shall survive the execution of each Credit Document and each Borrowing under the Credit Agreement; and
- (b) are made on the date of this Assignment and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

**7. UNDERTAKINGS**

**7.1 Authorisations**

The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Assignment and to ensure the legality, validity, enforceability or admissibility in evidence in England and any other applicable jurisdiction of this Assignment.

**7.2 No Action**

The Borrower shall not take any action which would cause any of the representations made in Clause 6 (*Representations and Warranties*) to be untrue in any material respect at any time during the Security Period.

**7.3 Notification of Misrepresentation**

The Borrower shall notify the Collateral Agent of the occurrence of any event which results in or may reasonably be expected to result in any of the representations made in Clause 6 (*Representations and Warranties*) being untrue in any material respect when made or when deemed to be repeated.

**7.4 Information**

The Borrower shall provide the Collateral Agent with such reports and other information regarding the Management Agreements as the Collateral Agent may from time to time reasonably request.

**7.5 Delivery of Cash**

Following the occurrence and during the continuation of an Event of Default, the Borrower shall promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received on account of any of the Management Agreements in the form received (properly endorsed, but without recourse, for collection where required) to the Collateral Agent and shall not commingle any such collections or proceeds with its other funds or property and shall hold the same upon an express trust for and on behalf of the Collateral Agent until delivered.

**7.6 Delivery of Notices**

The Borrower shall promptly deliver a copy of any notice or other correspondence received by it in connection with any of the Management Agreements to the Collateral Agent if such notice or correspondence has had or could reasonably be expected to have a material adverse effect on the value of such Management Agreement.

**8. FURTHER ASSURANCE**

The Borrower shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent may reasonably require or consider

desirable to enable the Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Assignment or to exercise any of the rights conferred on it by this Assignment or by law and to that intent the Borrower shall execute all such instruments, deeds and agreements and give all such notices and directions as the Collateral Agent may consider necessary.

## **9. ENFORCEMENT OF SECURITY**

### **9.1 Security Enforceable**

The Security shall become immediately enforceable if an Event of Default has occurred and is continuing.

### **9.2 Enforcement**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Assignment or by law at such times and in such manner as it thinks fit.

### **9.3 Power of Sale**

Following the occurrence and during the continuation of an Event of Default, the Collateral Agent may (without notice to the Borrower) sell or otherwise dispose of the Assigned Rights and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Assignment.

### **9.4 Statutory Powers**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Assignment.

### **9.5 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Assignment or to any exercise by the Collateral Agent of its right to consolidate mortgages or its power of sale.

### **9.6 Realisation Accounts**

If the Collateral Agent enforces the Security (whether by appointment of a Receiver or otherwise), the Collateral Agent may open and maintain with such financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Assignment into any such realisation account pending the application of such moneys pursuant to Clause 11 (*Application of Proceeds*).

**10. RECEIVERS**

**10.1 Appointment of Receivers**

At any time after the occurrence and during the continuation of an Event of Default, or if the Borrower requests it to do so, the Collateral Agent may by a written instrument and without notice to the Borrower appoint one or more persons as Receiver of all or any part of the Assigned Rights, each such person being entitled to act individually as well as jointly and being for all purposes the agent of the Borrower.

**10.2 Powers of a Receiver**

In addition to the powers conferred on the Collateral Agent by this Assignment, each Receiver appointed pursuant to Clause 10.1 (*Appointment of Receivers*) shall have in relation to the Assigned Rights in respect of which such Receiver was appointed all the powers conferred by the Law of Property Act 1925 (as extended by this Assignment) on a Receiver appointed under that Act.

**11. APPLICATION OF PROCEEDS**

Any moneys held or received by the Collateral Agent under this Assignment shall be applied by the Collateral Agent in or towards the discharge of the Secured Obligations in accordance with the provisions of the Credit Agreement.

**12. POWER OF ATTORNEY**

**12.1 Appointment**

By way of security for the performance of its obligations under this Assignment, the Borrower hereby irrevocably appoints each of the Collateral Agent and its delegates and sub delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Borrower is obliged to do under the terms of this Assignment or which such attorney considers necessary or desirable in order to enable the Collateral Agent or such attorney to exercise the rights conferred on it by this Assignment or by law. Provided always that such power shall not be exercisable by or on behalf of the Collateral Agent until the occurrence of an Event of Default which is continuing.

**12.2 Ratification**

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Assignment shall do in its capacity as such.

**13. RELEASE OF THE SECURITY**

After the end of the Security Period or otherwise in accordance with Section 14.21 (*Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer*) of the Credit Agreement, the Collateral Agent shall, at the request and cost of the Borrower, execute all such documents and do all such other things as may be required to release the Security, in each case without recourse to or any representation or warranty by or from the Collateral Agent.

**14. PAYMENTS**

**14.1 Grossing Up**

All payments by the Borrower under this Assignment shall be made without any deductions and free and clear of, and without deduction for or on account of, tax except, in the latter case, to the extent that the Borrower is required by law to make payment subject to tax. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, or paid or payable by the Collateral Agent to any Secured Creditor, under this Assignment, the Borrower shall pay such additional amounts as may be necessary to ensure that the relevant Secured Creditor receives a net amount equal to the full amount which it would have received had payment not been made subject to tax.

**14.2 Payments without Set-off**

Any payment made by the Borrower under this Assignment shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

**14.3 Manner of Payment**

Each payment made by the Borrower under this Assignment shall be paid in the manner in which payments are to be made by the Borrower under the Credit Agreement.

**15. WAIVERS AND REMEDIES**

No failure by the Collateral Agent to exercise, nor any delay by the Collateral Agent in exercising, any right or remedy under this Assignment shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

**16. ADDITIONAL PROVISIONS**

**16.1 Partial Invalidity**

If at any time any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect or any of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Assignment or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Security under the law of any other jurisdiction.

**16.2 Potentially Avoided Payments**

If the Collateral Agent determines that an amount paid to a Secured Creditor under any Credit Document is being avoided or otherwise set aside on the liquidation or

administration of the person by whom such amount was paid, then for the purposes of this Assignment, such amount shall be regarded as not having been paid.

**16.3 Currency Conversion**

If necessary to apply any sum held or received by the Collateral Agent in or towards payment of the Secured Obligations, the Collateral Agent may purchase an amount in another currency and the rate of exchange to be applied shall be that at which, at such time as it considers appropriate, the Collateral Agent is able to effect such purchase.

**16.4 Currency Indemnity**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the “**specified currency**”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Collateral Agent could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to the Collateral Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Collateral Agent of any sum adjudged to be so due in such other currency the Collateral Agent may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to the Collateral Agent in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Collateral Agent against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Collateral Agent in the specified currency, the Collateral Agent agrees to remit such excess to the Borrower.

**16.5 Rights Cumulative**

The rights and remedies provided by this Assignment are cumulative and not exclusive of any rights or remedies provided by law.

**16.6 Collateral Agent in Possession**

The Collateral Agent shall not by reason of its taking any action permitted by this Assignment or its taking possession of all or any of the Assigned Rights be liable to account as mortgagee in possession or, other than as expressly stated in the Security Trust Deed, be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**17. ASSIGNMENT**

**17.1 The Borrower's Rights**

The rights of the Borrower under this Assignment are not assignable or transferable and the Borrower agrees that it will not purport to assign all or any such rights except as provided under the Credit Agreement.

**17.2 The Collateral Agent's Rights**

- (a) The rights of the Collateral Agent under this Assignment are assignable in whole or in part without the consent of the Borrower except as provided under the Credit Agreement.
- (b) The Collateral Agent may not resign except in accordance with the terms of the Security Trust Deed.

**18. NOTICES**

**18.1 Communications in Writing**

Each communication to be made under this Assignment shall be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

**18.2 Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 18.1 (*Communications in writing*) the contact details of each of the parties are as follows:

- (a) to the Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

- (b) to the Borrower:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: dfarkas@ncl.com  
hflanders@ncl.com

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: martinez@apollolp.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: bfinkelstein@paulweiss.com

or to such other address and/or number as is notified in writing by a party to the other parties under this Assignment.

### 18.3 **Delivery of Notices**

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified in Clause 18.2 (*Contact Details*); provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Collateral Agent and the Borrower agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Collateral Agent shall not be effective until received by the Collateral Agent, or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Collateral Agent, only if it is addressed in such a manner as the Collateral Agent shall specify for this purpose.

### 19. **GOVERNING LAW**

- (a) This Assignment and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-

contractual obligation arising out of or in connection with this Assignment ) (a **"Dispute"**). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 19 is for the benefit of the Collateral Agent on behalf of the Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

- (c) Without prejudice to any other mode of service allowed under any relevant law, the Borrower: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent. Failing this, the Collateral Agent may appoint another agent for this purpose.
- (d) Each party to this Assignment expressly agrees and consents to the provisions of this Clause 19.

## **20. COUNTERPARTS AND EFFECTIVENESS**

### **20.1 Counterparts**

This Assignment may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

### **20.2 Effectiveness**

This Assignment shall take effect and be delivered as a deed on the date on which it is stated to be made.

**IN WITNESS WHEREOF** this Assignment has been executed as a deed by the Borrower and the Collateral Agent.

**SCHEDULE 1**

**FORM OF NOTICE OF ASSIGNMENT**

To: [The Manager]

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an assignment agreement dated [●] (the "**Assignment**") and made between Seahawk Two, Ltd. (the "**Borrower**") and KfW IPEX-Bank GmbH as Collateral Agent (the "**Collateral Agent**"), the Borrower has assigned to the Collateral Agent a first priority assignment of all of its rights, title, interests and benefits in, to or in respect of the management agreement dated [●] between the Borrower and you, as manager in relation to the provision of commercial and technical management and crewing services for the ship (the "**Ship**") with provisional hull number [\*] (the "**Management Agreement**").

With effect from your receipt of this notice we hereby give you notice that:

- (a) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (each as defined therein) (the "**Credit Agreement**")), written notice of the occurrence and continuance of such Event of Default has been delivered to you by the Collateral Agent, all payments to be made to the Borrower under or arising from the Management Agreement should be made to the Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default, all remedies of the Borrower provided for in the Management Agreement or available at law or in equity shall be exercisable by the Collateral Agent;

- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Management Agreement shall be exercisable by the Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Management Agreement are assigned to the Collateral Agent;
- (e) no waiver or amendment of or supplement to the terms of the Management Agreement may be made other than any waiver, amendment or supplement (i) advised by the Borrower's tax counsel, (ii) of a technical nature or (iii) deemed necessary by the parties to the Management Agreement to reflect the prevailing circumstances to reflect the prevailing circumstances, provided that in each case, the prior written consent of the Collateral Agent shall be required for any such amendment, waiver or supplement that (x) is materially adverse to the interests of the Collateral Agent in the Security or the Assigned Rights or (y) adversely affects the ability of the Borrower to perform its obligations under the Credit Documents (as defined in the Credit Agreement);
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Management Agreement unless replaced by a Management Agreement or Management Agreements, as the case may be, reasonably satisfactory to the Facility Agent (as defined in the Credit Agreement);
- (g) the Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Management Agreement except that to the extent that the Collateral Agent notifies you in writing that an Event of Default (as referred to in the Assignment) has occurred and is continuing. Upon giving such notice, the Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) (including, without limitation, making a demand under the Management Agreement) to the extent stated in that notice and without you being under any duty or obligation to verify or make any enquiry as to whether such (or any) Event of Default has occurred;
- (h) the Borrower has irrevocably appointed the Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Management Agreement. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the Collateral Agent from time to time in connection with the Management Agreement without further authority or enquiry by you from the Borrower; and
- (i) the Borrower remains liable to perform all its duties and obligations under the Management Agreement and the Collateral Agent is under no obligation of any kind under the Management Agreement nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Collateral Agent with such information relating to the Management Agreement as it may from time to time reasonably request and to send copies of any notices issued by you under the Management Agreement which have had or would reasonably be

expected to have a material adverse effect on the value of the Management Agreement or the Ship, to the Collateral Agent as well as to the Borrower.

This notice of assignment shall terminate, and be of no further force and effect, upon termination of the Assignment (as notified to you by the Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Collateral Agent.

Yours faithfully

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For and on behalf of  
**SEAHAWK TWO, LTD.**

**SCHEDULE 2**

**FORM OF ACKNOWLEDGMENT OF ASSIGNMENT**

**[To be printed only on copy of the Notice of Assignment given]**

To: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "**Notice**"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title, interests and benefits in, to or in respect of the Management Agreement and that we will comply with the terms of the Notice.

We further agree and confirm that:

- (a) if an Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, we covenant and agree with the Collateral Agent that the Collateral Agent shall have the right to terminate the Management Agreement, as the Collateral Agent determines in its sole discretion, upon not fewer than three (3) Business Days prior written notice setting forth the effective date of such termination, without such termination giving rise to any claim by us as Manager, other than for services already rendered by us as Manager as of the effective date of such termination;
- (b) with respect to the Ship, we agree that any lien arising in our favour under the Management Agreement is subject and subordinated in all respects to the lien of the first priority mortgage and the deed of covenants in respect of the Ship granted by the Borrower in favour of the Collateral Agent (the "**Vessel Mortgage**"), and, at the option of the Collateral Agent, foreclosure (or any similar action taken by the Collateral Agent) under the Vessel Mortgage shall terminate the Management Agreement and such liens and divest us and our submanagers of all right, title and interest in and to the Ship;
- (c) we will not enter into any sub-management agreement or contract out our obligations under the Management Agreement to any person without the Collateral Agent's prior written consent, unless (i) the sub-manager executes a consent substantially identical

to this consent and (ii) the sub-manager is as competent to render management services as we are; and

- (d) we acknowledge that we shall not challenge the effectiveness of the Assignment (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Assignment, as applicable) with respect to the Management Agreement.

Yours faithfully

For and on behalf of  
**[Manager]**  
as Manager

By:

Date:

**SCHEDULE 3**  
**FORM OF MANAGEMENT AGREEMENT**  
*[TO BE INSERTED]*

**SIGNATORIES**

Signed as a deed on behalf of **SEAHAWK TWO, LTD.**, a company incorporated in Bermuda, by *[full name(s) of person(s) signing]*, being [a] person[s] who, in accordance with the laws of that territory, [is][are] acting under the authority of the company

---

*Authorised [signatory] [signatories]*

Signed as a deed on behalf of **KFW IPEX-BANK GMBH**, a company incorporated in Germany, by [FULL NAME(S) OF PERSON(S) SIGNING], being [a] person[s] who, in accordance with the laws of that territory, [is][are] acting under the authority of the company

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*Authorised [signatory] [signatories]*

Dated \_\_\_\_\_ 2014

**HULL NO. [\*]**

**FORM OF SECURITY TRUST DEED**

between

**KFW IPEX-BANK GMBH**  
as Collateral Agent

**KFW IPEX-BANK GMBH**  
as Delegate Collateral Agent

**KFW IPEX-BANK GMBH**  
as Facility Agent

**SEAHAWK TWO, LTD.**  
as Company

**NCL CORPORATION LTD.**  
as Parent

and

**OTHERS**

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THIS DEED is made on \_\_\_\_\_ 2014

**BETWEEN:**

- (1) **SEAHAWK TWO, LTD.**, a Bermuda company with its registered office at Cumberland House, 9<sup>h</sup> Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Company**”);
- (2) **NCL CORPORATION LTD.**, a Bermuda company with its registered office at Cumberland House, 9<sup>th</sup> Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Parent**” and together with the Company, the “**Credit Parties**”);
- (3) The financial institutions listed in Schedule 1 as Secured Creditors (together with the Collateral Agent and the Delegate Collateral Agent, the “**Original Secured Creditors**”);
- (4) **KFW IPEX-BANK GMBH** as facility agent for the Lender Creditors (the “**Facility Agent**”);
- (5) **KFW IPEX-BANK GMBH** as trustee for the Secured Creditors (the “**Collateral Agent**”, which expression includes any additional or successor Collateral Agent appointed pursuant to and in accordance with the terms of this Deed); and
- (6) **KFW IPEX-BANK GMBH** as trustee for the Secured Creditors (the “**Delegate Collateral Agent**”), which expression includes any additional or successor Delegate Collateral Agent appointed pursuant to and in accordance with the terms of this Deed).

**RECITALS:**

- (A) The Lenders are willing to make certain credit facilities available to the Company on the terms and subject to the conditions set out in the Credit Agreement, one of those conditions being that the Company enters into this Deed.
- (B) The Collateral Agent holds the Transaction Security (excluding the Assignment of KfW Refund Guarantees) on trust for itself and the other Secured Creditors on the terms of this Deed.
- (C) The Delegate Collateral Agent holds the Assignment of KfW Refund Guarantees on trust for itself and the other Secured Creditors on the terms of this Deed.

**IT IS AGREED** as follows:

**DEFINITIONS AND INTERPRETATION**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed the following terms have the meanings given to them in this Clause 1.1.

“**Agents**” means the Collateral Agent and the Delegate Collateral Agent.

“**Assignment of KfW Refund Guarantees**” means the assignment of refund guarantees dated on or about the date of this Deed and made between the Company and the Delegate Collateral Agent relating to certain Refund Guarantees issued by KfW IPEX-Bank GmbH.

“**Credit Agreement**” means the €665,995,880 credit agreement dated on or about the date hereof made between the Parent, the Company, the Lenders and others.

“**Credit Document Obligations**” has the meaning given in the Credit Agreement.

“**Delegate**” means any delegate, agent or attorney appointed by the Collateral Agent, pursuant to and in accordance with the terms of this Deed.

“**Discharge Date**” means the date on which all the Secured Obligations have been fully discharged and none of the Lender Creditors is under any obligation (whether actual or contingent, other than (i) contingent obligations for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement) to make advances or provide other financial accommodation to any of the Credit Parties under the Credit Documents.

“**Other Obligations**” has the meaning given in the Credit Agreement.

“**Party**” means a party to this Deed.

“**Receiver**” means a receiver and manager or any other receiver (whether appointed pursuant to this Deed or any statute, by a court or otherwise) of all or any of the Trust Property and the Trust Property Delegated and shall, where permitted by law, include an administrative receiver.

“**Secured Creditors**” means (a) the Original Secured Creditors, (b) any Receiver or Delegate, (c) any additional or successor Agents appointed pursuant to and in accordance with the terms of this Deed, (d) any Other Creditor that has acceded to this Deed by delivery of a Secured Creditor Accession Undertaking to the Collateral Agent, (e) any successor Facility Agent or permitted assignee or permitted transferee of a Lender that has acceded to this Deed by (i) delivery of a Secured Creditor Accession Undertaking to the Collateral Agent or (ii) delivery of a Transfer Certificate or Assignment Agreement to the Facility Agent and (f) any permitted assignee of a Lender by way of Security, including without limitation, KfW in connection with the KfW Refinancing.

“**Secured Creditor Accession Undertaking**” means an undertaking substantially in the form set out in Schedule 2 (*Form of Secured Creditor Accession Undertaking*) of this Deed.

“**Secured Obligations**” means the Credit Document Obligations and the Other Obligations.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Transaction Security”** means the security created or expressed to be created in favour of the relevant Agent pursuant to the Assignment of Contracts, the Assignment of KfW Refund Guarantees, the Assignment of Management Agreement, the Assignments of Earnings and Insurances, the Assignment of Charters and any other agreement which is governed by the laws of England and Wales and which creates or purports to create Security in favour of the Secured Creditors.

**“Trust Property”** means all rights, interests, benefits and other property comprised in the Transaction Security (excluding the Assignment of KfW Refund Guarantees) and the proceeds thereof including without limitation:

- (a) any rights, interests or other property and the proceeds thereof from time to time assigned, transferred, mortgaged, charged, or pledged to or otherwise vested in the Collateral Agent under, pursuant to or in connection with this Deed or any Credit Document to which the Collateral Agent is a party;
- (b) any representation, obligation, covenant, warranty or other contractual provision in favour of the Collateral Agent (other than any made or granted solely for its own benefit) made or granted in or pursuant to any of the Credit Documents to which the Collateral Agent is a party;
- (c) any sum which is received or recovered by the Collateral Agent under, pursuant to or in connection with any of the Credit Documents or the exercise of any of the Collateral Agent’s powers under or in connection therewith (other than any sum received or recovered solely for its own account) and which is held by the Collateral Agent upon trust on the terms of this Deed or any of the Credit Documents to which the Collateral Agent is a party; and
- (d) all income and other sums at any time received or receivable by the Collateral Agent in respect of the other Trust Property or any part thereof.

**“Trust Property Delegated”** means all rights, interests, benefits and other property comprised in the Assignment of KfW Refund Guarantees and the proceeds thereof including without limitation:

- (a) any rights, interests or other property and the proceeds thereof from time to time assigned, transferred, mortgaged, charged, or pledged to or otherwise vested in the Delegate Collateral Agent under, pursuant to or in connection with this Deed or the Assignment of KfW Refund Guarantees;
- (b) any representation, obligation, covenant, warranty or other contractual provision in favour of the Delegate Collateral Agent (other than any made or granted solely for its own benefit) made or granted in or pursuant to any of the Assignment of KfW Refund Guarantees;
- (c) any sum which is received or recovered by the Delegate Collateral Agent under, pursuant to or in connection with any of the Assignment of KfW Refund Guarantees or the exercise of any of the Delegate Collateral Agent’s powers under or in connection therewith (other than any sum received or recovered solely for its own account) and which is held by the Delegate

Collateral Agent upon trust on the terms of this Deed or any the Assignment of KfW Refund Guarantees; and

- (d) all income and other sums at any time received or receivable by the Delegate Collateral Agent in respect of the other Trust Property Delegated or any part thereof.

“**Trustee Acts**” means the Trustee Act 1925 and the Trustee Act 2000.

## 1.2 **Defined Terms**

Unless this Deed provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Deed.

## 1.3 **References to Agreements**

Unless otherwise stated, any reference in this Deed to any agreement or document (including any reference to this Deed or any other Credit Document or to any agreement or document entered into pursuant to or in accordance with such agreement or document) shall be construed as a reference to:

- (a) such agreement or document as amended, restated, varied, novated or supplemented from time to time; and
- (b) any agreement or document whereby such agreement or document is so amended, restated, varied, novated or supplemented or which is entered into pursuant to or in accordance with such agreement or document.

## 1.4 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

## 1.5 **Statutes**

Any reference in this Deed to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

## 1.6 **Third Party Rights**

- (a) A person which is not a party to this Deed (a “**third party**”) shall have no rights to enforce the provisions of this Deed save for those rights it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect provided that each of Clause 5.1 (*Credit Parties’ Indemnity to Agents*), Clause 9.1 (*Transaction and Enforcement Expenses*) and Clause 13.3 (*Currency Indemnity*) shall be enforceable by any third party referred to in such clause as if such third party were a party to this Deed.

(b) The Parties to this Deed may vary or rescind this Deed without the consent of any third party.

**1.7 Clause and Schedule Headings**

(a) Unless otherwise stated, any reference in this Deed to a Clause or a Schedule shall be construed as a reference to a clause of or a schedule to this Deed.

(b) Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Deed.

**2. TRUSTEE FOR THE SECURED CREDITORS**

**2.1 Declaration of Trust by Collateral Agent**

Subject to the provisions of Clause 2.3 (*Non-Trust Jurisdictions*), and with effect from the Initial Syndication Date each of the Secured Parties appoints the Collateral Agent and the Collateral Agent declares itself, as trustee of the Trust Property to hold the same on trust for the Secured Creditors for the purpose of securing the Secured Obligations on the terms and subject to the conditions set out in this Deed.

**2.2 Declaration of Trust by Delegate Collateral Agent**

Subject to the provisions of Clause 2.3 (*Non-Trust Jurisdictions*), and with effect from the Initial Syndication Date each of the Secured Parties appoints the Delegate Collateral Agent and the Delegate Collateral Agent declares itself, trustee of the Trust Property Delegated to hold the same on trust for the Secured Creditors for the purpose of securing the Secured Obligations on the terms and subject to the conditions set out in this Deed.

**2.3 Non-Trust Jurisdictions**

It is hereby agreed that, in relation to any jurisdiction the courts of which would not recognise or give effect to the trusts expressed to be created by this Deed, the relationship of the Secured Creditors to the Agents shall be construed as one of principal and agent but, to the extent permissible under the laws of such jurisdiction, all the other provisions of this Deed shall have full force and effect between the Parties.

**2.4 Covenant to Pay**

Each Credit Party hereby covenants with the Agents as trustees for the Secured Creditors that on demand by either of the Agents such Credit Party shall discharge all obligations which are then due and payable and which such Credit Party may at any time owe to such Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors (whether for their own account or as trustee or agent of the persons who such Secured Creditors represent or for whom they act) under or pursuant to the Credit Documents including any liability in respect of any further advances made under the Credit Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and each Credit Party shall pay to the Agents when due and payable every sum at any time owing, due or incurred by such Credit

Party to such Agent (whether for its own account or as trustee for the Secured Creditors) or any of the other Secured Creditors (whether for their own account or as trustee or agent of the persons who such Secured Creditors represent or for whom they act) in respect of any such liabilities.

### **3. APPLICATION OF PROCEEDS**

#### **3.1 Order of Application**

All moneys from time to time received or recovered by the Agents (after payment of any sums received by the Delegate Collateral Agent to the Collateral Agent pursuant to the Assignment of KfW Refund Guarantees) shall be applied by the Collateral Agent in accordance with the order of priority set out in Section 4.05 (*Application of Proceeds*) of the Credit Agreement.

#### **3.2 Investment of Proceeds**

- (a) Pending its distribution under Clause 3.1 (*Order of Application*) and without responsibility for any loss or any reduction in return which may result from its so doing, the Collateral Agent may credit any sum received, recovered or held by it in respect of the Trust Property and/or the Trust Property Delegated to such suspense or other account as the Collateral Agent thinks fit or invest or place on deposit such sum in the name of or under the control of the Collateral Agent in any investment for the time being authorised by English law for the investment by trustees of trust moneys or with such bank or financial institution (including the Collateral Agent) as the Collateral Agent may think fit.
- (b) The Collateral Agent may at any time in its absolute discretion vary, exchange, transfer or transpose any such investments or deposits for or into other such investments or deposits without being under any obligation or duty to diversify the same. Any investment made by the Collateral Agent may, at its discretion, be made or retained in the name of a nominee.

#### **3.3 Currency Conversion**

In order to apply any sum held or received by the Collateral Agent or a Receiver in or towards payment of the Secured Obligations, the Collateral Agent or such Receiver may purchase an amount in another currency and the rate of exchange to be used shall be that at which, at such time as it considers appropriate, the Collateral Agent or such Receiver is able to effect such purchase.

#### **3.4 Permitted Deductions**

The Collateral Agent shall be entitled to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed, and to pay all taxes which may be assessed against it in respect of any of the Trust Property or Trust Property Delegated, as applicable or as a consequence of performing its duties, or by virtue of its acting in its capacity as Collateral Agent under any of the Credit Documents or otherwise

(other than in connection with its remuneration for performing its duties under this Deed).

### 3.5 **Discharge of Secured Obligations**

- (a) Any payment to be made in respect of the Secured Obligations by the Collateral Agent pursuant to paragraph (ii) of Section 4.05 (*Application of Proceeds*) of the Credit Agreement shall be made to the Facility Agent (on behalf of the Lenders and the other Secured Creditors (to the extent applicable)) and any payment so made shall to the extent of such payment be a good discharge to the Agents.
- (b) The Credit Parties hereby agree that any sums due in respect of the Secured Obligations to any Secured Creditor shall only be discharged to the extent that such Secured Creditor has received such sums in the currency in which such sums are due under the Credit Documents.

### 3.6 **Clawback**

- (a) If any Secured Creditor has received an amount as a result of the enforcement of the Transaction Security and the Collateral Agent and/or the Delegate Collateral Agent is subsequently required to pay an amount equal to that amount (a “**Clawback Amount**”) to a liquidator (or any other party) whether pursuant to a court order or otherwise such Secured Creditor will promptly on the request of the Collateral Agent and/or the Delegate Collateral Agent (as applicable) pay an amount equal to such Clawback Amount to the Collateral Agent and/or the Delegate Collateral Agent (as applicable) for payment to the liquidator (or such other party).
- (b) Each Secured Creditor that has received a Clawback Amount shall indemnify the relevant Agent against any and all costs, claims, losses, expenses (including legal fees) and liabilities together with any VAT thereon which the Collateral Agent and/or the Delegate Collateral Agent (as applicable) may incur with respect to that Clawback Amount otherwise than by reason of the Agent’s own gross negligence or wilful misconduct.

## 4. **SECURED CREDITORS’ UNDERTAKINGS**

Each Secured Creditor gives the undertakings set out in this Clause 4 to each of the other Secured Creditors and acknowledges that the Agents entered into this Deed in reliance on those undertakings.

### 4.1 **Secured Creditors’ Information**

The Secured Creditors shall furnish to the Facility Agent, for transmission to the Collateral Agent and/or the Delegate Collateral Agent, such information as the Collateral Agent and/or the Delegate Collateral Agent may reasonably specify (through the Facility Agent) as being necessary or desirable to enable the Collateral Agent and/or the Delegate Collateral Agent to perform its functions as trustee.

#### 4.2 **Independent Power**

Each of the Collateral Agent and the Delegate Collateral Agent alone, in their respective capacities to the exclusion of the Secured Creditors, shall have power to enforce or have recourse to the Transaction Security and to exercise its rights and powers pursuant to the Credit Documents.

#### 4.3 **Indemnity to Agents**

Without prejudice to any of the provisions of any other Credit Document and to the extent that the Company does not do so on demand or is not obliged to do so, each Secured Creditor that is a Lender hereby severally agrees to indemnify, rateably in accordance with such Lender's Commitment, the Collateral Agent and/or the Delegate Collateral Agent (as applicable) (and every Receiver and Delegate) on demand from and against any action, charge, claim, cost, damage, demand, expense (including legal fees), liability or loss which may be brought, made or preferred against or suffered, sustained or incurred by the Collateral Agent and/or the Delegate Collateral Agent (as applicable) in complying with any instructions from any of the Secured Creditors or, in the case of the Delegate Collateral Agent, the Collateral Agent or otherwise sustained or incurred by the Collateral Agent and/or the Delegate Collateral Agent (as applicable) or any Receiver or Delegate in connection with this Deed or any Credit Document except to the extent that the liability or loss arises directly from the Collateral Agent's and/or the Delegate Collateral Agent's (as applicable) (or, as the case may be, the Receiver's or the Delegate's) gross negligence or wilful misconduct.

#### 4.4 **Assignments and Transfers**

Each Secured Creditor agrees with the Agents that it shall not assign or transfer any of its rights, benefits and/or obligations under the Credit Agreement unless the person to whom such assignment or transfer is made shall have acceded to this Deed by the delivery to the Agents of a duly completed Secured Creditor Accession Undertaking, Transfer Certificate or Assignment Agreement so as to ensure that such person shall be bound by the terms and conditions of this Deed as a Secured Creditor. For the avoidance of doubt, this provision shall not apply to a permitted assignment by way of security including, without limitation, pursuant to the KfW Refinancing.

### 5. **CREDIT PARTIES' UNDERTAKINGS**

#### 5.1 **Credit Parties' Indemnity to Agents**

The Credit Parties shall jointly and severally indemnify and hold harmless the Collateral Agent and the Delegate Collateral Agent and every Receiver and Delegate ("**indemnified parties**") on demand from and against any and all costs, claims, losses, expenses (including legal fees) and liabilities (together with any applicable VAT), incurred by any of them in relation to or arising out of:

- (a) the preservation, exercise or enforcement of the Transaction Security;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in any of the indemnified parties by the Credit Documents or by law;

- (c) any default by any Credit Party in the performance of any of the obligations expressed to be assumed by it in the Credit Documents; or
- (d) otherwise in relation to any of the Transaction Security or the performance of the terms of this Deed.

The Collateral Agent and the Delegate Collateral Agent may, in priority to any payment to the Secured Creditors and on its own behalf or on behalf of the other indemnified parties, indemnify itself or such other indemnified parties out of the Trust Property and Trust Property Delegated respectively and shall have a lien on the Trust Property and Trust Property Delegated respectively for all moneys payable under this Clause 5.1.

#### 5.2 **Counter Indemnity**

To the extent that a Secured Creditor is required to indemnify the Collateral Agent and/or the Delegate Collateral Agent pursuant to Clause 4.3 (*Indemnity to Agents*) as a result of any action which a Credit Party is required to take but does not, the relevant Credit Party agrees to indemnify each such Secured Creditor on demand against any amount it has paid to the Collateral Agent and/or the Delegate Collateral Agent pursuant to Clause 4.3 (*Indemnity to Agents*).

#### 5.3 **Credit Parties' Waiver**

Each of the Credit Parties hereby unconditionally waives, to the extent permitted under applicable law any and all rights it may have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any sum received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

#### 5.4 **Sums Received by Credit Parties**

If any of the Credit Parties receives any sum which, pursuant to any of the Credit Documents, should have been paid to the Collateral Agent and/or the Delegate Collateral Agent, that sum shall be held by that Credit Party for and to the order of the Secured Creditors and shall as soon as practicable be paid to the Collateral Agent for application in accordance with Clause 3.1 (*Order of Application*).

### 6. **AGENTS' RIGHTS AND DUTIES**

#### 6.1 **Powers and Remuneration**

- (a) The Agents shall have such rights, powers, authorities and discretions as are (i) conferred on trustees by the Trustee Acts and (ii) by way of supplement to the Trustee Acts as provided for in this Deed and the Credit Documents.
- (b) Between itself and the other Parties, the Collateral Agent shall have full power to determine all questions and doubts arising in relation to any of the provisions of this Deed or any Credit Document and any such determination shall in the absence of manifest error, be conclusive and shall bind the Agents and the other Parties.

- (c) The Agents shall be entitled to such remuneration as it may from time to time agree with the Company with the approval of the Facility Agent.

## 6.2 **Instructions for Agents to Act**

The Agents shall:

- (a) be entitled, in their absolute discretion, to refrain from taking any (or any further) action or exercising any of the Agents' rights under or in respect of this Deed or any Credit Document until it has received instructions from the Facility Agent, as to whether (and/or the way in which) such action, right, power, authority or discretion is to be taken or exercised;
- (b) except as otherwise provided in this Deed, act in accordance with any instructions given to it by the Facility Agent and shall be entitled to assume that (i) any instructions received by it from the Facility Agent are duly given by the Facility Agent itself or on behalf of the requisite Lenders and/or other Secured Creditors (if applicable), (ii) all applicable conditions under the Credit Documents for taking any action it is directed to take have been satisfied and (iii) unless it has received actual notice of their revocation, that any instructions or directions given by the Facility Agent have not been revoked;
- (c) be entitled to request instructions or clarification from the Facility Agent as to whether, and in what manner, it should exercise or refrain from exercising its rights, powers and discretions under this Deed and the Agents may refrain from acting unless and until it has received such instructions or clarification;
- (d) be entitled to refrain from acting in accordance with the instructions of the Facility Agent or any other person (including bringing any legal action or proceeding arising out of or in connection with the Credit Documents) until it has received such indemnification and/or security as it may in its absolute discretion require (whether by way of payment in advance or otherwise) for all costs, expenses, losses and liabilities which it may incur in taking such action or bringing such legal action or proceedings; and
- (e) be entitled to carry out all dealings with the Lenders and/or other Secured Creditors (if applicable) through the Facility Agent and may give to the Facility Agent any notice or other communication required to be given by the Agents to the Lenders and/or other Secured Creditors (if applicable).

## 6.3 **Action to Protect or Enforce Transaction Security**

Subject to the provisions of this Clause 6:

- (a) the Agents may, in the absence of any instructions from the Facility Agent to the contrary, take such action in the exercise of any of its duties under the Credit Documents and this Deed which in its absolute discretion it considers appropriate; and
- (b) at any time after receipt by the Agents of notice from the Facility Agent informing the Agents that the Transaction Security has become enforceable and directing the Agents to exercise all or any of its rights, remedies, powers

or discretions under any of the Credit Documents or this Deed, the Agents shall take such action as in its absolute discretion it thinks fit to enforce the Transaction Security.

#### 6.4 Agents' Rights and Discretions

The Agents may:

- (a) rely on:
  - (i) any communication, certificate, legal opinion or other document believed by it to be genuine and correct and to have been signed by, or with the authority of, the proper person;
  - (ii) any statement made by a director, officer, partner or employee of any person regarding any matters which may reasonably be assumed to be within his knowledge or within his power to verify; and
  - (iii) a certificate signed by any one or more persons which, or each of which, is believed by it to be a director or other duly authorised officer of the relevant Party to the effect that any particular dealing, transaction, step or thing is, in the opinion of the person so certifying, suitable or expedient or as to any other fact or matter upon which the Agents may require to be satisfied and shall not be responsible for any loss that may be occasioned by its relying on any such certificate;
- (b) obtain and pay for such legal or other expert advice or services as it may consider necessary or desirable;
- (c) retain for its own benefit, without liability to account to any other person, any fee or other sum received by it for its own account;
- (d) in the case of the Collateral Agent only, exercise any of its rights, powers and discretions and perform any of its obligations under this Deed or any of the Credit Documents through its employees or through paid or unpaid agents, which may be corporations, partnerships or individuals (whether or not lawyers or other professional persons). Any such agent shall be responsible for its own acts and omissions and subject to Section 12.02 of the Credit Agreement, the Collateral Agent shall not be responsible for any misconduct or omission on the part of, or be bound to supervise the proceedings or acts of, any such employee or agent (and any such agent which is engaged in any profession or business shall be entitled to charge and be paid all usual fees, expenses and other charges for its services);
- (e) in the case of the Collateral Agent only, at any time and from time to time delegate, whether by power of attorney or otherwise and upon such terms and conditions (including the power to sub-delegate) as the Collateral Agent may think fit, to any persons all or any of its rights, powers and discretions under this Deed or under any of the Credit Documents. Such delegate or sub-delegate shall be responsible for its own acts and omissions and subject to Section 12.02 of the Credit Agreement, the Collateral Agent shall not be in

any way liable or responsible to any person for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate. Notwithstanding the above and for the avoidance of doubt, the Collateral Agent shall not be responsible for any acts or omissions, including, without limitation, any acts or omissions caused by the gross negligence or wilful misconduct of the Delegate Collateral Agent

- (f) together with every Receiver, Delegate or other person appointed under this Deed or any of the Credit Documents, indemnify themselves out of the Trust Property and the Trust Property Delegated against all proceedings, claims and demands which may be made or taken against it and all costs, charges, damages, expenses and liabilities which it may suffer or incur unless suffered or incurred by reason of its own gross negligence or wilful misconduct; and
- (g) unless it has, in its capacity as trustee for the Secured Creditors, received actual notice to the contrary, assume that (i) no Event of Default has occurred and no Credit Party is in breach of or default under its obligations under any of the Credit Documents and (ii) any right, power, authority or discretion vested by any Credit Document in any person has not been exercised.

#### 6.5 **Agents' Obligations**

The Agents shall promptly inform the Facility Agent (and in the case of the Delegate Collateral Agent, inform the Collateral Agent) of:

- (a) the contents of any written notice or document received by it in its capacity as Collateral Agent and Delegate Collateral Agent from any Credit Party under any Credit Document; and
- (b) the occurrence of any Event of Default or any default by a Credit Party in the due performance of or compliance with its obligations under any Credit Document of which the Collateral Agent or Delegate Collateral Agent has received written notice from any other Party.

#### 6.6 **Excluded Obligations**

Notwithstanding anything to the contrary expressed or implied in any Credit Document, the Agents shall not:

- (a) be liable to anyone where it has acted reasonably and in good faith on the opinion or advice of or any information obtained from any lawyer, accountant, architect, engineer, surveyor, broker, consultant, valuer or other expert (including any auditor), whether obtained by the Agents or otherwise whether or not the expert's liability in respect thereof is limited by a monetary cap or otherwise and whether or not any such opinion, advice or information contains some error or is not authentic;
- (b) be obliged to monitor or enquire as to whether or not an Event of Default has occurred and will not be deemed to have knowledge of the occurrence of an Event Default unless it has actual knowledge or express notice thereof;

- (c) have any duty to (i) ensure that any payment or other financial benefit in respect of any of the Trust Property or the Trust Property Delegated is duly and punctually paid, received or collected as and when the same becomes due and payable or (ii) to procure that the correct amounts (if any) are paid or received or to ensure the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accrued or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on, or in respect of or in substitution for any of the Trust Property or the Trust Property Delegated;
- (d) unless required by law or ordered so to do by a court of competent jurisdiction, be required to (i) disclose to any Secured Creditor any credit or other information (other than information in the Agents' possession specifically concerning the Credit Documents) with respect to the financial condition or affairs of any member of the Group or any of their related entities whether coming into its or any of its affiliates possession before or on the entry into this Deed or at any time thereafter or (ii) request any certificates or other documents from any member of the Group unless specifically requested to do so by the Facility Agent in accordance with this Deed or any of the Credit Documents;
- (e) be bound to account to any other Secured Creditor for any sum or the profit element of any sum received by it for its own account;
- (f) be bound to disclose to any other person (including any Secured Creditor) (i) any confidential information or (ii) any other information if disclosure would or might in its reasonable opinion constitute a breach of any law or be a breach of fiduciary duty;
- (g) be liable to any of the Secured Creditors for any action taken or omitted to be taken under or in connection with any of the Credit Documents unless caused by its fraud, gross negligence or wilful misconduct;
- (h) be under any obligations other than those which are specifically provided for in the Credit Documents to which it is a party;
- (i) have or be deemed to have any duty, obligation or responsibility to, or relationship of trust or agency with, any Credit Party; or
- (j) be obliged to take any action in relation to enforcing or perfecting any charge over any shares in a company registered or incorporated with unlimited liability.

#### 6.7 **Responsibility of Secured Creditors**

It is understood and agreed by each Secured Creditor that at all times that Secured Creditor has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigation into all risks arising under or in connection with the Credit Documents including but not limited to:

- (a) the financial condition, creditworthiness, condition, affairs, status and nature of each of the Credit Parties;
- (b) the legality, validity, effectiveness, adequacy and enforceability of each of the Credit Documents and the Transaction Security and any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Credit Documents;
- (c) whether that Secured Creditor has recourse, and the nature and extent of that recourse, against any Credit Party or any other person or any of their respective assets under or in connection with the Credit Documents or the transactions contemplated therein or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Credit Documents;
- (d) the adequacy, accuracy and/or completeness of any information provided by any person in connection with the Credit Documents or the transactions contemplated therein or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Credit Documents; and
- (e) the right or title of any person in or to, or the value or sufficiency of any part of the Trust Property or the Trust Property Delegated, the priority of any of the Transaction Security or the existence of any other Security affecting the Trust Property or the Trust Property Delegated,

and each Secured Creditor warrants to the Agents that it has not relied on and will not at any time rely on the Agents in respect of any of these matters.

#### 6.8 **No Responsibility to Perfect Security**

The Agents shall not be liable for any omission or defect in, or any failure to preserve or perfect any or all of the Transaction Security including, without limitation, any failure to:

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Credit Party to any of the Trust Property or the Trust Property Delegated;
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any of the Credit Documents or the Transaction Security;
- (c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any applicable laws in any jurisdiction or to give notice to any person of the execution of any of the Credit Documents or of the Transaction Security;
- (d) take, or to require any of the Credit Parties to take, any steps to perfect its title to any of the Trust Property or the Trust Property Delegated or to render the Transaction effective or to secure the creation of any ancillary security under the laws of any jurisdiction; or

(e) require any further assurances in relation to any of the Transaction Security.

**6.9 Insurance**

The Agents shall not be under any obligation to insure any of the Trust Property or the Trust Property Delegated, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in the Credit Documents. The Agents shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance. Where the Agents are named on any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless any Secured Creditor shall have requested it to do so in writing and the Agents shall have failed to do so within 14 days after receipt of that request.

**6.10 Safekeeping**

- (a) Each of the Agents shall be at liberty to place (at the cost of the Credit Parties) any of the Credit Documents and any title deeds or other documents relating to the Transaction Security in any safe custody selected by the Agents or with any financial institution, any company whose business includes the safe custody of documents or any firm of lawyers of good repute and the Agents shall not be responsible for, or required to insure against, any loss incurred in connection with that deposit.
- (b) Each of the Agents may in its absolute discretion make any such arrangements as it thinks fit for allowing any Credit Party or its lawyers or auditors or other advisers access to or possession of any title deeds and other documents relating to the Transaction Security.
- (c) The Agents shall not be responsible for any loss which may result arising out of any deposit, access, possession or other matter provided for in this Clause 6.10.

**6.11 Acceptance of Title**

Each of the Agents shall be entitled to accept without enquiry, and shall not be obliged to investigate, such evidence of right and title as any Credit Party may have to any of the Trust Property or the Trust Property Delegated and shall not be liable for or bound to require any Credit Party to remedy any defect in its right or title.

**6.12 Refrain from Illegality**

Each of the Agents may refrain from doing anything which in its opinion would or might be contrary to any law of any jurisdiction or any directive or regulation binding on it which would or might otherwise render it liable to any person, and the Agents may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

6.13 **Business with the Credit Parties**

Each of the Agents may accept deposits from, lend money to or provide advisory or other services to and generally engage in any kind of banking or other business with any of the Credit Parties whether or not it may or does lead to a conflict with the interests of any of the Secured Creditors and may do so without any obligation to account to or disclose any such arrangements to any person.

6.14 **Agent Division Separate**

In acting as trustee for the Secured Creditors, each of the Agents shall be regarded as acting through its trustee division which shall be treated as a separate entity from any of its other divisions or departments and any information received by any other division or department of the relevant Agent may be treated as confidential and shall not be regarded as having been given to the relevant Agent's trustee division.

6.15 **Exclusion of Liability**

Neither the Agents nor any of their officers, employees or agents makes, or shall at any time be deemed to have made any representation or warranty (express or implied) with regard to, nor shall it be responsible or liable to any person for:

- (a) the adequacy, accuracy or completeness of any representation, warranty, statement or information contained in this Deed or any Credit Document, notice, report or other document, statement or information circulated, delivered or made to any Secured Creditor whether orally or otherwise and whether before, on or after the date of this Deed;
- (b) the execution, delivery, validity, legality, priority, ranking, adequacy, effectiveness, performance, enforceability or admissibility in evidence of this Deed or any Credit Document or any other document referred to in paragraph (a) above or of any Transaction Security created thereby or any obligations imposed thereby or assumed thereunder or any other document, agreement or arrangement entered into, made or executed in anticipation of, pursuant to or in connection therewith;
- (c) anything done or not done by it or any of them under or in connection with this Deed or the Credit Documents;
- (d) any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to any of the Credit Documents or the Transaction Security or otherwise, whether in accordance with an instruction from the Facility Agent or otherwise;
- (e) the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with any of the Credit Documents, the Transaction Security or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection therewith; or
- (f) any shortfall which arises on the enforcement of the Transaction Security,

and each of the Secured Creditors agrees that it will not take any proceedings or assert or seek to assert against any officer, employee or agent of the Agents any claim it might have against any of them in respect of the matters referred to in this Clause 6.15.

## **7. APPOINTMENT AND REMOVAL OF AGENTS**

### **7.1 Appointment of Additional Agents**

- (a) The Collateral Agent shall, at any time and for any purpose or reason whatsoever, have the power to appoint any person to act either as a new or additional trustee, or as co-trustee jointly with the Collateral Agent, with (subject to the provisions of this Deed) such of the Collateral Agent's rights (including the right to reasonable remuneration and indemnity but not exceeding those conferred on the Collateral Agent by this Deed), duties and obligations as are vested in the Collateral Agent by this Deed or any Credit Document as shall be conferred or imposed on such person by the instrument of such co-trustee's appointment.
- (b) Any such appointment by the Collateral Agent shall be reasonably acceptable to the Company; provided that the Company's consent shall not be required pursuant to this clause (b) if an Event of Default exists at the time of the appointment of the new or additional or co-trustee acting jointly with the Agents.
- (c) The Collateral Agent shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of any such person if the Collateral Agent shall have exercised reasonable care in the selection of such person.
- (d) So long as it continues to be a trustee under this Deed, the Collateral Agent shall have power to remove any such new or additional trustee or co-Collateral Agents with or without cause.
- (e) The remuneration the Collateral Agent may pay to any such person, and any costs and expenses incurred by such person in performing its functions pursuant to that appointment shall, for the purposes of this Deed, be treated as costs and expenses incurred by the Collateral Agent.

### **7.2 Delegation**

The Collateral Agent may at any time delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by any of the Credit Documents and such delegation may be made upon such terms and conditions (including the power to sub-delegate) and subject to such restrictions as the Collateral Agent may think fit. Such delegate or sub-delegate shall be responsible for its own acts and omissions and the Agents shall not be bound to supervise, or be responsible for any loss incurred by reason of any act or omission of any such person if the Collateral Agent shall have exercised reasonable care in the selection of such person.

### 7.3 Retirement or Removal of Agents

- (a) The Collateral Agent may retire at any time (without assigning any reason therefor and without being responsible for any costs occasioned by such retirement) by giving not less than 15 Business Days' prior written notice to that effect to the Facility Agent (on behalf of the Lenders) and the Company.
- (b) The Delegate Collateral Agent may not resign except with the prior consent of the Collateral Agent. Only after such consent is received and subject to the other provisions of this Clause 7.3 and without being responsible for any costs occasioned by such resignation, the Delegate Collateral Agent may resign by giving not less than 15 Business Days' prior written notice to that effect to the Facility Agent (on behalf of the Lenders) and the Company.
- (c) The Facility Agent (acting on the instructions of the Required Lenders), after consultation with the Parent, may remove an Agent from its role as trustee under this Deed by giving notice to that effect to the relevant Agent and each of the other Parties to this Deed.
- (d) The retirement or removal of a sole Collateral Agent or Delegate Collateral Agent shall not take effect until (i) the appointment of a successor Collateral Agent or Delegate Collateral Agent, as the case may be, as a co-trustee has been made and (ii) the Facility Agent is satisfied that all things required to be done in order that the relevant Credit Documents continue to provide perfected and enforceable security in favour of the successor Collateral Agent or Delegate Collateral Agent (as applicable) have been done.
- (e) If a notice of retirement or removal has been given under paragraph (a) or (c) above, the power to appoint new Agents shall vest in the Required Lenders. The Required Lenders shall appoint a successor Collateral Agent or Delegate Collateral Agent, as the case may be, who shall be a commercial bank or trust company reasonably acceptable to the Company; provided that the Company's consent shall not be required if (A) an Event of Default exists at the time of appointment of such successor Agent or (B) the replacement of the Delegate Collateral Agent is being made as part of the initial syndication process which will take place on or around the Initial Syndication Date. Such replacement will be effected by the execution and delivery of a Secured Creditor Accession Undertaking (which shall be suitable adapted for the Delegate Collateral Agent). If no successor Agent shall have (i) been appointed by the Required Lenders and (ii) accepted such appointment within 15 Business Days of the giving of such notice, the Facility Agent (acting on the instructions of the Required Lenders), with the consent of the Company (which shall not be unreasonably withheld or delayed), shall then appoint a commercial bank or trust company with capital and surplus of not less than \$500,000,000 as successor Collateral Agent or Delegate Collateral Agent (as applicable) who shall serve as Agent until such time, if any, as the Required Lenders appoint a successor Collateral Agent or Delegate Collateral Agent (as applicable) as provided above; provided that the Company's consent shall not be required pursuant to this clause (d) if an Event of Default exists at the time of appointment of a successor Agent.

- (f) If a successor to the Collateral Agent or the Delegate Collateral Agent is appointed under the provisions of this Deed (i) the retiring Agent shall be discharged from any further obligations under, but shall remain entitled to the benefits of, this Deed and (ii) the successor trustee and each of the other Parties shall have same rights and obligations amongst themselves as they would have had if such successor had been an original party to this Deed.

## **8. CHANGE OF PARTIES**

### **8.1 Assignment**

No party to this Deed may assign all or any of its rights or transfer any of its obligations under this Deed except as expressly contemplated by this Deed, by the Credit Agreement or as may be required by law.

### **8.2 Change of Secured Creditor**

Any person which is (subject only to its accession to this Deed) a permitted assignee or a transferee of a Lender, a transferee of an Other Creditor or a successor Facility Agent, in each case for the purposes of and in accordance with the terms of the Credit Agreement, shall be entitled to execute and deliver to the Collateral Agent a Secured Creditor Accession Undertaking, a Transfer Certificate or Assignment Agreement and, with effect from (x) the date of acceptance by, where appropriate, the Facility Agent (or, if appropriate, the outgoing Facility Agent) and the Collateral Agent or (y) if later, the date specified in that Secured Creditor Accession Undertaking, Transfer Certificate or Assignment Agreement:

- (a) the Secured Creditor ceasing to be a Lender and/or Facility Agent shall be discharged from further obligations towards the Collateral Agent and other Secured Creditors under this Deed and their respective rights against one another shall be cancelled (except in each case for those rights which arose prior to such date); and
- (b) as from that date, the new Lender or Facility Agent shall assume the same obligations, and become entitled to the same rights as it would have had if it had been an original party to this Deed in that capacity.

### **8.3 New Other Creditor**

Any Other Creditor that wishes to become a Party to this Deed in the capacity as a Secured Creditor may become a Party by delivering to the Collateral Agent, a duly completed and executed Secured Creditor Accession Undertaking. With effect from the date of acceptance by the Collateral Agent of a Secured Creditor Accession Undertaking duly executed and delivered to the Collateral Agent by such Other Creditor or, if later, the date specified in that Secured Creditor Accession Undertaking, the Other Creditor shall assume the same obligations and become entitled to the same rights, as if it had been an original Party to this Deed in that capacity.

**9. FEES AND EXPENSES**

**9.1 Transaction and Enforcement Expenses**

The Credit Parties shall, from time to time on demand of the Agents, reimburse the Agents:

- (a) for all reasonable documented out-of-pocket costs and expenses (including legal fees) properly incurred by the Agents, a Receiver or any Delegate in connection with the negotiation, preparation and execution of this Deed and the Credit Documents and the completion of the transactions and perfection of the security contemplated in the Credit Documents; and
- (b) on a full indemnity basis, for all costs and expenses (including legal fees) incurred by the Agents, a Receiver or any Delegate in connection with the exercise, preservation and/or enforcement of the Security, any of the rights, powers and remedies of the Agents and any proceedings instituted by or against the Agents as a consequence of taking or holding the Security or of enforcing those rights, powers and remedies;

in each case, together with any applicable VAT thereon.

**9.2 Stamp Taxes**

The Credit Parties shall promptly pay all stamp, registration, notarial, documentary and other taxes or fees (including any penalties fines, supplements, surcharge or interest relating to such taxes) to which this Deed, the Credit Documents, the Transaction Security or any judgment given in connection with them, is or at any time may be, subject and shall, from time to time, indemnify the Agents on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or any delay in paying any such tax or fee.

**9.3 Interest on Demands**

If any Credit Party fails to pay any sum on the due date for payment of that sum the relevant Credit Party shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined in accordance with the provisions of section 2.06(b) or (c) (*Interest*) (as applicable) of the Credit Agreement.

**10. AMENDMENTS AND RELEASES**

**10.1 Amendments**

The Company and the Agents, if authorised by the Facility Agent, may amend the terms of, waive any of the requirements of, or grant consents under, this Deed any such amendment, waiver or consent shall be binding on all the Parties to this Deed and the Agents shall be under no liability whatsoever in respect thereof *provided that*.

- (i) the prior consent of all of the Lenders is required to authorise any amendment to Clause 3.1 (*Order of Application*)), this Clause 10 or Clause 11 (*Termination of the Trusts*); and
- (ii) no new or additional obligations may be imposed upon, nor shall any amendment or waiver which relates to the rights of, the Facility Agent or of the Agents (including, without limitation, Clause 4.3 (*Indemnity to Agents*)) be effective without the consent of the Facility Agent or, as the case may be, the Agents.

## 10.2 Releases

Upon:

- (a) a disposal of any of the Trust Property or Trust Property Delegated pursuant to the enforcement of the Security by a Receiver or the Agents;
- (b) a disposal of any of the Trust Property or Trust Property Delegated in accordance with section 14.21(*Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer*) of the Credit Agreement; or
- (c) any other disposal of any of the Trust Property or Trust Property Delegated which is otherwise permitted under the Credit Documents,

the Agents shall (at the cost of the Credit Parties) release that property from the Transaction Security to which it is subject and may execute, without the need for any further authority from the Secured Creditors, any release of the Security or other claim over that asset and to issue any certificates of non-crystallisation of floating charges that may be required or desirable.

## 10.3 Release of Credit Parties

If a Credit Party ceases to be a Credit Party under the Credit Agreement then such Credit Party shall automatically be released as a Credit Party under this Deed. Each of the Parties agrees that the Agents may release any of the Credit Parties from any guarantee or indemnity in the circumstances contemplated by the Credit Agreement. In the case of a Credit Party which is no longer a Credit Party under the Credit Agreement, the Agents shall (at the cost of that Credit Party) release the Security granted by it and the Agents are authorised, without the need for further authority from the Secured Creditors, to execute such agreements or deeds as are necessary to effect such a release.

## 11. TERMINATION OF THE TRUSTS

The trusts set out in this Deed shall terminate on the Discharge Date. At that time the Agents shall release, without recourse or warranty, all of the Transaction Security then held by it.

## 12. REMEDIES AND WAIVERS

No failure by the Agents to exercise, nor any delay by the Agents in exercising, any right or remedy under this Deed shall operate as a waiver thereof nor shall any single

or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

### 13. ADDITIONAL PROVISIONS

#### 13.1 Partial Invalidity

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect or any of the Transaction Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Deed or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Transaction Security under the law of any other jurisdiction.

#### 13.2 Potentially Avoided Payments

If the Agents determine that an amount paid to the Secured Creditors under any Credit Document is being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Deed, such amount shall be regarded as not having been paid.

#### 13.3 Currency Indemnity

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from any Credit Party hereunder in the currency expressed to be payable herein (the “**specified currency**”) into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Agents could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Credit Parties in respect of any sum due to the Agents hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Agents of any sum adjudged to be so due in such other currency the Agents may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to the Agents in the specified currency, each Credit Party agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Agents against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Agents in the specified currency, the Agents agree to remit such excess to the Company.

#### 13.4 Rights Cumulative

The rights and remedies provided by this Deed are cumulative and not exclusive of any rights or remedies provided by law.

13.5 **The Trustee Acts**

Where there are any inconsistencies between the Trustee Acts and the provisions of this Deed, the provisions of this Deed shall, to the extent allowed by law, prevail and, in the case of any such inconsistency with the Trustee Act 2000, the provisions of this Deed shall constitute a restriction or exclusion for the purposes of that Act.

13.6 **Conflicting provisions**

If there is any conflict between the provisions of this Deed and any Credit Document with regard to instructions to or other matters affecting the Agents, this Deed will prevail. However, nothing in this Deed shall limit the ability of the Agents to exercise any rights, powers and discretions it may have in its capacity as a Secured Creditor.

13.7 **Financial liability**

Nothing contained in this Deed shall require the Agents to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

13.8 **Consents**

Any consents given by the Agents for the purposes of this Deed may be given on such terms and subject to such conditions (if any) as the Agents may require.

14. **NOTICES**

14.1 **Communications in Writing**

Each communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

14.2 **Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 14.1 (*Communications in writing*), the contact details of each of the parties are as follows:

(a) to the Collateral Agent:

Palmengartenstrasse 5-9,  
60325 Frankfurt am Main,  
Germany,

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
Email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

(b) to the Delegate Collateral Agent:

Palmengartenstrasse 5-9,  
60325 Frankfurt am Main,  
Germany,

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
Email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

(c) to the Facility Agent:

Palmengartenstrasse 5-9,  
60325 Frankfurt am Main,  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
Email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

(d) to the Credit Parties:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: [dfarkas@ncl.com](mailto:dfarkas@ncl.com)  
[hflanders@ncl.com](mailto:hflanders@ncl.com)

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: [martinez@apollolp.com](mailto:martinez@apollolp.com)

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: [bfinkelstein@paulweiss.com](mailto:bfinkelstein@paulweiss.com)

or to such other address and/or number as is notified in writing by a Party to the other Parties under this Deed.

### 14.3 **Delivery of Notices**

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified on Clause 14.2 (*Contact Details*) or in the case of the Original Secured Creditors at the addressed identified with its name in Schedule 1 hereto; provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Agents, the Facility Agent and the Company agree that they shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and they shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Agents or the Facility Agent shall not be effective until received by the Agents or the Facility Agent (as applicable), or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Company to the Agents or the Facility Agent, only if it is addressed in such a manner as the Agents or the Facility Agent shall specify for this purpose.

## 15. **GOVERNING LAW AND JURISDICTION**

### 15.1 **Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

### 15.2 **Jurisdiction**

Each of the parties hereto agree that the courts of England shall have exclusive jurisdiction to hear and determine any suit, action or proceedings arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed ("**Proceedings**") and, for such purposes, irrevocably submits to the jurisdiction of such courts. Nothing in this Clause 15.2 shall (or shall be construed so as to) limit the right of any Secured Creditor to take Proceedings in any other court of competent jurisdiction, nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings by any Secured Creditor in any other jurisdiction (whether concurrently or not) if and to the extent permitted by law.

### 15.3 **Appropriate Forum**

For the purpose of Clause 15.2 (*Jurisdiction*), the parties hereto irrevocably waive any objection which they might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and agree(s) not to claim that any such court is not a convenient or appropriate forum.

**15.4 Process Agent**

The Credit Parties agree that the process by which any Proceedings in England are begun may be served on it by being delivered to EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London EC3A 7AR or, if different, its registered office for the time being. If such person is not or ceases to be effectively appointed to accept service of process on behalf of the Credit Parties, the Credit Parties shall, on the written demand of any Secured Creditor, appoint a further person in England to accept service of process on its behalf and, failing such appointment within 15 days, any Secured Creditor shall be entitled to appoint such a person by written notice to the Credit Parties. Nothing in this paragraph shall affect the right of any Secured Creditor to serve process in any other manner permitted by law.

**16. COUNTERPARTS AND EFFECTIVENESS**

**16.1 Counterparts**

This Deed may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

**16.2 Effectiveness**

This Deed shall take effect and be delivered as a deed on the date on which it is stated to be made notwithstanding that the Agents or any other Party may have executed it under hand only.

**IN WITNESS WHEREOF** this Deed has been executed as a deed by the Credit Parties and has been signed on behalf of the Agents and other Parties.

**ORIGINAL SECURED CREDITORS**

**KFW IPEX-BANK GMBH**

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany  
Telephone: +49 69 7431 2625  
Fax: +49 69 7431 3768  
Attn: Ms Claudia Wenzel  
email: [claudia.wenzel@kfw.de](mailto:claudia.wenzel@kfw.de)

**FORM OF SECURED CREDITOR ACCESSION UNDERTAKING**

To: KfW IPEX-Bank GmbH, for itself and each of the other Secured Creditors to the Security Trust Deed referred to below.

**THIS UNDERTAKING** is made on [date] by [new Lender/Other Creditor/Facility Agent/Receiver/Delegate] (the “**Acceding Secured Creditor**”) in relation to the Security Trust Deed (the “**Security Trust Deed**”) dated [●] between KfW IPEX-Bank GmbH as Collateral Agent, [KfW IPEX-Bank GmbH] as Delegate Collateral Agent, KfW IPEX-Bank GmbH as facility agent, the Secured Creditors named therein and the Credit Parties. Terms defined in the Security Trust Deed shall bear the same meanings when used in this Undertaking.

In consideration of the Acceding Secured Creditor being accepted as a Secured Creditor for the purposes of the Security Trust Deed, the Acceding Secured Creditor hereby confirms that, as from [date], it intends to be party to the Security Trust Deed as a Secured Creditor, undertakes to perform all the obligations expressed in the Security Trust Deed to be assumed by [the Facility Agent and by]/[a Secured Creditor] and agrees that it shall be bound by all the provisions of the Security Trust Deed, as if it had been an original party to the Security Trust Deed.

This Undertaking shall be governed by and construed in accordance with English law.

**THIS UNDERTAKING** has been entered into on the date stated above.

Acceding [Secured Creditor]/[Facility Agent]

By:

Address for Notices:

Fax:

For attention of:

Accepted by the Collateral Agent:

---

for and on behalf of  
KfW IPEX-Bank GmbH

Date:

Accepted by the [Facility Agent]/[outgoing Facility Agent]:

---

for and on behalf of  
[Insert name of Facility Agent or  
outgoing Facility Agent as appropriate]

Date:

**SIGNATORIES**

**THE COMPANY**

Signed as a deed on behalf of **SEAHAWK TWO, LTD.**, a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

---

Attorney-in-Fact

Name:

Title:

Address:

---

**THE PARENT**

Signed as a deed on behalf of **NCL CORPORATION LTD.**, a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

---

Attorney-in-Fact

Name:

Title:

Address:

---

**THE ORIGINAL SECURED CREDITORS**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

---

**THE FACILITY AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

---

**THE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

---

**THE DELEGATE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

---

**Authorised Signatory**

---

**Authorised Signatory**

Name:

Title:

Address:

Dated [●] 2014

HULL NO. [\*]

**FORM OF CHARGE OF KFW REFUND GUARANTEES**

between

**SEAHAWK TWO, LTD.**  
as Borrower

and

**KFW IPEX-BANK GMBH**  
as Collateral Agent

and

**KFW IPEX-BANK GMBH**  
as Delegate Collateral Agent

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**THIS CHARGE (this Charge) is dated [●] 2014**

**BETWEEN:**

- (1) **SEAHAWK TWO, LTD.**, a Bermuda company with its registered office as of the date hereof at Cumberland House, 9th Floor, 1 Victoria Street, Hamilton HM11, Bermuda (the “**Borrower**”); and
- (2) **KFW IPEX-BANK GMBH** as collateral agent for and on behalf of the Secured Creditors (the “**Collateral Agent**”, which expression includes any person which is for the time being a collateral agent for the Secured Creditors for the purposes of this Charge).
- (3) **KFW IPEX-BANK GMBH** (the “**Delegate Collateral Agent**”, which expression includes any person which is for the time being a delegate appointed by the Collateral Agent for the purposes of this Charge).

**RECITALS**

- (A) The Lenders are willing to make a loan facility available to the Borrower on the terms and subject to the conditions set out in the Credit Agreement, on condition that the Borrower enters into this Charge as security for its obligations and Liabilities as Borrower under or in relation to the Credit Documents.
- (B) The Board of Directors of the Borrower is satisfied that the Borrower is entering into this Charge for the purposes of its business and that its doing so benefits the Borrower.
- (C) The Borrower and the Delegate Collateral Agent intend this Charge to take effect as a deed.
- (D) Pursuant to the provisions of Clause 2 (*Delegation*) below, the Delegate Collateral Agent holds the benefit of this Charge on trust [for itself and] for the Secured Creditors on the terms of the Credit Agreement and the Security Trust Deed.

**1. INTERPRETATION**

**1.1 Definitions**

In this Charge the following terms have the meanings given to them in this Clause.

“**Acknowledgment of Charge**” means a duly completed acknowledgement of charge in the form set out in Schedule 2 (*Form of Acknowledgement of Charge*) or in such other form as may be approved by the Delegate Collateral Agent.

“**Agreed Rate**” means the rate specified in section 2.06(b) and 2.06(c) (*Interest*) of the Credit Agreement.

“**Charged Property**” means the Borrower’s rights, title, interest and benefits in, to and in respect of the Refund Guarantees.

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“**Construction Contract**” shall mean the shipbuilding contract in relation to the Vessel originally dated 14 June 2013 as subsequently novated, amended and restated on [insert date] July 2014, between the Yard in that capacity, the Borrower as buyer of the Vessel and the Parent as guarantor of the Borrower.

“**Credit Agreement**” means the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, the Parent, the Borrower, the Lenders, and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRR Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein).

“**Credit Agreement Obligations**” means “Credit Document Obligations” as defined in the Credit Agreement.

“**Event of Default**” means an “Event of Default” as defined in the Credit Agreement.

“**Lender Creditors**” means the Agents and the Lenders.

“**Liability**” means any liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owed jointly or severally and whether owed as principal or surety or in any other capacity.

“**Notice of Charge**” means a duly completed notice of charge in the form set out in Schedule 1 (*Form of Notice of Charge*) or in such other form as may be approved by the Delegate Collateral Agent.

“**Other Creditors**” means each Lender or any affiliate thereof with which the Borrower and/or the Parent may at any time and from time to time after the date hereof enter into, or guaranty the obligations of one or more of its Subsidiaries under one or more Interest Rate Protection Agreements or Other Hedging Agreements (even if the respective Lender subsequently ceases to be a Lender under the Credit Agreement for any reason), together with such Lender’s or affiliate’s successors and assigns, if any.

“**Parent**” means NCL Corporation Ltd., a Bermuda company.

“**Receiver**” means a receiver and manager or any other receiver (whether appointed pursuant to this Charge, pursuant to any statute, by a court or otherwise) of any of the Charged Property.

“**Refund Guarantees**” means any and all refund guarantees from time to time issued in favour of the Borrower by KfW IPEX-Bank GmbH as refund guarantor to secure certain obligations of the Shipbuilder under the Construction Contract.

“**Secured Creditors**” means the Lender Creditors and the Other Creditors.

“**Secured Obligations**” means the Credit Agreement Obligations and the Other Obligations.

“**Security**” means the security created by this Charge.

“**Security Period**” means the period beginning on the date of this Charge and ending on the date upon which the Delegate Collateral Agent is satisfied that:

- (a) none of the Secured Creditors is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Credit Documents; and
- (b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full (other than (i) contingent liabilities for which no claim has been made and (ii) indemnities, expense reimbursements or any other contingent liabilities that expressly survive the termination of the Credit Agreement).

“**Security Trust Deed**” means the security trust deed dated on or about the date hereof between, *inter alia*, the Collateral Agent as security trustee, the Facility Agent, the Delegate Collateral Agent and the Lenders (each as defined therein).

“**Shipbuilder**” means Meyer Werft GmbH.

#### 1.2 **Continuing Event of Default**

An Event of Default shall be regarded as continuing if (a) the circumstances constituting such event continue and (b) such Event of Default has not been waived in accordance with the terms of the Credit Documents.

#### 1.3 **Defined Terms**

Unless this Charge provides otherwise, a term which is defined (or expressed to be subject to a particular construction) in the Credit Agreement shall have the same meaning (or be subject to the same construction) in this Charge.

#### 1.4 **References to Agreements**

Unless otherwise stated, any reference in this Charge to any agreement or document (including any reference to this Charge or any other Credit Document) shall be construed as a reference to:

- (a) such agreement or document as amended, varied, novated or supplemented from time to time;
- (b) any other agreement or document whereby such agreement or document is so amended, varied, novated or supplemented; and
- (c) any other agreement or document entered into pursuant to or in accordance with such agreement or document.

#### 1.5 **Certificates**

A certificate of any Secured Creditor as to the amount of any Secured Obligation owed to it shall be *prima facie* evidence of the existence and amount of such Secured Obligation.

1.6 **Statutes**

Any reference in this Charge to a statute or statutory provision shall, unless the contrary is indicated, be construed as a reference to such statute or statutory provision as the same shall have been or may be amended or re-enacted.

1.7 **Implied Covenants**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 4.1 *Charge* or Clause 4.2 *Notice of Charge*:

- (a) the words “other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about” in Section 3(1);
- (b) the words “except to the extent that” and all the words thereafter in Section 3(2); and
- (c) Section 6(2).

1.8 **Third Party Rights**

It is intended that with the consent of the Collateral Agent each of the other Secured Creditors shall be able to enforce the provisions of Clause 17.4 *Currency Indemnity* (which can be amended with the consent of the Collateral Agent but without the consent of the other Secured Creditors), but otherwise a person which is not a party to this Charge shall have no rights to enforce the provisions of this Charge other than those it would have had if the Contracts (Rights of Third Parties) Act 1999 had not come into effect.

1.9 **Clause and Schedule Headings**

Clause and Schedule headings are for ease of reference only and shall not affect the construction of this Charge.

**2. DELEGATION**

2.1 Pursuant to the Security Trust Deed, the Collateral Agent hereby appoints the Delegate Collateral Agent to act as trustee with respect to this Charge and to have such rights, powers and duties as the Collateral Agent has or may have pursuant to the terms of the Security Trust Deed including without limitation, the right to be indemnified under Clause 5.1 (*Credit Parties' Indemnity to Agents*) of the Security Trust Deed. The Delegate Collateral Agent hereby accepts such appointment and agrees that it shall exercise all such rights, powers and duties in accordance with the instructions of the Collateral Agent, or in the absence of such instructions, in such manner as it shall reasonably determine acting in good faith and if the Collateral Agent so requires, shall appoint the Collateral Agent to exercise all and any of such rights, powers and duties in its name and on its behalf.

**3. COVENANT TO PAY**

**3.1 Covenant to Pay**

The Borrower agrees that promptly on demand of the Delegate Collateral Agent it will pay to the Delegate Collateral Agent any Secured Obligation which is due but unpaid.

**3.2 Interest**

Any Secured Obligation which is owed by the Borrower under this Charge and is not paid when due shall bear interest at the Agreed Rate from the due date until the date on which such Secured Obligation is unconditionally and irrevocably paid in full and such interest shall accrue from day to day (after as well as before judgment) and be payable by the Borrower on demand of the Delegate Collateral Agent.

**4. LEGAL CHARGE**

**4.1 Charge**

The Borrower hereby charges with full title guarantee the Charged Property to the Delegate Collateral Agent to hold the same on behalf of the Secured Creditors on the terms set out in the Security Trust Deed as security for the payment and discharge of the Secured Obligations.

**4.2 Non-Chargeable Rights**

The Borrower declares that to the extent that any right, title, interest or benefit described in Clause 4.1 (*Charge*) is for any reason not effectively charged pursuant to Clause 4.1 (*Charge*) for whatever reason, it shall:

- (a) hold the benefit of the same on trust for the Delegate Collateral Agent as security for the payment and discharge of the Secured Obligations; and
- (b) promptly upon becoming aware of the same, notify the Delegate Collateral Agent of the same and the reasons therefore and thereafter take such steps as the Delegate Collateral Agent may reasonably require to remove such prohibition or other reason for such incapacity.

#### 4.3 **Notice of Charge**

- (a) As soon as practicable after the execution of this Charge, the Borrower shall deliver to KfW IPEX-Bank GmbH, a Notice of Charge signed by the Borrower.
- (b) As soon as practicable after the execution of any Refund Guarantee entered into after the date of this Charge, the Borrower shall deliver to KfW IPEX-Bank GmbH, a Notice of Charge in respect of such Refund Guarantee.

#### 4.4 **Acknowledgment of Charge**

The Borrower shall use commercially reasonable efforts to procure that as soon as practicable after KfW IPEX-Bank GmbH receives a Notice of Charge, KfW IPEX-Bank GmbH shall deliver to the Delegate Collateral Agent an Acknowledgment of Charge in substantially the form attached hereto or otherwise reasonably acceptable to the Delegate Collateral Agent.

### 5. **THE CONTRACT**

#### 5.1 **No Dealings with the Refund Guarantee**

- (a) The Borrower acknowledges that at all times during the Security Period and other than as expressly set out below, it shall not (nor shall it be entitled to):
  - (i) receive any payments under or in respect of the Refund Guarantees;
  - (ii) agree to any waiver or amendment of or supplement to the terms of the Refund Guarantees other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
  - (iii) terminate, or allow to be terminated, any Refund Guarantee other than where an equivalent replacement Refund Guarantee is entered into by the Borrower on or prior to such termination or where the prior written consent is given by the Facility Agent (not to be unreasonably withheld) to such termination; or
  - (iv) assign, charge or dispose of the Refund Guarantees or any of the Charged Property.

#### 5.2 **Performance of Obligations**

The Borrower shall take, or cause to be taken, all steps reasonably required by the Delegate Collateral Agent to preserve or protect its interests and the interests of the Delegate Collateral Agent in the Refund Guarantees and shall diligently pursue any remedies available to it in respect of any breaches or claims of any party in connection with any of the Refund Guarantees which are necessary to preserve, protect and enforce the interests of the Delegate Collateral Agent in the Refund Guarantees.

## **6. CONTINUING SECURITY**

### **6.1 Continuing and Independent Security**

This Charge shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Delegate Collateral Agent may have at any time for the Secured Obligations or any of them.

### **6.2 New Accounts**

If the Delegate Collateral Agent receives notice of any security created or arising during the Security Period in respect of the Refund Guarantees or any of the Charged Property, or following the occurrence and during the continuation of an Event of Default makes demand of the Parent or the Borrower for payment of any or all of the Secured Obligations:

- (a) the Delegate Collateral Agent may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand); and
- (b) thereafter any amounts paid by the Parent or the Borrower to the Delegate Collateral Agent in respect of the Secured Obligations, or realised or recovered by the Delegate Collateral Agent under this Charge, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations.

### **6.3 Avoidance of Payments**

Where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Delegate Collateral Agent may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Delegate Collateral Agent has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, this Charge and the Security shall continue as if such release, discharge or other arrangement had not been given or made.

### **6.4 Immediate Recourse**

Neither the Delegate Collateral Agent nor any other Secured Creditor shall be obliged before exercising any of the rights conferred on it or them by this Charge or by law to seek to recover amounts due from the Parent or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations.

## 6.5 Waiver of Defences

Neither the obligations of the Borrower under this Charge nor the Security and the rights, powers and remedies conferred on the Delegate Collateral Agent by this Charge or by law, shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person;
- (b) any of the Secured Obligations or any other security held by the Delegate Collateral Agent in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Delegate Collateral Agent in respect thereof;
- (d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Delegate Collateral Agent in respect thereof;
- (e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them;
- (f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Delegate Collateral Agent in respect of the Secured Obligations or any of them; or
- (g) any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Borrower under this Charge, the Security or any of the rights, powers and remedies conferred on the Delegate Collateral Agent by this Charge or by law.

## 6.6 Appropriation

Neither the Collateral Agent, the Delegate Collateral Agent nor any other Secured Creditor shall be obliged to apply any sums held or received by it in respect of the Secured Obligations in or towards payment of the Secured Obligations and any such sum shall be held by or paid to the Collateral Agent for application pursuant to the terms of this Charge, until the earlier of:

- (a) the date on which such monies are sufficient to satisfy the Secured Obligations in full and any money so applied could not be the subject of any clawback or similar circumstance; and
- (b) the date on which the Security has been enforced in full and all other remedies that the Collateral Agent may have under or in connection with the Credit Documents in all relevant jurisdictions have been exhausted.

## **7. REPRESENTATIONS AND WARRANTIES**

The Borrower makes the representations and warranties set out in Clauses 7.1 (*Entity Status*) to 7.8 (*Refund Guarantee Terms*). The Borrower acknowledges that each of the Collateral Agent and the Delegate Collateral Agent has entered into this Charge in reliance on those representations and warranties.

### **7.1 Entity Status**

The Borrower (i) is a Person duly organized, constituted and validly existing (or the functional equivalent) under the laws of the jurisdiction of its formation, has the capacity to sue and be sued in its own name and the power to own and charge its assets and carry on its business as it is now being conducted and (ii) is duly qualified and is authorized to do business and is in good standing (or the functional equivalent) in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except for failures to be so qualified or authorized or in good standing which, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

### **7.2 Power and Authority**

The Borrower has the power to enter into and perform this Charge and the transactions contemplated hereby and has taken all necessary action to authorize the entry into and performance of this Charge and such transactions. This Charge constitutes legal, valid and binding obligations of the Borrower enforceable in accordance with its terms and in entering into this Charge and borrowing the Loans, the Borrower is acting on its own account.

### **7.3 Form of Documentation**

This Charge is in proper legal form (under the laws of England, Bermuda and each other jurisdiction where the Borrower is domiciled) for the enforcement thereof under such laws. To ensure the legality, validity, enforceability or admissibility in evidence of this Charge in England and/or Bermuda it is not necessary that this Charge be filed or recorded with any court or other authority in England and Bermuda, except as have been made, or will be made, in accordance with Section 5, 6, 7 and 8 of the Credit Agreement, as applicable.

### **7.4 No Deductions or Withholdings**

All amounts payable by the Borrower hereunder may be made free and clear of and without deduction or withholding for or on account of any Taxation in the Borrower's jurisdiction.

### **7.5 No Filing or Stamp Taxes**

It is not necessary that this Charge be filed, recorded or enrolled with any court or other authority in England (or any other applicable jurisdiction) except as have been made or will be made in accordance with the Credit Agreement, or that any stamp, registration or similar tax be paid on or in relation to this Charge save (i) to the extent that it may be regarded as constituting a charge over book debts and thus as

registrable under the Companies Act 2006 and (ii) recording taxes which have been or will be paid as and to the extent due.

**7.6 No Adverse Interests**

Subject only to the Security and as otherwise contemplated under the Credit Agreement, no person other than the Borrower has any legal or beneficial interest (or any right to claim any such interest) in the Charged Property or any part thereof and the Borrower has not received notice of any such claim.

**7.7 No Disposals**

Save as permitted by the Credit Agreement or this Charge, it has not transferred, mortgaged, charged or otherwise disposed of (or agreed to transfer, charge or otherwise dispose of), whether by way of security or otherwise, the benefit of all or any of the Charged Property.

**7.8 Refund Guarantee Terms**

The terms of the Refund Guarantees do not restrict or otherwise limit its right to transfer, charge or assign any of the Charged Property pursuant to this Charge.

**7.9 Repetition**

The representations and warranties set out in this Clause 7:

- (a) shall survive the execution of each Credit Document and each Borrowing under the Credit Agreement; and
- (b) are made on the date of this Charge and are deemed to be repeated on each date during the Security Period with reference to the facts and circumstances then existing.

**8. UNDERTAKINGS**

**8.1 Authorisations**

The Borrower shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorisations, approvals, licences and consents required in or by the laws of England and any other applicable jurisdiction to enable it lawfully to enter into and perform its obligations under this Charge and to ensure the legality, validity, enforceability or admissibility in evidence in England and any other applicable jurisdiction of this Charge.

**8.2 No Action**

The Borrower shall not take any action which would cause any of the representations made in Clause 7 (*Representations and Warranties*) to be untrue in any material respect at any time during the Security Period.

**8.3 Notification of Misrepresentation**

The Borrower shall notify each of the Collateral Agent and the Delegate Collateral Agent of the occurrence of any event which results in or may reasonably be expected to result in any of the representations made in Clause 7 (*Representations and Warranties*) being untrue in any material respect when made or when deemed to be repeated.

**8.4 Information**

- (a) The Borrower shall provide each of the Collateral Agent and the Delegate Collateral Agent with such reports and other information regarding the Refund Guarantees as the Collateral Agent and/or the Delegate Collateral Agent may from time to time reasonably request.
- (b) Following the Initial Borrowing Date, the Borrower shall, as soon as reasonably practicable after an additional Refund Guarantee has been issued, deliver a supplement to Schedule 3 (*Details of Refund Guarantees*) to the Collateral Agent and/or the Delegate Collateral Agent with updated information relating to such Refund Guarantee.

**8.5 Delivery of Cash**

Following the occurrence and during the continuation of an Event of Default, the Borrower shall promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received on account of any of the Refund Guarantees in the form received (properly endorsed, but without recourse, for collection where required) to the Delegate Collateral Agent and shall not commingle any such collections or proceeds with its other funds or property and shall hold the same upon an express trust for and on behalf of the Delegate Collateral Agent until delivered.

**8.6 Delivery of Notices**

The Borrower shall promptly deliver a copy of any notice or other correspondence received by it in connection with any of the Refund Guarantees to each of the Collateral Agent and the Delegate Collateral Agent if such notice or correspondence has had or could reasonably be expected to have a material adverse effect on the value of such Refund Guarantee.

**9. FURTHER ASSURANCE**

The Borrower shall from time to time and at its own expense give all such assurances and do all such things as the Collateral Agent and/or the Delegate Collateral Agent may reasonably require or consider desirable to enable the Delegate Collateral Agent to perfect, preserve or protect the security created or intended to be created by this Charge or to exercise any of the rights conferred on it by this Charge or by law and to that intent the Borrower shall execute all such instruments, deeds and agreements and give all such notices and directions as the Delegate Collateral Agent may consider necessary.

## **10. ENFORCEMENT OF SECURITY**

### **10.1 Security Enforceable**

The Security shall become immediately enforceable if an Event of Default has occurred and is continuing.

### **10.2 Enforcement**

Following the occurrence and during the continuation of an Event of Default, the Delegate Collateral Agent may in its absolute discretion enforce all or any part of the Security and exercise any of the rights conferred on it by this Charge or by law at such times and in such manner as it thinks fit.

### **10.3 Power of Sale**

Following the occurrence and during the continuation of an Event of Default, the Delegate Collateral Agent may (without notice to the Borrower) sell or otherwise dispose of the Charged Property and shall be entitled to apply the proceeds of such sale or other disposal in paying the costs of such sale or disposal and thereafter in or towards the discharge of the Secured Obligations or otherwise as provided for in this Charge.

### **10.4 Statutory Powers**

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date of this Charge.

### **10.5 Law of Property Act**

Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Charge or to any exercise by the Delegate Collateral Agent of its right to consolidate mortgages or its power of sale.

### **10.6 Realisation Accounts**

If the Delegate Collateral Agent enforces the Security (whether by appointment of a Receiver or otherwise), the Delegate Collateral Agent may open and maintain with such financial institutions as it thinks fit one or more realisation accounts and pay any moneys it holds or receives under or pursuant to this Charge into any such realisation account pending the application of such moneys pursuant to Clause 12 (*Application of Proceeds*).

## **11. RECEIVERS**

### **11.1 Appointment of Receivers**

At any time after the occurrence and during the continuation of an Event of Default, or if the Borrower requests it to do so, the Delegate Collateral Agent may by a written instrument and without notice to the Borrower appoint one or more persons as Receiver of all or any part of the Charged Property, each such person being entitled to

act individually as well as jointly and being for all purposes the agent of the Borrower.

**11.2 Powers of a Receiver**

In addition to the powers conferred on the Delegate Collateral Agent by this Charge, each Receiver appointed pursuant to Clause 11.1 (*Appointment of Receivers*) shall have in relation to the Charged Property in respect of which such Receiver was appointed all the powers conferred by the Law of Property Act 1925 (as extended by this Charge) on a Receiver appointed under that Act.

**12. APPLICATION OF PROCEEDS**

- (a) Any amounts received or recovered by the Delegate Collateral Agent pursuant to or in connection with this Charge shall be promptly paid to the Collateral Agent and pending such payment the Delegate Collateral Agent shall hold such amounts on trust for the Collateral Agent.
- (b) Any moneys held or received by the Collateral Agent pursuant to paragraph (a) above shall be applied by the Collateral Agent in or towards the discharge of the Secured Obligations in accordance with the provisions of the Credit Agreement.

**13. POWER OF ATTORNEY**

**13.1 Appointment**

By way of security for the performance of its obligations under this Charge, the Borrower hereby irrevocably appoints the Delegate Collateral Agent to be its attorney on its behalf and in its name or otherwise to do any and every thing which the Borrower is obliged to do under the terms of this Charge or which the Delegate Collateral Agent considers necessary or desirable in order to enable the Delegate Collateral Agent to exercise the rights conferred on it by this Charge or by law. Provided always that such power shall not be exercisable by or on behalf of the Delegate Collateral Agent until the occurrence of an Event of Default which is continuing.

**13.2 Ratification**

The Borrower hereby ratifies and confirms and agrees to ratify and confirm whatever the Delegate Collateral Agent shall do in its capacity as such.

**14. RELEASE OF THE SECURITY**

After the end of the Security Period or otherwise in accordance with Section 14.21 (*Release of Liens and the Parent Guaranty; Flag Jurisdiction Transfer*) of the Credit Agreement, the Delegate Collateral Agent and/or the Collateral Agent shall, at the request and cost of the Borrower, execute all such documents and do all such other things as may be required to release the Security, in each case without recourse to or any representation or warranty by or from the Collateral Agent and/or the Delegate Collateral Agent (as applicable).

**15. PAYMENTS**

**15.1 Grossing Up**

All payments by the Borrower under this Charge shall be made without any deductions and free and clear of, and without deduction for or on account of, tax except, in the latter case, to the extent that the Borrower is required by law to make payment subject to tax. If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Borrower, or paid or payable by the Delegate Collateral Agent to any Secured Creditor, under this Charge, the Borrower shall pay such additional amounts as may be necessary to ensure that the relevant Secured Creditor receives a net amount equal to the full amount which it would have received had payment not been made subject to tax.

**15.2 Payments without Set-off**

Any payment made by the Borrower under this Charge shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

**15.3 Manner of Payment**

Each payment made by the Borrower under this Charge shall be paid in the manner in which payments are to be made by the Borrower under the Credit Agreement.

**16. WAIVERS AND REMEDIES**

No failure by the Delegate Collateral Agent to exercise, nor any delay by the Delegate Collateral Agent in exercising, any right or remedy under this Charge shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other such right or remedy.

**17. ADDITIONAL PROVISIONS**

**17.1 Partial Invalidity**

If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect or any of the Security is or becomes ineffective in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Charge or the effectiveness in any other respect of the Security under such law; or
- (b) the legality, validity or enforceability of such provision or the effectiveness of the Security under the law of any other jurisdiction.

17.2 **Potentially Avoided Payments**

If the Delegate Collateral Agent determines that an amount paid to a Secured Creditor under any Credit Document is being avoided or otherwise set aside on the liquidation or administration of the person by whom such amount was paid, then for the purposes of this Charge, such amount shall be regarded as not having been paid.

17.3 **Currency Conversion**

If necessary to apply any sum held or received by the Delegate Collateral Agent in or towards payment of the Secured Obligations, the Delegate Collateral Agent may purchase an amount in another currency and the rate of exchange to be applied shall be that at which, at such time as it considers appropriate, the Delegate Collateral Agent is able to effect such purchase.

17.4 **Currency Indemnity**

If for the purposes of obtaining judgment in any court it is necessary to convert a sum due from the Borrower hereunder in the currency expressed to be payable herein (the "**specified currency**") into another currency, the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Delegate Collateral Agent could purchase the specified currency with such other currency on the Business Day preceding that on which final judgment is given. The obligations of the Borrower in respect of any sum due to the Delegate Collateral Agent hereunder shall, notwithstanding any judgment in a currency other than the specified currency, be discharged only to the extent that on the Business Day following receipt by the Delegate Collateral Agent of any sum adjudged to be so due in such other currency the Delegate Collateral Agent may in accordance with normal banking procedures purchase the specified currency with such other currency; if the amount of the specified currency so purchased is less than the sum originally due to the Delegate Collateral Agent in the specified currency, the Borrower agrees, to the fullest extent that it may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the Delegate Collateral Agent against such loss, and if the amount of the specified currency so purchased exceeds the sum originally due to the Delegate Collateral Agent in the specified currency, the Delegate Collateral Agent agrees to remit such excess to the Borrower.

17.5 **Rights Cumulative**

The rights and remedies provided by this Charge are cumulative and not exclusive of any rights or remedies provided by law.

17.6 **Delegate Collateral Agent in Possession**

The Delegate Collateral Agent shall not by reason of its taking any action permitted by this Charge or its taking possession of all or any of the Charged Property be liable to account as mortgagee in possession or, other than as expressly stated in the Security Trust Deed, be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

**18. CHARGE**

**18.1 The Borrower's Rights**

The rights of the Borrower under this Charge are not assignable or transferable and the Borrower agrees that it will not purport to assign all or any such rights except as provided under the Credit Agreement.

**18.2 The Delegate Collateral Agent's Rights**

- (a) The rights of the Delegate Collateral Agent under this Charge are assignable in whole or in part without the consent of the Borrower except as provided under the Credit Agreement.
- (b) The Delegate Collateral Agent may not resign except with the prior consent of the Collateral Agent and otherwise, in accordance with the terms of the Security Trust Deed.

**19. NOTICES**

**19.1 Communications in Writing**

Each communication to be made under this Charge shall be made in writing and, unless otherwise stated, may be made by fax, electronic mail or letter.

**19.2 Contact Details**

For the purposes of any notice, request, demand or any communication sent in accordance with Clause 19.1 (*Communications in writing*) the contact details of each of the parties are as follows:

- (a) to the Delegate Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

- (b) to the Collateral Agent:

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

(c) to the Borrower:

7665 Corporate Center Drive  
Miami, Florida 33126  
USA

Attention: Chief Financial Officer and General Counsel  
Fax: +1 305-436-4117  
E-mail: dfarkas@ncl.com  
hflanders@ncl.com

with copies to:

Apollo Management, L.P.  
9 West 57<sup>th</sup> Street  
New York, New York 10019  
Attention: Steve Martinez  
Fax: +1 212-515-3288  
Email: martinez@apollolp.com

and

Paul, Weiss, Rifkind, Wharton & Garrison LLP  
1285 Avenue of the Americas  
New York, NY 10019-6064  
Attention: Brad J. Finkelstein  
Fax: +1 212-492-0074  
Email: bfinkelstein@paulweiss.com

or to such other address and/or number as is notified in writing by a party to the other parties under this Charge.

### 19.3 Delivery of Notices

All notices and other communications provided for hereunder shall be in writing (including telexed, telegraphic, telecopier or electronic (unless and until notified to the contrary) communication) and mailed, telexed, telecopied, delivered or electronic mailed at the address specified in Clause 19.2 (*Contact Details*); provided that, with respect to all notices and other communication made by electronic mail or other electronic means, the Collateral Agent, the Delegate Collateral Agent and the Borrower agree that they (x) shall notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means and (y) shall notify each other of any change to their address or any other such information supplied by them. All such notices and communications shall, (i) when mailed, be effective three Business Days after being deposited in the mails, prepaid and properly addressed for delivery, (ii) when sent by overnight courier, be effective one Business Day after delivery to the overnight courier prepaid and properly addressed for delivery on such next Business Day, (iii) when sent by telex or telecopier, be effective when sent by telex or telecopier, except that notices and communications to the Collateral Agent and the Delegate Collateral Agent shall not be effective until received by the Collateral Agent or the Delegate

Collateral Agent (as applicable), or (iv) when electronic mailed, be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Collateral Agent or the Delegate Collateral Agent, only if it is addressed in such a manner as the Collateral Agent and/or the Delegate Collateral Agent shall specify for this purpose.

## **20. GOVERNING LAW**

- (a) This Charge and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute relating to the existence, validity or termination of this Charge or any non-contractual obligation arising out of or in connection with this Charge ) (a “**Dispute**”). The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party hereto will argue to the contrary. This Clause 20 is for the benefit of the Collateral Agent on behalf of Secured Creditors and the Delegate Collateral Agent on behalf of Secured Creditors. As a result, it shall not be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent and the Delegate Collateral Agent may take concurrent proceedings in any number of jurisdictions.
- (c) Without prejudice to any other mode of service allowed under any relevant law, the Borrower: (i) irrevocably appoints EC3 Services Limited at The St Botolph Building, 138 Houndsditch, London, EC3A 7AR as its agent for service of process in relation to any proceedings before the English courts in connection with any credit document and (ii) agrees that failure by an agent for service of process to notify the relevant credit party of the process will not invalidate the proceedings concerned. If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Borrower must immediately (and in any event within five days of such event taking place) appoint another agent on terms acceptable to the Collateral Agent and the Delegate Collateral Agent. Failing this, the Collateral Agent and/or the Delegate Collateral Agent may appoint another agent for this purpose.
- (d) Each party to this Charge expressly agrees and consents to the provisions of this Clause 20.

## **21. COUNTERPARTS AND EFFECTIVENESS**

### **21.1 Counterparts**

This Charge may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

21.2 **Effectiveness**

This Charge shall take effect and be delivered as a deed on the date on which it is stated to be made.

**IN WITNESS WHEREOF** this Charge has been executed as a deed by the Borrower, the Collateral Agent and the Delegate Collateral Agent.

SCHEDULE 1

FORM OF NOTICE OF CHARGE

To: KfW IPEX-Bank GmbH as Refund  
Guarantor

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: [●]

Cc: KfW IPEX-Bank GmbH as Collateral Agent  
Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Cc: KfW IPEX-Bank GmbH as Delegate Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date: [●]

Dear Sirs

We hereby give you notice that pursuant to an agreement dated [●] (the “**Charge**”) and made between Seahawk Two, Ltd. (the “**Borrower**”), KfW IPEX-Bank GmbH as Collateral Agent and [●] as delegate (the “**Delegate Collateral Agent**”), the Borrower has assigned to the Delegate Collateral Agent a first priority charge of all of its rights, title, interests and benefits in, to or in respect of the refund guarantee dated [●] and issued by you as refund guarantor in favour of the Borrower pursuant to which you guarantee certain refund obligations of Meyer Werft GmbH, as shipbuilder under the Construction Contract (as defined in the Charge) (the “**Refund Guarantee**”), including all monies which may be payable under or in respect of the Refund Guarantee.

With effect from your receipt of this notice we hereby give you notice that:

- (a) all payments to be made to the Borrower under or arising from the Refund Guarantee should be made to the Delegate Collateral Agent or to its order as it may specify in writing from time to time;
- (b) following the occurrence and continuance of an Event of Default (as defined in the €665,995,880 credit agreement dated on or about the date hereof between, *inter alia*, NCL Corporation Ltd., the Borrower, the Lenders (as defined therein), and KfW IPEX-Bank GmbH as Facility Agent, Collateral Agent, CIRP Agent, Bookrunner, Hermes Agent and Initial Mandated Lead Arranger (as defined therein) (the “**Credit Agreement**”)), written notice of the occurrence and continuance of such Event of Default has been delivered to you by the Delegate Collateral Agent, all remedies of the Borrower provided for in the Refund Guarantee or available at law or in equity shall be exercisable by the Delegate Collateral Agent;
- (c) following the occurrence and continuance of an Event of Default, all rights of the Borrower to compel performance of the Refund Guarantee shall be exercisable by the Delegate Collateral Agent;
- (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower arising from the Refund Guarantee are assigned to the Delegate Collateral Agent;
- (e) the Borrower has agreed not to agree to any waiver or amendment of or supplement to the terms of the Refund Guarantee other than where the prior written consent is given by the Lead Arrangers (not to be unreasonably withheld) to such waiver, amendment or supplement;
- (f) the Borrower has agreed not to terminate, or allow to be terminated, any Refund Guarantee other than where a replacement Refund Guarantee is issued to the Borrower which meets the Borrower’s requirements under the Construction Contract on or prior to such termination or where the prior written consent is given by the Facility Agent (as defined in the Credit Agreement) to such termination;
- (g) the Delegate Collateral Agent has agreed that the Borrower may exercise all of its rights and powers under and in respect of the Refund Guarantee except that to the extent that the Delegate Collateral Agent notifies you in writing that an Event of Default (as referred to in the Charge) has occurred and is continuing. Upon giving such notice, the Delegate Collateral Agent may exercise such rights and powers (to the exclusion of the Borrower) (including, without limitation, making a demand under the Refund Guarantee) to the extent stated in that notice and without you being under any duty to verify or make any enquiry as to whether such (or any) Event of Default has occurred and is continuing;
- (h) the Borrower has irrevocably appointed the Delegate Collateral Agent to be its attorney, upon the occurrence of and during the continuance of an Event of Default, to do (amongst other things) things which the Borrower could do in relation to the Refund Guarantee. Accordingly, the Borrower authorises and instructs you to comply with the terms of any written notice or instructions which you may receive from the

Delegate Collateral Agent from time to time in connection with the Refund Guarantee without further authority or enquiry by you from the Borrower; and

- (i) the Borrower remains liable to perform all its duties and obligations under the Refund Guarantee and the Delegate Collateral Agent is under no obligation of any kind under the Refund Guarantee nor under any liability whatsoever in the event of any failure by the Borrower to perform its obligations.

You are hereby authorised and instructed, without requiring further approval from the Borrower, to provide the Delegate Collateral Agent with such information relating to the Refund Guarantee as it may from time to time reasonably request and to send copies of all notices issued by you under the Refund Guarantee which have had or would reasonably be expected to have a material adverse effect on the value of the Refund Guarantee, to the Delegate Collateral Agent as well as to the Borrower.

This notice of charge shall terminate, and be of no further force and effect, upon termination of the Charge (as notified to you by the Delegate Collateral Agent).

Please acknowledge receipt of this notice by signing and dating the acknowledgment set out on the enclosed copy and returning it to the Delegate Collateral Agent.

Yours faithfully

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For and on behalf of  
**SEAHAWK TWO, LTD.**

**SCHEDULE 2**

**FORM OF ACKNOWLEDGMENT OF CHARGE**

*[To be printed only on copy of the Notice of Charge given]*

To:

Attn.:

Telephone:

Facsimile:

e-mail:

Cc: KfW IPEX-Bank GmbH as Collateral Agent

Palmengartenstrasse 5-9  
60325 Frankfurt am Main  
Germany

Attention: Maritime Industries, X2a4, Claudia Wenzel  
Fax: +49 69 7431 3768  
E-mail: claudia.wenzel@kfw.de

Date:

Dear Sirs

We acknowledge receipt of a notice in the terms set out above (the "**Notice**"). We accept the instructions and authorisations contained in the Notice, we undertake to act in accordance with and comply with the terms of the Notice and we confirm that we have not received notice of any other charges of or over any of the rights, title, interests and benefits in, to or in respect of the Refund Guarantee and that we will comply with the terms of the Notice.

We further agree and confirm that we acknowledge that we shall not challenge the effectiveness of the Charge (as defined in the Notice; capitalized terms used herein have the meanings ascribed thereto in the Notice or the Charge, as applicable).

Yours faithfully

For and on behalf of  
**KfW IPEX-Bank GmbH**  
as Refund Guarantor

By:

Date:

**SCHEDULE 3**

**DETAILS OF REFUND GUARANTEES**

*[Name of Issuer]*

*[Date of Refund Guarantee]*

**SIGNATORIES**

**THE BORROWER**

Signed as a deed on behalf of **SEAHAWK TWO, LTD.**, a company incorporated in Bermuda, by [●], being a person who, in accordance with the laws of that territory, is acting under the authority of the company in the presence of:

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Attorney-in-Fact

Name:

Title:

Address:

**THE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

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**Authorised Signatory**

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**Authorised Signatory**

Name:

Title:

Address:

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**THE DELEGATE COLLATERAL AGENT**

Executed as a deed by **KFW IPEX-BANK GMBH**, a company incorporated in Germany, acting by duly authorised signatories of the company in accordance with the laws of the territory, in the presence of:

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**Authorised Signatory**

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**Authorised Signatory**

Name:

Title:

Address:

**SECOND AMENDMENT TO THE AMENDED AND RESTATED UNITED STATES  
TAX AGREEMENT**

**for**

**NCL CORPORATION LTD.**

This Second Amendment (this "Amendment") to the AMENDED AND RESTATED UNITED STATES TAX AGREEMENT of NCL Corporation Ltd., a company organized under the laws of Bermuda is made effective as of September 29, 2014, by Norwegian Cruise Line Holdings Ltd., a company organized under the laws of Bermuda and the Members, as defined in the Agreement.

A. The Members and the Company entered into that certain AMENDED AND RESTATED UNITED STATES TAX AGREEMENT on January 24, 2013 (the "Agreement").

B. The Company and the Members desire to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, the Agreement shall be amended as follows:

1. Tax Distributions. Section 3(a) of the Agreement shall be amended and restated in its entirety as follows:

"(a) Generally. The Principal Member may cause, in its sole and absolute discretion, the Company to distribute cash to the Members. Any distributions to the Members pursuant to this Section 3(a) generally shall be made to the Members pro rata in accordance with their Membership Percentages, *provided, however,* that the Principal Member may cause the Company to pay a dividend or make a distribution solely to the Principal Member, as otherwise permitted by applicable law, for such corporate or business purposes as the Principal Member shall deem necessary or appropriate in its sole and absolute discretion. In the event that the Company pays any dividend or makes any distribution to the Principal Member that is not paid or made pro rata to the other Members in accordance with their Membership Percentages, the Company shall make appropriate adjustments to the Principal Member's Units, Membership Percentage and Capital Account, all as reflected on the Member Schedule maintained by the Company, in accordance with Section 3(e) to appropriately reflect the relative economic interests of the Members."

2. Unit Adjustments. Section 3 shall be amended by adding a new paragraph (e) as follows:

"(e) Unit Adjustments, etc. To the extent the Company pays any dividend or makes any distribution to the Principal Member that is not made pro rata to the other Members in accordance with their Membership Percentages as provided in Section 3(a), the Company shall reduce the number of Units held by the Principal Member, with corresponding

changes to its Membership Percentage and Capital Account, based on the amount of such dividend or distribution and the then fair market value per Unit, to appropriately reflect the relative economic interests of the Members. To the extent the Principal Member contributes cash or assets to the Company, the Company shall increase the number of Units held by the Principal Member, with corresponding changes to its Membership Percentage and Capital Account, based on the amount of cash or the fair market value of the assets so contributed and the then fair market value per Unit, to appropriately reflect the relative economic interests of the Members. In each case, the Company shall make the appropriate updates to the Member Schedule.”

3. Miscellaneous. Except to the extent set forth in this Amendment, the Agreement remains in full force and effect. If the provisions of this Amendment conflict with the provisions of the Agreement, then the provisions of this Amendment shall prevail.

4. Governing Law. This Amendment shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware.

5 . Counterparts. This Amendment may be executed in any number of counterparts, including by facsimile transmission, with the effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one instrument.

\*\*\*\*\*

**IN WITNESS WHEREOF**, the undersigned has duly executed this Agreement as of the date first written above.

**NORWEGIAN CRUISE LINE HOLDINGS LTD.**

By: /s/ Kevin M. Sheehan  
Name: Kevin M. Sheehan  
Title: President and Chief Executive Officer

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## CERTIFICATION

I, Kevin M. Sheehan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Norwegian Cruise Line Holdings Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Kevin M. Sheehan

Name: Kevin M. Sheehan

Title: President and Chief Executive Officer

Dated: October 31, 2014

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## CERTIFICATION

I, Wendy A. Beck, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Norwegian Cruise Line Holdings Ltd.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Wendy A. Beck

Name: Wendy A. Beck

Title: Executive Vice President and Chief Financial Officer

Dated: October 31, 2014

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**CERTIFICATIONS OF CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL  
OFFICER PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of Kevin M. Sheehan, the President and Chief Executive Officer, and Wendy A. Beck, the Executive Vice President and Chief Financial Officer, of Norwegian Cruise Line Holdings Ltd. (the "Company"), does hereby certify, that, to such officer's knowledge:

The Quarterly Report on Form 10-Q of the Company, for the quarter ended September 30, 2014 (the "Form 10-Q"), fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: October 31, 2014

By: /s/ Kevin M. Sheehan  
Name: Kevin M. Sheehan  
Title: President and Chief Executive Officer

By: /s/ Wendy A. Beck  
Name: Wendy A. Beck  
Title: Executive Vice President and Chief Financial Officer

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