

REFINITIV

# DELTA REPORT

## 10-Q

RCL - ROYAL CARIBBEAN CRUISES L

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS	8209
CHANGES	265
DELETIONS	6925
ADDITIONS	1019

**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, 2023** **March 31, 2024**

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: 1-11884

**ROYAL CARIBBEAN CRUISES LTD.**

(Exact name of registrant as specified in its charter)

**Republic of Liberia**

**98-0081645**

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

**1050 Caribbean Way, Miami, Florida 33132**

(Address of principal executive offices) (zip code)

**(305) 539-6000**

(Registrant's telephone number, including area code)

**N/A**

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01 per share	RCL	New York Stock Exchange

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 every Interactive Data File required to be submitted 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 such files). Yes ☒ No ☐

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

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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 256,235,104 257,349,196 shares of common stock outstanding as of October 23, 2023 April 22, 2024.

Table of Contents

ROYAL CARIBBEAN CRUISES LTD.	
TABLE OF CONTENTS	
	Page
<b>PART I. FINANCIAL INFORMATION</b>	
<a href="#">Item 1. Financial Statements</a>	<a href="#">1</a>
<a href="#">Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	<a href="#">23 19</a>
<a href="#">Item 3. Quantitative and Qualitative Disclosures About Market Risk</a>	<a href="#">39 32</a>
<a href="#">Item 4. Controls and Procedures</a>	<a href="#">39 32</a>
<b>PART II. OTHER INFORMATION</b>	
<a href="#">Item 1. Legal Proceedings</a>	<a href="#">40 33</a>
<a href="#">Item 1A. Risk Factors</a>	<a href="#">40 33</a>
<a href="#">Item 2. Unregistered Sales of Equity Securities and Use of Proceeds</a>	<a href="#">52 34</a>
<a href="#">Item 5. Other Information</a>	<a href="#">52 34</a>
<a href="#">Item 6. Exhibits</a>	<a href="#">53 35</a>
<b>SIGNATURES</b>	<a href="#">54 36</a>

PART I. FINANCIAL INFORMATION	
Item 1. Financial Statements	
ROYAL CARIBBEAN CRUISES LTD.	
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)	
(unaudited; in thousands, millions, except per share data)	
Quarter Ended September 30,	
Quarter Ended March 31,	Quarter Ended March 31,

		2023	2022	2024	2023
Passenger ticket revenues	Passenger ticket revenues	\$2,941,481	\$2,020,974		
Onboard and other revenues	Onboard and other revenues	1,218,972	972,101		
<b>Total revenues</b>	<b>Total revenues</b>	<b>4,160,453</b>	<b>2,993,075</b>		
Cruise operating expenses:	Cruise operating expenses:			Cruise operating expenses:	
Commissions, transportation and other	Commissions, transportation and other	632,075	484,054		
Onboard and other	Onboard and other	261,225	220,216		
Payroll and related	Payroll and related	293,629	304,369		
Food	Food	211,709	194,966		
Fuel	Fuel	272,408	316,214		
Other operating	Other operating	465,814	446,630		
<b>Total cruise operating expenses</b>	<b>Total cruise operating expenses</b>	<b>2,136,860</b>	<b>1,966,449</b>		
Marketing, selling and administrative expenses	Marketing, selling and administrative expenses	393,016	373,116		
Depreciation and amortization expenses	Depreciation and amortization expenses	365,473	355,085		
<b>Operating Income</b>	<b>Operating Income</b>	<b>1,265,104</b>	<b>298,425</b>		
Other income (expense):	Other income (expense):			Other income (expense):	
Interest income	Interest income	7,472	11,953		
Interest expense, net of interest capitalized	Interest expense, net of interest capitalized	(340,620)	(352,187)		
Equity investment income	Equity investment income	86,627	73,997		
Other (expense) income	Other (expense) income	(7,905)	780		
		(254,426)	(265,457)		
<b>Net Income</b>		<b>1,010,678</b>	<b>32,968</b>		
<b>Net Income (Loss)</b>					
Less: Net Income attributable to noncontrolling interest	Less: Net Income attributable to noncontrolling interest	1,602	—		

<b>Net Income attributable to Royal Caribbean Cruises Ltd.</b>		<b>\$1,009,076</b>	<b>\$ 32,968</b>
<b>Earnings per Share:</b>			
<b>Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>			
<b>Earnings (Loss) per Share:</b>		<b>Earnings (Loss) per Share:</b>	
Basic	Basic	\$ 3.94	\$ 0.13
Diluted	Diluted	\$ 3.65	\$ 0.13
<b>Weighted-Average Shares Outstanding:</b>	<b>Weighted-Average Shares Outstanding:</b>	<b>Weighted-Average Shares Outstanding:</b>	
Basic	Basic	256,188	255,071
Diluted	Diluted	281,876	255,378
<b>Comprehensive Income (Loss)</b>		<b>Comprehensive Income (Loss)</b>	
<b>Net Income</b>		<b>\$1,010,678</b>	<b>\$ 32,968</b>
<b>Net Income (Loss)</b>			
Other comprehensive income (loss):	Other comprehensive income (loss):	Other comprehensive income (loss):	
Foreign currency translation adjustments	Foreign currency translation adjustments	11,495	11,498
Change in defined benefit plans	Change in defined benefit plans	3,972	7,226
Gain (loss) on cash flow derivative hedges	Gain (loss) on cash flow derivative hedges	19,561	(259,949)
Total other comprehensive income (loss)	Total other comprehensive income (loss)	35,028	(241,225)
<b>Comprehensive Income (Loss)</b>	<b>Comprehensive Income (Loss)</b>	<b>1,045,706</b>	<b>(208,257)</b>
Less: Comprehensive Income attributable to noncontrolling interest	Less: Comprehensive Income attributable to noncontrolling interest	1,602	—
<b>Comprehensive Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	<b>Comprehensive Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	<b>\$1,044,104</b>	<b>\$ (208,257)</b>

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

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)**  
(unaudited; in thousands, except per share data)

	Nine Months Ended September 30,	
	2023	2022
Passenger ticket revenues	\$ 7,281,503	\$ 4,091,035
Onboard and other revenues	3,287,078	2,145,513
Total revenues	10,568,581	6,236,548
Cruise operating expenses:		
Commissions, transportation and other	1,551,012	964,256
Onboard and other	640,175	450,225
Payroll and related	887,999	981,128
Food	613,795	450,376
Fuel	849,839	779,873
Other operating	1,341,821	1,205,452
Total cruise operating expenses	5,884,641	4,831,310
Marketing, selling and administrative expenses	1,288,719	1,138,571
Depreciation and amortization expenses	1,086,923	1,046,094
<b>Operating Income (Loss)</b>	2,308,298	(779,427)
Other income (expense):		
Interest income	31,863	21,765
Interest expense, net of interest capitalized	(1,055,519)	(932,552)
Equity investment income	149,112	29,759
Other (expense) income	(8,676)	4,699
	(883,220)	(876,329)
<b>Net Income (Loss)</b>	1,425,078	(1,655,756)
Less: Net Income attributable to noncontrolling interest	5,151	—
<b>Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	\$ 1,419,927	\$ (1,655,756)
<b>Earnings (Loss) per Share:</b>		
Basic	\$ 5.55	\$ (6.49)
Diluted	\$ 5.24	\$ (6.49)
<b>Weighted-Average Shares Outstanding:</b>		
Basic	255,822	254,953
Diluted	283,847	254,953
<b>Comprehensive Income (Loss)</b>		
<b>Net Income (Loss)</b>	\$ 1,425,078	\$ (1,655,756)
Other comprehensive income (loss):		
Foreign currency translation adjustments	1,686	31,958
Change in defined benefit plans	3,700	34,991
Loss on cash flow derivative hedges	(7,148)	(148,541)
Total other comprehensive loss	(1,762)	(81,592)
<b>Comprehensive Income (Loss)</b>	1,423,316	(1,737,348)
Less: Comprehensive Income attributable to noncontrolling interest	5,151	—
<b>Comprehensive Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	\$ 1,418,165	\$ (1,737,348)

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

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED BALANCE SHEETS**  
(in thousands, millions, except share data)

		As of		As of	
		September 30,	December 31,	March 31,	December 31,
		2023	2022	2024	2023
		(unaudited)		(unaudited)	
<b>Assets</b>	<b>Assets</b>			<b>Assets</b>	
Current assets	Current assets			Current assets	
Cash and cash equivalents	Cash and cash equivalents	\$ 600,117	\$ 1,935,005		
Trade and other receivables, net of allowances of \$7,899 and \$11,612 at September 30, 2023 and December 31, 2022, respectively		360,151	531,066		
Trade and other receivables, net of allowances of \$9 and \$7 at March 31, 2024 and December 31, 2023, respectively					
Inventories	Inventories	241,522	224,016		
Prepaid expenses and other assets	Prepaid expenses and other assets	508,832	455,836		
Derivative financial instruments	Derivative financial instruments	70,087	59,083		
Total current assets	Total current assets	1,780,709	3,205,006		
Property and equipment, net	Property and equipment, net	27,854,624	27,546,445		
Operating lease right-of-use assets	Operating lease right-of-use assets	529,721	537,559		
Goodwill	Goodwill	809,206	809,277		
Other assets, net of allowances of \$62,777 and \$71,614 at September 30, 2023 and December 31, 2022, respectively		1,794,412	1,678,074		
Other assets, net of allowances of \$43 at March 31, 2024 and December 31, 2023.					
<b>Total assets</b>	<b>Total assets</b>	<b>\$32,768,672</b>	<b>\$33,776,361</b>		
<b>Liabilities and Shareholders' Equity</b>	<b>Liabilities and Shareholders' Equity</b>			<b>Liabilities and Shareholders' Equity</b>	

Current liabilities	Current liabilities		Current liabilities	
Current portion of long-term debt	Current portion of long-term debt	\$ 2,043,965	\$ 2,087,711	
Current portion of operating lease liabilities	Current portion of operating lease liabilities	80,983	79,760	
Accounts payable	Accounts payable	715,386	646,727	
Accrued expenses and other liabilities	Accrued expenses and other liabilities	1,210,858	1,459,957	
Derivative financial instruments	Derivative financial instruments	158,165	131,312	
Customer deposits	Customer deposits	5,032,328	4,167,997	
Total current liabilities	Total current liabilities	9,241,685	8,573,464	
Long-term debt	Long-term debt	17,924,927	21,303,480	
Long-term operating lease liabilities	Long-term operating lease liabilities	517,337	523,006	
Other long-term liabilities	Other long-term liabilities	488,534	507,599	
<b>Total liabilities</b>	<b>Total liabilities</b>	<b>28,172,483</b>	<b>30,907,549</b>	
<b>Shareholders' equity</b>	<b>Shareholders' equity</b>			
<b>Shareholders' equity</b>				
Preferred stock (\$0.01 par value; 20,000,000 shares authorized; none outstanding)	Preferred stock (\$0.01 par value; 20,000,000 shares authorized; none outstanding)	—	—	
Common stock (\$0.01 par value; 500,000,000 shares authorized; 284,483,109 and 283,257,102 shares issued, September 30, 2023 and December 31, 2022, respectively)	Common stock (\$0.01 par value; 500,000,000 shares authorized; 284,483,109 and 283,257,102 shares issued, September 30, 2023 and December 31, 2022, respectively)	2,845	2,832	
Common stock (\$0.01 par value; 500,000,000 shares authorized; 285,814,489 and 284,672,386 shares issued, March 31, 2024 and December 31, 2023, respectively)	Common stock (\$0.01 par value; 500,000,000 shares authorized; 285,814,489 and 284,672,386 shares issued, March 31, 2024 and December 31, 2023, respectively)			
Paid-in capital	Paid-in capital	7,422,041	7,284,852	
Accumulated deficit	Accumulated deficit	(287,502)	(1,707,429)	



Retained earnings (accumulated deficit)			
Accumulated other comprehensive loss	Accumulated other comprehensive loss	(644,976)	(643,214)
Treasury stock (28,248,125 and 28,018,385 common shares at cost, September 30, 2023 and December 31, 2022, respectively)		(2,069,432)	(2,068,229)
Treasury stock (28,468,430 and 28,248,125 common shares at cost, March 31, 2024 and December 31, 2023, respectively)			
Total shareholders' equity attributable to Royal Caribbean Cruises Ltd.	Total shareholders' equity attributable to Royal Caribbean Cruises Ltd.	4,422,976	2,868,812
Noncontrolling Interests	Noncontrolling Interests	173,213	—
<b>Total shareholders' equity</b>	<b>Total shareholders' equity</b>	<b>4,596,189</b>	<b>2,868,812</b>
<b>Total liabilities and shareholders' equity</b>	<b>Total liabilities and shareholders' equity</b>	<b>\$32,768,672</b>	<b>\$33,776,361</b>

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

2

<b>ROYAL CARIBBEAN CRUISES LTD.</b> <b>CONSOLIDATED STATEMENTS OF CASH FLOWS</b> (unaudited, in millions)			
	Three Months Ended March 31,		
	2024	2023	
<b>Operating Activities</b>			
Net Income (Loss)	\$ 364	\$ (48)	
Adjustments:			
Depreciation and amortization	387	360	
Net deferred income tax benefit	—	(11)	
Gain (loss) on derivative instruments not designated as hedges	35	(3)	
Share-based compensation expense	45	26	
Equity investment income	(41)	(20)	
Amortization of debt issuance costs, discounts and premiums	26	30	
Loss on extinguishment of debt	116	13	

Changes in operating assets and liabilities:		
(Increase) decrease in trade and other receivables, net	(57)	123
Decrease in inventories	12	3
Increase in prepaid expenses and other assets	(80)	(78)
Increase in accounts payable trade	78	57
Decrease in accrued expenses and other liabilities	(238)	(261)
Increase in customer deposits	729	1,103
Other, net	(48)	16
Net cash provided by operating activities	1,328	1,310
<b>Investing Activities</b>		
Purchases of property and equipment	(242)	(252)
Cash received on settlement of derivative financial instruments	—	5
Cash paid on settlement of derivative financial instruments	(35)	(6)
Investments in and loans to unconsolidated affiliates	(9)	—
Cash received on loans from unconsolidated affiliates	5	5
Other, net	(15)	14
Net cash used in investing activities	(296)	(234)
<b>Financing Activities</b>		
Debt proceeds	2,179	705
Debt issuance costs	(19)	(27)
Repayments of debt	(3,107)	(2,664)
Premium on repayment of debt	(104)	—
Proceeds from sale of noncontrolling interest	—	209
Other, net	(40)	(7)
Net cash used in financing activities	(1,091)	(1,784)
Effect of exchange rate changes on cash and cash equivalents	(1)	—
Net decrease in cash and cash equivalents	(60)	(708)
Cash and cash equivalents at beginning of period	497	1,935
Cash and cash equivalents at end of period	\$ 437	\$ 1,227

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

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited, in thousands)

	Nine Months Ended September 30,	
	2023	2022
<b>Operating Activities</b>		
Net Income (Loss)	\$ 1,425,078	\$ (1,655,756)
Adjustments:		
Depreciation and amortization	1,086,923	1,046,094
Net deferred income tax benefit	(2,723)	(14,345)
Loss on derivative instruments not designated as hedges	30,904	175,686
Share-based compensation expense	79,315	24,285
Equity investment income	(149,112)	(29,759)
Amortization of debt issuance costs, discounts and premiums	84,015	129,957
Loss on extinguishment of debt	81,441	16,449

Changes in operating assets and liabilities:		
Decrease (increase) in trade and other receivables, net	131,199	(173,555)
Increase in inventories, net	(17,506)	(86,962)
Increase in prepaid expenses and other assets	(43,721)	(108,429)
Increase in accounts payable trade	62,007	79,249
(Decrease) increase in accrued expenses and other liabilities	(247,065)	3,080
Increase in customer deposits	864,332	613,632
Other, net	(24,082)	(114,367)
Net cash provided by (used in) operating activities	3,361,005	(94,741)
<b>Investing Activities</b>		
Purchases of property and equipment	(1,328,643)	(2,543,266)
Cash received on settlement of derivative financial instruments	23,096	42,958
Cash paid on settlement of derivative financial instruments	(66,272)	(389,387)
Investments in and loans to unconsolidated affiliates	(21,997)	(614)
Cash received on loans from unconsolidated affiliates	35,583	14,030
Other, net	9,021	5,328
Net cash used in investing activities	(1,349,212)	(2,870,951)
<b>Financing Activities</b>		
Debt proceeds	1,808,177	7,207,566
Debt issuance costs	(56,150)	(222,787)
Repayments of debt	(5,305,966)	(5,135,323)
Proceeds from sale of noncontrolling interest	209,320	—
Other, net	(815)	(16,556)
Net cash (used in) provided by financing activities	(3,345,434)	1,832,900
Effect of exchange rate changes on cash and cash equivalents	(1,247)	(2,765)
Net decrease in cash and cash equivalents	(1,334,888)	(1,135,557)
Cash and cash equivalents at beginning of period	1,935,005	2,701,770
Cash and cash equivalents at end of period	\$ 600,117	\$ 1,566,213

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited, in millions)

	Three Months Ended March 31,	
	2024	2023
<b>Supplemental Disclosure</b>		
Cash paid during the period for:		
Interest, net of amount capitalized	\$ 411	\$ 389
<b>Non-cash Investing Activities</b>		
Purchase of property and equipment included in accounts payable and accrued expenses and other liabilities	\$ 44	\$ 19

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

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(unaudited, in thousands)

Nine Months Ended September 30,

	2023	2022
<b>Supplemental Disclosure</b>		
Cash paid during the period for:		
Interest, net of amount capitalized	\$ 1,064,031	\$ 752,623
<b>Non-cash Investing Activities</b>		
Purchase of property and equipment included in accounts payable and accrued expenses and other liabilities	\$ 24,394	\$ 26,026
Acquisition of property and equipment from assumed debt	\$ —	\$ 275,000
<b>Non-cash Financing Activity</b>		
Debt related to purchase of property and equipment	\$ —	\$ 275,000

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

5

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(unaudited; in **thousands**) **millions**

	Common Stock	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Noncontrolling Interest	Total Shareholders' Equity
<b>Balance at July 1, 2023</b>	\$ 2,844	\$ 7,406,818	\$ (1,296,578)	\$ (680,004)	\$ (2,069,432)	\$ 177,434	\$ 3,541,082
<b>Balance at January 1, 2024</b>							
Activity related to employee stock plans	1	14,479	—	—	—	—	14,480
Changes related to cash flow derivative hedges	—	—	—	19,561	—	—	19,561
Change in defined benefit plans	—	—	—	3,972	—	—	3,972
Foreign currency translation adjustments	—	—	—	11,495	—	—	11,495
Sale of noncontrolling interest	—	744	—	—	—	—	744
Noncontrolling interest	—	—	—	—	—	2,179	2,179
Purchase of treasury stock							

[illegible]

Balance at September 30, 2023	\$ 2,845	\$ 7,422,041	\$ (287,502)	\$ (644,976)	\$ (2,069,432)	\$ 173,213	\$ 4,596,189
Net Loss							
Balance at March 31, 2023							

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

6

**ROYAL CARIBBEAN CRUISES LTD.**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**  
(unaudited; in thousands)

	Common Stock	Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Treasury Stock	Total Shareholders' Equity
Balance at July 1, 2022	\$ 2,831	\$ 7,254,939	\$ (1,240,191)	\$ (551,252)	\$ (2,068,229)	\$ 3,398,098
Activity related to employee stock plans	1	15,582	—	—	—	15,583
Changes related to cash flow derivative hedges	—	—	—	(259,949)	—	(259,949)
Change in defined benefit plans	—	—	—	7,226	—	7,226
Foreign currency translation adjustments	—	—	—	11,498	—	11,498
Net Income	—	—	32,968	—	—	32,968
Balance at September 30, 2022	\$ 2,832	\$ 7,270,521	\$ (1,207,223)	\$ (792,477)	\$ (2,068,229)	\$ 3,205,424

	Common Stock	Paid-in Capital	Retained Earnings (Accumulated Deficit)	Accumulated Other Comprehensive Loss	Treasury Stock	Total Shareholders' Equity
Balance at January 1, 2022	\$ 2,827	\$ 7,557,297	\$ 302,276	\$ (710,885)	\$ (2,065,959)	\$ 5,085,556
Activity related to employee stock plans	5	20,864	37	—	—	20,906
Cumulative effect of adoption of Accounting Standards Update 2020-06	—	(307,640)	146,220	—	—	(161,420)
Changes related to cash flow derivative hedges	—	—	—	(148,541)	—	(148,541)
Change in defined benefit plans	—	—	—	34,991	—	34,991
Foreign currency translation adjustments	—	—	—	31,958	—	31,958
Purchase of treasury stock	—	—	—	—	(2,270)	(2,270)
Net Loss	—	—	(1,655,756)	—	—	(1,655,756)
Balance at September 30, 2022	\$ 2,832	\$ 7,270,521	\$ (1,207,223)	\$ (792,477)	\$ (2,068,229)	\$ 3,205,424

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

75

**ROYAL CARIBBEAN CRUISES LTD.**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
(unaudited)

As used in this Quarterly Report on Form 10-Q, the terms "Royal Caribbean," "Royal Caribbean Group," the "Company," "we," "our" and "us" refer to Royal Caribbean Cruises Ltd. and, depending on the context, Royal Caribbean Cruises Ltd.'s consolidated subsidiaries and/or affiliates. The terms "Royal Caribbean International," "Celebrity Cruises," and "Silversea Cruises" refer to our wholly owned global cruise brands. Throughout this Quarterly Report on Form 10-Q, we also refer to our partner brands in which we hold an ownership interest, including "TUI Cruises" and "Hapag-Lloyd Cruises." However, because these partner brands are unconsolidated investments, our operating results and other disclosures herein do not include these brands unless otherwise specified. In accordance with cruise vacation industry practice, the term "berths" is determined based on double

occupancy per cabin even though many cabins can accommodate three or more passengers. This Quarterly Report on Form 10-Q should be read in conjunction with our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 31, 2023**.

This Quarterly Report on Form 10-Q also includes trademarks, trade names and service marks of other companies. Use or display by us of other parties' trademarks, trade names or service marks is not intended to and does not imply a relationship with, or endorsement or sponsorship of us by, these other parties other than as described herein.

## Note 1. General

### Description of Business

We are a global cruise company. We own and operate three global cruise brands: Royal Caribbean International, Celebrity Cruises and Silversea Cruises (collectively, our "Global Brands"). We also own a 50% joint venture interest in TUI Cruises GmbH ("TUIC"), which operates the German brands TUI Cruises and Hapag-Lloyd Cruises (collectively, our "Partner Brands"). We account for our investments in our Partner Brands under the equity method of accounting. Together, our Global Brands and our Partner Brands have a combined fleet of **64 65** ships as of **September 30, 2023** **March 31, 2024**. Our ships offer a selection of worldwide itineraries that call on more than 1,000 destinations in over 120 countries on all seven continents.

### Liquidity

As of September 30, 2023, we had liquidity of \$3.3 billion, including \$2.7 billion of undrawn revolving credit facility capacity, and \$0.6 billion in cash and cash equivalents. We believe that we have sufficient liquidity to fund our obligations for at least the next twelve months from the issuance of these financial statements. Refer to Note 6. *Debt* for further information regarding refinancing transactions and our applicable financial covenants.

We will continue to pursue, as appropriate, various opportunities to raise capital to fund obligations associated with future debt maturities and/or to extend the maturity dates associated with our existing indebtedness or facilities.

### Basis for Preparation of Consolidated Financial Statements

The unaudited consolidated financial statements are presented pursuant to the rules and regulations of the Securities and Exchange Commission. In our opinion, these statements include all adjustments necessary for a fair statement of the results of the interim periods reported herein. Adjustments consist only of normal recurring items, except for any items discussed in the notes below. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted as permitted by such Securities and Exchange Commission rules and regulations. Estimates are required for the preparation of financial statements in accordance with these principles. Actual results could differ from these estimates. Refer to Note 2. *Summary of Significant Accounting Policies* in this Quarterly Report on Form 10-Q and in our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 31, 2023** for a discussion of our significant accounting policies. **The Company has changed its presentation from thousands to millions and, as a result, any necessary rounding adjustments have been made to prior period disclosed amounts.**

All significant intercompany accounts and transactions are eliminated in consolidation. We consolidate entities over which we have control, usually evidenced by a direct ownership interest of greater than 50%, and variable interest entities where we are determined to be the primary beneficiary. Refer to Note 5. *Investments and Other Assets* for further information regarding our variable interest entities. For affiliates we do not control but over which we have significant influence on financial and operating policies, usually evidenced by a direct ownership interest from 20% to 50%, the investment is accounted for using the equity method.

## Note 2. Summary of Significant Accounting Policies

### Adoption of Accounting Pronouncements

In September 2022, the FASB issued ASU No. 2022-04, *Liabilities-Supplier Finance Programs (Subtopic 405-50) - Disclosure of Supplier Finance Program Obligations*. This ASU requires that a buyer in a supplier finance program disclose sufficient information about the program to allow a user of financial statements to understand the program's nature, activity during the period, changes from period to period, and potential magnitude. This ASU is expected to improve financial reporting by requiring new disclosures about the programs, thereby allowing financial statement users to better consider the effect of the programs on an entity's working capital, liquidity, and cash flows. This ASU is effective for fiscal years beginning after December 15, 2022, except for the amendment on roll forward information which is effective for fiscal years beginning after December 15, 2023. We adopted ASU No. 2022-04 effective January 1, 2023. The adoption did not have a material impact to our consolidated financial statements and related disclosures.

### Recent Accounting Pronouncements

In August 2023, the FASB issued ASU No. 2023-05, *Business Combinations - Joint Venture Formations (Subtopic 805-60): Recognition and Initial Measurement*. This ASU provides guidance requiring a joint venture to initially measure all contributions received upon its formation at fair value. The guidance is intended to provide users of joint venture financial statements with more decision-useful information. This ASU is effective for joint venture entities with a formation date on or after January 1, 2025 on a prospective basis. Early adoption is permitted, and joint ventures formed prior to the adoption date may elect to apply the new guidance retrospectively back to their original formation date. We are currently evaluating the impact of the new guidance on our consolidated financial statements.

### Reclassifications

For In November 2023, the quarter and nine months ended September 30, 2023, we no longer separately present *Impairments and Credit losses* in our consolidated statements of comprehensive income (loss). As a result, amounts presented in prior periods were reclassified **FASB issued ASU No. 2023-07, Segment Reporting (Topic 280): Improvements to Other Operating** to conform to the current year presentation.

For the nine months ended September 30, 2023, we no longer separately present *Accrued interest* in our consolidated balance sheets. As a result, amounts presented in prior periods were reclassified to *Accrued Reportable Segment Disclosures*. **This ASU requires enhanced disclosures about significant segment expenses and other liabilities segment items and requires companies to conform disclose all annual disclosures about segments in interim periods. This ASU also requires public entities with a single reportable segment to provide all the current year presentation.**

For disclosures required by the nine months ended September 30, 2023 amendments in this ASU and all existing segment disclosures in Topic 280. The amendments in this ASU are intended to improve financial reporting by requiring disclosure of incremental segment information on an annual and interim basis for all public entities to enable investors to develop more decision-useful financial analyses. The amendments in this ASU are effective for fiscal years beginning after December 15, 2023, we no longer separately present Amortization and interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted and the amendments should be applied retrospectively to all periods presented. We are currently evaluating the impact of debt discounts and premiums; (Decrease) increase in accrued interest; and Impairments and Credit losses in our cash flows from Operating Activities within the new guidance on our consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures. The new guidance is intended to enhance the transparency and decision usefulness of cash flows. As income tax disclosures, primarily through standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. This ASU is effective for annual periods beginning after December 15, 2024 on a result, amounts presented in prior periods were reclassified to Amortization prospective basis. Early adoption and retrospective application is permitted. We are currently evaluating the impact of debt issuance costs, discounts and premiums; (Decrease) increase in accrued expenses and other liabilities; and Other, net, respectively, within Operating Activities to conform to the current year presentation. Additionally, we no longer separately present Proceeds from the sale of property and equipment and other assets in our cash flows from Investing Activities within new guidance on our consolidated financial statements of cash flows. As a result, amounts presented in prior periods were reclassified to Other, net within Investing Activities to conform to the current year presentation and related disclosures.

### Note 3. Revenues Revenue

#### Revenue Recognition

Revenues are measured based on consideration specified in our contracts with customers and are recognized as the related performance obligations are satisfied.

The majority of our revenues are derived from passenger cruise contracts which are reported within Passenger ticket revenues in our consolidated statements of comprehensive income (loss). Our performance obligation under these contracts is to provide a cruise vacation in exchange for the ticket price. We receive payment before we satisfy this performance obligation and recognize revenue over the duration of each cruise, which generally ranges from two three to 23 28 nights.

Passenger ticket revenues include charges to our guests for port costs that vary with passenger head counts. These type types of port costs, along with port costs that do not vary by passenger head counts, are included in our cruise operating expenses. The amounts of port costs charged to our guests and included within Passenger ticket revenues on a gross basis were \$252.3 million \$242 million and \$210.2 million \$203 million for the quarters ended September 30, 2023 March 31, 2024 and 2022, respectively, and \$0.7 billion and \$446.3 million for the nine months ended September 30, 2023 and 2022, 2023, respectively.

Our total revenues also include Onboard and other revenues, which consist primarily of revenues from the sale of goods and services onboard our ships that are not included in passenger ticket prices. We receive payment before or concurrently with the transfer of these goods and services to cruise passengers and recognize revenue over the duration of the related cruise.

As a practical expedient, we have omitted disclosures on our remaining performance obligations as the duration of our contracts with customers is less than a year.

#### Disaggregated Revenues

The following table disaggregates our total revenues by geographic regions where we provide cruise itineraries (in thousands) millions):

		Quarter Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Quarter Ended March 31,				Quarter Ended March 31,	
2024				2024	2023
Revenues by itinerary	Revenues by itinerary				
North America (1)	North America (1)				
North America (1)	North America (1)				
North America (1)	North America (1)				
North America (1)	North America (1)				
Asia/Pacific	Asia/Pacific	118,238	46,137	589,747	125,986
Europe	Europe	1,375,478	1,002,936	2,272,277	1,531,495
Other regions(2)	Other regions(2)	181,367	169,200	580,979	408,222
Other regions (2)	Other regions (2)				
Total revenues by itinerary	Total revenues by itinerary	3,950,375	2,856,499	10,063,880	5,937,059
Other revenues(3)	Other revenues(3)	210,078	136,576	504,701	299,489



Other revenues (3)					
Total revenues	Total revenues	\$4,160,453	\$2,993,075	\$10,568,581	\$6,236,548

(1) Includes the United States, Canada, Mexico and the Caribbean.

(2) Includes seasonality impacted itineraries primarily in South and Latin American countries.

(3) Includes revenues primarily related to cancellation fees, vacation protection insurance, casino operations, pre- and post-cruise tours and fees for operating certain port facilities. Amounts also include revenues related to procurement and management related services we perform on behalf of our unconsolidated affiliates. Refer to Note 5. *Investments and Other Assets* for more information on our unconsolidated affiliates.

Passenger ticket revenues are attributed to geographic areas based on where the reservation originates. For the **quarter quarters ended March 31, 2024** and **nine months ended September 30, 2023 and 2022, 2023**, our guests were sourced from the following areas:

	Quarter Ended September 30,	
	2023	2022
Passenger ticket revenues:		
United States	72 %	71 %
United Kingdom	10 %	11 %
All other countries (1)	18 %	18 %

		Nine Months Ended September 30,	
		2023	2022
		Quarter Ended March 31,	
		2024	2023
Passenger ticket revenues:	Passenger ticket revenues:		
United States	United States	74 %	75 %
United States			
United States		73 %	76 %
All other countries (1)	All other countries (1)	26 %	25 %
All other countries (1)			
All other countries (1)		27 %	24 %

(1) No other individual country's revenue exceeded 10% for the **quarter quarters ended March 31, 2024** and **nine months ended September 30, 2023 and 2022, 2023**.

#### Customer Deposits and Contract Liabilities

Our payment terms generally require an upfront deposit to confirm a reservation, with the balance due prior to the cruise. Deposits received on sales of passenger cruises are initially recorded as *Customer deposits* in our consolidated balance sheets and subsequently recognized as passenger ticket revenues or onboard revenues during the duration of the cruise. ASC 606,

*Revenues from Contracts with Customers*, defines a "contract liability" as an entity's obligation to transfer goods or services to a customer for which the entity has received consideration from the customer. We do not consider customer deposits to be a contract liability until the customer no longer retains the unilateral right, resulting from the passage of time, to cancel such customer's reservation and receive a full refund. *Customer deposits* presented in our consolidated balance sheets include contract liabilities of **\$2.2 billion \$2.9 billion** and **\$1.8 billion \$2.6 billion** as of **September 30, 2023 March 31, 2024** and **December 31, 2022 December 31, 2023**, respectively.

During the pandemic we provided flexibility to guests with bookings on sailings that were cancelled due to COVID-19 by allowing guests to receive future cruise credits ("FCCs"). As of **September 30, 2023 March 31, 2024**, our customer deposit balance includes approximately **\$0.4 billion \$317 million** of unredeemed FCCs. Our FCCs are not refundable and do not have expiration dates. Based upon our analysis of historical redemption experience, we believe a portion of our FCCs are not probable of being used in future periods. Based on our current estimates, we recognized an immaterial amount of FCC breakage revenue during the quarter ended **September 30, 2023 March 31, 2024**. We will continue to monitor changes in redemption behavior and estimate and record revenue associated with breakage when the likelihood of the customer exercising their remaining rights becomes remote.

## Contract Receivables and Contract Assets

Although we generally require full payment from our customers prior to their cruise, we grant credit terms to a relatively small portion of our revenue sourced in select markets outside of the United States. As a result, we have outstanding receivables from passenger cruise contracts in those markets. We also have receivables from credit card merchants for cruise ticket purchases and goods and services sold to guests during cruises that are collected before, during or shortly after the cruise voyage. In addition, we have receivables due from concessionaires onboard our vessels. These receivables are included within *Trade and other receivables, net* in our consolidated balance sheets.

Our credit card processors agreements require us, under certain circumstances, to maintain a reserve that can be satisfied by posting collateral. As of **September 30, 2023** **March 31, 2024**, none of our credit card processors required us to maintain a reserve.

We have contract assets that are conditional rights to consideration for satisfying the construction services performance obligations under a service concession arrangement. As of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, our contract assets were **\$168.1 million** **\$166 million** and **\$167.9 million** **\$167 million**, respectively, and were included within *Other assets* in our consolidated balance sheets. Given the short duration of our cruises and our collection terms, we do not have any other significant contract assets.

## Assets Recognized from the Costs to Obtain a Contract with a Customer

Prepaid travel advisor commissions and prepaid credit and debit card fees are an incremental cost of obtaining contracts with customers that we recognize as an asset and include within *Prepaid expenses and other assets* in our consolidated balance sheets. Prepaid travel advisor commissions and prepaid credit and debit card fees were **\$230.5 million** **\$293 million** as of **September 30, 2023** **March 31, 2024** and **\$177.5 million** **\$257 million** as of **December 31, 2022** **December 31, 2023**. Our prepaid travel advisor commissions and prepaid credit and debit card fees are recognized at the time of revenue recognition or at the time of voyage cancellation, and are reported primarily within *Commissions, transportation and other* in our consolidated statements of comprehensive income (loss).

## Note 4. Earnings (Loss) Per Share

Basic and diluted earnings (loss) per share is as follows (in **thousands**, **millions**, except per share data):

		Quarter Ended September 30,		Nine Months Ended September 30,			
		Quarter Ended March 31,				Quarter Ended March 31,	
		2023	2022	2023	2022	2024	2023
Net Income	Net Income						
(Loss)	(Loss)						
attributable	attributable						
to Royal	to Royal						
Caribbean	Caribbean						
Cruises	Cruises						
Ltd. for	Ltd. for						
basic	basic						
earnings	earnings						
(loss) per	(loss) per						
share	share	\$1,009,076	\$32,968	\$1,419,927	\$(1,655,756)		
Add	Add						
convertible	convertible						
notes	notes						
interest	interest	20,269	—	67,605	—		
Net Income	Net Income						
(Loss)	(Loss)						
attributable	attributable						
to Royal	to Royal						
Caribbean	Caribbean						
Cruises	Cruises						
Ltd. for	Ltd. for						
diluted	diluted						
earnings	earnings						
(loss) per	(loss) per						
share	share	1,029,345	32,968	1,487,532	(1,655,756)		

Weighted-average common shares outstanding	Weighted-average common shares outstanding	256,188	255,071	255,822	254,953
Dilutive effect of stock-based awards	Dilutive effect of stock-based awards	857	307	586	—
Dilutive effect of convertible notes	Dilutive effect of convertible notes	24,831	—	27,439	—
Diluted weighted-average shares outstanding	Diluted weighted-average shares outstanding	281,876	255,378	283,847	254,953
Basic earnings (loss) per share	Basic earnings (loss) per share	\$ 3.94	\$ 0.13	\$ 5.55	\$ (6.49)
Diluted earnings (loss) per share	Diluted earnings (loss) per share	\$ 3.65	\$ 0.13	\$ 5.24	\$ (6.49)

Basic earnings (loss) per share is computed by dividing *Net Income (Loss)* by the weighted-average number of common stock outstanding during each period. Diluted earnings (loss) per share incorporates the incremental shares issuable upon the assumed exercise of stock options and conversion of potentially dilutive securities. We use the if-converted method to calculate the impact of our convertible notes that may be settled in cash or shares. To the extent dilutive, shares related to our convertible notes are assumed to be converted into common stock at the beginning of the reporting period, and we add back the interest expense to the numerator.

If we have a net loss for the period, all potential common shares will be considered antidilutive, resulting in the same basic and diluted net loss per share amounts for those periods. There were no antidilutive shares for the quarter and nine months ended September 30, 2023 March 31, 2024, compared to 30,532,145 and 31,085,736 30,994,718 antidilutive shares from our stock-based awards and convertible notes for the quarter and nine months ended September 30, 2022, respectively, March 31, 2023.

#### Note 5. Investments and Other Assets

A Variable Interest Entity ("VIE") is an entity in which the equity investors have not provided enough equity to finance the entity's activities or the equity investors: (1) cannot directly or indirectly make decisions about the entity's activities through their voting rights or similar rights; (2) do not have the obligation to absorb the expected losses of the entity; (3) do not have the right to receive the expected residual returns of the entity; or (4) have voting rights that are not proportionate to their economic interests and the entity's activities involve or are conducted on behalf of an investor with a disproportionately small voting interest. We hold equity interests in ventures related to our cruise operations. We account for the majority of these investments as either an equity method investment or a controlled subsidiary.

Effective March 31, 2023, we closed on the previously announced partnership agreement with iCON Infrastructure Partners VI, L.P. ("iCON"). This partnership will own, develop, and manage cruise terminal facilities and infrastructure in key ports of call, initially including several development projects in Italy and Spain. As part of the transaction with iCON we also sold 80% of the entity which owns our terminal at PortMiami to the partnership, PortMiami. Refer below to *equity method investments* and *controlled subsidiaries* for further information on the transaction. In addition, the partnership has plans to will pursue additional port infrastructure developments, including future plans to own, develop, and manage an infrastructure project in the U.S. Virgin Islands.

#### Unconsolidated investments ("equity method investments")

We have determined that TUI Cruises GmbH ("TUIC"), our 50%-owned joint venture, which operates the brands TUI Cruises and Hapag-Lloyd Cruises, is a VIE. We have determined that we are not the primary beneficiary of TUIC. We believe that the power to direct the activities that most significantly impact TUIC's economic performance is shared between ourselves and TUI AG, our joint venture partner. All the significant operating and financial decisions of TUIC require the consent of both parties, which we believe creates shared power over TUIC. Accordingly, we do not consolidate this entity and account for this investment under the equity method of accounting.

As of September 30, 2023 March 31, 2024, the net book value of our investment in TUIC was \$586.7 million \$678 million, primarily consisting of \$498.5 million \$594 million in equity and a loan of €75.3 million €67 million, or approximately \$79.7 million \$73 million based on the exchange rate at September 30, 2023 March 31, 2024. As of December 31,

2022 December 31, 2023, the net book value of our investment in TUIC was \$466.0 million \$657 million, primarily consisting of \$361.5 million \$566 million in equity and a loan of €87.2 million €71 million, or approximately \$93.0 million \$79 million based on the exchange rate at December 31, 2022 December 31, 2023. The loan, which was made in connection with the sale of *Splendour of the Seas* in April 2016, accrues interest at a rate of 6.25% per annum and is payable over 10 years. This loan is 50% guaranteed by TUI AG and is secured by a first priority mortgage on the ship.

TUIC has various ship construction and financing agreements which include certain restrictions on each of our and TUI AG's ability to reduce our current ownership interest in TUI Cruises TUIC below 37.55% through May 2033. Our investment amount and outstanding term loan are substantially our maximum exposure to loss in connection with our investment in TUIC.

We have determined that Grand Bahama Shipyard Ltd. ("Grand Bahama"), a ship repair and maintenance facility in which we have a 40% noncontrolling interest, is a VIE. This facility serves cruise and cargo ships, oil and gas tankers and offshore units. We utilize this facility, among other ship repair facilities, for our regularly scheduled drydocks and certain emergency repairs as may be required. We have determined that we are not the primary beneficiary of this facility as we do not have the power to direct the activities that most significantly impact the facility's economic performance. Accordingly, we do not consolidate this entity and account for this investment under the equity method of accounting.

During the second half of 2023, we formed a 50%-owned joint venture with the other 40% shareholder of Grand Bahama to operate Floating Docks S. DE RL. ("Floating Docks"). Floating Docks will construct two floating drydocks, with delivery dates expected in 2025 and 2026, that will be leased to Grand Bahama and allow it to service the entire range of cruise ships in operation and under construction, as well as much of the world's commercial shipping fleet. We and our joint venture partner have each guaranteed 50% of certain installment payments payable by Floating Docks under the drydock and related construction contracts, which are contingent on the achievement of certain construction milestones, bringing our total payment guarantees to \$59 million as of March 31, 2024. Our investment in Floating Docks, including loans, is immaterial to our consolidated financial statements as of March 31, 2024.

We have determined that Floating Docks is a VIE. We have determined that we are not the primary beneficiary of Floating Docks since we believe that the power to direct the activities that most significantly impact Floating Docks' economic performance is shared between ourselves and our joint venture partner. All the significant operating and financial decisions of Floating Docks require the consent of both parties which we believe creates shared power over Floating Docks. Accordingly, we do not consolidate this entity and account for this investment under the equity method of accounting.

As part of the transaction with ICON, we sold our controlling interest in two Italian entities for an immaterial amount of net proceeds and recognized an immaterial gain on the sale. At closing, we have determined that the partnership and both Italian entities are VIE's. These entities in Italy represent development projects to own, develop, and manage cruise terminal facilities in key ports of call. We have determined that we are not the primary beneficiary for either of these entities as we do not have the power to direct the activities that most significantly impact the economic performance. Accordingly, we do not consolidate these entities and account for these investments under the equity method of accounting.

For further information on the measurements used to estimate the fair value of our equity method investments, refer to Note 11. *Fair Value Measurements and Derivative Instruments*.

The following tables set forth information regarding our investments accounted for under the equity method of accounting, including the entities discussed above (in thousands) millions):

		Quarter Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Quarter Ended March 31,		Quarter Ended March 31,			
2024		2024		2023	
Share of equity income from investments	Share of equity income from investments	\$86,627	\$73,997	\$149,112	\$29,759
Dividends received (1)		\$ 628	\$ —	\$ 4,455	\$ 986

(1) Represents dividends received net of tax withholdings during the quarters and nine months ended September 30, 2023 and September 30, 2022.

		As of September 30, 2023	As of December 31, 2022
As of March 31, 2024		As of March 31, 2024	
		As of December 31, 2023	

Total notes receivable due from equity investments	Total notes receivable due from equity investments	\$ 100,752	\$ 101,392
Less-current portion (1)	Less-current portion (1)	17,907	18,406
Long-term portion (2)	Long-term portion (2)	\$ 82,845	\$ 82,986

(1) Included within *Trade and other receivables, net* in our consolidated balance sheets.

(2) Included within *Other assets* in our consolidated balance sheets.

#### Consolidated investments ("controlled subsidiaries")

As part of the transaction with iCON, we sold an 80% interest in the entity which owns our terminal at PortMiami for \$208.9 \$209 million and retained a 20% minority interest, effective March 31, 2023. We also sold a noncontrolling interest in another entity which is developing a port project in Spain for an immaterial amount. We have determined that both of these entities are VIEs, and we are the primary beneficiary as we have the power to direct the activities that most significantly impact the facility's economic performance. Accordingly, we will continue to consolidate both entities. The cash consideration received for the sale of the PortMiami terminal company, net of transaction costs, was allocated between paid-in capital and noncontrolling interest using the net book value of our investment in the PortMiami terminal, as presented in the statement of shareholders' equity.

#### Other Assets

#### Credit Losses

We reviewed our notes receivable receivables for credit losses in connection with the preparation of our financial statements for the quarter ended September 30, 2023 March 31, 2024. In evaluating the allowance, management considered factors such as historical loss experience, the types of loans and the amount of loans in the loan portfolio, adverse situations that may affect the borrower's ability to repay, the estimated value of any underlying collateral, peer group information and prevailing economic conditions. Our credit loss allowance beginning and ending balances as of September 30, 2023 March 31, 2024 and 2022 2023 primarily relate relates to credit losses recognized on notes receivable for the previous sale of certain property and equipment of \$81.6 million. The notes receivable associated with previous sale of our property \$43 million and equipment are related to loans that \$63 million, respectively, which were originated in 2015 and 2020.

The following table summarizes our credit loss allowance related to receivables (in thousands) millions):

		Nine Months Ended September 30,	
		2023	2022
		Three Months Ended March 31,	
		2024	Three Months Ended March 31, 2023
Balance, beginning of period	Balance, beginning of period	\$ 83,227	\$100,192
Credit loss (recovery), net	Credit loss (recovery), net	(9,975)	(8,466)
Write-offs	Write-offs	(2,576)	(9,024)
Balance, end of period	Balance, end of period	\$ 70,676	\$ 82,702

#### Note 6. Debt

Debt consists of the following (in thousands) millions):

	Interest Rate <sup>(1)</sup>	Maturities Through	As of September 30, 2023	As of December 31, 2022
Interest Rate <sup>(1)</sup>				
	Interest Rate <sup>(1)</sup>	Maturities Through	As of March 31, 2024	As of December 31, 2023

<b>Fixed rate debt:</b>	<b>Fixed rate debt:</b>				
Unsecured senior notes					
Unsecured senior notes					
Unsecured senior notes	Unsecured senior notes	3.70% to 11.63%	2026 - 2030	\$ 7,898,670	\$ 7,199,331
Secured senior notes	Secured senior notes	8.25% to 11.50%	2025 - 2029	1,495,027	2,370,855
Unsecured term loans	Unsecured term loans	1.28% to 5.89%	2027 - 2035	4,682,402	4,561,129
Convertible notes	Convertible notes	2.88% to 6.00%	2023 - 2025	1,375,000	1,725,000
<b>Total fixed rate debt</b>	<b>Total fixed rate debt</b>			<b>15,451,099</b>	<b>15,856,315</b>
<b>Variable rate debt<sup>(2)</sup>:</b>					
Unsecured revolving credit facilities <sup>(3)</sup>		6.72% to 7.47%	2024 - 2025	350,000	2,744,105
Variable rate debt:					
Unsecured revolving credit facilities <sup>(2)</sup>					
Unsecured revolving credit facilities <sup>(2)</sup>					
Unsecured revolving credit facilities <sup>(2)</sup>					
USD unsecured term loan	USD unsecured term loan	6.30% to 10.05%	2023 - 2037	3,768,383	4,335,973
Euro unsecured term loan	Euro unsecured term loan	5.28% to 6.11%	2023 - 2028	477,558	534,589
<b>Total variable rate debt</b>	<b>Total variable rate debt</b>			<b>4,595,941</b>	<b>7,614,667</b>
Finance lease liabilities	Finance lease liabilities			327,334	351,332
<b>Total debt <sup>(4)</sup></b>				<b>20,374,374</b>	<b>23,822,314</b>
<b>Total debt <sup>(3)</sup></b>					
Less: unamortized debt issuance costs	Less: unamortized debt issuance costs			(405,482)	(431,123)
Total debt, net of unamortized debt issuance costs	Total debt, net of unamortized debt issuance costs			19,968,892	23,391,191
Less—current portion	Less—current portion			(2,043,965)	(2,087,711)
Long-term portion	Long-term portion			<b>\$ 17,924,927</b>	<b>\$ 21,303,480</b>

- (1) Interest rates based on outstanding **loans loan balance** as of **September 30, 2023** **March 31, 2024**, and for variable rate debt include either **LIBOR**, EURIBOR or Term SOFR *plus* the applicable margin.
- (2) During the quarter ended June 30, 2023, we completed our transition from LIBOR to Term SOFR rates for substantially all of our variable rate facilities, with such transition to take effect at the next respective interest reset date for each facility.
- (3) Advances under our **\$1.9 billion facility** **unsecured revolving credit facilities** accrue interest at Term SOFR plus an interest rate margin ranging from 1.30% to 2.05%. Advances under our **\$1.1 billion** facility accrue interest at Term SOFR a 0.10% credit adjustment spread plus an interest rate margin ranging from 1.70% to 2.05% primarily at 1.33%. Based on applicable Term SOFR rates, as of **September 30, 2023** **March 31, 2024**, the maximum interest rates rate under the **\$1.9 billion facility** and the **\$1.1 billion facility** **unsecured credit facilities** was **7.47%** **6.76%**. We also pay a facility fee for each facility ranging from 0.20% to 0.30% primarily at 0.17% of the total commitments under such facility.
- (4) (3) At **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, the weighted average interest rate for total debt was **6.40%** **5.75%** and **6.23%** **6.06%**, respectively.

#### Unsecured revolving credit facilities

In January 2023, we amended and extended As of March 31, 2024 our two unsecured revolving credit facilities. The amendments extended the maturities of \$2.3 billion of the **\$3.0 billion** aggregate revolving credit capacity **by one year** is **\$3.6 billion** of which **\$1.8 billion** of the commitments are scheduled to **April 2025**, with mature in October 2026, **\$1.8 billion** of the remainder maturing commitments are scheduled to mature in October 2028, and the remaining **\$77 million** of commitments are scheduled to mature in April **2024** **2025**. As of **September 30, 2023** **March 31, 2024**, we had undrawn capacity of **\$2.7** **\$3.3 billion** under our unsecured revolving credit facilities.

In **October 2023**, **March 2024**, we refinanced both issued **\$1.25 billion** of senior unsecured revolving credit facilities as well as the **\$501.6 million** unsecured term loan scheduled to fully mature notes (the "notes") due in October 2024. Following this refinancing, our aggregate revolving credit commitments are **\$3.5 billion**. Of this amount, **\$1.6 billion** is scheduled to mature in October 2028, **\$1.6 billion** is scheduled to mature in October 2026, **\$242.5 million** is scheduled to mature in April 2025 and the remaining balance is scheduled to mature in April 2024.

#### Convertible Notes

In June 2023, **\$350 million** of our **4.25%** Convertible Senior Notes matured. The notes were settled using a combination of **\$337.8 million** in cash, and the issuance **2032** for net proceeds of approximately **374,000** shares of common stock. The issuance of equity increased additional paid-in capital by **\$12.2 million**.

In August 2023, we notified **\$1.24 billion**. Interest accrues on the holders of our **2.875%** Convertible Senior Notes due November 15, 2023 of our irrevocable election to settle notes to which holders elect to convert with a combination of cash and shares of our common stock.

#### Debt financing transactions

In February 2023, we issued **\$700 million** aggregate principal amount of **7.25%** senior guaranteed notes due January 2030 ("7.25% Priority Guaranteed Notes"). Upon closing, we terminated our commitment for the **\$700 million** 364-day term loan facility. In addition, the remaining **\$350 million** backstop committed financing was also terminated upon closing, which resulted in an immaterial loss on extinguishment of debt.

In June 2023, we took delivery of *Silver Nova*. To finance the delivery, we borrowed a total of **\$503.2 million** under the committed financing agreement, resulting in an unsecured term loan which is 95% guaranteed by Euler Hermes. The unsecured loan amortizes semi-annually over 12 years and bears interest at a fixed rate of **4.21%** **6.25%** per annum.

In June 2023, we repaid **\$392.0 million** annum and is payable semi-annually in arrears. The proceeds from this notes issuance, together with cash on hand, were used to redeem all of our **11.50%** secured senior notes the outstanding **\$1.25 billion** aggregate principal amount of **11.625%** Senior Notes due in June 2025, which **2027**. The repayment resulted in a total loss on extinguishment of debt of **\$30.2 million** that was recognized within *Interest expense, net of interest capitalized* within our consolidated statements of comprehensive income (loss) for the nine months ended September 30, 2023. During the third quarter of 2023, we repaid an additional **\$500 million** of these notes due in June 2025, resulting in a total loss on extinguishment of debt of **\$37.9** **\$116 million** that was recognized within *Interest expense, net of interest capitalized* within our consolidated statements of comprehensive income (loss) for the quarter and nine months ended **September 30, 2023** **March 31, 2024**.

In October 2023, we issued an irrevocable notice to redeem in early November 2023 the remaining **\$500 million** balance of our **11.50%** senior secured notes due June 2025. This redemption will be funded with existing liquidity.

#### Export credit agency guarantees

Except for the term loans we incurred to acquire *Celebrity Flora* and *Silver Moon*, all of our unsecured ship financing term loans are guaranteed by the export credit agency in the respective country in which the ship is constructed. As For the majority of **September 30, 2023** the loans as of **March 31, 2024**, we pay to the applicable export credit agency, depending on the financing agreement, an upfront fee of 2.35% to 5.48% of the maximum loan amount in consideration for these guarantees. We amortize

the fees that are paid upfront over the life of the loan. We classify these fees within *Amortization of debt issuance costs, discounts and premiums* in our consolidated statements of cash flows. Prior to the loan being drawn, we present these fees within *Other assets* in our consolidated balance sheets. Once the loan is drawn, such fees are classified as a discount to the related loan, or contra-liability account, within *Current portion of long-term debt* or *long-term debt*.

#### Debt covenants

Our revolving credit facilities, the majority of our term loans, and certain of our credit card processing agreements, contain covenants that require us, among other things, to maintain a fixed charge coverage ratio, limit our net debt-to-capital ratio, maintain minimum liquidity, and under certain facilities, to maintain a minimum stockholders' equity. As of **September 30, 2023** **March 31, 2024**, our credit facility amendments require us to prepay outstanding deferred amounts of **\$839 million**, if we elect to pay dividends or complete share repurchases. As of **March 31, 2024**, we were in compliance with our debt covenants and we estimate we will be in compliance for the next twelve months.

The following is a schedule of annual maturities on our total debt, including finance leases, as of **September 30, 2023** **March 31, 2024** for each of the next five years (in thousands) millions):

Year	Year	As of September 30, 2023 (1)	Year	As of March 31, 2024 (1)
Remainder of 2023	\$	735,423		
2024		2,308,807		
Remainder of 2024				
2025	2025	2,828,609		
2026	2026	2,797,022		
2027	2027	3,534,356		
2028				
Thereafter	Thereafter	8,170,157		
		<u>\$20,374,374</u>		
	\$			

(1) Debt denominated in other currencies is calculated based on the applicable exchange rate at **September 30, 2023** **March 31, 2024**.

## Note 7. Leases

### Operating Leases

Our operating leases primarily relate to preferred berthing arrangements, real estate, and shipboard equipment and which are included within *Operating lease right-of-use assets*, and *Long-term operating lease liabilities* with the current portion of the liability included within *Current portion of operating lease liabilities* in our consolidated balance sheets as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**. Leases with an initial term of 12 months or less are not recorded on our the consolidated balance sheet. We recognize lease expense for these leases on a straight-line basis over the lease term. Our operating leases include *Silver Explorer*, operated by *Silversea Cruises*.

The company's preferred berthing agreement with Miami-Dade County ("County") includes the development plans for the County to finance the construction of a new and improved cruise Terminal G at PortMiami. The aggregate amount of the operating lease liabilities recorded for *Silver Explorer* this berthing agreement was \$167 million as of **March 31, 2024** and **December 31, 2023**. There will expire be future remeasurements as the County completes several construction milestones throughout the term of the extended lease. The most significant of which will be for Terminal G, which will include a remeasurement of the operating lease in 2027 or later, when the fourth quarter of 2023 and *Silversea Cruises* does not intend County satisfies substantial completion, as the minimum lease payments will increase to renew the lease approximately \$55 million per year, with expected 3% annual increases thereafter.

For some of our real estate leases and berthing agreements, we do have the option to extend our current lease term. For those lease agreements with renewal options, the renewal periods for real estate leases primarily range from one to 10 years and the renewal periods for berthing agreements primarily range from one to 20 years. Generally, we do not include renewal options as a component of our present value calculation for berthing agreements. However, for certain real estate leases, we include them.

As most of our leases do not provide an implicit rate, we use our incremental borrowing rate in determining the present value of lease payments. We estimate our incremental borrowing rates based on Term SOFR and U.S. Treasury note rates corresponding to lease terms increased by the Company's credit risk spread and reduced by the estimated impact of collateral. In addition, we have lease agreements with lease and non-lease components, which are generally accounted for separately. However, for berthing agreements, we account for the lease and non-lease components as a single lease component.

### Finance Leases

Our finance leases primarily relate to buildings and surrounding land located at our Miami headquarters and our lease for the *Silver Dawn* ship. Finance leases are included within *Property and Equipment*, net and *Long-term debt* with the current portion of the liability included within *Current portion of long-term debt* in our consolidated balance sheets as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**.

The Company's master lease agreement ("Master Lease") with Miami-Dade County related to the buildings and surrounding land located at our Miami headquarters is classified as a finance lease in accordance with ASC 842, *Leases*. The Master Lease includes two five-year options to extend the lease, which we are reasonably certain to exercise. In November 2023, we executed a modification to the Master Lease agreement to extend its expiration from 2076 to 2077 after coming to an agreement with Miami-Dade County on the financing plans to finalize the development of the buildings and land. The modification of the Master Lease did not change the classification of the lease. The total aggregate amount of the finance lease liabilities recorded for this Master Lease was \$56.8 \$105 million and \$55.5 \$104 million as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, respectively. The development of the new campus buildings are expected to be completed in 2026, and the lease components will be recorded within our consolidated financial statements upon commencement.

Silversea Cruises operates *Silver Dawn* under a sale-leaseback agreement with a bargain purchase option at the end of the 15-year lease term. Due to the bargain purchase option at the end of the lease term in 2036, whereby Silversea Cruises is reasonably certain of obtaining ownership of the ship, *Silver Dawn* is accounted for as a finance lease. The lease includes other purchase options beginning in year three, none of which are reasonably certain of being exercised at this time. The total aggregate amount of finance lease



liabilities recorded for this ship was \$250.6 million \$241 million and \$264.8 \$246 million as of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, respectively. The lease payments on the *Silver Dawn* are subject to adjustments based on the Term SOFR rate.

The components of lease expense were as follows (in thousands) millions):

		Consolidated Statement of Comprehensive Income (Loss) Classification	Quarter Ended September 30, 2023	Nine Months Ended September 30, 2023		
		Consolidated Statement of Comprehensive Income (Loss) Classification	Consolidated Statement of Comprehensive Income (Loss) Classification		Quarter Ended March 31, 2024	Quarter Ended March 31, 2023
Lease costs:	Lease costs:					
Operating lease costs						
Operating lease costs						
Operating lease costs	Operating lease costs	Commission, transportation and other	\$ 32,925	\$ 127,897		
Operating lease costs	Operating lease costs	Other operating expenses	5,545	16,636		
Operating lease costs	Operating lease costs	Marketing, selling and administrative expenses	5,350	16,354		
Financial lease costs:	Financial lease costs:					
Amortization of right-of-use-assets	Amortization of right-of-use-assets	Depreciation and amortization expenses	5,792	17,374		
Amortization of right-of-use-assets						
Amortization of right-of-use-assets						
Interest on lease liabilities	Interest on lease liabilities	Interest expense, net of interest capitalized	7,658	22,386		
Total lease costs	Total lease costs		\$ 57,270	\$ 200,647		
		Consolidated Statement of Comprehensive Income (Loss) Classification	Quarter Ended September 30, 2022	Nine Months Ended September 30, 2022		
Lease costs:						
Operating lease costs		Commission, transportation and other	\$ 26,924	\$ 77,646		
Operating lease costs		Other operating expenses	5,545	16,540		
Operating lease costs		Marketing, selling and administrative expenses	4,545	14,191		
Financial lease costs:						
Amortization of right-of-use-assets		Depreciation and amortization expenses	6,115	18,311		
Interest on lease liabilities		Interest expense, net of interest capitalized	5,942	15,196		
Total lease costs			\$ 49,071	\$ 141,884		

In addition, certain of our berthing agreements include variable lease costs based on the number of passengers berthed. During the quarter quarters ended March 31, 2024, and nine months ended September 30, 2023, 2023 we had \$13.2 \$51 million and \$72.1 \$38 million of variable lease costs recorded within *Commission, transportation and other* in our consolidated statement of comprehensive income (loss), respectively, compared to \$12.6 million and \$32.0 million of respectively. These variable lease costs recorded are

included within *Commission, transportation and other* in our consolidated statement of comprehensive income (loss) during the quarter and nine months ended September 30, 2022, respectively, balances presented above.

The weighted average of the remaining lease terms and weighted average discount rates are as follows:

		As of September 30, 2023	As of December 31, 2022			
	As of March 31, 2024			As of March 31, 2024		As of December 31, 2023
Weighted average of the remaining lease term in years	Weighted average of the remaining lease term in years					
Operating leases	Operating leases					
Operating leases	Operating leases	17.73	17.69	20.02		19.43
Finance leases	Finance leases	19.49	19.26	Finance leases	24.06	23.92
Weighted average discount rate	Weighted average discount rate					
Operating leases	Operating leases	7.36 %	6.92 %			
Operating leases	Operating leases			7.55 %		7.53 %
Finance leases	Finance leases	6.48 %	6.43 %	Finance leases	5.84 %	5.83 %

Supplemental cash flow information related to leases is as follows (in *thousands* millions):

		Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022			
	Three Months Ended March 31, 2024			Three Months Ended March 31, 2024		Three Months Ended March 31, 2023
Cash paid for amounts included in the measurement of lease liabilities:	Cash paid for amounts included in the measurement of lease liabilities:					
Operating cash flows from operating leases	Operating cash flows from operating leases					
Operating cash flows from operating leases	Operating cash flows from operating leases	\$ 130,746	\$ 92,859			

Operating cash flows from finance leases	Operating cash flows from finance leases	22,386	15,196
Financing cash flows from finance leases	Financing cash flows from finance leases	\$ 25,135	\$ 42,791

As of **September 30, 2023** **March 31, 2024**, maturities related to lease liabilities were as follows (in **thousands** **millions**):

<b>Year</b>	<b>Year</b>	<b>Operating Leases</b>	<b>Finance Leases</b>	<b>Year</b>	<b>Operating Leases</b>	<b>Finance Leases</b>
Remainder of 2023		\$ 33,596	\$ 11,892			
2024		116,417	45,318			
Remainder of 2024						
2025	2025	108,407	44,827			
2026	2026	96,260	38,838			
2027	2027	76,559	37,358			
2028						
Thereafter	Thereafter	830,371	707,296			
Total lease payments	Total lease payments	1,261,610	885,529			
Less: Interest	Less: Interest	(663,290)	(558,195)			
Present value of lease liabilities	Present value of lease liabilities	\$ 598,320	\$327,334			

#### Note 8. Commitments and Contingencies

##### Ship Purchase Obligations

Our future capital commitments consist primarily of new ship orders. As of **September 30, 2023** **March 31, 2024**, the dates that the ships on order by our Global and Partner Brands are expected to be delivered, subject to change in the event of construction delays, and their approximate berths are as follows:

Ship	Shipyard	Expected delivery	Approximate Berths
Royal Caribbean International —			
Oasis-class:			
<i>Utopia of the Seas</i>	Chantiers de l'Atlantique	2nd Quarter 2024	5,700
Icon-class:			
<i>Icon of the Seas</i>	Meyer Turku Oy	4th Quarter 2023	5,600
<i>Star of the Seas</i>	Meyer Turku Oy	2nd 3rd Quarter 2025	5,600
<i>Unnamed</i>	Meyer Turku Oy	2nd Quarter 2026	5,600
Celebrity Cruises —			
Edge-class:			
<i>Celebrity Ascent Xcel</i>	Chantiers de l'Atlantique	4th Quarter 2023	3,250
<i>Unnamed</i>	Chantiers de l'Atlantique	4th Quarter 2025	3,250
Silversea Cruises —			
Evolution Class: Evolution-class:			
<i>Silver Ray</i>	Meyer Werft	2nd Quarter 2024	730
TUI Cruises (50% joint venture) —			
<i>Mein Schiff 7</i>	Meyer Turku Oy	2nd Quarter 2024	2,900
<i>Mein Schiff Relax</i>	Fincantieri	4th Quarter 2024	4,100
<i>Unnamed</i>	Fincantieri	2nd Quarter 2026	4,100
Total Berths			40,830 31,980

During the quarter ended June 30, 2023, In addition, in February 2024, we received commitments for the unsecured financing of the fifth Edge-class ship for up to 80% of the ship's contract price and our building contract entered into an agreement with Chantiers de l'Atlantique became effective. Bpifrance Assurance Export, the official French export credit agency, has agreed l'Atlantique to guarantee to the lenders 100% build an additional Oasis class ship for delivery in 2028, which is contingent upon completion of the certain conditions precedent including financing.

In June 2023, we amended the credit agreement for *Celebrity Ascent*, to increase the maximum loan amount by €32.1 million or \$34.0 million based on the exchange rate at September 30, 2023. Interest on the incremental portion of the loan will accrue at a floating rate equal to Term SOFR plus 1.45%.

In September 2023, we amended the credit agreement for *Icon of the Seas*, to increase the maximum loan amount by €96.8 million or \$102.5 million based on the exchange rate at September 30, 2023. Interest on the incremental portion of the loan will accrue at a floating rate equal to Term SOFR plus 1.10%.

In October 2023, we amended the credit agreement for *Silver Ray*, to increase the maximum loan amount by €30.3 million or \$32.1 million based on the exchange rate at September 30, 2023 At our election, interest on the incremental portion will accrue either (1) at a fixed rate of 6.77% (inclusive of the applicable margin) or (2) at a floating rate equal to Term SOFR plus 1.40%.

As of September 30, 2023 March 31, 2024, the aggregate cost of our ships on order presented in the table above, not including any ships on order by our Partner Brands, was approximately \$10.9 billion \$8.1 billion, of which we had deposited \$1.1 billion \$748 million as of such date. Refer to Note 11. Fair Value Measurements and Derivative Instruments for further information.

#### Litigation

As previously reported, a lawsuit was filed against us in August 2019 in the U.S. District Court for the Southern District of Florida (the "Court") under Title III of the Cuban Liberty and Democratic Solidarity Act, also known as the Helms-Burton

Act. The complaint filed by Havana Docks Corporation ("Havana Docks Action") alleges it holds an interest in the Havana Cruise Port Terminal, which was expropriated by the Cuban government. The complaint further alleges that we trafficked in the terminal by embarking and disembarking passengers at these facilities. The plaintiff seeks all available statutory remedies, including the value of the expropriated property, plus interest, treble damages, attorneys' fees and costs.

The Court entered final judgment in December 2022 in favor of the plaintiff and awarded damages and attorneys' fees to the plaintiff in the aggregate amount of approximately \$112 million. We have appealed the judgment to the United States Court of Appeals for the 11th Circuit. We believe we have meritorious grounds for and intend to vigorously pursue our appeal. During the fourth quarter of 2022, we recorded a charge of approximately \$130.0 million to Other (expense) incomewithin our consolidated statements of comprehensive income (loss) related to the Havana Docks Action, including post-judgment interest and related legal defense costs and bonding fees.

In addition, we are routinely involved in claims typical within the cruise vacation industry. The majority of these claims are covered by insurance. We believe the outcome of such claims, net of expected insurance recoveries, will not have a material adverse impact on our financial condition or results of operations and cash flows.

#### Other

Some of the contracts that we enter into include indemnification provisions that obligate us to make payments to the counterparty if certain events occur. These contingencies generally relate to changes in taxes, increased lender capital costs and other similar costs. The indemnification clauses are often standard contractual terms and are entered into in the normal course of business. There are no stated or notional amounts included in the indemnification clauses and we are not able to estimate the maximum potential amount of future payments, if any, under these indemnification clauses. We have not been required to make any payments under such indemnification clauses in the past and, under current circumstances, we do not believe an indemnification in any material amount is probable.

If any person acquires ownership of more than 50% of our common stock or, subject to certain exceptions, during any 24-month period, a majority of our board of directors is no longer comprised of individuals who were members of our board of directors on the first day of such period, we may be obligated to prepay indebtedness outstanding under our credit facilities, which we may be unable to replace on similar terms. Our public debt securities also contain change of control provisions that would be triggered by a third-party acquisition of greater than 50% of our common stock coupled with a ratings downgrade. If this were to occur, it would have an adverse impact on our liquidity and operations.

#### Note 9. Shareholders' Equity

##### Dividends

We did not declare any dividends during the **nine months quarters** ended **September 30, 2023**, **March 31, 2024** and **2022, 2023**. We were previously restricted under certain of our credit facilities from paying dividends while waivers to the financial covenants within such facilities were in effect. While the waivers have now expired, in the event we declare a dividend, we will need to repay the principal amounts deferred under our export credit facilities.

##### Noncontrolling Interests

Effective March 31, 2023, we closed the previously announced partnership with ICON. We sold 80% of the entity which owns our terminal at PortMiami for \$208.9 million and retained a 20% minority interest. The cash consideration received, net of transaction costs, was allocated between paid-in capital and noncontrolling interest in the accompanying consolidated statement of shareholders' equity for the nine months ended September 30, 2023. Refer to Note 5. *Investments and Other Assets* for further information on the transaction.

#### Note 10. Changes in Accumulated Other Comprehensive Loss

The following table presents the changes in accumulated other comprehensive loss by component for the **nine months quarters** ended **September 30, 2023**, **March 31, 2024** and **2022, 2023** (in **thousands** **millions**):

		Accumulated Other Comprehensive Loss for the Nine Months Ended September 30, 2023				Accumulated Other Comprehensive Loss for the Nine Months Ended September 30, 2022							
		Accumulated Other Comprehensive Loss for the Three Months Ended March 31, 2024								Accu Compre the Thr Ma			
		Changes related to				Changes related to				Changes related to			
		cash flow derivative hedges	Changes in defined benefit plans	Foreign currency translation adjustments	Accumulated other comprehensive loss	cash flow derivative hedges	Changes in defined benefit plans	Foreign currency translation adjustments	Accumulated other comprehensive loss	cash flow derivative hedges	Changes in defined benefit plans	Foreign currency translation adjustments	Accumul comprehn
Accumulated comprehensive loss at beginning of the year	Accumulated comprehensive loss at beginning of the year	\$ (638,011)	\$ (7,921)	\$ 2,718	\$ (643,214)	\$ (646,473)	\$ (56,835)	\$ (7,577)	\$ (710,885)				
Other comprehensive income (loss) before reclassifications	Other comprehensive income (loss) before reclassifications	5,873	3,010	1,686	10,569	(18,061)	32,504	31,958	46,401				
Amounts reclassified from accumulated other comprehensive loss	Amounts reclassified from accumulated other comprehensive loss	(13,021)	690	—	(12,331)	(130,480)	2,487	—	(127,993)				
Net current- period other comprehensive income (loss)	Net current- period other comprehensive income (loss)	(7,148)	3,700	1,686	(1,762)	(148,541)	34,991	31,958	(81,592)				



Description	Description	Total					Total					Description	Total				
		Carrying Amount	Total Fair Value	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>	Carrying Amount	Total Fair Value	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>		Carrying Amount	Total Fair Value	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>
<b>Assets:</b>	<b>Assets:</b>																
Cash and cash equivalents <sup>(4)</sup>	Cash and cash equivalents <sup>(4)</sup>																
Cash and cash equivalents <sup>(4)</sup>	Cash and cash equivalents <sup>(4)</sup>																
Cash and cash equivalents <sup>(4)</sup>	Cash and cash equivalents <sup>(4)</sup>	\$ 600,117	\$ 600,117	\$ 600,117	\$ —	\$ —	\$ 1,935,005	\$ 1,935,005	\$ 1,935,005	\$ —	\$ —						
<b>Total Assets</b>	<b>Total Assets</b>	\$ 600,117	\$ 600,117	\$ 600,117	\$ —	\$ —	\$ 1,935,005	\$ 1,935,005	\$ 1,935,005	\$ —	\$ —						
<b>Liabilities:</b>	<b>Liabilities:</b>																
Long-term debt (including current portion of debt) <sup>(5)</sup>	Long-term debt (including current portion of debt) <sup>(5)</sup>																
Long-term debt (including current portion of debt) <sup>(5)</sup>	Long-term debt (including current portion of debt) <sup>(5)</sup>	\$ 19,641,558	\$ 20,856,937	\$ —	\$ 20,856,937	\$ —	\$ 23,039,859	\$ 22,856,306	\$ —	\$ 22,856,306	\$ —						
<b>Total Liabilities</b>	<b>Total Liabilities</b>	\$ 19,641,558	\$ 20,856,937	\$ —	\$ 20,856,937	\$ —	\$ 23,039,859	\$ 22,856,306	\$ —	\$ 22,856,306	\$ —						

(1) Inputs based on quoted prices (unadjusted) in active markets for identical assets or liabilities that we have the ability to access. Valuation of these items does not entail a significant amount of judgment.

(2) Inputs other than quoted prices included within Level 1 that are observable for the liability, either directly or indirectly. For unsecured revolving credit facilities and unsecured term loans, fair value is determined utilizing the income valuation approach. This valuation model takes into account the contract terms of our debt such as the debt maturity and the interest rate on the debt. The valuation model also takes into account the creditworthiness of the Company. We valued our senior notes and convertible notes using a quoted market price, which is considered a Level 2 input as it is observable in the market; however, these instruments have a limited trading volume and as such this fair value estimate is not necessarily indicative of the value at which the instruments could be retired or transferred.

(3) Inputs that are unobservable. The Company did not use any Level 3 inputs as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**.

(4) Consists of cash and marketable securities with original maturities of less than 90 days.

(5) Consists of unsecured revolving credit facilities, senior notes, term loans and convertible notes. These amounts do not include our finance lease obligations.

#### Other Financial Instruments

The carrying amounts of accounts receivable, accounts payable, accrued interest and accrued expenses approximate fair value at **September 30, 2023** as of **March 31, 2024** and **December 31, 2022** **December 31, 2023**.

Assets and liabilities that are recorded at fair value have been categorized based upon the fair value hierarchy. The following table presents information about the Company's financial instruments recorded at fair value on a recurring basis (in **thousands** **millions**):

Description	Description	Fair Value Measurements at September 30, 2023				Fair Value Measurements at December 31, 2022				Description	Fair Value Measurements at March 31, 2024				Fair Value Measurements at December 31, 2023			
		Total	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>	Total	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>		Total	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>	Total	Level 1 <sup>(1)</sup>	Level 2 <sup>(2)</sup>	Level 3 <sup>(3)</sup>
<b>Assets:</b>	<b>Assets:</b>									<b>Assets:</b>								
Derivative financial instruments <sup>(4)</sup>	Derivative financial instruments <sup>(4)</sup>	\$ 217,881	\$ —	\$ 217,881	\$ —	\$ 203,802	\$ —	\$ 203,802	\$ —									
<b>Total Assets</b>	<b>Total Assets</b>	\$ 217,881	\$ —	\$ 217,881	\$ —	\$ 203,802	\$ —	\$ 203,802	\$ —									
<b>Liabilities:</b>	<b>Liabilities:</b>									<b>Liabilities:</b>								
Derivative financial instruments <sup>(4)</sup>	Derivative financial instruments <sup>(4)</sup>	\$ 172,948	\$ —	\$ 172,948	\$ —	\$ 135,608	\$ —	\$ 135,608	\$ —									







designated as hedges of our net investment in our foreign operations and investments.

At inception of the hedge relationship, a derivative instrument that hedges the exposure to changes in the fair value of a firm commitment or a recognized asset or liability is designated as a fair value hedge. A derivative instrument that hedges a forecasted transaction or the variability of cash flows related to a recognized asset or liability is designated as a cash flow hedge.

Changes in the fair value of derivatives that are designated as fair value hedges are offset against changes in the fair value of the underlying hedged assets, liabilities or firm commitments. Gains and losses on derivatives that are designated as cash flow hedges are recorded as a component of *Accumulated other comprehensive loss* until the underlying hedged transactions are recognized in earnings. The foreign currency transaction gain or loss of our non-derivative financial instruments and the changes in the fair value of derivatives designated as hedges of our net investment in foreign operations and investments are recognized as a component of *Accumulated other comprehensive loss* along with the associated foreign currency translation adjustment of the foreign operation or investment. In certain hedges of our net investment in foreign operations and investments, we exclude forward points from the assessment of hedge effectiveness and we amortize the related amounts directly into earnings.

On an ongoing basis, we assess whether derivatives used in hedging transactions are "highly effective" in offsetting changes in the fair value or cash flow of hedged items. For our net investment hedges, we use the dollar offset method to measure effectiveness. For all other hedging programs, we use the long-haul method to assess hedge effectiveness using regression analysis for each hedge relationship. The methodology for assessing hedge effectiveness is applied on a consistent basis for each one of our hedging programs (i.e., interest rate, foreign currency ship construction, foreign currency net investment and fuel). For our regression analyses, we use an observation period of up to three years, utilizing market data relevant to the hedge horizon of each hedge relationship. High effectiveness is achieved when a statistically valid relationship reflects a high degree of offset and correlation between the changes in the fair values of the derivative instrument and the hedged item. If it is determined that a derivative is not highly effective as a hedge or hedge accounting is discontinued, any change in fair value of the derivative since the last date at which it was determined to be highly effective is recognized in earnings.

Cash flows from derivative instruments that are designated as fair value or cash flow hedges are classified in the same category as the cash flows from the underlying hedged items. In the event that hedge accounting is discontinued, cash flows subsequent to the date of discontinuance are classified within investing activities. Cash flows from derivative instruments not designated as hedging instruments are classified as investing activities.

We consider the classification of the underlying hedged item's cash flows in determining the classification for the designated derivative instrument's cash flows. We classify derivative instrument cash flows from hedges of benchmark interest rate or hedges of fuel expense as operating activities due to the nature of the hedged item. Likewise, we classify derivative instrument cash flows from hedges of foreign currency risk on our newbuild ship payments as investing activities.

#### Interest Rate Risk

Our exposure to market risk for changes in interest rates primarily relates to our debt obligations, including future interest payments. At **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, approximately **85%** **86.3%** and **75%** **83.2%**, respectively, of our debt was effectively fixed-rate debt, which is net of our interest rate swap agreements. We use interest rate swap agreements to modify our exposure to interest rate movements and to manage our interest expense.

Market risk associated with our fixed-rate debt is the potential increase in fair value resulting from a decrease in interest rates. We use interest rate swap agreements that effectively convert a portion of our fixed-rate debt to a floating-rate basis to manage this risk. At **September 30, 2023** and **December 31, 2022**, there were no interest rate swap agreements for fixed-rate debt instruments.

We use interest rate swap agreements that effectively convert a portion of our floating-rate debt to a fixed-rate basis to manage the market risk of increasing interest rates. At **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, we maintained interest rate swap agreements on the following floating-rate debt instruments:

	Swap Notional as of September 30, 2023 (in thousands)						All-in Swap Fixed Rate as of September 30, 2023							
Debt Instrument	Debt Instrument	Notional	as of September 30, 2023 (in thousands)	Maturity	Debt Floating Rate <sup>(3)</sup>	Fixed Rate as of September 30, 2023	Debt Instrument	Swap Notional as of March 31, 2024 (in millions)	Maturity	Debt Floating Rate	All-in Fixed Rate as of March 31, 2024			
Celebrity Reflection term loan	Celebrity Reflection term loan	\$ 81,813	October 2024	LIBOR plus 0.40%	2.85%		Celebrity Reflection term loan	\$ 55	October 2024	October 2024	Term SOFR plus 0.40%	2.88%		
Quantum of the Seas term loan	Quantum of the Seas term loan	214,375	October 2026	LIBOR plus 1.30%	3.74%		Quantum of the Seas term loan	184	October 2026	October 2026	Term SOFR plus 1.30%	3.78%		
Anthem of the Seas term loan	Anthem of the Seas term loan	241,667	April 2027	LIBOR plus 1.30%	3.86%		Anthem of the Seas term loan	211	April 2027	April 2027	Term SOFR plus 1.30%	3.90%		
Ovation of the Seas term loan	Ovation of the Seas term loan	345,833	April 2028	LIBOR plus 1.00%	3.16%		Ovation of the Seas term loan	311	April 2028	April 2028	Term SOFR plus 1.00%	3.20%		
Harmony of the Seas term loan <sup>(1)</sup>	Harmony of the Seas term loan <sup>(1)</sup>	305,818	May 2028	EURIBOR plus 1.15%	2.26%		Harmony of the Seas term loan <sup>(1)</sup>	281	May 2028	May 2028	EURIBOR plus 1.15%	2.26%		

[illegible]

(1) Interest rate swap agreements hedging the Euro-denominated term loan for *Harmony of the Seas* include EURIBOR zero-floors matching the hedged debt EURIBOR zero-floor. Amount presented is based on the exchange rate as of September 30, 2023 / March 31, 2024.

(2) Interest rate swap agreements hedging the term loan of *Odyssey of the Seas* include LIBOR zero-floors matching the debt LIBOR zero-floor.

(3) During the quarter ended June 30, 2023, we completed our transition from LIBOR to Term SOFR rates for substantially all of our Interest rate swap agreements, zero-floors, Term SOFR with such transition to take effect at the next respective interest reset date for each such agreement, no floors, and Overnight SOFR.

These interest rate swap agreements are accounted for as cash flow hedges.

The notional amount of interest rate swap agreements related to outstanding debt as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023** was **\$1.7 billion and \$1.9 billion, respectively, \$1.6 billion.**

### Foreign Currency Exchange Rate Risk

### Derivative Instruments

Our primary exposure to foreign currency exchange rate risk relates to our ship construction contracts denominated in Euros, our foreign currency denominated debt and our international business operations. We enter into foreign currency forward contracts to manage portions of the exposure to movements in foreign currency exchange rates. As of **September 30, 2023** **March 31, 2024**, the aggregate cost of our ships on order was **\$10.9 billion** **\$8.1 billion**, of which we had deposited **\$1.1 billion** **\$748 million** as of such date. These amounts do not include any ships placed on order that are contingent upon completion of conditions precedent and/or financing and any ships on order by our Partner Brands. Refer to Note 8. *Commitments and Contingencies*, for further information on our ships on order. At **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, approximately **40.1%** **44.1%** and **52.3%** **43.5%**, respectively, of the aggregate cost of the ships under construction was exposed to fluctuations in the Euro exchange rate. Our foreign currency forward contract agreements are accounted for as cash flow or net investment hedges depending on the designation of the related hedge.

On a regular basis, we enter into foreign currency forward contracts and, from time to time, we utilize cross-currency swap agreements and collar options to minimize the volatility resulting from the remeasurement of net monetary assets and liabilities denominated in a currency other than our functional currency or the functional currencies of our foreign subsidiaries. During the **third first** quarter of **2023 2024** and **2022 2023** the average notional amount of foreign currency forward contracts was approximately **\$1.4 billion \$1.1 billion** and \$1.2 billion, respectively. These instruments are not designated as hedging instruments. For the quarters ended **September 30, 2023 March 31, 2024** and **2022 2023**, changes in the fair value of the foreign currency forward contracts resulted in **losses (losses) gain** of **\$42.8 million \$(35) million** and **\$88.4 million \$4 million**, respectively, which offset gains **(losses)** arising from the remeasurement of monetary assets and liabilities denominated in foreign currencies in those same periods of **\$38.5 million \$30 million** and **\$84.0 million, \$(11) million**, respectively. These amounts were recognized in earnings within **Other (expense) income** in our consolidated statements of comprehensive income (loss). For the nine months ended September 30, 2023 and 2022, changes in the fair value of the foreign currency forward contracts resulted in losses of \$30.4 million and \$176.3 million, respectively, which offset gains arising from the remeasurement of monetary assets and liabilities denominated in foreign currencies in those same periods of \$11.2 million and \$169.7 million, respectively. These amounts were recognized in earnings within **Other (expense) income** in our consolidated statements of comprehensive income (loss).

The notional amount of outstanding foreign exchange contracts, excluding the forward contracts entered into to minimize remeasurement volatility, as of September 30, 2023, March 31, 2024 and December 31, 2022, December 31, 2023 was \$4.0 billion and \$2.9 billion, respectively, \$2.9 billion.

### Non-Derivative Instruments

We consider our investment investments in our foreign operations to be denominated in relatively stable currencies and to be of a long-term nature. We address the exposure of our investments in foreign operations by denominating a portion of our debt in our subsidiaries' and investments' functional currencies and designating it as a hedge of these subsidiaries and investments. We had designated debt as a hedge of our net investments primarily in TUI Cruises of €554.8 million €659 million, or approximately \$587.3 million \$712 million, as of September 30, 2023 March 31, 2024. As of December 31, 2022 December 31, 2023, we had designated debt as a hedge of our net investments primarily in TUI Cruises of €433.0 million €648 million, or approximately \$461.9 million \$716 million.

### Fuel Price Risk

Our exposure to market risk for changes in fuel prices relates primarily to the consumption of fuel on our ships. We use fuel swap agreements to mitigate the financial impact of fluctuations in fuel prices.

Our fuel swap agreements are generally accounted for as cash flow hedges. In the case that our hedged forecasted fuel consumption is not probable of occurring, hedge accounting will be discontinued and the related accumulated other comprehensive gain or loss will be reclassified to *Other (expense) income (expense)* immediately. For hedged forecasted fuel consumption that remains possible of occurring, hedge accounting will be discontinued and the related accumulated other comprehensive gain or loss will remain in accumulated other

comprehensive gain or loss until the underlying hedged transactions are recognized in earnings or the related hedged forecasted fuel consumption is deemed probable of not occurring.

Changes in the fair value of fuel swaps for which cash flow hedge accounting was discontinued are currently recognized in *Other (expense) income* for each reporting period through the maturity dates of the fuel swaps. For the **quarter quarters** ended **September 30, 2023**, we discontinued cash flow hedge accounting on certain fuel swap agreements, which resulted in an immaterial gain. For the quarter ended **September 30, 2022** **March 31, 2024** and **March 31, 2023**, we did not discontinue cash flow hedge accounting on any of our fuel swap agreements.

At **September 30, 2023** **March 31, 2024**, we have hedged the variability in future cash flows for certain forecasted fuel transactions occurring through **2024 and 2025, 2026**. As of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, we had the following outstanding fuel swap agreements:

Fuel Swap Agreements				Fuel Swap Agreements			
		As of September 30, 2023	As of December 31, 2022			As of March 31, 2024	As of December 31, 2023
Designated as hedges:	Designated as hedges:	(metric tons)		Designated as hedges:	(metric tons)		
2023		224,100	825,651				
2024	2024	1,054,501	—				
2025	2025	685,400	—				
2026							

Fuel Swap Agreements				Fuel Swap Agreements			
		As of September 30, 2023	As of December 31, 2022			As of March 31, 2024	As of December 31, 2023
Designated hedges as a % of projected fuel purchases:	Designated hedges as a % of projected fuel purchases:	(% hedged)		Designated hedges as a % of projected fuel purchases:	(% hedged)		
2023		54 %	50 %				
2024	2024	60 %	— %	2024	62 %		61 %
2025	2025	39 %	— %	2025	45 %		39 %
2026				2026	15 %		3 %

As of **September 30, 2023** **March 31, 2024**, there was **\$55.6 million** **\$39 million** of estimated unrealized net gain associated with our cash flow hedges pertaining to fuel swap agreements that is expected to be reclassified to earnings from *Accumulated other comprehensive loss* within the next twelve months when compared to **\$7.9** **\$21** million of estimated unrealized net loss at **December 31, 2022** **December 31, 2023**. Reclassification is expected to occur as the result of fuel consumption associated with our hedged forecasted fuel purchases.

The fair value and line item caption of derivative instruments recorded within our consolidated balance sheets were as follows (in **thousands** **millions**):

Fair Value of Derivative Instruments							
Asset Derivatives				Liability Derivatives			
		As of September 30, 2023	As of December 31, 2022			As of September 30, 2023	As of December 31, 2022
Balance Sheet Location	Fair Value		Fair Value	Balance Sheet Location	Fair Value	Fair Value	

Fair Value of Derivative Instruments						Fair Value of Derivative Instruments		
Asset Derivatives			Liability Derivatives					
Balance Sheet Location	As of March 31, 2024	As of December 31, 2023	Balance Sheet Location	As of March 31, 2024	As of December 31, 2023	Balance Sheet Location	As of March 31, 2024	As of December 31, 2023

			Fair Value			Fair Value			Fair Value			Fair Value		
Derivatives designated as hedging instruments under ASC 815-20 <sup>(1)</sup>	Derivatives designated as hedging instruments under ASC 815-20 <sup>(1)</sup>													
Interest rate-swaps	Interest rate-swaps													
Interest rate-swaps	Interest rate-swaps													
Interest rate-swaps	Interest rate-swaps													
Interest rate swaps	Interest rate swaps	Other assets	\$ 114,101	\$115,049	Other long-term liabilities	\$ —	\$ —							
Foreign currency forward contracts	Foreign currency forward contracts	Derivative financial instruments	13,041	18,892	Derivative financial instruments	156,714	84,953							
Foreign currency forward contracts	Foreign currency forward contracts	Other assets	8,587	25,504	Other long-term liabilities	14,332	149							
Fuel swaps	Fuel swaps	Derivative financial instruments	57,046	40,191	Derivative financial instruments	1,451	46,359							
Fuel swaps	Fuel swaps	Other assets	23,522	4,166	Other long-term liabilities	451	4,147							
Total derivatives designated as hedging instruments under 815-20	Total derivatives designated as hedging instruments under 815-20		\$ 216,297	\$203,802		\$172,948	\$135,608							
Derivatives not designated as hedging instruments under ASC 815-20														
Fuel swaps		Other Assets	1,584	—	Other long-term liabilities	—	—							
Total derivatives not designated as hedging instruments under 815-20			1,584	—		—	—							
Total derivatives			\$ 217,881	\$203,802		\$172,948	\$135,608							

(1) Subtopic 815-20 "Hedging-General" under ASC 815.

The carrying value and line item caption of non-derivative instruments designated as hedging instruments recorded within our consolidated balance sheets were as follows (in thousands) millions):

		Carrying Value	
Non-derivative instrument designated as hedging instrument under ASC 815-20	Balance Sheet Location	As of September 30, 2023	As of December 31, 2022
Foreign currency debt	Current portion of long-term debt	\$ 61,806	\$ 62,282
Foreign currency debt	Long-term debt	525,450	399,577
		\$ 587,256	\$ 461,859

The effect of derivative instruments qualifying and designated as hedging instruments and the related hedged items in fair value hedges on the consolidated statements of comprehensive income (loss) was as follows (in thousands):

Derivatives and Related Hedged Items under ASC 815-20 Fair Value Hedging Relationships	Location of Gain (Loss) Recognized in Income on Derivative and Hedged Item	Amount of Gain (Loss) Recognized in Income on Derivative				Amount of Gain (Loss) Recognized in Income on Hedged Item			
		Quarter Ended	Quarter Ended	Nine Months	Nine Months	Quarter Ended	Quarter Ended	Nine Months	Nine Months
		September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
Interest rate swaps	Interest expense, net of interest capitalized	\$ —	\$ 966	\$ —	\$ (3,569)	\$ —	\$ (4,417)	\$ —	\$ 4,534
		\$ —	\$ 966	\$ —	\$ (3,569)	\$ —	\$ (4,417)	\$ —	\$ 4,534

Non-derivative instrument designated as hedging instrument under ASC 815-20	Balance Sheet Location	Carrying Value	
		As of March 31, 2024	As of December 31, 2023
Foreign currency debt	Current portion of long-term debt	\$ 63	\$ 65
Foreign currency debt	Long-term debt	649	523
		<u>\$ 712</u>	<u>\$ 588</u>

The effect of derivative instruments qualifying and designated as cash flow hedging instruments on the consolidated financial statements was as follows (in thousands) millions):

Derivatives under ASC 815-20 Cash Flow Hedging Relationships	Derivatives under ASC 815-20 Cash Flow Hedging Relationships	Amount of Gain (Loss) Recognized in Accumulated Other Comprehensive Loss on Derivatives				Derivatives under ASC 815-20 Cash Flow Hedging Relationships	Amount of Gain (Loss) Recognized in Accumulated Other Comprehensive Loss on Derivatives	Quarter Ended March 31, 2024	Quarter Ended March 31, 2023
		Quarter Ended	Quarter Ended	Nine Months Ended	Nine Months Ended				
		September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022				
Interest rate swaps	Interest rate swaps	\$ 22,639	\$ 55,016	\$ 35,439	\$ 159,132				
Foreign currency forward contracts	Foreign currency forward contracts	(133,669)	(148,275)	(120,921)	(311,252)				
Fuel swaps	Fuel swaps	157,650	(132,208)	91,355	134,059				
		<u>\$ 46,620</u>	<u>\$ (225,467)</u>	<u>\$ 5,873</u>	<u>\$ (18,061)</u>				

The effect of non-derivative instruments qualifying and designated as net investment hedging instruments on the consolidated financial statements was as follows (in thousands) millions):

Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss)		Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss)	Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss)
Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss)	Amount of Gain (Loss) Recognized in Other Comprehensive Income (Loss)		

Non-derivative instruments under ASC 815-20 Net Investment Hedging Relationships	Non-derivative instruments under ASC 815-20 Net Investment Hedging Relationships	Quarter Ended September 30, 2023	Quarter Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Non-derivative instruments under ASC 815-20 Net Investment Hedging Relationships	Quarter Ended March 31, 2024	Quarter Ended March 31, 2023
Foreign Currency Debt	Foreign Currency Debt	\$ 18,262	\$ 22,464	\$ 7,024	\$ 42,023			
		\$ 18,262	\$ 22,464	\$ 7,024	\$ 42,023			

The effect of derivatives not designated as hedging instruments on the consolidated financial statements was as follows (in **thousands** **millions**):

Derivatives Not Designated as Hedging Instruments under ASC 815-20	Derivatives Not Designated as Hedging Instruments under ASC 815-20	Location of Gain	Quarter Ended September 30, 2023	Quarter Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Derivatives Not Designated as Hedging Instruments under ASC 815-20	Location of Gain	Quarter Ended March 31, 2024	Quarter Ended March 31, 2023
Foreign currency forward contracts	Foreign currency forward contracts	Other (expense) income	\$ (42,786)	\$ (88,440)	\$ (30,414)	\$ (176,322)				
Fuel swaps		Other (expense) income	592	(230)	592	36				
			\$ (42,194)	\$ (88,670)	\$ (29,822)	\$ (176,286)				

#### Credit Related Contingent Features

Our current interest rate derivative instruments require us to post collateral if our Standard & Poor's and Moody's credit ratings fall below specified levels. Specifically, under most of our agreements, if on the fifth anniversary of executing a derivative instrument, or on any succeeding fifth-year anniversary, our credit ratings for our senior unsecured debt is rated below BBB- by Standard & Poor's and Baa3 by Moody's, then the counterparty will periodically have the right to demand that we post collateral in an amount equal to the difference between (i) the net market value of all derivative transactions with such counterparty that have reached their fifth year anniversary, to the extent negative, and (ii) the applicable minimum call amount.

The amount of collateral required to be posted will change as, and to the extent, our net liability position increases or decreases by more than the applicable minimum call amount. If our credit rating for our senior unsecured debt is subsequently equal to or above BBB- by Standard & Poor's or Baa3 by Moody's, then any collateral posted at such time will be released to us and we will no longer be required to post collateral unless we meet the collateral trigger requirement, generally, at the next fifth-year anniversary.

As of **September 30, 2023** **March 31, 2024**, our senior unsecured debt credit rating was **BB- BB+** by Standard & Poor's and **B1 Ba2** by Moody's. As of **September 30, 2023** **March 31, 2024**, five of our **ship debt** interest rate derivative hedges had reached their fifth-year anniversary; however, the net market value for these derivative hedges were in a net asset position, and accordingly, we were not required to post any collateral as of such date.

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

### Cautionary Note Concerning Forward-Looking Statements

The discussion under this caption "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this Quarterly Report on Form 10-Q includes "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact, including statements regarding our expectations for future periods, business and industry prospects or future results of operations or financial position, made in this Quarterly Report on Form 10-Q are forward-looking. Words such as "anticipate," "believe," "considering," "could," "driving," "estimate," "expect," "goal," "intend," "may," "plan," "project," "seek," "should," "will," "would," and similar expressions are intended to further identify any of these forward-looking statements. Forward-looking statements reflect management's current expectations, but they are based on judgments and are inherently uncertain. Furthermore, they are subject to risks, uncertainties and other factors that 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, those discussed in this Quarterly Report on Form 10-Q and, in particular, the risks discussed under the caption "Risk Factors" in Part II, Item 1A herein.

All forward-looking statements made in this Quarterly Report on Form 10-Q speak only as of the date of this filing. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

## Overview

The discussion and analysis of our financial condition and results of operations is organized to present the following:

- a review of our financial presentation, including discussion of certain operational and financial metrics we utilize to assist us in managing our business;
- a discussion of our results of operations for the quarter **and nine months** ended **September 30, 2023** **March 31, 2024**, compared to the same period in **2022; 2023**; and
- a discussion of our liquidity and capital resources, including our future capital and material cash requirements and potential funding sources.

## Critical Accounting Policies and Estimates

For a discussion of our critical accounting policies and estimates, refer to Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations* within our Annual Report on Form 10-K for the year ended **December 31, 2022** **December 31, 2023**.

## Seasonality

Our revenues are seasonal based on demand for cruises. Demand has historically been strongest for cruises during the Northern Hemisphere's summer months and holidays. In order to mitigate the impact of the winter weather in the Northern Hemisphere and to capitalize on the summer season in the Southern Hemisphere, our brands have historically focused on deployment to the Caribbean, Asia and Australia during that period.

## Financial Presentation

### Description of Certain Line Items

#### Revenues

Our revenues are comprised of the following:

- *Passenger ticket revenues*, which consist of revenue recognized from the sale of passenger tickets and the sale of air transportation to and from our ships; and
- *Onboard and other revenues*, which consist primarily of revenues from the sale of goods and/or services onboard our ships not included in passenger ticket prices, casino operations, cancellation fees, sales of vacation protection insurance, pre- and post-cruise tours and fees for operating certain port facilities. *Onboard and other revenues* also include revenues we receive from independent third-party concessionaires that pay us a percentage of their revenues in exchange for the right to provide selected goods and/or services onboard our ships, as well as revenues received for procurement and management related services we perform on behalf of our unconsolidated affiliates.

#### Cruise Operating Expenses

Our cruise operating expenses are comprised of the following:

- *Commissions, transportation and other expenses*, which consist of those costs directly associated with passenger ticket revenues, including travel advisor commissions, air and other transportation expenses, port costs that vary with passenger head counts and related credit card fees;
- *Onboard and other expenses*, which consist of the direct costs associated with onboard and other revenues, including the costs of products sold onboard our ships, vacation protection insurance premiums, costs associated with pre- and post-cruise tours and related credit card fees, as well as the minimal costs associated with concession revenues, as the costs are mostly incurred by third-party concessionaires, and costs incurred for the procurement and management related services we perform on behalf of our unconsolidated affiliates;
- *Payroll and related expenses*, which consist of costs for shipboard personnel (costs associated with our shoreside personnel are included in *Marketing, selling and administrative expenses*);
- *Food expenses*, which include food costs for both guests and crew;
- *Fuel expenses*, which include fuel and related delivery, storage and emission consumable costs and the financial impact of fuel swap agreements; and
- *Other operating expenses*, which consist primarily of operating costs such as repairs and maintenance, port costs that do not vary with passenger head counts, vessel related insurance, entertainment and gains and/or losses related to the sale of our ships, if any.

We do not allocate payroll and related expenses, food expenses, fuel expenses or other operating expenses to the expense categories attributable to passenger ticket revenues or onboard and other revenues since they are incurred to provide the total cruise vacation experience.

## Selected Operational and Financial Metrics

We utilize a variety of operational and financial metrics which are defined below to evaluate our performance and financial condition. As discussed in more detail herein, certain of these metrics are non-GAAP financial measures. These non-GAAP financial measures are provided along with the related GAAP financial measures as we believe they provide useful information to investors as a supplement to our consolidated financial statements, which are prepared and presented in accordance with GAAP. The presentation of non-GAAP financial information is not intended to be considered in isolation or as a substitute for, or superior to, the financial information prepared and presented in accordance with GAAP.



*Adjusted EBITDA* is a non-GAAP measure that represents EBITDA (as defined below) excluding certain items that we believe adjusting for is meaningful when assessing our profitability on a comparative basis. For the 2023 and 2022 periods presented, these items included (i) other expense (income); expense; (ii) gain on sale of controlling interest; and (iii) impairment and credit losses (recoveries); (iv) restructuring charges and other initiative expenses; and (v) equity investments impairment and recovery of losses. A reconciliation of Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. to Adjusted EBITDA is provided below under Results of Operations.

*Adjusted Earnings (Loss) per Share ("Adjusted EPS")* is a non-GAAP measure that represents Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. (as defined below) divided by weighted average shares outstanding or by diluted weighted average shares outstanding, as applicable. We believe that this non-GAAP measure is meaningful when assessing our performance on a comparative basis. A reconciliation of Earnings (Loss) per Share to Adjusted Earnings (Loss) per share is provided below under Results of Operations.

*Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.* is a non-GAAP measure that represents Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. excluding certain items that we believe adjusting for is meaningful when assessing our performance on a comparative basis. For the periods presented, these items included (i) loss on extinguishment of debt; (ii) gain on sale of controlling interest; (iii) tax on the sale of PortMiami noncontrolling interest; (iv) Silver Whisper deferred tax liability release; (v) impairment and credit losses (recoveries); (vi) the amortization of the Silversea Cruises intangible assets resulting from the Silversea Cruises acquisition in 2018; (vii) restructuring charges acquisition; (iii) gain on sale of controlling interest; (iv) tax on the sale of PortMiami noncontrolling interest; (v) Silver Whisper deferred tax liability release; and other initiative expenses; and (viii) equity investments (vi) impairment and recovery of losses, credit losses (recoveries). A reconciliation of Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. to Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. Loss is provided below under Results of Operations.

*Available Passenger Cruise Days ("APCD")* is our measurement of capacity and represents double occupancy per cabin multiplied by the number of cruise days for the period, which excludes canceled cruise days and cabins not available for sale. We use this measure to perform capacity and rate analysis to identify our main non-capacity drivers that cause our cruise revenue and expenses to vary.

*EBITDA* is a non-GAAP measure that represents Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. excluding (i) interest income; (ii) interest expense, net of interest capitalized; (iii) depreciation and amortization expenses; and (iv) income tax benefit or expense. We believe that this non-GAAP measure is meaningful when assessing our operating performance on a comparative basis. A reconciliation of Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. to EBITDA is provided below under Results of Operations.

*Gross Cruise Costs* represent the sum of total cruise operating expenses plus marketing, selling and administrative expenses.

*Net Cruise Costs* and *Net Cruise Costs Excluding Fuel* are non-GAAP measures that represent Gross Cruise Costs excluding commissions, transportation and other expenses, and onboard and other expenses and, in the case of Net Cruise Costs Excluding Fuel, fuel expenses (each of which is described above under the Description of Certain Line Items heading). In measuring our ability to control costs in a manner that positively impacts net income, we believe changes in Net Cruise Costs and Net Cruise Costs Excluding Fuel to be the most relevant indicators of our performance. A reconciliation of Gross Cruise Costs to Net Cruise Costs and Net Cruise Costs Excluding Fuel is provided below under Results of Operations. For the periods presented, Net Cruise Costs and Net Cruise Costs Excluding Fuel excludes (i) the gain on sale of controlling interest; and (ii) impairment and credit losses (recoveries); and (iii) restructuring and other initiative expenses.

*Gross Margin Yield* represent Gross Margin per APCD.

*Adjusted Gross Margin* represent Gross Margin, adjusted for payroll and related, food, fuel, other operating expenses, and depreciation and amortization. Gross Margin is calculated pursuant to GAAP as total revenues less total cruise operating expenses, and depreciation and amortization.

*Net Yields* represent Adjusted Gross Margin per APCD. We utilize Adjusted Gross Margin and Net Yields to manage our business on a day-to-day basis as we believe that they are the most relevant measures of our pricing performance because they reflect the cruise revenues earned by us net of our most significant variable costs, which are commissions, transportation and other expenses, and onboard and other expenses.

*Occupancy ("Load Factor")*, in accordance with cruise vacation industry practice, is calculated by dividing Passenger Cruise Days (as defined below) by APCD. A percentage in excess of 100% indicates that three or more passengers occupied some cabins.

*Passenger Cruise Days* represent the number of passengers carried for the period multiplied by the number of days of their respective cruises.

The use of certain significant non-GAAP measures, such as Net Yields, Net Cruise Costs and Net Cruise Costs Excluding Fuel, allows us to perform capacity and rate analysis to separate the impact of known capacity changes from other less predictable changes which affect our business. We believe these non-GAAP measures provide expanded insight to measure revenue and cost performance in addition to the standard GAAP based financial measures. There are no specific rules or regulations for determining non-GAAP measures, and as such, they may not be comparable to other companies within the industry.

We have not provided a quantitative reconciliation of projected non-GAAP financial measures to the most comparable GAAP financial measures because preparation of meaningful U.S. GAAP projections would require unreasonable effort. Due to significant uncertainty, we are unable to predict, without unreasonable effort, the future movement of foreign exchange rates, fuel prices and interest rates inclusive of our related hedging programs. In addition, we are unable to determine the future impact of non-core business related gains and losses which may result from strategic initiatives. These items are uncertain and could be material to our results of operations in accordance with U.S. GAAP. Due to this uncertainty, we do not believe that reconciling information for such projected figures would be meaningful.

## Results of Operations

### Summary



Commissions, transportation and other	Commissions, transportation and other	632,075	15.2 %	484,054	16.2 %	498	13.4	13.4	%	403	14.0	14.0
Onboard and other	Onboard and other	261,225	6.3 %	220,216	7.4 %	193	5.2	5.2	%	159	5.5	
Payroll and related	Payroll and related	293,629	7.1 %	304,369	10.2 %	318	8.5	8.5	%	310	10.7	
Food	Food	211,709	5.1 %	194,966	6.5 %	221	5.9	5.9	%	199	6.9	
Fuel	Fuel	272,408	6.5 %	316,214	10.6 %	304	8.2	8.2	%	302	10.5	
Other operating	Other operating	465,814	11.2 %	446,630	14.9 %	522	14.0	14.0	%	420	14.6	
Total cruise operating expenses	Total cruise operating expenses	2,136,860	51.4 %	1,966,449	65.7 %	2,056	55.2	55.2	%	1,793	62.1	
Marketing, selling and administrative expenses	Marketing, selling and administrative expenses	393,016	9.4 %	373,116	12.5 %	535	14.4	14.4	%	461	16.0	
Depreciation and amortization expenses	Depreciation and amortization expenses	365,473	8.8 %	355,085	11.9 %	387	10.4	10.4	%	360	12.5	
Operating Income	Operating Income	1,265,104	30.4 %	298,425	10.0 %	750	20.1	20.1	%	272	9.4	
Other income (expense):	Other income (expense):											
Interest income	Interest income	7,472	0.2 %	11,953	0.4 %							
Interest income	Interest income					5		0.1	%	15		0.5
Interest expense, net of interest capitalized	Interest expense, net of interest capitalized	(340,620)	(8.2) %	(352,187)	(11.8) %	(424)	(11.4)	(11.4)	%	(360)	(12.5)	
Equity investment income	Equity investment income	86,627	2.1 %	73,997	2.5 %	41	1.1	1.1	%	20	0.7	
Other (expense) income	Other (expense) income	(7,905)	(0.2) %	780	— %	(8)	(0.2)	(0.2)	%	5	0.2	
		(254,426)	(6.1) %	(265,457)	(8.9) %							
Net Income		1,010,678	24.3 %	32,968	1.1 %							
		(386)					(386)	(10.4)	%	(320)		
Net Income (Loss)	Net Income (Loss)					364		9.8	%	(48)		(1.7)
Less: Net Income attributable to noncontrolling interest	Less: Net Income attributable to noncontrolling interest	1,602	— %	—	— %	4	0.1	0.1	%	—	—	
Net Income attributable to Royal Caribbean Cruises Ltd.		\$1,009,076	24.3 %	\$ 32,968	1.1 %							

Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.					Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.				
Diluted Earnings (Loss) per Share	Diluted Earnings (Loss) per Share	\$	3.65	\$	0.13	\$	360	9.7 %	\$ (48) (1.7)

	Nine Months Ended September 30,			
	2023		2022	
		% of Total Revenues		% of Total Revenues
Passenger ticket revenues	\$ 7,281,503	68.9 %	\$ 4,091,035	65.6 %
Onboard and other revenues	3,287,078	31.1 %	2,145,513	34.4 %
Total revenues	10,568,581	100.0 %	6,236,548	100.0 %
Cruise operating expenses:				
Commissions, transportation and other	1,551,012	14.7 %	964,256	15.5 %
Onboard and other	640,175	6.1 %	450,225	7.2 %
Payroll and related	887,999	8.4 %	981,128	15.7 %
Food	613,795	5.8 %	450,376	7.2 %
Fuel	849,839	8.0 %	779,873	12.5 %
Other operating	1,341,821	12.7 %	1,205,452	19.3 %
Total cruise operating expenses	5,884,641	55.7 %	4,831,310	77.5 %
Marketing, selling and administrative expenses	1,288,719	12.2 %	1,138,571	18.3 %
Depreciation and amortization expenses	1,086,923	10.3 %	1,046,094	16.8 %
Operating Income (Loss)	2,308,298	21.8 %	(779,427)	(12.5)%
Other income (expense):				
Interest income	31,863	0.3 %	21,765	0.3 %
Interest expense, net of interest capitalized	(1,055,519)	(10.0)%	(932,552)	(15.0)%
Equity investment income	149,112	1.4 %	29,759	0.5 %
Other (expense) income	(8,676)	(0.1)%	4,699	0.1 %
	(883,220)	(8.4)%	(876,329)	(14.1)%
Net Income (Loss)	1,425,078	13.5 %	(1,655,756)	(26.5)%
Less: Net Income attributable to noncontrolling interest	5,151	— %	—	— %
Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.	\$ 1,419,927	13.4 %	\$ (1,655,756)	(26.5)%
Diluted Earnings (Loss) per Share	\$ 5.24		\$ (6.49)	

Net Income (Loss) attributable to Royal Caribbean Cruises Ltd. and Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd, were calculated as follows (in thousands, millions, except per share data):

		Quarter Ended September 30,		Nine Months Ended September 30,		Quarter Ended March 31,	
		2023	2022	2023	2022	2024	2023
Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.	Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.	\$1,009,076	\$32,968	\$1,419,927	\$(1,655,756)		

Loss on extinguishment of debt	Loss on extinguishment of debt	37,923	16,449	81,441	16,449
Amortization of Silversea Cruises intangible assets resulting from the Silversea Cruises acquisition (1)					
Gain on sale of controlling interest (1) (2)	Gain on sale of controlling interest (1) (2)	—	—	(3,130)	—
PortMiami tax on sale of noncontrolling interest (2) (3)	PortMiami tax on sale of noncontrolling interest (2) (3)	—	—	10,020	—
Silver Whisper deferred tax liability release (3) (4)	Silver Whisper deferred tax liability release (3) (4)	—	—	(25,784)	—
Impairment and credit losses (recoveries) (4) (5)	Impairment and credit losses (recoveries) (4) (5)	—	10,186	(6,990)	(584)
Amortization of Silversea Cruises intangible assets resulting from the Silversea Cruises acquisition (5)		1,623	1,623	4,869	4,870
Restructuring charges and other initiative expenses		—	4,573	5,288	6,448
Equity investments impairment and recovery of losses (6)		16,672	—	12,444	—
<b>Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	<b>Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	<b>\$1,065,294</b>	<b>\$65,799</b>	<b>\$1,498,085</b>	<b>\$(1,628,573)</b>
<b>Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>					
<b>Adjusted Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>					
Basic:					
Basic:					
Basic:	Basic:				
Earnings (Loss) per Share	Earnings (Loss) per Share	\$ 3.94	\$ 0.13	\$ 5.55	\$ (6.49)
Adjusted Earnings (Loss) per Share	Adjusted Earnings (Loss) per Share	\$ 4.16	\$ 0.26	\$ 5.86	\$ (6.39)

Diluted:	Diluted:				
Earnings (Loss) per Share (7)	\$	3.65	\$ 0.13	\$ 5.24	\$ (6.49)
Adjusted Earnings (Loss) per Share (7)	\$	3.85	\$ 0.26	\$ 5.52	\$ (6.39)
Diluted:					
Diluted:					
Earnings (Loss) per Share (6)					
Earnings (Loss) per Share (6)					
Earnings (Loss) per Share (6)					
Adjusted Earnings (Loss) per Share (6)					
Weighted-Average Shares Outstanding:	Weighted-Average Shares Outstanding:				
Weighted-Average Shares Outstanding:					
Weighted-Average Shares Outstanding:					
Basic					
Basic					
Basic	Basic	256,188	255,071	255,822	254,953
Diluted	Diluted	281,876	255,378	283,847	254,953

- (1) Represents the amortization of the Silversea Cruises intangible assets resulting from the 2018 Silversea Cruises acquisition.
- (2) For 2023, represents gain on sale of controlling interest in cruise terminal facilities in Italy. These amounts are included in *Other operating* within our consolidated statements of comprehensive income (loss).
- (3) (3) Represents For 2023, represents tax on the PortMiami sale of noncontrolling interest. These amounts are included in *Other (expense) income* in our consolidated statements of comprehensive income (loss). Refer to Note 5. *Investments and Other Assets* to our consolidated financial statements for further information on the transaction.
- (3) (4) Represents For 2023, represents the release of the deferred tax liability subsequent to the execution of the bargain purchase option for the Silver *Whisper*. *Whisper*. These amounts are included in *Other (expense) income* within our consolidated statements of comprehensive income (loss).
- (4) (5) Represents For 2023, represents asset impairments and credit loss recoveries for notes receivables for which credit losses were previously recorded. These amounts are included in *Other operating* within our consolidated statements of comprehensive income (loss).
- (5) Represents the amortization of the Silversea Cruises intangible assets resulting from the 2018 Silversea Cruises acquisition.
- (6) For the quarter and nine months ended September 30, 2023, represents equity method impairments of \$12.6 million and recognition of deferred currency translation adjustment losses of \$4.0 million. These amounts are included in *Equity investment income* and *Other (expense) income* within our consolidated statements of comprehensive income (loss), respectively. Additionally, the nine months ended September 30, 2023, includes a \$4.2 million recovery of losses from one of our equity method investees recognized during the second quarter of 2023. This amount is included in *Equity investment income* within our consolidated statements of comprehensive income (loss).
- (7) Diluted EPS and Adjusted Diluted EPS includes the add-back of dilutive interest expense related to our convertible notes of \$20.3 million and \$67.6 million \$19 million for the quarter and nine three months ended September 30, 2023, respectively. March 31, 2024. Refer to Note 4. *Earnings (Loss) Per Share* to our consolidated financial statements for further information.

Selected statistical information is shown in the following table:

		Quarter Ended September 30,		Nine Months Ended September 30,		Quarter Ended March 31,	
		2023	2022	2023	2022	2024	2023
Passengers	Passengers						
Carried	Carried	1,999,764	1,714,774	5,706,843	3,790,205		
Passenger	Passenger						
Cruise	Cruise						
Days	Days	13,172,002	11,136,331	36,944,034	23,998,975		

APCD	APCD	12,011,593	11,564,662	34,953,919	29,553,564				
Occupancy	Occupancy	109.7 %	96.3 %	105.7 %	81.2 %	Occupancy	107.0	%	102.1 %

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

		Quarter Ended September 30, 2023		Nine Months Ended September 30, 2022					
		Quarter Ended March 31, 2024				Quarter Ended March 31, 2024		Quarter Ended March 31, 2023	
<b>Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	<b>Net Income (Loss) attributable to Royal Caribbean Cruises Ltd.</b>	\$	1,009,076	\$	32,968	\$	1,419,927	\$	(1,655,756)
Interest income	Interest income		(7,472)		(11,953)		(31,863)		(21,765)
Interest expense, net of interest capitalized	Interest expense, net of interest capitalized		340,620		352,187		1,055,519		932,552
Depreciation and amortization expenses	Depreciation and amortization expenses		365,473		355,085		1,086,923		1,046,094
Income tax expense (benefit) (1)	Income tax expense (benefit) (1)		6,876		(38)		6,339		4,515
<b>EBITDA</b>	<b>EBITDA</b>		1,714,573		728,249		3,536,845		305,640
Other expense (income) (2)	Other expense (income) (2)		1,029		(742)		2,337		(9,214)
Other expense (2)	Other expense (2)								
Other expense (2)	Other expense (2)								
Other expense (2)	Other expense (2)								
Gain on sale of controlling interest (3)	Gain on sale of controlling interest (3)		—		—		(3,130)		—
Impairment and credit losses (recoveries) (4)	Impairment and credit losses (recoveries) (4)		—		10,186		(6,990)		(584)
Restructuring charges and other initiative expenses	Restructuring charges and other initiative expenses		—		4,573		5,288		6,448
Equity investment impairment and recovery of losses (5)	Equity investment impairment and recovery of losses (5)		12,634		—		8,406		—
<b>Adjusted EBITDA</b>	<b>Adjusted EBITDA</b>	\$	1,728,236	\$	742,266	\$	3,542,756	\$	302,290

(1) These amounts are included in Other (expense) income within our consolidated statements of comprehensive income (loss).

(2) Represents net non-operating income or expense. For the periods reported, primarily relates to gains or losses arising from the remeasurement of monetary assets and liabilities denominated in foreign currencies. The amount excludes income tax expense (benefit), included in the EBITDA calculation above.

- (3) Represents For 2023, represents gain on sale of controlling interest in cruise terminal facilities in Italy. These amounts are included in Other operating within our consolidated statements of comprehensive income (loss).
- (4) Represents For 2023, represents asset impairments and credit loss recoveries for notes receivables for which credit losses were previously recorded. These amounts are included in Other operating within our consolidated statements of comprehensive income (loss).
- (5) For the quarter and nine months ended September 30, 2023, represents equity method impairments of \$12.6 million. Additionally, the nine months ended September 30, 2023, includes a \$4.2 million recovery of losses from one of our equity method investees recognized during the second quarter of 2023. These amounts are included in Equity investment income within our consolidated statements of comprehensive income (loss).

Gross Margin Yields and Net Yields were calculated by dividing Gross Margin and Adjusted Gross Margin by APCD as follows (in thousands, millions, except APCD and Yields):

		Quarter Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Quarter Ended March 31,					
Quarter Ended March 31,					
Quarter Ended March 31,					
2024				2024	2023
Total revenue	Total revenue	\$4,160,453	\$2,993,075	\$10,568,581	\$6,236,548
Less:	Less:				
Cruise operating expenses					
Cruise operating expenses					
Cruise operating expenses	Cruise operating expenses	2,136,860	1,966,449	5,884,641	4,831,310
Depreciation and amortization expenses	Depreciation and amortization expenses	365,473	355,085	1,086,923	1,046,094
Gross Margin	Gross Margin	1,658,120	671,541	3,597,017	359,144
Gross Margin					
Gross Margin					
Add:	Add:				
Payroll and related					
Payroll and related					
Payroll and related	Payroll and related	293,629	304,369	887,999	981,128
Food	Food	211,709	194,966	613,795	450,376
Fuel	Fuel	272,408	316,214	849,839	779,873
Other operating	Other operating	465,814	446,630	1,341,821	1,205,452
Depreciation and amortization expenses	Depreciation and amortization expenses	365,473	355,085	1,086,923	1,046,094
Adjusted Gross Margin	Adjusted Gross Margin	\$3,267,153	\$2,288,805	\$ 8,377,394	\$4,822,067
APCD	APCD	12,011,593	11,564,662	34,953,919	29,553,564
APCD					
APCD					



Gross Margin	Gross Margin								
Yields	Yields	\$	138.04	\$	58.07	\$	102.91	\$	12.15
Net Yields	Net Yields	\$	272.00	\$	197.91	\$	239.67	\$	163.16

1

Gross Cruise Costs, Net Cruise Costs and Net Cruise Costs Excluding Fuel were calculated as follows (in thousands, millions, except APCD and costs per APCD):

		Quarter Ended September 30,		Nine Months Ended September 30,			
		2023	2022	2023	2022		
		Quarter Ended March 31,					
		Quarter Ended March 31,					
		Quarter Ended March 31,					
		2024		2024		2023	
Total cruise operating expenses	Total cruise operating expenses	\$2,136,860	\$1,966,449	\$5,884,641	\$4,831,310		
Marketing, selling and administrative expenses	Marketing, selling and administrative expenses	393,016	373,116	1,288,719	1,138,571		
Gross Cruise Costs	Gross Cruise Costs	2,529,876	2,339,565	7,173,360	5,969,881		
Less:	Less:						
Commissions, transportation and other	Commissions, transportation and other	632,075	484,054	1,551,012	964,256		
Commissions, transportation and other							
Commissions, transportation and other							
Onboard and other	Onboard and other	261,225	220,216	640,175	450,225		
Net Cruise Costs Including Other Costs	Net Cruise Costs Including Other Costs	1,636,576	1,635,295	4,982,173	4,555,400		
Less:	Less:						
Gain on sale of controlling interest (1)	Gain on sale of controlling interest (1)	—	—	(3,130)	—		
Impairment and credit recoveries (2)		—	10,186	(6,990)	(584)		
Restructuring charges and other initiative expenses (3)		—	4,573	5,288	6,448		
Gain on sale of controlling interest (1)							
Gain on sale of controlling interest (1)							

Impairment and credit loss (recoveries) (2)					
Net Cruise Costs	Net Cruise Costs	1,636,576	1,620,536	4,987,005	4,549,536
Less:	Less:				
Fuel					
Fuel	Fuel	272,408	316,214	849,839	779,873
Net Cruise Costs Excluding Fuel	Net Cruise Costs Excluding Fuel	\$1,364,168	\$1,304,322	\$4,137,166	\$3,769,663
APCD	APCD	12,011,593	11,564,662	34,953,919	29,553,564
APCD					
APCD					
Gross Cruise Costs per APCD	Gross Cruise Costs per APCD	\$ 210.62	\$ 202.30	\$ 205.22	\$ 202.00
Net Cruise Costs per APCD	Net Cruise Costs per APCD	\$ 136.25	\$ 140.13	\$ 142.67	\$ 153.94
Net Cruise Costs Excluding Fuel per APCD	Net Cruise Costs Excluding Fuel per APCD	\$ 113.57	\$ 112.79	\$ 118.36	\$ 127.55

(1) Represents gain on sale of controlling interest in cruise terminal facilities in Italy. These amounts are included in Other operating within our consolidated statements of comprehensive income (loss).

(2) Represents asset impairments and credit losses recoveries for notes receivables for which credit losses were previously recorded. These amounts are included in Other operating within our consolidated statements of comprehensive income (loss).

(3) These amounts are included in Marketing, selling and administrative expenses within our consolidated statements of comprehensive income (loss).

#### Quarter Ended September 30, 2023 March 31, 2024 Compared to Quarter Ended September 30, 2022 March 31, 2023

In this section, references to 2024 refer to the quarter ended March 31, 2024 and references to 2023 refer to the quarter ended September 30, 2023 and references to 2022 refer to the quarter ended September 30, 2022 March 31, 2023.

#### Revenues

Total revenues for 2023 2024 increased \$1.2 billion \$842 million to \$4.2 billion \$3.7 billion from \$3.0 billion \$2.9 billion in 2022, 2023.

Passenger ticket revenues comprised 70.7% 68.2% of our 2023 2024 total revenues. Passenger ticket revenues for 2023 2024 increased by \$0.9 billion \$645 million, or 45.5% 34.0% to \$2.9 billion \$2.5 billion from \$2.0 billion \$1.9 billion in 2022, 2023. The increase was primarily due to higher to:

- an increase in ticket prices which increased primarily driven by the improvement in our ticket revenues by \$0.8 billion price on a per passenger basis on existing hardware and the addition of Icon of the Seas, Celebrity Ascent, and Silver Nova, compared to the same period in 2022, 2023; and
- a 9.4% increase in capacity, primarily due to the additions of Icon of the Seas, Celebrity Ascent, and Silver Nova compared to the same period in 2023. Additionally, the increase is complemented by an increase in occupancy of 13.9% in 2023 compared to the same period in 2022, 4.9%.

The remaining 29.3% 31.8% of 2023 2024 total revenues was comprised of Onboard and other revenues, which increased \$246.9 million \$197 million, or 25.4% 19.9% to \$1.2 billion in 2023 2024 from \$1.0 billion in 2022, 2023. The increase was primarily due to an to:

- a 9.4% increase in prices and occupancy capacity noted above in 2023 2024 compared to the same period in 2022, 2023.

Onboard and other revenues included concession revenues of \$126.2 million improved pricing in 2023 and \$104.4 million 2024 compared to the same period in 2022, 2023.

#### Cruise Operating Expenses

Total Cruise operating expenses for 2023 2024 increased \$170.4 million \$263 million to \$2.1 billion from \$2.0 billion \$1.8 billion in 2022, 2023. The increase was primarily due to:

- a \$148.0 million \$102 million increase in *Other operating* primarily driven by the higher drydock and maintenance related expenses in 2024 compared to the same period in 2023; and
- a \$95 million increase in *Commissions, transportation and other expenses*; expenses and
- a \$41.0 million primarily driven by the increase in ticket prices. *Onboard*

#### *Marketing, Selling and other expenses; Administrative Expenses*

Marketing, selling and administrative expenses for 2024 increased \$74 million, or 16.1%, to \$535 million from \$461 million in 2023. The increase was primarily due to an increase in operating expenses noted above reflects payroll and benefits expense primarily driven by an increase in headcount and higher stock price year over year related to our operations performance share awards, and higher spending on advertisement and media promotions.

#### *Other Income (Expense)*

Interest expense, net of interest capitalized for 2024 increased \$(64) million, or 17.8%, to \$(424) million from \$(360) million in 2023 at higher occupancy 2023. The increase was primarily due to loss on extinguishment of debt of \$116 million compared to \$13 million during the same period in 2022, 2023. The increase is partially offset due to debt repayment and lower cost refinancing transactions in 2023 and 2024.

#### *Other Comprehensive Income (Loss)*

Other comprehensive income was \$35.0 \$57 million in 2023 2024 compared to other Other comprehensive loss of \$(241.2) \$(35) million for the same period in 2022 2023. The increase of \$276.3 million \$92 million, or 114.5% 262.9% was primarily due to a Gain on cash flow derivative hedges in 2023 2024 of \$19.6 million \$44 million compared to a Loss on cash flow derivative hedges in 2022 2023 of \$(259.9) \$(32) million, mostly as a result of a significant increase in fair value of our fuel swaps in 2023 2024 compared to 2022.

#### **Nine Months Ended September 30, 2023 Compared to Nine Months Ended September 30, 2022**

In this section, references to 2023 refer to the nine months ended September 30, 2023 and references to 2022 refer to the nine months ended September 30, 2022

#### *Revenues*

Total revenues for 2023 increased \$4.3 billion to \$10.6 billion from \$6.2 billion in 2022.

Passenger ticket revenues comprised 68.9% of our 2023 total revenues. Passenger ticket revenues for 2023 increased by \$3.2 billion to \$7.3 billion from \$4.1 billion in 2022. The increase was primarily due to a 30.2% increase in occupancy reflecting our full operations in 2023, compared to a partial return to operations during the first half of 2022 and full operations in the third quarter of 2022, higher ticket prices which increased ticket revenues by \$2.4 billion, and higher capacity of 18.3% compared to the same period in 2022.

The remaining 31.1% of 2023 total revenues was comprised of Onboard and other revenues, which increased \$1.1 billion to \$3.3 billion in 2023 from \$2.1 billion in 2022. The increase was primarily due to an increase in occupancy and higher capacity, as noted above, in 2023 compared to the same period in 2022.

The increase in revenues reflect our full operations in 2023, compared to a partial return to operations during the first half of 2022 and full operations in the third quarter of 2022. Occupancy in 2023 was 105.7% compared to 81.2% in 2022.

Onboard and other revenues included concession revenues of \$347.7 million in 2023 and \$233.4 million in 2022.

#### *Cruise Operating Expenses*

Total Cruise operating expenses for 2023 increased \$1.1 billion to \$5.9 billion from \$4.8 billion in 2022. The increase was primarily due to:

- a \$586.8 million increase in *Commissions, transportation and other expenses*;
- a \$190.0 million increase in *Onboard and other expenses*;
- a \$163.4 million increase in *Food expense*;
- a \$136.4 million increase in *Other operating expense*; and
- a \$70.0 million increase in *Fuel expense*.

The increase in operating expenses noted above reflects full operations in 2023; including additional capacity and higher occupancy compared to the same period in 2022, offset by a decrease of \$93.1 million in payroll and related due to additional costs incurred during our return to service in 2022, which did not recur in 2023.

#### *Marketing, Selling and Administrative Expenses*

Marketing, selling and administrative expenses for 2023 increased \$150.1 million, or 13.2%, to \$1.3 billion from \$1.1 billion in 2022, driven by an increase in headcount and higher stock price year over year related to our performance share awards.

#### *Other Income (Expense)*

Interest expense, net of interest capitalized for 2023 increased \$123.0 million, or 13.2%, to \$1.1 billion from \$0.9 billion in 2022. The increase was primarily due to loss on extinguishment of debt of \$81.4 million including partial repayments of the 11.50% senior secured notes due 2025 in 2023, compared to \$16.4 million in 2022, higher rates on refinancing transactions that were completed in 2022, as well as the impact of higher rates on floating-rate debt compared to the same period in 2022.

Equity investment income for 2023 increased \$119.4 million, or 401.1%, to \$149.1 million from \$29.8 million in 2022. The increase in income was primarily due to increase of income from TUI Cruises, one of our equity investments, in 2023 compared to 2022.

#### Other Comprehensive Loss

Other comprehensive loss for 2023 decreased \$79.8 million, or 97.8%, to \$(1.8) million from \$(81.6) million in 2022. The decrease was primarily due to decrease in Loss on cash flow derivative hedges of \$141.4 million, to \$(7.1) million from \$(148.5) million in 2022, which was mostly as a result of a significant increase in fair value of our fuel swaps in 2023 compared to 2022.

#### Future Application of Accounting Standards

Refer to Note 2. Summary of Significant Accounting Policies to our consolidated financial statements.

#### Liquidity and Capital Resources

##### Sources and Uses of Cash

Cash flow generated from operations provides us with a significant source of liquidity. Net cash provided by operating activities was \$3.4 billion \$1.3 billion for the nine three months ended September 30, 2023 March 31, 2024, and 2023, respectively. Cash flows from operating activities continued to be primarily driven by the change in customer deposits of \$729 million in 2024, compared to cash used of \$94.7 million for \$1.1 billion during the same period in 2022. The increase of \$3.5 billion was primarily attributable to higher occupancy and bookings in 2023 compared to the same period in 2022. 2023.

Net cash used in investing activities decreased \$1.5 billion to cash used of \$1.3 billion was \$296 million for the nine three months ended September 30, 2023 March 31, 2024, compared to cash used of \$2.9 billion \$234 million for the same period in 2022. The decrease was 2023. Cash flows used in investing activities were primarily attributable to a decrease in capital expenditures of \$1.2 billion during 2023, compared to the same period in 2022, due to the delivery of Wonder of the Seas, Celebrity Beyond, \$242 million, and Silver Endeavour in 2022 compared to the delivery of Silver Nova during the same period in 2023, and a decrease in cash paid on the settlement of derivative financial instruments of \$323.1 million \$35 million during 2023, 2024, compared to \$252 million, and \$6 million respectively, during the same period in 2022, 2023.

Net cash used in financing activities was \$3.3 1.1 billion for the nine three months ended September 30, 2023 March 31, 2024, compared to cash provided by financing activities of \$1.8 billion for the same period in 2022, 2023. The change of \$5.2 billion \$0.7 billion was primarily

attributable to a decrease of \$5.4 billion in debt proceeds in 2023 compared to the same period in 2022, and an increase in repayments of debt of \$170 million \$3.1 billion, offset by debt proceeds of \$2.2 billion in 2024 compared to \$2.7 billion repayments of debt in 2023, compared to the same period which were only offset by \$0.7 billion of debt proceeds in 2022, 2023. The change is was partially offset by proceeds received of \$209.3 million \$209 million for the sale of noncontrolling interest of PortMiami during the nine months ended September 30, 2023, 2023, which did not recur in 2024.

#### Future Capital Commitments

##### Capital Expenditures

Our future capital commitments consist primarily of new ship orders. As of September 30, 2023 March 31, 2024, the dates that the ships on order by our Global and Partner Brands are expected to be delivered, subject to change in the event of construction delays, and their approximate berths are as follows:

Ship	Shipyard	Expected delivery	Approximate Berths
Royal Caribbean International —			
Oasis-class:			
<i>Utopia of the Seas</i>	Chantiers de l'Atlantique	2nd Quarter 2024	5,700
Icon-class:			
<i>Icon of the Seas</i>	Meyer Turku Oy	4th Quarter 2023	5,600
<i>Star of the Seas</i>	Meyer Turku Oy	2nd 3rd Quarter 2025	5,600
<i>Unnamed</i>	Meyer Turku Oy	2nd Quarter 2026	5,600
Celebrity Cruises —			
Edge-class:			
<i>Celebrity Ascent</i>	Chantiers de l'Atlantique	4th Quarter 2023	3,250
<i>Unnamed Xcel</i>	Chantiers de l'Atlantique	4th Quarter 2025	3,250
Silversea Cruises —			
Evolution Class: Evolution-class:			
<i>Silver Ray</i>	Meyer Werft	2nd Quarter 2024	730
TUI Cruises (50% joint venture) —			
<i>Mein Schiff 7</i>	Meyer Turku Oy	2nd Quarter 2024	2,900
<i>Mein Schiff Relax</i>	Fincantieri	4th Quarter 2024	4,100
<i>Unnamed</i>	Fincantieri	2nd Quarter 2026	4,100
Total Berths			40,830 31,980

During the quarter ended June 30, 2023, In addition, in February 2024, we received commitments for the unsecured financing of the fifth Edge-class entered into an agreement with Chantiers de l'Atlantique to build an additional Oasis class ship estimated for delivery in 2025. 2028, which is contingent upon completion of certain conditions precedent including financing.

Our future capital commitments consist primarily of new ship orders. As of September 30, 2023 March 31, 2024, the aggregate expected cost of our ships on order presented in the table above, excluding any ships on order by our Partner Brands, was \$10.9 billion \$8.1 billion, of which we had deposited \$1.1 billion \$748 million. Approximately 40.1% 44.1% of the aggregate cost was exposed to fluctuations in the Euro

exchange rate at September 30, 2023 March 31, 2024. Refer to Note 8. Commitments and Contingencies and Note 11. Fair Value Measurements and Derivative Instruments to our consolidated financial statement.

As of September 30, 2023 March 31, 2024, we anticipate overall full year capital expenditures, based on our existing ships on order, will be approximately \$4.1 billion \$3.4 billion for 2023 2024. This amount does not include any ships on order by our Partner Brands.

#### Material Cash Requirements

As of September 30, 2023 March 31, 2024, our material cash requirements were as follows (in thousands millions):

		Remainder of												
		2023	2024	2025	2026	2027	Thereafter	Total						
Remainder of														
		2024												
		2024												
		2024												
									2025	2026	2027	2028	Thereafter	Total
Operating Activities:	Operating Activities:													
Interest on debt(1)														
Interest on debt(1)														
Interest on debt(1)	Interest on debt(1)	\$ 245,402	\$1,137,309	\$1,029,177	\$ 858,112	\$721,443	\$1,305,138	\$ 5,296,581						
Other(2)	Other(2)	15,650	69,030	95,010	120,684	133,745	927,446	1,361,565						
Investing Activities:	Investing Activities:													

Ship purchase obligations(3)	Ship purchase obligations(3)	2,008,276	1,904,847	2,093,766	1,223,947	—	—	7,230,836
Ship purchase obligations(3)								
Ship purchase obligations(3)								
Total	Total	\$2,269,328	\$3,111,186	\$3,217,953	\$2,202,743	\$855,188	\$2,232,584	\$13,888,982

- (1) Long-term debt obligations mature at various dates through fiscal year 2037 and bear interest at fixed and variable rates. Interest on variable-rate debt is calculated based on forecasted debt balances, including the impact of interest rate swap agreements, using the applicable rate at **September 30, 2023** **March 31, 2024**. Debt denominated in other currencies is calculated based on the applicable exchange rate at **September 30, 2023** **March 31, 2024**.
- (2) Amounts primarily represent future commitments with remaining terms in excess of one year to pay for our usage of certain port facilities, marine consumables, services and maintenance contracts.
- (3) Amounts are based on contractual installment and delivery dates for our ships on order. Included in these figures are **\$6.0 billion** **\$4.4 billion** in final contractual installments, which have committed financing with sovereign guarantees covering 80% of the cost of the ships on order for our Global Brands. Amounts do not include potential obligations which remain subject to cancellation at our sole discretion or any agreements entered for ships on order that remain contingent upon completion of conditions precedent.

Refer to Note 6. *Debt* for maturities related to debt.

Refer to Note 7. *Leases* for maturities related to lease liabilities.

Refer to *Funding Needs and Sources* for discussion on the planned funding of the above material cash requirements.

As a normal part of our business, depending on market conditions, pricing and our overall growth strategy, we continuously consider opportunities to enter into contracts for the building of additional ships. We may also consider the sale of ships or the purchase of existing ships. We continuously consider potential acquisitions and strategic alliances. If any of these were to occur, they would be financed through the incurrence of additional indebtedness, the issuance of additional shares of equity securities or through cash flows from operations.

#### Off-Balance Sheet Arrangements

Refer to Note 5. *Investments and Other Assets* for ownership restrictions related to TUI Cruises.

Refer to Note 3. *Revenues* *Revenue* for credit card processor agreements for export credit agency guarantees.

Refer to Note 8. *Commitments and Contingencies* for other agreements.

As of **September 30, 2023** **March 31, 2024**, other than the items referenced above, we are not party to any other off-balance sheet arrangements, including guarantee contracts, retained or contingent interest, certain derivative instruments and variable interest entities, that either have, or are reasonably likely to have, a current or future material effect on our financial position.

#### Funding Needs and Sources

**Historically**, we have significant contractual obligations of which our debt service obligations and the capital expenditures associated with our ship purchases represent our largest funding needs. As of March 31, 2024, we had \$5.9 billion of committed financing for our ships on order. As of March 31, 2024, our obligations due through March 31, 2025 primarily consisted of \$1.6 billion related to debt maturities, \$1.1 billion related to interest on debt and \$2.0 billion related to progress payments on our ship orders and, based on the expected delivery date, the final installment payable due upon the delivery of *Utopia of the Seas* and *Silver Ray*. We have historically relied on a combination of cash flows provided by operations, draw-downs under our available credit facilities, the incurrence of additional debt and/or the refinancing of our existing debt and the issuance of additional shares of equity securities to fund our obligations.

The Company continually identifies and evaluates actions to maintain adequate liquidity. These include, and are not limited to: reductions in capital expenditures, operating expenses and administrative costs and additional financings. Additionally, we will continue, as appropriate, to pursue various opportunities to raise capital to fund obligations associated with future debt maturities and/or to extend the maturity dates associated with our existing indebtedness or facilities. If needed, actions to raise capital may include issuances of debt, convertible debt or equity in private or public transactions or entering into new or extended credit facilities.

We have significant contractual obligations of which our debt service obligations and the capital expenditures associated with our ship purchases represent our largest funding needs. As of September 30, 2023, we had \$8.2 billion of committed financing for our ships on order.

As of September 30, 2023, our obligations due through September 30, 2024 primarily consisted of \$2.0 billion related to debt maturities, \$1.2 billion related to interest on debt and \$3.9 billion related to progress payments on our ship orders and, based on the expected delivery date, the final installment payable due upon the delivery of *Icon of the Seas*, *Celebrity Ascent*, *Utopia of the Seas*, and *Silver Ray*.

As of **September 30, 2023** **March 31, 2024**, we had liquidity of **\$3.3** **\$3.7** billion, including cash and cash equivalents of **\$0.6 billion** **\$0.4 billion**, and **\$2.7** **\$3.3** billion of undrawn revolving credit facility capacity. We have agreed with certain of our lenders not to pay dividends or engage in stock repurchases unless we repay the remaining principal payments that were deferred under our export credit facilities in 2020 and 2021. Refer to Note 6. *Debt* and Note 9. *Shareholders' Equity* to our consolidated financial statements for further information.

If any person acquires ownership of more than 50% of our common stock or, subject to certain exceptions, during any 24-month period, a majority of our board of directors is no longer comprised of individuals who were members of our board of directors on the first day of such period, we may be obligated to prepay indebtedness outstanding under our credit facilities, which we may be unable to replace on similar terms. Our public debt securities also contain change of control provisions that would be triggered by a third-party acquisition of greater than 50% of our common stock coupled with a ratings downgrade. If this were to occur, it would have an adverse impact on our liquidity and operations.

Based on our assumptions and estimates and our financial condition, we believe that we have sufficient financial resources to fund our obligations for at least the next twelve months from the issuance of these financial statements. However, there is no assurance that our assumptions and estimates are accurate as there is inherent uncertainty in our ability to predict future liquidity requirements. [Refer to Note 1. General, to our consolidated financial statements under Part I. Item 1. Financial Statements for further information.](#)

#### Debt Covenants

Our export credit facilities and our non-export credit facilities, and certain of our credit card processing agreements contain covenants that require us, among other things, to maintain a fixed charge coverage ratio, limit our net debt-to-capital ratio, and maintain a minimum liquidity, and under certain facilities, to maintain a minimum level of shareholders' equity. Our minimum stockholders' equity and maximum net debt-to-capital calculations exclude the impact of *Accumulated other comprehensive loss* on *Total shareholders' equity*. [In 2021 and 2022, the financial covenant levels were modified for 2023 and 2024.](#) As of [September 30, 2023](#) [March 31, 2024](#), we were in compliance with our financial covenants and we estimate that we will be in compliance for at least the next twelve months.

#### Dividends

The declaration of dividends shall at all times be subject to the final determination of our board of directors that a dividend is prudent at that time in consideration of the needs of the business. In the event we declare a dividend or engage in share repurchases, we will need to repay the amounts deferred under our export credit facilities. Accordingly, we have not declared a dividend since the first quarter of 2020.

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

For a discussion of our market risks, refer to Part II, Item 7A. *Quantitative and Qualitative Disclosures About Market Risk* in our Annual Report on Form 10-K for the year ended [December 31, 2022](#) [December 31, 2023](#). There have been no material changes to our exposure to market risks since the date of our [2022](#) [2023](#) Annual Report.

### Item 4. Controls and Procedures

#### Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our President and Chief Executive Officer and Chief Financial Officer, conducted an evaluation of the effectiveness of our disclosure controls and procedures, as such term is defined in Exchange Act Rule 13a-15(e), as of the end of the period covered by this Quarterly Report on Form 10-Q. Based upon such evaluation, our President and Chief Executive Officer and Chief Financial Officer concluded that those controls and procedures are effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to management, including our President and Chief Executive Officer and our Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure and are effective to provide reasonable assurance that such information is recorded, processed, summarized and reported within the time periods specified by the rules and forms of the Securities and Exchange Commission (the "SEC").

#### Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Exchange Act Rule 13a-15(d) during the quarter ended [September 30, 2023](#) [March 31, 2024](#) that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

#### Inherent Limitations on 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 reasonable assurance that our controls will succeed in achieving their goals under all potential future conditions.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

As previously reported, a lawsuit was filed against us in August 2019 in the U.S. District Court for the Southern District of Florida (the "Court") under Title III of the Cuban Liberty and Democratic Solidarity Act, also known as the Helms-Burton Act. The complaint filed by Havana Docks Corporation ("[Havana Docks Action](#)") alleges it holds an interest in the Havana Cruise Port Terminal, which was expropriated by the Cuban government. The complaint further alleges that we trafficked in the terminal by embarking and disembarking passengers at these facilities. The plaintiff seeks all available statutory remedies, including the value of the expropriated property, plus interest, treble damages, attorneys' fees and costs.

The Court entered final judgment in December 2022 in favor of the plaintiff and awarded damages and attorneys' fees to the plaintiff in the aggregate amount of approximately \$112 million. We have appealed the judgment to the United States Court of Appeals for the 11th Circuit. We believe we have meritorious grounds for and intend to vigorously pursue our appeal. During the fourth quarter of 2022, we recorded a charge of approximately \$130.0 million to *Other (expense) income* within our consolidated statements of comprehensive income (loss) related to the Havana Docks Action, including post-judgment interest and related legal defense costs and bonding fees.

In addition, we are routinely involved in claims typical within the cruise vacation industry. The majority of these claims are covered by insurance. We believe the outcome of such claims, net of expected insurance recoveries, will not have a material adverse impact on our financial condition or results of operations and cash flows.

### Item 1A. Risk Factors

[The There have been no material changes from risk factors set forth below and elsewhere previously disclosed in this Quarterly the Company's most recent Annual Report on Form 10-Q are important factors that could cause actual results to differ from expected or historical results. It is not possible to predict or identify all such risks. There may be additional risks that we consider not to be material, or which are not known, and any of these risks could affect our operations. The ordering 10-K. See the discussions of the](#)



Company's risk factors set forth below is not intended to reflect a risk's potential likelihood or magnitude. See under Part I, Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations for a cautionary note regarding forward-looking statements.

#### **Macroeconomic, Business, Market and Operational Risks**

**Adverse economic or other conditions could reduce the demand for cruises and passenger spending, adversely impacting our operating results, cash flows and financial condition including impairing the value of our goodwill, ships, trademarks and other assets and potentially affecting other critical accounting estimates where the impact may be material to our operating results.**

Demand for cruises is affected by international, national, and local economic conditions. Weak or uncertain economic conditions may impact consumer confidence and pose a risk as vacationers postpone or reduce discretionary spending. This, in turn, may result in cruise booking slowdowns, decreased cruise prices and lower onboard revenues. Given the global nature of our business, we are exposed to many different economies, and our business could be negatively impacted by challenging conditions in any of the markets in which we operate, and/or related reactions by our competitors in such markets.

**Our operating costs could increase due to market forces and economic or geopolitical factors beyond our control.**

Our operating costs, including fuel, food, payroll and benefits, airfare, taxes, insurance, and security costs, can be and have been subject to increases due to market forces and economic or geopolitical conditions or other factors beyond our control, including global inflationary pressures, which have increased our operating costs. Increases in these operating costs have affected, and may continue to adversely affect, our future profitability.

In particular, increases in fuel prices have and could continue to materially and adversely affect our business as fuel prices impact not only our fuel costs, but also some of our other expenses, such as crew travel, freight, and commodity prices. Mandatory fuel restrictions may also create uncertainty related to the price and availability of certain fuel types potentially impacting operating costs.

**Price increases for commercial airline services for our guests or major changes or reduction in commercial airline services and/or availability could adversely impact the demand for cruises and undermine our ability to provide reasonably priced vacation packages to our guests.**

Many of our guests depend on scheduled commercial airline services to transport them to or from the ports where our cruises embark or disembark. Increases in the price of airfare would increase the overall price of the cruise vacation to our guests, which may adversely impact demand for our cruises. In addition, changes in the availability and/or regulations governing commercial airline services could adversely affect our guests' ability to obtain air travel, as well as our ability to transfer our guests to or from our cruise ships, which could adversely affect our results of operations.

**Terrorist attacks, war, and other similar events could have a material adverse impact Company's Annual Report on our business and results of operations.**

We are susceptible to a wide range of adverse events, including terrorist attacks, war, conflicts, civil unrest and other hostilities. The occurrence of these events or an escalation in the frequency or severity of them, and the resulting political instability, travel restrictions and advisories and concerns over safety and security aspects of traveling or the fear of any of the foregoing, have had, and could have in the future, a significant adverse impact on demand and pricing in the travel and vacation industry. These events could also result in additional security measures taken by local authorities which have, and may in the future, impact access to ports and/or destinations. In addition, such events have led, and could lead, to disruptions, instability and volatility in global markets, supply chains and industries, increased operating costs, such as fuel and food, and disruptions affecting our newbuild construction and fleet modernization efforts, any of which could materially and adversely impact our business and results of operations. Further, such events could have the effect of heightening the other risks we have described in this report, any of which also could materially and adversely affect our business and results of operations.

**Disease outbreaks and an increase in concern about the risk of illness could adversely impact our business and results of operations, and may cause significant disruptions, create new risks, and exacerbate existing risks.**

Disease outbreaks and increased concern related to illness when traveling to, from, and on our ships such as COVID-19 could cause a drop in demand for cruises, guest cancellations, travel restrictions, an unavailability of ports and/or destinations, cruise cancellations, ship redeployments and an inability to source our crew, provisions or supplies from certain places. In addition, we may be subject to increased concerns that cruises are more susceptible than other vacation alternatives to the spread of infectious diseases. For example, the unprecedented responses by governments and other authorities to control and contain the COVID-19 outbreak, including related variants, led to our voluntary suspension of our global cruise operations starting in March 2020. While we have resumed our global cruise operations, there is no assurance that our cruise operations will continue uninterrupted. In response to disease outbreaks, our industry, including our passengers and crew, may be subject to enhanced health and safety requirements in the future which may be costly and take a significant amount of time to implement across our fleet. For example, local governments may establish their own set of rules for self-quarantines and/or require proof of individuals' health status or vaccination prior to or upon visiting. Based on our assessment of these requirements and recommendations, or for other reasons, we may determine it necessary to cancel or modify certain of our Global Brands' cruise sailings. The impact of any of these factors could have a material adverse effect on our business and results of operations. In addition, any operating or health protocols that we may develop or that may be required by law in the future in response to infectious diseases may be costly to develop and implement and may be less effective than we expected in reducing the risk of infection and spread of such disease on our cruise ships, all of which will negatively impact our operations and expose us to reputational and legal risks.

**Incidents on ships, at port facilities, land destinations and/or affecting the cruise vacation industry in general, and the associated negative media coverage and publicity, have affected and could continue to affect our reputation and impact our sales and results of operations.**

Cruise ships, private destinations, port facilities and shore excursions operated and/or offered by us and third parties may be susceptible to the risk of accidents, illnesses, mechanical failures, environmental incidents and other incidents which could bring into question safety, health, security and vacation satisfaction and negatively impact our sales, operations and reputation. Incidents involving cruise ships, and, in particular the safety, health and security of guests and crew and the media coverage thereof, including those related to the COVID-19 pandemic, have impacted and could continue to impact demand for our cruises and pricing in the industry. In particular, we cannot predict the impact on our financial performance and the public's concern regarding the health and safety of travel, especially by cruise ship, and related decreases in demand for travel and cruising. Moreover, our ability to attract and retain guests and crew depends, in part, upon the perception and reputation of our company and our brands and the public's concerns regarding the health and safety of travel generally, as well as regarding the cruising industry and our ships specifically. Our reputation and our business could also be damaged by continued or additional negative publicity regarding the cruise industry in general, including publicity regarding the spread of contagious disease such as COVID-19, over-tourism in key ports and destinations and the potentially adverse environmental impacts of cruising. The



considerable expansion in the use of social and digital media has compounded the potential scope and reach of any negative publicity. In addition, incidents involving cruise ships may result in additional costs to our business, increasing government or other regulatory oversight and, in certain cases, potential litigation.

**Significant weather, climate events and/or natural disasters could adversely impact our business and results of operations.**

Natural disasters (e.g., earthquakes, volcanos, wildfires), weather and/or climate events (including hurricanes and typhoons) could impact our source markets and operations resulting in travel restrictions, guest cancellations, an inability to source our crew or our provisions and supplies from certain places. We are often forced to alter itineraries and occasionally cancel a cruise or a series of cruises or to redeploy our ships due to these types of events, which could have an adverse effect on our sales, operating costs and profitability in the current and future periods. Increases in the frequency, severity or duration of these types of events could exacerbate their impact and disrupt our operations or make certain destinations less desirable or unavailable impacting our revenues and profitability further. Any of the foregoing could have an adverse impact on our results of operations and on industry performance.

**Our sustainability activities, including environmental, social and governance (ESG) matters, could result in reputational risks, increased costs and other risks.**

Customers, investors, lenders, regulators and other industry stakeholders have placed increasing importance on corporate ESG practices and on the implications and social cost of their investments, which could cause us to incur additional costs and changes to our operations. If our ESG practices or disclosures do not meet stakeholders' evolving expectations and standards, our customer and employee retention, our access to certain types of capital, including export credit financing, and our brands and reputation may be negatively impacted, which could affect our business operations and financial condition. We could also incur additional costs and require additional resources to monitor, report and comply with various ESG practices, which could increase our operating costs and affect our results of operations and financial condition.

In addition, from time to time, we communicate certain initiatives regarding climate change and other ESG matters. We could fail or be perceived to fail to achieve such initiatives, which may negatively affect our reputation. The future adoption of new technology or processes to achieve the initiatives could also result in the impairment of existing assets.

**Our reliance on shipyards, their subcontractors and our suppliers to implement our newbuild and ship upgrade programs and to repair and maintain our ships exposes us to risks which could adversely impact our business.**

We rely on shipyards, their subcontractors and our suppliers to effectively construct our new ships and to repair, maintain, and upgrade our existing ships on a timely basis and in a cost effective manner. There are a limited number of shipyards with the capability and capacity to build, repair, maintain and/or upgrade our ships. As such, any disruptions affecting the newbuild or fleet modernization supply chain will adversely impact our business as there are limited substitutes.

Suspensions and/or slowdowns of work at shipyards, have impacted and could continue to impact our ability to construct new ships as planned, our ability to timely and cost-effectively procure new capacity, and our ability to execute scheduled drydocks and/or fleet modernizations. For instance, the effects of the COVID-19 pandemic on the shipyards, their subcontractors, and our suppliers have resulted in delays in our previously scheduled ship deliveries. Variations from our plan could have a significant negative impact on our business operations and financial condition.

Building, repairing, maintaining and/or upgrading a ship is sophisticated work that involves significant risks. Material increases in commodity and raw material prices, and other cost pressures impacting the construction of a new ship, such as the cost of labor and financing, could adversely impact the shipyard's ability to build the ship on a cost-effective basis. We may be impacted if shipyards, their subcontractors, and/or our suppliers encounter financial difficulties, supply chain, technical or design problems when building or repairing a ship. These problems have impacted and may in the future impact the timely delivery or cost of new ships or the ability of shipyards to repair and upgrade our fleet in accordance with our needs or expectations. In addition, delays, mechanical faults and/or unforeseen incidents may result in cancellation of cruises or delays of new ship orders or necessitate unscheduled drydocks. Such events could result in lost revenue, increased operating expenses, or both, and thus adversely affect our results of operations.

**An increase in capacity worldwide or excess capacity in a particular market could adversely impact our cruise sales and/or pricing.**

Although our ships can be redeployed, cruise sales and/or pricing may be impacted by the introduction of new ships into the marketplace, reductions in cruise capacity, overall market growth and deployment decisions of ourselves and our competitors. As of September 30, 2023, a total of 56 new ships with approximately 129,408 berths were on order for delivery through 2028 in the cruise industry, including 10 ships currently scheduled to be delivered to our Global and Partner Brands.

The further net growth in capacity from these new ships and future orders, without an increase in the cruise industry's demand and/or share of the vacation market, could depress cruise prices and impede our ability to achieve yield improvement.

In addition, to the extent that we or our competitors deploy ships to a particular itinerary/region and the resulting capacity in that region exceeds the demand, it may negatively affect our pricing and profitability. Any of the foregoing could have an adverse impact on our results of operations, cash flows and financial condition, including potentially impairing the value of our ships and other assets.

**Unavailability of ports of call may adversely affect our results of operations.**

We believe that port destinations are a major reason why guests choose to go on a particular cruise or on a cruise vacation. The availability of ports and destinations is affected by a number of factors, including industry demand and competition for key ports and destinations, existing capacity constraints, constraints related to the size of certain ships, security, financial limitations on port development, exclusivity arrangements that ports may have with our competitors, geopolitical developments, local governmental regulations, environmental regulations, and governmental response to disease outbreaks. Higher fuel costs also may adversely impact the destinations on certain of our itineraries as they become too costly to include.

In addition, certain ports and destinations have faced a surge of both cruise and non-cruise tourism which, in certain cases, has fueled anti-tourism sentiments and related countermeasures to limit the volume of tourists allowed in these destinations. In certain destinations, countermeasures to limit the volume of tourists have been contemplated and/or put into effect, including proposed limits on cruise ships and cruise passengers, which could limit the itinerary and destination options we can offer our passengers going forward.

Increased demand and competition for key ports of call or destinations, limitations on the availability or feasibility of use of specific ports of call and/or constraints on the availability of shore excursions and other service providers at such ports or destinations could adversely affect our operations and financial results.

**We may lose business to competitors throughout the vacation market.**

We operate in the vacation market and cruising is one of many alternatives for people choosing a vacation. We, therefore, risk losing business not only to other cruise lines, but also to other vacation operators, which provide other leisure options, including hotels, resorts, internet-based alternative lodging sites and package holidays and tours.

We face significant competition from other cruise lines on the basis of cruise pricing, travel advisor preference and also in terms of the nature of ships, services and destinations that we offer to guests. Our revenues are sensitive to the actions of other cruise lines in many areas including pricing, scheduling, capacity and promotions, which can have a substantial adverse impact not only on our revenues, but also on overall industry revenues.

In the event that we do not effectively market or differentiate our cruise brands from our competitors or otherwise compete effectively with other vacation alternatives and new or existing cruise companies, our results of operations and financial position could be adversely affected.

***If we are unable to appropriately manage our cost and capital allocation strategies with our goal of satisfying guest expectations, it may adversely impact our business success.***

We strive to provide high quality products and deliver high quality services. There can be no assurance that we can successfully balance these goals with our cost management and capital allocation strategies. Our business also requires us to make capital allocation decisions across a broad scope of investment options with varying return profiles and time horizons for value realization. These include significant capital investment decisions such as ordering new ships, upgrading our existing fleet, enhancing our technology and/or data capabilities and expanding our portfolio of land-based assets, based on expected market preferences, competition and projected demand. There can be no assurance that our strategies will be successful, which could adversely impact our business, financial condition and results of operations. For example, our ownership and operation of older tonnage, in particular during the business disruption caused by COVID-19, has resulted in impaired asset values due to expected returns less than the carrying value of the assets.

***Our attempts to expand our business into new markets and new ventures may not be successful.***

We opportunistically seek to grow our business through, among other things, expansion into new destinations or source markets and establishment of new ventures complementary to our current offerings. These attempts to expand our business increase the complexity of our business, require significant levels of investment and can strain our management, personnel, operations and systems. In addition, we may be unable to execute our attempts to expand our business. There can be no assurance that these business expansion efforts will develop as anticipated or that we will succeed, and if we do not, we may be unable to recover our investment, which could adversely impact our business, financial condition and results of operations.

***Risks associated with our development and operation of key land-based destination projects may adversely impact our business or results of operations.***

We have invested, either directly or indirectly through joint ventures and partnerships, in a growing portfolio of key land-based projects including port and terminal facilities, private destinations and multi-brand destination projects. These investments can increase our exposure to certain key risks depending on the scope, location, and the ownership and management structure of these projects. These risks include susceptibility to weather events, exposure to local political/regulatory developments and policies, logistical challenges and human resource and labor risks and safety, environmental, and health risks, including challenges posed by the COVID-19 pandemic and its effects locally where we have these projects and relationships.

***Our reliance on travel advisors to sell and market our cruises exposes us to certain risks which could adversely impact our business.***

We rely on travel advisors to generate bookings for our ships. Accordingly, we must maintain competitive commission rates and incentive structures. If we fail to offer competitive compensation packages or fail to maintain our relationships, these agencies may be incentivized to sell cruises offered by our competitors, which could adversely impact our operating results. Our reliance on third-party sellers is particularly pronounced in certain markets. In addition, the travel advisor community is sensitive to economic conditions that impact discretionary income of consumers. Significant disruptions, such as those caused by the COVID-19 pandemic, or contractions in the industry could reduce the number of travel advisors available for us to market and sell our cruises, which could have an adverse impact on our financial condition and results of operations. Additionally, the strength of our recovery from suspended operations could be delayed if we are not aligned and partnered with key travel advisors.

***Business activities that involve our co-investments with third parties may subject us to additional risks.***

Partnerships, joint ventures and other business structures involving our co-investments with third parties generally include some form of shared control over the operations of the business and create additional risks, including the possibility that other investors in such ventures become bankrupt or otherwise lack the financial resources to meet their obligations or could have or develop business interests, policies or objectives that are inconsistent with ours. In addition to financial risks, our co-investment activities have also presented managerial and operational risks and expose us to reputational or legal concerns. These or other issues related to our co-investments with third parties could adversely impact our operations or liquidity. Further, due to the arrangements we have in place with our partners in these ventures, we are limited in our ability to control the strategy of these ventures, or their use of capital and other key factors to their results of operation, which could adversely affect our investments and impact our results of operations.

***Past or pending business acquisitions or potential acquisitions that we may decide to pursue in the future carry inherent risks which could adversely impact our financial performance and condition.***

The Company, from time to time, has engaged in acquisitions and may pursue acquisitions in the future, which are subject to, among other factors, the Company's ability to identify attractive business opportunities and to negotiate favorable terms for such opportunities. Accordingly, the Company cannot make any assurances that potential acquisitions will be completed timely or at all, or that if completed, we would realize the anticipated benefits of such acquisitions. Acquisitions also carry inherent risks such as, among others: (i) the potential delay or failure of our efforts to successfully integrate business processes and realizing expected synergies; (ii) difficulty in aligning procedures, controls and/or policies; and (iii) future unknown liabilities and costs that may be associated with an acquisition. In addition, acquisitions may adversely impact our liquidity and/or debt levels, and the recognized value of goodwill and other intangible assets can be negatively affected by unforeseen events and/or circumstances, which may result in an impairment charge. Any of the foregoing events could adversely impact our financial condition and results of operations.

***We rely on supply chain vendors and third-party service providers who are integral to the operations of our businesses. These vendors and service providers may be unable or unwilling to deliver on their commitments or may act in ways that could harm our business.***

We rely on supply chain vendors to deliver key products to the operations of our businesses around the world. Any event impacting a vendor's ability to deliver goods of the expected quality at the location and time needed could negatively impact our ability to deliver our cruise experience. Events impacting our supply chain could be caused by factors beyond the control of our suppliers or us, including inclement weather, natural disasters, new laws and regulations, labor actions, increased demand, problems in production or distribution, cybersecurity events, and/or disruptions in third-party logistics or transportation systems, including those caused by the COVID-19 pandemic. Any such interruptions to

our supply chain could increase our costs and could limit the availability of products critical to our operations. In addition, increased regulation or stakeholder expectations regarding sourcing practices, or supplier conduct that does not meet such standards, could cause our operating costs to increase or result in publicity that negatively affects our reputation.

In order to achieve cost and operational efficiencies, we outsource to third-party vendors certain services that are integral to the operations of our global businesses, such as our onboard concessionaires, certain of our call center operations, guest port services, logistics distribution and operation of a large part of our information technology systems. We are subject to the risk that certain decisions are subject to the control of our third-party service providers and that these decisions may adversely affect our activities. A failure to adequately monitor a third-party service provider's compliance with a service level agreement or regulatory or legal requirements could result in significant economic and reputational harm to us. There is also a risk the confidentiality, privacy and/or security of data held by third parties or communicated over third-party networks or platforms could become compromised.

**The potential unavailability of insurance coverage, an inability to obtain insurance coverage at commercially reasonable rates or our failure to have coverage in sufficient amounts to cover our incurred losses may adversely affect our financial condition or results of operations.**

We seek to maintain appropriate insurance coverage at commercially reasonable rates. We normally obtain insurance based on the cost of an asset rather than replacement value, and we also elect to self-insure, co-insure, or use deductibles in certain circumstances for certain risks such as loss of use of a ship or other business interruption. The limits of insurance coverage we purchase are based on the availability of the coverage, evaluation of our risk profile and cost of coverage. We do not carry business interruption insurance and accordingly we have no insurance coverage for loss of revenues or earnings from our ships or other operations. Accordingly, we are not protected against all risks and cannot be certain that our coverage will be adequate for liabilities actually incurred which could result in an unexpected decrease in our revenue and results of operations in the event of an incident.

We are members of four Protection and Indemnity ("P&I") clubs, which are part of a worldwide group of 12 P&I clubs, known as the International Group of P&I Clubs (the "IG"). P&I coverage provided by the clubs is on a mutual basis, and we are subject to additional premium calls in the event of a catastrophic loss incurred by any member of the 12 P&I clubs, whereby the reinsurance limits purchased by the IG are exhausted. We are also subject to additional premium calls based on investment and underwriting shortfalls experienced by our own individual insurers.

We cannot be certain that insurance and reinsurance coverage will be available to us and at commercially reasonable rates in the future or at all or, if available, that it will be sufficient to cover potential claims. Additionally, if we or other insureds sustain significant losses, the result may be higher insurance premiums, cancellation of coverage, or the inability to obtain coverage. Such events could adversely affect our financial condition or results of operations.

**Disruptions in our shoreside or shipboard operations or our information systems may adversely affect our results of operations.**

Our principal executive office and principal shoreside operations are located in Florida, and we have shoreside offices throughout the world. Actual or threatened natural disasters (e.g., hurricanes/typhoons, earthquakes, tornadoes, fires or floods), municipal lockdowns, curfews, quarantines, or similar events in these locations may have a material impact on our business continuity, reputation and results of operations. In addition, substantial or repeated information system failures, computer viruses or cyber attacks impacting our shoreside or shipboard operations could adversely impact our business. We do not generally carry business interruption insurance for our shoreside or shipboard operations or our information systems. As such, any losses or damages incurred by us could have an adverse impact on our results of operations.

**Provisions of our Articles of Incorporation, By-Laws and Liberian law could inhibit a change of control and may prevent efforts by our shareholders to change our management.**

Certain provisions of our Articles of Incorporation and By-Laws and Liberian law may inhibit third parties from effectuating a change of control of the Company without approval from our board of directors which could result in the entrenchment of current management. These include provisions in our Articles of Incorporation that prevent third parties, other than A. Wilhelmsen AS and Cruise Associates and their permitted transferees, from acquiring beneficial ownership of more than 4.9% of our outstanding shares without the consent of our board of directors.

**We may not be able to achieve our fiscal 2025 financial and climate-related performance goals.**

In November 2022, we announced that we are targeting certain financial and climate-related performance goals for fiscal 2025. Our ability to achieve these goals is dependent on a number of factors, including the other risk factors described in this section. If we are not able to achieve these goals, the price of our common stock and reputation may be negatively affected.

## Financial Risks

**We may not be able to obtain sufficient financing or capital for our needs or may not be able to do so on terms that are acceptable or consistent with our expectations.**

To fund our capital expenditures (including new ship orders), operations and scheduled debt payments, we have historically relied on a combination of cash flows provided by operations, drawdowns under available credit facilities, the incurrence of additional indebtedness and the sale of equity or debt securities in private or public securities markets. Any circumstance or event which leads to a decrease in consumer cruise spending, such as worsening global economic conditions or significant incidents impacting the cruise industry, such as the COVID-19 pandemic, negatively affects our operating cash flows. As result of the COVID-19 pandemic and the resulting suspension of our operations, we have experienced credit rating downgrades, which have reduced our ability to incur secured indebtedness by reducing the amount of indebtedness that we are permitted to secure, and may negatively impact our access to, and cost of, debt financing. Additionally, our ability to raise additional financing, whether or not secured, could be limited if our credit rating is further downgraded, and/or if we fail to comply with applicable covenants governing our outstanding indebtedness, and/or if overall financial market conditions worsen.

Our ability to access additional funding as and when needed, our ability to timely refinance and/or replace our outstanding debt securities and credit facilities on acceptable terms and our cost of funding will depend upon numerous factors including, but not limited to, the strength of the financial markets, global market conditions, including inflationary pressures, interest rate fluctuations, our recovery and financial performance, the recovery and performance of our industry in general and the size, scope and timing of our financial needs. In addition, even where financing commitments have been secured, significant disruptions in the capital and credit markets could cause our banking and other counterparties to breach their contractual obligations to us or could cause the conditions to the availability of such funding not to be satisfied. This could include failures of banks or other financial service companies to fund required borrowings under our loan agreements or to pay us amounts that may become due or return collateral that is refundable under our interest rate derivative instruments or other agreements. If any of the foregoing occurs for a prolonged period of time it will have a long-term negative impact on our cash flows and our ability to meet our financial obligations.

**Our substantial debt requires a significant amount of cash to service and could adversely affect our financial condition.**

We have a substantial amount of debt and significant debt service obligations. As of September 30, 2023, we had total debt of \$20.0 billion. Our substantial debt has required us to dedicate a large portion of our cash flow from operations to service debt and fund repayments on our debt, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate expenses.

Our ability to make future scheduled payments on our debt service obligations or refinance our debt depends on our future operating and financial performance and ability to generate cash. This will be affected by our ability to successfully implement our business strategy, as well as general economic, financial, competitive, regulatory and other factors beyond our control, such as the disruption caused by the COVID-19 pandemic. If we cannot generate sufficient cash to meet our debt service obligations or fund our other business needs, we may, among other things, need to refinance all or a portion of our debt, obtain additional financing, delay planned capital expenditures or sell assets. We cannot assure that we will be able to generate sufficient cash through any of the foregoing. If we are not able to refinance any of our debt, obtain additional financing or sell assets on commercially reasonable terms or at all, we may not be able to satisfy our obligations with respect to our debt.

Our substantial debt could also result in other negative consequences for us. For example, it could increase our vulnerability to adverse general economic or industry conditions; limit our flexibility in planning for, or reacting to, changes in our business or the industry in which we operate; place us at a competitive disadvantage compared to our competitors that have less debt; make us more vulnerable to downturns in our business, the economy or the industry in which we operate; limit our ability to raise additional debt or equity capital in the future to satisfy our requirements relating to working capital, capital expenditures, development projects, strategic initiatives or other purposes; restrict us from making strategic acquisitions, introducing new technologies or exploiting business opportunities; limit or restrict our ability to obtain and maintain performance bonds to cover our financial responsibility requirements in various jurisdictions for non-performance of guest travel, casualty and personal injury; make it difficult for us to satisfy our obligations with respect to our debt; and increase our exposure to the risk of increased interest rates as certain of our borrowings are (and may in the future be) at a variable rate of interest.

***Despite our leverage, we may incur more debt, which could adversely affect our business.***

We may incur substantial additional debt in the future. Except [Form 10-K](#) for the restrictions under the indentures governing our Secured Notes, our Priority Guaranteed Notes, and certain of our other debt instruments, including our unsecured bank and export credit facilities, we are not restricted under the terms of our debt instruments from incurring additional debt. Although the indentures governing the Secured Notes, the Priority Guaranteed Notes, and certain of our other debt instruments, including our unsecured bank and export credit facilities, contain restrictions on the incurrence of additional debt, these restrictions are subject to a number of significant qualifications and exceptions, and under certain circumstances the amount of debt that could be incurred in compliance with these restrictions could be substantial. If new debt is added to our existing debt levels, the related risks that we now face would increase. Additionally, there is no guarantee that financing will be available in the future or that such financing will be available with similar terms or terms that are commercially acceptable to us. As of September 30, 2023, we have commitments for approximately \$8.2 billion of debt to finance the purchase of 7 ships on order by our Royal Caribbean International, Celebrity Cruises and Silversea Cruises brands, all of which are guaranteed by the export credit agencies in the countries in which the ships are being built. The ultimate size of each facility will depend on the final contract price (including change orders and owner's supply) as well as fluctuations in the EUR/USD exchange rate. Refer to Note 6 *fiscal year ended December 31, 2023*. Debt to our consolidated financial statements under Item 1. *Financial Statements* for further information regarding our "Secured Notes" and "Priority Guaranteed Notes".

***We are subject to restrictive debt covenants that may limit our ability to finance our future operations and capital needs and to pursue business opportunities and activities. In addition, if we fail to comply with any of these restrictions, it could have a material adverse effect on us.***

Certain of our debt instruments, including our indentures and our unsecured bank and export credit facilities, limit our flexibility in operating our business. For example, certain of our loan agreements and indentures restrict or limit our and our subsidiaries' ability to, among other things, incur or guarantee additional indebtedness; pay dividends or distributions on, or redeem or repurchase capital stock and make other restricted payments; make investments; consummate certain asset sales; engage in certain transactions with affiliates; grant or assume certain liens; and consolidate, merge or transfer all or substantially all of our assets. In addition, both our export credit facilities and our non-export credit facilities contain covenants that require us, among other things, to maintain a minimum liquidity, a specified minimum fixed charge coverage ratio, and limit our net debt-to-capital ratio. In addition, our ECA facilities also require us to maintain a minimum stockholders' equity. Refer to Note 6. Debt to our consolidated financial statements under Item 1. *Financial Statements* for further discussion on our covenants and existing waivers.

All of these limitations are subject to significant exceptions and qualifications. Despite these exceptions and qualifications, we cannot assure you that the operating and financial restrictions and covenants in certain of our debt instruments will not adversely affect our ability to finance our future operations or capital needs or engage in other business activities that may be in our interest. Any future indebtedness may include similar or other restrictive terms and we may be required to further encumber our assets. In addition, our ability to comply with these covenants and restrictions may be affected by events beyond our control. These include prevailing economic, financial and industry conditions. If we breach any of these covenants or restrictions, we could be in default under such indebtedness and certain of our other debt instruments, and the relevant debt holders or lenders could elect to declare the debt, together with accrued and unpaid interest and other fees, if any, immediately due and payable and proceed against any collateral securing that debt. If the debt under certain of our debt instruments that we enter into were to be accelerated, our liquid assets may be insufficient to repay in full such indebtedness. Borrowings under other debt instruments that contain cross-default provisions also may be accelerated or become payable on demand. In these circumstances, our assets may not be sufficient to repay in full that indebtedness and our other indebtedness then outstanding.

In addition, our ability to maintain our credit facilities may also be impacted by changes in our ownership base. More specifically, we may be required to prepay our non-ECA and ECA facilities if any person acquires ownership of more than 50% of our common stock or, subject to certain exceptions, during any 24-month period, a majority of our board of directors is no longer comprised of individuals who were members of our board of directors on the first day of such period. Our debt securities also contain change of control provisions that would be triggered by a third-party acquisition of greater than 50% of our common stock coupled with a ratings downgrade, which would require us to offer to repurchase our debt securities in the event of such change of control.

***If we elect to settle conversions of our convertible notes in shares of our common stock or a combination of cash and shares of our common stock, conversions of our convertible notes will result in dilution for our existing shareholders. Furthermore, new equity or convertible debt issuances will also result in dilution for our existing shareholders.***

We have an aggregate principal amount of \$1.4 billion in convertible notes outstanding. If note holders elect to convert, the notes will be converted into our shares of common stock, cash, or a combination of common stock and cash, at our discretion. After August 15, 2023, and May 15, 2025, our convertible notes issued in October 2020, and August 2022, respectively, will be convertible at the option of holders until the close of business on the second scheduled trading day immediately preceding their maturity date. Conversions of our convertible notes into shares of our common stock or a combination of common stock and cash, will result in dilution to our shareholders. Additionally, if we raise

additional funds through equity or convertible debt issuances, our shareholders could experience dilution of their ownership interest, and these equity or convertible debt securities could have rights, preferences, and privileges that are superior to that of holders of our common stock.

***We did not declare quarterly dividends on our common stock in the quarter ended September 30, 2023 and do not expect to pay dividends on our common stock for the foreseeable future.***

We have not declared a dividend since the first quarter of 2020. We expect that any income received from operations will be devoted to our future operations and recovery. We do not expect to pay cash dividends on our common stock for the foreseeable future. In addition, in the event we thereafter declare a dividend, we will need to repay our amounts deferred under the export credit facilities. Payment of dividends would, in any case, depend upon our profitability at the time, cash available for those dividends, and other factors as our board of directors may consider relevant.

## **Compliance and Regulatory Risks**

***Changes in U.S. or other countries' foreign travel policy have affected, and may continue to affect our results of operations.***

Changes in U.S. and other countries' foreign policy have in the past and could in the future result in the imposition of travel restrictions or travel bans on persons to certain countries or result in the imposition of travel advisories, warnings, rules, regulations or legislation exposing us to penalties or claims of monetary damages. In addition, some countries have adopted restrictions against U.S. travelers, and we currently cannot predict when those restrictions will be eased. The timing and scope of these changes and regulations can be unpredictable, and they could cause us to cancel scheduled sailings, possibly on short notice, or could result in litigation against us. This, in turn, could decrease our revenue, increase our operating costs and otherwise impair our profitability.

***Factors associated with climate change, including an increasing global regulatory focus, could adversely affect our business.***

There is increasing global regulatory focus on climate change, greenhouse gas and other emissions. These regulatory efforts, both internationally and in the U.S., are still developing, including the international alignment of such efforts, and we cannot yet determine what the final regulatory programs or their impact will be on our business. However, such climate change-related regulatory activity in the future may adversely affect our business and financial results by requiring us to reduce our emissions, pay for our emissions, modify our itineraries and may increase our exposure, if any, to climate change-related litigation. Such activity may also impact us by increasing our operating costs, including fuel costs. For example, the European Union has proposed and enacted parts of a series of significant carbon reforms under its Fit for 55 package designed to meet its 2030 emission goals, which would require us, among other things, to increase the use of low carbon fuel onboard our vessels as well as connectivity to shore power. Part of the reforms that were enacted includes updates to the European Union Emission Trading System that imposes requirements on us to purchase carbon emission allowances for our emissions beginning in 2024. In addition, the U.S. and various state and foreign government or regulatory agencies have enacted, or may enact, environmental regulations or policies, such as requiring the use of low sulfur fuels (e.g., IMO Sulfur Limit) or the incoming carbon intensity indicator regulation, that have or could increase our direct cost to operate in certain markets, increase our cost of fuel, limit the supply of compliant fuel, cause us to incur significant expenses to purchase and/or develop new equipment and adversely impact the cruise vacation industry. If enacted, these regulations may individually or collectively have a material adverse effect on our business and results of operations due to increased costs associated with compliance and modified itineraries in the affected regions.

There has also been growing environmental scrutiny of the environmental impact of the cruise vacation industry, and some environmental groups are advocating for more stringent regulation of ship emissions at berth and at sea. This negative publicity of the cruise industry and any related measures may lead to changes in consumer preferences, such as methods or frequency of travel, which could adversely impact our operations and financial results and subject us to reputational impacts and costs.

***Labor, health and safety, financial responsibility and other maritime regulations and measures could affect operations and increase operating costs.***

We are subject to various international, national, state and local laws, regulations and treaties that govern, among other things, discharge from our ships, safety standards applicable to our ships, treatment of disabled persons, health and sanitary standards applicable to our guests, security standards on board our ships and at the ship/port interface areas, and financial

responsibilities to our guests. These issues are, and we believe will continue to be, an area of focus by the relevant authorities throughout the world. This could result in the enactment of more stringent regulation of cruise ships that could subject us to increasing compliance costs in the future and may increase our exposure, if any, to environmental-related litigation.

***A change in our tax status under the U.S. Internal Revenue Code, or other jurisdictions, may have adverse effects on our results of operations.***

Royal Caribbean Cruises Ltd. and a number of our subsidiaries are foreign corporations that derive income from a U.S. trade or business and/or from sources within the U.S. In connection with the year end audit, each year, Faegre Drinker Biddle & Reath LLP, our U.S. tax counsel, delivers to us an opinion, based on certain representations and assumptions set forth in it, to the effect that this income, to the extent derived from or incidental to the international operation of a ship or ships, is excluded from gross income for U.S. federal income tax purposes pursuant to Section 883 of the Internal Revenue Code. We believe that most of our income (including that of our subsidiaries) is derived from or incidental to the international operation of ships.

Our ability to rely on Section 883 could be challenged or could change in the future. Provisions of the Internal Revenue Code, including Section 883, are subject to legislative change at any time. Moreover, changes could occur in the future with respect to the identity, residence or holdings of our direct or indirect shareholders, trading volume or trading frequency of our shares, or relevant foreign tax laws of Liberia or the Bahamas, such that they no longer qualify as equivalent exemption jurisdictions, that could affect our eligibility for the Section 883 exemption. Accordingly, there can be no assurance that we will continue to be exempt from U.S. income tax on U.S. source shipping income in the future. If we were not entitled to the benefit of Section 883, we and our subsidiaries would be subject to U.S. taxation on a portion of the income derived from or incidental to the international operation of our ships, which would reduce our net income.

Additionally, portions of our business are operated by companies that are within the United Kingdom tonnage tax regime. Further, some of our operations are conducted in jurisdictions where we rely on tax treaties to provide exemption from taxation. To the extent the United Kingdom tonnage tax laws change or we do not continue to meet the applicable qualification requirements or if tax treaties are changed or revoked, we may be required to pay higher income tax in these jurisdictions, adversely impacting our results of operations.

Numerous countries are considering implementation of the OECD's 15% global minimum tax, which may materially impact us. In addition, as budgetary constraints may adversely impact fiscal policy in the jurisdictions in which we operate, we may be subject to changes in our existing tax treatment or other tax reform, as well as increased tax audits.



***We are not a U.S. corporation and, as a result, our shareholders may be subject to the uncertainties of a foreign legal system in protecting their interests.***

Our corporate affairs are governed by our Articles of Incorporation and By-Laws and by the Business Corporation Act of Liberia. The provisions of the Business Corporation Act of Liberia resemble provisions of the corporation laws of a number of states in the U.S. However, there are very few judicial cases in Liberia interpreting the Business Corporation Act of Liberia. While the Business Corporation Act of Liberia provides that it is to be applied and construed to make the laws of Liberia, with respect of the subject matter of the Business Corporation Act of Liberia, uniform with the laws of the State of Delaware and other states with substantially similar legislative provisions (and adopts their case law to the extent it is non-conflicting), there have been few Liberian court cases interpreting the Business Corporation Act of Liberia, and we cannot predict whether Liberian courts would reach the same conclusions as United States courts. We understand that legislation has been proposed but not yet adopted by the Liberian legislature which amends the provisions regarding the adoption of non-Liberian law to, among other things, provide for the adoption of the statutory and case law of Delaware and not also states with substantially similar legislative provisions, and potentially provide the courts of Liberia discretion in application of non-statutory corporation law of Delaware in cases when the laws of Liberia are silent. The right of shareholders to bring a derivative action in Liberian courts may be more limited than in U.S. jurisdictions. There may also be practical difficulties for shareholders attempting to bring suit in Liberia, and Liberian courts may or may not recognize and enforce foreign judgments. Thus, our shareholders may have more difficulty challenging actions taken by management, directors or controlling shareholders than would shareholders of a corporation incorporated in a U.S. jurisdiction.

#### **General Risk Factors**

##### ***Conducting business globally results in increased costs and other risks.***

We operate our business globally, which exposes us to a number of risks, including increased exposure to a wider range of regional and local economic conditions, volatile local political conditions, potential changes in duties and taxes, including changing and/or uncertain interpretations of existing tax laws and regulations, required compliance with additional laws and policies affecting cruising, vacation or maritime businesses or governing the operations of foreign-based companies, currency fluctuations, interest rate movements, difficulties in operating under local business environments, port quality and availability in certain regions, U.S. and global anti-bribery laws and regulations, imposition of trade barriers and restrictions on repatriation of earnings.

Our future growth strategies increasingly depend on the growth and sustained profitability of international markets. Factors that will be critical to our success in these markets include our ability to continue to raise awareness of our products and our ability to adapt our offerings to best suit rapidly evolving consumer demands. The execution of our planned growth strategies is dependent on meeting the governmental and regulatory measures and policies in each of these markets. Our ability to realize our future growth strategy is highly dependent on our ability to satisfy country-specific policies and requirements, as well as meet the needs of region-specific consumer preferences. These factors may cause us to reevaluate some of our international business strategies.

Operating globally also exposes us to numerous and sometimes conflicting legal, regulatory and tax 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 cannot guarantee consistent interpretation, application, and enforcement of newly issued rules and regulations, which could place limits on our operations or increase our costs, as well as negatively impact our future growth strategies in our key growth markets. We must adhere to policies designed to promote legal and regulatory compliance as well as applicable laws and regulations. However, we might not be successful in ensuring that our employees, agents, representatives and other third parties with whom we associate properly adhere to applicable laws and regulations. In addition, we may be exposed to the risk of penalties and other liabilities if we fail to comply with all applicable legal and regulatory requirements. Failure by us, our employees or any of these third parties to adhere to our policies or applicable laws or regulations could result in penalties, sanctions, damage to our reputation and related costs, which in turn could negatively affect our results of operations and cash flows.

As a global operator, our business also may be impacted by changes in U.S. policy or priorities in areas such as trade, immigration and/or environmental or labor regulations, among others. Depending on the nature and scope of any such changes, they could impact our domestic and international business operations. Any such changes, and any international response to them, could potentially introduce new barriers to passenger or crew travel and/or cross border transactions, impact our guest experience and/or increase our operating costs.

If we are unable to address these risks adequately, our financial position and results of operations could be adversely affected, including impairing the value of our ships and other assets.

***The terms of our existing debt financing gives, and any future preferred equity or debt financing may give, holders of any preferred securities or debt securities rights that are senior to rights of our common shareholders.***

The holders of our existing debt have rights, preferences and privileges senior to those of holders of our common stock in the event of liquidation. If we incur additional debt or raise equity through the issuance of preferred stock or convertible securities, the terms of the debt or the preferred stock issued may give the holders rights, preferences and privileges senior to those of holders of our common stock, particularly in the event of liquidation. If we raise funds through the issuance of additional equity, the ownership percentage of our existing shareholders would be diluted.

##### ***Fluctuations in foreign currency exchange rates, fuel prices and interest rates could affect our financial results.***

We are exposed to market risk attributable to changes in foreign currency exchange rates, fuel prices and interest rates. Significant changes in any of the foregoing could have a material impact on our financial results, net of the impact of our hedging activities and natural offsets. Our operating results have been and will continue to be impacted, often significantly, by changes in each of these factors.

A portion of our indebtedness bears interest at variable rates that are linked to changing market interest rates. As a result, an increase in market interest rates would increase our interest expense and our debt service obligations. As of September 30, 2023, we had approximately \$3.1 billion of indebtedness that bears interest at variable rates, which is net of our interest rate swap agreements. This amount represented approximately 15.3% of our total indebtedness. As of September 30, 2023, a hypothetical 1% increase in prevailing interest rates would increase our forecasted 2023 interest expense by approximately \$4.5 million. Additionally, the value of our earnings in foreign currencies is adversely impacted by a strong U.S. dollar.

##### ***Any further impairment of our goodwill, long-lived assets, equity investments and notes receivable could adversely affect our financial condition and operating results.***

We evaluate goodwill for impairment on an annual basis, or more frequently when circumstances indicate that the carrying value of a reporting unit may not be recoverable. A challenging operating environment, conditions affecting consumer demand or spending, the deterioration of general macroeconomic conditions, expected ship deliveries, or other factors could result in a change to the future cash flows we expect to derive from our operations. Reductions of cash flows used in the valuation analyses may result in the recording of impairments, which could adversely affect our financial condition and operating results.

***The loss of key personnel, our inability to recruit or retain qualified personnel, or disruptions among our shipboard personnel could adversely affect our results of operations.***

Our success depends, in large part, on the skills and contributions of key executives and other employees and on our ability to recruit, develop and retain high quality personnel as well as having adequate succession plans and back-up operating plans for when critical executives are unable to serve. As demand for qualified personnel in the industry grows, we must continue to effectively recruit, train, motivate and retain our employees, both shoreside and on our ships, in order to effectively compete in our industry, maintain our current business and support our projected global growth.

We have in the past and may in the future experience difficulty recruiting and retaining qualified personnel primarily due to competitive labor markets. A prolonged shortage of qualified personnel and/or increased turnover may inhibit our ability to operate our business in an optimal manner, and may result in increased costs if we need to hire temporary personnel, and/or increased wages and/or benefits in order to attract and retain employees, all of which may negatively impact our results of operations.

As of September 30, 2023, approximately 87% of our shipboard employees were covered by collective bargaining agreements. A dispute under our collective bargaining agreements could result in a work stoppage of those employees covered by the agreements. We may not be able to satisfactorily renegotiate these collective bargaining agreements when they expire. In addition, existing collective bargaining agreements may not prevent a strike or work stoppage on our ships. We may also be subject to or affected by work stoppages unrelated to our business or collective bargaining agreements. Any such work stoppages or potential work stoppages could have a material adverse effect on our financial results, as could a loss of key employees, our inability to recruit or retain qualified personnel or disruptions among our personnel.

***If we are unable to keep pace with developments, design, and implementation in technology, our operations or competitive position could become impaired.***

Our business continues to demand the use of sophisticated technology and systems. These technologies and systems require significant investment and must be proven, refined, updated, upgraded and/or replaced with more advanced systems in order to continue to meet our customers' demands and expectations as well as to process our information effectively. If we are unable to do so in a timely manner or within reasonable cost parameters, if there are any disruptions, delays or deficiencies in design 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 technology or system, which could impair our operating results.

We may be unable to procure appropriate technology in a timely manner or at all or we may incur significant costs in doing so. A failure to adopt the appropriate technology, or a failure or obsolescence in the technology that we have adopted, could adversely affect our results of operations.

***We are exposed to cyber security attacks and data breaches and the risks and costs associated with protecting our systems and maintaining data integrity and security.***

We are subject to cyber security attacks. These cyber attacks can vary in scope and intent from attacks with the objective of compromising our systems, networks, and communications for economic gain or with the objective of disrupting, disabling or otherwise compromising our maritime and/or shoreside operations. The attacks can encompass a wide range of methods and intent, including phishing attacks, illegitimate requests for payment, theft of intellectual property, theft of confidential or non-public information, installation of malware, installation of ransomware and theft of personal or business information. The frequency and sophistication of, and methods used to conduct, these attacks, have increased over time.

A successful cyber security attack may target us directly, or it may be the result of a third party's inadequate care, or resulting from vulnerabilities in licensed software. In either scenario, the Company may suffer damage to its systems and data that could interrupt our operations, adversely impact our brand reputation, and expose us to increased risks of governmental investigation, litigation, fines, and other liability, any of which could adversely affect our business. Furthermore, responding to such an attack and mitigating the risk of future attacks could result in additional operating and capital costs in technology, personnel, monitoring and other investments.

We are also subject to various risks associated with the collection, handling, storage, and transmission of sensitive information. In the regular course of business, we collect employee, customer, and other third-party data, including personally identifiable information and individual payment data, for various business purposes. Although we have policies and procedures in place to safeguard such sensitive information, this information has been and could be subject to cyber security attacks and the aforementioned risks. In addition, we are subject to federal, state, and international laws relating to the collection, use, retention, security and transfer of personally identifiable information and individual payment data. Those laws include, among others, the European Union General Data Protection Regulation and regulations of the New York State Department of Financial Services and similar state agencies that impose additional cyber security requirements as a result of our provision of certain insurance products. Complying with these and other applicable laws has caused, and may cause, us to incur substantial costs or require us to change our business practices, and our failure to do so may expose us to substantial fines, penalties, restrictions, litigation, or other expenses and adversely affect our business. Further, any changes to laws or regulations, including new restrictions or requirements applicable to our business, or an increase in enforcement of existing laws and regulations, could expose us to additional costs and liability and could limit our use and disclosure of such information.

While we continue to evolve our cyber security practices in line with our business' reliance on technology and the changing external threat landscape, and we invest time, effort and financial resources to secure our systems, networks and communications, our security measures cannot provide absolute assurance that we will be successful in preventing or defending from all cyber security attacks impacting our operation. There can be no assurance that any breach or incident will not have a material impact on our operations and financial results.

Any breach, theft, loss, or fraudulent use of guest, employee, third-party or company data, could adversely impact our reputation and brand and our ability to retain or attract new customers, and expose us to risks of data loss, business disruption, governmental investigation, litigation and other liability, any of which could adversely affect our business. Significant capital investments and other expenditures could be required to remedy the problem and prevent future breaches, including costs associated with additional security technologies, personnel, experts and credit monitoring services for those whose data has been breached. Further, if we or our vendors experience significant data security breaches or fail to detect and appropriately respond to significant data security breaches, we could be exposed to government enforcement actions and private litigation.

***Litigation, enforcement actions, fines or penalties could adversely impact our financial condition or results of operations and/or 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, agents or joint venture partners 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/or our 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. We cannot predict the quantum or outcome of any such proceedings and the impact that they will have on our financial results, but any such impact may be material. While some of these claims are covered by insurance, we cannot be certain that all of them will be, which could have an adverse impact on our financial condition or results of operations.

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

## Share Repurchases

The following table provides information about our repurchase of common stock during the quarter ended March 31, 2024.

There were no repurchases of common stock during the quarter ended **September 30, 2023** **March 31, 2024**. In the event we repurchase shares of our common stock, we will need to repay the amounts deferred under our export credit facilities as part of the principal amortization deferrals agreed with our lenders during 2020 and 2021.

Period	Total number of shares purchased (1)	Average price paid per share	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares that may yet be purchased under the plans or programs
January 1, 2024 - January 31, 2024	—	—	—	—
February 1, 2024 - February 29, 2024	—	—	—	—
March 1, 2024 - March 31, 2024	220,305	51.12	—	—
Total	220,305	51.12	—	—

(1) Includes shares related to employee stock plans; primarily 137,368 performance shares issued that did not vest as the performance criteria was not met and were repurchased at par value of \$0.01 per share. Additionally, shares were withheld by us to cover withholding taxes due at the election of certain holders.

## Item 5. Other Information

### Rule 10b5-1 Plan Elections

During the **three months** quarter ended **September 30, 2023** **March 31, 2024**, none of our directors or **executive** officers (as defined in Rule 16a-1 under the Exchange Act) adopted or terminated **any contract, instruction** a "Rule 10b5-1 trading arrangement" or **written plan** "non-Rule 10b5-1 trading arrangement" (as those terms are defined in Item 408 of Regulation S-K), except as follows:

On February 14, 2024, Michael W. Bayley, the President and Chief Executive Officer of Royal Caribbean International, entered into a 10b5-1 trading arrangement that provides for the purchase or sale of our securities that was up to 73,356 shares of the Company's common stock, subject to certain conditions. This includes all common stock, net of shares withheld to cover tax withholding obligations, to be issued upon the anticipated vesting of 58,941 restricted stock units and 91,360 performance share awards. The arrangement's expiration date is August 30, 2024.

On February 23, 2024, R. Alexander Lake, Chief Legal Officer and Secretary of the Company, entered into a 10b5-1 trading arrangement providing for the sale of up to 7,750 shares, subject to certain conditions. The arrangement's expiration date is February 21, 2025.

The foregoing trading arrangements were entered into during an open insider trading window and are intended to satisfy the affirmative defense **conditions** of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement" (as such term is defined in Item 408 of Regulation S-K under the Exchange Act and the Company's policies regarding insider transactions).

## Item 6. Exhibits

4.1 Indenture, dated as of March 7, 2024, between Royal Caribbean Cruises Ltd. and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 on the Company's Current Report on Form 8-K filed on March 7, 2024).

4.2 Form of 6.250% Senior Notes due 2032 (incorporated by reference to Exhibit 4.2 on the Company's Current Report on Form 8-K filed on March 7, 2024).

10.1 Amendment No. 5 Employment Agreement, dated May, in connection with the Credit Agreement in respect of "ICON 3" – Hull 1402, dated as of August 11, 1, 2023, between the Company, KfW IPEX-Bank GmbH as facility agent Celebrity Cruises Inc. and Hermes agent, and the banks and financial institutions listed therein as lenders, Laura Hodges Bethge.

10.2 Amendment No. 7 in connection with the Credit Agreement in respect of "ICON 1" – Hull 1400, dated as of September 5, 2023, between the Company, KfW IPEX-Bank GmbH as facility agent and Hermes agent, BNP Paribas Fortis SA/NV as Finnvera agent, the banks and financial institutions listed therein as mandated lead arrangers and lenders.

31.1 Certification of the Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934

31.2 Certification of the Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934

32.1 Certifications of the Chief Executive Officer and the 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\*\*

\*\* Furnished herewith

### Interactive Data File

101 The following financial statements of Royal Caribbean Cruises Ltd. for the period ended **September 30, 2023** **March 31, 2024**, formatted in iXBRL (Inline extensible Reporting Language) are filed herewith:



- (i) the Consolidated Statements of Comprehensive Income (Loss) for the quarters quarter ended March 31, 2024 and nine months ended September 30, 2023 and 2022; 2023;
  - (ii) the Consolidated Balance Sheets at September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023;
  - (iii) the Consolidated Statements of Cash Flows for the nine three months ended September 30, 2023 March 31, 2024 and 2022; 2023; and
  - (iv) the Notes to the Consolidated Financial Statements, tagged in summary and detail.
- 104 Cover page interactive data file (the cover page XBRL tags are embedded within the Inline XBRL document).

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.

ROYAL CARIBBEAN CRUISES LTD.  
(Registrant)

/s/ NAFTALI HOLTZ  
\_\_\_\_\_  
Naftali Holtz  
Chief Financial Officer  
(Principal Financial Officer and duly authorized signatory)

October 26, 2023 April 25, 2024

54 36

Exhibit 10.1

Dated 11 August 2023

- Royal Caribbean Cruises Ltd. (1)  
(the Borrower)
- KfW IPEX-Bank GmbH (2)  
(the Facility Agent)
- KfW IPEX-Bank GmbH (3)  
(the Hermes Agent)
- KfW IPEX-Bank GmbH (4)  
(the Mandated Lead Arranger)
- The banks and financial institutions listed in Schedule 1 (5)  
(the Lenders)

Amendment No. 5 in connection with  
the Credit Agreement in respect of  
"ICON 3" – Hull 1402

EMPLOYMENT AGREEMENT

---

## Contents

### Clause Page

<a href="#">1 Interpretation and definitions</a>	<a href="#">1</a>
<a href="#">2 Amendment of the Existing Credit Agreement</a>	<a href="#">2</a>
<a href="#">3 Conditions of effectiveness of Amended Credit Agreement</a>	<a href="#">2</a>
<a href="#">4 Representations, Warranties and Undertakings</a>	<a href="#">4</a>
<a href="#">5 Incorporation of Terms</a>	<a href="#">5</a>
<a href="#">6 Fees, Costs and Expenses</a>	<a href="#">5</a>
<a href="#">7 Counterparts</a>	<a href="#">5</a>
<a href="#">8 Governing Law</a>	<a href="#">5</a>
<a href="#">Schedule 1 Finance Parties</a>	<a href="#">7</a>
<a href="#">Schedule 2 Form of Amendment Effective Date confirmation – Hull 1402</a>	<a href="#">8</a>
<a href="#">Schedule 3 Amendments to the Existing Credit Agreement</a>	<a href="#">9</a>
<a href="#">Schedule 4 Form of Guarantor Confirmation Certificate</a>	<a href="#">10</a>

---

THIS AMENDMENT NO. 5 EMPLOYMENT AGREEMENT (“[this Agreement Amendment](#)”), dated as of May 1, 2023 is dated 11 August 2023 and made **BETWEEN:**

- (1) **Royal Caribbean entered into between Celebrity Cruises Ltd. (Inc., a corporation organised company organized and existing under the laws of the Republic of Liberia) (the Liberia (together with its successor and assigns, “[Borrower Company](#)”)), and Laura Hodges Bethge (“[Executive](#)”). This Agreement supersedes any prior employment agreement between Company and Executive.**
- (2) **KfW IPEX-Bank GmbH as facility agent (the [Facility Agent](#));**
- (3) **KfW IPEX-Bank GmbH as Hermes agent (the [Hermes Agent](#));**
- (4) **KfW IPEX-Bank GmbH as initial mandated lead arranger For and sole bookrunner (the [Mandated Lead Arranger](#)); and**
- (5) **The banks and financial institutions listed in [Schedule 1](#) as lenders and residual risk guarantors (the [Lenders](#)).**

## WHEREAS:

- (A) The Borrower, the Facility Agent, the Hermes Agent, the Mandated Lead Arranger and the Lenders are parties to a credit agreement, dated 18 December 2019, as amended by an amendment letter dated 11 May 2019, as further amended by a financial covenant waiver extension consent letter dated 31 July 2020 as further amended and restated on 15 February 2021 and as further amended on 22 December 2021 (together, the **Existing Credit Agreement**), in respect consideration of the vessel bearing Builder's ICON 3 hull number 1402 (the **Vessel**) whereby it was agreed that the Lenders would make available to the Borrower, upon the terms foregoing and conditions therein, a US dollar loan facility calculated on the amount equal to the sum of (a) up to eighty per cent (80%) of the Contract Price (as defined in the Existing Credit Agreement) of the Vessel but which Contract Price will not exceed EUR1,715,000,000 (b) 100% of the Finnvera Premium and, if applicable, the Finnvera Balancing Premium (in each case as defined therein) and (c) 100% of the Hermes Fee (as defined therein).
- (B) In connection with the anticipated cessation of the six month LIBO Rate on or around 30 June 2023, the Parties have agreed that the Existing Credit Agreement shall be amended on the basis set out in this Amendment to change with effect from the Rate Switch Date (as defined below), the basis upon which the Floating Rate shall be calculated for the purposes of the Amended Credit Agreement (as defined below).
- (C) In connection with the arrangements referred to in Recital (B) above, the Parties wish to amend the Existing Credit Agreement on the basis set out in this Amendment.

NOW IT IS AGREED as follows:

### 1 Interpretation and definitions

#### 1.1 Definitions in the Existing Credit Agreement

- (a) Unless the context otherwise requires or unless otherwise defined in this Amendment, words and expressions defined in the Existing Credit Agreement shall have the same meanings when used in this Amendment (including the Recitals).
- (b) The principles of construction set out in the Existing Credit Agreement shall have effect as if set out in this Amendment.

Amendment No. 5 in respect of Hull 1402

#### 1.2 Definitions

In this Amendment:

**Amended Credit Agreement** means the Existing Credit Agreement as amended in accordance with this Amendment.

**Amendment Effective Date** has the meaning set forth in clause 3.

**Finance Parties** means the Facility Agent, the Hermes Agent, the Mandated Lead Arranger and the Lenders.

**Party** means each of the parties to this Amendment.

**Previous Amendment Agreement** means the amendment agreement to the Existing Credit Agreement dated 21 July 2022 entered into between the Borrower and the Finance Parties, pursuant to which the Existing Credit Agreement was amended on the basis set out therein.

**Rate Switch Date** has the meaning given to it in Schedule 3.

**Reference Rate** has the meaning given to it in Schedule 3.

#### 1.3 Third party rights

Other than Finnvera in respect of the rights of Finnvera under the Loan Documents, unless expressly provided to the contrary in a Loan Document, no term of this Amendment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

#### 1.4 Designation

Each of the Parties designates this Amendment as a Loan Document.

### 2 Amendment of the Existing Credit Agreement

2.1 In consideration of the mutual covenants in this Amendment, of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties parties agree as follows:

1. **EMPLOYMENT.** Company hereby agree that, subject employs Executive to serve in the satisfaction of capacities described herein and Executive hereby accepts such employment and agrees to perform the services described herein upon the terms and conditions precedent hereinafter set forth in clause 3.1:

- (a) the Existing Credit Agreement shall, with effect on and from the Amendment Effective Date, be (and it is hereby) amended in accordance with the amendments set out in Schedule 3 and (as so amended) will continue to be binding upon each of the Borrower and the Finance Parties in accordance with its terms as so amended; and
- (b) Exhibit A hereto shall replace Exhibit H-2 to the Existing Credit Agreement.

### 3 Conditions of effectiveness of Amended Credit Agreement forth.

3.1 2. **TERM.** The Amended Credit Agreement shall become effective in accordance with the terms term of this Amendment on the date Agreement (the "Amendment Effective Date Term") upon which each of the following conditions has been satisfied to the reasonable satisfaction of the Facility Agent:

- (a) the Facility Agent shall have received from the Borrower:

Amendment No. 5 in respect of Hull 1402

- 
- (i) a certificate of its Secretary or Assistant Secretary as to the incumbency and signatures of those of its officers authorised to act with respect to this Amendment and as to the truth and completeness of the attached resolutions of its Board of Directors then in full force and effect authorising the execution, delivery and performance of this Amendment, and upon which certificate the Lenders may conclusively rely until the Facility Agent shall have received a further certificate of the Secretary or Assistant Secretary of the Borrower cancelling or amending such prior certificate; and
  - (ii) a Certificate of Good Standing issued by the relevant Liberian authorities in respect of the Borrower;
- (b) the Facility Agent shall have received from each Guarantor a certificate (substantially in the form set out in Schedule 4), signed by a duly authorised officer of that Guarantor:
- (i) confirming that:
    - (A) the relevant Guarantor acknowledges the amendments to the Existing Credit Agreement contained in this Amendment;
    - (B) the relevant Guarantee and each other Loan Document to which that Guarantor is a party shall remain and continue in full force and effect notwithstanding the amendment of the Existing Credit Agreement pursuant to this Amendment;
    - (C) the relevant Guarantee shall extend to any new obligations assumed by the Borrower under the Amended Credit Agreement; and
    - (D) continuing to guarantee the amended obligations of the Borrower does not cause any borrowing, guaranteeing or similar limit binding on the relevant Guarantor to be exceeded; and
  - (ii) evidencing the authority of the relevant officer to execute that certificate and to provide the confirmations referred to in paragraph (i) above,

together with such confirmation from legal counsel to the Facility Agent as the Lenders may require as to the continued effectiveness of the Guarantees relative to the arrangements contemplated by this Amendment and, if applicable, taking the form of such confirmation as accepted by the Lenders in connection with the Previous Amendment Agreement;

(c) the Facility Agent shall have received evidence that all invoiced expenses of the Facility Agent, Finnvera and FEC (including the agreed fees and expenses of counsel to the Facility Agent, Finnvera and FEC) required to be paid by the Borrower pursuant to clause 6 below, and all other documented fees and expenses that the Borrower has otherwise agreed in writing to pay to the Facility Agent, have been paid or will be paid promptly upon being demanded;

(d) the Facility Agent shall have received opinions, addressed to the Facility Agent (and capable of being relied upon by each Lender) from:

Amendment No. 5 in respect of Hull 1402

(i) Watson Farley & Williams LLP, counsel to the Borrower, as to matters of Liberian law (and being issued in substantially the same form as the corresponding Liberian legal opinion issued in respect of the Previous Amendment Agreement);

(ii) Stephenson Harwood LLP, counsel to the Facility Agent as to matters of English law (and being issued in substantially the same form as the corresponding English legal opinion issued in respect of the Previous Amendment Agreement); and

(iii) Asianajotoimisto DLA Piper Finland Oy, counsel to the Facility Agent as to matters of Finnish law;

(e) the Facility Agent shall have received a final approval from each of Hermes and Finnvera in respect of the arrangements contemplated by this Amendment in a form and substance satisfactory to the Lenders;

(f) the representations and warranties set out in clause 4 are true and correct in all material respects (except for such representations and warranties that are qualified by materiality or non-existence of a Material Adverse Effect (which shall be accurate in all respects)) as of the Amendment Effective Date;

(g) no Event of Default or Prepayment Event shall have occurred and be continuing or would result from the amendment of the Existing Credit Agreement pursuant to this Amendment;

(h) the Borrower shall, as required pursuant to clause 5, have provided a letter to the Facility Agent which confirms that RCL Cruises Ltd. has accepted its appointment as process agent in respect of this Amendment; and

(i) the Facility Agent shall have received an executed copy of the amendment agreement relevant to this Amendment to the Finnvera Guarantee, entered into between Finnvera, the Guarantee Holder and FEC.

3.2 The Facility Agent shall notify the Lenders and the Borrower of the Amendment Effective Date by way of a confirmation in the form set out in Schedule 2 and such confirmation shall be conclusive and binding.

#### 4 Representations, Warranties and Undertakings

(a) Each of the representations and warranties in:

(i) Article VI of the Amended Credit Agreement (excluding Section 6.10 of the Amended Credit Agreement); and

(ii) clause 4(b) of Amendment Number Two,

are deemed to be made by the Borrower commence on the date of this Amendment Agreement and shall continue until the Amendment Effective Date, occurrence of a "Termination Event," which shall mean any of the events described in each case as if reference to the Loan Documents in each such representation and warranty was a reference to this Amendment, each officer certificate referred to in clause 3.1(b), and as if the Amended Credit Agreement was effective at the time of each such repetition.

Amendment No. 5 in respect of Hull 1402

## 5 Incorporation of Terms Section 6 hereof.

The provisions of Section 11.2 (3. Notices POSITION, DUTIES AND LOCATION), Section 11.6 (*Severability*) and Subsections 11.18.2 (*Jurisdiction*), 11.18.3 (*Alternative Jurisdiction*) and 11.18.4 (*Service of Process*) of the Existing Credit Agreement shall be incorporated into this Amendment as if set out in full in this Amendment and as if references in those sections to "this Agreement" were references to this Amendment and references to each Party are references to each Party to this Amendment. .

### 6 (a) Fees, Costs and Expenses Position

6.1 Save as may otherwise be agreed. Executive's title appears in writing between the Borrower and each relevant payee, the Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of:

- (a) the Facility Agent, Finnvera and FEC in connection with the preparation, execution, delivery and administration, modification and amendment signature page of this Amendment and the documents to be delivered hereunder or thereunder; and
- (b) the Facility Agent, FEC, Finnvera and any Lender in connection with the preparation, execution, delivery and administration, modification and amendment to any Option A Refinancing Agreement and any security or other documents executed or to be executed and delivered as a consequence of the parties entering into this Amendment and any other documents to be delivered under this Amendment.

(including the reasonable and documented fees and expenses of counsel for the Facility Agent, FEC and Finnvera with respect hereto and thereto as agreed with the Facility Agent, FEC and Finnvera) in accordance with the terms of Section 11.3 (*Payment of Costs and Expenses*) of the Existing Credit Agreement and as if references in that section to the Facility Agent are references to the Facility Agent, FEC and Finnvera. Agreement.

### 7 (b) Counterparts Duties and Location

This Amendment may. Executive's employment duties and responsibilities will be executed in any number those designated to Executive, from time to time, by Company. Executive will, at all times during the Term, comply with all policies of counterparts Company and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument. The Parties acknowledge and agree that they may execute this Amendment and any variation or amendment to the same, by electronic instrument. The Parties agree that the electronic signatures appearing on the document shall have the same effect as handwritten signatures and the use of an electronic signature on this Amendment shall have the same validity and legal effect as the use of a signature affixed by hand and is made with the intention of authenticating this Amendment, and evidencing the Parties' intention to be bound by the terms and conditions contained herein. For the purposes of using an electronic signature, the Parties authorise each other to conduct the lawful processing of personal data of the signers for contract performance and their legitimate interests including contract management.

## 8 Governing Law

This Amendment, and all non-contractual obligations arising in connection with it, shall be governed by and construed in accordance with English law.

Amendment No. 5 in respect of Hull 1402

The Parties have executed this Amendment the day and year first before written.

Amendment No. 5 in respect of Hull 1402

**Schedule 1**  
**Finance Parties**

Facility Agent

KfW IPEX-Bank GmbH

Hermes Agent

KfW IPEX-Bank GmbH

Mandated Lead Arranger

KfW IPEX-Bank GmbH

Lenders

Finnish Export Credit Ltd

KfW IPEX - Bank GmbH

Amendment No. 5 in respect of Hull 1402

---

**Schedule 2**  
**Form of Amendment Effective Date confirmation – Hull 1402**

To: Royal Caribbean Cruises Ltd.

"ICON 3" (Hull 1402)

We, ("KfW IPEX-Bank GmbH RCL"), refer to amendment no. 5 dated [ ] 2023 (the **Amendment**) relating to a credit agreement dated as of 18 December 2019 (as previously such policies may be amended supplemented and/by Company or restated RCL from time to time) (the **Credit Agreement**) made between (among others) the above named **Royal Caribbean Cruises Ltd.** as the Borrower, the financial institutions listed in it as the Lenders and ourselves as the Hermes Agent and the Facility Agent in respect time, including, but not limited to any policy requiring ownership of a loan to the Borrower from the Lenders Company or RCL equity by officers of up to the US Dollar Maximum Loan Amount (as defined in the Credit Agreement).

We hereby confirm that all conditions precedent referred to in clause 3.1 of the Amendment have been satisfied. In accordance with clause 3 of the Amendment, the Amendment Effective Date is the date of this confirmation and the amendment of the Credit Agreement in accordance with the Amendment is now effective.

Dated: 2023

Signed: \_\_\_\_\_

For and on behalf of

**KfW IPEX-Bank GmbH**

(as Facility Agent)

### Schedule 3

#### Amendments to the Existing Credit Agreement

#### Amendments to the Existing Credit Agreement

With effect on and following the Rate Switch Date:

- (a) the following provisions of this Schedule **Company or RCL. Executive** shall apply in respect of the determination of the Floating Rate or as applicable, the FEC Tranche A Floating Rate, for the purposes of the Floating Rate Loan (and any relevant part of it);
- (b) the LIBO Rate and the Screen Rate (and all references **report** to such terms in the Existing Credit Agreement) shall be replaced by the Reference Rate **officer of Company** or if applicable, the Compounded Reference Rate and, as a result, all provisions relating to the Reference Banks and any Reference Bank quotations in the Existing Credit Agreement shall be disregarded; and
- (c) the Floating Rate (other than in respect of the FEC Tranche A Floating Rate) shall be the aggregate of the relevant Reference Rate, the Credit Adjustment Spread and the applicable Floating Rate Margin and the FEC Tranche A Floating Rate shall be the aggregate of the relevant Reference Rate, the Credit Adjustment Spread and the applicable FEC Tranche A Floating Rate Margin or, in each case, if applicable, as otherwise determined pursuant to clause 4,

and the provisions of the Existing Credit Agreement shall be amended and construed accordingly.

#### 1 Definitions and interpretation

1.1 Words and expressions defined in the Existing Credit Agreement shall have the same meanings when used in this Schedule and, in addition:

**Business Day** has the meaning given to it in the Existing Credit Agreement and in relation to:

- (a) the fixing of a Floating Rate, or as applicable, the FEC Tranche A Floating Rate for Dollars;
- (b) any date for payment or purchase of an amount relating to the Compounded Reference Rate (if applicable); or
- (c) the determination of the first day or the last day of an Interest Period for the Compounded Reference Rate (if applicable) or otherwise in relation to the determination of the length of such Interest Period,

which is a US Government Securities Business Day.

**Compounded Reference Rate** means, in relation to any US Government Securities Business Day during the Interest Period of the Floating Rate Loan (or the relevant part of it), the percentage rate per annum which is the aggregate of:

- (a) the Daily Non-Cumulative Compounded RFR Rate for that US Government Securities Business Day; and
- (b) the Credit Adjustment Spread.

**Compounded Reference Rate Interest Payment** means the aggregate amount of interest that is, or is scheduled to become, payable under any Loan Document at the Compounded Reference Rate.

**Compounded Reference Rate Supplement** means a document which:



- 
- (a) is agreed in writing by the Borrower and the Facility Agent (acting on the instructions of the Majority Lenders);
  - (b) specifies the relevant terms which are expressed in the Amended Credit Agreement to be determined by reference to Compounded Reference Rate Terms; and
  - (c) has been made available by the Facility Agent to the Borrower and each Lender.

**Compounded Reference Rate Terms** means the terms set out in Annex A or in any Compounded Reference Rate Supplement.

**Compounding Methodology Supplement** means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

- (a) is agreed in writing by the Borrower and the Facility Agent (acting on the instructions of the Majority Lenders);
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available by the Facility Agent to the Borrower and each Lender.

**Credit Adjustment Spread** means, in the case of the Floating Rate Loan, 0.42826% per annum.

**Cumulative Compounded RFR Rate** means, in relation to an Interest Period for a Floating Rate Loan (or any part of it) accruing interest at the Compounded Reference Rate, the percentage rate per annum determined by the Facility Agent in accordance with the methodology set out in Annex C or in any relevant Compounding Methodology Supplement.

**Daily Non-Cumulative Compounded RFR Rate** means, in relation to any US Government Securities Business Day during an Interest Period for the Floating Rate Loan (or any part of it), the percentage rate per annum determined by the Facility Agent in accordance with the methodology set out in Annex B or in any relevant Compounding Methodology Supplement.

**Daily Rate** means the rate specified as such in the Compounded Reference Rate Terms.

**Funding Rate** means any individual rate notified by a Lender to the Facility Agent pursuant to clause 6.

**Historic Term SOFR** means, in relation to the Floating Rate Loan (or the relevant part of it), the most recent applicable Term SOFR for a period equal in length to the Interest Period of the Floating Rate Loan (or the relevant part of it) and which is as of a day which is no more than 5 US Government Securities Business Days before the Quotation Day.

**Interpolated Historic Term SOFR** means, in relation to the Floating Rate Loan (or any part of it), the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

- (a) either:
  - (i) the most recent applicable Term SOFR (as of a day which is not more than 5 US Government Securities Business Days before the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it); or
  - (ii) if no such Term SOFR is available for a period which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it), the most recent SOFR for a day which is no more than 5 US Government Securities Business Days (and no less than 2 US Government Securities Business Days) before the Quotation Day; and
- (b) the most recent applicable Term SOFR (as of a day which is not more than 3 US Government Securities Business Days before the Quotation Day) for the shortest period (for

which Term SOFR is available) which exceeds the Interest Period of the Floating Rate Loan (or the relevant part of it).

**Interpolated Term SOFR** means, in relation to the Floating Rate Loan (or any part of it), the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(i) the applicable Term SOFR (as of the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it); or

(ii) if no such Term SOFR is available for a period which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it), SOFR for a day which is 3 US Government Securities Business Days before the Quotation Day; and

(b) the applicable Term SOFR (on the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of the Floating Rate Loan (or the relevant part of it).

**Lookback Period** means the number of days specified as such in the Compounded Reference Rate Terms.

**Market Disruption Rate** means:

(a) in the case of a Floating Rate Loan (or any part of it) accruing interest at the Reference Rate, the percentage rate per annum which is the aggregate of:

(i) the Reference Rate for the relevant Interest Period; and

(ii) the Credit Adjustment Spread; and

(b) in the case of a Floating Rate Loan (or any part of it) accruing interest at the Compounded Reference Rate, the rate specified as such in the Compounded Reference Rate Terms.

**Published Rate** has the meaning given to it in clause 8.3.

**Quotation Day** means, in relation to any period for which the Floating Rate, or as applicable, the FEC Tranche A Floating Rate, is to be determined the first day of that period (and being the "Reference Rate Determination Date" for the purposes of the Option A Refinancing Agreements in respect of the Hermes Loan).

**Rate Switch Date** means "Amendment Effective Date" as defined in the amendment agreement to the Existing Credit Agreement dated 11 August 2023.

**Reference Rate** means, in relation to the Floating Rate Loan (or any part of it):

(a) the applicable Term SOFR on the Quotation Day and for a period equal in length to the applicable Interest Period of the Floating Rate Loan (or the relevant part of it); or

(b) as otherwise determined pursuant to sub-clauses 3.1 to 3.3 (inclusive).

**Reference Rate Non-Utilisation Announcement** has the meaning given to it in clause 8.3.

**Reference Rate Non-Utilisation Event** means if, as at the date falling one month after a Reference Rate Non-Utilisation Announcement (or such later date RCL as may be referred designated by Company or RCL from time to time. Executive agrees to devote Executive's entire professional time, energy, and skills to such employment during the Term. During the Term, Executive's principal office, and principal place of employment, shall be in Southeast Florida.

(c) **Permitted Activities.** Subject to Company's and RCL's policies, as from time to time constituted or amended, Executive shall, with the prior written approval of Company and RCL, (i) be permitted to serve as an advisor or director of one for-profit entity at any given time and one not-for-profit entity at any given time and (ii) engage in other charitable activities and community affairs during business hours; provided that, Reference Rate Non-Utilisation Announcement), the administrator none of the relevant Published Rate has not revoked foregoing activities shall interfere with the proper performance of Executive's duties and responsibilities hereunder.

#### 4. **COMPENSATION.**

(a) **Base Compensation.** Company shall pay Executive, and Executive agrees to accept, base compensation ("**Base Compensation**") as designated from time to time in written communication from Company or **rescinded RCL** setting forth such **Reference Rate Non-Utilisation Announcement** or otherwise re-confirmed the representativeness of the relevant **Published Rate**. **Base Compensation.** Such **Base**

---

Compensation shall be paid in accordance with Company's payroll cycle during the Term, subject to all applicable withholding taxes. The **Base Compensation** may be reviewed by Company or RCL and by written notice from Company or RCL to Executive, may be increased, but not decreased, at any time during the Term at the sole discretion of Company or RCL. No increase in the **Base Compensation** pursuant to this Section 4(a) shall at any time operate as a cancellation of this Agreement; any such increase shall operate merely as an amendment hereof, without any further action by Executive or Company. If any such increase or increases shall be so authorized, all of the terms, provisions and conditions of this Agreement shall remain in effect as herein provided, except that the **Base Compensation** shall be deemed amended to set forth the higher amount of such **Base Compensation** to Executive.

**Reporting Time** (b) **means Bonus Compensation.** Executive shall be eligible to participate in any cash bonus compensation program available to full time officers of Company and eligible to receive an annual cash bonus during the **relevant time** (if any) **specified Term** on the same basis and under substantially the same terms as such **in the Compounded Reference Rate Terms.**

**SOFR** means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank similarly situated employees. The bonus award of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

**Term SOFR** means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

**US Government Securities Business Day** means any day other than:

(a) a Saturday or a Sunday; and

(b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members **Executive shall** be closed for the entire day for purposes of trading in US Government securities.

1.2 a Lender's "cost of funds" in relation to its participation in the Floating Rate Loan or any part of it is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in the Floating Rate Loan or that part of it for a period equal in length to the Interest Period of the Floating Rate Loan or that part of it.

1.3 A reference in this Schedule to a page or screen of an information service displaying a rate shall include:

(a) any replacement page of that information service which displays that rate; and

(b) the appropriate page of such other information service which displays that rate **established** from time to time by Company or RCL, in place of that information service, **their sole and unfettered discretion.**

(c) **Equity** and if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the **Facility Agent after consultation with the Borrower.** **Long-Term Incentive Awards**

1.4 Any Compounded Reference Rate Supplement overrides anything in:

(a) Annex A; or

(b) any earlier Compounded Reference Rate Supplement.

- 1.5 A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:
- (a) Annex B or Annex C (as applicable); and
  - (b) any earlier Compounding Methodology Supplement.
- 1.6 Each Compounded Reference Rate Supplement and Compounding Methodology Supplement. **Executive** shall be a Loan Document.
- 1.7 References **eligible** to “clause” in this Schedule shall be to clauses of this Schedule and references to “section” shall be to sections of the Amended Credit Agreement.

## 2 Calculation of interest

Subject to clause 4, the rate of interest on each Floating Rate Loan for each Interest Period (and being the Floating Rate, or as applicable, the FEC Tranche A Floating Rate, for the purposes of the Amended Credit Agreement) is the percentage rate per annum which is the aggregate of:

- (a) the applicable Floating Rate Margin, or in respect of the FEC Tranche A Loan following conversion of the FEC Tranche A Loan to a Floating Rate Loan, the FEC Tranche A Floating Rate Margin;
- (b) the Reference Rate; and
- (c) the Credit Adjustment Spread,

and if, **participate** in any **equity or long-term incentive plans available to full time officers of Company and eligible to receive awards under such case**, the aggregate of the Reference Rate and the Credit Adjustment Spread is less than zero, the Reference Rate will be deemed **plans from time** to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

## 3 Unavailability of Term SOFR

- 3.1 *Interpolated Term SOFR*: If no Term SOFR is available for the Interest Period of the Floating Rate Loan or any part of the Floating Rate Loan, the applicable Reference Rate shall, subject to clause 3.5 below, be the Interpolated Term SOFR for a period equal in length to the Interest Period of the Floating Rate Loan or that part of the Floating Rate Loan.
- 3.2 *Historic Term SOFR*: If clause 3.1 above applies but it is not possible to calculate the Interpolated Term SOFR, the applicable Reference Rate shall, subject to clause 3.5 below, be the Historic Term SOFR for the Floating Rate Loan or that part of the Floating Rate Loan.
- 3.3 *Interpolated Historic Term SOFR*: If clause 3.2 above applies but no Historic Term SOFR is available for the Interest Period of the Floating Rate Loan or any part of the Floating Rate Loan, the applicable Reference Rate shall, subject to clause 3.5 below, be the Interpolated Historic Term SOFR for a period equal in length to the Interest Period of the Floating Rate Loan or that part of the Floating Rate Loan.
- 3.4 *Compounded in Arrears*: If clause 3.3 above applies but it is not possible to calculate the Interpolated Historic Term SOFR for the Interest Period of the Floating Rate Loan then the Reference Rate shall not apply for the Floating Rate Loan or that part of the Floating Rate Loan (as applicable) and instead interest shall be **time, as** determined by reference to the Compounded Reference Rate **Company or RCL, in their sole** and the provisions of clause 4 will apply in respect of the Floating Rate Loan or the relevant part of the Floating Rate Loan (as applicable).
- 3.5 *Reference Rate Non-Utilisation Event*: In respect of the Hermes Loan, notwithstanding clauses 3.1 to 3.4 above, if, as at the relevant Quotation Day, a Reference Rate Non-Utilisation Event has occurred and is continuing, the Reference Rate shall not apply for the Floating Rate Loan or that part of the Floating Rate Loan (as applicable) and instead interest shall be determined by reference to the Compounded Reference Rate and the provisions of clause 4 will apply in respect of the Floating Rate Loan or the relevant part of the Floating Rate Loan (as applicable).

## 4 Determination of the Compounded Reference Rate

- 4.1 Where interest is to be determined by reference to the Compounded Reference Rate then the following provisions shall apply.
- 4.2 The rate of interest on the Floating Rate Loan (or any part thereof) for any day during an Interest Period is the percentage rate per annum which is the aggregate of:
- (a) the applicable Floating Rate Margin or in respect of the FEC Tranche A Loan following conversion of the FEC Tranche A Loan to a Floating Rate Loan, the FEC Tranche A Floating Rate Margin; and

---

(b) the Compounded Reference Rate for that day.

- 4.3 If any day during an Interest Period for the Floating Rate Loan (or any part thereof) is not a US Government Securities Business Day, the rate of interest on the Floating Rate Loan (or any part of it) for that day will be the rate applicable to the immediately preceding US Government Securities Business Day.

## 5 Notification of the rates of interest

- 5.1 Subject to clause 5.2, the Facility Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest relating to the Floating Rate Loan (or any part of it).

- 5.2 If the Compounded Reference Rate is to apply to the Floating Rate Loan (or any part of it) in accordance with clause 3.4 or 3.5 (*Reference Rate Non-Utilisation Event*), the Facility Agent shall (promptly upon the Compounded Reference Rate Interest Payment being determinable) notify:

- (a) the Borrower of the amount of the Compounded Reference Rate Interest Payment;
- (b) the relevant Lenders and the Borrower of:
  - (i) each applicable rate of interest relating to the determination of that Compounded Reference Rate Interest Payment; and
  - (ii) to the extent it is then determinable, the Market Disruption Rate; and
- (c) each Lender of its portion of the amount referred to in (a) above,

it being acknowledged and agreed that this clause 5.2 shall not apply to any Compounded Reference Rate Interest Payment determined pursuant to clause 6.

- 5.3 The Facility Agent shall, if clause 6 applies, promptly notify the Borrower of each Funding Rate relating to the Floating Rate Loan (or any part of it).

- 5.4 The Facility Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest relating to the Floating Rate Loan to which clause 6 applies.

- 5.5 This clause 5 shall not require the Facility Agent to make any notification to any party on a day which is not a Business Day.

## 6 Market disruption

- 6.1 If:

- (a) the Compounded Reference Rate applies (or, pursuant to clauses 3.4 or 3.5, is to apply) to the Floating Rate Loan for an Interest Period and by reason of circumstances affecting the Lenders' relevant markets, adequate means do not exist for ascertaining the Floating Rate or as applicable, the FEC Tranche A Floating Rate, by the Reporting Time for that Interest Period; or
- (b) before the Reporting Time (in the case of the Compounded Reference Rate) or, in the case of the Reference Rate, by close of business in London on the Quotation Day, in each case for the relevant Interest Period, the Facility Agent receives notifications from a Lender or Lenders, whose participations in the Floating Rate Loan (or the

relevant part of it) exceed 50% of the outstanding aggregate principal amount of the Floating Rate Loan (or the relevant part of it) that the cost to it of funding its participation in the Floating Rate Loan (or the relevant part of it) would be in excess of the Market Disruption Rate,

then the Facility Agent shall give notice of such determination (a **Determination Notice**) to the Borrower and each of the Lenders.

## 6.2 If:

- (a) the Determination Notice relates to the Reference Rate, the Borrower, the Lenders and the Facility Agent shall then negotiate in good faith in order to agree upon a mutually satisfactory interest rate and interest period (or interest periods) to be substituted for those which would otherwise have applied under the Amended Credit Agreement. If the Borrower, the Lenders and the Facility Agent are unable to agree upon an interest rate (or rates) and interest period (or interest periods) prior to the date occurring thirty (30) Business Days after the giving of such Determination Notice, clause 6.3 shall apply; or
- (b) the Determination Notice relates to the Compounded Reference Rate, there shall be no negotiation period of the type referred to in paragraph (a) above and instead clause 6.3 shall automatically apply.

## 6.3 If this clause 6.3 applies, the Facility Agent shall (after consultation with the Lenders) set an interest rate and an interest period (or interest periods), in each case to take effect at the end of the Interest Period current at the date of the Determination Notice, which shall be equal to the sum of the applicable Floating Rate Margin (or, as applicable, the FEC Tranche A Floating Rate Margin) and the lower of (a) the weighted average of the corresponding interest rates at or about 11:00 a.m. (London time) two (2) Business Days before the commencement of the relevant Interest Period on Reuters' pages KLIEMMM, GARBIC01 and FINA01 (or such other pages as may replace Reuters' pages KLIEMMM, GARBIC01 or FINA01 on Reuters' service) and (b) the cost to the Lenders of funding the portion of the Floating Rate Loan (or the relevant part of it) unfettered discretion. Any equity grant(s) held by such Lenders.

## 6.4 It is acknowledged and agreed that:

- (a) no LIBO Option B Lender shall be entitled to make a notification referred to in clause 6.1(b) in respect of, or to compensation under clause 6.3 for, amounts up to the difference between such LIBO Option B Lender's cost of obtaining matching deposits on the date (falling prior to the Rate Switch Date) such LIBO Option B Lender became a Lender hereunder less the LIBO Rate on such date; and
- (b) on and following the Rate Switch Date, no RFR Option B Lender shall be entitled to make a notification referred to in clause 6.1(b) in respect of, or to compensation under clause 6.3 for, amounts up to the difference between such RFR Option B Lender's cost of obtaining matching deposits on the date (falling on or after the Rate Switch Date) such RFR Option B Lender became a Lender hereunder less the Reference Rate on such date or, if on such date the Floating Rate is determined pursuant to clause 4, the Compounded Reference Rate (but for this purpose excluding the Credit Adjustment Spread) for the Interest Period in which such date occurs.

For the purposes of this clause 6.4:

**LIBO Option B Lender** means an Option B Lender that is, or becomes, an Option B Lender prior to the Rate Switch Date.

**RFR Option B Lender** means an Option B Lender that becomes an Option B Lender on or following the Rate Switch Date.

## 6.5 If, in relation to the Floating Rate Loan (or any part of it):

- (a) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or
- (b) a Lender does not supply a quotation by the Reporting Time or by close of business on the Quotation Day (as applicable) for the relevant Interest Period,

the cost to that Lender of funding its participation in that Floating Rate Loan for that Interest Period will be deemed, for the purposes of this clause 6, to be the Market Disruption Rate for that Floating Rate Loan.

---

6.6 This clause 6 shall replace Section 4.2 of the Amended Credit Agreement in its entirety and all references in the Amended Credit Agreement shall be construed as cross-references to the terms of clause 6.1 of this clause 6.

## 7 Break costs

It is acknowledged and agreed that Section 4.4.1 of the Amended Credit Agreement shall apply to a Funding Losses Event incurred in relation to the Floating Rate Loan (or any part of it) that is accruing interest at the Reference Rate or the Compounded Reference Rate (as the case may be), provided however that in the case of any such Funding Losses Event, the Floating Rate Indemnity Amount (or, as applicable, the equivalent amount calculated under Section 4.1.1a.) for the purposes of the Amended Credit Agreement shall be:

- (a) in the case of the Floating Rate Loan (or any part of it) accruing interest at the Reference Rate, an amount determined on the basis referred to in Section 4.4.1a. or as applicable, 4.4.1c. of the Amended Credit Agreement; and
- (b) in the case of the Floating Rate Loan (or any part of it) that is accruing interest at the Compounded Reference Rate, any amount specified as "Break Costs" in the Compounded Reference Rate Terms subject to any limitation set out therein.

## 8 Screen Rate replacement

8.1 It is agreed that Section 11.22 of the Existing Credit Agreement, and any related definitions required solely for the purposes of the said Section 11.22 of the Existing Credit Agreement, shall be deleted and instead, if a Published Rate Replacement Event occurs in relation to any Published Rate, any amendment or waiver which relates to:

- (a) providing for the use of a Replacement Reference Rate in place of that Published Rate; and
- (b)
  - (i) aligning any provision of any Loan Document to the use of that Replacement Reference Rate;
  - (ii) enabling that Replacement Reference Rate to be used for the calculation of interest under the Amended Credit Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of the Amended Credit Agreement);
  - (iii) implementing market conventions applicable to that Replacement Reference Rate;
  - (iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
  - (v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation).

may be made with the consent of the Facility Agent (acting on the instructions of the Majority Lenders) and the Borrower.

8.2 If any Lender fails to respond to a request for an amendment or waiver described in, or for any other vote of Lenders in relation to, clause 8.1 above within 5 Business Days (or such longer time period in relation to any request which the Borrower and the Facility Agent may agree) of that request being made:

- (a) its Commitment or its participation in the Loan shall not be included for the purpose of ascertaining whether any relevant percentage of Commitments or the aggregate of participations in the Loan (as applicable) has been obtained to approve that request; and
- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

8.3 In this clause 8:

**Published Rate** means:

- (a) SOFR; or
- (b) Term SOFR for any Quoted Tenor.

**Published Rate Contingency Period** means, in relation to:

- (a) Term SOFR (all Quoted Tenors), ten US Government Securities Business Days; and
- (b) SOFR, ten US Government Securities Business Days.

**Published Rate Replacement Event** means, in relation to a Published Rate:

- (a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;

(b)

(i)

- (A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or
- (B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

**provided that**, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

- (ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

- (c) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;

- (d) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used;

- (e) the supervisor of the administrator of that Published Rate makes a public announcement or publishes information (either such event being a **Reference Rate Non-Utilisation Announcement**) stating that that Published Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor) and such official statement expresses awareness that any such announcement or publication will engage certain contractual triggers that are activated by pre-cessation or cessation announcements or publications; or



- (f) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
  - (ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the applicable Published Rate Contingency Period; or
- (g) in the opinion of the Majority Lenders and the Borrower, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under the Amended Credit Agreement.

**Quoted Tenor** means Term SOFR for periods of six months.

**Relevant Nominating Body** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**Replacement Reference Rate** means a reference rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Published Rate by:
- (i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or
  - (ii) any Relevant Nominating Body,
- and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;
- (b) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor or alternative to a Published Rate; or
- (c) in the opinion of the Majority Lenders and the Borrower, an appropriate successor or alternative to a Published Rate.

## 9 Rounding convention

The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Loan Document shall be rounded to 2 decimal places.

---

## Annex A Compounded Reference Rate Terms

**CURRENCY:**

Dollars.

### Cost of funds as a fallback

Cost of funds will not apply as a fallback.

## Definitions

Additional Business Days:

A US Government Securities Business Day.

In respect of the Hermes Loan, Break Costs to be payable to each Lender in an amount equal to that Lender's duly evidenced anticipated costs and losses arising directly as a result of a prepayment of the Floating Rate Loan (or the relevant part of it) on a day other than the last day of the relevant Interest Period, provided however that the total amount payable in aggregate to the Lenders per Funding Losses Event shall not exceed the aggregate amounts they are due to pay to KfW under clause 7.4 of the relevant Option A Refinancing Agreement.

**Break Costs:**

In respect of the FEC Tranche A Loan, the FEC Tranche B Loan and the Finnvera Balancing Loan, the Break Costs shall be nil.

### Business Day Conventions:

(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:

- (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or

**Central Bank Rate:**

(b) if that target is not a single figure, the arithmetic mean of:

- (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and
- (ii) the lower bound of that target range.



**Central Bank Rate Adjustment:**

In relation to the Central Bank Rate prevailing at close of business on any US Government Securities Business Day, the 20 per cent trimmed arithmetic mean (calculated by the Facility Agent) of the Central Bank Rate Spreads for the five (5) most immediately preceding US Government Securities Business Days for which the RFR was available.

means, in relation to any US Government Securities Business Day, the difference (expressed as a percentage rate per annum) calculated by the Facility Agent of:

- (a) the RFR for that US Government Securities Business Day; and
- (b) the Central Bank Rate prevailing at close of business on that US Government Securities Business Day.

**Central Bank Rate Spreads:**

**Daily Rate:**

The **Daily Rate** for any US Government Securities Business Day is:

- (a) the RFR for that US Government Securities Business Day; or

- (b) if the RFR is Unavailable for that US Government Securities Business Day, the percentage rate per annum which is the aggregate of:

- (i) the Central Bank Rate for that US Government Securities Business Day; and

- (ii) the applicable Central Bank Rate Adjustment; or

- (c) if paragraph (b) above applies but the Central Bank Rate for that US Government Securities Business Day is Unavailable, the percentage rate per annum which is the aggregate of:

- (i) the most recent Central Bank Rate for a day which is no more than 5 US Government Securities Business Day before that US Government Securities Business Day; and

- (ii) the applicable Central Bank Rate Adjustment,

rounded, in either case, to four decimal places and if, in either case, the aggregate of that rate and the Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the Credit Adjustment Spread is zero.

**Lookback Period:**

Five US Government Securities Business Days.

The percentage rate per annum which is the aggregate of:

- (a) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Floating Rate Loan; and

- (b) the Credit Adjustment Spread.

**Market Disruption Rate:**

**Relevant Market:**

The market for overnight cash borrowing collateralised by US Government securities.

**Reporting Day:**

The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.

---

**RFR:**

The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

**Reporting Time**

Deadline for Lenders to report market disruption in accordance with clause 6.1.

Close of business in London on the Reporting Day for the relevant Loan.

**Unavailability**

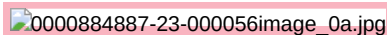
Whether a rate is "Unavailable" shall be determined in accordance with the Option A Refinancing Agreements, where applicable, and in all other cases, shall be whether the rate is not available.

---

**Annex B**

**Daily Non-Cumulative Compounded RFR Rate**

The **Daily Non-Cumulative Compounded RFR Rate** for any US Government Securities Business Day "i" during an Interest Period for a Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Facility Agent, taking into account the capabilities of any software used for that purpose) calculated as set out below:



where:

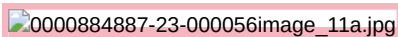
**UCCDR** means the Unannualised Cumulative Compounded Daily Rate for that US Government Securities Business Day "i";

**UCCDR** means, in relation to that US Government Securities Business Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding US Government Securities Business Day (if any) during that Interest Period;

**dcc** means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

**n** means the number of calendar days from, and including, that US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day; and

the **Unannualised Cumulative Compounded Daily Rate** for any US Government Securities Business Day (the **Cumulated US Government Securities Business Day**) during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Facility Agent, taking into account the capabilities of any software used for that purpose):



where:

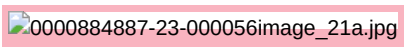
**ACCDR** means the Annualised Cumulative Compounded Daily Rate for that Cumulated US Government Securities Business Day;

**tn** means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the US Government Securities Business Day which immediately follows the last day of the Cumulation Period;

**Cumulation Period** means the period from, and including, the first US Government Securities Business Day of that Interest Period to, and including, that Cumulated US Government Securities Business Day;

**dcc** has the meaning given to that term above; and

the **Annualised Cumulative Compounded Daily Rate** for that Cumulated US Government Securities Business Day is the percentage rate per annum (rounded to five decimal places) calculated as set out below:



where:

**do** means the number of US Government Securities Business Days in the Cumulation Period;

**Cumulation Period** has the meaning given to that term above;

**i** means a series of whole numbers from one to **do**, each representing the relevant US Government Securities Business Day in chronological order in the Cumulation Period;

**DailyRate<sub>i-LP</sub>** means, for any US Government Securities Business Day "i" in the Cumulation Period, the Daily Rate for the US Government Securities Business Day which is the Lookback Period prior to that US Government Securities Business Day "i";

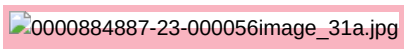
**ni** means, for any US Government Securities Business Day "i" in the Cumulation Period, the number of calendar days from, and including, that US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day;

**dcc** has the meaning given to that term above; and

**tn** has the meaning given to that term above.

### Annex C Compounded RFR Rate

The **Cumulative Compounded RFR Rate** for any Interest Period for a Floating Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of **Annualised Cumulative Compounded Daily Rate** in Annex B (*Daily Non-Cumulative Compounded RFR Rate*))calculated as set out below:



where:

**d<sub>0</sub>** means the number of US Government Securities Business Days during the Interest Period;

**i** means a series of whole numbers from one to **d<sub>0</sub>**, each representing the relevant US Government Securities Business Day in chronological order during the Interest Period;

**DailyRate<sub>ILP</sub>** means for any US Government Securities Business Day "i" during the Interest Period, the Daily Rate for the US Government Securities Business Day which is the Lookback Period prior to that US Government Securities Business Day "i";

**n<sub>i</sub>** means, for any US Government Securities Business Day "i", the number of calendar days from, and including, that US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day;

**dcc** means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

**d** means the number of calendar days during that Interest Period.

#### Schedule 4

##### Form of Guarantor Confirmation Certificate

*[Insert name of relevant Guarantor here]*

##### GUARANTOR'S CERTIFICATE

\_\_\_\_\_, 2023

This Certificate is delivered on behalf of *[Insert name of relevant Guarantor here]* (the **Guarantor**), a [company][corporation] incorporated in [●].

[I][We], *[insert name of the authorized officers/directors]*, the undersigned, in [my][our] capacity as [[a] duly authorized officer[s]] [or][director] of the Guarantor and not in any individual capacity, do hereby confirm in relation to the Agreements (each as more particularly defined in Schedule 1 of this Certificate) as follows:

1. Unless otherwise defined in this Certificate, words and expressions defined in the Agreements shall have the meanings when used in this Certificate.
2. The Guarantor is a guarantor under each Agreement.
3. [I][We] hereby acknowledge on behalf of the Guarantor that each Agreement shall be amended pursuant to an amendment agreement (each a **Vessel Loan Amendment**) in order to record the agreement of the respective parties to an amendment of the floating interest rate terms from a LIBOR-related rate to a term secured overnight financing rate, with certain fall-backs, and switchover terms to a compounded reference rate in certain circumstances, and further to make any other changes to such Agreements and to enter into or amend any other agreements to the extent deemed appropriate by the Borrower.
4. This Certificate is one of the "certificates" required to be provided pursuant to clause 3.1(b) of each Vessel Loan Amendment and in the context of the requirements of clause 3.1(b) of each Vessel Loan Amendment, [I][we] hereby further acknowledge and confirm on behalf of the

Guarantor the following:

- a. the amendments contemplated in the Vessel Loan Amendment for each Agreement and the contents thereof are acknowledged;
- b. the Guarantee given by the Guarantor in each Agreement and each other Loan Document or Finance Document, as the case may be (as defined in each such Agreement) to which the Guarantor is a party shall remain and continue in full force and effect notwithstanding the amendment of each such Agreement pursuant to the Vessel Loan Amendment applicable to it;
- c. the Guarantee given by the Guarantor in each Agreement shall extend to any new obligations assumed by the Borrower under such Agreement as amended by the Vessel Loan Amendment applicable to it; and

Amendment No. 5 in respect of Hull 1402

- d. continuing to guarantee the amended obligations of the Borrower under the Agreements as amended by the Vessel Loan Amendment applicable to it does not cause any borrowing, guaranteeing or similar limit binding on the Guarantor to be exceeded.

5. [I][we] hereby confirm that:

- a. the copy of the certificate or articles of incorporation, formation or organization or other comparable organizational document of the Guarantor (collectively, the **Organizational Documents**); and
- b. the by-laws or operating, management or similar agreements of the Guarantor (collectively, the **Operating Documents**),

in each case, appended to the Secretary's Certificate dated [[18][21] December 2020][21 April 2021] (the **Original Secretary's Certificate**) remain true and correct Executive on the date of this Certificate Agreement shall be retained by Executive, subject to the terms and have not been amended, modified conditions of the plan(s) or revoked agreement(s) under which such equity grant(s) were awarded or distributed.

## 5. FRINGE BENEFITS.

(a) Generally. Executive and remain Executive's eligible dependents shall be entitled to participate in all pension, welfare, benefits, and fringe benefit programs or other employee perquisite programs approved by Company that now or hereafter may be made generally available to full force time officers of Company and effect. for which Executive or such dependents will qualify according to eligibility requirements under the provisions thereof. Company shall purchase Executive a policy of insurance on the life of Executive in the amount generally available to full time officers of Company, plus an amount equal to one (1) time Executive's annual Base Compensation. Benefits of any such policy of insurance shall be paid to beneficiaries designated by Executive.

(b) Vacation. Executive shall be entitled to paid vacation per calendar year in accordance with Company policies regarding vacation generally.

6. [I][we] hereby represent and warrant (c) Expenses. Executive shall be reimbursed for Executive's business-related expenses incurred on behalf of the Guarantor that [I][we] have the authority to sign this Certificate as evidenced by Schedule [...] of the Original Secretary's Certificate (the **Authorization**). The Authorization has not been modified or rescinded and remains in full force and effect.

7. [The Guarantor does not have its management or control in Liberia nor does it undertake any business activity in Liberia.]
8. Less than a majority of the shareholders of the Guarantor hereto by vote or value are resident in Liberia.]
9. This Certificate shall be governed by and construed in accordance with New York law.

[Signature Pages Follow]

Amendment No. 5 in respect of Hull 1402

---

IN WITNESS WHEREOF, I have set my hand hereto this \_\_\_\_ day of , 2023.

\_\_\_\_\_

[insert name]

[state the signatory's office]

[\_\_\_\_\_]

[insert name]

[state the signatory's office]]

Amendment No. 5 in respect of Hull 1402

---

Schedule 1

Agreements

[for each Guarantor's Certificate, include only those Facility Agreements [and Novation Agreements] in respect of which such entity is a Guarantor]



## FACILITY AGREEMENTS

### OASIS CLASS

1. **Harmony of the Seas:** Facility agreement dated 15 April 2014 (as amended, supplemented and restated from time to time) entered into between, amongst others, RCCL as borrower, the SocGen Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a US Dollar term loan facility in respect of m.v. "Harmony of the Seas" (ex Hull A.34).
2. **Symphony of the Seas:** Facility agreement dated 30 January 2015 (as amended, supplemented and restated from time to time) entered into between, amongst others, RCCL as borrower, Citibank Euro Plc, UK Branch as the Facility Agent (**Citi Facility Agent**) and the banks and financial institutions listed therein as Lenders in relation to a US term loan facility in respect of the passenger cruise vessel m.v. "Symphony of the Seas" (ex Hull B.34).
3. **Wonder of the Seas:** Facility agreement dated 24 July 2017 (as novated, amended and restated pursuant to a novation agreement dated 24 July 2017, as further amended, supplemented and restated from time to time) entered into between, amongst others, RCCL as borrower, the Citi Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility in respect of m.v. "Wonder of the Seas" (ex Hull C34).

### QUANTUM CLASS

1. **Quantum of the Seas:** Facility agreement dated 8 June 2011 (as amended, supplemented and restated from time to time) in respect of m.v. "Quantum of the Seas" (builder's hull no. S-697) entered into between, amongst others, RCCL as borrower, KfW IPEX-Bank GmbH as Hermes agent (in this capacity, the Hermes Agent), KfW IPEX-Bank GmbH as facility agent (in this capacity, the Facility Agent) and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).

### Amendment No. 5 in respect of Hull 1402

2. **Anthem of the Seas:** Facility agreement dated 8 June 2011 (as amended, supplemented and restated from time to time) in respect of m.v. "Anthem of the Seas" (builder's hull no. S-698) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).
3. **Ovation of the Seas:** Facility agreement dated 31 March 2016 (as amended, supplemented and restated from time to time) in respect of m.v. "Ovation of the Seas" (builder's hull no. S-699) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).
4. **Spectrum of the Seas:** Facility agreement dated 13 November 2015 (as amended, supplemented and restated from time to time) in respect of m.v. "Spectrum of the Seas" (builder's hull no. S-700) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).

5. **Odyssey of the Seas:** A facility agreement dated 13 November 2015 (as amended, supplemented and restated from time to time including by an amendment agreement dated 30 April 2020) in respect of m.v. "Odyssey of the Seas" (builder's hull no. S-713) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).

#### SOLSTICE CLASS

1. **Celebrity Solstice:** Facility agreement dated 7 August 2008 (as amended, supplemented and restated from time to time, including by way of a supplemental agreement dated 23 April 2020) in respect of m.v. "Celebrity Solstice" (builder's hull no. S-675) entered into between, amongst others, RCCL as borrower, the Hermes Agent, KfW IPEX-Bank GmbH as administrative agent (in this capacity, the Administrative Agent) and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of €412,000,000.
2. **Celebrity Equinox:** Facility agreement dated 15 April 2009 (as amended, supplemented and restated from time to time) in respect of m.v. "Celebrity Equinox" (builder's hull no. S-676) entered into between, amongst others, Royal Caribbean Cruises Ltd. (RCCL) as borrower, KfW IPEX-Bank GmbH as the Hermes Agent (in this capacity, the Hermes Agent), the Administrative Agent (in this capacity, the Administrative Agent) and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of €412,000,000.
3. **Celebrity Eclipse:** Facility agreement dated 26 November 2009 (as amended, supplemented and restated from time to time) in respect of m.v. "Celebrity Eclipse" (builder's hull no. S-677) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Administrative Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of €420,000,000.
4. **Celebrity Silhouette:** Facility agreement dated 27 February 2009 (as amended, supplemented and restated from time to time, including by way of a supplemental agreement dated 22 April 2020) in respect of m.v. "Celebrity Silhouette" (builder's hull no. S-679) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Administrative Agent and the banks

#### Amendment No. 5 in respect of Hull 1402

---

and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of €444,000,000.

5. **Celebrity Reflection:** Facility agreement dated 19 December 2008 (as amended, supplemented and restated from time to time, including by way of a supplemental agreement dated 8 April 2020) in respect of m.v. "Celebrity Reflection" (builder's hull no. S-691) entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Administrative Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of €485,600,000.

#### EDGE CLASS

1. **Celebrity Edge:** Facility agreement dated 22 June 2016 (as novated, amended and restated pursuant to a novation agreement dated 22 June 2016, as further amended, supplemented and restated from time to time) entered into between, amongst others, RCCL as borrower, the Citi Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a US Dollar term loan facility in respect of m.v. "Celebrity Edge" (ex Hull J34).
2. **Celebrity Apex:** Facility agreement dated 22 June 2016 (as novated, amended and restated pursuant to a novation agreement dated 22 June 2016, as further amended, supplemented and restated from time to time) entered into between, amongst others, RCCL as borrower, the Citi Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a US Dollar term loan facility in respect of m.v. "Celebrity Apex" (ex Hull K34).

3. **Celebrity Beyond:** Facility agreement dated 24 July 2017 (as novated, amended and restated pursuant to a novation agreement dated 24 July 2017, as further amended, supplemented and restated from time to time) entered into between, amongst others, RCCL as borrower, the Citi Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility in respect of m.v. "Celebrity Beyond" (ex Hull L34).

Amendment No. 5 in respect of Hull 1402

---

ICON CLASS

1. **ICON 1:** Facility agreement dated 11 October 2017 (as amended, supplemented and restated from time to time) in respect of the passenger cruise vessel with builder's hull no. 1400 entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee, the Finnvera Premium and (if applicable) the Finnvera Balancing Premium (as such terms are defined therein).
2. **ICON 2:** Facility agreement dated 11 October 2017 (as amended, supplemented and restated from time to time) in respect of the passenger cruise vessel with builder's hull no. 1401 entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee, the Finnvera Premium and (if applicable) the Finnvera Balancing Premium (as such terms are defined therein).
3. **ICON 3:** Facility agreement dated 18 December 2019 (as amended, supplemented and restated from time to time) in respect of the passenger cruise vessel with builder's hull no. 1402 entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent. (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee, the Finnvera Premium and (if applicable) the Finnvera Balancing Premium (as such terms are defined therein).

SILVERSEA SHIPS

1. **Evolution 1:** Facility agreement dated as of 19 September 2019 (as amended, supplemented and restated from time to time) in respect of the passenger cruise vessel with builder's hull no. S-719 entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).
2. **Evolution 2:** Facility agreement dated as of 19 September 2019 (as amended, supplemented and restated from time to time) in respect of the passenger cruise vessel with builder's hull no. S-720 entered into between, amongst others, RCCL as borrower, the Hermes Agent, the Facility Agent and the banks and financial institutions listed therein as Lenders in relation to a term loan facility not exceeding the US dollar equivalent of eighty per cent (80%) of the Contract Price and one hundred per cent (100%) of the Hermes Fee (as such terms are defined therein).

The facility agreements listed in this Schedule 1, the **Agreements**.

Amendment No. 5 in respect of Hull 1402

Exhibit A  
Form of Second Finnvera Guarantee

Amendment No. 5 in respect of Hull 1402

Confirmed form

Buyer Credit Guarantee Agreement BC [ ]

Whereas Finnvera has decided to grant, Company in accordance with the Act on travel and entertainment expense policy of Company or RCL in effect at the State's Export Credit Guarantees (422/2001), time the Buyer Credit Guarantee expense was incurred. Executive agrees to the Guarantee Holder as security for the Credit, therefore Finnvera maintain such records and the Guarantee Holder have agreed on the following:

1 Definitions

The definitions set out in the General Conditions for Buyer Credit Guarantees dated 1 March 2004 shall apply to this Guarantee Agreement, unless otherwise stated herein. Capitalised terms used in this Guarantee Agreement shall have the following meanings:

**Borrower** Royal Caribbean Cruises Ltd., Liberia.

**Buyer** the Borrower.

**Buyer Credit Guarantee** the buyer credit guarantee agreed upon herein.

**Contract Price** the contract price under the Delivery Contract, being maximum EUR 1,715,000,000 including change orders and owner's supply items.

**Credit** Finnvera Balancing Loan made available or documentation of all such expenses to be made available to the Borrower under the Credit Agreement.

**Credit Adjustment Spread**  
means 0.42826%.

**Credit Agreement** the credit agreement entered into on 18 December 2019 between the Borrower, the Original Lender reimbursed by Company hereunder as Company or RCL shall require and the Guarantee Holder acting in such detail as Facility Agent as amended, novated, supplemented Company or restated from time to time..

**Delivery Contract** the shipbuilding contract concerning the Export Transaction entered into on 28 June 2019 between the Exporter and the Buyer (as amended from time to time).

**Delivery Date** the date of delivery and acceptance of the Vessel under the Delivery Contract estimated to take place on 8 May 2025.

**Export Transaction** the purchase and delivery of the Vessel to be built by the Exporter in Finland.

**Exporter** Meyer Turku Oy, a company incorporated in Finland.

**Finnvera Balancing Lender**  
has the meaning given to it in the Credit Agreement.

**Finnvera Balancing Loan**  
has the meaning given to it in the Credit Agreement.

**Guarantee Holder** KfW IPEX-Bank GmbH (for the benefit of itself as original Finnvera Balancing Lender and any new lender that will become a Finnvera Balancing Lender under Section 11.11.1 of the Loan Agreement), a company incorporated in Germany.

---

**Guarantee Premium** the premium payable to Finnvera in accordance with Clause 5.1 below and calculated in accordance with the grid therein.

**Hermes** Euler Hermes Aktiengesellschaft, Hamburg, acting in its capacity as representative of the Federal Republic of Germany in connection with the issuance of export credit guarantees.

**Hermes Loan** the "Hermes Commitment Amount" and any subsequent "Hermes Loan" as such terms are defined in the Credit Agreement.

**Pricing Grid**  
has the meaning given to it in Clause 5.1.

**Reference Rate** has the meaning given to it in the Credit Agreement.

**Vessel** cruise vessel of approximately 242,900 GT with the Exporter's Hull number 1402.

## 2 Credit Purpose and Terms

### 2.1 Purpose

The purpose of the Credit shall be financing of the Export Transaction and the Guarantee Premium.

### 2.2 Terms

The main terms of the Credit are as follows:

**Principal** The principal amount of the Finnvera Balancing Loan such amount not to exceed the aggregate of (a) the lesser of (i) the USD equivalent of EUR 160,000,000 less 80% of the Eligible German Content Amount (if any) and (ii) the USD equivalent of EUR 160,000,000 less 5% of the aggregate commitments of the Lenders under the Credit Agreement; and (b) 100% of the Guarantee Premium.

The portion of the Credit for the purpose to finance the Guarantee Premium under Finnvera Balancing Loan shall, however, not exceed the lower of (i) the actual Guarantee Premium to be determined and be paid by the Borrower in accordance with Clause 5.1, and (ii) the Guarantee Premium determined by using the percentage specified in level 3 of the Pricing Grid.

**Disbursement** The Credit shall be disbursed in one lump sum two (2) business days prior to the Expected Delivery Date (as defined in the Credit Agreement).

**Repayment** The Credit shall be repaid in twenty-four (24) equal consecutive semi-annual instalments, the first instalment being due six (6) months from the date the Credit is disbursed.

RCL may reasonably request.

**Interest 6.** (a) German CIRR Rate not higher than 3.69% or lower than 3.29% as determined in accordance with the Credit Agreement plus the applicable Margin of 0.20% p.a. or 0.20% p.a. to 0.50% p.a. (as the case may be); or (b) the aggregate of the Reference Rate; the Credit **TERMINATION**.

Adjustment Spread; and the margin of 0.85% p.a.; If the aggregate of the Reference Rate and the Credit Adjustment Spread is less than zero, the Reference Rate will be deemed to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

**Default interest** Interest plus 3% p.a.

## 2.3 Security and Special Terms

[This Section 2.3 to be updated prior to delivery of the Vessel by aligning this Section with the then current and applicable terms under Section 2.3 (Security and Special Terms) of the Buyer Credit Guarantee Agreement BC 137-16/1.]

### 2.3.1 Security

The Guarantee Holder shall ensure that the Credit Agreement provides that the Borrower will not, and will not permit any of its subsidiaries to, create, incur, assume or suffer to exist any Lien (as defined in the Credit Agreement) upon any of its property, revenues or assets whether now owned or hereafter acquired, other than as permitted pursuant to the terms of the Credit Agreement.

The Guarantee Holder shall ensure that any future security (if any) to be provided for the Borrower's obligations under the Credit Agreement shall secure the Borrower's outstanding obligations on *pro rata pari passu* –basis between the Lenders (as defined in the Credit Agreement).

The Guarantee Holder shall ensure by agreeing with the Borrower an equal treatment undertaking that the structural credit enhancements to be created by and in relation to the guarantees as described in document ["Proposed Credit Enhancements and Carveouts" attached hereto as Schedule 3] (the "Proposal") shall be implemented on *pari passu* basis with the other creditors covered by any Export Credit Agency guarantee.

### 2.3.2 Covenants, undertakings and events of default

#### 2.3.2.1 General

The Credit Documents shall contain covenants, undertakings and events of default customary to this type of financing.

#### 2.3.2.2 Financial Covenants

The Credit Documents shall contain at least the following financial covenants which shall apply to the Borrower and its subsidiaries on a consolidated basis and shall be measured on a quarterly basis.

The Borrower will not:

- (i) permit the Net Debt to Capitalization Ratio (as defined in the Credit Agreement) as at the end of any Fiscal Quarter (as defined in the Credit Agreement) to be greater than 0.625:1, except for the period from the Fiscal Quarter commencing 1 January 2022 until the end of the Fiscal

Quarter ending 31 December 2024 where the Net Debt to Capitalization Ratio shall not be greater than as set below under column “Original ratio”.

Fiscal Quarter	Net Debt to Capitalization Ratio	
	Fall-back ratio	Original ratio
On (and including) 1 January 2022 until (and including) 31 March 2022	0.775 to 1	0.775 to 1
On (and including) 1 April 2022 until (and including) 30 June 2022	0.775 to 1	0.775 to 1
On (and including) 1 July 2022 until (and including) 30 September 2022	0.775 to 1	0.775 to 1
On (and including) 1 October 2022 until (and including) 31 December 2022	0.750 to 1	0.750 to 1
On (and including) 1 January 2023 until (and including) 31 March 2023	0.750 to 1	0.725 to 1
On (and including) 1 April 2023 to (and including) 30 June 2023	0.750 to 1	0.725 to 1
On (and including) 1 July 2023 until (and including) 30 September 2023	0.750 to 1	0.700 to 1
On (and including) 1 October 2023 until (and including) 31 December 2023	0.750 to 1	0.700 to 1
On (and including) 1 January 2024 until (and including) 31 March 2024	0.725 to 1	0.700 to 1
On (and including) 1 April 2024 to (and including) 30 June 2024	0.700 to 1	0.700 to 1
On (and including) 1 July 2024 until (and including) 30 September 2024	0.675 to 1	0.675 to 1
On (and including) 1 October 2024 until (and including) 31 December 2024	0.650 to 1	0.650 to 1
On (and including) 31 March 2025 and thereafter	0.625 to 1	0.625 to 1

In case the Net Debt to Capitalization Ratio set out under column “Original ratio” appear overly stringent, the Borrower may apply for application of the ratios set out under column “Fall-back ratio”. The application of such ratios shall be subject to a separate consent from Finnvera and FEC.

- (ii) permit the Fixed Charge Coverage Ratio (as defined in the Credit Agreement) to be less than 1.25 to 1 as at the last day of any Fiscal Quarter;
- (iii) if, at any time, the Senior Debt Rating of the Borrower is less than Investment Grade as given by both Moody's and S&P, permit Stockholders' Equity (as defined in the Credit Agreement) to be less than, as at the last day of any Fiscal Quarter, the sum of (I) the applicable Starting Threshold plus (II) 50% of the consolidated net income of the Borrower and its subsidiaries for the period commencing on 1 January 2007 and ending on the last day of the Fiscal Quarter most recently ended (treated for these purposes as a single accounting period but in any event excluding any Fiscal Quarters for which the Borrower and its subsidiaries have a consolidated net loss). For the purposes of this item (iii), the "**Starting Threshold**" shall mean, for each Fiscal Quarter:
  - a. up to and ending on 30 September 2022, USD 3,000,000,000;
  - b. up to and ending on 31 December 2022, USD 3,000,000,000;
  - c. up to and ending on 31 March 2023, USD 3,000,000,000;
  - d. up to and ending on 30 June 2023, USD 3,250,000,000;
  - e. up to and ending on 30 September 2023, USD 3,500,000,000;
  - f. up to and ending on 31 December 2023, USD 3,750,000,000;
  - g. up to and ending on 31 March 2024, USD 4,000,000,000;
  - h. up to (and including) 30 June 2024 and thereafter, USD 4,150,000,000;

For the purposes of determining Stockholders' Equity under the Credit Agreement:

- (i) for the Fiscal Quarter ended March 31, 2023, a maximum amount of USD1,150,000,000 of 4.25% Converted Debt (as defined in the Credit Agreement) can be included in Stockholders' Equity for the purposes of that Fiscal Quarter;
- (ii) each of the Borrower's 4.25% Converted Debt and 2.875% Converted Debt (as defined in the Credit Agreement) may be included to calculation of the level of Stockholders' Equity for each Fiscal Quarter for the period between 30 September 2022 until the end of the last full Fiscal Quarter to end prior to the then maturity date of each such indebtedness, whereafter only such amount of the respective convertible note actually converted into equity securities, may be included to calculation of the level of Stockholders' Equity; and
- (iii) starting from 31 March 2020, one-time expenses (including, inter alia, prepayment penalties) relating to the refinancing of secured or guaranteed indebtedness, may be added back to Stockholders' Equity, on the condition that such add-backs shall be treated similarly than, and be included to, the Add-Backs defined in the consent letter issued by Finnvera and FEC to the Facility Agent on 22 December 2021. In such consent is stated (as further detailed therein) that the Add-Backs shall be (i) reduced to zero immediately starting from the Fiscal Quarter ending on 30 September 2025, or, if so consented by the Export Credit Agencies, (ii) phased out by 25 percentage point per annum starting from the Fiscal Year 2025 (meaning that for the Fiscal Year 2028, the Add Backs would not be applicable).

### 2.3.2.3 Framework and Covenant Suspension Period



The financial covenants shall, during the Covenant Suspension Period (as defined below), continue to (a) **Generally**. Executive's employment may be **tested** terminated in accordance with the **terms** following paragraphs.

(b) **Mutual**. Executive's employment under this Agreement may be terminated upon the mutual written agreement of Company and Executive.

(c) **Death or Disability**. In the event of the **Existing Credit** death of Executive, this Agreement shall terminate. If, during Executive's employment under this Agreement, Executive shall become disabled, as defined by Company's then applicable and governing long term disability plan or policy, and unable to perform Executive's duties as required herein ("**Disability**"), then Company may, upon written notice to Executive, terminate Executive's employment under this Agreement and this Agreement shall terminate upon such termination of employment.

(d) **Cause**. Executive's employment under this Agreement may be terminated by Company for "**Cause**," which shall mean the **reporting** existence or occurrence of one or more of the following conditions or events:

(i) Executive's commission of fraud, deceit, misappropriation, theft, embezzlement, financial **covenants** shall be **made** misrepresentation or other similar behavior or action;

(ii) Executive being convicted of or entering a plea of guilty or nolo contendere to any crime which constitutes a felony offense or any crime involving moral turpitude;

(iii) Executive's actions or failure(s) to act constitute a material conflict of interest;

(iv) Executive's intentional, reckless, or grossly negligent conduct results in **accordance** damage of a material nature to any property or business interests of Company, RCL, or any of their past and present subsidiaries, affiliates, officers, directors, board members, employees, agents, or assigns (collectively with the Credit Agreement, but (subject to paragraphs 1.2 and 2.2 of the "Debt Deferral Extension Framework" attached hereto as Schedule 2 (the RCL, "**Framework Affiliates**")) any;

(v) Executive's actions or failure(s) to act constitute a material breach of **such financial covenants** shall not result in any **Event** Executive's duties; or

(vi) Executive's failure to follow the lawful directives of **Default Company** or **other mandatory prepayment event** solely RCL, with respect to Executive's duties hereunder or to comply with Company or RCL policies, as a result of any such breach of the financial covenants until and including 31 December 2022 (the "**Covenant Suspension Period**"), unless the Borrower has entered into all-lender restructuring from time to time constituted or moratorium, customary bankruptcy or insolvency proceedings; for the avoidance of doubt, the Covenant Suspension Period shall be applied to all loans under the Credit Agreement. **amended**.

Notwithstanding to what is set forth above under this Clause 2.3.2.3, the Covenant Suspension Period shall cease with immediate effect in **In the event** Executive shall become the **Borrower** pays dividends, subject of an arrest, indictment, charge, or information, or any other **distributions** judicial or quasi-judicial proceeding brought by any state or federal law enforcement or administrative agency, relating to the alleged commission by Executive of any crime described in Section 6(d)(ii), Company may, at its **shareholders ("Restricted Payments" as set out** election, immediately suspend Executive, without compensation, pending an acquittal or satisfactory (to Company in the Credit Agreements) except for (x) dividends **its sole discretion** dismissal or other distributions with respect to its Equity Interests (as defined in the Credit Agreement) payable solely in additional shares **disposition** of its Equity Interests or options to purchase Equity Interests, (y) Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans (including with respect to performance shares issued in the ordinary course of business) for present or former officers, directors, consultants or employees **any** of the **Borrower** in the ordinary course of business consistent with past practice and (z) the payment of cash in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exercisable for Equity Interests of the Borrower prior to the end of the Covenant Suspension Period.

The Borrower shall report to Finnvera according to the Annex of the Framework "Debt Deferral Extension – Regular Monitoring Requirements" and provide any other information Finnvera may ask as a relevant update information of the Borrower.

The terms and conditions of Framework and the Proposal shall be implemented to the Credit Agreement in a manner acceptable to Finnvera.

The Borrower shall undertake to use its best endeavors fulfilling its obligations under its existing shipbuilding contracts with the Finnish yard (i.e., the Borrower shall not unreasonably, unduly, and without consultation delay instalments and scheduled vessel deliveries and shall work reasonably together with the yard to resolve any crisis-related construction delays) and to negotiate with the yard possible changes to the shipbuilding contracts in good faith and on best effort basis.

### 3 Applicable Conditions

### 3.1 General Conditions

The General Conditions shall apply to the Buyer Credit Guarantee. The parties hereto accept the provisions of the General Conditions as part of this Guarantee Agreement with the same force and effect as they were fully set forth herein subject to exceptions and amendments set out in this Guarantee Agreement, foregoing. In the event of any inconsistency between this Guarantee Agreement and such acquittal or satisfactory dismissal or other disposition of charges following the General Conditions, suspension of Executive by Company, upon reinstatement of Executive, Company's obligation to compensate Executive during the terms suspension shall be the lesser of this Guarantee Agreement shall prevail.

#### 3.1.1 Clarification of Clause 16.2 c)

Notwithstanding what is stated in Clause 16.2 c) of the General Conditions, Finnvera shall not be released from liability to pay indemnification although the Guarantee Holder has disclosed to Finnvera false or misleading information, provided that such information was sourced from a third party and conforms to that received by the Guarantee Holder, and provided further that the Guarantee Holder has proven, to the reasonable satisfaction of Finnvera, that the Guarantee Holder has diligently and carefully assessed the adequacy and accuracy of such information upon receipt and before disclosing the same to Finnvera.

#### 3.1.2 Clarification of Clause 19 Executive's unpaid annual Base

3

Notwithstanding what is stated in Clause 19 Compensation during the period of suspension or Executive's annual Base Compensation for a period of one (1) year from the date of the General Conditions suspension.

No termination of Executive's employment hereunder by Company for Cause shall be effective as a termination for Cause unless the provisions of this Section 6(d) shall first have been complied with. Any termination of Executive's employment by Company under this Section 6(d) shall be communicated by written notice to Executive given in accordance with Section 14 hereof ("Notice of Termination").

Termination for Cause as a result of events set forth in Sections 6(d)(i) through (iv) above shall be effective immediately upon delivery of the Notice of Termination. In the event of a Termination for Cause as a result of the events set forth in Section 6(d)(v) or (vi) above, Executive shall have fifteen (15) days (the "Cure Period") from the date Executive receives a Notice of Termination to remedy and cure any alleged Cause supporting any termination pursuant to this Section 6(d)(v) or (vi). If Executive fails to cure such alleged Cause within the Act on the State-Owned Specialist Financing Cure Period (during which time Company, (443/1998) payments owing to Finnvera in connection with credits, guarantees or other contingent liabilities provided by Finnvera and any default interest on such payments may be recovered by way of distraint without judgment or decision, as provided in the Act on Execution of Taxes and Fees (706/2007 as amended).

#### 3.1.3 Clarification of Clause 21.2

In addition to, what has been stated in Clause 21.2 of the General Conditions, Finnvera reserves a right, at its sole discretion, may suspend Executive (without compensation), Executive's employment hereunder and this Agreement shall then immediately terminate for Cause.

(e) Without Cause. Executive may be terminated by Company for any reason or for no reason at any time.

(f) Executive Termination for Good Reason. Executive shall have the right to reinsure from terminate Executive's employment with Company for Good Reason. For purposes of this Agreement, "Good Reason" shall mean:

(i) the assignment to Executive of duties or responsibilities materially inconsistent with Executive's position or other action by Company or RCL which results in a third party material diminution in part Executive's duties or wholly the risk related responsibilities, including without limitation, changes to this Buyer Credit Guarantee. It is expressly acknowledged by the Guarantee Holder that it shall ensure that the Credit Documents conform Executive's position in any succeeding surviving corporate entity in comparison to the extent necessary position currently held with Company, excluding for this purpose isolated, immaterial, insubstantial, temporary or inadvertent actions; or

(ii) failure by Company to provide Executive with the above requirement. It is further acknowledged that such reinsurer may seek reinsurance compensation and benefits as provided for its obligations in this Agreement, other than isolated, insubstantial and inadvertent failures not occurring in bad faith and which are remedied by Company promptly after receipt of notice thereof given by Executive.

### 3.2 Special Conditions

#### 3.2.1 Know Your Customer -checks

The Guarantee HolderNo termination of Executive's employment hereunder by Executive for Good Reason shall perform and comply with all necessary "know your customer" or other similar checksbe effective unless the provisions of this Section 6(f) shall first have been complied with. Any termination of Executive's employment by Executive under all applicable laws and regulations in relation this Section 6(f) shall be communicated by a Good Reason Termination Notice to the financing Company given within thirty (30) days of the Export Transaction and become satisfied with such findings and results accordingly. The Guarantee Holder shall notify Finnvera if carrying out such checks in relation to the Credit it becomes aware of any such thing that could have an adverse effect to the financing occurrence of the Export Transaction or that might have event listed above in accordance with Section 14. A "Good Reason Termination Notice" means a negative impact on Finnvera or FEC.

3.2.2 Decisions, Amendments written notice which (1) indicates the specific termination provision in this Agreement relied upon, (2) sets forth, in reasonable detail, the facts and Waivers

Where the Guarantee Holder (acting in any capacity) receives circumstances claimed to provide a request basis for any material amendment, consent or waiver termination of Executive's employment under the Credit Documents, the Guarantee Holder shall ask Finnvera's consent in respect of any such material amendment, consent or waiver (which consent provision so indicated, and (3) specifies a termination date, which date shall not be unreasonably withheld or delayed). Finnvera is entitled to instruct the Guarantee Holder and the Finnvera Balancing Lenders how to exercise their rights regarding the Credit under the Credit Documents. The Guarantee Holder and the Finnvera Balancing Lenders shall comply with the written instructions and notices given by Finnvera and shall not exercise any rights under the Credit Documents in a manner inconsistent with such written instructions and notices of Finnvera, provided that any such instruction do not oblige the Guarantee Holder or the Finnvera Balancing Lenders to act outside of or contrary to or in breach of their obligations under or the powers and authority conferred on them (acting in any capacity) under the Credit Documents. For avoidance of doubt, nothing in this Clause 3.2.2 shall affect the obligations of the Guarantee Holder under Clause 4.2 of the General Conditions.

#### 3.2.3 Conformity of Credit Agreement

The Guarantee Holder shall ensure that the Credit Agreement conforms to this Guarantee Agreement at the time of execution of the Credit Agreement and the Guarantee Holder shall be liable for such inconsistencies that may arise between this Guarantee Agreement and the Credit Agreement.

#### 3.2.4 Disbursement

Notwithstanding Clause 4.7 of the General Conditions, funds may be disbursed as set forth in Section 2.5 of the Credit Agreement.

#### 3.2.5 Costs and Expenses less than

The Guarantee Holderthirty (30) nor more than forty-five (45) calendar days after the giving of such notice. Company shall on behalf of Finnvera chargehave thirty (30) days (the "Company's Cure Period") from the Borrower all out-of pocket costdate Company receives a Good Reason Termination Notice to remedy and expenses (including but not limited cure any alleged Good Reason supporting any termination pursuant to legal fees) incurred by Finnvera in connection with the preparation, negotiation this Section 6(f). If Company fails to cure such alleged Good Reason within Company's Cure Period, Executive's employment hereunder and execution this Agreement shall then terminate for Good Reason as of the Buyer Credit Guarantee and conclusion of Company's Cure Period or the termination date set forth in the Good Reason Termination Notice, whichever is later. If Company cures the alleged Good Reason, Executive may not terminate for Good Reason under this Guarantee Agreement, Agreement.

(g) Resignation. Executive shall have the Credit Documents and right to terminate Executive's employment with Company at any related document and/or instrument time for any reason whatsoever.

## 7. COMPENSATION UPON TERMINATION.

### 3.2.6 Material Increase(a) Generally. Executive's entitlement to compensation in the event of Risk

Pursuant to Clause 6.1 of the General Conditions Finnvera a Termination Event, shall be entitled as set forth in this Section 7.

(b) Mutual. If this Agreement and Executive's employment hereunder is terminated by mutual agreement pursuant to act Section 6(b) hereof, Executive's compensation and take certain measures benefits on a going forward basis shall be as described agreed to by the parties at such time.

(c) Death. If this Agreement and Executive's employment hereunder is terminated due to the death of Executive pursuant to Section 6(c), Company shall have no obligation to Executive or legal representatives of Executive other than (i) payment of Executive's Base Compensation through such date of termination; (ii) payment of any accrued benefits or obligations owed to Executive; (iii) benefits (if any) provided in such Clause 6.1 in case the risk accordance with applicable plans, programs and arrangements of Loss has materially increased Company or as compared against the circumstances prevailing required by law; and (iv) any outstanding equity grant(s) held by Executive at the time of issuing such termination to the Guarantee Agreement. Notwithstanding extent provided for under the agreement or plan pursuant to which such grant(s) was issued.

(d) Disability. If Executive's employment is terminated due to a Disability pursuant to Section 6(c), Company shall have no obligation to Executive or legal representatives of Executive other than (i) payment of Executive's Base Compensation through such date of termination; (ii) payment of any accrued benefits or obligations owed to Executive; (iii) benefits (if any) provided in accordance with applicable plans, programs and arrangements of Company or as required by law; and (iv) any outstanding equity grant(s) held by Executive at the time of such termination to the extent provided for under the agreement or plan pursuant to which such grant(s) was issued.

(e) Cause. If this Agreement and Executive's employment hereunder is terminated for Cause pursuant to Section 6(d) hereof, Company shall have no obligation to Executive or legal representatives of Executive other than (i) payment of Executive's Base Compensation through such date of termination; (ii) payment of any accrued benefits or obligations owed to Executive; (iii) benefits (if any) provided in accordance with applicable plans, programs and arrangements of Company or as required by law; (iv) any outstanding equity grant(s) held by

5

Executive at the time of such termination to the extent provided for under the agreement or plan pursuant to which such grant(s) was issued.

(f) Without Cause. If this Agreement and Executive's employment hereunder is terminated without Cause pursuant to Section 6(e) hereof, Company shall have no obligation to Executive or legal representatives of Executive other than (conditioned upon the last sentence of this Section 7(f)) (i) payment of termination compensation in the amount equal to two (2) times Executive's annual Base Compensation in effect on the date of such termination, subject to applicable withholding taxes, and payable, subject to Sections 7(h) and 7(k), in accordance with Company's payroll cycle during the two (2) year period commencing on the date of such termination; (ii) payment of the Executive's "target bonus," as that term is used in Company's current bonus plan for full time officers of Company, or its equivalent if the term or plan should be amended, which Executive would have been otherwise entitled to receive during the two (2) year period commencing on the date of such termination, payable, subject to Section 7(h), at such time as annual incentive bonuses are paid pursuant to the plan; (iii) continued coverage of medical benefits at the same cost as similarly situated active employees for a period of one (1) year or until such time as Executive commences new employment, whichever occurs first; (iv) payment of any accrued benefits or obligations owed to Executive; (v) benefits (if any) provided in accordance with applicable plans, programs and arrangements of Company or as required by law; (vi) payment of reasonable professional search fees relating to Executive's outplacement; and (vii) any outstanding equity grant(s) held by Executive at the time such termination to the extent provided for under the agreement or plan pursuant to which such grant(s) was issued. In consideration of the compensation and benefits payable to Executive pursuant to subsections (i), (ii), (iii), and (vi), Executive shall, as a condition to payment of such compensation and benefits, execute a general release, in form and substance reasonably acceptable to Company, releasing Company and its Affiliates from all claims and liabilities, except for any accrued obligations.

(g) Executive Termination for Good Reason. If this Agreement and Executive's employment hereunder is terminated by Executive for Good Reason pursuant to Section 6(f) hereof, Company shall have no obligation to Executive or legal representatives of Executive other than (conditioned

upon the last sentence of this Section 7(g)) (i) payment of termination compensation in the amount equal to two (2) times Executive's annual Base Compensation in effect on the date of such termination, subject to applicable withholding taxes, and payable, subject to Sections 7(h) and 7(k), in accordance with Company's payroll cycle during the two (2) year period commencing on the date of such termination; (ii) payment of the Executive's "target bonus," as that term is used in Company's current bonus plan for full time officers of Company, or its equivalent if the term or plan should be amended, which Executive would have been otherwise entitled to receive during the two (2) year period commencing on the date of such termination, payable, subject to Section 7(h), at such time as annual incentive bonuses are paid pursuant to the plan; (iii) continued coverage of medical benefits at the same cost as similarly situated active employees for a period of one (1) year or until such time as Executive commences new employment, whichever occurs first; (iv) payment of any accrued benefits or obligations owed to Executive; (v) benefits (if any) provided in accordance with applicable plans, programs and arrangements of Company or as required by law; (vi) payment of reasonable professional search fees relating to Executive's outplacement; and (vii) any outstanding equity grant(s) held by Executive at the time of such termination to the extent provided for under the agreement or plan pursuant to which such grant(s) was issued. In consideration of the compensation and

benefits payable to Executive pursuant to subsections (i), (ii), (iii), and (vi), Executive shall, as a condition to payment of such compensation and benefits, execute a general release, in form and substance reasonably acceptable to Company, releasing Company and its Affiliates from all claims and liabilities, except for any accrued obligations.

(h) **Six-Month Deferral.** If Executive is a "specified employee" as defined in Section 409A(a)(2)(B)(i) of the Internal Revenue Code, Executive shall not be paid the amounts that would otherwise be payable to Executive pursuant to Section 7(f)(i) or Section 7(g)(i), as the case may be, for the first six months following termination of Executive's employment. The aggregate of such amounts shall instead be paid in one lump sum immediately following the expiration of the six-month period. The preceding payment restriction shall not apply to the extent that any portion of such payment, if made during the first six-month period, would be treated as exempt from the provisions of **Clause 6.1** Section 409A or would otherwise be treated as permitted deferred compensation pursuant to any other applicable provisions of Section 409A or the rules and regulations promulgated thereunder (for example, as separation pay due to an involuntary termination pursuant to 1.409A-1(b)(9)(iii) of the **General Conditions**, Treasury Regulations).

(i) **Resignation.** If this Agreement and Executive's employment hereunder is terminated due to Executive's resignation pursuant to Section 6(g) hereof, Company shall have no obligation to Executive or legal representatives of Executive other than (i) the **following** payment of Executive's Base Compensation through such date of termination; (ii) the payment of any accrued benefits or obligations owed to Executive; and (iii) benefits (if any) provided in accordance with applicable plans, programs and arrangements of Company or as required by law; and (iv) any outstanding equity grant(s) held by Executive at such time to the extent provided for under the agreement or plan pursuant to which such grant(s) was issued.

(j) **No Mitigation.** Executive shall **apply**; not be required to mitigate the amount of any payments provided for in Sections 7(f) and 7(g) by seeking other employment or otherwise, nor shall the amount of any payments or benefits provided for in Sections 7(f) and 7(g) be reduced by any compensation earned by Executive as a result of employment by another employer or by retirement benefits.

(a) for(k) **Severance Deferral.** Except as otherwise provided in Section 7(h), the **period prior to disbursement** commencement of the **Credit**, the **risk** payments due under Sections 7(f)(i) and 7(g)(i) shall commence no later than 60 days of **Loss will have been deemed to have materially increased since** the date of **issuing** such termination provided that the **Guarantee Agreement only if there occurs a material adverse change** Executive has executed and submitted the release and the period for revocation of the release pursuant to applicable law has expired within the 60-day period. In any case where the period for execution and revocation of the release begins in one calendar year and ends in another calendar year, the commencement of payments shall be deferred until the second calendar year regardless of whether the release is executed in the **financial condition** first calendar year. The aggregate of **the Borrower or other material adverse event or circumstance which is likely, in the reasonable opinion of Finnvera, any amounts deferred pursuant to result in the Borrower being unable to perform its payment obligations in relation to the Credit as they fall due. In measuring the financial condition of the Borrower in the sense of its ability to repay the Credit, the fulfilment of the financial covenants set forth in Clause 2.3.2 hereinbefore** this Section 7(k) shall be **taken into account. In paid in one lump sum on the first payroll date on which payments commence hereunder. Under no circumstances referred shall Executive be permitted to in this Clause 3.2.10 (a), designate the Guarantee Holder and Finnvera shall discuss with the Borrower in good faith and within a reasonable time period with a view to determining measures that might be taken by the Borrower, then or in the future, to eliminate these circumstances. The type of measures to be taken in order to avoid or limit the Loss and the decisions in relation to such measures shall be determined in accordance with Clause 6.1. of the General Conditions; and**



(b) for the period following disbursement of the Credit, Finnvera shall, when exercising its rights under Clause 6.1. of the General Conditions, not have the right to decide on acceleration of the Credit or other measures unless acceleration or such other measures are permitted in accordance with the terms contained in the Credit Agreement. In no event shall Clause 6.1 of the General Conditions grant to Finnvera or any Lender any right or remedy against the Borrower other than as set forth in the Credit Documents.

### 3.2.7 Confidentiality

The following shall be added at the end of Clause 21.1 of the General Conditions: “, calendar year in which case Finnvera shall require a confidentiality undertaking from any such external adviser if such adviser is not bound by sufficient confidentiality obligation under the law.” payments commence.

4 Limits8. **CONFIDENTIAL INFORMATION AND NON-DISCLOSURE.** Executive recognizes and acknowledges that Executive will have access to certain confidential information of Finnvera's Liability

### 4.1 Guaranteed Receivables

Finnvera's liability to pay any indemnification under the Buyer Credit Guarantee is limited to the Guaranteed Receivables. To prevent uncertainty, the Buyer Credit Guarantee does not cover any other payment obligations arising under Company, its Affiliates, and companies with whom Company and/or in connection with the Credit Documents than the Guaranteed Receivables or those specified in Clause 11.1 of the General Conditions. Subject to Clause 10 of the General Conditions, the Guaranteed Receivables are the following receivables under the Credit:

Principal The principal amount of the Finnvera Balancing Loan such amount not to exceed the aggregate of (a) the lesser of (i) the USD equivalent of EUR 160,000,000 less 80% of the Eligible German Content Amount (if any) its Affiliates do business,

7

and (ii) that such information constitutes valuable, special and unique property of Company, its Affiliates, and/or such other companies.

(a) **Non-Disclosure.** During the USD equivalent Term and following the termination of EUR 160,000,000 less 5% Executive's employment for any reason, Executive shall hold in confidence and shall not, directly or indirectly, take, disclose, use, or publish any “Confidential Information” except in the course of Executive's employment by, and for the aggregate commitments benefit of Company or its Affiliates. “Confidential Information” includes without limitation, information, observations, procedures, practices, personnel or employment information, and data of any kind, whether written or oral, regarding the Lenders business, operations or affairs of Company or its Affiliates, including, by way of example, strategies, planning, research, developments, product designs or specifications, manufacturing processes, “know-how,” prices, suppliers, customers, costs, workflow processes, software, developments, inventions, formulas, technology, designs, drawings, engineering plans, hardware configuration information, and any knowledge or information with respect to confidential matters, trade secrets, or any information that a reasonable person would conclude is intended to remain confidential due to its nature or the circumstances under which it was learned. Confidential Information does not include information that is publicly available unless such information became publicly available as a result of a breach of this Agreement. Executive acknowledges and agrees that all notes, records, emails, reports, sketches, plans, unpublished memoranda or other documents belonging to Company or its Affiliates, but held by Executive, concerning any information relating to the Credit Agreement; business or operations of Company or its Affiliates, whether confidential or not, are the property of Company or its Affiliates and (b) 100% will be promptly delivered to Company upon Executive's leaving the employ of Company or upon the Guarantee Premium, request of Company at any time.

The portion(b) **Notice of Immunity Under the Credit Defend Trade Secrets Act of 2016 (“DTSA”).** Notwithstanding any other provision of this Agreement, Executive cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret as defined thereunder, that (i) is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. If Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law, Executive may

disclose the trade secret to finance Executive's attorney and use the Guarantee Premium trade secret information in the court proceeding, if Executive files any document containing the trade secret under Finnvera Balancing Loan seal; and does not disclose the trade secret, except pursuant to court order.

(c) **Other Permitted Disclosures.** Nothing in this Agreement shall however, be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the lower extent of (i) disclosure required by such law, regulation, or order. Prior to any compelled disclosure, Executive will promptly provide written notice of any such order to Company to allow Company the actual Guarantee Premium opportunity to be determined seek an appropriate protective order or other legal remedy. Executive understands that nothing in this Agreement prohibits or restricts Executive from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and be paid by Exchange Commission, the Borrower in accordance with Clause 5.1, and (ii) the Guarantee Premium determined by using the percentage specified in level 3 of the Pricing Grid.

**Interest** (a) German CIRR Rate not higher than 3.69% or lower than 3.29% as determined in accordance with the Credit Agreement plus the applicable Margin of 0.20% p.a. or 0.20% p.a. to 0.50% p.a. (as the case may be); or (b) the aggregate of the Reference Rate; the Credit Adjustment Spread; and the margin of 0.85% p.a.; . If the aggregate of the Reference Rate and the Credit Adjustment Spread is less than zero, the Reference Rate will be deemed to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

**Default interest** Interest plus 2% p.a.

#### 4.2 Percentage of Cover and Residual Risk

The Percentage of Cover is:

Commercial Risk 95%

Political Risk 95%

For the avoidance of doubt, the Buyer Credit Guarantee does not cover the Hermes Loan or the FEC Loan (as defined in the Credit Agreement).

### 5 Premium and Fees

#### 5.1 Guarantee Premium

The Guarantee Premium will be paid on up-front flat basis on the actual amount of the Credit on the date of disbursement in accordance with the grid as specified below (the "Pricing Grid"):

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
<b>BASIS FOR PRICING</b>	Senior Debt Rating of <b>A-</b> by Standard & Poor's <u>Or</u> <b>A3</b> By Moody's (or higher)	Senior Debt Rating of <b>BBB+</b> by Standard & Poor's <u>Or</u> <b>Baa1</b> By Moody's	Senior Debt Rating of <b>BBB</b> by Standard & Poor's <u>Or</u> <b>Baa2</b> By Moody's.	Senior Debt Rating of <b>BBB-</b> by Standard & Poor's <u>Or</u> <b>Baa3</b> By Moody's.	Senior Debt Rating of <b>BB+</b> by Standard & Poor's <u>Or</u> <b>Ba1</b> By Moody's.	Senior Debt Rating of <b>BB</b> by Standard & Poor's <u>Or</u> <b>Ba2</b> By Moody's.	Senior Debt Rating of <b>BB-</b> by Standard & Poor's <u>Or</u> <b>Ba3</b> By Moody's.	Senior Debt Rating of <b>B+</b> by Standard & Poor's <u>Or</u> <b>B1</b> By Moody's.	Senior Debt Rating of <b>B</b> by Standard & Poor's <u>Or</u> <b>B2</b> By Moody's (or lower)
<b>Premium Rate – ICON 3</b>	2.00%	2.25%	2.52%	2.83%	3.18%	3.57%	4.00%	5.02%	6.36%

Financial Industry Regulatory Authority, any other self-regulatory

The amount organization, or any other federal or state regulatory authority regarding this Agreement or its underlying facts or circumstances or a possible securities law violation without prior notice to Company.

## 9. INTELLECTUAL PROPERTY.

(a) Ownership of the Guarantee Premium is equal Inventions. Company and/or RCL shall own all right, title, and interest in and to the all documentation, manuals, materials, creative works, methods, techniques, compositions, ideas, recipes, creations, improvements, inventions, computer programs and data, system documentation, special hardware, product hardware, related software development, correspondence, letters, notes, notebooks, reports, flowcharts, proposals, know-how and other information, in any medium whatsoever including, without limitation, any Confidential Information, trade secrets, and all software, software code, processes, copyrights, patents, technologies, and inventions (collectively, "Inventions"), including, without limitation, new contributions, improvements, ideas and discoveries, whether patentable or not, conceived, developed, invented, or made by Executive during employment with Company (provided that such Inventions grew out of the percentage specified Executive's work with Company, are related in the foregoing Pricing Grid listed below the Senior Debt Rating as of the Premium Measurement Date (defined in the Credit Agreement any manner to be the date falling 30 days prior to the date of expected disbursement of the Credit) and the principal amount of the Finnvera Balancing Loan in Dollars.

For purposes of the foregoing:

"Senior Debt Rating" means, as of any date, (a) the implied senior debt rating of the Borrower for debt pari passu in right of payment and in right of collateral security Company's or RCL's business, or are conceived or made on Company's time or with the obligations use of the Borrower arising under Company's or RCL's facilities or materials). Executive acknowledges and agrees that any work product created, produced, or conceived in connection with Executive's association with Company shall be deemed work for hire and shall be deemed owned exclusively by Company and/or RCL.

(b) Executive Obligations. Executive shall (i) promptly disclose such Inventions to Company; (ii) assign to Company and RCL, without additional compensation, all patent and other rights to such Inventions for the Credit United States and foreign countries; (iii) execute and deliver all documents required by Company or RCL to document or perfect Company's and/or RCL's proprietary rights in and to Company's and/or RCL's work product; and (iv) give testimony in support of Executive's inventorship. Executive will deliver all Confidential Information, trade secrets and/or Inventions to Company upon Company's request, and, in any event, immediately upon termination of Executive's employment with Company.

(c) Inventions Retained and Licensed. Executive must attach to this Agreement, as given Exhibit 1, a list describing all inventions made by Moody's Executive prior to employment with Company, that relate to Company's or RCL's proposed business, products, or research and S&P development, and that are not assigned to Company or (b) RCL under this Agreement (collectively, "Prior Inventions"). If no list is attached or if no Prior Inventions are listed on Exhibit 1, Executive represents that there are no Prior Inventions. Furthermore, Executive represents and warrants that the inclusion of any Prior Inventions from Exhibit 1 will not materially affect Executive's ability to perform all obligations under this Agreement. If in the event the Borrower receives course of Executive's employment with Company, Executive incorporates into a Company product, process, or machine an actual unsecured senior debt rating (apart from an implied rating) from Moody's and/or S&P, such actual rating or ratings, as the case may be (and in such case the Senior Debt Rating shall not be determined Invention owned by reference to any implied senior debt rating from either agency). For purposes of the foregoing, (i) if only one of S&P and Moody's shall have in effect a Senior Debt Rating, the applicable Guarantee Premium shall be determined by reference to the available rating; (ii) if neither S&P nor Moody's shall have in effect a Senior Debt Rating, the applicable Guarantee Premium will be set in accordance with Level 4 of the Pricing Grid, unless (A) the Borrower has obtained from at least one of such agencies a private implied rating for its senior debt as of the Premium Measurement Date Executive or (B) having failed to obtain such private rating as of the Premium Measurement Date, the Borrower and Finnvera shall have agreed within 10-days of the Premium Measurement Date on an alternative rating method, which agreed alternative shall apply for the purposes of this Agreement; (iii) if the ratings established by S&P and Moody's shall fall within different levels, the applicable Premium Rate shall be based upon the higher rating unless such ratings differ by two or more levels, in which case Executive has an interest, Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, transferrable, worldwide license (with right to sublicense) to make, have made, modify, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit the applicable level will be deemed to be one level below the higher Invention without restriction of such levels; and (iv) if S&P or Moody's shall change the basis on which ratings are established, each reference to the Senior Debt Rating announced by S&P or Moody's, as the case may be, shall any kind refer to the then equivalent rating by S&P or Moody's, as the case may be.

The Guarantee Premium shall be paid in full on the date of the disbursement of the Credit.

Notwithstanding what is stated in Clause 4.1 of the General Conditions, the Guarantee Premium shall be paid by the Facility Agent, as defined in the Credit Agreement, directly to Finnvera in accordance with the Credit Agreement. For the sake of clarity, the Guarantee Premium payment shall not therefore be transferred through the Guarantee Holder's account. Furthermore, it is understood by the parties to this Guarantee Agreement that even though the payment shall be made in the aforementioned manner, the Guarantee Holder shall remain responsible for the payment of the Guarantee Premium.



Finnvera does not in principle refund the Guarantee Premium. However, in the event of voluntary prepayment all or part of the Credit prior to final maturity of the Credit, Finnvera shall, subject to a request by the Guarantee Holder, partly refund the premium in accordance with the following principle:

$0.8 \cdot d \cdot b \cdot c$  b = the remaining average maturity of the Credit at the time of the prepayment c = the principal amount of the prepayment d = the up-front flat Guarantee Premium converted into a per annum based premium

Clarification of the formula:

- the '0.8' in the formula above refers to the fact that 20% of the flat premium will be retained and will not be refundable

- the d in the formula above is derived as follows:  $\text{Guarantee Premium} / 6.25 = d$ , where Guarantee Premium is the up-front flat premium and 6.25 is the average maturity of a loan with a 12 year OECD repayment profile.

9

The Guarantee Holder shall inform Finnvera(d) Executive's Restrictions. Executive acknowledges that Company's and/or its Affiliates' Confidential Information, trade secrets, and/or Inventions constitute Company's and/or its Affiliates' valuable intellectual property. Executive will not infringe or violate any proprietary right of the Borrower's intention to prepay the Credit and the request to partly refund the Guarantee Premium promptly upon becoming aware of the same.

Any refund of the Guarantee Premium shall be subject to (i) there not having been any claims for indemnification under the Buyer Credit Guarantee up Company and/or its Affiliates related to the date of refund payment by Finnvera; Confidential Information, trade secrets, and/or Inventions, and (ii) irrevocable release of Finnvera from any liability under the Guarantee Agreement in respect of the portion of the Credit repaid. Finnvera shall pay the refundable portion of the Guarantee Premium not own, apply for or otherwise attempt to the Guarantee Holder within 14 days after due receipt of the release letter, addressed to Finnvera.

The Guarantee Holder shall, promptly upon receipt of the same, pay to the Borrower an amount equal to the refunded part of Guarantee Premium without any set-off or counterclaim.

## 5.2 Other Costs and Expenses

In the event that the Guarantee Holder requests Finnvera's consent and/or opinion to an amendment or a waiver under the Credit Documents, Finnvera has the right to charge, in addition to the Handling Fee for such consent or opinion, reasonable costs and expenses incurred in evaluating and complying with such request.

The Guarantee Holder shall obtain, on behalf of Finnvera charge Executive or others, any proprietary right in any Confidential Information, trade secrets, and/or Inventions, which Company or its Affiliates owns or has a right to own, in which Company or its Affiliates has an interest and/or to which Company or its Affiliates has title.

10. NON-COMPETITION. Executive acknowledges that services Executive will render are of a special and unusual character that have a unique value to Company and RCL and the Borrower for:

- (i) all reasonable out-of-pocket costs and expenses incurred conduct of their business, the loss of which cannot adequately be compensated by Finnvera damages in connection with possible rearrangements an action at law. In view of the Credit; unique value to Company and
- (ii) all out-of-pocket costs RCL of Executive's services and expenses relating to recovery procedures;

and in each case promptly pay to Finnvera all such amounts received from the Borrower.

## 5.3 Payments Free and Clear of Deductions or Withholdings

All payments Confidential Information to be made obtained by or disclosed to or for the benefit of Finnvera pursuant to the terms of this Guarantee Agreement shall be made free and clear of and shall be paid without any deductions or withholdings whatsoever.

## 6 Language and Contact Information

All communication under this Guarantee Agreement shall be in English and addressed as follows:

The Guarantee Holder KfW IPEX-BANK GmbH  
Address Palmengartenstrasse 5-9  
D-60325 Frankfurt am Main  
Germany  
Maritime Industries  
Telefax +49 (69) 7431 3768  
email: [ole\\_christian.sande@kfw.de](mailto:ole_christian.sande@kfw.de)  
With a copy to: Credit Operations  
Facsimile No.: +49 (69) 7431 9376

Finnvera Finnvera plc  
Large Corporates  
Mikko Pitkänen/Samuli Kraama  
P.O. Box 1010  
FI-00101 Helsinki  
Finland  
Telefax +358 29 460 2774

---

Registered Domicile Kuopio, Finland  
Business ID 1484332-4

## 7 Execution

This Guarantee Agreement has been executed in two (2) original copies, one for each party.

The Guarantee Holder shall return a signed copy of this Guarantee Agreement to Finnvera not later than \_\_\_\_ 20[ ].

The Guarantee Holder hereby accepts and agrees to the terms of this Guarantee Agreement and acknowledges further, that together with its copy of this Guarantee Agreement it has received a copy of the General Conditions.

[Signatures to follow]

Helsinki, \_\_\_\_ 20[ ]

Finnvera plc

\_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Place and Date

KfW IPEX BANK GmbH

\_\_\_\_\_

(Duly signed by the Guarantee Holder) (Duly signed by the Guarantee Holder)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Appendices

General Conditions for Buyer Credit Guarantees dated 1 March 2004

"Debt Deferral Extension Framework" for ECA-Backed Export Financings (Schedule 2)

Proposed Credit Enhancements and Carveouts (Schedule 3)

SIGNATORIES

Amendment No. 5 in respect of Hull 1402

Borrower

Royal Caribbean Cruises Ltd. ) /S/ JAMES WICKHAM

Name: James Wickham )

Title: Attorney-in-fact)

Facility Agent

KfW IPEX-Bank GmbH ) /S/ DELPHINE DEROCHE and OLE CHRISTIAN SANDE

Name: ) Delphine Deroche Ole Christian Sande

Title: ) Director Vice President

Hermes Agent

KfW IPEX-Bank GmbH ) /S/ DELPHINE DEROCHE and OLE CHRISTIAN SANDE

Name: ) Delphine Deroche Ole Christian Sande

Title: ) Director Vice President

Lenders

**Finnish Export Credit Ltd** ) /S/ PIA PELTONIEMI  
Name: Pia Peltoniemi )  
Title: CEO )

**KfW IPEX-Bank GmbH** ) /S/ DELPHINE DEROCHE and OLE CHRISTIAN SANDE  
Name: ) Delphine Deroche Ole Christian Sande  
Title: ) Director Vice President

Amendment No. 5 in respect of Hull 1402

---

Mandated Lead Arranger

**KfW IPEX-Bank GmbH** ) /S/ DELPHINE DEROCHE and OLE CHRISTIAN SANDE  
Name: ) Delphine Deroche Ole Christian Sande  
Title: ) Director Vice President

Amendment No. 5 in respect of Hull 1402

Exhibit 10.2

Dated 5 September 2023

Royal Caribbean Cruises Ltd.	(1)
(the Borrower)	
KfW IPEX-Bank GmbH	(2)
(the Facility Agent)	
KfW IPEX-Bank GmbH	(3)
(the Hermes Agent)	
BNP Paribas Fortis SA/NV	(4)
(the Finnvera Agent)	
The banks and financial institutions listed in Schedule 1	(5)
(the Mandated Lead Arrangers)	
The banks and financial institutions listed in Schedule 1	(6)
(the Lenders)	

Amendment No. 7 in connection with  
the Credit Agreement in respect of  
"ICON 1" – Hull 1400

Contents

Clause	Page
--------	------

1 Interpretation and definitions	4
2 Amendment of the Existing Credit Agreement	4
3 Conditions of effectiveness of Amended Credit Agreement	5
4 Representations and Warranties	7
5 Incorporation of Terms	8
6 Fees, Costs and Expenses	8
7 Transfers	8
8 Counterparts	8
9 Governing Law	9
Schedule 1 Finance Parties	10
Schedule 2 Form of Amendment Effective Date confirmation – Hull 1400	11
Schedule 3 Amended and Restated Credit Agreement	12
Schedule 4 Form of Guarantors' Acknowledgement and Confirmation	13
Exhibit A Commitments of Original Lenders	14
Exhibit B Finnvera Balancing Premium Pricing Grid for Finnvera Balancing Loan	19
Exhibit C Form of Opinion of Finnish Counsel to Facility Agent for Lenders	20
Exhibit D Form of Second Finnvera Guarantee	21
Exhibit E Floating Rate Loan Provisions	22

**THIS AMENDMENT NO. 7** (this **Amendment**) is dated 5 September 2023 and made **BETWEEN:**

- (1) **Royal Caribbean Cruises Ltd.** (a corporation organised and existing under the laws of the Republic of Liberia) (the **Borrower**);
- (2) **KfW IPEX-Bank GmbH** as facility agent (the **Facility Agent**);
- (3) **KfW IPEX-Bank GmbH** as Hermes agent (the **Hermes Agent**);
- (4) **BNP Paribas Fortis SA/NV** as Finnvera Agent (the **Finnvera Agent**);
- (5) **The banks and financial institutions** listed in Schedule 1 as initial mandated lead arranger, other mandated lead arrangers or lead arrangers (the **Mandated Lead Arrangers**); and
- (6) **The banks and financial institutions** listed in Schedule 1 as lenders (the **Lenders**).

**WHEREAS:**

- (A) The Borrower, the Facility Agent, the Hermes Agent, the Finnvera Agent, the Mandated Lead Arrangers and the Lenders are parties to a credit agreement, dated 11 October 2017, as amended and restated on 3 July 2018, as further amended by a financial covenant waiver extension consent letter dated 31 July 2020, as further amended and restated on 15 February 2021, as further amended and restated on 16 March 2021, as further amended on 25 May 2021, as further amended on 22 December 2021, as further amended and restated on 1 July 2022 **Executive**, and as further amended on 22 July 2022 (together, the **Existing Credit Agreement**), in respect of the vessel bearing Builder's ICON 1 hull number 1400 (the **Vessel**) whereby it was agreed that the Lenders would make available to the Borrower, upon the terms and conditions therein, a US dollar loan facility (the **Facility**) calculated on the amount equal to the sum of (a) up to eighty per cent (80%) of the Contract Price of the Vessel but which Contract Price will not exceed EUR1,740,000,000 (b) 100% of the Finnvera Premium and, if applicable, the Finnvera Balancing Premium (in each case as defined therein) and (c) 100% of the Hermes Fee (as defined therein).
- (B) Pursuant to addendum no. 4 to the Construction Contract, the Borrower and the Builder agreed certain costs adjustments including the flawless delivery bonus by a further amount of up to EUR46,000,000 in aggregate which, together with additional change orders and non yard costs, has resulted in an overall Contract Price increase of EUR

121,000,000 (the **Contract Price Increase**).

- (C) Pursuant to heads of terms agreed on 6 March 2023 (the **HOT**) it was agreed by the Parties that the Existing Credit Agreement shall be amended in order to, amongst other things, increase the amount of the Contract Price and consequently the FEC Tranche B Loan by (i) up to EUR96,800,000 being eighty per cent (80%) of the Contract Price Increase plus (ii) 100% of the Finnvera Premium in respect thereof.
- (D) In connection with the HOT and in connection with the cessation of the six month LIBO Rate on or around 30 June 2023, the Parties wish to amend and restate the Existing Credit Agreement to the extent set out in this Amendment.

---

**NOW IT IS AGREED** as follows:

## **1 Interpretation and definitions**

### **1.1 Definitions in the Existing Credit Agreement**

- (a) Unless the context otherwise requires or unless otherwise defined in this Amendment, words and expressions defined in the Existing Credit Agreement shall have the same meanings when used in this Amendment.
- (b) The principles of construction set out in the Existing Credit Agreement shall have effect as if set out in this Amendment.

### **1.2 Definitions**

In this Amendment:

**Amended Credit Agreement** means the Existing Credit Agreement as amended and restated in accordance with this Amendment.

**Amendment Effective Date** has the meaning set forth in clause 3.

**Fee Letter** means any letter between the Facility Agent and the Borrower setting out the fees payable in connection with this Amendment and pursuant to the amendment and restatement of the Existing Credit Agreement.

**Finance Parties** means the Facility Agent, the Hermes Agent, the Finnvera Agent, the Mandated Lead Arrangers and the Lenders.

**Guarantors' Acknowledgement and Confirmation** has the meaning set forth in clause 3.

**Loan Documents** has the meaning given to such term in the form of the Amended Credit Agreement set out in Schedule 3.

**Party** means each of the parties to this Amendment.

### **1.3 Third party rights**

Other than Finnvera in respect of the rights of Finnvera under the Loan Documents, unless expressly provided to the contrary in a Loan Document, no term of this Amendment is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

### **1.4 Designation**

Each of the Parties designates this Amendment as a Loan Document.

## 2 Amendment of the Existing Credit Agreement

In consideration of the mutual covenants in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree that, subject to the satisfaction of the conditions precedent set forth in clause 3:

- (a) the Existing Credit Agreement (but without all its Exhibits which, unless otherwise replaced pursuant to paragraphs (b) to (e) below, shall remain in the same form and continue to form part of the Existing Credit Agreement) is hereby amended on the Amendment Effective Date so as to read in accordance with the form of the amended and restated credit agreement set out in Schedule 3, which will, together with the Exhibits to the Existing Credit Agreement, whether replaced pursuant to paragraphs (b) to (e) below or not, continue to be binding upon each of the Parties hereto in accordance with its terms as so amended and restated;
- (b) Exhibits A and B hereto shall replace Exhibits A-1 and D-2 to the Existing Credit Agreement respectively;
- (c) Exhibit C hereto shall replace Exhibit B-4 to the Existing Credit Agreement;
- (d) Exhibit D hereto shall replace Exhibit H-2 to the Existing Credit Agreement; and
- (e) Exhibit E hereto shall be attached to the Existing Credit Agreement as a new Exhibit T thereto.

## 3 Conditions of effectiveness of Amended Credit Agreement

3.1 The Amended Credit Agreement shall become effective in accordance with the terms of this Amendment on the date (the **Amendment Effective Date**) upon which each of the following conditions has been satisfied to the reasonable satisfaction of the Facility Agent:

- (a) the Facility Agent shall have received from the Borrower:
  - (i) a certificate of its Secretary or Assistant Secretary as to the incumbency and signatures of those of its officers authorised to act with respect to this Amendment and as to the truth and completeness of the attached resolutions of its Board of Directors then in full force and effect authorising the execution, delivery and performance of this Amendment, and upon which certificate the Lenders may conclusively rely until the Facility Agent shall have received a further certificate of the Secretary or Assistant Secretary of the Borrower cancelling or amending such prior certificate; and
  - (ii) a Certificate of Good Standing issued by the relevant Liberian authorities in respect of the Borrower;
- (b) the Facility Agent shall have received an acknowledgement and confirmation agreement from the Guarantors (substantially in the form set out in Schedule 4) (the **Guarantors**)



**Acknowledgement and Confirmation**), signed by a duly authorised officer, director or signatory of each Guarantor and countersigned by the Facility Agent confirming that:

- (i) the relevant Guarantor acknowledges the amendments to the Existing Credit Agreement contained in this Amendment;
- (ii) the relevant Guarantee and each other Loan Document to which that Guarantor is a party shall remain and continue in full force and effect notwithstanding the amendment and restatement of the Existing Credit Agreement;
- (iii) the relevant Guarantee shall extend to any new obligations assumed by the Borrower under the Amended Credit Agreement; and
- (iv) continuing to guarantee the amended obligations of the Borrower does not cause any borrowing, guaranteeing or similar limit binding on the relevant Guarantor to be exceeded;

together with such evidence from legal counsel to the Facility Agent as the Lenders may require as to the continued effectiveness of the Guarantees relative to the arrangements contemplated by this Amendment;

- (c) the Facility Agent shall have received, in respect of each Guarantor, such evidence of the authority of the relevant officer, director or signatory to execute the Guarantors' Acknowledgement and Confirmation as the Facility Agent shall reasonably require;
- (d) the Facility Agent shall have received a duly executed copy of each Fee Letter;
- (e) the Facility Agent shall have received evidence that all invoiced expenses of the Facility Agent, Finnvera and FEC (including the agreed fees and expenses of counsel to the Facility Agent, Finnvera and FEC) required to be paid by the Borrower pursuant to clause 6 below, and all other documented fees and expenses that the Borrower has otherwise agreed in writing to pay to the Facility Agent, have been paid or will be paid promptly upon being demanded;
- (f) the Facility Agent shall have received opinions, addressed to the Facility Agent (and capable of being relied upon by each Lender) from:
  - (i) Watson Farley & Williams LLP, counsel to the Borrower, as to matters of Liberian law (and being issued in substantially the same form as the corresponding Liberian legal opinion issued in respect of Amendment Number Six);
  - (ii) Skadden, Arps, Slate, Meagher & Flom, counsel to the Borrower, as to the enforceability of the Guarantors' Acknowledgement and Confirmation under New York law (and being issued in substantially the same form as the corresponding New York legal opinion issued in respect of Amendment Number Five); and

EUROPE\74322609.1

- (iii) Stephenson Harwood LLP, counsel to the Facility Agent as to matters of English law (and being issued in substantially the same form as the corresponding English legal opinion issued in respect of Amendment Number Five);

or, where applicable, a written approval in principle (which can be given by email) by any of the above counsel of the arrangements contemplated by this Amendment including the Guarantors' Acknowledgement and Confirmation and a confirmation that a formal opinion will follow promptly after the Amendment Effective Date;

- (g) the Facility Agent shall have received a final approval from Finnvera in respect of the arrangements contemplated by this Amendment in a form and substance satisfactory to the Lenders and in respect of the increase of the FEC Tranche B Loan pursuant to this Amendment (such approval being without prejudice to the position agreed in respect of documentation risk under the Finnvera Guarantee and the FEC Supplemental Assignment Agreement);

- (h) the Facility Agent shall have received a notification by electronic mail from Hermes satisfactory to the Facility Agent confirming that Hermes has been informed about the arrangements contemplated by the amendments to be made to the Existing Credit Agreement pursuant to this Amendment;
- (i) the representations and warranties set out in clause 4 are true and correct in all material respects (except for such representations and warranties that are qualified by materiality or non-existence of a Material Adverse Effect (which shall be accurate in all respects)) as of the Amendment Effective Date;
- (j) no Event of Default or Prepayment Event shall have occurred and be continuing or would result from the amendment of the Existing Credit Agreement pursuant to this Amendment;
- (k) the Borrower shall, as required pursuant to clause 5, have provided a letter to the Facility Agent which confirms that RCL Cruises Ltd. has accepted its appointment as process agent in respect of this Amendment;
- (l) the Facility Agent shall have received an executed copy of the amendment agreement relevant to this Amendment to each of (i) the Finnvera Guarantee, entered into between Finnvera, the Guarantee Holder and FEC and (ii) the FEC Supplemental Assignment Agreement, entered into between (among others) the Transferring Lenders and FEC, as well as a Finnish law opinion addressed to the Facility Agent and capable of being relied upon by each Lender from Asianajotoimisto DLA Piper Finland Oy regarding the amendment agreements to the Finnvera Guarantee and the FEC Supplemental Assignment Agreement;
- (m) the Facility Agent shall have received a copy of the addendum to the Construction Contract evidencing the Contract Price Increase; and

EUROPE\74322609.1

- (n) the Facility Agent shall have received any documentation and information reasonably requested by any Finance Party in order to comply with "Know Your Customer" or similar identification procedures.

3.2 The Facility Agent shall notify the Lenders and the Borrower of the Amendment Effective Date by way of a confirmation in the form set out in Schedule 2 and such confirmation shall be conclusive and binding.

#### 4 Representations and Warranties

Each of the representations and warranties in:

- (a) Article VI of the Amended Credit Agreement (excluding Section 6.10 of the Amended Credit Agreement); and
- (b) clause 4(b) of Amendment Number Two,

are deemed to be made by the Borrower on the date of this Amendment and the Amendment Effective Date, in each case as if (i) reference to the Loan Documents in each such representation and warranty was a reference to this Amendment and each officer certificate referred to in clause 3.1(a) and (c), and (ii) as if the Amended Credit Agreement was effective at the time of each such repetition.

#### 5 Incorporation of Terms

The provisions of Section 11.2 (*Notices*), Section 11.6 (*Severability*) and Subsections 11.18.2 (*Jurisdiction*), 11.18.3 (*Alternative Jurisdiction*) and 11.18.4 (*Service of Process*) of the Existing Credit Agreement shall be incorporated into this Amendment as if set out in full in this Amendment and as if references in those sections to "this Agreement" were references to this Amendment and references to each Party are references to each Party to this Amendment.

#### 6 Fees, Costs and Expenses

- 6.1 The Borrower shall pay to the Facility Agent (for its own account and for the account of the Lenders (as applicable)) the fees in the amounts and at the times agreed in the Fee Letters.
- 6.2 The payment of the above fees shall be made free and clear of any deduction, restriction or withholding and in immediately available freely transferable cleared funds to such account(s) as the Facility Agent shall notify the Borrower of in advance or, where applicable, in the relevant Fee Letter.
- 6.3 Save as otherwise agreed, the Borrower agrees to pay on demand all reasonable out-of-pocket costs and expenses of:

EUROPE\74322609.1

- (a) the Facility Agent, Finnvera and FEC in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the documents to be delivered hereunder or thereunder; and
- (b) FEC and Finnvera and any Lender in connection with the preparation, execution, delivery and administration, modification and amendment of any security or other documents executed or to be executed and delivered as a consequence of the parties entering into this Amendment and any other documents to be delivered under this Amendment,

(including the reasonable and documented fees and expenses of counsel for the Facility Agent, FEC and Finnvera with respect hereto and thereto as agreed with the Facility Agent, FEC and Finnvera) in accordance with the terms of Section 11.3 (*Payment of Costs and Expenses*) of the Existing Credit Agreement and as if references in that section to the Facility Agent are references to the Facility Agent, FEC and Finnvera.

## 7 Transfers

The Borrower agrees that in the event that, as at the Amendment Effective Date, any Lender holds more than their Percentage (as defined in the Existing Credit Agreement) in respect of the Seventh Amendment Upsize Commitment, any amount exceeding such Percentage of that Lender may be assigned or transferred to a Lender pursuant to section 11.11.1(A)(i) of the Amended Credit Agreement without the consent of the Borrower. The minimum aggregate transfer amount as set out in section 11.11.1(A)(vi) of the Existing Credit Agreement shall not apply to any such assignment or transfer.

## 8 Counterparts

This Amendment may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which when so executed and delivered shall be an original but all counterparts shall together constitute one and the same instrument. The Parties acknowledge and agree that they may execute this Amendment and any variation or amendment to the same by electronic instrument. The Parties agree that the electronic signatures appearing on the document shall have the same effect as handwritten signatures and the use of an electronic signature on this Amendment shall have the same validity and legal effect as the use of a signature affixed by hand and is made with the intention of authenticating this Amendment, and evidencing the Parties' intention to be bound by the terms and conditions contained herein. For the purposes of using an electronic signature, the Parties authorise each other to conduct the lawful processing of personal data of the signers for contract performance and their legitimate interests including contract management.

## 9 Governing Law

This Amendment, and all non-contractual obligations arising in connection with it, shall be governed by and construed in accordance with English law.

The Parties have executed this Amendment the day and year first before written.

Schedule 1  
Finance Parties

Facility Agent

KfW IPEX-Bank GmbH

Hermes Agent

KfW IPEX-Bank GmbH

Finnvera Agent

BNP Paribas Fortis SA/NV

Initial Mandated Lead Arranger

KfW IPEX-Bank GmbH

Other Mandated Lead Arrangers

BNP Paribas Fortis SA/NV

HSBC Bank plc

Commerzbank AG, New York Branch

Banco Santander, S.A.

Lead Arrangers

Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland

Bayerische Landesbank, New York Branch

DZ BANK AG, New York Branch

JPMorgan Chase Bank, N.A., London Branch

SMBC Bank International plc

Lenders

Finnish Export Credit Ltd

KfW IPEX - Bank GmbH

BNP Paribas Fortis SA/NV

HSBC Bank plc

Commerzbank AG, New York Branch

Banco Santander, S.A.

Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland

Bayerische Landesbank, New York Branch

DZ BANK AG, New York Branch

JPMorgan Chase Bank, N.A., London Branch

SMBC Bank International plc

Landesbank Hessen-Thüringen Girozentrale

---

Schedule 2

Form of Amendment Effective Date confirmation – Hull 1400

To: **Royal Caribbean Cruises Ltd.**

To: **BNP Paribas Fortis SA/NV**

"ICON 1" (Hull 1400)

We, **KfW IPEX-Bank GmbH**, refer to amendment no. 7 dated [] 2023 (the **Amendment**) relating to a credit agreement dated as of 11 October 2017 (as previously amended, supplemented and/or restated from time to time) (the **Credit Agreement**) made between (among others) the above named **Royal Caribbean Cruises Ltd.** as the Borrower, the financial institutions listed in it as the Lenders and ourselves as the Hermes Agent and the Facility Agent and BNP Paribas Fortis SA/NV as the Finnvera Agent in respect of a loan to the Borrower from the Lenders of up to the US Dollar Maximum Loan Amount (as defined in the Credit Agreement).

We hereby confirm that all conditions precedent referred to in clause 3.1 of the Amendment have been satisfied. In accordance with clause 3 of the Amendment, the Amendment Effective Date is the date of this confirmation and the amendment and restatement of the Credit Agreement in accordance with the Amendment is now effective.

Dated: 2023

Signed: \_\_\_\_\_

For and on behalf of

**KfW IPEX-Bank GmbH**

(as Facility Agent)

---

Schedule 3

Amended and Restated Credit Agreement

AMENDED AND RESTATED

ICON 1 HULL NO. 1400 CREDIT AGREEMENT

Dated as of October 11, 2017

as amended and restated on July 3, 2018

as further amended on July 31, 2020

as further amended and restated pursuant to an agreement dated February 15, 2021

as further amended and restated pursuant to an agreement dated March 16, 2021

as further amended on May 25, 2021

as further amended on August 31, 2021

as further amended on December 22, 2021

as further amended and restated on 1 July, 2022

as further amended pursuant to an agreement dated 21 July, 2022

and as further amended and restated on 5 September 2023

BETWEEN

Royal Caribbean Cruises Ltd.

as Borrower

The Lenders from time to time party hereto

KfW IPEX-Bank GmbH

as Facility Agent and Documentation Agent

KfW IPEX-Bank GmbH

as Hermes Agent

BNP Paribas Fortis SA/NV

as Finnvera Agent

KfW IPEX-Bank GmbH

as Initial Mandated Lead Arranger

BNP Paribas Fortis SA/NV

HSBC Bank plc

Commerzbank AG, New York Branch

Banco Santander, S.A.

as Other Mandated Lead Arrangers

Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland

Bayerische Landesbank, New York Branch

DZ BANK AG, New York Branch

JPMorgan Chase Bank, N.A., London Branch

---

SMBC Bank International plc  
as Lead Arrangers

---

TABLE OF CONTENTS

PAGE

Article I DEFINITIONS AND ACCOUNTING TERMS	3
Section 1.1. Defined Terms	3
Section 1.2. Use of Defined Terms	43
Section 1.3. Cross-References	43
Section 1.4. Accounting and Financial Determinations	43
Section 1.5. Contractual Recognition of Bail-In	44
Section 1.6. Construction of certain provisions relating to the Floating Rate Loan	46
Article II COMMITMENTS AND BORROWING PROCEDURES	47
Section 2.1. Commitment	47
Section 2.1.1. <u>Commitment of FEC Lenders.</u>	47
Section 2.1.2. <u>Commitment of Hermes Lenders.</u>	47
Section 2.1.3. <u>Commitment of Finnvera Balancing Lenders.</u>	47
Section 2.1.4. <u>Commitment Termination Date.</u>	47
Section 2.1.5. <u>Defaulting Lender.</u>	47
Section 2.1.6. <u>Reductions, increases and cancellations.</u>	47
Section 2.2. Voluntary Reduction of Commitments	48
Section 2.3. Notification of Hermes Documentary Requirements	49
Section 2.4. Adjustment of Hermes Commitment Amount and Finnvera Balancing Commitment Amount.	49
Section 2.5. Borrowing Procedure	51
Section 2.6. Funding	53
Article III REPAYMENTS, PREPAYMENTS, INTEREST AND FEES	53
Section 3.1. Repayments and prepayment consequent upon reduction in Contract Price	53
Section 3.2. Prepayment	54
Section 3.2.1. <u>Voluntary Prepayment</u>	54
Section 3.2.2. <u>Illegality.</u>	54
Section 3.2.3. <u>Prepayment requirements</u>	56
Section 3.3. Interest Provisions	56
Section 3.3.1. <u>Rates</u>	56
Section 3.3.2. <u>Conversion to FEC Tranche A Floating Rate</u>	57
Section 3.3.3. <u>FEC Conversion</u>	57
Section 3.3.4. <u>Post-Maturity Rates</u>	59
Section 3.3.5. <u>Payment Dates</u>	59
Section 3.3.6. <u>Interest Rate Determination</u>	60
Section 3.4. Commitment Fees	60
Section 3.5. Fees	60



Section 3.5.1. <u>Syndication Fee</u>	60
Section 3.5.2. <u>[Intentionally left blank]</u>	60
Section 3.5.3. <u>Agency Fee</u>	60
Section 3.5.4. <u>Finnvera Premium</u>	60
Section 3.5.5. <u>Finnvera Balancing Premium</u>	61
Section 3.5.6. <u>Finnvera Handling Fee</u>	61
Section 3.6. <u>Other Fees</u>	61
Article IV CERTAIN FLOATING RATE AND OTHER PROVISIONS	61
Section 4.1. <u>Floating Rate Lending Unlawful</u>	61
Section 4.2. <u>[intentionally left blank]</u>	62
Section 4.3. <u>Increased Loan Costs, etc.</u>	62
Section 4.4. <u>Funding Losses Event and Defaulting Finance Party Break Costs</u>	63
Section 4.4.1. <u>Indemnity</u>	63
Section 4.5. <u>Increased Capital Costs</u>	66
Section 4.6. <u>Taxes</u>	67
Section 4.7. <u>[Intentionally left blank]</u>	69
Section 4.8. <u>Payments, Computations, etc.</u>	69
Section 4.9. <u>Replacement Lenders, etc.</u>	69
Section 4.10. <u>Sharing of Payments</u>	70
Section 4.10.1. <u>Payments to Lenders</u>	70
Section 4.10.2. <u>Redistribution of payments</u>	71
Section 4.10.3. <u>Recovering Lender's rights</u>	71
Section 4.10.4. <u>Reversal of redistribution</u>	71
Section 4.10.5. <u>Exceptions</u>	71
Section 4.11. <u>Set-off</u>	72
Section 4.12. <u>Use of Proceeds</u>	72
Section 4.13. <u>FATCA Deduction</u>	73
Section 4.14. <u>FATCA Information</u>	73
Section 4.15. <u>Resignation of the Facility Agent</u>	75
Article V CONDITIONS TO BORROWING	75
Section 5.1. <u>Advance of the Loan</u>	75
Section 5.1.1. <u>Resolutions, etc.</u>	76
Section 5.1.2. <u>Opinions of Counsel</u>	76
Section 5.1.3. <u>Finnvera Guarantee and Hermes Insurance Policy</u>	77
Section 5.1.4. <u>Closing Fees, Expenses, etc.</u>	77
Section 5.1.5. <u>Compliance with Warranties, No Default, etc.</u>	78
Section 5.1.6. <u>Loan Request</u>	78
Section 5.1.7. <u>Foreign Exchange Counterparty Confirmations</u>	79
Section 5.1.8. <u>Pledge Agreement</u>	79
Section 5.1.9. <u>FEC Financing Documents</u>	79
Section 5.1.10. <u>[intentionally omitted]</u>	79

Article VI REPRESENTATIONS AND WARRANTIES	79
Section 6.1. Organisation, etc.	79
Section 6.2. Due Authorisation, Non-Contravention, etc.	80
Section 6.3. Government Approval, Regulation, etc.	80
Section 6.4. Compliance with Laws	80
Section 6.5. Validity, etc.	81
Section 6.6. No Default, Event of Default or Prepayment Event	81
Section 6.7. Litigation	81
Section 6.8. The Purchased Vessel	81
Section 6.9. Obligations rank pari passu	82
Section 6.10. Withholding, etc.	82
Section 6.11. No Filing, etc. Required	82
Section 6.12. No Immunity	82
Section 6.13. Investment Company Act	82
Section 6.14. Regulation U	82
Section 6.15. Accuracy of Information	83
Article VII COVENANTS	83
Section 7.1. Affirmative Covenants	83
Section 7.1.1. <u>Financial Information, Reports, Notices, Poseidon Principles etc.</u>	83
Section 7.1.2. <u>Approvals and Other Consents</u>	87
Section 7.1.3. <u>Compliance with Laws, etc.</u>	87
Section 7.1.4. <u>The Purchased Vessel</u>	88
Section 7.1.5. <u>Insurance</u>	88
Section 7.1.6. <u>Books and Records</u>	89
Section 7.1.7. <u>Finnish Authority and Hermes Requests</u>	89
Section 7.1.8. <u>Further assurances in respect of the Framework.</u>	90
Section 7.1.9. <u>Equal treatment with Pari Passu Creditors.</u>	90
Section 7.1.10. <u>Performance of shipbuilding contract obligations.</u>	91
Section 7.1.11. <u>Notice of written amendments to Construction Contract</u>	92
Section 7.1.12. <u>Hedging Activities</u>	92
Section 7.2. Negative Covenants	92
Section 7.2.1. <u>Business Activities</u>	93
Section 7.2.2. <u>Indebtedness</u>	93
Section 7.2.3. <u>Liens</u>	93
Section 7.2.4. <u>Financial Condition</u>	96
Section 7.2.5. <u>Additional Undertakings</u>	100
Section 7.2.6. <u>Consolidation, Merger, etc.</u>	108
Section 7.2.7. <u>Asset Dispositions, etc.</u>	109
Section 7.2.8. <u>Construction Contract</u>	109
Section 7.2.9. <u>Framework Lien and Guarantee Restriction.</u>	109
Section 7.3. <u>Covenant Replacement.</u>	112

Section 7.4. Borrower's Procurement Undertaking	112
Section 7.5. Limitation in respect of Certain Representations, Warranties and Covenants	112
Article VIII EVENTS OF DEFAULT	112
Section 8.1. Listing of Events of Default	112
Section 8.1.1. <u>Non-Payment of Obligations</u>	112
Section 8.1.2. <u>Breach of Warranty</u>	112
Section 8.1.3. <u>Non-Performance of Certain Covenants and Obligations</u>	112
Section 8.1.4. <u>Default on Other Indebtedness</u>	113
Section 8.1.5. <u>Bankruptcy, Insolvency, etc.</u>	114
Section 8.2. Action if Bankruptcy	114
Section 8.3. Action if Other Event of Default	115
Article IX PREPAYMENT EVENTS	116
Section 9.1. Listing of Prepayment Events	116
Section 9.1.1. <u>Change of Control</u>	116
Section 9.1.2. <u>Unenforceability</u>	116
Section 9.1.3. <u>Approvals</u>	116
Section 9.1.4. <u>Non-Performance of Certain Covenants and Obligations</u>	116
Section 9.1.5. <u>Judgments</u>	117
Section 9.1.6. <u>Condemnation, etc.</u>	117
Section 9.1.7. <u>Arrest</u>	117
Section 9.1.8. <u>Sale/Disposal of the Purchased Vessel</u>	117
Section 9.1.9. <u>Termination of the Construction Contract</u>	117
Section 9.1.10. <u>FEC Reassignment and Termination, etc. of the Finnvera Guarantee, the Hermes Insurance Policy or the Second Finnvera Guarantee</u>	118
Section 9.1.11. <u>Illegality</u>	120
Section 9.1.12. <u>Framework Prohibited Events</u>	120
Section 9.1.13. <u>Principles and Framework</u>	121
Section 9.2. Mandatory Prepayment	121
Section 9.3. Mitigation.	122
Article X THE FACILITY AGENT, THE HERMES AGENT AND THE MANDATED LEAD ARRANGERS	123
Section 10.1. Actions	123
Section 10.2. Indemnity	123
Section 10.3. Funding Reliance, etc.	124
Section 10.4. Exculpation	124
Section 10.5. Successor	125
Section 10.6. Loans by the Facility Agent	126
Section 10.7. Credit Decisions	126
Section 10.8. Copies, etc.	126
Section 10.9. The Agents' Rights	127
Section 10.10. The Facility Agent's Duties	127

Section 10.11. Employment of Agents	127
Section 10.12. Distribution of Payments	128
Section 10.13. Reimbursement	128
Section 10.14. Instructions	128
Section 10.15. Payments	129
Section 10.16. "Know your customer" Checks	129
Section 10.17. No Fiduciary Relationship	129
Section 10.18. Mandated Lead Arrangers	129
Article XI MISCELLANEOUS PROVISIONS	129
Section 11.1. Waivers, Amendments, etc.	129
Section 11.2. Notices	131
Section 11.3. Payment of Costs and Expenses	132
Section 11.4. Indemnification	133
Section 11.5. Survival	134
Section 11.6. Severability; Independence of Obligations	134
Section 11.7. Headings	135
Section 11.8. Execution in Counterparts	135
Section 11.9. Third Party Rights	135
Section 11.10. Successors and Assigns	135
Section 11.11. Sale and Transfer of the Loan; Participations in the Loan	136
Section 11.11.1. <u>Assignments and transfers</u>	136
Section 11.11.2. <u>Participations</u>	140
Section 11.11.3. <u>Register</u>	141
Section 11.12. Other Transactions	141
Section 11.13. Hermes Insurance Policy	141
Section 11.13.1. <u>Terms of Hermes Insurance Policy</u>	141
Section 11.13.2. <u>Obligations of the Borrower</u>	142
Section 11.13.3. <u>Obligations of the Hermes Agent and the Lenders</u>	142
Section 11.14. Finnvera and FEC	144
Section 11.14.1. <u>Finnvera Guarantee and Second Finnvera Guarantee</u>	144
Section 11.14.2. <u>Facility Agent and Finnvera dealings</u>	145
Section 11.15. FEC Transfer Documents	146
Section 11.16. Application of proceeds under the Finnvera Guarantee, the Second Finnvera Guarantee and the Hermes Insurance Policy	147
Section 11.17. Waiver of immunity	147
Section 11.18. Law and Jurisdiction	148
Section 11.18.1. <u>Governing Law</u>	148
Section 11.18.2. <u>Jurisdiction</u>	148
Section 11.18.3. <u>Alternative Jurisdiction</u>	148
Section 11.18.4. <u>Service of Process</u>	148

---

Section 11.19. Confidentiality	148
Section 11.20. Mitigation	149

EXHIBIT A-1Commitments of Original Lenders	
EXHIBIT A-2Form of Loan Request	
EXHIBIT B-1Form of Opinion of Liberian Counsel to Borrower	
EXHIBIT B-2Form of Opinion of English Counsel to Facility Agent	
EXHIBIT B-3Form of Opinion of US Tax Counsel to Facility Agent for Lenders	
EXHIBIT B-4Form of Opinion of Finnish Counsel to Facility Agent for Lenders	
EXHIBIT CForm of Lender Assignment Agreement	
EXHIBIT D-1Finnvera Premium Pricing Grid for FEC Loan	
EXHIBIT D-2Finnvera Balancing Premium Pricing Grid for Finnvera Balancing Loan	
EXHIBIT EForm of Pledge Agreement	
EXHIBIT F-1Form of FEC Transfer Certificate	
EXHIBIT F-2Form of Transfer Certificate	
EXHIBIT G-1Form of FEC Supplemental Assignment Agreement	
EXHIBIT G-2Form of Finnvera Guarantee Assignment Agreement	
EXHIBIT H-1Form of Finnvera Guarantee	
EXHIBIT H-2Form of Second Finnvera Guarantee	
EXHIBIT IPrinciples	
EXHIBIT JForm of Information Package	
EXHIBIT KForm of First Priority Guarantee	
EXHIBIT LForm of Second Priority Guarantee	
EXHIBIT MForm of Third Priority Guarantee	
EXHIBIT NForm of Senior Parties Subordination Agreement	
EXHIBIT OForm of Other Senior Parties Subordination Agreement	
EXHIBIT PFramework	

---

EXHIBIT Q Debt Deferral Extension Regular Monitoring Requirements

EXHIBIT R Replacement Covenants with Effect from the Guarantee Release Date

EXHIBIT S Silversea Liens and Indebtedness

EXHIBIT T Floating Rate Loan Provisions

---

#### AMENDED AND RESTATED CREDIT AGREEMENT

ICON 1 HULL NO. 1400 CREDIT AGREEMENT, dated October 11, 2017 (the "Effective Date") as amended and restated on July 3, 2018, as further amended on July 31, 2020, as further amended and restated pursuant to an agreement dated February 15, 2021, as further amended and restated pursuant to an agreement dated March 16, 2021, as further amended on May 25, 2021, as further amended on August 31, 2021, as further amended on December 22, 2021, as further amended and restated on July 1, 2022, as further amended pursuant to an agreement dated July 21, 2022 and as further amended and restated on 5 September 2023 among:

- (1) Royal Caribbean Cruises Ltd., a Liberian corporation (the "Borrower");
- (2) KfW IPEX-Bank GmbH, in its capacity as facility agent and documentation agent (in such capacities, the "Facility Agent");
- (3) KfW IPEX-Bank GmbH as Hermes agent (in that capacity the "Hermes Agent");
- (4) BNP Paribas Fortis SA/NV as Finnvera agent (in that capacity the "Finnvera Agent");
- (5) KfW IPEX-Bank GmbH as initial mandated lead arranger (in that capacity the "Initial Mandated Lead Arranger");
- (6) BNP Paribas Fortis SA/NV, HSBC Bank plc, Commerzbank AG, New York Branch and Banco Santander, S.A. as the other mandated lead arrangers (the "Other Mandated Lead Arrangers" and together with the Initial Mandated Lead Arranger the "Mandated Lead Arrangers");
- (7) Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland, Bayerische Landesbank, New York Branch, DZ BANK AG, New York Branch, JPMorgan Chase Bank, N.A., London Branch and SMBC Bank International plc as lead arrangers; and
- (8) KfW IPEX-Bank GmbH ("KfW IPEX"), BNP Paribas Fortis SA/NV, HSBC Bank plc, Commerzbank AG, New York Branch, Banco Santander, S.A., Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland, Bayerische Landesbank, New York Branch, DZ BANK AG, New York Branch, JPMorgan Chase Bank, N.A., London Branch and SMBC Bank International plc as original FEC lenders (in that capacity the "Original FEC Lenders"), KfW IPEX, BNP Paribas Fortis SA/NV, Commerzbank AG, New York Branch, Banco Santander, S.A., Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland, Bayerische Landesbank, New York Branch, DZ BANK AG, New York Branch, JPMorgan Chase Bank, N.A., London Branch, SMBC Bank International plc and Landesbank Hessen-Thüringen Girozentrale as original Hermes lenders (in that capacity the "Original Hermes Lenders") and KfW IPEX, BNP Paribas Fortis SA/NV, Landesbank Hessen-Thüringen Girozentrale, Commerzbank AG, New York Branch, Banco Santander, S.A., Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland, Bayerische

Landesbank, New York Branch, DZ BANK AG, New York Branch, JPMorgan Chase Bank, N.A., London Branch and SMBC Bank International plc as original Finnvera balancing lenders (in that capacity the "Original Finnvera Balancing Lenders" together with the Original FEC Lenders, the Original Hermes Lenders and each other Person that shall

Page 1

become a "Lender" in accordance with Section 11.11.1 hereof, each, individually, a "Lender" and, collectively, the "Lenders").

#### WITNESSETH

#### WHEREAS:

- (A) The Borrower and Meyer Turku Oy, Finland (the "Builder") have on 12 April 2017 entered into a Contract for the Construction and Sale of ICON 1 Hull No. 1400 (as amended from time to time, the "Construction Contract") pursuant to which the Builder has agreed to design, construct, equip, complete, sell and deliver the passenger cruise vessel bearing Builder's ICON 1 hull number 1400 (the "Purchased Vessel"); and
- (B) The Lenders have agreed to make available to the Borrower, upon the terms and conditions contained herein, a US dollar loan facility calculated on the amount (the "US Dollar Maximum Loan Amount") equal to:
  - (a) the US Dollar Equivalent of eighty per cent (80%) of the Contract Price (as defined below) of the Purchased Vessel, as adjusted from time to time in accordance with the Construction Contract to reflect, among other adjustments, Change Orders agreed pursuant to Article V of the Construction Contract (but which Contract Price shall not exceed for this purpose EUR1,861,000,000), plus
  - (b) 100% of the Finnvera Premium and, if applicable, the Finnvera Balancing Premium, plus
  - (c) the US Dollar Equivalent of 100% of the Hermes Fee;
- (C) The parties hereto have previously amended and restated this Agreement pursuant to an amendment agreement dated as of July 3, 2018 (the "Amendment Number One");
- (D) In consideration of the Lenders agreeing to extend the Financial Covenant Waiver Period on the basis set forth herein, the Borrower has agreed to procure the execution of the Guarantees and to make certain amendments to this Agreement to reflect the existence of such Guarantees;
- (E) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated February 15, 2021 (the "Amendment Number Two") and pursuant to which the Borrower agreed to procure the execution of the Guarantees and to make certain other amendments to this Agreement to reflect the existence of such Guarantees;
- (F) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated March 16, 2021 (the "Amendment Number Three");
- (G) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated May 25, 2021;
- (H) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated August 31, 2021;

Page 2

- (I) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated December 22, 2021 (the "Amendment Number Four");
- (J) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated July 1, 2022 (the "Amendment Number Five");
- (K) The parties hereto have previously amended this Agreement pursuant to an amendment agreement, dated July 21, 2022 (the "Amendment Number Six"); and
- (L) Pursuant to an amendment agreement dated 5 September 2023, (the "Amendment Number Seven"), and upon satisfaction of the conditions set forth therein, this Agreement is being amended and restated in the form of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

### Defined Terms

The following terms (whether or not underscored) when used in this Agreement, including its preamble and recitals, shall, when capitalised, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"2.875% Converted Debt" means the aggregate amount of debt securities issued by the Borrower pursuant to the 2.875% Convertible Notes Indenture which are, in accordance with the provisions of the said 2.875% Convertible Notes Indenture, converted, or remain to be converted, into equity securities of the Borrower on the 2.875% Maturity Date.

"2.875% Convertible Notes Indenture" means that certain Indenture, dated as of October 16, 2020, (as amended, supplemented, extended and/or otherwise modified from time to time) in respect of the \$575,000,000 2.875% convertible senior notes due 2023, by and among the Borrower as issuer and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee.

"2.875% Maturity Date" has the meaning given to the term Maturity Date in the 2.875% Convertible Notes Indentures (and being, as at the date of Amendment Number Six, November 15, 2023).

"4.25% Converted Debt" means the aggregate amount of debt securities issued by the Borrower pursuant to the 4.25% Convertible Notes Indenture which are, in accordance with the provisions of the said 4.25% Convertible Notes Indenture, converted, or remain to be converted, into equity securities of the Borrower on the 4.25% Maturity Date.

"4.25% Convertible Notes Indenture" means that certain Indenture, dated as of June 9, 2020, (as amended, supplemented, extended and/or otherwise modified from time to time) in respect of the \$1,150,000,000 4.250% convertible senior notes due 2023, by

and among the Borrower as issuer and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee.

"4.25% Maturity Date" has the meaning given to the term Maturity Date in the 4.25% Convertible Notes Indenture (and being, as at the date of Amendment Number Six, June 15, 2023).



"Accumulated Other Comprehensive Income (Loss)" means at any date the Borrower's accumulated other comprehensive income (loss) on such date, determined in accordance with GAAP.

"Actual Delivery Date" means the date on which the Purchased Vessel is delivered by the Builder to, and accepted by, the Borrower under the Construction Contract.

"Actual German Content Component" means, at any time, the amount of the German Construction Contract Component which is confirmed and notified by the Builder to the Facility Agent and the Borrower pursuant to Section 2.4(a) or Section 2.4(b).

"Add Back End Date" is defined in the definition of "Stockholders' Equity".

"Additional FEC Transfer Documents" means in relation to any Assignee Lender or Transferee Lender (other than FEC) any documents required by FEC or Finnvera (in form and substance satisfactory to FEC and Finnvera) to evidence that any such Assignee Lender or Transferee Lender has acceded to the FEC Supplemental Assignment Agreement and/or has become bound by its terms as though it were a party thereto in place of the transferor Lender assigning or transferring its share of the Loan or Commitment (as the case may be).

"Additional Guarantee" means a guarantee of the Obligations provided by a New Guarantor in a form and substance substantially the same as the other Guarantees (reflecting any necessary logical and factual changes), with such changes, or otherwise in form and substance, reasonably satisfactory to each of the Agents.

"Additional Subordination Agreement" means any subordination agreement with respect to the Second Priority Guarantee or the Third Priority Guarantee, as applicable, in a form and substance substantially the same as the other Subordination Agreements (reflecting any necessary logical and factual changes), with such changes, or otherwise in form and substance, reasonably satisfactory to each of the Agents and the beneficiaries of any Indebtedness incurred by the relevant Guarantor, as applicable.

"Adjustable Amount" means, as of any time of determination, \$500,000,000; provided if the aggregate amount of New Capital is equal to or greater than \$500,000,000, then the Adjustable Amount shall be \$350,000,000.

"Adjusted Cash Balance" means, as of any date (the "Measurement Date"), the aggregate amount of unrestricted cash and Cash Equivalents of the Borrower and its Subsidiaries as determined in accordance with GAAP plus (a) any amounts available to be drawn by the Borrower and/or any of its Subsidiaries under committed but undrawn term loan or revolving credit facility agreements (excluding any amounts available under agreements where the proceeds are only intended to be used to fund the purchase of new Vessels) and less (b) the sum of (i) any scheduled payments of principal or interest (but for the purposes of anticipating any interest liabilities, the interest rate of any floating rate

Page 4

---

debt shall be determined based on reference rates then in effect at the Measurement Date) in respect of debt during the period commencing on the Measurement Date and ending on the date that is six months thereafter, (ii) any customer deposits held by the Borrower or its Subsidiaries for cruises that are scheduled to commence within three months of the Measurement Date and (iii) any planned Non-Financed Capex during the period commencing on the Measurement Date and ending on the date that is six months thereafter.

"Adjusted EBITDA after Interest" means, for any Last Reported Fiscal Quarter, the Borrower's EBITDA for such period, excluding those items, if any, that the Borrower has excluded in determining "Adjusted Net Income" for such period as disclosed in the Borrower's annual report on 10-K or quarterly report on 10-Q, as applicable, for such Last Reported Fiscal Quarter, as evidenced pursuant to the relevant certificate to be submitted by the Borrower pursuant to Section 7.1.1(m).

"Affected Commitments" is defined in Section 3.2.2(a).

"Affected Lender" is defined in Section 9.2.

"Affected Loan" is defined in Section 3.2.2(a).

"Affiliate" of any Person means any other Person which, directly or indirectly, controls, is controlled by or is under common control with such Person. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

"Agent" means either the Hermes Agent or the Facility Agent and "Agents" means both of them.

"Agreement" means, on any date, this credit agreement as originally in effect on the Effective Date and as thereafter from time to time amended, supplemented, amended and restated, or otherwise modified and in effect on such date.

"Amendment Number Five" is defined in the preamble.

"Amendment Number Four" is defined in the preamble.

"Amendment Number One" is defined in the preamble.

"Amendment Number One Closing Date" means the "Effective Date", as that term is defined in the Amendment Number One.

"Amendment Number Seven" is defined in the preamble.

"Amendment Number Six" is defined in the preamble.

"Amendment Number Three" is defined in the preamble.

"Amendment Number Two" is defined in the preamble.

"Annex VI" means Annex VI of the Protocol of 1997 (as subsequently amended from time to time) to amend the International Convention for the Prevention of Pollution from Ships 1973 (Marpol), as modified by the Protocol of 1978 relating thereto.

Page 5

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower or any of its Affiliates from time to time concerning or relating to bribery or corruption.

"Annualised Net Cash from Operating Activities" means, with respect to any calculation of net cash from operating activities for any period:

- (a) in the case of the period of four consecutive Fiscal Quarters ending with the first Fiscal Quarter ending after the last day of the Fiscal Quarter ending on September 30, 2022, the product of (A) net cash from operating activities for such first Fiscal Quarter and (B) four;
- (b) in the case of the period of four consecutive Fiscal Quarters ending with the second Fiscal Quarter ending after the last day of the Fiscal Quarter ending on September 30, 2022, the product of (i) the sum of net cash from operating activities for such second Fiscal Quarter and the immediately preceding Fiscal Quarter and (ii) two; and
- (c) in the case of the period of four consecutive Fiscal Quarters ending with the third Fiscal Quarter ending after the last day of the Fiscal Quarter ending on September 30, 2022, the product of (i) the sum of net cash from operating activities for such third Fiscal Quarter and the two immediately preceding Fiscal Quarters and (ii) four-thirds,

in each case determined in accordance with GAAP as shown in the Borrower's consolidated statements of cash flows for such period.

"Applicable Finnvera Rate" means:

- (i) with respect to the FEC Loan, the percentage specified in the Pricing Grid set forth in Exhibit D-1 opposite the Senior Debt Rating as of the Premium Measurement Date; and

(ii) with respect to the Finnvera Balancing Loan, the percentage specified in the Pricing Grid set forth in Exhibit D-2 opposite the Senior Debt Rating as of the Premium Measurement Date.

"Applicable Jurisdiction" means the jurisdiction or jurisdictions under which the Borrower is organised, domiciled or resident or from which any of its business activities are conducted or in which any of its properties are located and which has jurisdiction over the subject matter being addressed.

"Application" means the application for the FEC Financing and the FEC Financing Offer.

"Assignee Lender" is defined in Section 11.11.1(A).

"Authorised Officer" means any of the officers of the Borrower authorised to act with respect to the Loan Documents and whose signatures and incumbency shall have been certified to the Facility Agent by the Secretary or an Assistant Secretary of the Borrower.

Page 6

"Bank Indebtedness" means the Borrower's Indebtedness up to a maximum aggregate principal amount of \$5,300,000,000 under the following agreements (as amended, restated, supplemented, extended, refinanced, replaced or otherwise modified from time to time): (a) the USD1,550,000,000 revolving credit facility maturing in 2022 with Nordea Bank AB (publ), New York Branch as agent, (b) the USD1,925,000,000 revolving credit facility maturing in 2024 with The Bank of Nova Scotia as agent, (c) the USD1,000,000,000 term loan maturing on 5 April 2022 with Bank of America, N.A. as agent, (d) the USD300,000,000 term loan maturing on 7 June 2028 with Nordea Bank ABP, New York Branch as agent, (e) the USD55,827,065 term loan maturing on 5 December 2022 with Sumitomo Mitsui Banking Corporation as agent, (f) the €80,000,000 term loan maturing in November 2024 with Skandinaviska Enskilda Banken AB (publ) as agent, (g) the USD130,000,000 term loan maturing on 2 February 2023 with Industrial and Commercial Bank of China Limited, New York Branch as agent, (h) that certain guarantee dated 18 July 2016 with SMBC Leasing and Finance, Inc. as agent in connection with liabilities relating to the "Lease", the "Construction Agency Agreement", the "Participation Agreement" and any other "Operative Document" (as each term is defined in such guarantee) and (i) any other agreement (other than in connection with Credit Card Obligations) as to which the Second Priority Guarantors provide a first priority guarantee package.

"Bank of Nova Scotia Agreement" means the \$1,925,000,000 amended and restated credit agreement dated as of December 4, 2017 among the Borrower, as borrower, the various financial institutions as are or shall become parties thereto, as lenders, and The Bank of Nova Scotia, as administrative agent, as amended, restated, supplemented or otherwise modified from time to time.

"Borrower" is defined in the preamble.

"Break Costs" means the amount (if any) as determined in accordance with Section 4.4.1 which (i) the Borrower may be required to pay to the Lenders and/or the Fixed Rate Provider under this Agreement following a Funding Losses Event, (ii) a Defaulting Finance Party is required to pay to FEC pursuant to Section 3.3.3(f) or (iii) a Transferring Lender is required to pay to FEC pursuant to Section 9.1.10(A)(c).

"Builder" is defined in the preamble.

"Business Day" means any day which is neither a Saturday or Sunday nor a legal holiday on which banks are authorised or required to be closed in New York City, London, Helsinki, or Frankfurt am Main, and:

- (a) in the case of an advance of all or part of the Loan, an Interest Period, prepayment or conversion, in each case with respect to the Loan bearing interest by reference to the Floating Rate or as applicable, the FEC Tranche A Floating Rate;
  - (b) in the case of any date for payment or purchase of an amount relating to the Compounded Reference Rate (if applicable); or
  - (c) in the case of the determination of the first day or the last day of an Interest Period for the Compounded Reference Rate (if applicable)
- or

otherwise in relation to the determination of the length of such Interest Period,

any day which is a US Government Securities Business Day.

"Capital Lease Obligations" means obligations of the Borrower or any Subsidiary of the Borrower under any leasing or similar arrangement which, in accordance with GAAP, would be classified as capitalised leases.

"Capitalisation" means, at any date, the sum of (a) Net Debt on such date, plus (b) Stockholders' Equity on such date.

"Capitalised Lease Liabilities" means the principal portion of all monetary obligations of the Borrower or any of its Subsidiaries under any leasing or similar arrangement which, in accordance with GAAP, would be classified as capitalised leases, and, for purposes of this Agreement and each other Loan Document, the amount of such obligations shall be the capitalised amount thereof, determined in accordance with GAAP.

"Cash Equivalents" means all amounts other than cash that are included in the "cash and cash equivalents" shown on the Borrower's balance sheet prepared in accordance with GAAP.

"Change of Control" means an event or series of events by which (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the United States Securities Exchange Act of 1934, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the United States Securities Exchange Act of 1934, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of 50% or more of the equity securities of the Borrower entitled to vote for members of the board of directors or equivalent governing body of the Borrower on a fully-diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right); or (b) during any period of 24 consecutive months, a majority of the members of the board of directors or other equivalent governing body of the Borrower cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board or equivalent governing body.

"Change in Law" means (a) the adoption after the date of this Agreement of any law, rule or regulation or (b) any change after the date of this Agreement in any law, rule or regulation or in the interpretation or application thereof by any governmental authority.

"Change Order" has the meaning ascribed to it in Article V of the Construction Contract.

"CIRR" means 2.76% 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 FEC Tranche A Loan.

"Code" means the United States Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

"Commitment" means, with respect to each Lender, such Lender's aggregate FEC Tranche A Commitment, FEC Tranche B Commitment, Hermes Commitment and Finnvera Balancing Commitment and means, relative to any Lender, such Lender's obligation to make that Commitment available pursuant to Section 2.1.

"Commitment Fees" shall have the meaning ascribed to it in the relevant Fee Letter.

"Commitment Termination Date" means 4 June 2024.

"Compounded Reference Rate" has the meaning given to it in, and is determined in accordance with, Exhibit T.

"Compounded Reference Rate Supplement" has the meaning given to it in Exhibit T.

"Compounding Methodology Supplement" has the meaning given to it in Exhibit T.

"Construction Contract" is defined in the preamble.

"Construction Mortgage" means the first ranking shipbuilding mortgage executed or to be executed by the Builder in favour of banks and financial institutions designated by the Builder to secure loans made or to be made to the Builder to finance the construction of the Purchased Vessel.

"Contract Price" is as defined in the Construction Contract and includes a lump sum amount in respect of the NYC Allowance.

"Contractual Delivery Date" means, at any time, the date which at such time is the date specified for delivery of the Purchased Vessel under the Construction Contract, as such date may be modified from time to time pursuant to the terms of the Construction Contract.

"Covered Taxes" is defined in Section 4.6.

"Credit Adjustment Spread" has the meaning given to it in Exhibit T.

"Credit Card Obligations" means any obligations of the Borrower under credit card processing arrangements or other similar payment processing arrangements entered into in the ordinary course of business of the Borrower.

"Credit Support Documents" means the FEC Transfer Documents, the Hermes Insurance Policy, the Finnvera Guarantee and, if applicable, the Second Finnvera Guarantee.

Page 9

"Cumulative Compounded RFR Rate" has the meaning given to it in, and is determined in accordance with, Exhibit T.

"Daily Non-Cumulative Compounded RFR Rate" has the meaning given to it in, and is determined in accordance with, Exhibit T.

"DDTL Indebtedness" means the Borrower's Indebtedness (or, if such Indebtedness has not yet been incurred, the commitments by lenders to provide Indebtedness to the Borrower as of the effectiveness of Amendment Number Two) in connection with that certain Commitment Letter, dated as of August 12, 2020, between the Borrower and MORGAN STANLEY SENIOR FUNDING INC. (as amended, restated, extended, supplemented, refinanced, replaced or otherwise modified from time to time).

"Debt Deferral Extension Regular Monitoring Requirements" means the general test scheme/reporting package in the form set out in Exhibit Q to this Agreement submitted or to be submitted (as the case may be) by the Borrower in accordance with Section 7.1.1(j).

"Debt Incurrence" means any incurrence of indebtedness for borrowed money by any Group Member, whether pursuant to a public offering or a Rule 144A or other private placement of debt securities (and including any secured debt securities (but excluding any unsecured debt securities) which are convertible into equity securities of the Borrower) or an incurrence of loans under any loan or credit facility, or any issuance of bonds, other than:

- (a) any indebtedness (but having regard, in respect of any secured and/or guaranteed indebtedness, to the restrictions set out in Section 7.2.9(b)) incurred by a Group Member between April 1, 2020 and December 31, 2022 (or such later date as may, with the prior consent of Hermes and Finnvera, be agreed between the Borrower and the Lenders) for the purpose of providing crisis and/or recovery-related funding;
- (b) indebtedness incurred by a Group Member pursuant to an intra-Group loan from another Group Member, provided that no Group Member shall be permitted to incur any such Indebtedness at any time where an Event of Default or a Prepayment Event has occurred and is continuing;
- (c) indebtedness incurred to refinance (and for this purpose having regard to the applicable provisions of Section 7.2.9) a maturity payment under any existing loan or credit facility (including any crisis and/or recovery-related indebtedness incurred by a Group Member between April 1, 2020 and December 31, 2022) or issued bonds of a Group Member, provided that:
  - (i) in the case of any such refinancing, the amount of such indebtedness being used in connection with that refinancing does not increase the aggregate principal amount of such indebtedness or the commitments outstanding at the time of that refinancing and is otherwise incurred on a basis permitted pursuant to this Agreement (including, without limitation, in relation to the provision of any Liens or guarantees that may be provided to support the relevant refinancing arrangement); and

Page 10

- (ii) in the case of the refinancing of crisis and/or recovery-related indebtedness of the type referred to above, that refinancing shall either (A) reduce the interest burden of the Borrower (and for such purposes the interest rate of any floating rate debt shall be determined based on reference rates then in effect at the time of the new debt incurrence) or (B) replace the existing secured and/or guaranteed indebtedness with unsecured and unguaranteed debt;
- (d) indebtedness provided by banks or other financial institutions under the Borrower's senior unsecured revolving credit facilities in an aggregate amount not greater than the commitments thereunder as in effect on February 19, 2021 plus the amount of any existing uncommitted incremental facilities (for example, any unused accordion) on such facilities;
- (e) indebtedness provided by banks or other financial institutions which, as at February 19, 2021, is committed but yet to be incurred in respect of the DDTL Indebtedness (but, in respect of that DDTL Indebtedness, up to a maximum amount of \$700,000,000 or, where the Borrower has exercised the pre-existing accordion option in respect of that DDTL Indebtedness, a maximum amount of \$1,000,000,000 (but on the basis that, following the exercise of that accordion option, an amount equal to the additional \$300,000,000 or, if the amount of indebtedness incurred under such accordion option is less, the relevant amount made available under the DDTL Indebtedness shall be included in the overall limit on secured and/or guaranteed indebtedness set out in Section 7.2.9(b));
- (f) any of the following types of indebtedness in each case incurred in the ordinary course of business of any Group Member:
  - (i) the issuances of commercial paper;
  - (ii) Capitalized Lease Liabilities;
  - (iii) purchase money indebtedness;
  - (iv) indebtedness under overdraft facilities; and
  - (v) financial obligations in connection with repurchase agreements and/or securities lending arrangements; and
- (g) vessel financings (including the financing of pre-delivery contract instalments, change orders, owner furnished equipment costs or other such similar arrangements) in respect of vessels for which shipbuilding contracts have been executed on or prior to April 1, 2020 (provided, however, that a refinancing of a vessel financing shall not be included in this carve-out (g)).

There shall be a presumption that any indebtedness incurred by the Borrower between April 1, 2020 and December 31, 2022 shall be for the purpose of providing crisis and/or recovery-related funding unless the intended use of proceeds from such indebtedness are specifically identified to be used for an alternative purpose. In the event there is any question as to whether funding qualifies as "crisis and/or recovery-related", Hermes, Finnvera, the Facility Agent and the Borrower shall negotiate a resolution in good faith for a maximum period of fifteen (15) Business Days.

Page 11

"Default" means any Event of Default or any condition, occurrence or event which, after notice or lapse of time or both, would constitute an Event of Default.

"Defaulting Finance Party" means the Facility Agent or any Transferring Lender who is liable to pay Break Costs pursuant to Section 3.3.3 (e) or Section 9.1.10(A)(c) as the case may be.

"Disbursement Date" means the date on which the Loan is advanced. When such expression is prefaced by the word "expected", it shall denote the date on which the Borrower then reasonably expects the Loan to be disbursed based upon the then-scheduled Contractual Delivery Date of the Purchased Vessel.

"Dispose" means to sell, transfer, license, lease, distribute or otherwise transfer, and "Disposition" shall have a correlative meaning.

"Disruption Event" means either or both of:

- a) a material disruption **inducement** 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 the Loan (or otherwise in order for the transactions contemplated by the Loan Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the parties; 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 preventing that, or any other, party:
  - (i) from performing its payment obligations under the Loan Documents; or
  - (ii) from communicating with other parties or in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the party whose operations are disrupted.

"Dollar", "USD" and the sign "\$" mean lawful money of the United States.

"Dollar Pledged Account" means the Dollar account referred to in the Pledge Agreement.

"Early Warning Monitoring Period" means the period beginning on the Amendment Effective Date (as defined in Amendment Number Three) and ending on the last day of two consecutive Fiscal Quarters where the Borrower's Adjusted EBITDA after Interest for each such Fiscal Quarter is a positive number, as evidenced pursuant to the certificate to be submitted by the Borrower pursuant to Section 7.1.1(m) (and such day shall be notified to the Borrower by the Facility Agent).

"EBITDA" means, for any Last Reported Fiscal Quarter, the Borrower's consolidated operating income for such period plus any depreciation and amortization expenses that were deducted in calculating consolidated operating income for such period and minus consolidated interest expense of the Borrower for such period (net of any

Page 12

capitalized interest and interest income), in each case as determined in accordance with GAAP.

"ECA Financed Vessel" means any Vessel subject to any ECA Financing.

"ECA Financing" means any financing arrangement pursuant to which one or more ECA Guarantor provides guarantees or other credit support (including but not limited to a sale and leaseback transaction or bareboat charter or lease or an arrangement whereby a Vessel under construction is pledged as collateral to secure the indebtedness of a shipbuilder, and, for the avoidance of doubt, committed but undrawn export credit agency facilities), entered into by the Borrower or a Subsidiary for the purpose of financing or refinancing all or any part of the purchase price, cost of design or construction of a Vessel or Vessels or the acquisition of Equity Interests of entities owning, or to own, Vessels.

"ECA Guarantor" means BpiFrance Assurance Export, Finnvera plc or Euler Hermes Aktiengesellschaft (or, in each case, any successor thereof).

"Effective Date" is defined in the preamble.

"Eligible German Content Amount" means the amount of the Actual German Content Component from time to time which is notified by the Builder to the Facility Agent pursuant to Section 2.4(a) and for which the Hermes Documentary Requirements have been satisfied.

"Environmental Laws" means all applicable federal, state, local or foreign statutes, laws, ordinances, codes, rules and regulations (including consent decrees and administrative orders) relating to the protection of the environment.

"Equity Interests" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities) but excluding any debt securities convertible into such Equity Interests.

"EUR" and the sign "€" mean the currency of participating member states of the European Monetary Union pursuant to Council Regulation (EC) 974/98 of 3 May 1998, as amended from time to time.

"EUR Pledged Account" means the EUR account referred to in the Pledge Agreement.

"Event of Default" is defined in Section 8.1.

"Existing Lender" has the meaning given to it in a Transfer Certificate.

"Existing Principal Subsidiaries" means each Subsidiary of the Borrower that is a Principal Subsidiary on the Effective Date.

"Expected Delivery Date" means the latest date on which the Purchased Vessel is expected to be delivered to the Borrower pursuant to the Construction Contract being, as at the date of this Agreement, 8 September 2023, as such date may be adjusted pursuant to the terms and conditions of the Construction Contract.

"Facility" means the term loan facility made available under this Agreement.

"Facility Agent" is defined in the preamble and includes each other Person as shall have subsequently been appointed as the successor Facility Agent, and as shall have accepted such appointment, pursuant to Section 10.5.



"**FATCA**" means Sections 1471 through 1474 of the Code, as in effect at the date hereof (or any amended or successor version that is substantively comparable), any current or future regulations promulgated thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or official practices adopted pursuant to any published intergovernmental agreement entered into in connection with the implementation of such sections of the Code, any published intergovernmental agreement entered into in connection with the implementation of such Sections of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to such published intergovernmental agreements.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Loan Document required by FATCA.

"**FATCA Exempt Party**" means a party to this Agreement that is entitled to receive payments free from any FATCA Deduction.

"**FEC**" means Finnish Export Credit Ltd. (Business Identity Code: 1642253-1) whose postal address is Porkkalankatu 1, PO Box 1010, FI - 00101 Helsinki, Finland.

"**FEC Commitment Amount**" means the sum of the FEC Tranche A Commitment Amount and the FEC Tranche B Commitment Amount.

"**FEC Conversion**" means the election by FEC pursuant to Section 3.3.3 that the FEC Tranche A Loan shall not bear interest at the Fixed Rate but at the FEC Tranche A Floating Rate.

"**FEC Conversion Floating Rate Certificate**" is defined in Section 3.3.3(c).

"**FEC Conversion Notice**" is defined in Section 3.3.3(b).

"**FEC Financing**" means the funding provided by FEC as Lender under this Agreement following the execution of the FEC Transfer Certificates.

"**FEC Financing Offer**" means the offer by FEC to the Borrower in relation to the FEC Loan and the Fixed Rate dated 12 April 2017 as renewed from time to time.

"**FEC Lender**" means an Original FEC Lender until the effective date(s) of its FEC Transfer Certificate(s) and, with effect from the effective date(s) of such FEC Transfer Certificate(s), FEC.

"**FEC Loan**" means collectively the FEC Tranche A Loan and the FEC Tranche B Loan.

"**FEC Margin Lender**" means any Original FEC Lender, any Assignee Lender and any Transferee Lender, in each case, excluding FEC.

Page 14

"**FEC Prepayment Event**" has the meaning given to such term in Section 9.1.10(A)(b).

"**FEC Reassignment**" has the meaning given to such term in Section 9.1.10(A)(a).

"**FEC Supplemental Assignment Agreement**" means the supplemental assignment agreement entered into between FEC, the Original FEC Lenders and the Facility Agent in relation to the FEC Financing in the form set out in Exhibit G-1.

"**FEC Tranche A Commitment**" means:

- (a) for each of the Original FEC Lenders, the amount set opposite its name in Exhibit A-1 under the heading "FEC Tranche A Commitments" and the amount of any other Commitment in relation to the FEC Tranche A Commitment Amount transferred to it under this Agreement; and
- (b) for any other Lender, the amount of any Commitment in relation to the FEC Tranche A Commitment Amount transferred to it under a Transfer Certificate or under Section 11.11.1 of this Agreement,

in each case as such amount may be reduced, transferred or cancelled in accordance with the terms of this Agreement.

"FEC Tranche A Commitment Amount" means, as of any date, an amount equal to the aggregate of the FEC Tranche A Commitments of all the Lenders on such date. As of the Effective Date, the FEC Tranche A Commitment Amount is equal to (a) the US Dollar equivalent of EUR992,000,000 plus (b) the US Dollar equivalent of EUR26,794,290 being the amount of the Finnvera Premium payable with respect to the FEC Tranche A Loan, in aggregate not exceeding the US Dollar equivalent of EUR1,018,794,290.

"FEC Tranche A Loan" means that part of the Loan made or to be made (as the context may require) by the FEC Lenders to the Borrower that is referred to in Section 2.1.1(i).

"FEC Tranche A Floating Rate" means a rate per annum equal to the sum of the Reference Rate (or, if applicable at the relevant time of determination, the Compounded Reference Rate) plus the FEC Tranche A Floating Rate Margin and, without double counting (having regard to the definition of Compounded Reference Rate) the Credit Adjustment Spread.

"FEC Tranche A Floating Rate Margin" means the rate per cent per annum to be agreed between the Borrower and FEC in accordance with Section 3.3.3(d) or as set out in the FEC Conversion Floating Rate Certificate issued pursuant to Section 3.3.3(e).

"FEC Tranche B Commitment" means:

- (a) for each of the Original FEC Lenders, the aggregate amount set opposite its name in Exhibit A-1 under the headings "FEC Tranche B Original Commitments", "Fifth Amendment Upsize Commitments" and "Seventh Amendment Upsize Commitments" and the amount of any other Commitment in relation to the FEC Tranche B Commitment Amount transferred to it under this Agreement; and

Page 15

- (b) for any other Lender, the amount of any Commitment in relation to the FEC Tranche B Commitment Amount transferred to it under a Transfer Certificate or under Section 11.11.1 of this Agreement,

in each case as such amount may be reduced, transferred or cancelled in accordance with the terms of this Agreement.

"FEC Tranche B Commitment Amount" means, as of any date, an amount equal to the aggregate of the FEC Tranche B Commitment of all the Lenders as of such date. As of the Amendment Effective Date (as defined in Amendment Number Seven), the FEC Tranche B Commitment Amount is equal to (a) the US Dollar equivalent of EUR336,800,000 plus (b) the US Dollar equivalent of EUR25,311,601 being the aggregate amount of the Finnvera Premium payable with respect to the FEC Tranche B Loan plus (c) the part of the Finnvera Premium payable with respect to the FEC Tranche A Loan not covered under the FEC Tranche A Loan, up to the US Dollar equivalent of EUR47,757,694, in aggregate not exceeding the US Dollar equivalent of EUR409,869,295.

"FEC Tranche B Loan" means that part of the Loan made or to be made (as the context may require) by the FEC Lenders to the Borrower referred to in Section 2.1.1(ii).

"FEC Tranche Commitment" means, with respect to each Lender, the sum of such Lender's FEC Tranche A Commitment and FEC Tranche B Commitment.

"FEC Transfer Certificate" means a Transfer Certificate, to be executed by each Original FEC Lender in favour of FEC and pursuant to which all of the FEC Tranche Commitments and other rights and obligations of such Original FEC Lender under the Loan Documents shall be transferred to FEC, substantially in the form set out in Exhibit F-1.

"FEC Transfer Documents" means each FEC Transfer Certificate, the FEC Supplemental Assignment Agreement and the Finnvera Guarantee Assignment Agreement.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Facility Agent from three Federal funds

brokers of recognized standing selected by it; provided that if the Federal Funds Rate shall be less than zero, such rate shall be deemed zero for purposes of this Agreement.

"Fee Letter" means any letter entered into by reference to this Agreement between the Borrower, on the one hand and any or all of the Facility Agent, the Hermes Agent, the Finnvera Agent, the Mandated Lead Arrangers, the Lenders and/or FEC setting out the amount of certain fees referred to in, or payable in connection with, this Agreement, Amendment Number Five or Amendment Number Seven.

"Fifth Amendment Upsize Commitment" means, in respect of each relevant Original Lender, the amount set opposite its name in Exhibit A-1 under the heading "Fifth Amendment Upsize Commitments".

Page 16

"FinalGerman Content Notice" is defined in Section 2.4(b).

"FinalGerman Content Notice Date" means the date falling one (1) month prior to the Contractual Delivery Date.

"Final Maturity" means the date occurring twelve (12) years after the Disbursement Date.

"Finance Parties" means the Lenders, the Mandated Lead Arrangers, the Facility Agent, the Guarantee Holder, the Hermes Agent and the Finnvera Agent.

"Financial Covenant Waiver Period" means the period between from and including April 1, 2020 to and including December 31, 2022.

"Finnish Authority" means each of FEC and Finnvera.

"Finnish Ministry" means the Ministry of Economic Affairs and Employment of the State of Finland.

"Finnvera" means Finnvera plc, a company owned by the State of Finland having its principal office at Porkkalankatu 1, PO Box 1010, FI-00101 Helsinki, Finland.

"Finnvera Balancing Commitment" means:

(a) for each of the Original Finnvera Balancing Lenders, the amount set opposite its name in Exhibit A-1 under the heading "Finnvera Balancing Commitments" and the amount of any other Commitment in relation to the Finnvera Balancing Commitment transferred to it under this Agreement; and

(b) for any other Lender, the amount of any Commitment in relation to the Finnvera Balancing Commitment transferred to it under Section 11.11.1 of this Agreement,

in each case as such amount may be increased, reduced, transferred or cancelled in accordance with the terms of this Agreement.

"Finnvera Balancing Commitment Amount" means, as of any date, an amount equal to the aggregate of the Finnvera Balancing Commitment of all the Lenders as of such date. As of the Effective Date, the Finnvera Balancing Commitment Amount is equal to zero plus any Finnvera Balancing Premium that may become payable with respect to the Finnvera Balancing Loan.

"Finnvera Balancing Lenders" means the Original Finnvera Balancing Lenders and any New Lender(s) to whom all or any part of the Finnvera Balancing Commitment is transferred.

"Finnvera Balancing Loan" means that part of the Loan made or to be made (as the context may require) by the Finnvera Balancing Lenders to the Borrower referred to in Section 2.1.3.

"Finnvera Balancing Premium" means the premium payable to Finnvera (if any) under and in respect of the Second Finnvera Guarantee calculated as provided in Section 3.5.5.

"Finnvera General Terms" means the terms and conditions of Finnvera dated 1 March 2004 applicable to the Finnvera Guarantee and, if applicable, the Second Finnvera Guarantee.

"Finnvera Guarantee" means the guarantee in relation to 100% of the FEC Loan issued or to be issued by Finnvera in favour of the Guarantee Holder in the form set out in Exhibit H-1.

"Finnvera Guarantee Assignment Agreement" means the assignment agreement to be entered into by FEC as assignee and the Guarantee Holder as assignor and pursuant to which the Guarantee Holder will assign to FEC all rights to and benefits of any payments of indemnity to be made by Finnvera under the Finnvera Guarantee in the form set out in Exhibit G-2.

"Finnvera Premium" means the premium payable to Finnvera under and in respect of the Finnvera Guarantee calculated as provided in Section 3.5.4.

"Finnvera Premium Refund Formula" means an amount determined in accordance with the following formula:

$0.8*d*b*c$  where:

$b$  = the remaining average maturity of the Loan at the time of the prepayment  $c$  = the principal amount of the prepayment  $d$  = the up-front flat guarantee premium converted into a per annum based premium.

Clarification of the formula:

- (a) '0.8' in the formula above refers to the fact that 20% of the flat guarantee premium will be retained and will not be refundable; and
- (b) 'd' in the formula above is derived as follows: the guarantee premium/6.25=d, where the guarantee premium is the up-front flat guarantee premium and 6.25 is the average maturity of a loan with a 12 year OECD repayment profile.

"First Fee" is defined in Section 11.13.1.

"First Priority Assets" means the Vessels known on the date Amendment Number Two becomes effective as or that sailed under the name (i) Celebrity Constellation, (ii) Celebrity Equinox, (iii) Celebrity Millennium, (iv) Celebrity Silhouette, (v) Celebrity Summit, (vi) Celebrity Eclipse, (vii) Celebrity Infinity, (viii) Celebrity Reflection and (ix) Celebrity Solstice (it being understood that such Vessels shall remain "First Priority Assets" regardless of any change in name or ownership after such date).

"First Priority Guarantee" means the first priority guarantee granted by the First Priority Guarantor on or prior to the Amendment Effective Date (as defined in Amendment Number Two) (and any other first priority guarantee granted by a First Priority Holdco Subsidiary in connection with becoming a First Priority Guarantor) in

favour of the Facility Agent for the benefit of the Agents and the Lenders, in each case substantially in the form attached hereto as Exhibit K.

"First Priority Guarantor" means Celebrity Cruise Lines Inc. (and any of its successors) and any other First Priority Holdco Subsidiary that has granted or, prior to that entity becoming a First Priority Holdco Subsidiary pursuant to a Disposal of a First Priority Asset in accordance with Section 7.2.5(a)(v)(A), will grant a First Priority Guarantee.

"First Priority Holdco Subsidiaries" means one or more Subsidiaries of the Borrower that directly own any of the Equity Interests issued by any other Subsidiary of the Borrower that owns any First Priority Assets.

"First Priority Release Event" means the occurrence of any event or other circumstance that results in either (x) 80% of the aggregate principal amount of Bank Indebtedness outstanding as of the effectiveness of Amendment Number Two (being \$5,300,000,000 (and 80% of which is \$4,240,000,000)) or (y) 100% of the aggregate principal amount of Secured Note Indebtedness outstanding as of the effectiveness of Amendment Number Two (being \$3,320,000,000):

- (a) no longer remaining outstanding (whether as a result of repayment, redemption or otherwise (but excluding in connection with any enforcement action taken by the relevant creditors in respect of that Indebtedness)); and
- (b) not having been refinanced (whether initially or through subsequent refinancings) with Indebtedness that is (i) secured by a Lien or (ii) incurred or guaranteed by any one or more Subsidiaries of the Borrower.

Notwithstanding the foregoing, a First Priority Release Event shall in no case occur if the Borrower has failed to pay any Indebtedness that is outstanding under any ECA Financing (including this Agreement) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise). For the avoidance of doubt, if a First Priority Release Event would have occurred but for the continuance of the payment default described above, then a First Priority Release Event will occur immediately upon that payment default being remedied.

"Fiscal Quarter" means any quarter of a Fiscal Year.

"Fiscal Year" means any annual fiscal reporting period of the Borrower.

"Fixed Charge Coverage Ratio" means, as of the end of any Fiscal Quarter, the ratio computed for the period of four consecutive Fiscal Quarters ending on the close of such Fiscal Quarter of:

- (a)
  - (i) save as provided in (a) (ii) below, net cash from operating activities (determined in accordance with GAAP) for such period; or
  - (ii) in the case of the end of each of the first three Fiscal Quarters ending after the last day of the Fiscal Quarter ending on

September 30, 2022, the Annualised Net Cash from Operating Activities for such relevant Fiscal Quarter, to,

- (b) the sum of:
  - (i) dividends actually paid by the Borrower during such period (including, without limitation, dividends in respect of preferred stock of the Borrower); plus
  - (ii) scheduled cash payments of principal of all debt less New Financings (determined in accordance with GAAP, but in any event including Capitalised Lease Liabilities) of the Borrower and its Subsidiaries for such period.

"Fixed Rate" means a rate per annum equal to the sum of the CIRR plus the Fixed Rate Margin.

"Fixed Rate Loan" means the FEC Tranche A Loan bearing interest at the Fixed Rate.

"Fixed Rate Margin" means the aggregate of (i) 0.75% per annum (payable to FEC) and (ii) 0.05% per annum (payable to the FEC Margin Lenders).

"Fixed Rate Provider" means FEC in its capacity as the provider of the Fixed Rate.

"Floating Rate" means a rate per annum equal to the sum of the Reference Rate (or, if applicable at the relevant time of determination, the Compounded Reference Rate) plus the relevant Floating Rate Margin and, without double counting (having regard to the definition of Compounded Reference Rate), the Credit Adjustment Spread save in the case of the Floating Rate applicable to the FEC Loan following an FEC Reassignment under Section 9.1.10(A)(c) where the applicable Floating Rate shall be that determined in accordance with paragraphs (f) to (h) inclusive of Section 9.1.10(A).

"Floating Rate Indemnity Amount" is defined in Section 4.4.1(A)a.

"Floating Rate Loan" means all or any portion of the Loan (other than the FEC Tranche A Loan) bearing interest at the Floating Rate and, in the case of the FEC Tranche A Loan, the FEC Tranche A Floating Rate.

"Floating Rate Margin" means (a) in respect of the FEC Tranche B Loan the aggregate of: (i) 1.05% per annum (payable to FEC) and (ii) 0.05% per annum (payable to the FEC Margin Lenders) and (b) in respect of each of (x) the Hermes Loan and (y) if applicable, the Finnvera Balancing Loan: 1.15% per annum.

"Framework" means the document titled "Debt Deferral Extension Framework" in the form set out in Exhibit P to this Agreement, and which sets out certain key principles and parameters relating to, amongst other things, the further temporary suspension of repayments of principal in connection with certain qualifying Loan Agreements (as defined therein) and being applicable to Hermes-covered and Finnvera-covered loan agreements such as this Agreement.

"F.R.S. Board" means the Board of Governors of the Federal Reserve System or any successor thereto.

Page 20

"Funding Losses Event" is defined in Section 4.4.1.

"GAAP" is defined in Section 1.4.

"German Construction Contract Component" means that portion of the Contract Price which relates to monies to be paid to German exporters, suppliers and sub-suppliers in relation to the Construction Contract.

"German Content Review Date" means each date falling at consecutive 12 monthly intervals from the Effective Date until the Final German Content Notice Date save that if such date is not a Business Day, then the German Content Review Date shall fall on the next succeeding Business Day following such date.

"Government-related Obligations" means obligations of the Borrower or any Subsidiary of the Borrower under, or Indebtedness incurred by the Borrower or any Subsidiary of the Borrower to satisfy obligations under, any governmental requirement imposed by any Applicable Jurisdiction that must be complied with to enable the Borrower and its Subsidiaries to continue its or their business in such Applicable Jurisdiction, excluding, in any event, any taxes imposed on the Borrower or any Subsidiary of the Borrower.

"Group" means the Borrower and its Subsidiaries from time to time.

"Group Member" means any entity that is a member of the Group.

"Group Member Guarantee" means any guarantee or other similar or analogous credit support arrangement granted by a Group Member (other than the Borrower) in support of the Indebtedness of another Group Member or any other Person.

"Guarantee" means the First Priority Guarantee, the Second Priority Guarantee, the Third Priority Guarantee and (if applicable) any Additional Guarantee and "Guarantees" means any or all of them.

"Guarantee Holder" means KfW IPEX (for the benefit of the Original FEC Lenders or FEC and, if applicable the Original Finnvera Balancing Lenders from time to time) being the person in whose favour (i) the Finnvera Guarantee shall be issued for the benefit of the Original FEC Lenders and, following the execution of each FEC Transfer Certificate, FEC and (ii) the Second Finnvera Guarantee, if applicable, shall be issued for the benefit of the Original Finnvera Balancing Lenders and, subject to approval from Finnvera following any assignment or transfer of the Finnvera Balancing Commitment, the Finnvera Balancing Lenders.

"Guarantee Release Date" means the date upon which the First Priority Release Event, the Second Priority Release Event and the Third Priority Release Event have all occurred and accordingly, subject to Section 7.2.5(g) (and in particular proviso (2) to such Section 7.2.5(g)), each of the Guarantees has been released by the Facility Agent, and also being the date upon which, in accordance with Section 7.3, certain provisions of this Agreement shall be replaced by the provisions set out in Exhibit R.

"Guarantor" means the provider of any Guarantee from time to time and "Guarantors" means any or all of them.

"Hedging Instruments" means options, caps, floors, collars, swaps, forwards, futures and any other agreements, options or instruments substantially similar thereto or

Page 21

any series or combination thereof used to hedge one or more interest, foreign currency or commodity exposures.

"herein", "hereof", "hereto", "hereunder" and similar terms contained in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular Section, paragraph or provision of this Agreement or such other Loan Document.

"Hermes" means Euler Hermes Aktiengesellschaft, Gasstraße 27, 22761 Hamburg, Germany acting in its capacity as representative of the Federal Republic of Germany in connection with the issuance of export credit guarantees.

"Hermes Agent" is defined in the preamble.

"Hermes Commitment" means:

- (a) for each of the Original Hermes Lenders, the amount set opposite its name in Exhibit A-1 under the heading "Hermes Commitments" and the amount of any other Commitment in relation to the Hermes Commitment Amount transferred to it under this Agreement; and
- (b) for any other Lender, the amount of any Commitment in relation to the Hermes Commitment Amount transferred to it under Section 11.11.1 of this Agreement,

in each case as such amount may be reduced, transferred or cancelled in accordance with the terms of this Agreement.

"Hermes Commitment Amount" means, as of any date, an amount equal to the aggregate of the Hermes Commitment of all the Lenders as of such date. As of the Effective Date, the Hermes Commitment Amount equals the US Dollar equivalent of EUR160,000,000 plus the Hermes Fee.

"Hermes Conditions" means (i) The General Terms and Conditions for Buyer Credit Guarantees issued by Hermes with the heading Legal Basis and dated July 2017 (the "Conditions") and (ii) The Minimum Standards for the Specific Pre-conditions for disbursements under Buyer Credit Cover issued by Hermes with the heading Practical Information (the "Standards") and dated July 2017 unless such Conditions and Standards are no longer applicable.

"Hermes Documentary Requirements" has the meaning given to such term in Section 2.3(a).

"Hermes Fee" means the premium payable to Hermes under and in respect of the Hermes Insurance Policy.

"Hermes Insurance Policy" means the export credit guarantee (*Finanzkreditgarantie*) in relation to 95% of the Hermes Loan issued by the Federal Republic of Germany, represented by Hermes, in favour of the Lenders.

"Hermes Lenders" means the Original Hermes Lenders and any New Lender(s) to whom all or any part of the Hermes Commitment is transferred.

Page 22

"Hermes Loan" means that part of the Loan made or to be made (as the context may require) by the Hermes Lenders to the Borrower referred to in Section 2.1.2.

"Illegality Notice" is defined in Section 3.2.2(a).

"Indebtedness" means, for any Person: (a) obligations created, issued or incurred by such Person for borrowed money (whether by loan, the issuance and sale of debt securities or the sale of property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such property from such Person); (b) obligations of such Person to pay the deferred purchase or acquisition price of property or services, other than (i) trade accounts payable (other than for borrowed money) arising, and accrued expenses incurred, in the ordinary course of business so long as such trade accounts payable are payable within 180 days of the date the respective goods are delivered or the respective services are rendered and (ii) any purchase price adjustment, earnout or deferred payment of a similar nature incurred in connection with an acquisition (but only to the extent that no payment has at the time accrued pursuant to such purchase price adjustment, earnout or deferred payment obligation); (c) Indebtedness of others secured by a Lien on the property of such Person, whether or not the respective Indebtedness so secured has been assumed by such Person; (d) obligations of such Person in respect of letters of credit or similar instruments issued or accepted by banks and other financial institutions for the account of such Person; (e) Capital Lease Obligations of such Person; (f) guarantees by such Person of Indebtedness of others, up to the amount of Indebtedness so guaranteed; (g) obligations of such Person in respect of surety bonds and similar obligations; and (h) liabilities arising under Hedging Instruments.

"Indemnified Liabilities" is defined in Section 11.4.

"Indemnified Parties" is defined in Section 11.4.

"Interest Period" means the period from and including the Disbursement Date up to but excluding the first Repayment Date, and subsequently each succeeding period from the last day of the prior Interest Period up to but excluding the next Repayment Date, except that:

- (a) any Interest Period which would otherwise end on a day which is not a Business Day shall end on the next Business Day to occur, except if such Business Day does not fall in the same calendar month, the Interest Period will end on the last Business Day in that calendar month, the interest amount due in respect of the Interest Period in question and in respect of the next following Interest Period being adjusted accordingly; and
- (b) if any Interest Period is altered by the application of a) above, the subsequent Interest Period shall end on the day on which it would have ended if the preceding Interest Period had not been so altered.

"Interest Subsidy Amount Repayable" means the amount of any interest subsidy paid in connection with the FEC Tranche A Loan under the Facility, to the extent such amount exceeds the respective amount of any interest compensation paid under the respective interest swaps made by FEC to obtain the CIRR for the FEC Tranche A Loan under the Facility, as well as annual interest on all amounts of such interest subsidy paid from the date of payment until the date of such repayment, at the interest rate referred to in paragraph 1 of Section 4 of the Finnish Interest Rate Act (633/1982), as amended.

Page 23



---

"Investment Grade" means, with respect to Moody's, a Senior Debt Rating of Baa3 or better and, with respect to S&P, a Senior Debt Rating of BBB- or better.

"KfW IPEX" means KfW IPEX-Bank GmbH.

"Last Reported Fiscal Quarter(s)" means the most recently completed Fiscal Quarter(s) for which the Borrower has filed financial statements with the SEC as part of an annual report on 10-K or a quarterly report on 10-Q.

"Lender" and "Lenders" are defined in the preamble.

"Lender Assignment Agreement" means any Lender Assignment Agreement substantially in the form of Exhibit C.

"Lending Office" means, relative to any Lender, the office of such Lender designated as such below its signature hereto or designated in a Lender Assignment Agreement or such other office of a Lender as designated from time to time by notice from such Lender to the Borrower and the Facility Agent, whether or not outside the United States, which shall be making or maintaining the Loan of such Lender hereunder.

"Lien" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property to secure payment of a debt or performance of an obligation or other priority or preferential arrangement of any kind or nature whatsoever.

"Loan" means, as the context requires:

- (a) each of the FEC Tranche A Loan, FEC Tranche B Loan, Hermes Loan and the Finnvera Balancing Loan; or
- (b) the principal sum in Dollars advanced by the Lenders to the Borrower upon the terms and conditions of this Agreement; or
- (c) the amount thereof for the time being advanced and outstanding under this Agreement.

"Loan Documents" means this Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three, Amendment Number Four, Amendment Number Five, Amendment Number Six, Amendment Number Seven, the Pledge Agreement, the First Priority Guarantee, the Second Priority Guarantee, the Third Priority Guarantee, any Additional Guarantee, the Subordination Agreements, any Additional Subordination Agreement, any New Guarantor Subordination Agreement, the Fee Letters, the Loan Request, any Compounded Reference Rate Supplement, any Compounded Methodology Supplement and any other document jointly designated as a "Loan Document" by the Facility Agent and the Borrower.

"Loan Request" means the loan request and certificate duly executed by an Authorised Officer of the Borrower, substantially in the form of Exhibit A-2 hereto.

"Majority Lenders" means:

- (a) at any time while FEC is not a Lender:

- (i) if the Loan is not then outstanding, a Lender or Lenders whose Commitments then aggregate more than  $66\frac{2}{3}\%$  of the total Commitments (or, if the Commitments have been reduced to zero, aggregate more than  $66\frac{2}{3}\%$  of the total Commitments immediately prior to the reduction); or

(ii) at any other time, a Lender or Lenders whose participations in the Loan then outstanding aggregate more than 66<sup>2</sup>/<sub>3</sub>% of the Loan then outstanding; or

(b) at any time while FEC is a Lender:

(i) FEC; and

(ii) either:

(A) if the Loan is not then outstanding, a Lender or Lenders (excluding FEC) whose Commitments then aggregate more than 66<sup>2</sup>/<sub>3</sub>% of the total Commitments (excluding for this purpose any Commitment held by FEC) (or, if such total Commitments have been reduced to zero, aggregate more than 66<sup>2</sup>/<sub>3</sub>% of such Commitments immediately prior to the reduction); or

(B) at any other time, a Lender or Lenders (excluding FEC) whose participations in the Loan then outstanding aggregate more than 66<sup>2</sup>/<sub>3</sub>% of the Loan then outstanding (excluding for this purpose such portion of the Loan owed to FEC).

"Material Adverse Effect" means a material adverse effect on (a) the business, operations or financial condition of the Borrower and its Subsidiaries taken as a whole, (b) the rights and remedies of the Facility Agent or any Lender under the Loan Documents or (c) the ability of the Borrower to perform its payment Obligations under the Loan Documents to which it is a party.

"Material Guarantor" means (i) each of Celebrity Cruise Lines Inc., RCI Holdings LLC, RCL Cruise Holdings LLC and RCL Cruises Ltd (and each of their respective successors) and (ii) any other entity that becomes a First Priority Guarantor, a Second Priority Guarantor or a Third Priority Guarantor after the effectiveness of Amendment Number Two.

"Material Litigation" is defined in Section 6.7.

"Maximum Balancing Amount" means, at any time, the lesser of (a) the US Dollar equivalent of EUR160,000,000 less 80% of the Eligible German Content Amount (if any) confirmed by the Facility Agent to the Borrower in accordance with Section 2.4(a) and (b) the US Dollar equivalent of EUR160,000,000 less 5% of the aggregate Commitments of the Lenders under this Agreement.

"Minimum Liquidity Cut-off Date" is defined in Section 7.2.4(C)(a).

"Mitigation Period" is defined in Section 11.20(a).

Page 25

"Monthly Outflow" means, in respect of each monthly period, the quotient obtained by dividing:

a) the sum of (i) Total Cruise Operating Expenses (as determined in accordance with GAAP) for the Last Reported Fiscal Quarter, (ii) Marketing, Selling and Administrative Expenses (as determined in accordance with GAAP) for the Last Reported Fiscal Quarter and (iii) Interest Expense, net of Interest Capitalized (as determined in accordance with GAAP) for the Last Reported Fiscal Quarter minus (x) Interest Income (as determined in accordance with GAAP) for the Last Reported Fiscal Quarter, (y) any non-cash charges or impairments included in the calculation of Total Cruise Operating Expenses or Marketing, Selling and Administrative Expenses pursuant to sub-clause (i) or (ii) of this definition and (z) any loss on extinguishment of debt included in Interest Expenses, net of Interest Capitalized (as each such capitalized expression is defined or referenced in the financial statements of the Borrower); by

b) three,

as evidenced pursuant to the relevant certificate to be submitted by the Borrower pursuant to Section 7.1.1(m).

"Moody's" means Moody's Investors Service, Inc.

"Net Debt" means, at any time, the aggregate outstanding principal amount of all debt (including, without limitation, the principal portion of all Capital Lease Obligations) of the Borrower and its Subsidiaries (determined on a consolidated basis in accordance with GAAP) less the sum of (without duplication):

- (a) all cash on hand of the Borrower and its Subsidiaries; plus
- (b) all Cash Equivalents.

"Net Debt to Capitalisation Ratio" means, as at any date, the ratio of (a) Net Debt on such date to (b) Capitalisation on such date.

"New Capital" means the aggregate gross amount of proceeds from any capital (whether in the form of debt, equity or otherwise) raised by the Borrower or any of its Subsidiaries in one or a series of financings after January 1, 2021 (including (a) amounts borrowed (that were previously undrawn) under committed term loan facilities existing as of such date and (b) indebtedness borrowed in lieu of the committed term loan facilities described in the foregoing clause (a) if the incurrence of such indebtedness results in a reduction or termination of such commitments); provided that proceeds of any capital raise which are used substantially concurrently for (i) the purchase price of a new Vessel or (ii) repayment of existing Indebtedness (other than Indebtedness (A) maturing no later than the end of the first full calendar year following the date of such repayment or (B) under any revolving credit agreement the repayment of which is not accompanied by a corresponding permanent reduction in the related revolving credit commitments), in each case, shall not constitute New Capital.

"New Financings" means proceeds from:

Page 26

- (a) borrowed money (whether by loan or issuance and sale of debt securities), including drawings under this Agreement and any revolving credit facilities, and
- (b) the issuance and sale of equity securities.

"New Guarantor" means, with respect to any Vessel delivered after the effectiveness of Amendment Number Two, the Subsidiary of the Borrower that (a) directly owns the Equity Interests of the Principal Subsidiary that acquired such Vessel and (b) delivers an Additional Guarantee.

"New Guarantor Subordination Agreement" means a subordination agreement pursuant to which the Lenders' rights under the applicable Additional Guarantee will be fully subordinated in right of payment to the rights of the beneficiaries of the applicable Senior Guarantee, which subordination agreement shall be in a form and substance substantially the same as the other Subordination Agreements (reflecting any necessary logical and factual changes), with such changes, or otherwise in a form and substance, reasonably acceptable to the Facility Agent and the agent, trustee or other representative for such Senior Guarantee.

"New Lender" has the meaning given in Section 11.11.

"Non-Borrower Related Change in Law" means a Change in Law other than a Change in Law that (a) specifically relates to the Borrower or (b) relates to companies that are organized under the law of the jurisdiction of organisation or place of residence of the Borrower (but not to borrowers generally).

"Non-Financed Capex" means, with respect to any period, (a) the aggregate amount of purchases of property (including Vessels) and equipment by the Borrower and its Subsidiaries during such period as determined in good faith by the Borrower minus (b) the aggregate amount of committed financing available to be drawn during such period to fund any such purchases of property and equipment.

"Nordea Agreement" means the U.S.\$1,150,000,000 amended and restated credit agreement dated as of October 12, 2017, among the Borrower, as the borrower, the various financial institutions as are or shall become parties thereto and Nordea Bank AB (publ), New York Branch as administrative agent, as amended, restated, supplemented or otherwise modified from time to time.

"**NYC Allowance**" has the meaning assigned thereto in Article II.1 of the Construction Contract and, when such expression is prefaced by the word "incurred", shall mean such amount of the NYC Allowance, not exceeding EUR385,000,000 including the value of any Change Orders, as shall at the relevant time have been paid, or become payable, to the Builder by the Borrower under the Construction Contract as part of the Contract Price.

"**NYC Applicable Rate**" means the USD-to-EUR rate referred to in paragraph (b) of the definition of "US Dollar Equivalent".

"**Obligations**" means all obligations (payment or otherwise) of the Borrower arising under or in connection with this Agreement and the other Loan Documents.

"**Obligors**" means the Borrower and the Guarantors.

Page 27

"**Option Period**" is defined in Section 3.2.2(c).

"**Organic Document**" means, relative to the Borrower, its articles of incorporation (inclusive of any articles of amendment to its articles of incorporation) and its by-laws.

"**Original Lender**" means each of the financial institutions listed in Exhibit A-1 as an Original FEC Lender, Original Hermes Lender or Original Finnvera Balancing Lender.

"**Other ECA Parties**" means the facility agents acting on behalf of the creditors under any ECA Financing, whether existing on or after the effectiveness of Amendment Number Two (excluding the Facility Agent acting in any representative capacity in connection with this Agreement).

"**Other Guarantees**" means the guarantees issued, or to be issued, by any of the First Priority Guarantor, the Second Priority Guarantors, the Third Priority Guarantor or any New Guarantor in favour of any Other ECA Party; provided that any Other Guarantee issued by (a) the First Priority Guarantor shall be pari passu in right of payment with the First Priority Guarantee, (b) any Second Priority Guarantor shall be pari passu (or junior) in right of payment with the Second Priority Guarantee, (c) the Third Priority Guarantor shall be pari passu (or junior) in right of payment with the Third Priority Guarantee and (d) any New Guarantor shall be pari passu in right of payment with each Additional Guarantee issued by such New Guarantor.

"**Other Senior Parties**" means each agent, trustee or other representative in respect of Bank Indebtedness or Credit Card Obligations.

"**Pari Passu Creditor**" means with respect to any Group Member, any creditor under or in respect of any Indebtedness incurred by such Group Member (including in respect of any ECA Financing) which is not, as at December 31, 2020, secured by a Lien over a Vessel or which, at any time (whether pursuant to the operation of Section 7.1.9(d) or otherwise), shares in the same security and/or guarantee package as the Lenders.

"**Participant**" is defined in Section 11.11.2.

"**Percentage**" means, relative to any Lender and any Commitment, the percentage set forth in Exhibit A-1 or as set out in an FEC Transfer Certificate or in the applicable Lender Assignment Agreement, as such percentage may be adjusted from time to time pursuant to Section 4.9 or pursuant to Lender Assignment Agreement(s) executed by such Lender and its Assignee Lender(s) and delivered pursuant to Section 11.11.1.

"**Permitted Refinancing**" means, in respect of any Indebtedness or commitments, any amendment, restatement, extension, renewal, refinancing or replacement that does not increase the aggregate principal amount of such Indebtedness or commitments outstanding at the time of such Permitted Refinancing other than by the amount of unpaid accrued interest and premium thereon and underwriting discounts, fees, commissions and expenses associated with such amendment, restatement, supplement, refinancing or other modification.

"**Person**" means any natural person, corporation, limited liability company, partnership, firm, association, trust, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

Page 28

---

"Pledge Agreement" means the pledge agreement in respect of the Pledged Accounts substantially in the form set out in Exhibit E as amended to take into account only the changes necessary to reflect the applicable governing law (as determined by the location of the Pledged Accounts) and any other specific and reasonable requirements of the account bank with whom the Pledged Accounts are held and approved by the Facility Agent (acting on the instructions of the Majority Lenders).

"Pledged Accounts" means the EUR Pledged Account and the Dollar Pledged Account and "Pledged Account" means either of them.

"Poseidon Principles" means the financial industry framework for assessing and disclosing the climate alignment of ship finance portfolios published in June 2019 as the same may be amended or replaced to reflect changes in applicable law or regulation or the introduction of or changes to mandatory requirements of the International Maritime Organisation from time to time.

"Premium Measurement Date" means the date falling thirty (30) days prior to the Disbursement Date.

"Prepayment Event" is defined in Section 9.1.

"Principles" means the document titled "Cruise Debt Holiday Principles" and dated March 26, 2020 in the form of Exhibit I hereto which sets out certain key principles and parameters relating to, amongst other things, the temporary suspension of repayments of principal in connection with certain qualifying Loan Agreements (as defined therein) and being applicable to Hermes-covered loan agreements such as this Agreement and similar principles introduced by Finnvera and being applicable to Finnvera-covered loan agreements such as this Agreement.

"Principal Subsidiary" means any Subsidiary of the Borrower that owns a Vessel.

"Purchase Price" means, with respect to any Vessel, the book value of such Vessel at the time initially acquired by a Principal Subsidiary.

"Purchased Vessel" is defined in the preamble.

"Recovered Amount" is defined in Section 4.10.1.

"Recovering Lender" is defined Section 4.10.1.

"Redistributed Amount" is defined Section 4.10.4.

"Reference Rate" has the meaning given to it in Exhibit T.

"Register" is defined in Section 11.11.3.

"Reinvestment Rate" means a rate equal to the estimated yield in dollars on debt certificates issued by the Republic of Finland for the period referred to in Section 4.4.1(A)b as determined by FEC.

"Repayment Date" means each of the dates for payment of the repayment instalments of the Loan pursuant to Section 3.1.

---

"Restricted Credit Enhancement" means any Group Member Guarantee, Lien or other security or other similar or analogous credit support arrangement granted by a Group Member in respect of any Indebtedness of a Group Member.

"**Restricted Loan Arrangement**" means any loan or credit (including any seller's credit granted in connection with the sale of a Vessel or other assets (and providing that any such sale complies with the provisions of Section 9.1.12(c))) made available by a Group Member to any Person but excluding any such loan or credit that is provided:

- (a) to another Group Member;
- (b) to a Person in respect of which the Borrower or any Subsidiary holds Equity Interests;
- (c) in circumstances where the relevant credit is a seller's credit granted by that Group Member in the ordinary course of industry business and consistent with past practice; or
- (d) in circumstances where the relevant credit is otherwise in the ordinary course of business and/or consistent with past practice (it being agreed that any loans provided by the Group to its travel agents, vendors or customers to assist the Group during the crisis and/or recovery will be considered in the ordinary course of business) and where the aggregate amount of such credit referred to in this paragraph (d) does not exceed \$100,000,000 (or its equivalent in any other currency) at any relevant time.

provided that no Group Member shall be permitted to make or grant any new loan or other credit (or make any further advances in respect of any existing loan or other credit) of any kind to any Person at any time where an Event of Default or a Prepayment Event has occurred and is continuing. It is agreed that for the purpose of this definition "credit" shall not include any short term trade and/or operational receivables owing to a Group Member by a Person who is not a Group Member and which are created or arise in the ordinary course of business.

"**Restricted Payments**" means any dividend or other distribution (whether in cash, securities or other property (other than Equity Interests)), with respect to any Equity Interests in the Borrower, or any payment (whether in cash, securities or other property (other than Equity Interests)), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests in the Borrower.

"**Restricted Voluntary Prepayment**" means, in respect of any Indebtedness for borrowed money of any Group Member, the relevant Group Member elects to prepay, repay or redeem that Indebtedness prior to its scheduled maturity date other than:

- (a) any Indebtedness incurred (i) prior to March 1, 2020 or (ii) between March 1, 2020 and December 31, 2022 (but for this purpose excluding Indebtedness incurred pursuant to an ECA Financing) and whether pursuant to an amendment and extension of the agreements evidencing such Indebtedness and/or using proceeds raised by any Group Member in connection with any issuance of capital (whether in the form of Indebtedness for borrowed money, equity or otherwise but, in the case of any Indebtedness, subject to that Indebtedness being incurred in compliance with the carve-out provision set out in paragraph (c) of the definition of

Page 30

Debt Incurrence) or pursuant to the exercise of the equity claw feature in the Secured Note Indenture;

- (b) pursuant to a voluntary repayment under a revolving credit facility that does not result in the permanent reduction of the relevant revolving credit commitments under that revolving credit facility; and/or
- (c) where such prepayment, repayment or redemption is made solely for the purpose of avoiding an event of default or acceleration under the terms of the facility agreement in respect of the relevant Indebtedness.

and provided that in the case of each of paragraph (a) to (c) above, in no circumstances shall a Group Member apply excess cash in prepayment, repayment or redemption of any such Indebtedness under any 'cash sweep' mechanism or similar prepayment provision (and if excess cash is used in this manner in connection with any such prepayment, repayment or redemption the carve out above shall not apply).

"**S&P**" means Standard & Poor's Financial Services LLC, a wholly-owned subsidiary of The McGraw Hill Financial Inc.

"**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, or any person owned or controlled by any such Person or Persons, or (b) any Person operating or organised in a Sanctioned Country.

"Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, or (b) the United Nations Security Council, the European Union, any European Union member state or His Majesty's Treasury of the United Kingdom.

"SEC" means the United States Securities and Exchange Commission and any successor thereto.

"Second Fee" is defined in Section 11.13.

"Second Finnvera Guarantee" means, if applicable, the guarantee in relation to 95% of the Finnvera Balancing Loan issued or to be issued by Finnvera in favour of the Guarantee Holder in the form set out in Exhibit H-2.

"Second Priority Assets" means the Vessels known on the date Amendment Number Two becomes effective as or that sailed under the name (i) Azamara Quest, (ii) Azamara Pursuit, (iii) Azamara Journey, (iv) Celebrity Edge, (v) Celebrity Apex, (vi) Celebrity Flora, (vii) Celebrity Xpedition, (viii) Celebrity Xperience, (ix) Celebrity Xploration, (x) Monarch, (xi) Horizon and (xii) Sovereign (it being understood that such Vessels shall remain "Second Priority Assets" regardless of any change in name or ownership after such date).

Page 31

"Second Priority Guarantee" means the second priority guarantee granted by the Second Priority Guarantors on or prior to the Amendment Effective Date (as defined in Amendment Number Two) (and any other second priority guarantee granted by a Second Priority Holdco Subsidiary in connection with becoming a Second Priority Guarantor) in favour of the Facility Agent for the benefit of the Agents and the Lenders, in each case substantially in the form attached hereto as Exhibit L.

"Second Priority Guarantors" means RCL Cruise Holdings LLC, Torcatt Enterprises Limitada, RCL Holdings Cooperatief UA, RCL Cruises Ltd and RCL Investments Ltd (and any of their respective successors) and any other Second Priority Holdco Subsidiary that has granted or, prior to that entity becoming a Second Priority Holdco Subsidiary pursuant to a Disposal of a Second Priority Asset in accordance with Section 7.2.5(b)(iii)(A), will grant a Second Priority Guarantee.

"Second Priority Holdco Subsidiaries" means (a) RCL Cruises Ltd. or any other Subsidiaries of the Borrower that directly own all of the Equity Interests in (i) RCL TUI Cruises German Verwaltungs GmbH and (ii) RCL TUI Cruises German Holding GmbH & Co. KG and (b) one or more Subsidiaries of the Borrower that directly own any of the Equity Interests issued by any other Subsidiary of the Borrower that owns any Second Priority Asset. For the avoidance of doubt, Second Priority Holdco Subsidiaries shall not include any Principal Subsidiary.

"Second Priority Release Event" means the occurrence of any event or other circumstance that results in either (x) 80% of the aggregate principal amount of Bank Indebtedness outstanding as of the effectiveness of Amendment Number Two (being \$5,300,000,000 (and 80% of which is \$4,240,000,000)) or (y) 100% of the aggregate principal amount of Secured Note Indebtedness outstanding as of the effectiveness of Amendment Number Two (being \$3,320,000,000):

- (a) no longer remaining outstanding (whether as a result of repayment, redemption or otherwise (but excluding in connection with any enforcement action taken by the relevant creditors in respect of that Indebtedness)); and
- (b) not having been refinanced (whether initially or through subsequent refinancings) with Indebtedness that is (i) secured by a Lien or (ii) incurred or guaranteed by any one or more Subsidiaries of the Borrower.

and which, in the case of (y) above, has resulted in the release of (or will result in the substantially simultaneous release of) each guarantee granted by the Second Priority Guarantors in respect of the Bank Indebtedness.

Notwithstanding the foregoing, a Second Priority Release Event shall in no case occur if the Borrower has failed to pay any Indebtedness that is outstanding under any ECA Financing (including this Agreement) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise). For the avoidance of doubt, if a Second Priority Release Event would have occurred but for the continuance of the payment default described above, then a Second Priority Release Event will occur immediately upon that payment default being remedied.

"Secured Note Indebtedness" means the Borrower's Indebtedness under the Secured Note Indenture.

Page 32

"Secured Note Indenture" means that certain Indenture, dated as of May 19, 2020 (as amended, supplemented, extended, refinanced, replaced and/or otherwise modified from time to time), in respect of the \$1,000,000,000 10.875% senior secured notes due 2023 and \$2,320,000,000 11.50% senior secured notes due 2025, by and among the Borrower, as issuer, the guarantors party thereto from time to time, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee and as security agent.

"Senior Debt Rating" means, as of any date, (a) the implied senior debt rating of the Borrower for debt pari passu in right of payment and in right of collateral security with the Obligations as given by Moody's and S&P or (b) in the event the Borrower receives an actual unsecured senior debt rating (apart from an implied rating) from Moody's and/or S&P, such actual rating or ratings, as the case may be (and in such case the Senior Debt Rating shall not be determined by reference to any implied senior debt rating from either agency). For purposes of the foregoing, (i) if only one of S&P and Moody's shall have in effect a Senior Debt Rating, the Finnvera Premium or Finnvera Balancing Premium, as applicable, shall be determined by reference to the available rating; (ii) if neither S&P nor Moody's shall have in effect a Senior Debt Rating, the Finnvera Premium or Finnvera Balancing Premium, as applicable, will be set in accordance with Level 4 of the relevant Pricing Grid, unless (A) the Borrower has obtained from at least one of such agencies a private implied rating for its senior debt as of the Premium Measurement Date or (B) having failed to obtain such private rating as of the Premium Measurement Date, the Borrower and Finnvera shall have agreed within 10-days of the Premium Measurement Date on an alternative rating method, which agreed alternative shall apply for the purposes of this Agreement; (iii) if the ratings established by S&P and Moody's shall fall within different levels, the Applicable Premium Rate shall be based upon the higher rating unless such ratings differ by two or more levels, in which case the applicable level will be deemed to be one level below the higher of such levels; and (iv) if S&P or Moody's shall change the basis on which ratings are established, each reference to the Senior Debt Rating announced by S&P or Moody's, as the case may be, shall refer to the then equivalent rating by S&P or Moody's, as the case may be.

"Senior Guarantee" means any guarantee by a New Guarantor of Indebtedness incurred by the Borrower or any of its Subsidiaries after the effectiveness of Amendment Number Two; provided that the aggregate principal amount of Indebtedness guaranteed under any Senior Guarantee shall in no case exceed 10.0% of the Purchase Price of the relevant Vessel owned by the Principal Subsidiary of such New Guarantor that acquired such Vessel.

"Senior Parties" means each agent, trustee or other representative in respect of Unsecured Note Indebtedness or DDTL Indebtedness.

"Seventh Amendment Upsize Commitment" means, in respect of each relevant Original Lender, the amount set opposite its name in Exhibit A-1 under the heading "Seventh Amendment Upsize Commitments".

"Sharing Lenders" is defined in Section 4.10.2.

"Sharing Payment" is defined in Section 4.10.1.

"Statement of Compliance" means a Statement of Compliance related to fuel oil consumption pursuant to regulations 6.6 and 6.7 of Annex VI.

"Stockholders' Equity" means, as at any date, the Borrower's stockholders' equity on such date, excluding Accumulated Other Comprehensive Income (Loss), determined



in accordance with GAAP and which shall, for the purposes of determining the level of Stockholders' Equity for the purposes of assessing compliance with the financial covenant contained in Section 7.2.4:

- 1) for the Fiscal Quarter ended March 31, 2023 (or, if later, the last full Fiscal Quarter to end prior to the 4.25% Maturity Date), also include the 4.25% Converted Debt in the amount of \$1,150,000,000 as reduced by (i) the value of the 4.25% Converted Debt that the Borrower has elected to settle in cash (rather than equity) in accordance with section 14.02 of the 4.25% Convertible Notes Indenture and (ii) the value of any new equity the Borrower issues in order to settle in equity that 4.25% Converted Debt obligation;
- 2) for the Fiscal Quarter ended September 30, 2023 (or, if later, the last full Fiscal Quarter to end prior to the 2.875% Maturity Date), also include the 2.875% Converted Debt in the amount of \$575,000,000 as reduced by (i) the value of the 2.875% Converted Debt that the Borrower has elected to settle in cash (rather than equity) in accordance with section 14.02 of the 2.875% Convertible Notes Indenture and (ii) the value of any new equity the Borrower issues in order to settle in equity that 2.875% Converted Debt obligation; and
- 3) for all periods starting after September 30, 2022, the outstanding amount of the 4.25% Converted Debt and 2.875% Converted Debt (as applicable) will be accounted for as equity (and, in the case of the 4.25% Converted Debt for the Fiscal Quarter ended March 31, 2023 (or, if later, the last full Fiscal Quarter to end prior to the 4.25% Maturity Date), in accordance with calculations set out in paragraph 1) above and, in the case of the 2.875% Converted Debt for the Fiscal Quarter ended September 30, 2023 (or, if later, the last full Fiscal Quarter to end prior to the 2.875% Maturity Date), in accordance with calculations set out in paragraph 2)) and accordingly shall be added to Stockholders' Equity; provided that, on and after (x) the 4.25% Maturity Date, only such part of the 4.25% Converted Debt as has actually been converted into equity securities and (y) the 2.875 % Maturity Date, only such part of the 2.875% Converted Debt as has actually been converted into equity securities, shall, in each case, be added to Stockholders' Equity.

provided that:

- a) any non-cash charge to Stockholders' Equity resulting (directly or indirectly) from a change after the Effective Date in GAAP or in the interpretation thereof shall be disregarded in the computation of Stockholders' Equity such that the amount of any reduction thereof resulting from such change shall be added back to Stockholders' Equity;
- b) any non-cash write-off to Stockholders' Equity with respect to the Fiscal Year ended December 31, 2020 shall be disregarded in the computation of Stockholders' Equity such that the amount of any reduction thereof resulting from such write-offs shall be added back to Stockholders' Equity;
- c) any non-cash write-off to Stockholders' Equity with respect to the Fiscal Year ended December 31, 2021 or December 31, 2022 (excluding any

such write-offs to goodwill with respect to either such Fiscal Year) shall be disregarded in the computation of Stockholders' Equity such that the amount of any reduction thereof resulting from such write-off shall be added back to Stockholders' Equity; provided that the aggregate amount of such write-offs added back to Stockholders' Equity pursuant to this clause c) shall not exceed the greater of (i)

10.0% of the total assets of the Borrower and its Subsidiaries taken as a whole as determined in accordance with GAAP as at the last day of the most recently ended Fiscal Quarter and (ii) \$3,000,000,000;

- d) any non-cash write-off to such part of the Borrower's goodwill as existed on the Borrower's balance sheet as of December 31, 2020 (namely \$809,480,000) in respect of the Fiscal Years ended December 31, 2021, December 31, 2022, December 31, 2023 and December 31, 2024, shall be disregarded in the computation of Stockholders' Equity such that the amount of any reduction thereof resulting from such write-offs shall be added back to Stockholders' Equity;
- e) the impact, as determined in accordance with GAAP, on the computation of Stockholders' Equity of one-time expenses (including, without limitation, prepayment penalties) related to the refinancing of secured or guaranteed Debt Incurrence in respect of the Fiscal Quarters commencing on and from March 31, 2020 shall be disregarded in the computation of Stockholders' Equity such that the amount of any reduction thereof resulting from such expenses shall be added back to Stockholders' Equity; and f) "net loss attributable to Royal Caribbean Cruises Ltd." (but excluding any net loss associated with an impairment or write-off added back pursuant to clause b), clause c), clause d) or clause e) above), determined in accordance with GAAP as shown in the Borrower's consolidated statement of comprehensive (loss) income, attributable to the Fiscal Years ending December 31, 2021 and December 31, 2022 shall be added back to Stockholders' Equity; provided that the aggregate amount added back to Stockholders' Equity pursuant to clause c) above and this clause f) shall not exceed \$4,500,000,000.

and provided further that unless the Borrower, the Facility Agent, the Finnvera Agent (acting upon the instructions of Finnvera) and the Hermes Agent (acting upon the instructions of Hermes) have agreed otherwise in writing:

- (i) if, by no later than the date (the "Add Back End Date") falling 30 days after the end of the Fiscal Quarter ending June 30, 2025, each of Hermes and Finnvera has issued its written consent (the "Add Back Transition Consent") to the arrangements set out below, the aggregate amount of the add backs made pursuant to paragraphs b) to f) above shall automatically be reduced successively by 25 per cent of such aggregate amount in the last Fiscal Quarter of each of the four (4) Fiscal Years commencing January 1, 2025 so as to reduce to zero any such add backs by, and in the assessment of, the Fiscal Year ended December 31, 2028; and
- (ii) if Hermes or Finnvera have not issued the Add Back Transition Consent by the Add Back End Date, with effect from the Add Back End Date the add

Page 35

backs set out in paragraphs b) to f) above shall be removed and accordingly the add backs set out in paragraphs b) to f) above shall be reduced to zero for the purposes of, and in the assessment of, the Fiscal Quarter ending September 30, 2025, and any Fiscal Quarter and Fiscal Year occurring thereafter.

For the avoidance of doubt:

- (A) no item added back to Stockholders' Equity pursuant to paragraphs b) to f) above shall be added back pursuant to any other clause, section or paragraph of this Agreement. For the purposes of paragraphs (i) and (ii) above, where each of Hermes and Finnvera issues the Add Back Transition Consent the Hermes Agent and the Finnvera Agent shall communicate such consent of Hermes and Finnvera respectively promptly to the other parties to this Agreement; and
- (B) for the purposes of this Agreement, and notwithstanding any amendment, supplement or other modification to the 4.25% Convertible Notes Indenture or the 2.875% Convertible Notes Indenture the maximum amount of 4.25% Converted Debt and 2.875% Converted Debt shall, subject to the reductions referred to in paragraphs 1) and 2) above, at no time exceed \$1,150,000,000 and \$575,000,000 (respectively).

"Subordination Agreement" means any subordination agreement with respect to the Second Priority Guarantee or the Third Priority Guarantee executed by the Facility Agent and any of the Senior Parties or Other Senior Parties.

"Subsidiary" means, with respect to any Person, any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned by such Person, by such Person and one or more other Subsidiaries of such Person, or by one or more other Subsidiaries of such Person.

"Third Priority Assets" means the Vessels known on the date Amendment Number Two becomes effective as (i) Symphony of the Seas, (ii) Oasis of the Seas, (iii) Harmony of the Seas, (iv) Spectrum of the Seas, (v) Quantum of the Seas, (vi) Ovation of the Seas and (vii) Anthem of the Seas (it being understood that such Vessels shall remain "Third Priority Assets" regardless of any change in name or ownership after the such date).

"Third Priority Guarantee" means the third priority guarantee granted by RCI Holdings LLC on or prior to the Amendment Effective Date (as defined in Amendment Number Two) (and any other third priority guarantee granted by a Third Priority Holdco Subsidiary in connection with becoming a Third Priority Guarantor) in favour of the Facility Agent for the benefit of the Agents and the Lenders, in each case substantially in the form attached hereto as Exhibit M.

"Third Priority Guarantor" means RCI Holdings LLC (and any of its successors) and any other Third Priority Holdco Subsidiary that has granted or, prior to that entity

Page 36

becoming a Third Priority Holdco Subsidiary pursuant to a Disposal of a Third Priority Asset in accordance with Section 7.2.5(c)(iii)(A), will grant a Third Priority Guarantee.

"Third Priority Holdco Subsidiaries" means one or more Subsidiaries of the Borrower that directly own any of the Equity Interests issued by any other Subsidiary of the Borrower that owns any Third Priority Asset.

"Third Priority Release Event" means the occurrence of any event or other circumstance that results in either (x) 80% of the aggregate principal amount of Bank Indebtedness outstanding as of the effectiveness of Amendment Number Two (being \$5,300,000,000 (and 80% of which is \$4,240,000,000)) or (y) 100% of the aggregate principal amount of Unsecured Note Indebtedness and the DDTL Indebtedness outstanding as of the effectiveness of Amendment Number Two (being, in aggregate, \$1,700,000,000):

- (a) no longer remaining outstanding (whether as a result of repayment, redemption or otherwise (but excluding in connection with any enforcement action taken by the relevant creditors in respect of that Indebtedness)); and
- (b) not having been refinanced (whether initially or through subsequent refinancings) with Indebtedness that is (i) secured by a Lien or (ii) incurred or guaranteed by any one or more Subsidiaries of the Borrower.

and which, in the case of (y) above, has resulted in the release of (or will result in the substantially simultaneous release of) each guarantee granted by the Third Priority Guarantor in respect of the Unsecured Note Indebtedness, the DDTL Indebtedness and the Bank Indebtedness.

Notwithstanding the foregoing, a Third Priority Release Event shall in no case occur if the Borrower has failed to pay any Indebtedness that is outstanding under any ECA Financing (including this Agreement) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise). For the avoidance of doubt, if a Third Priority Release Event would have occurred but for the continuance of the payment default described above, then a Third Priority Release Event will occur immediately upon that payment default being remedied.

"Transfer Certificate" means a certificate substantially in the form of Exhibit F-2 or any other form agreed between the Facility Agent and the Borrower.

"Transferee Lender" has the meaning given to it in Section 11.11.1 (A).

"Transferring Lender" has the meaning given to it in the FEC Supplemental Assignment Agreement.

"Unsecured Note Indebtedness" means the Borrower's Indebtedness under the Unsecured Note Indenture.

"Unsecured Note Indenture" means that certain Indenture, dated as of June 9, 2020 (as amended, supplemented, extended, refinanced, replaced and/or otherwise modified from time to time) in respect of the \$1,000,000,000 9.125% senior notes due 2023, by and among the Borrower, as issuer, the guarantor party thereto, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as trustee.

Page 37

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act 2001, as amended.

"US Dollar Equivalent" means:

- (a) for all EUR amounts payable in respect of the Contract Price (excluding the portion thereof comprising the NYC Allowance), the total of such EUR amounts converted to a corresponding Dollar amount as determined using the weighted average rate of exchange that the Borrower has agreed, either in the spot or forward currency markets, to pay its counterparties for the purchase of the relevant amounts of EUR with Dollars for the payment of the instalments of the Contract Price (including the final instalment payable on the Actual Delivery Date) and including in such weighted average the spot rates for any EUR amounts due that have not been hedged by the Borrower (the "Weighted Average Rate");
- (b) for all EUR amounts payable in respect of the NYC Allowance, the total of such EUR amounts converted to a corresponding Dollar amount as determined using the USD-to-EUR rate used by the Borrower to convert the relevant USD amount of the amount of the NYC Allowance into EUR for the purpose of the Builder invoicing the same to the Borrower in EUR in accordance with the Construction Contract; and
- (c) for the calculation and payment of the Hermes Fee in Dollars, the amount thereof in EUR converted to a corresponding Dollar amount as determined by Hermes on the basis of the latest rate for the purchase of EUR with Dollars to be published by the German Federal Ministry of Finance prior to the time that Hermes issues its invoice for the Hermes Fee.

Such rate of exchange under (a) above (whether forward or spot) shall be evidenced by foreign exchange counterparty confirmations. The US Dollar Maximum Loan Amount under (a) above shall be calculated by the Borrower in consultation with the Facility Agent no less than ten (10) Business Days prior to the service of the Loan Request. Such rate of exchange under (b) above shall be evidenced by the production prior to the Disbursement Date of the invoice from the Borrower to the Builder in respect of the NYC Allowance, which invoice shall contain the USD/EUR exchange rate used for determining the EUR amount of the NYC Allowance. The US Dollar Equivalent amount of the Hermes Fee shall be calculated by Hermes and notified by the Facility Agent in writing to the Borrower as soon as practicable after Hermes issues its invoice therefor.

"US Dollar Maximum Loan Amount" is defined in the preamble.

"US Tax Obligor" means the Borrower, to the extent that it is resident for tax purposes in the U.S.

"US Government Securities Business Day" has the meaning given to it in Exhibit T.

"United States" or "U.S." means the United States of America, its fifty States and the District of Columbia.

"Vessel" means a passenger cruise vessel owned by a Group Member.

Page 38

"Weighted Average Rate" has the meaning given to it in paragraph (a) of the definition of the term "US Dollar Equivalent".

#### Use of Defined Terms

Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in this Agreement shall, when capitalised, have such meanings when used in the Loan Request and each notice and other communication delivered from time to time in connection with this Agreement or any other Loan Document.

#### Cross-References

Unless otherwise specified, references in this Agreement and in each other Loan Document to any Article or Section are references to such Article or Section of this Agreement or such other Loan Document, as the case may be, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition.

#### Accounting and Financial Determinations

Unless otherwise specified, all accounting terms used herein or in any other Loan Document shall be interpreted, all accounting determinations and computations hereunder or thereunder (including under Section 7.2.4) shall be made, and all financial statements required to be delivered hereunder or thereunder shall be prepared, in accordance with United States generally accepted accounting principles ("GAAP") consistently applied (or, if not consistently applied, accompanied by details of the inconsistencies); provided that if the Borrower elects to apply or is required to apply International Financial Reporting Standards ("IFRS") accounting principles in lieu of GAAP, upon any such election and notice to the Facility Agent, references herein to GAAP shall thereafter be construed to mean IFRS (except as otherwise provided in this Agreement); provided further that if, as a result of (i) any change in GAAP or IFRS or in the interpretation thereof or (ii) the application by the Borrower of IFRS in lieu of GAAP, in each case, after the date of the first set of financial statements provided to the Facility Agent hereunder, there is a change in the manner of determining any of the items referred to herein or therein that are to be determined by reference to GAAP, and the effect of such change would (in the reasonable opinion of the Borrower or the Facility Agent) be such as to affect the basis or efficacy of the financial covenants contained in Section 7.2.4 in ascertaining the consolidated financial condition of the Borrower and its Subsidiaries and the Borrower notifies the Facility Agent that the Borrower requests an amendment to any provision hereof to eliminate such change occurring after the date hereof in GAAP or the application thereof on the operation of such provision (or if the Facility Agent notifies the Borrower that the Majority Lenders request an amendment to any provision hereof for such purpose), then such item shall for the purposes of Section 7.2.4 continue to be determined in accordance with GAAP relating thereto as if GAAP were applied immediately prior to such change in GAAP or in the interpretation thereof until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding the foregoing, all obligations of any person that are or would be characterized as operating lease obligations in accordance with GAAP on the Amendment Number One Closing Date (whether or not such operating lease obligations were in effect on such date) shall continue to be accounted for as operating lease obligations for the purposes of this Agreement regardless of any change in GAAP following the Amendment Number One Closing Date that would otherwise require such obligations to be recharacterized (on a prospective or retroactive basis or otherwise) as capital leases.

#### Contractual Recognition of Bail-In

Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the parties to this Agreement, each such party acknowledges and accepts that any liability of any party to this Agreement to any other party to this Agreement under or in connection with the Loan Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):

- (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

In this Section 1.5:

"Article 55 BRRD" means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"Bail-In Action" means the exercise of any Write-down and Conversion Powers.

"Bail-In Legislation" means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to any state other than such an EEA Member Country and the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and
- (c) in relation to the United Kingdom, the UK Bail-In Legislation.

"EEA Member Country" means any Member State of the European Union, Iceland, Liechtenstein and Norway.

"EU Bail-In Legislation Schedule" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"Resolution Authority" means any body which has authority to exercise any Write-down and Conversion Powers.

Page 40

"UK Bail-In Legislation" means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

"Write-down and Conversion Powers" means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such

contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation; and

(c) in relation to the UK Bail-In Legislation, any powers under the UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under the UK Bail-In Legislation that are related to or ancillary to any of those powers.

#### Construction of certain provisions relating to the Floating Rate Loan

(a) A Lender's "cost of funds" in relation to its participation in the Floating Rate Loan (or any part of it) is a reference to the average cost (determined either on an actual or a notional basis) which that Lender would incur if it were to fund, from whatever source(s) it may reasonably select, an amount equal to the amount of that participation in the Floating Rate Loan or that part of it

Page 41

for a period equal in length to the Interest Period of the Floating Rate Loan or that part of it.

(b) A reference in this Agreement (including Exhibit T) to a page or screen of an information service displaying a rate shall include:

- i. any replacement page of that information service which displays that rate; and ii. the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Facility Agent after consultation with the Borrower.

(c) Any Compounded Reference Rate Supplement overrides anything in:

- i. Schedule 1 to Exhibit T; or ii. any earlier Compounded Reference Rate Supplement.

(d) A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:

- i. Schedule 2 or Schedule 3 (as applicable) to Exhibit T; and ii. any earlier Compounding Methodology Supplement.

## ARTICLE II

### COMMITMENTS AND BORROWING PROCEDURES

#### Commitment

On the terms and subject to the conditions of this Agreement (including Article V), each Lender severally agrees to make its portion of the Loan pursuant to its Commitment described in this Section 2.1. No Lender's obligation to make its portion of the Loan shall be affected by any other Lender's failure to make its portion of the Loan.

#### SECTION 2.1.1. Commitment of FEC Lenders.

On the Disbursement Date, each FEC Lender will make available to the Borrower (i) a loan in a maximum amount up to but not exceeding such FEC Lender's FEC Tranche A Commitment and (ii) a loan in a maximum amount up to but not exceeding such FEC Lender's FEC Tranche B Commitment.

#### SECTION 2.1.2. Commitment of Hermes Lenders.

On the Disbursement Date, each Hermes Lender will make available to the Borrower a loan in a maximum amount up to but not exceeding such Hermes Lender's Hermes Commitment.

Page 42

#### SECTION 2.1.3. Commitment of Finnvera Balancing Lenders.

On the Disbursement Date, if applicable, each Finnvera Balancing Lender will make available to the Borrower a loan in a maximum amount up to but not exceeding such Finnvera Balancing Lender's Finnvera Balancing Commitment.

#### SECTION 2.1.4. Commitment Termination Date.

Each Lender's Commitment shall terminate on the earlier of (i) the Commitment Termination Date if the Purchased Vessel is not delivered to the Borrower prior to such date and (ii) the Actual Delivery Date.

#### SECTION 2.1.5. Defaulting Lender.

If any Lender shall default in its obligations under Section 2.1, the Facility Agent shall, at the request of the Borrower, use reasonable efforts to assist the Borrower in finding a bank or financial institution acceptable to the Borrower to replace such Lender.

#### SECTION 2.1.6. Reductions, increases and cancellations.

Unless expressly provided to the contrary:

- (a) any reduction, or cancellation of the FEC Tranche A Commitment shall adjust, reduce or cancel (as applicable) each FEC Lender's respective FEC Tranche A Commitment *pro rata* according to the amount of its respective FEC Tranche A Commitment immediately prior to such adjustment, reduction or cancellation;
- (b) any reduction or cancellation of the FEC Tranche B Commitment shall adjust, reduce, increase or cancel (as applicable) each FEC Lender's respective FEC Tranche B Commitment *pro rata* according to the amount of its respective FEC Tranche B Commitment immediately prior to such adjustment, reduction or cancellation, provided that to the extent that the FEC Tranche B Loan is not utilised in full, the FEC Tranche B Commitments shall be reduced on a *pro rata* basis between (i) the Fifth Amendment Upsize Commitment and the FEC Tranche B Loan (excluding the Seventh Amendment Upsize Commitment) on the one hand and (ii) the Seventh Amendment Upsize Commitment on the other hand, with such reduction then being applied *pro rata* to each FEC Lender's respective FEC Tranche B Commitment thereunder;
- (c) any reduction or cancellation of the Hermes Commitment shall reduce or cancel (as applicable) each Hermes Lender's Hermes Commitment *pro rata* according to the amount of its respective Hermes Commitment immediately prior to such reduction or cancellation; and
- (d) any increase, reduction or cancellation of Finnvera Balancing Commitment shall adjust, reduce or cancel (as applicable) each Finnvera Balancing Lender's Finnvera Balancing Commitment *pro rata* according to the amount of its respective Finnvera Balancing Commitment immediately prior to such adjustment, reduction or cancellation.

Page 43



#### Voluntary Reduction of Commitments

- (a) The Borrower may at any time prior to the date of a Loan Request terminate, or from time to time partially reduce, the Commitments upon written notice to the Facility Agent setting forth the total amount of the reduction in Commitments (the "Reduction Notice"); provided that any such reduction shall be applied (i) pro rata among the FEC Commitment Amount, the Hermes Commitment Amount and the Finnvera Balancing Commitment Amount determined immediately prior to giving effect to such reduction and provided that any such reduction shall not result in the Hermes Commitment at any time being less than 5% of the amount of the total Commitments, (ii) as between the FEC Tranche A Commitment Amount and the FEC Tranche B Commitment Amount, as directed by the Borrower in the Reduction Notice and (iii) as among each FEC Lender holding an FEC Tranche A Commitment, pro rata according to the amount of its respective FEC Tranche A Commitment immediately prior to giving effect to such reduction, (iv) as among each FEC Lender holding an FEC Tranche B Commitment, pro rata according to the amount of its respective FEC Tranche B Commitment immediately prior to giving effect to such reduction, (v) as among each Hermes Lender holding a Hermes Commitment, pro rata according to the amount of its respective Hermes Commitment immediately prior to giving effect to such reduction and (vi) as among each Finnvera Balancing Lender holding a Finnvera Balancing Commitment, pro rata according to the amount of its respective Finnvera Balancing Commitment immediately prior to giving effect to such reduction. The requested reduction shall be effective two Business Days after the date of delivery of the Reduction Notice to the Facility Agent.
- (b) Except as provided in Sections 2.2(c) and 2.2(d) below, each voluntary reduction in Commitments pursuant to this Section 2.2 shall be without premium or penalty.
- (c) If, during the period commencing on the Effective Date and ending on the Disbursement Date, the Borrower howsoever reduces the FEC Tranche A Commitment Amount to less than the US Dollar equivalent of EUR1,018,794,290, the Borrower shall pay such Break Costs as required by, and in accordance with, Section 4.4.
- (d) Where the Commitments are terminated or reduced pursuant to this Section 2.2, the Borrower shall pay to the Facility Agent and the Lenders any fees and commissions that have accrued to but excluding the date of termination or partial reduction (but, in the case of a partial reduction of Commitments, only in respect of the amount of the partial reduction). Any such payment shall be made on the second (2nd) Business Day following receipt by the Borrower of an invoice setting forth the accrued fees and commissions so payable.
- (e) To the extent that the FEC Tranche B Loan is not utilised in full, the FEC Tranche B Commitments shall be reduced on a pro rata basis between (i) the Fifth Amendment Upsize Commitment and the FEC Tranche B Loan (excluding the Seventh Amendment Upsize Commitment) on the one hand and (ii) the Seventh Amendment Upsize Commitment on the other hand.

Page 44

#### Notification of Hermes Documentary Requirements

- (a) Promptly following its receipt of the Hermes Insurance Policy, the Facility Agent shall notify the Borrower in writing (with a copy to the Builder) of the documentary requirements specified by Hermes in the letter from Hermes and the letter from Hermes to the Hermes Agent detailing the Hermes Documentary Requirements (as defined below) in order for the Hermes Insurance Policy to become effective in relation to any specified German Construction Contract Component from time to time (the "Hermes Documentary Requirements").
- (b) The Hermes Documentary Requirements as notified by the Facility Agent to the Borrower pursuant to Section 2.3(a) shall constitute the definitive list of documents which are to be delivered to the Facility Agent pursuant to Section 5.1.6(d).

#### Adjustment of Hermes Commitment Amount and Finnvera Balancing Commitment Amount

- (a) The Finnvera Balancing Commitment Amount may be increased from zero to an amount up to but not exceeding the aggregate of the Maximum Balancing Amount and the Finnvera Balancing Premium subject to and in accordance with this Section 2.4 only. In order to determine the Maximum Balancing Amount, from time to time, the Facility Agent shall request the Builder (up to 4 weeks before each German Content Review Date) to (a) confirm to the Facility Agent and the Borrower in writing the amount of the Actual German Content Component which is known or confirmed at that time and that part of such Actual German Content Component (if any) for which the Hermes Documentary Requirements can be satisfied and (b) provide copies of all the Hermes Documentary Requirements which are then available for any or all of the confirmed Actual German Content Component. On each German Content Review Date the Maximum Balancing Amount shall reduce by the Eligible German Content Amount which is confirmed at that time provided that the Facility Agent has received from the Builder (in satisfactory form) the relevant Hermes Documentary Requirements for such Eligible German Content Amount. Following each German Content Review Date the Facility Agent shall calculate and confirm to the Borrower in writing the Maximum Balancing Amount then available in accordance with this Agreement which amount cannot be increased following each such confirmation.
- (b) At any time up to the Final German Content Notice Date, the Borrower may, by written notice to the Facility Agent (the "Final German Content Notice"), elect without premium or penalty to re-allocate a portion of the Hermes Commitment Amount to the Finnvera Balancing Commitment Amount in the event the German Construction Contract Component at such time is expected to be less than EUR200,000,000 and/or there are any elements of the German Construction Contract Component for which the Hermes Documentary Requirements have not been satisfied (and are unlikely to be satisfied by the Final German Content Notice Date (or such later date in advance of the Contractual Delivery Date as the Borrower may agree with the Builder and the Facility Agent)). Any such written notice shall be accompanied by a letter from the Builder regarding the then Actual German Content Component and the then current status of the Hermes Documentary

Requirements. The amount that may be re-allocated pursuant to this Section 2.4(b) shall not exceed (a) 80% of the difference between EUR200,000,000 and the Eligible German Content Amount or (b) the Maximum Balancing Amount then available plus the Finnvera Balancing Premium provided that in each case, the Hermes Commitment Amount shall at all times be equal to or greater than 5% of the aggregate Commitments of the Lenders under this Agreement.

- (c) It is agreed that any partial deficiency in the fulfilment of the Hermes Documentary Requirements relating to a part of the German Construction Contract Component shall not affect the validity of the Hermes Insurance Policy in relation to the remaining German Construction Contract Component and shall not affect the Borrower's right to draw such portion of the Hermes Commitment Amount upon the terms of this Agreement in relation to all those elements of the German Construction Contract Component for which the Hermes Documentary Requirements have been met.
- (d) In the circumstances set forth in this Section 2.4 only, the Finnvera Balancing Commitment Amount (including any amount specified in Section 2.4(b)) shall be available to the Borrower under the terms of this Agreement.
- (e) Section 2.1.6 shall apply to any adjustment of the Hermes Commitment Amount and/or the Finnvera Balancing Commitment Amount under this Section 2.4.
- (f) In the event the Facility Agent has not received the Final German Content Notice by the Final German Content Notice Date or, if as of such Final German Content Notice Date, the Facility Agent has received written notice from the Borrower (accompanied by a letter from the Builder) indicating that the German Construction Contract Component is equal to or greater than EUR200,000,000 and that all Hermes Documentary Requirements can be met in relation to the German Construction Component, then the Finnvera Balancing Commitment will be automatically cancelled without premium or penalty and will not be available for drawing.

#### Borrowing Procedure

(a) The Borrower shall deliver a Loan Request and the documents required to be delivered pursuant to Section 5.1.1(a) to the Facility Agent on or before 10:00 a.m., London time, not more than fifteen (15) or less than eight (8) Business Days in advance of the Disbursement Date, the Disbursement Date being two (2) Business Days prior to the Expected Delivery Date (the "Loan Request Date"). The Loan Request shall indicate the amount of each of the FEC Tranche A Loan, FEC Tranche B Loan, Hermes Loan and Finnvera Balancing Loan that the Borrower, in its discretion, elects to draw hereunder provided that:

i. the aggregate amount of FEC Tranche A Loan shall not exceed the FEC Tranche A Commitment Amount as of the Loan Request Date;

Page 46

ii. the aggregate amount of FEC Tranche B Loan shall not exceed the FEC Tranche B Commitment Amount as of the Loan Request Date;

iii. the aggregate amount of Hermes Loan shall not exceed the Hermes Commitment Amount as of the Loan Request Date and shall not be less than 5% of the aggregate amount of the Loan;

iv. the aggregate amount of Finnvera Balancing Loan shall not exceed the Finnvera Balancing Commitment Amount as of the Loan Request Date; and v. the aggregate amount of the Loan shall not exceed the US Dollar Maximum Loan Amount.

(b) The Facility Agent shall, no later than 11:00 a.m., London time, eight (8) Business Days prior to the Disbursement Date, notify each Lender of any Loan Request by forwarding a copy thereof to each Lender, together with its attachments. On the terms and subject to the conditions of this Agreement, the Loan shall be made on the date specified in such Loan Request provided that it is a Business Day. On or before 2:00 p.m., London time, on the Business Day specified in such Loan Request, each Lender shall, without any set-off or counterclaim, deposit with the Facility Agent same day Dollar funds in an amount equal to such Lender's Percentage of each of the FEC Tranche A Loan, FEC Tranche B Loan, Hermes Loan and, if applicable, Finnvera Balancing Loan requested by such Loan Request. Such deposit will be made to an account which the Facility Agent shall specify from time to time by notice to the Lenders. To the extent funds are so received from the Lenders, the Facility Agent shall, without any set-off or counterclaim, make such funds available to the Borrower on the Business Day specified in the Loan Request by wire transfer of same day funds to the account or accounts the Borrower shall have specified in its Loan Request.

(c) The Borrower shall be entitled, upon receipt of the Dollar funds into the account referred to in Section 2.5(b) above, (i) to complete the purchase of EUR with its counterparties or otherwise as set out in the Loan Request (by authorising and instructing the Facility Agent to remit the necessary Dollar funds to the said counterparties) and shall procure the payment of all EUR proceeds of such transactions to the EUR Pledged Account no later than the Business Day immediately following the Business Day specified in the Loan Request and (ii) to the extent of any such Dollar funds as shall not be used to purchase EUR, shall procure (by authorising and instructing the Facility Agent accordingly) the payment of such Dollar funds to the Dollar Pledged Account on the Disbursement Date.

(d) The Facility Agent shall direct that moneys standing to the credit of the Pledged Accounts shall, in the manner set out in the Loan Request and in accordance with the requirements and provisions of the Pledge Agreement, be disbursed as follows on the dates specified below:

(i) on the Actual Delivery Date, in EUR, to the account of the Builder, as designated by the Builder and identified by the Borrower in the Loan Request, to the extent necessary to meet the final instalment of the Contract Price (including any portion thereof attributable to

Page 47

the NYC Allowance) provided that the Hermes Loan shall only finance up to the lesser of EUR160,000,000 and 80% of the German Construction Contract Component, with the FEC Tranche A Loan, FEC Tranche B Loan and, if applicable, Finnvera Balancing Loan financing the balance of the final instalment.

- (ii) on the Disbursement Date, in Dollars to Finnvera in payment of (a) the Finnvera Premium; and (b) if applicable, the Finnvera Balancing Premium provided that the relevant portion of the FEC Tranche A Loan and/or the FEC Tranche B Loan shall only finance the Finnvera Premium and, if applicable, the relevant portion of the Finnvera Balancing Loan shall only finance the Finnvera Balancing Premium; and
- (iii) on the Actual Delivery Date, in Dollars (based on the spot rate of exchange specified in the invoice issued by Hermes prior to the Actual Delivery Date) (a) to Hermes in payment of the Second Fee; and (b) to the account of the Borrower, as designated by the Borrower and identified by the Borrower in the Loan Request, in reimbursement of the First Fee and in respect of any additional amounts standing to the Dollar Pledged Account as of the date of such disbursement provided that the relevant portion of the Hermes Loan shall only finance payment of such First Fee and Second Fee.

#### Funding

Each Lender may, if it so elects, fulfil its obligation to make or continue its portion of the Loan hereunder by causing a branch or Affiliate (or an international banking facility created by such Lender) other than that indicated next to its signature to this Agreement or, as the case may be, in the relevant Transfer Certificate or Lender Assignment Agreement, to make or maintain such portion of the Loan; provided that such portion of the Loan shall nonetheless be deemed to have been made and to be held by such Lender, and the obligation of the Borrower to repay such portion of the Loan shall nevertheless be to such Lender for the account of such foreign branch, Affiliate or international banking facility; provided, further, that the Borrower shall not be required to pay any amount under Clause 6 of Exhibit T or Sections 4.3, 4.4, 4.5 and 4.6 that is greater than the amount which it would have been required to pay had the Lender not caused such branch or Affiliate (or international banking facility) to make or maintain such portion of the Loan.

#### ARTICLE III

##### REPAYMENTS, PREPAYMENTS, INTEREST AND FEES

##### Repayments and prepayment consequent upon reduction in Contract Price

- (a) Subject to Section 3.1(b), the Borrower shall repay the Loan in 24 equal semi-annual instalments, with the first instalment to fall due on the date falling six (6) months after the Disbursement Date and the final instalment to fall due on the date of Final Maturity.
- (b) If, on the Actual Delivery Date, the outstanding principal amount of the Loan exceeds the US Dollar Maximum Loan Amount (as a result of a reduction in the Contract Price after the Disbursement Date and before the delivery of the Purchased Vessel), the Borrower shall prepay the Loan in an

amount equal to such excess within two (2) Business Days after the Actual Delivery Date. Any such partial prepayment shall be applied on a pro rata basis across each of the FEC Loan, the Hermes Loan and, if applicable, the Finnvera Balancing Loan provided that the Borrower may direct how such pro rata prepayment shall be applied between the FEC Tranche A Loan and the FEC Tranche B Loan and provided that such pro rata application across the Loan shall not result in the Hermes Loan being less than 5% of the amount of the Loan.

- (c) No amount repaid or prepaid by the Borrower pursuant to this Section 3.1 may be re-borrowed under the terms of this Agreement.

## Prepayment

### SECTION 3.1.1. Voluntary Prepayment

#### The Borrower:

- (a) may, from time to time on any Business Day, make a voluntary prepayment, in whole or in part, of the outstanding principal amount of the Loan; provided that:
- (i) all such voluntary prepayments shall require (x) for prepayments on or after the Disbursement Date made prior to the Actual Delivery Date in respect of the advance made on the Disbursement Date, at least two (2) Business Days' prior written notice to the Facility Agent, and (y) for all other prepayments, at least thirty (30) calendar days' prior written notice (or such shorter period as the Majority Lenders may agree), if all or any portion of the prepayment is to be applied in prepayment of the Fixed Rate Loan, or otherwise at least five (5) Business Days' (or, if such prepayment is to be made on the last day of an Interest Period for the Loan, four (4) Business Days') prior written notice, in each case to the Facility Agent; and
- (ii) all such voluntary partial prepayments shall be in an aggregate minimum amount of \$10,000,000 and a multiple of \$1,000,000 (or in the remaining amount of the Loan) and shall be applied in forward order of maturity, inverse order of maturity or ratably at the Borrower's option against the remaining instalments; provided, however, that any such partial prepayment shall be applied on a pro rata basis across each of the FEC Loan, the Hermes Loan and, if applicable, the Finnvera Balancing Loan and provided further that the Borrower may direct how such pro rata prepayment shall be applied between the FEC Tranche A Loan and the FEC Tranche B Loan; and
- (iii) any voluntary prepayment shall not result in the Hermes Loan being less than 5% of the amount of the Loan at any time.

### SECTION 3.1.2. Illegality

- (a) If, by reason of a Change in Law, it becomes unlawful under any applicable law (i) for a Lender to be subject to a commitment to make available to the Borrower such Lender's portion of the FEC Loan, Hermes Loan and/or Finnvera Balancing Loan, (ii) for a Lender to make or hold its portion of the

FEC Loan, Hermes Loan and/or Finnvera Balancing Loan in its Lending Office, (iii) for a Lender to receive a payment under this Agreement or any other Loan Document or (iv) for a Lender to comply with any other material provision of, or to perform its obligations as contemplated by, this Agreement or any other Loan Document, the Lender affected by such Change in Law may give written notice (the "Illegality Notice") to the Borrower and the Facility Agent of such Change in Law, including reasonable details of the relevant Change of Law and specifying which, if not all, of its Commitment (the "Affected Commitment") and portion of the Loan (the "Affected Loan") is affected by such Change in Law. Any Illegality Notice must be given by a Lender no later than 120 days after such Lender first obtains actual knowledge or written notice of the relevant Change in Law.

- (b) If an affected Lender delivers an Illegality Notice prior to the Disbursement Date, then, subject to Section 11.20, (1) while the arrangements contemplated by the following clause (2) have not yet been completed and the Affected Commitment of such Lender has not been formally cancelled, such Lender shall not be obliged to fund its Affected Commitment and (2) the Borrower shall be entitled at any time within 50 days after receipt of such Illegality Notice to replace such Lender with another Lender hereunder or one or more other financial institutions (I) reasonably acceptable to the Facility Agent and (II) acceptable to each of Finnvera (in respect of the FEC Loan and, if applicable the Finnvera Balancing Loan) and/or Hermes (in respect of the Hermes Loan) (as applicable); provided that any such assignment or transfer shall be either (x) in the case of a single assignment or transfer, an assignment or transfer of all of the rights and obligations of the assigning or transferring Lender under this Agreement with respect to the Affected Commitment or (y) in the case of more than one assignment or transfer, an assignment or transfer of a portion of such rights and obligations made concurrently with another such assignment or transfer or other such assignments or transfers that collectively cover all of the rights and obligations of the

assigning or transferring Lender under this Agreement with respect to the Affected Commitment. If, at the end of such 50-day period, the Borrower has not so replaced such affected Lender as aforesaid and no alternative arrangements have been implemented pursuant to Section 11.20, the Affected Commitment held by such Lender shall be cancelled.

- (c) Subject to Proviso (a) in Section 9.2, if an affected Lender delivers an Illegality Notice on or following the Disbursement Date, then the Borrower shall have the right, but not the obligation, exercisable at any time within 50 days after receipt of such Illegality Notice (the "Option Period"), either (1) to prepay the portion of the Affected Loan held by such Lender in full on or before the expiry of the Option Period, together with all unpaid interest and fees thereon accrued to but excluding the date of such prepayment, or (2) to replace such Lender on or before the expiry of the Option Period with another Lender hereunder or one or more other financial institutions (I) reasonably acceptable to the Facility Agent and (II) acceptable to Finnvera (in respect of the FEC Loan and, if applicable, the Finnvera Balancing Loan) and/or Hermes (in respect of the Hermes Loan) (as applicable); provided that (x) in the case of a single assignment or transfer, any such assignment or transfer shall be either an assignment or transfer of all of the rights and obligations of the assigning or transferring Lender under this Agreement with respect to the Affected Loan or, in the case of more than

Page 50

one assignment or transfer, an assignment or transfer of a portion of such rights and obligations made concurrently with another such assignment or transfer or other such assignments or transfers that collectively cover all of the rights and obligations of the assigning or transferring Lender under this Agreement with respect to the Affected Loan and (y) no Lender shall be obliged to make any such assignment or transfer as a result of an election by the Borrower pursuant to this Section 3.2.2(c) unless and until such Lender shall have received one or more payments from one or more Assignee Lenders, Transferee Lenders and/or the Borrower in an aggregate amount at least equal to the portion of the Affected Loan held by such Lender, together with all unpaid interest and fees thereon accrued to but excluding the date of such assignment or transfer (and all other amounts then owing to such Lender under this Agreement with respect to the Affected Loan).

#### SECTION 3.1.3. Prepayment requirements

Each prepayment of the Loan made pursuant to this Section 3.2 shall be without premium or penalty, except as may be required by Section 4.4. No amounts prepaid by the Borrower may be re-borrowed under the terms of this Agreement.

#### Interest Provisions

Interest on the outstanding principal amount of the Loan shall accrue and be payable in accordance with this Section 3.3 and, if the Floating Rate or as applicable, the FEC Tranche A Floating Rate applies, Exhibit T.

#### SECTION 3.1.4. Rates

- (a) The Loan shall accrue interest from the Disbursement Date to the date of repayment or prepayment of the Loan in full to the Lenders as follows:

- (i) on the FEC Tranche A Loan at the Fixed Rate;
- (ii) on the FEC Tranche B Loan, Hermes Loan and the Finnvera Balancing Loan, at the applicable Floating Rate,

subject to any conversion of the FEC Tranche A Loan to a Floating Rate Loan in accordance with Section 3.3.3 in which case interest shall accrue on the FEC Tranche A Loan at the FEC Tranche A Floating Rate with effect from the date set forth in Section 3.3.3(b) or Section 3.3.3(c), as applicable. Interest calculated at the Fixed Rate, the relevant Floating Rate or the FEC Tranche A Floating Rate shall be payable semi-annually in arrears on each Repayment Date. The Floating Rate Loan shall bear interest for each Interest Period, from and including the first day of such Interest Period up to but excluding the last day of such Interest Period, at the interest rate determined as applicable to the Floating Rate Loan for such Interest Period. All interest shall be calculated on the basis of the actual number of days elapsed over a year comprised of 360 days.

- (b) In relation to interest accruing on the FEC Loan it is agreed that interest shall accrue at the rates specified in Section 3.3.1(a) above and that a portion of the interest which has accrued at a rate equal to 0.05% per annum shall be paid to the Facility Agent for the account of each of the FEC Margin

Lenders and the remainder of such interest shall be paid to the Facility Agent for the account of FEC.

#### SECTION 3.1.5. Conversion to FEC Tranche A Floating Rate

The Borrower shall only be obliged to make any indemnity or compensation payment to any Lender in connection with any conversion of the FEC Tranche A Loan from the Fixed Rate to the FEC Tranche A Floating Rate following an FEC Conversion pursuant to Section 3.3.3 and in the circumstances set out in Section 3.3.3(b) and (c) below.

#### SECTION 3.1.6. FEC Conversion

- (a) The parties to this Agreement acknowledge and agree that, at any time when the FEC Tranche A Loan is payable at the Fixed Rate, FEC will have the right to effect an FEC Conversion with respect to the FEC Tranche A Loan (if it has been advanced) or the FEC Commitment relating to the FEC Tranche A Loan (if the FEC Tranche A Loan has not been advanced) if:
- (i) the funds made available under the Loan have been used for a purpose other than pursuant to Section 2.5(d);
  - (ii) the Borrower has provided incorrect information in relation to an essential issue or failed to disclose matters that have an essential impact on the terms and conditions set out in schedule 3 of the FEC Supplemental Assignment Agreement or the approval of the FEC Financing;
  - (iii) a Transferring Lender or the Facility Agent has provided incorrect information in an essential matter in connection with the Application or failed to disclose matters that have an essential impact on the approval of the FEC Financing; or
  - (iv) a Transferring Lender or the Facility Agent is, in connection with the export transaction pursuant to the Construction Contract or the Loan, found by a court of competent jurisdiction to have been engaged prior to the Disbursement Date in any act that constitutes corrupt activity within the meaning described in clause 12 of the FEC Supplemental Assignment Agreement, or if otherwise the same is proven without controversy.
- (b) In the event that FEC is entitled under the terms of clause 13.1.1 of the FEC Supplemental Assignment Agreement to effect an FEC Conversion, it shall notify the Borrower through the Facility Agent and advise of the date on which the Fixed Rate will terminate and the FEC Tranche A Floating Rate will apply (the "FEC Conversion Notice") and the Borrower and FEC shall agree the FEC Tranche A Floating Rate Margin which is to apply for purposes of determining the FEC Tranche A Floating Rate in accordance with the procedure set out in a separate side letter between the Borrower and FEC. Any margin agreed shall constitute the FEC Tranche A Floating Rate Margin to apply to the FEC Tranche A Loan effective on and from the date specified in the Conversion Notice.



- (c) If the Borrower and FEC are unable to agree upon the alternative margin to apply for purposes of determining the FEC Tranche A Floating Rate as provided in Section 3.3.3(b), FEC shall set the FEC Tranche A Floating Rate Margin and FEC shall furnish a certificate to the Borrower and the Facility Agent (the "FEC Conversion Floating Rate Certificate") setting forth such rate (including margin) as soon as reasonably practicable, which FEC Tranche A Floating Rate Margin shall be effective on and from the date specified in the Conversion Notice.
- (d) If an FEC Conversion occurs due to occurrence of the events or circumstances specified in Section 3.3.3(a)(ii), the Borrower shall indemnify FEC in its capacity as Fixed Rate Provider for (x) any Break Costs incurred because of the change of the interest rate and regardless of whether any FEC Commitment is cancelled or any portion of the FEC Tranche A Loan is prepaid in connection with such change of interest and (y) the Interest Subsidy Amount Repayable.
- (e) If an FEC Conversion occurs due to the occurrence of the events or circumstances specified in Section 3.3.3(a)(i), (iii) or (iv), then, unless such events or circumstances are directly attributable to a breach by the Borrower of its obligations under the Loan Documents, the Facility Agent or Transferring Lender or Transferring Lenders who provided such incorrect information or engaged in such corrupt activity shall (A) indemnify FEC in its capacity as Fixed Rate Provider for (x) any Break Costs incurred because of the change of the interest rate and regardless of whether any FEC Commitment is cancelled or any portion of the FEC Tranche A Loan is prepaid in connection with such change of interest and, except when Section 3.3.3(a)(iv) is applicable, (y) the Interest Subsidy Amount Repayable and (B) indemnify the Borrower no later than three (3) Business Days following the end of each Interest Period for any increase in the amount of interest which the Borrower has paid to the Facility Agent for such Interest Period in respect of the FEC Tranche A Loan as a result of the conversion from the Fixed Rate to the FEC Tranche A Floating Rate.
- (f) If an FEC Conversion occurs due to the occurrence of the events or circumstances specified in Section 3.3.3(a)(i), (iii) or (iv) which are directly attributable to a breach by the Borrower of its obligations under the Loan Documents, the Borrower shall indemnify FEC in its capacity as Fixed Rate Provider for (x) any Break Costs incurred because of the change of the interest rate and regardless of whether any FEC Commitment is cancelled or any portion of the FEC Tranche A Loan is prepaid in connection with such change of interest and (y) the Interest Subsidy Amount Repayable.
- (g) In the case of the indemnity under paragraph (d) or (f), the Facility Agent shall provide the Borrower with a certificate prepared by FEC to show, in sufficient detail, the method and basis of the computation of such Break Costs and Interest Subsidy Amount Repayable. In any case referred to in this Section 3.3.3(g), the Facility Agent shall collect from the Borrower the payments payable by the Borrower hereunder and pay such collected payments to FEC without delay upon receipt of such payments from the Borrower.

#### SECTION 3.1.7. Post-Maturity Rates

After the date any principal amount of the Loan is due and payable (whether on any Repayment Date, upon acceleration or otherwise), or after any other monetary Obligation of the Borrower shall have become due and payable, the Borrower shall pay, but only to the extent permitted by law, interest (after as well as before judgment) on such amounts for each day during the period while such payment is overdue at a rate per annum certified by the Facility Agent to the Borrower (which certification shall be conclusive in the absence of manifest error) to be equal to (a) in the case of any principal amount of a Fixed Rate Loan, the sum of the Fixed Rate plus 2% per annum, (b) in the case of any principal amount bearing interest at the FEC Tranche A Floating Rate, the sum of the FEC Tranche A Floating Rate plus 2% per annum or (c) in the case of any principal amount of the FEC Tranche B Loan, the sum of the Floating Rate applicable to such FEC Tranche B Loan plus 2% per annum or (d) in the case of any principal amount of the Hermes Loan or the Finnvera Balancing Loan or any other amount representing a monetary Obligation, the sum of the Floating Rate applicable to such Hermes Loan and Finnvera Balancing Loan plus 2% per annum.

#### SECTION 3.1.8. Payment Dates

Interest accrued on the Loan shall be payable, without duplication, on the earliest of:

- (a) each Repayment Date;



- (b) the date of any prepayment, in whole or in part, of principal outstanding on the Loan (but only on the principal so prepaid);
- (c) on that portion of the Loan the repayment of which is accelerated pursuant to Section 8.2 or Section 8.3, immediately upon such acceleration; and
- (d) in the case of any interest on any principal, interest or other amount owing under this Agreement or any other Loan Document that is overdue, from time to time on demand of the Facility Agent until such overdue amount is paid in full.

#### SECTION 3.1.9. Interest Rate Determination

In respect of the Loan (or as contemplated by Section 3.3.4, any unpaid sum) to which the Floating Rate, or if relevant, the FEC Tranche A Floating Rate, is applicable, the relevant Floating Rate or FEC Tranche A Floating Rate for each Interest Period (or in the case of Section 3.3.4, any relevant period) shall be determined in accordance with the provisions set out in Exhibit T.

#### Commitment Fees

The Borrower agrees to pay to the Facility Agent for the account of each Lender the commitment fees on the dates and in the amounts set out in a Fee Letter or Fee Letters.

Page 54

#### Fees

##### SECTION 3.1.10. Syndication Fee

The Borrower agrees to pay to the Facility Agent for the account of the Original Lenders and the Lenders (other than FEC) a syndication fee on the dates and in the amounts set out in a Fee Letter.

##### SECTION 3.1.11. [Intentionally left blank]

##### SECTION 3.1.12. Agency Fee

The Borrower agrees to pay the Facility Agent (for its own account) an agency fee on the dates and in the amounts set out in a Fee Letter.

##### SECTION 3.1.13. Finnvera Premium

On the Disbursement Date, the Borrower shall pay to the Facility Agent, for the account of and as agent for Finnvera, an amount equal to the product of the Applicable Finnvera Rate and the principal amount of the FEC Loan in Dollars.

##### SECTION 3.1.14. Finnvera Balancing Premium

On the Disbursement Date, the Borrower shall pay to the Facility Agent, for the account of and as agent for Finnvera, an amount equal to the product of the Applicable Finnvera Rate and the principal amount of the Finnvera Balancing Loan in Dollars.

##### SECTION 3.1.15. Finnvera Handling Fee

The Borrower agrees to pay to the Facility Agent for and on behalf of Finnvera, the amount of the handling fee which has been invoiced by Finnvera pursuant to the Finnvera Guarantee in an amount equal to EUR20,000. Such handling fee shall be due and payable within 14 days of the Effective Date.

#### Other Fees

The Borrower agrees to pay to the Facility Agent the agreed-upon fees set forth in the Fee Letters on the dates and in the amounts set forth therein.

**ARTICLE IV**  
**CERTAIN FLOATING RATE AND OTHER PROVISIONS**

**Floating Rate Lending Unlawful**

If after the Effective Date the introduction of or any change in or in the interpretation of any law makes it unlawful, or any central bank or other governmental authority having jurisdiction over such Lender asserts that it is unlawful, for such Lender to make, continue or maintain its portion of (i) the FEC Tranche A Loan in the event it is accruing interest at the FEC Tranche A Floating Rate (ii) the FEC Tranche B Loan (iii) the Hermes Loan and/or (iv) if applicable, the Finnvera Balancing Loan based on the Floating Rate, the obligation of such Lender to make, continue or maintain its portion of such (i) FEC Tranche A Loan (ii) FEC Tranche B Loan (iii) Hermes Loan and/or (iv) the Finnvera Balancing Loan shall, upon notice thereof to the Borrower, the Facility Agent

Page 55

and each other Lender, forthwith be suspended until the circumstances causing such suspension no longer exist, provided that such Lender's obligation to make, continue and maintain its portion of such FEC Tranche A Loan, FEC Tranche B Loan, Hermes Loan and/or Finnvera Balancing Loan hereunder shall be automatically converted into an obligation to make, continue and maintain its portion of such (i) FEC Tranche A Loan (ii) FEC Tranche B Loan (iii) Hermes Loan and/or (iv) Finnvera Balancing Loan bearing interest at a rate to be negotiated between such Lender and the Borrower that is the equivalent of the sum of the Reference Rate (or, if applicable at such time, the Compounded Reference Rate) plus the Credit Adjustment Spread (but without double counting (and having regard to the definition of Compounded Reference Rate)) plus the applicable Floating Rate Margin (in relation to the FEC Tranche B Loan, the Hermes Loan and, if applicable, the Finnvera Balancing Loan or the FEC Tranche A Floating Rate Margin (in relation to the FEC Tranche A Loan where following an FEC Conversion this is subject to the FEC Tranche A Floating Rate)).

**[intentionally left blank]**

**Increased Loan Costs, etc.**

If after the Effective Date a change in any applicable treaty, law, regulation or regulatory requirement (including by introduction or adoption of any new treaty, law, regulation or regulatory requirement) or in the interpretation thereof or in its application to the Borrower, or if compliance by any Lender with any applicable direction, request, requirement or guideline (whether or not having the force of law) of any governmental or other authority including, without limitation, any agency of the European Union or similar monetary or multinational authority insofar as it may be changed or imposed after the date hereof, shall:

- (a) subject any Lender to any taxes, levies, duties, charges, fees, deductions or withholdings of any nature with respect to its portion of the Loan or any part thereof imposed, levied, collected, withheld or assessed by any jurisdiction or any political subdivision or taxing authority thereof (other than (i) taxes as to which such Lender is indemnified under Section 4.6 and (ii) taxes excluded from the indemnity set forth in Section 4.6); or
- (b) change the basis of taxation to any Lender (other than a change in taxation on the overall net income of any Lender) of payments of principal or interest or any other payment due or to become due pursuant to this Agreement; or
- (c) impose, modify or deem applicable any reserve or capital adequacy requirements (other than the increased capital costs described in Section 4.5) or other banking or monetary controls or requirements which affect the manner in which a Lender shall allocate its capital resources to its obligations hereunder or require the making of any special deposits against or in respect of any assets or liabilities of, deposits with or for the account of, or loans by, any Lender (provided that such Lender shall, unless prohibited by law, allocate its capital resources to its obligations hereunder in a manner which is consistent with its present treatment of the allocation of its capital resources); or
- (d) impose on any Lender any other condition affecting its portion of the Loan or any part thereof,

and the result of any of the foregoing is either (i) to increase the cost to such Lender of making its portion of the Loan or maintaining its portion of the Loan or any part thereof, (ii) to reduce the amount of any payment received by such Lender or its effective return hereunder or on its capital or (iii) to cause such Lender to make any payment or to forego any return based on any amount received or receivable by such Lender hereunder, then and in any such case if such increase or reduction in the opinion of such Lender materially affects the interests of such Lender, (A) such Lender shall (through the Facility Agent) notify the Borrower of the occurrence of such event and use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Office if the making of such a designation would avoid the effects of such law, regulation or regulatory requirement or any change therein or in the interpretation thereof and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender and (B) the Borrower shall forthwith upon such demand pay to the Facility Agent for the account of such Lender such amount as is necessary to compensate such Lender for such additional cost or such reduction and ancillary expenses, including taxes, incurred as a result of such adjustment unless such additional costs are attributable to a FATCA Deduction required to be made by a party to this Agreement or are otherwise excluded from the indemnity set forth in Section 4.6 or Section 11.4. Such notice shall (i) describe in reasonable detail the event leading to such additional cost, together with the approximate date of the effectiveness thereof, (ii) set forth the amount of such additional cost, (iii) describe the manner in which such amount has been calculated, (iv) certify that the method used to calculate such amount is such Lender's standard method of calculating such amount, (v) certify that such request is consistent with its treatment of other borrowers that are subject to similar provisions, and (vi) certify that, to the best of its knowledge, such change in circumstance is of general application to the commercial banking industry in such Lender's jurisdiction of organisation or in the relevant jurisdiction in which such Lender does business. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender pursuant to this Section for any increased costs or reductions incurred more than three months prior to the date that such Lender notifies the Borrower of the circumstance giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefor; provided further that, if the circumstance giving rise to such increased costs or reductions is retroactive, then the three-month period referred to above shall be extended to include the period of retroactive effect thereof, but not more than six months prior to the date that such Lender notifies the Borrower of the circumstance giving rise to such cost or reductions and of such Lender's intention to claim compensation therefor.

#### Funding Losses Event and Defaulting Finance Party Break Costs

##### SECTION 4.1.1. Indemnity

(A) In the event: (i) any Lender is required to liquidate or to re-deploy (at not less than the market rate) deposits or other funds acquired by such Lender to fund any portion of the principal amount of its portion of the Loan (ii) FEC exercises its right to effect an FEC Conversion or (iii) FEC exercises its right to effect an FEC Reassignment, in each case, as a result of:

- (a) if at the time interest is calculated at the Floating Rate or, if applicable, the FEC Tranche A Floating Rate on such Lender's portion of the Loan, any conversion or repayment or prepayment or acceleration of the principal amount of such Lender's portion of the Loan on a date other than the scheduled last day of an Interest Period or otherwise scheduled date for

repayment or payment (in each case, including any payments as a result of an FEC Reassignment made in accordance with Section 9.1.10(A) where the Borrower is liable to pay Break Costs under Section 9.1.10(A)(b)), but excluding any prepayment made following an

election by the Borrower to effect a prepayment pursuant to Section 3.2.2(c), or any repayment pursuant to Section 9.1.11, by reason of a Non-Borrower Related Change in Law);

- (b) if at the time interest is calculated at the Fixed Rate on such Lender's portion of the Loan, any repayment or prepayment or acceleration of the principal amount of such Lender's portion of the Loan, other than any repayment made on the date scheduled for such repayment (in each case, including any payments whatsoever as a result of an FEC Conversion or an FEC Reassignment where the Borrower is liable to pay Break Costs under Section 3.3.3(d) or Section 3.3.3(f) in the case of an FEC Conversion and Section 9.1.10(A)(b) in the case of an FEC Reassignment) excluding any repayment pursuant to Section 9.1.11, by reason of a Non-Borrower Related Change in Law);
- (c) a voluntary reduction of the FEC Tranche A Commitment below EUR1,018,794,290;
- (d) the Loan not being advanced in accordance with the Loan Request therefor due to the fault of the Borrower or as a result of any of the conditions precedent set forth in Article V not being satisfied;
- (e) any prepayment of the Loan by the Borrower pursuant to Section 4.12 or Section 9.2; or
- (f) the FEC Tranche A Loan not being advanced on or before the Commitment Termination Date,

(each, a "Funding Losses Event"), then, upon the written notice of such Lender to the Borrower (with a copy to the Facility Agent), the Borrower shall, within five (5) Business Days of its receipt of such notice:

- a. if at that time interest is calculated at the Floating Rate or, if applicable, the FEC Tranche A Floating Rate (other than where the Compounded Reference Rate is applicable, where Section 4.4.1 (A)(b.) below applies) on such Lender's portion of the Loan, pay directly to the Facility Agent for the account of such Lender an amount (the "Floating Rate Indemnity Amount") equal to the amount, if any, by which:
  - (i) interest calculated at the Floating Rate or, if applicable, the FEC Tranche A Floating Rate which such Lender would have received on its share of the amount of the Loan subject to such Funding Losses Event for the period from the date of receipt of any part of its share in the Loan to the last day of the applicable Interest Period,exceeds:
- (ii) the amount which such Lender would be able to obtain by placing an amount equal to the amount received by it on deposit with a leading bank in the appropriate interbank

market for a period starting on the Business Day following receipt and ending on the last day of the applicable Interest Period; or b. if at that time interest is calculated at the Compounded Reference Rate on such Lender's portion of the Loan, pay directly to the Facility Agent for the account of such Lender any amount specified as "Break Costs" in the Compounded Reference Rate Terms; or c. if at that time the Fixed Rate is applied to the FEC Tranche A Commitment or the FEC Tranche A Loan (as applicable), pay to the Facility Agent acting on the instructions of FEC, in its capacity as the Fixed Rate Provider) for the account of FEC, in its capacity as the Fixed Rate Provider, the amount (if any) in Dollars determined by FEC, as Fixed Rate Provider, by which:

- (i) the sum of the present value, discounted at the Reinvestment Rate, of each principal payment and interest payment which the FEC Lender would have received on its share of any amount of the FEC Tranche A Commitment that is cancelled or any outstanding amount of the FEC Tranche A Loan that is prepaid for the period from the date of cancellation or from the date of receipt of the prepayment of the principal amount of the FEC Tranche A Loan by the FEC Lender, until the date of Final Maturity (assuming for these purposes that interest would have accrued during the relevant period on a loan ("Deemed Loan") made on the date of cancellation or receipt of the principal amount prepaid in an amount equal to the

FEC Tranche A Commitment so cancelled or the principal amount of the FEC Tranche A Loan so prepaid and where such Deemed Loan is repaid in proportional repayment instalments on each of the subsequent Repayment Dates),

exceeds:

- (ii) the cancelled amount of the FEC Tranche A Commitment or the principal amount of the FEC Tranche A Loan prepaid plus accrued interest paid thereon since the previous interest payment date.

(B) Where a Defaulting Finance Party is liable to pay Break Costs to the Facility Agent for the account of FEC acting in its capacity as Fixed Rate Provider pursuant to Section 3.3.3(e) or Section 9.1.10(A)(c) such Break Costs shall be determined in accordance with Section 4.4.1(A)b.

#### Increased Capital Costs

If after the Effective Date any change in, or the introduction, adoption, effectiveness, interpretation, reinterpretation or phase-in of, any law or regulation, directive, guideline, decision or request (whether or not having the force of law) of any court, central bank, regulator or other governmental authority (a) results in an increase of the amount of capital required to be maintained by any Lender or any Person controlling such Lender, and the rate of return on its or such controlling Person's capital as a consequence of its Commitment or its portion of the Loan made by such Lender is

Page 59

reduced to a level below that which such Lender or such controlling Person would have achieved but for the occurrence of any such change in circumstance or (b) a Finance Party suffers a reduction of any amount payable under a Loan Document then, in each such case upon notice from time to time by such Lender or Finance Party to the Borrower, the Borrower shall immediately pay directly to such Lender or Finance Party additional amounts sufficient to compensate such Lender or such controlling Person or Finance Party for such reduction in rate of return. Any such notice shall (i) describe in reasonable detail the capital adequacy requirements which have been imposed, together with the approximate date of the effectiveness thereof, (ii) set forth the amount of such lowered return, (iii) describe the manner in which such amount has been calculated, (iv) certify that the method used to calculate such amount is such Lender's or Finance Party's standard method of calculating such amount, (v) certify that such request for such additional amounts is consistent with its treatment of other borrowers that are subject to similar provisions and (vi) certify that, to the best of its knowledge, such change in circumstances is of general application to the commercial banking industry in the jurisdictions in which such Lender or Finance Party does business. In determining such amount, such Lender or Finance Party may use any method of averaging and attribution that it shall, subject to the foregoing sentence, deem applicable. Each Lender or Finance Party agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to designate a different Lending Office if the making of such a designation would avoid such reduction in such rate of return and would not, in the reasonable judgment of such Lender or Finance Party, be otherwise disadvantageous to such Lender or Finance Party. Failure or delay on the part of any Lender or Finance Party to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or Finance Party's right to demand such compensation; provided that the Borrower shall not be required to compensate a Lender or Finance Party pursuant to this Section for any increased costs or reductions incurred more than three months prior to the date that such Lender or Finance Party notifies the Borrower of the circumstance giving rise to such reductions and of such Lender's or Finance Party's intention to claim compensation therefor; provided further that, if the circumstance giving rise to such reductions is retroactive, then the three-month period referred to above shall be extended to include the period of retroactive effect thereof, but not more than six months prior to the date that such Lender or Finance Party notifies the Borrower of the circumstance giving rise to such reductions and of such Lender's or Finance Party's intention to claim compensation therefor. Notwithstanding the foregoing, no amounts shall be payable pursuant to Section 4.5 in respect of (i) taxes to which a Finance Party is indemnified under Section 4.6 or (ii) taxes excluded from the indemnity set forth in Section 4.6.

#### Taxes

All payments by any Obligor of principal of, and interest on, the Loan and all other amounts payable under any Loan Document, including for the avoidance of doubt under any Fee Letter, shall be made free and clear of and without deduction for any present or future income, excise, stamp or franchise taxes and other taxes, fees, duties, withholdings or other charges of any nature whatsoever imposed by any taxing authority, but excluding with respect to each Lender (i) franchise taxes and taxes imposed on or measured by such Lender's net income or receipts of such Lender and franchise taxes imposed in lieu of net income taxes or taxes on receipts, by the jurisdiction under the laws of which such Lender is organised or any

political subdivision thereof or the jurisdiction of such Lender's Lending Office or any political subdivision thereof or any other jurisdiction unless such net income taxes are imposed solely as a result of the applicable Obligor's activities in such other jurisdiction, and (ii) any taxes imposed under FATCA (such non-excluded items being called "Covered Taxes"). In the event that any withholding or deduction from any payment to be made by an Obligor under any Loan

Page 60

---

Document is required in respect of any Covered Taxes pursuant to any applicable law, rule or regulation, then the Borrower will:

- (a) pay directly to the relevant authority the full amount required to be so withheld or deducted;
- (b) promptly forward to the Facility Agent an official receipt or other documentation satisfactory to the Facility Agent evidencing such payment to such authority; and
- (c) pay to the Facility Agent for the account of the Lenders such additional amount or amounts as is necessary to ensure that the net amount actually received by each Lender will equal the full amount such Lender would have received had no such withholding or deduction been required.

Moreover, if any Covered Taxes are directly asserted against the Facility Agent or any Lender with respect to any payment received or paid by the Facility Agent or such Lender hereunder, the Facility Agent or such Lender may pay such Covered Taxes and the Borrower will promptly pay such additional amounts (including any penalties, interest or expenses) as is necessary in order that the net amount received by such person after the payment of such Covered Taxes (including any Covered Taxes on such additional amount) shall equal the amount such person would have received had no such Covered Taxes been asserted.

Any Lender claiming any additional amounts payable pursuant to this Section agrees to use reasonable efforts (consistent with its internal policy and legal and regulatory restrictions) to change the jurisdiction of its Lending Office if the making of such a change would avoid the need for, or reduce the amount of, any such additional amounts that may thereafter accrue and would not, in the reasonable judgment of such Lender, be otherwise disadvantageous to such Lender.

If the Borrower fails to pay any Covered Taxes when due to the appropriate taxing authority or fails to remit to the Facility Agent for the account of the respective Lenders the required receipts or other required documentary evidence, the Borrower shall indemnify the Lenders for any incremental withholding Covered Taxes, interest or penalties that may become payable by any Lender as a result of any such failure (so long as such amount did not become payable as a result of the failure of such Lender to provide timely notice to the Borrower of the assertion of a liability related to the payment of Covered Taxes). For purposes of this Section 4.6, a distribution hereunder by the Facility Agent or any Lender to or for the account of any Lender shall be deemed a payment by the Borrower.

If any Lender is entitled to any refund, credit, deduction or other reduction in tax by reason of any payment made by the Borrower in respect of any Covered Tax under this Section 4.6 or by reason of any payment made by the Borrower pursuant to Section 4.3, such Lender shall use reasonable efforts to obtain such refund, credit, deduction or other reduction and, promptly after receipt thereof, will pay to the Borrower such amount (plus any interest received by such Lender in connection with such refund, credit, deduction or reduction) as is equal to the net after-tax value to such Lender of such part of such refund, credit, deduction or reduction as such Lender reasonably determines is allocable to such Covered Tax or such payment (less out-of-pocket expenses incurred by such Lender), provided that no Lender shall be obligated to disclose to the Borrower any information regarding its tax affairs or tax computations.

Page 61

---

Each Lender agrees with the Borrower and the Facility Agent that it will (i) (a) provide to the Facility Agent and the Borrower an appropriately executed copy of Internal Revenue Service ("IRS") Form W-9 (or any successor form) certifying the status of such Lender as a US person, IRS Form W-8ECI (or any successor form) certifying that any payments made to or for the benefit of such Lender are effectively connected with a trade or business in the United States or IRS Form W-8BEN-E (or any successor form) claiming the benefits of a tax treaty (but only if the applicable treaty described in such form provides for a complete exemption from U.S. federal income tax withholding), or any successor form, on or prior to the date hereof (or, in the case of any assignee or transferee Lender, Lender that changes its Lending Office, on or prior to the date of the relevant assignment, transfer or change), in each case attached to an IRS Form W-8IMY (or any successor form), if appropriate, (b) notify the Facility Agent and the Borrower if the certifications made on any form provided pursuant to this paragraph are no longer accurate and true in all material respects and (c) provide such other tax forms or other documents as shall be prescribed by applicable law, if any, or as otherwise reasonably requested, to demonstrate, to the extent applicable, the status of such Lender or that payments to such Lender hereunder are exempt from withholding under FATCA, and (ii) in all cases, provide such forms, certificates or other documents, as and when reasonably requested by the Borrower, necessary to claim any applicable exemption from, or reduction of, Covered Taxes, a FATCA Deduction or any payments made to or for benefit of such Lender, provided that the Lender is legally able to deliver such forms, certificates or other documents. For any period with respect to which a Lender (or assignee or transferee Lender) has failed to provide the Borrower with the foregoing forms (other than if such failure is due to a change in law occurring after the date on which a form originally was required to be provided (which, in the case of an Assignee Lender or Transferee Lender, would be the date on which the original assignor or transferor was required to provide such form) or if such form otherwise is not required hereunder) such Lender (or assignee or transferee Lender) shall not be entitled to the benefits of this Section 4.6 or Section 11.4 with respect to Covered Taxes imposed by reason of such failure.

[Intentionally left blank]

Payments, Computations, etc.

- (a) Unless otherwise expressly provided in this Agreement or any other Loan Document, all payments by an Obligor in respect of amounts of principal, interest and fees or any other applicable amounts owing to the Lenders under any Loan Document shall be made by such Obligor to the Facility Agent for the account of the Lenders entitled to receive such payments and ratably in accordance with the respective amounts then due and payable to the Lenders. All such payments required to be made to the Facility Agent shall be made by the Borrower, without set-off, deduction or counterclaim, not later than 11:00 a.m., New York time, on the date due, in same day or immediately available funds through the New York Clearing House Interbank Payments System (or such other funds as may be customary for the settlement of international banking transactions in Dollars), to such account as the Facility Agent shall specify from time to time by notice to the Borrower. Funds received after that time shall be deemed to have been received by the Lenders on the next succeeding Business Day.
- (b) The Facility Agent shall promptly (but in any event on the same Business Day that the same are received or, as contemplated in clause (a) of this Section, deemed received) remit in same day funds to each Lender its share,

Page 62

if any, of such payments received by the Facility Agent for the account of such Lender without any set-off, deduction or counterclaim. All interest and fees shall be computed on the basis of the actual number of days (including the first day but excluding the last day) occurring during the period for which such interest or fee is payable over a year comprised of 360 days. Whenever any payment to be made shall otherwise be due on a day which is not a Business Day, such payment shall (except as otherwise required by paragraph (a) of the definition of the term "Interest Period") be made on the next succeeding Business Day and such extension of time shall be included in computing interest and fees, if any, in connection with such payment.

Replacement Lenders, etc.



If the Borrower shall be required to make any payment to any Lender pursuant to Clause 6 of Exhibit T or Section 4.3, 4.5 or 4.6, the Borrower shall be entitled at any time (so long as no Default and no Prepayment Event shall have occurred and be continuing) within 180 days after receipt of notice from such Lender of such required payment to (a) terminate such Lender's Commitment (whereupon the Percentage of each other Lender in respect of each Commitment shall automatically be adjusted to an amount equal to such Lender's ratable share of the remaining amount of such Commitment), (b) prepay the affected portion of such Lender's share of the Loan in full, together with accrued interest thereon through the date of such prepayment (provided that the Borrower shall not terminate any Lender's Commitment pursuant to clause (a) or prepay any such Lender pursuant to this clause (b) unless the Borrower and the Facility Agent shall have attempted in good faith over a period of 30 days to replace such Lender pursuant to the following clause (c)), and/or (c) except in the case of FEC in relation to the FEC Loan, replace such Lender with one or more financial institutions (I) reasonably acceptable to the Facility Agent in its capacity as Hermes Agent, (II) acceptable to Hermes in the case of a Hermes Lender and (III) acceptable to Finnvera in the case of an FEC Lender or a Finnvera Balancing Lender; provided that (x) in the case of a single assignment or transfer, any such assignment or transfer shall be either an assignment or transfer of all of the rights and obligations of the assigning or transferring Lender under this Agreement or, in the case of more than one assignment or transfer, an assignment or transfer of a portion of such rights and obligations made concurrently with another such assignment or transfer or other such assignments or transfers that collectively cover all of the rights and obligations of the assigning or transferring Lender under this Agreement and (y) no Lender shall be obliged to make any such assignment or transfer pursuant to this Section 4.9 unless and until such Lender shall have received one or more payments from one or more Assignee Lenders, Transferee Lenders and/or the Borrower in an aggregate amount at least equal to the portion of the Loan held by such Lender, together with all unpaid interest and fees thereon accrued to but excluding the date of such assignment or transfer (and all other amounts then owing to such Lender under this Agreement). Each Lender represents and warrants to the Borrower that, as of the date of this Agreement (or, with respect to any Lender not a party hereto on the date hereof, on the date that such Lender becomes a party hereto), there is no existing treaty, law, regulation, regulatory requirement, interpretation, directive, guideline, decision or request pursuant to which such Lender would be entitled to request any payments under any of Clause 6 of Exhibit T or Section 4.3, 4.5 and 4.6 to or for account of such Lender.

#### Sharing of Payments

##### SECTION 4.1.2. Payments to Lenders

Page 63

If a Lender (a "Recovering Lender") receives or recovers any amount from an Obligor other than in accordance with Section 4.8 (Payments, Computations, etc.) (a "Recovered Amount") and applies that amount to a payment due under the Loan Documents then:

- (a) the Recovering Lender shall, within three (3) Business Days, notify details of the receipt or recovery to the Facility Agent;
- (b) the Facility Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Lender would have been paid had the receipt or recovery been received or made by the Facility Agent and distributed in accordance with the said Section 4.8, without taking account of any taxes which would be imposed on the Facility Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Lender shall, within three (3) Business Days of demand by the Facility Agent, pay to the Facility Agent an amount (the "Sharing Payment") equal to such receipt or recovery less any amount which the Facility Agent determines may be retained by the Recovering Lender as its share of any payment to be made, in accordance with any applicable provisions of this Agreement.

##### SECTION 4.1.3. Redistribution of payments

The Facility Agent shall treat the Sharing Payment as if it had been paid by the Borrower and distribute it between the Lenders (other than the Recovering Lender) (the "Sharing Lenders") in accordance with Section 4.8 of this Agreement towards the obligations of the Borrower to the Sharing Lenders.

##### SECTION 4.1.4. Recovering Lender's rights

On a distribution by the Facility Agent under Section 4.10.2 of a payment received by a Recovering Lender from the relevant Obligor, solely as between that Obligor and the Recovering Lender, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having



been paid by the relevant Obligor.

#### SECTION 4.1.5. Reversal of redistribution

If any part of the Sharing Payment received or recovered by a Recovering Lender becomes repayable to the Obligor and is repaid by that Recovering Lender to the Obligor, then:

- (a) each Sharing Lender shall, upon request of the Facility Agent, pay to the Facility Agent for the account of that Recovering Lender an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Lender for its proportion of any interest on the Sharing Payment which that Recovering Lender is required to pay) (the "Redistributed Amount"); and
- (b) solely as between the relevant Obligor and each relevant Sharing Lender, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by the relevant Obligor.

#### SECTION 4.1.6. Exceptions

Page 64

- (a) This Section 4.10 shall not apply to the extent that the Recovering Lender would not, after making any payment pursuant to this Section 4.10, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Lender is not obliged to share with any other Lender any amount which the Recovering Lender has received or recovered as a result of taking legal or arbitration proceedings, if:
  - i. it notified the other Lender of the legal or arbitration proceedings; and
  - ii. the other Lender had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

#### Set-off

Upon the occurrence and during the continuance of an Event of Default or a Prepayment Event, each Lender shall have, to the extent permitted by applicable law, the right to appropriate and apply to the payment of the Obligations then due and owing to it any and all balances, credits, deposits, accounts or moneys of any Obligor then or thereafter maintained with such Lender; provided that any such appropriation and application shall be subject to the provisions of Section 4.10. Each Lender agrees promptly to notify the applicable Obligor and the Facility Agent after any such set-off and application made by such Lender; provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of each Lender under this Section are in addition to other rights and remedies (including other rights of set-off under applicable law or otherwise) which such Lender may have.

#### Use of Proceeds

The Borrower shall apply the proceeds of the Loan in accordance with Section 2.5(c) and (d) and, in relation to the Disbursement Date, prior to such application, such proceeds shall be held in an account or accounts of the Facility Agent in accordance with the provisions of Section 2.5(b) and (c) or in an account or accounts that the Borrower shall have specified in its Loan Request in accordance with the provisions of Section 2.5(b); without limiting the foregoing, no proceeds of the Loan will directly or indirectly be used to lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or any other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such finding is a Sanctioned Person or Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loan, whether as advisor, lender, facility or other agent or otherwise) or (iii) to acquire any equity security of a class which is registered pursuant to Section 12 of the Securities Exchange Act of 1934 or any "margin stock", as defined in F.R.S. Board Regulation U. If the proceeds of the Loan have not been paid either (A) to the Builder or its order in accordance with Section 2.5(d)(i) and to, Finnvera, Hermes and the Borrower in accordance with Section 2.5(d)(ii) or 2.5(d)(iii) or (B) to the Facility Agent (directly or indirectly) in prepayment of the Loan

under Section 3.2.1(a) or by 9:59 p.m. (London time) on the second Business Day after the Disbursement Date, such proceeds shall continue to be pledged by the Borrower upon receipt in accordance with Section 2.5(c) as collateral pursuant to the Pledge Agreement pending the Actual Delivery Date. If, within 30 days of the Disbursement Date, the Borrower notifies the Facility Agent that the Actual Delivery

Page 65

Date is expected to be materially delayed, the Facility Agent, the Borrower and the Lenders shall discuss in good faith (but without obligation) for a period of 30 days to agree whether the Loan can be repaid and reborrowed and the terms that would apply to any such re-borrowing. In the event that no agreement is reached and the delivery of the Vessel does not occur on or before 4 June 2024, the proceeds in the Pledged Accounts shall be applied as a prepayment against the Loan in accordance with Section 9.2.

#### FATCA Deduction

(a) Each party to the 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 the 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.

(b) Each party to the 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 other party to the Agreement to whom it is making the payment and, in addition, shall notify the Borrower and the Facility Agent, and the Facility Agent shall notify the other parties to the Agreement.

#### FATCA Information

(a) Subject to paragraph (c) below, each party (other than the Borrower) shall, within ten (10) Business Days of a reasonable request by another party (other than the Borrower):

(i) confirm to that other party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party;

(ii) supply to that other party such forms, documentation and other information relating to its status under FATCA as that other party reasonably requests for the purposes of that other party's compliance with FATCA;

(iii) supply to that other party such forms, documentation and other information relating to its status as that other party reasonably requests for the purposes of that other party's compliance with any other law, regulation, or exchange of information regime.

(b) If a party confirms to another party 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 shall notify that other party reasonably promptly.

(c) Paragraph (a) above shall not oblige any Lender or the Facility Agent to do anything, and paragraph (a)(iii) above shall not oblige any other party 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

Page 66

(iii) any duty of confidentiality.

(d) If a party 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 shall be treated for the purposes of the Loan Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the party in question provides the requested confirmation, forms, documentation or other information.

(e) If the Borrower becomes a US 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 Business Days of:

(i) where the Borrower is a US Tax Obligor, the date of this Agreement;

(ii) where the Borrower is a US Tax Obligor on a date an assignment or transfer is made pursuant to Section 11.11.1 and the relevant Lender is an Assignee Lender or a Transferee Lender that becomes a Lender in accordance with Section 11.11.1, the date on which such Assignee Lender or Transferee Lender becomes a Lender;

(iii) the date of a request from the Facility Agent,

supply to the Facility Agent:

(A) a withholding certificate on Form W-8 (or any successor form), Form W-9 (or any successor form) 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

Page 67

Facility Agent shall not be liable for any action taken by it under or in connection with paragraph (e), (f) or (g) above.

#### Resignation of the Facility Agent

The Facility Agent shall resign (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Facility Agent) if:

(a) the Facility Agent fails to respond to a request under Section 4.14 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; or

(b) the information supplied by the Facility Agent pursuant to Section 4.14 indicates that the Facility Agent will not be (or will have ceased to be) a FATCA Exempt Party; or

(c) 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,

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 Facility Agent, requires it to resign, provided that any such resignation (i) shall be subject to the restrictions in the FEC Supplemental Assignment Agreement and (ii) shall not become effective until a successor Facility Agent has been appointed as provided in Section 10.5, such successor Facility Agent has accepted such appointment and the consent of each of Hermes and the Finnish Authority has been obtained for the resignation.

## ARTICLE V

### CONDITIONS TO BORROWING

#### Advance of the Loan

The obligation of the Lenders to fund all or any portion of the Loan on the Disbursement Date shall be subject to the prior or concurrent satisfaction of each of the conditions precedent set forth in this Section 5.1. The Facility Agent shall advise the Lenders of the satisfaction of the conditions precedent set forth in this Section 5.1 prior to funding on the Disbursement Date.

#### SECTION 5.1.1. Resolutions, etc.

The Facility Agent shall have received from the Borrower:

- (a) a certificate of its Secretary or Assistant Secretary as to the incumbency and signatures of those of its officers authorised to act with respect to this Agreement and each other Loan Document and as to the truth and completeness of the attached:
  - i. resolutions of its Board of Directors then in full force and effect authorising the execution, delivery and performance of this Agreement and each other Loan Document, and ii. Organic Documents of the Borrower,

Page 68

and upon which certificate the Lenders may conclusively rely until the Facility Agent shall have received a further certificate of the Secretary or Assistant Secretary of the Borrower cancelling or amending such prior certificate; and

- (b) a Certificate of Good Standing issued by the relevant Liberian authorities in respect of the Borrower.

#### SECTION 5.1.2. Opinions of Counsel

The Facility Agent shall have received opinions, addressed to the Facility Agent and each Lender, from:

- (a) Watson Farley & Williams LLP, counsel to the Borrower, as to Liberian law, covering the matters set forth in Exhibit B-1 hereto;
- (b) Stephenson Harwood LLP, counsel to the Facility Agent, as to English law, covering the matters set forth in Exhibit B-2 hereto;
- (c) Norton Rose Fulbright (Germany) LLP, counsel to the Facility Agent and the Lenders as to German law;
- (d) Clifford Chance US LLP, United States tax counsel to the Facility Agent for the benefit of the Lenders, covering the matters set forth in Exhibit B-3 hereto;
- (e) DLA Piper Finland Oy, counsel to the Facility Agent for the benefit of the Lenders, as to Finnish law, covering the matters set forth in Exhibit B-4 hereto including, among others, the validity and enforceability of the Second Finnvera Guarantee;

- (f) counsel to the Facility Agent and the Lenders as to the law governing the Pledge Agreement, covering the validity and enforceability of the Pledge Agreement; and
- (g) if requested by a Lender at least 90 days prior to the expected Disbursement Date in order to comply with Article 194 of the Regulation (EU) No 575/2013 (CRR), a single legal opinion (for the benefit of all the Lenders notwithstanding that not all the Lenders have requested the same) on matters of German law related to the validity and enforceability of the Hermes Insurance Policy,

each such opinion to be updated to take into account all relevant and applicable Loan Documents at the time of issue thereof.

#### SECTION 5.1.3. Finnvera Guarantee and Hermes Insurance Policy

- (a) The Finnvera Guarantee shall have been duly executed and delivered to the Facility Agent and shall be in full force and effect subject only to payment of the Finnvera Premium to Finnvera out of the proceeds of the FEC Loan and, as at the Disbursement Date, there are no written instructions from Finnvera in effect under clause 6.1 of the Finnvera General Terms requiring the FEC Lenders to cease disbursement of the FEC Loan.

Page 69

- (b) If applicable, the Second Finnvera Guarantee shall have been duly executed and delivered to the Facility Agent and shall be in full force and effect subject only to payment of the Finnvera Balancing Premium to Finnvera out of the proceeds of the FEC Balancing Loan and, as at the Disbursement Date, there are no written instructions from Finnvera in effect under clause 6.1 of the Finnvera General Terms requiring the Finnvera Balancing Lenders to cease disbursement of the Finnvera Balancing Loan.
- (c) The Facility Agent shall have received the Hermes Insurance Policy duly issued and shall be in full force and effect subject only to payment of the Hermes Fee out of the proceeds of the Hermes Loan.
- (d) Hermes shall not have, prior to the advance of the Loan, delivered to the Facility Agent or the Hermes Agent any notice that the Federal Republic of Germany has determined that the Loan is excluded from cover under the Hermes Insurance Policy.

#### SECTION 5.1.4. Closing Fees, Expenses, etc.

The Facility Agent shall have received for its own account, or for the account of each Finance Party, as the case may be, all fees that the Borrower shall have agreed in writing to pay to the Facility Agent (whether for its own account or for the account of any Finance Party) that are due and owing as of the date of such funding and all invoiced expenses of the Facility Agent (including the agreed fees and expenses of counsels to the Facility Agent) required to be paid by the Borrower pursuant to Section 11.3 or that the Borrower has otherwise agreed in writing to pay to the Facility Agent, in each case on or prior to the date of such funding.

#### SECTION 5.1.5. Compliance with Warranties, No Default, etc..

Both before and after giving effect to the funding of the Loan the following statements shall be true and correct:

- (a) the representations and warranties set forth in Article VI (excluding, however, those set forth in Section 6.10) shall be true and correct in all material respects except for those representations and warranties that are qualified by materiality or Material Adverse Effect, which shall be true and correct, with the same effect as if then made; and
- (b) no Default and no Prepayment Event and no event which (with notice or lapse of time or both) would become a Prepayment Event shall have then occurred and be continuing.

#### SECTION 5.1.6. Loan Request

The Facility Agent shall have received a Loan Request duly executed by the Borrower together with:

- (a) certified as true (by the Builder) copies of the "Buyer's Invoice" received by the Builder from the Borrower pursuant to sub-paragraph (b) of paragraph 2 of Appendix B of the Construction Contract in relation to the incurred NYC Allowance;

Page 70

- (b) a copy of the final invoice from the Builder showing the amount of the Contract Price (including the NYC Allowance) and the portion thereof payable to the Builder on the Actual Delivery Date under the Construction Contract;
- (c) copies of the wire transfers for all payments by the Borrower to the Builder under the Construction Contract in respect of the Contract Price prior to the Borrower's service of the Loan Request;
- (d) the Hermes Documentary Requirements as notified by the Facility Agent to the Borrower pursuant to Section 2.3(a); and
- (e) a certified true copy of the Construction Contract together with each addendum thereto which is in effect on the date of the Loan Request.

#### SECTION 5.1.7. Foreign Exchange Counterparty Confirmations

- (a) The Facility Agent shall have received a copy of each foreign exchange counterparty confirmation entered into by the Borrower in respect of the payment of the instalments of the Contract Price (other than that relating to the NYC Allowance) at least ten (10) Business Days prior to the proposed Disbursement Date.
- (b) Following consultation with the Facility Agent the Borrower shall supply to the Facility Agent at least three (3) Business Days prior to the date of the Loan Request its calculation of the US Dollar Maximum Loan Amount under paragraph (a) of the definition of the term "US Dollar Equivalent".

#### SECTION 5.1.8. Pledge Agreement

The Pledge Agreement shall be duly executed by the parties thereto and delivered to the Facility Agent not less than thirty (30) days prior to the Disbursement Date.

#### SECTION 5.1.9. FEC Financing Documents

- (a) A copy of the duly executed FEC Transfer Documents.
- (b) The FEC Transfer Documents being in full force and effect and where applicable, from and after the Disbursement Date.

#### SECTION 5.1.10. [intentionally omitted]

### ARTICLE VI REPRESENTATIONS AND WARRANTIES

To induce the Lenders and the Facility Agent Company to enter into this Agreement and to pay and make available to Executive the Loan hereunder, compensation and other benefits referred to herein, Executive covenants and agrees that:

- (a) During Executive's employment with Company and for the Borrower represents and warrants to two (2) year period immediately following the Facility Agent and each Lender as set forth in this Article VI as termination of the Effective Date, the Guarantee Release Date and the Disbursement Date (except as otherwise stated).

Page 71

#### Organisation, etc.

The Borrower is a corporation validly organised and existing and in good standing under the laws of its jurisdiction of incorporation; the Borrower is duly qualified to do business and is in good standing Executive's employment for any reason (the "Restricted Period"), Executive shall not, directly or indirectly, work for or provide any services (in any capacity, including without limitation as a foreign corporation director, officer, employee, advisor or consultant) for any other entity engaged in each jurisdiction where (or preparing to engage in) cruises, with a minimum fleet size of 500 berths (including the nature reasonable estimated berths of its business requires such qualification, except where the failure ships under construction or publicly announced to be built), or cruise related businesses of any such entity;

(b) employ or seek to employ any person who is then employed or retained by Company or its Affiliates (or who was so qualified would not have a Material Adverse Effect; and the Borrower has full power and authority, has taken all corporate action and holds all governmental and creditors' licenses, permits, consents and other approvals necessary to enter into each Loan Document to which it is a party and to perform the Obligations.

#### Due Authorisation, Non-Contravention, etc.

The execution, delivery and performance by the Borrower of this Agreement and each other Loan Document are employed or retained at any time within the Borrower's corporate powers, have been duly authorised by all necessary corporate action, and do not:

- (a) contravene the Borrower's Organic Documents;
- (b) contravene any law or governmental regulation of any Applicable Jurisdiction except as would not reasonably be expected to result in a Material Adverse Effect;
- (c) contravene any court decree or order binding on the Borrower or any of its property except as would not reasonably be expected to result in a Material Adverse Effect;
- (d) contravene any contractual restriction binding on the Borrower or any of its property except as would not reasonably be expected to result in a Material Adverse Effect; or
- (e) result in, or require the creation or imposition of, any Lien on any of the Borrower's properties except: (i) as would not reasonably be expected to result in a Material Adverse Effect or (ii) Liens created under the Loan Documents.

#### Government Approval, Regulation, etc.

No authorisation or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required for the due execution, delivery or performance by the Borrower of this Agreement or any other Loan Document to which it is a party (except for authorisations or approvals not required to be obtained on or six (6) month period prior to the Disbursement Date or that have been obtained or actions not required to be taken on or prior to the Disbursement Date or that have been taken). The Borrower holds all governmental licenses, permits and other approvals required to conduct its business as conducted by it on the Disbursement Date, except to the extent the failure to hold any such licenses, permits or other approvals would not have a Material Adverse Effect.

#### Compliance with Laws

(a) The Borrower is in compliance with all applicable laws, rules, regulations and orders, except to the extent that the failure to so comply does not and would not reasonably be expected to have a Material Adverse Effect.

(b) The Borrower has implemented and maintains in effect policies and procedures designed to procure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Borrower and its Subsidiaries and, to the knowledge of the Borrower, their respective officers, employees, directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions, in all material respects and are not knowingly engaged in any activity that would reasonably be expected to result in Borrower being designated as a Sanctioned Person. None of (i) the Borrower, any Subsidiary or to the knowledge of the Borrower or such Subsidiary any of their respective directors, officers or employees, or (ii) to the knowledge of the Borrower, any agent of the Borrower or any Subsidiary that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person.

(c) The Borrower is in compliance with all applicable Environmental Laws, except to the extent that the failure to so comply would not have a Material Adverse Effect.

#### Validity, etc.

This Agreement and each of the other Loan Documents constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by general equitable principles.

#### No Default, Event of Default or Prepayment Event

No Default, Event of Default or Prepayment Event has occurred and is continuing.

#### Litigation

There is no action, suit, litigation, investigation or proceeding pending or, to the knowledge of the Borrower, threatened against the Borrower, that (i) except as set forth in filings made by the Borrower with the SEC in the Borrower's reasonable opinion might reasonably be expected to materially adversely affect the business, operations or financial condition of the Borrower and its Subsidiaries (taken as a whole) (collectively, "Material Litigation") or (ii) purports to affect the legality, validity or enforceability of the Loan Documents or the consummation of the transactions contemplated hereby.

#### The Purchased Vessel

Immediately following the delivery of the Purchased Vessel to the Borrower under the Construction Contract, the Purchased Vessel will be:

- (a) legally and beneficially owned by the Borrower or one of the Borrower's wholly owned Subsidiaries,
- (b) registered in the name of the Borrower or one of the Borrower's wholly owned Subsidiaries under the Bahamian or Maltese flag or such other flag as the parties may mutually agree,
- (c) classed as required by Section 7.1.4(b),
- (d) free of all recorded Liens, other than Liens permitted by Section 7.2.3,

Page 73

- (e) insured against loss or damage in compliance with Section 7.1.5, and

- (f) exclusively operated by or chartered to the Borrower or one of the Borrower's wholly owned Subsidiaries.

#### Obligations rank pari passu

The Obligations rank at least pari passu in right of payment and in all other respects with all other unsecured unsubordinated Indebtedness of the Borrower other than Indebtedness preferred as a matter of law.



#### Withholding, etc.

As of the Effective Date, no payment to be made by the Borrower under any Loan Document is subject to any withholding or like tax imposed by any Applicable Jurisdiction.

#### No Filing, etc. Required

No filing, recording or registration and no payment of any stamp, registration or similar tax is necessary under the laws of any Applicable Jurisdiction to ensure the legality, validity, enforceability, priority or admissibility in evidence of this Agreement or the other Loan Documents (except for filings, recordings, registrations or payments not required to be made on or prior to the Disbursement Date or that have been made).

#### No Immunity

The Borrower is subject to civil and commercial law with respect to the Obligations. Neither the Borrower nor any of its properties or revenues is entitled to any right of immunity in any Applicable Jurisdiction from suit, court jurisdiction, judgment, attachment (whether before or after judgment), set-off or execution of a judgment or from any other legal process or remedy relating to the Obligations (to the extent such suit, court jurisdiction, judgment, attachment, set-off, execution, legal process or remedy would otherwise be permitted or exist).

#### Investment Company Act

The Borrower is not required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

#### Regulation U

The Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of the Loan will be used for a purpose which violates, or would be inconsistent with, F.R.S. Board Regulation U. Terms for which meanings are provided in F.R.S. Board Regulation U or any regulations substituted therefor, as from time to time in effect, are used in this Section with such meanings.

#### Accuracy of Information

The financial and other information (other than financial projections or other forward looking information) furnished to the Facility Agent and the Lenders in writing by or on behalf of the Borrower by its chief financial officer, treasurer or corporate

Page 74

---

controller in connection with the negotiation of this Agreement is, when taken as a whole, to the best knowledge and belief of the Borrower, true and correct and contains no misstatement of a fact of a material nature. All financial projections, if any, that have been furnished to the Facility Agent and the Lenders in writing by or on behalf of the Borrower by its chief financial officer, treasurer or corporate controller in connection with this Agreement have been or will be prepared in good faith based upon assumptions believed by the Borrower to be reasonable at the time made (it being understood that such projections are subject to significant uncertainties and contingencies, many of which are beyond the Borrower's control, and that no assurance can be given that the projections will be realised). All financial and other information furnished to the Facility Agent and the Lenders in writing by or on behalf of the Borrower by its chief financial officer, treasurer or corporate controller after the date of this Agreement shall have been prepared by the Borrower in good faith.

### ARTICLE VII COVENANTS

#### Affirmative Covenants

The Borrower agrees with the Facility Agent and each Lender that, from the Effective Date (or, where applicable, from such time as may be stated in any applicable provision below) until all Commitments have terminated and all Obligations have been paid in full, the Borrower will perform

the obligations set forth in this Section 7.1.

#### SECTION 7.1.1. Financial Information, Reports, Notices, Poseidon Principles etc.

The Borrower will furnish, or will cause to be furnished, to the Facility Agent (with sufficient copies for distribution to each Lender) the following financial statements, reports, notices and information:

- (a) as soon as available and in any event within 60 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Borrower, a copy of the Borrower's report on Form 10-Q (or any successor form) as filed by the Borrower with the SEC for such Fiscal Quarter, containing unaudited consolidated financial statements of the Borrower for such Fiscal Quarter (including a balance sheet and profit and loss statement) prepared in accordance with GAAP, subject to normal year-end audit adjustments;
- (b) as soon as available and in any event within 120 days after the end of each Fiscal Year of the Borrower, a copy of the Borrower's annual report on Form 10-K (or any successor form) as filed by the Borrower with the SEC for such Fiscal Year, containing audited consolidated financial statements of the Borrower for such Fiscal Year prepared in accordance with GAAP (including a balance sheet and profit and loss statement) and audited by PricewaterhouseCoopers LLP or another firm of independent public accountants of similar standing;
- (c) together with each of the statements delivered pursuant to the foregoing clause (a) or (b), a certificate, executed by the chief financial officer, the treasurer or the corporate controller of the Borrower, setting out, as of the last day of the relevant Fiscal Quarter **Executive's employment with Company**;
- (c) **solicit, induce,** or Fiscal Year, computations as to compliance with the covenants set forth in Section 7.2.4 (in reasonable detail and with appropriate calculations and computations in all respects

Page 75

reasonably satisfactory to the Facility Agent) it being understood and agreed that **influence** any such certificate supplied in respect of any Fiscal Quarter ending during the Financial Covenant Waiver Period shall still contain such calculations and computations but shall not be required to demonstrate compliance with the covenants set forth in Section 7.2.4;

- (d) as soon as possible after the occurrence of a Default or Prepayment Event, a statement of the chief financial **proprietor, partner, stockholder, lender, director,** officer, of the Borrower setting forth details of such Default or Prepayment Event (as the case may be) and the action which the Borrower has taken and proposes to take with respect thereto;
- (e) as soon as the Borrower becomes aware thereof, notice of any Material Litigation except to the extent that such Material Litigation is disclosed by the Borrower in filings with the SEC;
- (f) promptly after the sending or filing thereof, copies of all reports which the Borrower sends to all holders of each security issued by the Borrower, and all registration statements which the Borrower or any of its Subsidiaries files with the SEC or any national securities exchange;
- (g) such other information respecting the condition or operations, financial or otherwise, of the Borrower or any of its Subsidiaries as any Lender through the Facility Agent may from time to time reasonably request;
- (h) information that identifies the Borrower and any Affiliate of the Borrower party to a Loan Document, which may include the name and address of the Borrower and that Affiliate, the organisational documents of the Borrower and any such Affiliate and such other information that will allow the Facility Agent or a Lender and/or its Affiliates to comply with its obligations under the USA Patriot Act;
- (i) on or before the later of (i) 31 July and (ii) 30 days after its own receipt of a Statement of Compliance in each calendar year, supply, or procure the supply, to the Facility Agent (for distribution to Hermes, Finnvera and the Lenders) (in each case at the cost of the Borrower) of all information necessary in order for any Lender to comply with its obligations under the Poseidon Principles in respect of the preceding

year, including, without limitation, all ship fuel oil consumption data required to be collected and reported in accordance with Regulation 22A of Annex VI (as collated and reported to the Purchased Vessel's flag state using the verification report submitted to that flag state) and any Statement of Compliance, in each case relating to the Purchased Vessel for the preceding calendar year, provided always that such information shall be confidential information for the purposes of Section 11.15 and, accordingly, no Lender shall publicly disclose such information with the identity of the Purchased Vessel or the Borrower (or, if applicable, the Borrower's wholly owned Subsidiary that then owns the Purchased Vessel) without the prior written consent of the Borrower (it being expressly agreed however that, in accordance with the Poseidon Principles, such information will form part of the information published regarding the relevant Lender's portfolio climate alignment);

- (j) during the Financial Covenant Waiver Period, as soon as available and in any event within respectively five (5) Business Days, ten (10) and forty (40) days (or such other period as Hermes, Finnvera or the Lenders may require

from time to time) after the end of each monthly, bi-monthly and quarterly period (save that the period in respect of the final quarter of each Fiscal Year shall be sixty (60) days) from the Amendment Effective Date (as defined in Amendment Number Three), the information required by the Debt Deferral Extension Regular Monitoring Requirements (as such information requirements may be amended on the basis set out in the Debt Deferral Extension Regular Monitoring Requirements) (in reasonable detail and with appropriate calculations and computations in all respects reasonably satisfactory to the Facility Agent);

- (k) during the Financial Covenant Waiver Period, upon the request of the Hermes Agent or the Finnvera Agent (acting on the instructions of Hermes or Finnvera (as the case may be)), the Borrower and the Lenders shall provide information in form and substance satisfactory to Hermes or Finnvera (as the case may be) regarding arrangements in respect of Indebtedness for borrowed money of the Group then existing or any such Indebtedness to be incurred by or made available to (as the case may be) the Group pursuant to binding commitments (such information to be provided to Hermes or Finnvera (as the case may be) in accordance with the terms of the Hermes Agent's or the Finnvera Agent's request);

- (l) during the period from the Amendment Effective Date (as defined in Amendment Number Three) until the Minimum Liquidity Cut-off Date, within five Business Days after the end of each month falling during such period, a certificate, executed by the chief financial officer, the treasurer or the corporate controller of the Borrower, showing, as of the last day of the immediately preceding month, compliance with the covenant set forth in Section 7.2.4(C); provided that if, during such period, the Borrower is not in compliance with the covenant set forth in Section 7.2.4(C) as of the last day of such month, the Borrower shall show compliance with such covenant as of the date such certificate is delivered;

- (m) within 15 Business Days of the end of each month throughout the Early Warning Monitoring Period, a certificate, executed by the chief financial officer, the treasurer or the corporate controller of the Borrower, showing, as of the last day of the relevant month (i) the ratio of Adjusted Cash Balance as of the last day of the most recently completed month to the Monthly Outflow for the month most recently ended (and showing whether the Adjusted Cash Balance covers the Monthly outflow for at least the subsequent five-month period) and (ii) the Borrower's Adjusted EBITDA after Interest for the two consecutive Last Reported Quarters (in each case in reasonable detail and with appropriate calculations and computations in all respects reasonably satisfactory to the Facility Agent);

- (n) if the Borrower intends to make a Restricted Voluntary Prepayment, not less than ten Business Days prior to the anticipated making of a Restricted Voluntary Prepayment, the Borrower shall provide written notice to the Facility Agent of that Restricted Voluntary Prepayment (which notice shall set out in reasonable detail the terms of that Restricted Voluntary Prepayment);

- (o) as soon as the Borrower becomes aware thereof, notice (with a copy to the Hermes Agent, Hermes, the Finnvera Agent and Finnvera) of any matter that has, or may, result in a breach of Section 7.1.10;

(p) on one occasion during each calendar year until the Guarantee Release Date, the environmental plan of the Borrower (and including the Group's carbon emissions for the past two years (calculated according to methodologies defined by the IMO employee, joint venturer, investor, consultant, agent, lessor, supplier, customer or any other public methodology specified by the Borrower)) as required to be published pursuant to the letter of the Borrower issued pursuant to Amendment Number Three; and

(q) following the later to occur of (i) the end of the Financial Covenant Waiver Period and (ii) the repayment of all sums described as 'Deferred Tranches' in each ECA Financing of the Borrower and its Subsidiaries for which "Deferred Tranches" exist, within five Business Days of any Group Member agreeing to any new, modified person or substitute financial covenants of the type or similar to the financial covenants set out in Section 7.2.4 in respect of any of its Indebtedness for borrowed money, the Borrower shall provide written notice to the Facility Agent of such agreement (and setting out full details of the relevant new, modified or substitute financial covenants) and, if requested by the Facility Agent (acting upon the instructions of the Required Lenders), the Borrower and the Lenders shall discuss in good faith whether or not such new, modified or substitute financial covenants shall be incorporated into this Agreement and, if agreed, the parties shall promptly enter into an amendment agreement to reflect such agreement,

provided entity that information required to be furnished to the Facility Agent under subsections (a), (b), (g) and (p) of this Section 7.1.1 shall be deemed furnished to the Facility Agent when available free of charge on the Borrower's website at <http://www.rclinvestor.com> or the SEC's website at <http://www.sec.gov>.

#### SECTION 7.1.2. Approvals and Other Consents

The Borrower will obtain (or cause to be obtained) all such governmental licenses, authorisations, consents, permits and approvals as may be required for (a) each Obligor to perform its obligations under the Loan Documents to which it is has a party and (b) the operation of the Purchased Vessel in compliance business relationship with all applicable laws, except, in each case, to the extent that failure to obtain (or cause to be obtained) such governmental licenses, authorisations, consents, permits and approvals would not be expected to have a Material Adverse Effect.

#### SECTION 7.1.3. Compliance with Laws, etc.

The Borrower will, and will cause each of its Subsidiaries to, comply in all material respects with all applicable laws, rules, regulations and orders, except (other than as described in clause (a) below) to the extent that the failure to so comply would not have a Material Adverse Effect, which compliance shall in any case include (but not be limited to):

- (a) in the case of the Borrower, the maintenance and preservation of its corporate existence (subject to the provisions of Section 7.2.6);
- (b) in the case of the Borrower, maintenance of its qualification as a foreign corporation in the State of Florida;
- (c) the payment, before the same become delinquent, of all taxes, assessments and governmental charges imposed upon it or upon its property, except to

the extent being diligently contested in good faith by appropriate proceedings;

- (d) compliance with all applicable Environmental Laws;

- (e) compliance with all anti-money laundering laws and Anti-Corruption Laws applicable to the Borrower, including by not making or causing to be made any offer, gift or payment, consideration or benefit of any kind to anyone, either directly or indirectly, as an inducement or reward for the performance of any of the transactions contemplated by this Agreement to the extent the same would be in contravention of such applicable laws; and
- (f) the Borrower will maintain in effect policies and procedures designed to procure compliance by the Borrower, its Subsidiaries and their respective directors, officers and employees with Anti-Corruption Laws and applicable Sanctions.

#### SECTION 7.1.4. The Purchased Vessel

The Borrower will:

- (a) from the Actual Delivery Date, cause the Purchased Vessel to be exclusively operated by or chartered to the Borrower or one of the Borrower's wholly owned Subsidiaries, provided that the Borrower or such Subsidiary may charter out the Purchased Vessel (i) to entities other than the Borrower and the Borrower's wholly owned Subsidiaries and (ii) on a time charter with a stated duration not in excess of one year;
- (b) from the Actual Delivery Date, cause the Purchased Vessel to be kept in such condition as will entitle her to classification by a classification society of recognised standing;
- (c) on the Actual Delivery Date, provide the following to the Facility Agent with respect to the Purchased Vessel:
  - (i) evidence (in the form of a builder's certificate or bill of sale) as to the ownership of the Purchased Vessel by the Borrower or one of the Borrower's wholly owned Subsidiaries;
  - (ii) evidence of no recorded Liens on the Purchased Vessel, other than Liens permitted pursuant to Section 7.2.3; and
  - (iii) a copy of the protocol of delivery and acceptance in respect of the Purchased Vessel signed by the Builder and the Borrower, certified as a true and complete copy by an Authorised Officer of the Borrower.
- (d) within seven days after the Actual Delivery Date, provide the following to the Facility Agent with respect to the Purchased Vessel:
  - (i) evidence of the class of the Purchased Vessel; and
  - (ii) evidence as to all required insurance being in effect with respect to the Purchased Vessel.

Page 79

#### SECTION 7.1.5. Insurance

The Borrower will, from the Actual Delivery Date, maintain or cause to be maintained with responsible insurance companies insurance with respect to the Purchased Vessel against such casualties, third-party liabilities and contingencies and in such amounts, in each case, as is customary for other businesses of similar size in the passenger cruise line industry (provided that in no event will the Borrower or any Subsidiary be required to obtain any business interruption, loss of hire or delay in delivery insurance) and will, upon request of the Facility Agent, furnish to the Facility Agent (with sufficient copies for distribution to each Lender) at reasonable intervals a certificate of a senior officer of the Borrower **Company** or its relevant Subsidiary with respect to the Purchased Vessel setting forth the nature and extent of all insurance maintained by the Borrower and certifying as to compliance with this Section.

#### SECTION 7.1.6. Books and Records

The Borrower will keep books and records that accurately reflect all of its business affairs and transactions and permit the Facility Agent and each Lender or any of their respective representatives, at reasonable times and intervals and upon reasonable prior notice, to visit each of its offices, to discuss its financial matters with its officers and to examine any of its books or other corporate records.

#### SECTION 7.1.7. Finnish Authority and Hermes Requests

- (a) The Borrower shall, on the reasonable request of the Facility Agent, provide such information or documents as required under the Credit Support Documents as necessary in each case to enable the Lenders to obtain the full support of FEC and Finnvera as provided for in the Credit Support Documents. In particular but without limitation the Borrower shall provide to the Finnish Ministry such information as required for monitoring and supervision purposes and is relevant to the FEC Financing and the Borrower, the Facility Agent and each of the Original Lenders shall allow representatives of the Finnish Ministry to visit their offices for this purpose.

Where the Guarantee Holder as holder of the Finnvera Guarantee or, if applicable, the Second Finnvera Guarantee receives a request for any material amendment, consent or waiver under this Agreement, the Guarantee Holder shall ask for Finnvera's consent in respect of any such material amendment, consent or waiver (which consent shall not be unreasonably withheld or delayed). The Borrower and the Lenders acknowledge that Finnvera is entitled to instruct the Guarantee Holder, the FEC Lenders and, if applicable, the Finnvera Balancing Lenders how to exercise their rights regarding the FEC Loan or, if applicable, the Finnvera Balancing Loan under this Agreement. The Facility Agent shall procure that the Guarantee Holder shall comply, and the FEC Lenders and, if applicable, the Finnvera Balancing Lenders shall comply, with the written instructions and notices given by Finnvera and shall not exercise any rights under this Agreement in a manner inconsistent with such written instructions and notices of Finnvera, provided that any such instructions do not oblige the Guarantee Holder or any FEC Lender or, if applicable, any Finnvera Balancing Lender to act outside of or contrary to or in breach of its obligations under or the powers and authority conferred on each of them (acting in any capacity) under this Agreement. For the avoidance of

Page 80

doubt, nothing in this Section 7.1.7 shall affect the obligations of the Guarantee Holder under clause 4.2 of the Finnvera General Terms.

- (b) The Borrower shall, on the reasonable request of the Hermes Agent or the Facility Agent, provide such other information as required under the Hermes Insurance Policy and/or the Hermes Conditions as necessary in each case to enable the Hermes Agent, the Facility Agent or the Hermes Lenders to obtain the full support of Hermes and/or the government of the Federal Republic of Germany (as the case may be) pursuant to the Hermes Insurance Policy and/or the Hermes Conditions (as the case may be). The Borrower shall pay to the Hermes Agent, the Facility Agent or the Hermes Lenders the amount of all reasonable costs and expenses reasonably incurred by the Hermes Agent, the Facility Agent or the Hermes Lenders in connection with complying with a request by Hermes or the government of the Federal Republic of Germany for any additional information necessary or desirable in connection with the Hermes Insurance Policy or the Hermes Conditions; provided that the Borrower is consulted before the Hermes Agent, the Facility Agent or Hermes Lenders incurs any such cost or expense.

The Lenders shall not take any action that: (a) would have an adverse effect on the Hermes Insurance Policy; (b) would adversely impact the effectiveness of the Hermes Insurance Policy; or (c) would amend or otherwise modify the terms of the Hermes Insurance Policy in a manner that would impact any of the rights and obligations of the Borrower under this Agreement, other than in accordance with, or as contemplated by, the terms of this Agreement or as may be requested by the Borrower.

#### SECTION 7.1.8. Further assurances in respect of the Framework.

During the Financial Covenant Waiver Period, the Borrower will from time to time at the request of the Facility Agent promptly enter into good faith negotiations in respect of (a) amending this Agreement to remove the carve-out of Section 7.2.4 from the provisions of Section 9.1.5 and/or (b) amending the financial covenants set forth in this Agreement, resetting the testing of such financial covenants and/or supplementing those financial covenants with additional financial covenants. A failure to reach an agreement under this paragraph following such good faith negotiations shall not constitute an Event of Default or a Prepayment Event.

#### SECTION 7.1.9. Equal treatment with Pari Passu Creditors.

The Borrower undertakes with the Facility Agent that it shall ensure (and shall procure that each other Group Member shall ensure) that the Lenders are treated equally in all respects with all other Pari Passu Creditors, and accordingly:

- (a) the Borrower shall enter into similar debt deferral, covenant amendment and replacement and mandatory prepayment arrangements to those contemplated by Amendment Number Three in respect of each ECA Financing (and for this purpose including any financing which will, upon novation of the relevant facility agreement to the Borrower, become an ECA Financing) as soon as reasonably practicable after February 19, 2021 (with such amendments being on terms which shall not prejudice the rights of Hermes or Finnvera under this Agreement);

Page 81

- (b) the Borrower shall promptly upon written request, supply the Facility Agent, the Hermes Agent and the Finnvera Agent with information (in a form and substance satisfactory to the Facility Agent, Hermes Agent and Finnvera Agent) regarding the status of the amendments to be entered into in accordance with paragraph (a) above;
- (c) to enable the Borrower to comply with the requirements under paragraph (d) below, prior to any Group Member entering into any Restricted Credit Enhancement with a Pari Passu Creditor (other than a Restricted Credit Enhancement granted in accordance with Section 7.2.9(a)(ii)), the Borrower shall promptly notify the Facility Agent (and such notification shall include details of the new Lien or Group Member Guarantee and shall otherwise be in form and substance reasonably satisfactory to the Facility Agent); and
- (d) at the same time as any relevant Restricted Credit Enhancement is provided to the relevant Pari Passu Creditor (other than a Restricted Credit Enhancement granted in accordance with Section 7.2.9(a)(ii)), the Borrower, any other relevant Group Member and the Lenders shall enter into such documentation as may be necessary in the reasonable opinion of the Facility Agent to ensure that the Lenders benefit from that Restricted Credit Enhancement on the same terms as the relevant Pari Passu Creditor(s) and, where that Restricted Credit Enhancement is a Lien or a Group Member Guarantee, to share in that Lien or Group Member Guarantee on a pari passu basis (and the Lenders agree to enter into such intercreditor documentation to reflect such pari passu ranking (in a form and substance satisfactory to the Lenders (acting reasonably)) as may be required in connection with such arrangements).

#### SECTION 7.1.10. Performance of shipbuilding contract obligations.

The Borrower shall (and shall procure that each of its Subsidiaries shall) comply with its contractual commitments under and in respect of (i) each shipbuilding contract in existence as at April 1, 2020 (or which comes into existence Affiliates at any time during the Financial Covenant Waiver Period) entered into Restricted Period, to discontinue or reduce or modify the extent of such relationship with the Builder and (ii) any option agreement Company or similar binding contractual commitment (whether in respect of a firm order of a vessel or otherwise) in existence at April 1, 2020 (or which comes into existence at any time during the Financial Covenant Waiver Period) entered into by the Borrower (or any of its Subsidiaries) and the Builder in connection with the potential entry into Affiliates.

(d) Tolling During Periods of a shipbuilding contract at a future point in time (it being agreed that such obligation shall not require the Borrower or the relevant Subsidiary (as applicable) to exercise any option or other contractual right thereunder). Breach. Any changes which may need to be made under such shipbuilding contracts on or after April 1, 2020 The Restricted Period shall be negotiated by the Borrower tolled during any period that Executive is in good faith and on a best efforts basis so that the Borrower shall not unreasonably, unduly or without prior consultation with the Builder, delay or postpone the payment breach of pre-delivery instalments or the delivery of passenger cruise ships, in each case, under such shipbuilding contracts and the Borrower shall work together with the Builder to resolve any crisis-related vessel construction delays. Without prejudice to such requirement of the Borrower to negotiate in good faith and on a best efforts basis, this Section 7.1.10 shall be subject to any amendment to any such shipbuilding contract, option agreement, contract or other related document if such amendment has, in consultation with the Hermes Agent (acting on the instructions of Hermes) or the

Page 82



---

Finnvera Agent (acting on the instructions of Finnvera) (as the case may be), been agreed between the Borrower or, as the case may be, relevant Subsidiary and the Builder.

#### SECTION 7.1.11. Notice of written amendments to Construction Contract

The Borrower shall furnish to the Facility Agent, as soon as practicable after such amendment or modification is entered into, (a) each formal addendum to the Construction Contract (which on its face is identified as an addendum) and (b) notice of any other written amendment to or written modification of the Construction Contract (other than upward or downward adjustments resulting from change orders effected as contemplated by the express terms of the Construction Contract) that (i) relates to the amount of the Contract Price, (ii) relates to the date on which the Purchased Vessel is to be delivered or (iii) (either by itself or when aggregated with earlier amendments or modifications, if any) results in a decrease in the dimensions or capacity of the Purchased Vessel in terms of the number of passengers and/or staterooms by more than five per cent (5%), in each case to the extent that any of the same do not require approval pursuant to Section 7.2.8.

#### SECTION 7.1.12. Hedging Activities

The Borrower shall deliver to restrictive covenants so that Company and RCL are provided with the Facility Agent on a quarterly basis following the Effective Date, a schedule full benefit of the Weighted Average Rate, accompanied by copies full Restricted Period.

(e) Executive has carefully read and considered the provisions of confirmations or screen shots evidencing Sections 8, 9, and 10 hereof and agrees that the entry into, termination or modification of any trades or fixings effected during such quarter under any agreements entered into by the Borrower from time to time in spot or forward currency markets for the purchase of EUR with Dollars in order to pay the Contract Price or fix the NYC Applicable Rate.

#### Negative Covenants

The Borrower agrees with the Facility Agent and each Lender that, from the Effective Date until all Commitments have terminated and all Obligations have been paid and performed in full, the Borrower will perform the obligations restrictions set forth in such sections are fair and reasonable and are reasonably required for the protection of the interests of Company and its Affiliates, and to ensure that Executive devotes Executive's entire professional time, energy, and skills to the business of Company. Executive acknowledges that Executive is qualified to engage in businesses other than that described in this Section 7.2.

#### SECTION 7.1.13. Business Activities

The Borrower will 10. It is the belief of the parties, therefore, that the best protection that can be given to Company and its Affiliates that does not and will not permit in any way infringe upon the rights of its Subsidiaries Executive to engage in any principal business activity other than those engaged in by unrelated businesses is to provide for the Borrower and its Subsidiaries on the date hereof and other business activities reasonably related, ancillary or complementary thereto or that are reasonable extensions thereof.

#### SECTION 7.1.14. Indebtedness

Until the occurrence of the Guarantee Release Date (whereupon Section 7.2.2 of Exhibit R shall apply in accordance with Section 7.3), the Borrower will not permit any of the Existing Principal Subsidiaries to create, incur, assume or suffer to exist or otherwise become or be liable in respect of any Indebtedness, other than, without duplication, the following:

- (a) Indebtedness secured by Liens of the type described in Section 7.2.3;
- (b) Indebtedness owing to the Borrower or a direct or indirect Subsidiary of the Borrower;



(c) Indebtedness incurred restrictions described above. In view of the substantial harm which would result from a breach by Executive of Sections 8, 9, or 10, the parties agree that the restrictions contained therein shall be enforced to finance, refinance or refund the cost (including maximum extent permitted by law as more particularly set forth in Section 13 below. In the cost event that any of construction) of assets acquired after the Effective Date;

(d) Indebtedness in an aggregate principal amount, together with (but without duplication of) Indebtedness permitted to said restrictions shall be secured under Section 7.2.3(c), at any one time outstanding not exceeding (determined at the time of creation of such Lien or the incurrence held unenforceable by any Existing Principal Subsidiary court of competent jurisdiction, the parties hereto agree that it is their desire that such Indebtedness, court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and that as applicable) 10.0% of so modified, the total assets of the Borrower and its Subsidiaries taken covenant shall be as a whole fully enforceable as determined in accordance with GAAP as at the last day of the most recent ended Fiscal Quarter; and

(e) obligations in respect of Hedging Instruments entered into for the purpose of managing interest rate, foreign currency exchange or commodity exposure risk and not for speculative purposes; and

(f) Indebtedness of Silversea Cruise Holding Ltd. and its Subsidiaries ("Silversea") identified in Section 1 of Exhibit S hereto.

#### SECTION 7.1.15. Liens

Until the occurrence of the Guarantee Release Date (whereupon Section 7.2.2 of Exhibit R shall apply in accordance with Section 7.3), the Borrower will not, and will not permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien upon any of its property, revenues or assets, whether now owned or hereafter acquired, except:

(a) Liens on assets (including, without limitation, shares of capital stock of corporations and assets owned by any corporation that becomes a Subsidiary of the Borrower after the Effective Date) acquired after the Effective Date (whether by purchase, construction or otherwise) if it had been set forth herein by the Borrower or parties.

11. **NON-DISPARAGEMENT.** During the Term and following the termination of Executive's employment for any of its Subsidiaries (other than (x) an Existing Principal Subsidiary or (y) any other Principal Subsidiary which, reason, Executive shall not, at any time, after three months after directly or indirectly, (i) make derogatory or disparaging statements about Company or its Affiliates, (ii) publish, provide, or approve any unauthorized statements about or relating to Company or its Affiliates, or (iii) take any actions that might reasonably be considered to be detrimental to Company or its Affiliates.

12. **COOPERATION.** The parties agree that certain matters in which Executive will be involved may necessitate Executive's cooperation in the acquisition future. Accordingly, during the Term and following the termination of a Vessel, owns a Vessel free of Executive's employment for any mortgage Lien), which Liens were created solely for the purpose of securing Indebtedness representing, or incurred to finance, refinance or refund, the cost (including the cost of construction) of such assets, so long as (i) the acquisition of such assets is not otherwise prohibited by the terms of this Agreement and (ii) each such Lien is created within three months after the acquisition of the relevant assets;

(b) the Construction Mortgage but only reason, to the extent that the same is discharged on the Actual Delivery Date;

(c) in addition to other Liens permitted under this Section 7.2.3, Liens securing Indebtedness in an aggregate principal amount, together reasonably requested by Company, Executive shall cooperate with (but without duplication of) Indebtedness permitted under Section 7.2.2(d), at any one time outstanding not exceeding (determined at the time of creation of such Lien or the incurrence by any Existing Principal Subsidiary of such Indebtedness, as applicable) (i) 10.0% of the total assets of the Borrower and its Subsidiaries (the "Lien Basket Amount") taken as a whole as determined in accordance with GAAP as at the last day of the most recent ended Fiscal Quarter; provided, however that, if, at any time, the Senior Debt Rating of the Borrower is less than Investment Grade as given by both Moody's and S&P, the Lien Basket Amount shall be the greater of (x) 5.0% of the total assets of the Borrower and its Subsidiaries taken as a whole as determined in

accordance with GAAP as at the last day of the most recent ended Fiscal Quarter and (y) \$735,000,000;

- (d) Liens on assets acquired after the Effective Date by the Borrower or any of its Subsidiaries (other than by (x) any Subsidiary that is an Existing Principal Subsidiary or (y) any other Principal Subsidiary which, at any time, owns a Vessel free of any mortgage Lien) so long as (i) the acquisition of such assets is not otherwise prohibited by the terms of this Agreement and (ii) each of such Liens existed on such assets before the time of its acquisition and was not created by the Borrower or any of its Subsidiaries in anticipation thereof;
- (e) Liens on any asset of any corporation that becomes a Subsidiary of the Borrower (other than a corporation that also becomes a Subsidiary of an Existing Principal Subsidiary) after the Effective Date so long as (i) the acquisition or creation of such corporation by the Borrower is not otherwise prohibited by the terms of this Agreement and (ii) such Liens are in existence at the time such corporation becomes a Subsidiary of the Borrower and were not created by the Borrower or any of its Subsidiaries in anticipation thereof;
- (f) Liens securing Government-related Obligations;
- (g) Liens for taxes, assessments or other governmental charges or levies not at the time delinquent or thereafter payable without penalty or being diligently contested in good faith by appropriate proceedings;
- (h) Liens of carriers, warehousemen, mechanics, materialmen and landlords incurred in the ordinary course of business for sums not overdue by more than 60 days or being diligently contested in good faith by appropriate proceedings;
- (i) Liens incurred in the ordinary course of business Company in connection with workers' compensation, unemployment insurance matters relating to Company's or its Affiliates' business and/or Executive's service to Company. Company shall make reasonable efforts to minimize disruption of Executive's other forms of governmental insurance or benefits;
- (j) Liens activities, and Company shall reimburse Executive for current crew's wages and salvage;
- (k) Liens arising by operation of law as the result of the furnishing of necessities for any Vessel so long as the same are discharged in the ordinary course of business or are being diligently contested in good faith by appropriate proceedings;
- (l) Liens on Vessels that:
  - (i) secure obligations covered (or reasonably expected to be covered) by insurance;
  - (ii) were incurred in the course of or incidental to trading such Vessel in connection with repairs or other work to such Vessel; or
  - (iii) were reasonable expenses incurred in connection with work such cooperation.

13. **REMEDIES.** The provisions of Sections 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement as set forth therein, regardless of the circumstances or reasons for such termination, and inure to such Vessel that is required the benefit of Company and its Affiliates. The restrictions set forth in Sections 8, 9, 10, and 11 are considered to be performed pursuant to applicable law, rule, regulation or order;

provided that, in each case described in this clause (l), such Liens are either (x) discharged in the ordinary course of business or (y) being diligently contested in good faith by appropriate proceedings;

- (m) normal and customary rights of set-off upon deposits of cash or other Liens originating solely by virtue of any statutory or common law provision relating to bankers' liens, rights of set-off or similar rights in favour of banks or other depository institutions;
- (n) Liens in respect of rights of set-off, recoupment and holdback in favour of credit card processors securing obligations in connection with credit card processing services incurred in the ordinary course of business;

(o) Liens on cash or Cash Equivalents or marketable securities securing:

(i) obligations in respect of Hedging Instruments entered into reasonable for the purpose purposes of managing interest rate, foreign currency exchange or commodity exposure risk and not for speculative purposes; or

(ii) letters of credit that support such obligations;

(p) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business and deposits securing liabilities to insurance carriers under insurance or self-insurance arrangements;

(q) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower or any Subsidiary;

(r) licenses, sublicenses, leases or subleases granted to other Persons not materially interfering with the conduct of protecting the business of Company. Company and Executive acknowledge that Company would be irreparably harmed and that monetary damages would not provide an adequate remedy to Company or its Affiliates if the Borrower covenants contained in Sections 8, 9, 10, and 11 were not complied with in accordance with their terms. Accordingly, Executive agrees that Company or any of its Subsidiaries; and

(s) Liens on any property of Silversea identified in Section 2 of Exhibit S,

provided, however, that from February 19, 2021 until the Guarantee Release Date, no Group Member Affiliates shall be entitled to grant any Lien injunctive and other equitable relief to secure the enforcement of the type referred to these provisions, in paragraphs (a) to (d) over any ECA Financed Vessel.

SECTION 7.1.16. Financial Condition The Borrower will not permit:

a. Net Debt to Capitalisation Ratio, as at the end of any Fiscal Quarter, to be greater than the applicable level set forth in the table below (the "NDCR Table") opposite such Fiscal Quarter under the below heading "Net Debt to Capitalisation Ratio":

Fiscal Quarter Ending	Net Debt to Capitalisation Ratio
December 31, 2022	0.750 to 1 (for financial reporting purposes only)
March 31, 2023	0.725 to 1
June 30, 2023	0.725 to 1
September 30, 2023	0.700 to 1
December 31, 2023	0.700 to 1
March 31, 2024	0.700 to 1
June 30, 2024	0.700 to 1
September 30, 2024	0.675 to 1
December 31, 2024	0.650 to 1
March 31, 2025 and thereafter	0.625 to 1

Provided however that unless the Borrower, the Facility Agent, the Finnvera Agent (acting upon the instructions of Finnvera) and the Hermes Agent (acting upon the instructions of Hermes) have agreed otherwise in writing, if each of Hermes and Finnvera has issued its written consent (the "NDCR Adjustment Consent") to the adjustment of the figures in the NDCR Table as set out below, the figures in the NDCR Table shall automatically be adjusted and replaced with effect from the date of the NDCR Adjustment Consent so as to read as follows as set out in the table below (the "Further Revised NDCR Table"):

Page 87

Fiscal Quarter Ending	Net Debt to Capitalisation Ratio
December 31, 2022	0.750 to 1 (for financial reporting purposes only)
March 31, 2023	0.750 to 1
June 30, 2023	0.750 to 1
September 30, 2023	0.750 to 1
December 31, 2023	0.750 to 1
March 31, 2024	0.725 to 1
June 30, 2024	0.700 to 1
September 30, 2024	0.675 to 1
December 31, 2024	0.650 to 1
March 31, 2025 and thereafter	0.625 to 1

and accordingly with effect from the date of the NDCR Adjustment Consent the Borrower will instead not permit the Net Debt to Capitalization Ratio, as at the end of any Fiscal Quarter, to be greater than the applicable level set forth in the Further Revised NDCR Table. Where each of Hermes and Finnvera issues the NDCR Adjustment Consent the Facility Agent shall communicate such consent promptly to the other parties to this Agreement;

- b. Fixed Charge Coverage Ratio to be less than 1.25 to 1 as at the last day of any Fiscal Quarter; and c. if, at any time, the Senior Debt Rating of the Borrower is less than Investment Grade, as given by both Moody's and S&P, Stockholders' Equity to be less than, as at the last day of any Fiscal Quarter, the sum of (i) the applicable Starting Threshold plus (ii) 50% of the consolidated net income of the Borrower and its Subsidiaries for the period commencing on January 1, 2007 and ending on the last day of the Fiscal Quarter most recently ended (treated for these purposes as a single accounting period, but in any event excluding any Fiscal Quarters for which the Borrower and its Subsidiaries have a consolidated net loss).

Page 88

For the purposes of this paragraph c., "Starting Threshold" shall mean, for the Fiscal Quarter:

- (i) up to and ending on March 31, 2023, \$3,000,000,000;
- (ii) ending on June 30, 2023, \$3,250,000,000;
- (iii) ending on September 30, 2023, \$3,500,000,000;
- (iv) ending on December 31, 2023, \$3,750,000,000;
- (v) ending on March 31, 2024, \$4,000,000,000; and
- (vi) ending on June 30, 2024 and for each Fiscal Quarter falling after June 30, 2024, \$4,150,000,000.

In connection with the determination of Stockholders' Equity for the Fiscal Quarter ended March 31, 2023 or, if later, the last full Fiscal Quarter to end prior to the 4.25% Maturity Date, the Borrower hereby undertakes that it will act in good faith and will provide to the Facility Agent no later than March 25, 2023 or, if later, no later than 6 days prior to the end of the last full Fiscal Quarter to end prior to the 4.25% Maturity Date written confirmation of the actual amount of 4.25% Converted Debt it has elected to settle (i) in equity, (ii) in cash and (iii) in cash generated from equity issued for the purpose of settling the 4.25% Converted Debt obligation in cash, together with copies of all notices of conversion provided to the noteholders pursuant to section 14.02 of the 4.25% Convertible Notes Indenture.

In connection with the determination of Stockholders' Equity for the Fiscal Quarter ended September 30, 2023 or, if later, the last full Fiscal Quarter to end prior to the 2.875% Maturity Date, the Borrower hereby undertakes that it will act in good faith and will provide to the Facility Agent no later than September 24, 2023 or, if later, no later than 6 days prior to the end of the last full Fiscal Quarter to end prior to the 2.875% Maturity Date written confirmation of the actual amount of 2.875% Converted Debt it has elected to settle (i) in equity, (ii) in cash and (iii) in cash generated from equity issued for the purpose of settling the 2.875% Converted Debt obligation in cash, together with copies of all notices of conversion provided to the noteholders pursuant to section 14.02 of the 2.875% Convertible Notes Indenture.

**SECTION 7.2.4(A). Most favoured lender with respect to Financial Covenants.** If, from the start of the Financial Covenant Waiver Period until the later to occur of (i) the end of the Financial Covenant Waiver Period and (ii) the repayment of all sums described as 'Deferred Tranches' in each ECA Financing of the Borrower and its Subsidiaries for which "Deferred Tranches" exist, any Group Member agrees, in respect of any of its Indebtedness for borrowed money, to any new, modified or substitute financial covenants of the type or similar to the financial covenants set out in Section 7.2.4 above then (a) the Borrower shall notify the Facility Agent in writing within five Business Days of such new, modified or substitute financial covenants being agreed with the relevant creditor(s) and (b) if required by the Lenders, the Borrower and the Lenders shall, as soon as practicable thereafter, enter into an amendment to this Agreement to incorporate the new, modified or substitute financial covenants.

**SECTION 7.2.4(B). Notification of change to financial covenants.** If, other than as notified in writing by the Borrower to the Facility Agent prior to the date of Amendment Number Three, at any time during the Financial

Covenant Waiver Period the last day of a financial covenant waiver period under any of the agreements in respect of any of the Borrower's other Indebtedness shall be amended such that it falls prior to December 31, 2022, the Borrower shall notify the Facility Agent.

**SECTION 7.2.4(C). Minimum liquidity.**

- a. The Borrower will not allow the aggregate amount of unrestricted cash and Cash Equivalents of the Borrower and its Subsidiaries as determined in accordance with GAAP to be less than the Adjustable Amount as of (a) the last day of any calendar month from the Amendment Effective Date (as defined in Amendment Number Three) until the earlier to occur of (i) the date of repayment or prepayment of all sums described as 'Deferred Tranches' in each ECA Financing of the Borrower and its Subsidiaries for which "Deferred Tranches" exist and (ii) the Add Back End Date (the "Minimum Liquidity Cut-off Date"), or (b) if the Borrower is not in compliance with the requirements of this Section 7.2.4(C) as of the last day of any calendar month falling prior to the Minimum Liquidity Cut-off Date, the date that the certificate required by Section 7.1.1(l) with respect to such month is delivered to the Facility Agent demonstrating such compliance; and

- b. for the purposes of this Section 7.2.4(C) (*Minimum Liquidity*), on and from 1 October 2022, the calculation of unrestricted cash and Cash Equivalents shall also include the aggregate amount of any amounts available to be drawn by the Borrower and/or any of its Subsidiaries under committed but undrawn term loan or revolving credit facility agreements where such amounts are to be made available for general corporate purposes or which would, once utilised, otherwise increase the liquidity of the Borrower or the relevant Subsidiary.

#### SECTION 7.1.17. *Additional Undertakings*

From the effectiveness of Amendment Number Two, and notwithstanding anything to the contrary set out in this Agreement or any other Loan Document:

- (a) *First Priority Guarantee Matters*. Until the occurrence of a First Priority Release Event:

(i) the Borrower will not form, create, acquire or otherwise establish any new Subsidiaries that own, directly or indirectly, the Equity Interests of the First Priority Guarantor (and will not permit any such new Subsidiary to own, directly or indirectly, any such Equity Interests);

(ii) the First Priority Guarantor will not form, create, acquire or otherwise establish any new Subsidiaries that own, directly or indirectly, the Equity Interests of any Principal Subsidiary (and will not permit any such new Subsidiary to own, directly or indirectly, any such Equity Interests);

(iii) the First Priority Guarantor will not incur any additional Indebtedness for borrowed money (including any guarantees in respect of Indebtedness), except in connection with any Other Guarantees;

(iv) neither Celebrity Cruises Holdings Inc. nor Celebrity Cruises Inc will incur any additional Indebtedness for borrowed money (including any guarantees in respect of Indebtedness), except in

Page 90

connection with the Secured Note Indebtedness or any Permitted Refinancing thereof; and

(v) the Borrower shall not, and shall procure that each other Subsidiary will not, Dispose of any First Priority Assets or any Equity Interests in a Subsidiary that owns, directly or indirectly, any First Priority Assets, other than:

(A) addition to any other entity that is a First Priority Guarantor;

(B) if the fair market value thereof, together with the fair market value of all other Dispositions of First Priority Assets made after the effectiveness of Amendment Number Two (but for this purpose excluding any Disposition of the type referred to in the foregoing clause (A) and any Disposition, the net proceeds of remedy which are applied in accordance with the following clause (C)) is less than the sum of:

(x) \$250,000,000 plus

(y) the fair market value of any asset (other than (1) current assets, intercompany debt or equity instruments and (2) First Priority Assets or other assets owned by another First Priority Guarantor immediately prior to acquisition) acquired by any First Priority Guarantor after the effectiveness of Amendment Number Two; or

(C) if the net proceeds therefrom are applied in accordance with Section 4.09(b)(i) or 4.09(b)(iii) of the Secured Note Indenture, to the extent applicable at such time; provided, however, that if, within 450 days of such Disposition, any net proceeds of such Disposition have not been utilized in accordance with such provisions and are retained by the Borrower or any Subsidiary after such application (such retained net proceeds, "Excess Proceeds"), then:

- (1) if not already held by a First Priority Guarantor, such Excess Proceeds shall be promptly transferred to a First Priority Guarantor to be (x) retained in an account and on the balance sheet of that First Priority Guarantor and (y) used solely (i) for capital expenditures for the benefit of the remaining First Priority Assets or for the purposes of any asset

Page 91

purchase by that First Priority Guarantor or (ii) to make an offer to each ECA Guarantor in accordance with the following sub-clause (2); or

- (2) where the Borrower has elected to utilize the Excess Proceeds in the manner referred to in (ii) above, the Borrower shall make a written offer contemporaneously to each ECA Guarantor to apply such Excess Proceeds as a pro rata prepayment of the Loan and the Indebtedness under each other ECA Financing that is pari passu in right of payment to the Obligations. If any ECA Guarantor provides written notice to the Borrower within 90 days of such offer accepting such offer, the Borrower shall prepay the relevant Indebtedness notified to it within 10 Business Days (or such longer period as may be agreed with the lenders under each relevant ECA Financing being prepaid) of the date of receipt of such notice. If any ECA Guarantor fails available to accept such offer within the said 90 days referred to above, then the pro rata portion of such Excess Proceeds that would have been applied to prepay the ECA Financings with respect to such ECA Guarantor if such offer was accepted shall be retained and applied in accordance with the foregoing sub-clause (1)(i).

(b) Second Priority Guarantee Matters. Until the occurrence of a Second Priority Release Event:

- (i) the Borrower will not, and will not permit any of Company or its Subsidiaries to, form, create, acquire or otherwise establish any new Subsidiaries that own, directly or indirectly, the Equity Interests of any Second Priority Guarantor (and will not permit any such new Subsidiary to own, directly or indirectly, any such Equity Interests);
- (ii) no Second Priority Guarantor will form, create, acquire or otherwise establish any new Subsidiaries that own, directly or indirectly, the Equity Interests of any Principal Subsidiary (and will not permit any such new Subsidiary to own, directly or indirectly, any such Equity Interests); and
- (iii) the Borrower shall not, and shall procure that each other Subsidiary shall not, Dispose of any Second Priority Assets or any Equity

Page 92

Interests in a Subsidiary that owns, directly or indirectly, any Second Priority Assets, other than:

- (A) to any other entity that is a Second Priority Guarantor; or

(B) if the fair market value thereof, together with the fair market value of all other Dispositions of Second Priority Assets made after the effectiveness of Amendment Number Two (but for this purpose excluding any Disposition of the type referred to in the foregoing clause (A)) is less than the sum of:

(x) \$250,000,000 *plus*

(y) the fair market value of any asset (other than (1) current assets, intercompany debt or equity instruments and (2) Second Priority Assets or other assets owned by another Second Priority Guarantor immediately prior to acquisition) acquired by any Second Priority Guarantor after the effectiveness of Amendment Number Two.

(c) Third Priority Guarantee Matters. Until the occurrence of a Third Priority Release Event:

(i) the Borrower will not form, create, acquire or otherwise establish any new Subsidiaries that own, directly or indirectly, the Equity Interests of the Third Priority Guarantor (and will not permit any such new Subsidiary to own, directly or indirectly, any such Equity Interests);

(ii) the Third Priority Guarantor will not form, create, acquire or otherwise establish any new Subsidiaries that own, directly or indirectly, the Equity Interests of any Principal Subsidiary (and will not permit any such new Subsidiary to own, directly or indirectly, any such Equity Interests); and

(iii) the Borrower shall not, and shall procure that each other Subsidiary will not, Dispose of any Third Priority Assets or any Equity Interests in a Subsidiary that owns, directly or indirectly, any Third Priority Assets, other than:

(A) to any other entity that is a Third Priority Guarantor;

(B) if the fair market value thereof, together with the fair market value of all other Dispositions of Third Priority Assets made after the effectiveness of Amendment Number Two (but for this purpose excluding any Disposition of the type referred to in the foregoing clause (A) and any Disposition, the

Page 93

net proceeds of which are applied in accordance with the following clause (C)) is less than the sum of:

(x) \$250,000,000 *plus*

(y) the fair market value of any asset (other than (1) current assets, intercompany debt or equity instruments and (2) Third Priority Assets or other assets owned by another Third Priority Guarantor immediately prior to acquisition) acquired by any Third Priority Guarantor after the effectiveness of Amendment Number Two; or

(C) if the net proceeds therefrom are applied in accordance with those provisions of the Unsecured Note Indenture and/or the definitive documentation governing the DDTL Indebtedness to the extent applicable at the time which allow the Borrower to make an offer to prepay and/or repay the debt evidenced by the Unsecured Note Indenture and/or DDTL Indebtedness, as applicable; provided that, if any such net proceeds are retained by the Borrower or any Subsidiary after such application, the Borrower shall promptly repay or redeem all or any portion of any Indebtedness that is *pari passu* or senior in right of payment to the Obligations and for which a Third Priority Guarantor is a guarantor, in each case, subject to the terms of the documentation governing such Indebtedness (including the DDTL Indebtedness, the Unsecured Note Indebtedness, any Bank Indebtedness, any Credit Card Obligations, the Loan and any other Indebtedness under an ECA Financing); provided, further, that any repayment



of Indebtedness under any revolving credit agreement pursuant to this paragraph shall be accompanied by a corresponding permanent reduction in the related revolving credit commitments.

(d) **New Guarantor Matters.** In the event the Borrower or any of its Subsidiaries acquires an ECA Financed Vessel:

(i) the Borrower will, within 15 Business Days of the purchase of the relevant ECA Financed Vessel, cause the applicable New Guarantor to provide (A) an Additional Guarantee, together with each equivalent Other Guarantee required to be provided under the terms of the other ECA Financings (as amended from time to time) and (B) all documents and information required by the Lenders in order to satisfy any applicable "know your customer" checks and any other reasonable condition precedent requirements of the Lenders (excluding, for the

Page 94

avoidance of doubt, legal opinions); provided that, in each case, if such New Guarantor is party to a Senior Guarantee at such time, the Facility

Page 95

Agent shall have contemporaneously entered into a New Guarantor Subordination Agreement; and

(ii) until the occurrence of a Second Priority Release Event and a Third Priority Release Event:

(A) the Borrower will not permit the applicable New Guarantor to incur any Indebtedness for borrowed money (including any guarantees in respect of Indebtedness) other than the applicable Additional Guarantee, any Other Guarantee and any Senior Guarantee;

(B) the Borrower will not permit the Principal Subsidiary that acquires the relevant ECA Financed Vessel to incur any Indebtedness for borrowed money (including any guarantees in respect of Indebtedness);

(C) notwithstanding any other provision of this Agreement, the Borrower will not, and shall procure that no other Subsidiary shall, Dispose of (whether to a Group Member or otherwise) the relevant ECA Financed Vessel (or any equity interests in a Subsidiary that owns, directly or indirectly, such ECA Financed Vessel); provided that (1) such ECA Financed Vessel may be exclusively operated by or chartered to the Borrower or one of the Borrower's wholly owned Subsidiaries and (2) the Borrower or such Subsidiary may charter out such ECA Financed Vessel (x) to entities other than the Borrower and the Borrower's wholly owned Subsidiaries and (y) on a time charter with a stated duration not in excess of one year; and

(D) notwithstanding the provisions of Sections 7.2.2 and 7.2.3, the Borrower will not, and will not permit any of its Subsidiaries to create, incur, assume or suffer to exist any Lien upon the relevant ECA Financed Vessel, other than Liens permitted under Section 7.2.3 that do not secure Indebtedness for borrowed money.

(e) **Further Assurances.** At the Borrower's reasonable request, the Facility Agent shall execute (i) any Additional Subordination Agreement or any Subordination Agreement, in substantially the form attached hereto as Exhibit N or Exhibit O with such changes, or otherwise in form

and substance, reasonably satisfactory to the Facility Agent (acting upon the instructions of the Majority Lenders) to ensure the required priority of the Second Priority Guarantee and the Third Priority Guarantee and (ii) any New Guarantor Subordination Agreement contemporaneously with the execution of any Senior Guarantee by a New Guarantor if such New Guarantor has granted an Additional Guarantee at such time.

Page 96

(f) Amount of Indebtedness. The Borrower shall ensure that:

(i) the maximum aggregate principal amount of Bank Indebtedness (or any Permitted Refinancing thereof) guaranteed by the Second Priority Guarantors shall not exceed, in the aggregate, \$5,300,000,000 (or its equivalent in any other currency) until the occurrence of a First Priority Release Event, a Second Priority Release Event, and a Third Priority Release Event;

(ii) the maximum aggregate principal amount of Unsecured Note Indebtedness and DDTL Indebtedness (or any Permitted Refinancing of either of them), in each case, guaranteed by the Third Priority Guarantor shall not exceed, in the aggregate, \$1,700,000,000 (or its equivalent in any other currency) until the occurrence of a Third Priority Release Event;

(iii) until the occurrence of a Second Priority Release Event, none of the Second Priority Guarantors will grant any guarantee that is pari passu with or senior to its obligations under the Second Priority Guarantee, except in connection with (A) any Bank Indebtedness or any Permitted Refinancing thereof, (B) any Credit Card Obligations or (C) any Other Guarantees, provided that each Other Guarantee shall be on terms no more favourable in any material respect (including for this purpose the priority of that guarantee) than that currently provided by that Second Priority Guarantor in connection with the relevant Indebtedness; and

(iv) until the occurrence of a Third Priority Release Event, the Third Priority Guarantor will not grant any guarantee that is pari passu with or senior to its obligations under the Third Priority Guarantee, except in connection with (A) any Bank Indebtedness, Unsecured Note Indebtedness, DDTL Indebtedness or any Permitted Refinancing of any thereof, (B) any Credit Card Obligations or (C) any Other Guarantees, provided that each Other Guarantee shall be on terms no more favourable in any material respect (including for this purpose the priority of that guarantee) than that currently provided by the Third Priority Guarantor in connection with the relevant Indebtedness.

(g) Release of Guarantees. The Borrower agrees to give the Facility Agent written notice of the occurrence of any First Priority Release Event, Second Priority Release Event or Third Priority Release Event. The Facility Agent agrees, subject to the proviso (2) below, that:

(i) the First Priority Guarantee shall be automatically released upon the occurrence of a First Priority Release Event;

(ii) the Second Priority Guarantee shall be automatically released upon the occurrence of a Second Priority Release Event;

(iii) the Third Priority Guarantee shall be automatically released upon the occurrence of a Third Priority Release Event; and

Page 97

(iv) each Additional Guarantee shall be automatically released upon the occurrence of both a Second Priority Release Event and a Third Priority Release Event,

provided (1) in each case, and subject to the proviso (2) below, that upon the Borrower's request, the Facility Agent shall promptly confirm in writing the release of the applicable Guarantee following the occurrence of the relevant release event and (2) where the Borrower is of the opinion that it would, if the Guarantee Release Date was to occur, be in breach of the provisions of Section 7.2.2 as set out in Exhibit R (and which would otherwise come into effect on that Guarantee Release Date) on the Guarantee Release Date, the Borrower shall be entitled, by serving written notice on the Facility Agent, the Hermes Agent and the Finnvera Agent, to request that the Guarantee Release Date be postponed until such time as the Borrower is satisfied that it will be able to comply with the provisions of the said Section 7.2.2. Where the Borrower issues a notice pursuant to this proviso (2) it agrees that it shall use all reasonable endeavors and take all appropriate action as may be practicable at such time to enable it to comply with the said Section 7.2.2 as soon as practicable following the date that the Guarantee Release Date would have occurred but for this proviso (2) so that the Guarantee Release Date can then occur and, as soon as it is satisfied that it will be able to comply with the said Section 7.2.2, it will promptly serve a further written notice on the Facility Agent, the Hermes Agent and the Finnvera Agent. Upon receipt of this further notice, the provisions of this paragraph (g) shall once again apply and the Facility Agent shall then take the action required of it to enable the Guarantee Release Date to occur.

#### SECTION 7.1.18. Consolidation, Merger, etc.

The Borrower will not, and will not permit any of its Subsidiaries to, liquidate or dissolve, consolidate with, or merge into or with, any other corporation except:

- (a) any such Subsidiary may (i) liquidate or dissolve voluntarily into, and may merge with and into, the Borrower or any other Subsidiary, and the assets or stock of any Subsidiary may be purchased or otherwise acquired by the Borrower or any other Subsidiary or (ii) merge with and into another Person in connection with a sale or other disposition permitted by Section 7.2.7; and
- (b) so long as no Event of Default or Prepayment Event has occurred and is continuing or would occur after giving effect thereto, the Borrower or any of its Subsidiaries may merge into any other Person, or any other Person may merge into the Borrower or any such Subsidiary, or the Borrower or any of its Subsidiaries may purchase or otherwise acquire all or substantially all of the assets of any Person, in each case so long as:
  - (i) after giving effect thereto, the Stockholders' Equity of the Borrower Affiliates, Company and its Subsidiaries is at least equal to 90% of such Stockholders' Equity immediately prior thereto; and
  - (ii) in the case of a merger involving the Borrower where the Borrower is not the surviving corporation:

Page 98

- (A) the surviving corporation shall have assumed in writing, delivered to the Facility Agent, all of the Borrower's obligations hereunder and under the other Loan Documents;
- (B) the surviving corporation shall, promptly upon the request of the Facility Agent or any Lender, supply such documentation and other evidence as is reasonably requested by the Facility Agent or any Lender in order for the Facility Agent or such Lender to carry out and be satisfied it has complied with the results of all necessary "know your customer" or other similar checks under all applicable laws and regulations; and
- (C) as soon as practicable after receiving notice from the Borrower of such merger, and in any event no later than five Business Days after the delivery of such notice, for a surviving corporation that is organized under the laws of a jurisdiction other than of the United States or a political subdivision thereof or Liberia, any Lender that may not legally lend to, establish credit for the account of and/or do any business whatsoever with such surviving corporation, either directly or through an Affiliate of such Lender (a "Protesting Lender") shall so notify the Borrower and the Facility

Agent in writing. With respect to each Protesting Lender, the Borrower shall, effective on or before the date that such surviving corporation shall have the right to borrow hereunder, notify the Facility Agent and such Protesting Lender that the Commitments of such Protesting Lender shall be terminated; provided that such Protesting Lender shall have received one or more payments from either the Borrower or one or more assignees in an aggregate amount at least equal to the aggregate outstanding principal amount of the Loan owing to such Protesting Lender, together with accrued interest thereon to the date of payment of such principal amount and all other amounts payable to such Protesting Lender under this Agreement.

#### SECTION 7.1.19. Asset Dispositions, etc.

Subject to Section 7.2.5, the Borrower will not, and will not permit any of its Subsidiaries to, sell, transfer, contribute or otherwise convey, or grant options, warrants or other rights with respect to, all or substantially all of the assets of (a) the Borrower or (b) the Subsidiaries of the Borrower, taken as a whole, except sales of assets between or among the Borrower and Subsidiaries of the Borrower.

#### SECTION 7.1.20. Construction Contract

Page 99

The Borrower will not amend or modify any term or condition of the Construction Contract if such amendment or modification results in (i) a change of type of the Purchased Vessel or (ii) (either by itself or when aggregated with earlier amendments or modifications, if any) a decrease in the capacity of the Purchased Vessel in terms of the number of passengers and/or staterooms by more than five per cent (5%) or (iii) the Purchased Vessel being unable to comply with applicable laws (including Environmental Laws) if, in the reasonable opinion of each of Finnvera and the Hermes Agent, such inability has or could reasonably be expected to have a Material Adverse Effect.

#### SECTION 7.1.21. Framework Lien and Guarantee Restriction.

From February 19, 2021 until the Guarantee Release Date, and without prejudice to Section 7.2.3, the Borrower shall not (and shall procure that each other Group Member shall not, save in respect of a Restricted Credit Enhancement of the type referred to in Section 7.1.9(d) (and in respect of which the Lenders therefore receive the benefit)):

(a) grant any Restricted Credit Enhancement in respect of any Indebtedness for borrowed money, provided that:

(i) subject to the limitations set out in paragraph (b) below, this paragraph (a) shall not prohibit any Group Member from providing any Lien or Group Member Guarantee in connection with Indebtedness incurred after February 19, 2021 (provided that such Lien and/or Group Member Guarantee is issued at the same time, and in connection with, the initial incurrence of that Indebtedness (and is therefore not by way of additional credit support));

(ii) in connection with a Permitted Refinancing of any Indebtedness, the relevant Group Member shall be entitled to provide the creditors under that Permitted Refinancing with Liens and/or Group Member Guarantees (as applicable) which:

(A) in the case where the existing Indebtedness being refinanced was previously supported by Liens, the Liens and/or the Group Member Guarantees securing or supporting the Permitted Refinancing (as applicable) are over some or all of the same assets and:

(1) with respect to any Liens, are with the same or lower priority as the Liens in respect of such assets that secured the Indebtedness being refinanced; and

(2) with respect to any Group Member Guarantees, are Group Member Guarantees provided by a Group Member that owns (directly or indirectly) only those Vessels (or some of those Vessels but not any other Vessel) that were previously secured pursuant to the Liens referred to in the first sentence of this paragraph (A); and

(B) in the case where the existing Indebtedness being refinanced was previously supported by any Group

Page 100

Member Guarantee, the Group Member Guarantee(s) supporting such Permitted Refinancing are:

- (1) guarantees of obligations in an amount no greater than the guarantees granted in connection with the original Indebtedness being refinanced;
- (2) in the case where the entity providing the relevant Group Member Guarantee(s) supporting such Permitted Refinancing is the same entity providing the Group Member Guarantees that are being replaced, provided by entities owning (directly or indirectly) only those Vessels (or some of those Vessels but not any other Vessel) that it owned when the previous Group Member Guarantee was provided;
- (3) in the case where the entity providing the relevant Group Member Guarantee(s) supporting such Permitted Refinancing differs from the entity providing the Group Member Guarantees being replaced, provided by entities that directly or indirectly own Vessels with an aggregate book value no greater than the Vessels that were owned (directly or indirectly) by the previous provider of the relevant Group Member Guarantee(s) that supported the existing Indebtedness; and
- (4) the same or lower priority as the original Group Member Guarantee(s) and are issued by either the same entities or from shareholders of those entities;

this paragraph (a) shall not prohibit any Group Member from providing or maintaining any Lien in accordance with the provisions of Section 7.2.3(e) through to (s) inclusive, provided, however, that the proviso at the end of Section 7.2.3(e) shall apply with respect to Liens granted pursuant to that provision; and

- (b) incur any new Indebtedness (including Indebtedness of the type referred to in paragraph 7.2.9(a)(i) above but excluding any Permitted Refinancing Indebtedness in connection with paragraph 7.2.9(a)(ii) above) which is secured by a Lien or is supported by a Group Member Guarantee and which, when taken with all other Indebtedness incurred by the Group since February 19, 2021 and which is also secured by a Lien or supported by a Group Member Guarantee, is greater than \$1,300,000,000 (but deducting from this amount for this purpose, (i) the amount of any additional Indebtedness incurred by the Borrower in connection with the drawing of the DDTL Indebtedness (whether pursuant to the accordion option or otherwise) or (ii) any Indebtedness borrowed in lieu of the drawing of the DDTL Indebtedness in the foregoing clause) or its equivalent in any other currency, and provided that no Group Member shall, as contemplated by the proviso to Section 7.2.3, from February 19, 2021 until the Guarantee Release Date (whereupon the relevant provisions of Exhibit R shall apply)

Page 101

be permitted to grant any Lien over an ECA Financed Vessel as security for any Indebtedness permitted to be incurred under this Agreement after February 19, 2021.

**Covenant Replacement.** With effect on and from the Guarantee Release Date, it is agreed that Sections 7.2.2 and 7.2.3 shall be deleted in their entirety and replaced with the covenants and other provisions set out in Exhibit R, which shall become part of this Agreement and effective and binding on all parties hereto.

#### **Borrower's Procurement Undertaking**

Where any of the covenants set out in this Agreement require or purport to require performance by a Guarantor or any Subsidiary of the Borrower, the Borrower shall procure the performance of that obligation by such Guarantor or Subsidiary.

#### **Limitation in respect of Certain Representations, Warranties and Covenants**

The representations and warranties and covenants given in Section 6.4(b) and Section 7.1.3(f) respectively shall only be given, and be applicable to, a Lender resident in the Federal Republic of Germany insofar as the giving of and compliance with such representations and warranties do not result in a violation of or conflict with section 7 of the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) (in conjunction with section 4 paragraph 1 a no.3 foreign trade law (AWG) (*Außenwirtschaftsgesetz*)), any provision of Council Regulation (EC) 2271/1996 in conjunction with (EU) 2018/1100 or any similar applicable anti-boycott law or regulation.

### **ARTICLE VIII EVENTS OF DEFAULT**

**Listing of Events of Default.** Each of the following events or occurrences described in this Section 8.1 shall constitute an "Event of Default".

#### **SECTION 8.1.1. Non-Payment of Obligations**

The Borrower shall default in the payment when due of any amount payable by it under the Loan Documents in the manner required under the Loan Documents unless such failure is solely as a result of either (a) administrative or technical error or (b) a Disruption Event, and, in either case, payment is made within three Business Days of its due date.

#### **SECTION 8.1.2. Breach of Warranty**

Any representation or warranty of the Borrower made or deemed to be made hereunder (including any certificates delivered pursuant to Article V) or under any other Loan Document is or shall be incorrect in any material respect when made.

#### **SECTION 8.1.3. Non-Performance of Certain Covenants and Obligations**

The Borrower shall default in the due performance and observance of any other agreement contained herein (including, from the Guarantee Release Date, Exhibit R), or in any other Loan Document (other than the covenants set forth in Section 7.1.1(i), Section 7.1.1(j), Section 7.1.1(m), Section 7.1.1(n), Section 7.1.1(o), Section 7.1.8,

Section 7.1.10 and Section 7.2.4 (but excluding Section 7.2.4(A) and Section 7.2.4(B) (a breach of which shall be regulated in accordance with Section 9.1.12(d))) and also excluding Section 7.2.4(C), a breach of which shall, subject to the cure periods set out in this Section 8.1.3, result in an Event of Default) and the obligations referred to in Section 8.1.1) and such default shall continue unremedied for a period of five days after notice thereof shall have been given to the Borrower by the Facility Agent or any Lender (or, if (a) such default is capable of being remedied within 30 days (commencing on the first day following such five-day period) and (b) the Borrower is actively seeking to remedy the same during such period, such default shall continue unremedied for at least 35 days after such notice to the Borrower).

#### **SECTION 8.1.4. Default on Other Indebtedness**

(a) The Borrower or any of the Principal Subsidiaries shall fail to pay any Indebtedness that is outstanding in a principal amount of at least \$100,000,000 (or the equivalent in other currencies) in the aggregate (but excluding Indebtedness hereunder or with respect to Hedging Instruments)

when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Indebtedness; (b) the occurrence under any Hedging Instrument of an Early Termination Date (as defined in such Hedging Instrument) resulting from (A) any event of default under such Hedging Instrument as to which the Borrower is the Defaulting Party (as defined in such Hedging Instrument) or (B) any Termination Event (as so defined) as to which the Borrower is an Affected Party (as so defined) and, in either event, the termination value with respect to any such Hedging Instrument owed by the Borrower as a result thereof is greater than \$100,000,000 and the Borrower fails to pay such termination value when due after applicable grace periods; (c) any other event shall occur or condition shall exist under any agreement or instrument evidencing, securing or relating to any such Indebtedness and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such event or condition is to cause or permit the holder or holders of such Indebtedness to cause such Indebtedness to become due and payable prior to its scheduled maturity (other than as a result of any sale or other disposition of any property or assets under the terms of such Indebtedness); or (d) any such Indebtedness shall be declared to be due and payable or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption or by voluntary agreement), purchased or defeased, or an offer to prepay, redeem, purchase or defease such Indebtedness is required to be made, in each case prior to the scheduled maturity thereof (other than as a result of any sale or other disposition of any property or assets under the terms of such Indebtedness); provided that any required prepayment or right to require prepayment triggered by terms that are certified by the Borrower to be unique to, but customary in, ship financings shall not constitute an Event of Default under this Section 8.1.4 so long as any required prepayment is made when due. For purposes of determining Indebtedness for any Hedging Instrument, the principal amount of the obligations under any such instrument at any time shall be the maximum aggregate amount (giving effect to any netting agreements) that the Borrower or any Principal Subsidiary would be required to pay if such instrument were terminated at such time.

#### SECTION 8.1.5. Bankruptcy, Insolvency, etc.

Page 103

The Borrower, any of the Material Guarantors or any of the Principal Subsidiaries (or any of its other Subsidiaries to the extent that the relevant event described below would have a Material Adverse Effect) shall:

- (a) generally fail to pay, or admit in writing its inability to pay, its debts as they become due;
- (b) apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, sequestrator or other custodian for it or any of its property, or make a general assignment for the benefit of creditors;
- (c) in the absence of such application, consent or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, sequestrator or other custodian for it or for a substantial part of its property, and such trustee, receiver, sequestrator or other custodian shall not be discharged within 60 days, provided that in the case of such an event in respect of the Borrower or any Material Guarantor, such Person hereby expressly authorises the Facility Agent and each Lender to appear in any court conducting any relevant proceeding during such 60-day period to preserve, protect and defend their respective rights under the Loan Documents;
- (d) permit or suffer to exist the commencement of any bankruptcy, reorganisation, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Borrower, such Material Guarantor or any of such Subsidiaries, and, if any such case or proceeding is not commenced by the Borrower, such Material Guarantor or such Subsidiary, such case or proceeding shall be consented to or acquiesced in by the Borrower, such Material Guarantor or such Subsidiary or shall result in the entry of an order for relief or shall remain for 60 days undismissed, provided that the Borrower and each Material Guarantor hereby expressly authorises the Facility Agent and each Lender to appear in any court conducting any such case or proceeding during such 60-day period to preserve, protect and defend their respective rights under the Loan Documents; or
- (e) take any corporate action authorising, or in furtherance of, any of the foregoing.

#### Action if Bankruptcy

If any Event of Default described in clauses (b) through (d) of Section 8.1.5 shall occur with respect to any Group Member, the Commitments (if not theretofore terminated) shall automatically terminate and the outstanding principal amount of the Loan and all other Obligations shall automatically be and become immediately due and payable, without notice or demand.

#### Action if Other Event of Default

If any Event of Default (other than any Event of Default described in clauses (b) through (d) of Section 8.1.5 with respect to the Borrower) shall occur for any reason, whether voluntary or involuntary, and be continuing, the Facility Agent, upon the direction of the Majority Lenders, shall by notice to the Borrower declare all of the outstanding principal amount of the Loan and other Obligations to be due and payable or

Page 104

payable on demand and/or the Commitments (if not previously terminated) to be terminated, whereupon the full unpaid amount of the Loan and other Obligations shall be and become immediately due and payable or payable on demand (as the case may be), without further notice, demand or presentment, and/or, as the case may be, the Commitments shall terminate provided that the Facility Agent shall if so instructed by (i) FEC (where it is the only Lender of the FEC Loan (acting on the instructions of Finnvera)) in relation to the FEC Loan, or (ii) the Majority Lenders (other than FEC) (with the approval of Hermes) in relation to the Hermes Loan and/or (with the approval of Finnvera) in relation to the Finnvera Balancing Loan, by notice to the Borrower:

- (a) cancel all or any part of the (i) FEC Tranche A Commitment and/or the FEC Tranche B Commitment in the case of FEC and/or (ii) the Finnvera Balancing Commitment and/or the Hermes Commitment (as the case may be) in the case of the Majority Lenders (other than FEC); and/or
- (b) declare that all or part of any amounts outstanding under the Loan Documents in respect of the Loan or any part thereof are:
  - (i) immediately due and payable; and/or
  - (ii) payable on demand by the Facility Agent acting on the instructions of FEC in relation to the FEC Loan and the Majority Lenders (other than FEC) in relation to the Hermes Loan, and/or, if applicable, the Finnvera Balancing Loan.

Any notice given under this sub-clause will take effect in accordance with its terms, provided that unless Finnvera has instructed otherwise FEC agrees to consult with the Transferring Lenders (acting in any capacity in relation to the FEC Loan), the Hermes Lenders or the Finnvera Balancing Lenders as applicable for a period not exceeding ten (10) Business Days before giving instructions to the Facility Agent as to the measures to be taken in relation to the acceleration or repayment of the FEC Loan pursuant to this Section 8.3.

### ARTICLE IX PREPAYMENT EVENTS

#### Listing of Prepayment Events

Each of the following events or occurrences described in this Section 9.1 shall constitute a "Prepayment Event".

##### SECTION 9.1.1. Change of Control

There occurs any Change of Control.

##### SECTION 9.1.2. Unenforceability

Any Loan Document shall cease to be the legally valid, binding and enforceable obligation of the Borrower or, to the extent applicable, any Material Guarantor (in each case, other than with respect to provisions of any Loan Document (i) identified as unenforceable in the form of the opinion of the Borrower's counsel set forth as Exhibit B-1 or in any opinion delivered to the Facility Agent after the Effective Date in



connection with this Agreement or (ii) that a court of competent jurisdiction has determined are not material) and such event shall continue unremedied for 15 days after notice thereof has been given to the Borrower by the Facility Agent.

#### SECTION 9.1.3. Approvals

Any material license, consent, authorisation, registration or approval at any time necessary to enable the Borrower, any Material Guarantor or any Principal Subsidiary to conduct its business shall be revoked, withdrawn or otherwise cease to be in full force and effect, unless the same would not have a Material Adverse Effect.

#### SECTION 9.1.4. Non-Performance of Certain Covenants and Obligations

The Borrower shall default in the due performance and observance of any of the covenants set forth in Sections 4.12, 7.1.1(q) or 7.2.4 (but excluding Sections 7.2.4(A) and 7.2.4(B) (which shall be regulated in accordance with Section 9.1.12(d)) and also excluding Section 7.2.4(C), a breach of which is regulated in accordance with Section 8.1.3); provided that any default in respect of the due performance or observance of any of the covenants set forth in Section 7.2.4 (but excluding Section 7.2.4(A) to Section 7.2.4(C) inclusive) that occurs during the Financial Covenant Waiver Period (but without prejudice to the rights of the Lenders in respect of any further breach that may occur following the expiry of the Financial Covenant Waiver Period) shall not (as long as no Event of Default under Section 8.1.5 has occurred and is continuing, or no Prepayment Event under Section 9.1.12 or Section 9.1.13 has occurred, in each case during the Financial Covenant Waiver Period) constitute a Prepayment Event.

#### SECTION 9.1.5. Judgments

Any judgment or order for the payment of money in excess of \$100,000,000 shall be rendered against the Borrower or any of the Principal Subsidiaries by a court of competent jurisdiction and the Borrower or such Principal Subsidiary shall have failed to satisfy such judgment and either:

- (a) enforcement proceedings in respect of any material assets of the Borrower or such Principal Subsidiary shall have been commenced by any creditor upon such judgment or order and shall not have been stayed or enjoined within five (5) Business Days after the commencement of such enforcement proceedings; or
- (b) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect.

#### SECTION 9.1.6. Condemnation, etc.

The Purchased Vessel shall be condemned or otherwise taken under colour of law or requisitioned and the same shall continue unremedied for at least 20 days, unless such condemnation or other taking would not have a Material Adverse Effect.

#### SECTION 9.1.7. Arrest

The Purchased Vessel shall be arrested and the same shall continue unremedied for at least 20 days, unless such arrest would not have a Material Adverse Effect.

#### SECTION 9.1.8. Sale/Disposal of the Purchased Vessel

The Purchased Vessel is sold to a company which is not the Borrower or any other Subsidiary of the Borrower (other than for the purpose of a lease back to the Borrower or any other Subsidiary of the Borrower).

#### SECTION 9.1.9. Termination of the Construction Contract

If the Construction Contract is terminated in accordance with its terms or by other lawful means prior to delivery of the Purchased Vessel and the parties thereto do not reach an agreement to reinstate the Construction Contract within 30 days after such termination.

#### SECTION 9.1.10. FEC Reassignment and Termination, etc. of the Finnvera Guarantee, the Hermes Insurance Policy or the Second Finnvera Guarantee

##### (A) FEC Reassignment

- (a) The parties to this Agreement acknowledge that FEC has the right, pursuant to and in accordance with clause 11.3 of the FEC Supplemental Assignment Agreement, to effect a reassignment and/or re-transfer by way of Transfer Certificate of any part of the FEC Loan to the relevant Transferring Lender if and only if the circumstances set out in clause 11.3 of the FEC Supplemental Assignment Agreement occur, namely if the Finnvera Guarantee is, due to a reason not attributable to FEC, repudiated, withdrawn, suspended, terminated or cancelled or otherwise ceases to be in full force and effect or binding or enforceable against Finnvera (the "FEC Reassignment").
- (b) If an FEC Reassignment is at any time effected by FEC other than as a result of any gross negligence or wilful misconduct of the Facility Agent, the Guarantee Holder or any of the Transferring Lenders, (any such FEC Reassignment hereinafter referred to as the "FEC Prepayment Event"), the mandatory prepayments and cancellation provisions contained in Section 9.2 shall apply and the Borrower shall be liable to pay any Break Costs determined in accordance with Section 4.4.1.
- (c) In the event of an FEC Reassignment as a result of any gross negligence or wilful misconduct of the Facility Agent, the Guarantee Holder or any of the Transferring Lenders, no such mandatory prepayment shall be required and the parties to this Agreement acknowledge and agree that:
  - (i) each such Transferring Lender, the Facility Agent or the Guarantee Holder shall be liable to pay FEC in its capacity as Fixed Rate Provider, any Break Costs determined in accordance with Section

Page 107

4.4.1(A)b and any other fees, costs or expenses required to be paid and the Facility Agent shall procure that the Guarantee Holder shall make any such payment for which it is liable;

(ii) from the date of the FEC Reassignment the Borrower shall pay interest on the relevant part of the FEC Loan at the Floating Rate; and

(iii) the Borrower shall not be liable to pay any Break Costs or any other fees costs or expenses required to be paid as a result of the FEC Reassignment.

- (d) References to the provisions of the FEC Supplemental Assignment Agreement referred to in this Section 9.1.10(A) shall be to such provisions in the form of the FEC Supplemental Assignment Agreement as originally executed provided no amendments or supplements thereto shall be agreed without the Borrower's prior written consent in which case such references shall be to such provisions of the FEC Supplemental Assignment Agreement as amended or supplemented.

- (e) The parties to this Agreement acknowledge and agree that if the Transferring Lenders exercise their right to request a re-assignment and/or re-transfer of the FEC Loan pursuant to clause 13.2 of the FEC Supplemental Assignment Agreement, the Borrower shall not be liable to pay any costs and expenses, including but not limited to Break Costs, that are incurred by any party as a result of such re-assignment and/or re-transfer.
- (f) If Section 9.1.10(A)(c)(ii) applies, the Facility Agent and the Borrower shall enter in good faith negotiations (for a period of not more than thirty (30) days commencing from the date of the FEC Reassignment) with a view to agreeing a substitute basis for determining the rate of interest taking into account the creditworthiness and borrowing credentials of the Borrower and the cost to the Transferring Lenders of funding their respective participations in the FEC Loan.
- (g) From the date of the FEC Reassignment and unless and until an alternative rate is agreed in accordance with paragraph (f) above, the rate of interest on the relevant part of the FEC Loan for the relevant Interest Period shall be the percentage rate per annum which is the weighted average of the rates notified in good faith to the Facility Agent by each Transferring Lender as soon as practicable and in any event within seven (7) Business Days of the date of the FEC Reassignment (or, if earlier, on the date falling three (3) Business Days before the date on which interest is due to be paid in respect of that Interest Period), to be that which expresses as a percentage rate per annum and in the relevant Transferring Lender's good faith the cost to the relevant Transferring Lender of funding its participation in that FEC Loan from whatever source it may reasonably select.
- (h) Any alternative basis agreed pursuant to paragraph (f) above shall, with the prior consent of all the Transferring Lenders and the Borrower, be binding on those parties.

Page 108

**(B) Termination etc. of Finnvera Guarantee or Second Finnvera Guarantee**

If, prior to the date of Final Maturity the Finnvera Guarantee and/or, if applicable, the Second Finnvera Guarantee is suspended, terminated or withdrawn by Finnvera or otherwise ceases to be of full force and effect other than as a result of:

- (i) a reason attributable to the gross negligence or wilful misconduct of FEC, the Facility Agent, the Guarantee Holder or any of the Lenders; or
- (ii) an FEC Prepayment Event,

then in such event, the Facility Agent shall, as soon as reasonably practicable upon becoming aware of the same, notify the Borrower, giving details available of the reasons or grounds for such suspension, termination or withdrawal and shall provide to the Borrower copies of documents, or extracts thereof, as it may have in its possession in relation thereto (and the Lenders shall provide and the Facility Agent shall procure that the Guarantee Holder shall provide such information to the Facility Agent as it may reasonably request in order for it to comply with this requirement), to the extent not prohibited by applicable law and without requiring it to breach any obligation binding upon it.

**(C) Termination etc. of Hermes Insurance Policy**

If the Hermes Insurance Policy fails to be in full force and effect, is terminated or cancelled or is no longer valid, or it is suspended for more than three (3) months, in each case, so long as (a) such failure, termination, cancellation, invalidity or suspension is not due to any gross negligence or wilful misconduct on the part of any Lender and (b) the relevant parties to the Hermes Insurance Policy do not reach an agreement to reinstate the Hermes Insurance Policy within 30 days after such failure, termination, cancellation or invalidity or the end of such three (3) month suspension period, as the case may be.

**SECTION 9.1.11. Illegality**

No later than the close of business on the last day of the Option Period related to the giving of any Illegality Notice by an affected Lender pursuant to Section 3.2.2(c), either: (x) the Borrower has not elected to take an action specified in clause (I) or (II) of Section 3.2.2(c) or (y) if any such election shall have been made, the Borrower has failed to take the action required in respect of such election.

#### SECTION 9.1.12. Framework Prohibited Events

- (a) The Borrower declares, pays or makes or agrees to pay or make, directly or indirectly, any Restricted Payment, except for (i) dividends or other distributions with respect to its Equity Interests payable solely in additional shares of its Equity Interests or options to purchase Equity Interests, (ii) Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans (including with respect to performance shares issued in the ordinary course of business) for present or former officers, directors, consultants or employees of the Borrower in

Page 109

the ordinary course of business consistent with past practice and (iii) the payment of cash in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exercisable for Equity Interests of the Borrower;

- (b) a Group Member makes any payment of any kind under any shareholder loan;
- (c) a Group Member sells, transfers, leases or otherwise disposes of any its assets, whether by one or a series of related transactions and that disposal or action was not conducted on arms' length terms between a willing seller and a willing buyer and for fair market value;
- (d) any Group Member breaches any of the requirements of Section 7.1.1(i), Section 7.1.1(j), Section 7.1.1(m), Section 7.1.1(n), Section 7.1.1(o), Section 7.1.8, Section 7.1.10, Section 7.2.4(A) or Section 7.2.4(B);
- (e) a Group Member completes a Debt Incurrence;
- (f) a Group Member enters into a Restricted Loan Arrangement; and/or
- (g) a Group Member makes a Restricted Voluntary Prepayment.

#### SECTION 9.1.13. Principles and Framework.

The Borrower shall default in the due performance and observance of the Principles and/or the Framework (it being agreed that if there is inconsistency between the terms of the Principles and the Framework, the Framework shall prevail) and, if capable of remedy such default shall continue unremedied for a period of ten (10) days after notice thereof shall have been given to the Borrower by the Facility Agent; provided that, if the default does not otherwise constitute a Default or a Prepayment Event under another Section of this Agreement, as amended to date, the Borrower, the Facility Agent, Hermes and/or Finnvera shall negotiate a resolution in good faith for a maximum period of fifteen (15) days after notice thereof shall have been given to the Borrower by the Facility Agent.

#### Mandatory Prepayment

If any Prepayment Event shall occur and be continuing (and subject, in the case of Section 9.1.10 (C), to Section 11.20 and subject also in the case of Sections 9.1.12 and 9.1.13, to sub-paragraph (d) below), the Facility Agent, upon the direction of the Majority Lenders, shall by notice to the Borrower either (i) if the Disbursement Date has occurred and the Loan disbursed require the Borrower to prepay in full on the date stipulated in such notice or, in the case of a notice served on the Borrower in respect of a Prepayment Event under Section 9.1.11, within 15 Business Days, all principal of and interest on the Loan and all other Obligations (and, in such event, the Borrower agrees to so pay the full unpaid amount of the Loan and all accrued and unpaid interest thereon and all other Obligations) or (ii) if the Disbursement Date has not occurred, terminate the Commitments; provided that:

- (a) if such Prepayment Event arises under Section 9.1.11, the remedy available under this Section 9.2 shall be limited to that provided in clause (i) above and only with respect to the portion of the Loan

held by the affected Lender that gave the relevant Illegality Notice (the "Affected Lender") unless the Affected Lender is a Hermes Lender and any such prepayment of that Hermes Lender's portion of the Loan would result in the Hermes Loan being less than 5% of the Loan outstanding at any time in which event the Borrower shall prepay that portion of the Loan required in order to ensure the Hermes Loan is not less than 5% of the aggregate Loans together with interest and all other Obligations as provided by clause (i) above;

- (b) if the Prepayment Event arises under Section 9.1.10(A) or (B), the Borrower shall (i) prepay the FEC Loan together with interest and all other Obligations or the FEC Commitment shall be cancelled (as the case may be) in respect of any termination of the Finnvera Guarantee or any FEC Reassignment resulting therefrom and/or (ii) in the case of Section 9.1.10(B) only and if applicable, prepay the Finnvera Balancing Loan together with interest and all other Obligations or the Finnvera Balancing Commitment shall be cancelled (as the case may be) in respect of any termination of the Second Finnvera Guarantee;
- (c) if the Prepayment Event arises under Section 9.1.10(C) and no alternative arrangements have been agreed during the Mitigation Period under and in accordance with Section 11.20, the Borrower shall prepay the Loan together with interest and all other Obligations or the total Commitments shall be cancelled (as the case may be) as provided above in clause (i) above; and
- (d) if such Prepayment Event arises under Section 9.1.12 or Section 9.1.13 such prepayment event shall not give rise to an entitlement on the part of the Lenders to require that the Loan is prepaid or to the cancellation of the Commitments (if not theretofore cancelled) but instead, where a notice is given by the Facility Agent pursuant to this Section 9.2 following the occurrence of a Prepayment Event under either Section 9.1.12 or Section 9.1.13, the waiver of Section 7.2.4 contained in Section 9.1.4 shall immediately cease such that any breach of Section 7.2.4 in existence as at the date of the notice from the Facility Agent referred to in the first paragraph of this Section 9.2 or any breach occurring at any time after such notice shall constitute a Prepayment Event with all attendant consequences.

#### Mitigation.

If the Facility Agent or any of the Lenders has actual notice and/or knowledge of any potential suspension, termination or withdrawal of the Finnvera Guarantee and/or if applicable, the Second Finnvera Guarantee or becomes aware that an event or circumstance has arisen which will cause the Finnvera Guarantee and/or, if applicable, the Second Finnvera Guarantee to be suspended, terminated or withdrawn for any reason or no longer remain in full force and effect it shall notify the Borrower and, in the case of such Lender, the Facility Agent. Following such notification the Lenders, the Borrower and the Facility Agent shall (at the cost and expense of the Borrower) negotiate in good faith for a period of up to 30 days or, if less, the date by which the Finnvera Guarantee

and/or, if applicable, the Second Finnvera Guarantee shall be suspended, terminated or withdrawn or cease to be in full force and effect to determine whether the Facility can be restructured and/or the Loan refinanced in a manner acceptable to each of the Lenders in their absolute discretion. The Facility Agent (acting on behalf of the Lenders) will request that Finnvera take part in such negotiations but shall have no obligation other than to send such request to Finnvera. Nothing in this Section shall oblige any Finance Party to (i) monitor or make enquiries of or any investigation into whether

any such suspension, termination or withdrawal etc. of the Finnvera Guarantee and/or, if applicable, the Second Finnvera Guarantee has occurred or will occur or (ii) agree to any restructuring or refinancing of the Loan during any such good faith discussions.

#### ARTICLE X

##### THE FACILITY AGENT, THE HERMES AGENT AND THE MANDATED LEAD ARRANGERS

###### Actions

Each Lender hereby appoints KfW IPEX, as Facility Agent and as Hermes Agent, as its agent under and for purposes of this Agreement and each other Loan Document (for purposes of this Article X, the Facility Agent and the Hermes Agent are referred to collectively as the "Agents"). Each Lender authorises the Agents to act on behalf of such Lender under this Agreement and each other Loan Document and, in the absence of other written instructions from the Majority Lenders received from time to time by the Agents (with respect to which each Agent agrees that it will comply, except as otherwise provided in this Article X or as otherwise advised by counsel), to exercise such powers hereunder and thereunder as are specifically delegated to or required of the Agents by the terms hereof and thereof, together with such powers as may be reasonably incidental thereto. Neither Agent shall be obliged to act on the instructions of any Lender or the Majority Lenders if to do so would, in the opinion of such Agent, be contrary to any provision of this Agreement or any other Loan Document or to any law, or would expose such Agent to any actual or potential liability to any third party or would in the reasonable opinion of such Agent be contrary to any provision of the Finnvera Guarantee, the Hermes Insurance Policy or the Second Finnvera Guarantee (as the case may be) or in any way jeopardise the cover provided by such guarantee or policy.

###### Indemnity

Each Lender (other than FEC) shall indemnify (which indemnity shall survive any termination of this Agreement) each Agent, pro rata according to such Lender's Percentage (or, where the Percentage of any Lender differs as between Commitments, its Percentage across all Commitments), from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel) that be incurred by or asserted or awarded against, such Agent in any way relating to or arising out of this Agreement and any other Loan Document or any action taken or omitted by such Agent under this Agreement or any other Loan Document; provided that no Lender shall be liable for the payment of any portion of such claims, damages, losses, liabilities and expenses which have resulted from such Agent's gross negligence or wilful misconduct. Without limitation of the foregoing, each Lender agrees to reimburse each Agent promptly upon demand for its ratable share of any out-of-pocket expenses (including reasonable counsel fees) incurred by such Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this

Page 112

Agreement, to the extent that such Agent is not reimbursed for such expenses by the Borrower. In the case of any investigation, litigation or proceeding giving rise to any such indemnified costs, this Section applies whether any such investigation, litigation or proceeding is brought by any Agent, any Lender or a third party. Neither Agent shall be required to take any action hereunder or under any other Loan Document, or to prosecute or defend any suit in respect of this Agreement or any other Loan Document, unless it is expressly required to do so under this Agreement or is indemnified hereunder to its satisfaction. If any indemnity in favour of an Agent shall be or become, in such Agent's determination, inadequate, such Agent may call for additional indemnification from the Lenders and cease to do the acts indemnified against hereunder until such additional indemnity is given.

###### Funding Reliance, etc.

Each Lender shall notify the Facility Agent by 4:00 p.m., Frankfurt time, one day prior to the advance of the Loan if it is not able to fund the following day. Unless the Facility Agent shall have been notified by telephone, confirmed in writing, by any Lender by 4:00 p.m., Frankfurt time, on the day prior to the advance of the Loan that such Lender will not make available the amount which would constitute its Percentage(s) of the Loan on the date specified therefor, the Facility Agent may assume that such Lender has made such amount available to the Facility Agent and, in reliance upon such assumption, may, but shall not be obliged to, make available to the Borrower a corresponding amount. If and to the extent that such Lender shall not have made such amount available to the Facility Agent, such Lender and the Borrower severally agree to repay the Facility Agent forthwith on

demand such corresponding amount together with interest thereon, for each day from the date the Facility Agent made such amount available to the Borrower to the date such amount is repaid to the Facility Agent, at the interest rate applicable at the time to the Loan without premium or penalty.

#### Exculpation

Neither of the Agents nor any of their respective directors, officers, employees or agents shall be liable to any Lender for any action taken or omitted to be taken by it under this Agreement or any other Loan Document, or in connection herewith or therewith, except for its own wilful misconduct or gross negligence. Without limitation of the generality of the foregoing, each Agent (i) may consult with legal counsel (including counsel for the Borrower), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it and in accordance with the advice of such counsel, accountants or experts, (ii) makes no warranty or representation to any Lender and shall not be responsible to any Lender for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement, (iii) shall not have any duty to ascertain or to inquire as to the performance, observance or satisfaction of any of the terms, covenants or conditions of this Agreement on the part of the Obligors or the existence at any time of any Default or Prepayment Event or to inspect the property (including the books and records) of the Obligors, (iv) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto, (v) shall incur no liability under or in respect of this Agreement by action upon any notice, consent, certificate or other instrument or writing (which may be by telecopier) believed by it to be genuine and signed or sent by the proper party or parties, and (vi) shall have no responsibility to the Borrower or any Lender on account of (A) the failure of a Lender or the Obligors to perform any of its obligations under this Agreement or any other Loan Document; (B) the

Page 113

financial condition of the Obligors; (C) the completeness or accuracy of any statements, representations or warranties made in or pursuant to this Agreement or any other Loan Document, or in or pursuant to any document delivered pursuant to or in connection with this Agreement or any other Loan Document; or (D) the negotiation, execution, effectiveness, genuineness, validity, enforceability, admissibility in evidence or sufficiency of this Agreement or any other Loan Document or of any document executed or delivered pursuant to or in connection with any Loan Document.

#### Successor

The Facility Agent may resign as such at any time upon at least 30 days' prior notice to the Borrower and all Lenders, provided that any such resignation (i) shall be subject to the restrictions in the FEC Supplemental Assignment Agreement and (ii) shall not become effective until a successor Facility Agent has been appointed as provided in this Section 10.5 and such successor Facility Agent has accepted such appointment. If the Facility Agent at any time shall resign, the Majority Lenders shall, subject to the immediately preceding proviso and subject to the consent of the Borrower (such consent not to be unreasonably withheld), appoint another Lender as a successor to the Facility Agent which shall thereupon become such Facility Agent's successor hereunder (provided that the Majority Lenders shall, subject to the consent of the Borrower unless an Event or Default or a Prepayment Event shall have occurred and be continuing (such consent not to be unreasonably withheld or delayed) offer to each of the other Lenders in turn, in the order of their respective Percentages (being, in the case of any Lender whose Percentages differ as between Commitments, its Percentage across all Commitments) of the Loan, the right to become successor Facility Agent). If no successor Facility Agent shall have been so appointed by the Majority Lenders, and shall have accepted such appointment, within 30 days after the Facility Agent's giving notice of resignation, then the Facility Agent may, on behalf of the Lenders, appoint a successor Facility Agent, which shall be one of the Lenders or a commercial banking institution having a combined capital and surplus of at least \$1,000,000,000 (or the equivalent in other currencies), subject, in each case, to the consent of the Borrower (such consent not to be unreasonably withheld). Upon the acceptance of any appointment as Facility Agent hereunder by a successor Facility Agent, such successor Facility Agent Affiliates shall be entitled to receive from the resigning Facility Agent such documents of transfer Executive reimbursement for reasonable attorneys' fees and assignment as such successor Facility Agent may reasonably request, expenses incurred by Company or its Affiliates in successfully enforcing these provisions to final judgment, and shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the resigning Facility Agent, and the resigning Facility Agent Executive shall be discharged entitled to receive from its duties Company reasonable attorney's fees and obligations under this Agreement. After any resigning Facility Agent's resignation hereunder as expenses incurred by Executive in the Facility Agent, the provisions of:



(a) this Article X shall inure to its benefit as to any actions taken or omitted event Company is found to be taken by it while it was the Facility Agent under this Agreement; and not entitled to enforcement of these provisions.

(b) Section 11.3 and Section 11.4 shall continue to inure to its benefit.

If a Lender acting as the Facility Agent assigns its Loan to one of its Affiliates, such Facility Agent may, subject to the consent of the Borrower (such consent not to be unreasonably withheld or delayed) assign its rights and obligations as Facility Agent to such Affiliate.

Page 114

#### Loans by the Facility Agent

The Facility Agent shall have the same rights and powers with respect to the Loan made by it or any of its Affiliates. The Facility Agent and its Affiliates may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower or any Affiliate of the Borrower as if the Facility Agent were not the Facility Agent hereunder and without any duty to account therefor to the Lenders. The Facility Agent shall have no duty to disclose information obtained or received by it or any of its Affiliates relating to the Borrower or its Subsidiaries to the extent such information was obtained or received in any capacity other than as the Facility Agent.

#### Credit Decisions

Each Lender acknowledges that it has, independently of each Agent and each other Lender, and based on such Lender's review of the financial information of the Obligors, this Agreement, the other Loan Documents (the terms and provisions of which being satisfactory to such Lender) and such other documents, information and investigations as such Lender has deemed appropriate, made its own credit decision to extend its Commitment. Each Lender also acknowledges that it will, independently of each Agent and each other Lender, and based on such other documents, information and investigations as it shall deem appropriate at any time, continue to make its own credit decisions as to exercising or not exercising from time to time any rights and privileges available to it under this Agreement or any other Loan Document.

#### Copies, etc.

Each Agent shall give prompt<sup>14</sup>. **NOTICES.** Any notice to each Lender of each notice or request required or permitted to be given to such Agent by the Borrower pursuant to the terms of this Agreement (unless concurrently delivered to the Lenders by the Borrower). Each Agent will distribute to each Lender each document or instrument received for its account and copies of all other communications received by such Agent from the Borrower for distribution to the Lenders by such Agent in accordance with the terms of this Agreement.

#### The Agents' Rights

Each Agent may (i) assume that all representations or warranties made or deemed repeated by the Obligors in or pursuant to this Agreement or any other Loan Document are true and complete, unless, in its capacity as the Facility Agent, it has acquired actual knowledge to the contrary, (ii) assume that no Default has occurred unless, in its capacity as an Agent, it has acquired actual knowledge to the contrary, (iii) rely on any document or notice believed by it to be genuine, (iv) rely as to legal or other professional matters on opinions and statements of any legal or other professional advisers selected or approved by it, (v) rely as to any factual matters which might reasonably be expected to be within the knowledge of the Borrower on a certificate signed by or on behalf of the Borrower and (vi) refrain from exercising any right, power, discretion or remedy unless and until instructed to exercise that right, power, discretion or remedy and as to the manner of its exercise by the Lenders (or, where applicable, by the Majority Lenders) and unless and until such Agent has received from the Lenders any payment which such Agent may require on account of, or any security which such Agent may require for, any costs, claims, expenses (including legal and other professional fees) and liabilities which it considers it may incur or sustain in complying with those instructions.

Page 115



---

#### The Facility Agent's Duties

The Facility Agent shall (i) if requested in writing to do so by a Lender, make enquiry and advise the Lenders as to the performance or observance of any of the provisions of this Agreement or any other Loan Document by any Obligor or as to the existence of an Event of Default and (ii) inform the Lenders promptly of any Event of Default of which the Facility Agent has actual knowledge.

The Facility Agent shall not be deemed to have actual knowledge of the falsehood or incompleteness of any representation or warranty made or deemed repeated by the Obligors or actual knowledge of the occurrence of any Default unless a Lender or the Borrower shall have given written notice thereof to the Facility Agent in its capacity as the Facility Agent. Any information acquired by the Facility Agent other than specifically in its capacity as the Facility Agent shall not be deemed to be information acquired by the Facility Agent in its capacity as the Facility Agent.

The Facility Agent may, without any liability to account to the Lenders, generally engage in any kind of banking or trust business with the Borrower or with the Borrower's subsidiaries or associated companies or with a Lender as if it were not the Facility Agent.

#### Employment of Agents

In performing its duties and exercising its rights, powers, discretions and remedies under or pursuant to this Agreement or the other Loan Documents, each Agent shall be entitled to employ and pay agents to do anything which such Agent is empowered to do under or pursuant to this Agreement or the other Loan Documents (including the receipt of money and documents and the payment of money); provided that, unless otherwise provided herein, including without limitation Section 11.3, the employment of such agents shall be for such Agent's account, and to act or refrain from taking action in reliance on the opinion of, or advice or information obtained from, any lawyer, banker, broker, accountant, valuer or any other person believed by such Agent in good faith to be competent to give such opinion, advice or information.

#### Distribution of Payments

The Facility Agent shall pay promptly to the order of each Lender that Lender's relevant Percentage of every sum of money received by the Facility Agent pursuant to this Agreement or the other Loan Documents (with the exception of any amounts payable pursuant to any Fee Letter and any amounts which, by the terms of this Agreement or the other Loan Documents, are paid to the Facility Agent for the account of the Facility Agent alone or specifically for the account of one or more Lenders) and until so paid such amount shall be held by the Facility Agent on trust absolutely for that Lender.

#### Reimbursement

The Facility Agent shall have no liability to pay any sum to a Lender until it has itself received payment of that sum. If, however, the Facility Agent does pay any sum to a Lender on account of any amount prospectively due to that Lender pursuant to Section 10.12 before it has itself received payment of that amount, and the Facility Agent does not in fact receive payment within two (2) Business Days after the date on which that payment was required to be made by the terms of this Agreement or any of the other Loan Documents, that Lender will, on demand by the Facility Agent, refund to the Facility Agent an amount equal to the amount received by it, together with an amount

---

sufficient to reimburse the Facility Agent for any amount which the Facility Agent may certify that it has been required to pay by way of interest on money borrowed to fund the amount in question during the period beginning on the date on which that amount was required to be paid by the terms of this Agreement or the other Loan Documents and ending on the date on which the Facility Agent receives reimbursement.

### Instructions

Where an Agent is authorised or directed to act or refrain from acting in accordance with the instructions of the Lenders or of the Majority Lenders (as the case may be) each of the Lenders shall provide such Agent with instructions within five (5) Business Days (or such longer period as is required in the opinion of Hermes or Finnvera (as the case may be) in order for the Lenders to receive instructions from Hermes and/or Finnvera (as the case may be)) of such Agent's request (which request may be made orally or in writing). If a Lender does not provide such Agent with instructions within that period, that Lender shall be bound by the decision of such Agent. Nothing in this Section 10.14 shall limit the right of such Agent to take, or refrain from taking, any action without obtaining the instructions of the Lenders or the Majority Lenders if such Agent in its discretion considers it necessary or appropriate to take, or refrain from taking, such action in order to preserve the rights of the Lenders under or in connection with this Agreement or any of the other Loan Documents. In that event, such Agent will notify the Lenders of the action taken by it as soon as reasonably practicable, and the Lenders agree to ratify any action taken by the Facility Agent pursuant to this Section 10.14.

### Payments

All amounts payable to a Lender under this Section 10 shall be paid to such account at such bank as that Lender may from time to time direct in writing to the Facility Agent.

### "Know your customer" Checks

Each Lender shall promptly upon the request of the Facility Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Facility Agent (for itself or on behalf of another Lender) in order for the Facility Agent (or that Lender) to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in this Agreement, the other Loan Documents, the FEC Transfer Certificates, any Transfer Certificates or any Lender Assignment Agreements (as the case may be).

### No Fiduciary Relationship

Except as provided in Section 10.12, neither Agent shall have any fiduciary relationship with or be deemed to be a trustee of or for any other person and nothing contained in this Agreement or any other Loan Document shall constitute a partnership between any two or more Lenders or between either Agent and any other person.

### Mandated Lead Arrangers

(A) No Mandated Lead Arranger has any obligations of any kind to the Borrower or any other Finance Party under or in connection with this Agreement or the other Loan Documents.

Page 117

(B) Nothing in any Loan Document constitutes a Mandated Lead Arranger as a trustee or fiduciary of any other person.

(C) No Mandated Lead Arranger shall be bound to account to any Lender for any sum or the profit element of any sum received by it for its own account.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

#### Waivers, Amendments, etc.

(A) The provisions of this Agreement and of each other Loan Document may from time to time be amended, modified or waived, if such amendment, modification or waiver is in writing and consented to by the Borrower and the Majority Lenders (acting with the consent of Finnvera and Hermes in respect of any material amendment, modification or waiver); provided that no such amendment, modification or waiver which would:

- (a) modify any requirement hereunder that any particular action be taken by all the Lenders, Hermes or Finnvera shall be effective unless consented to by each Lender;
  - (b) modify this Section 11.1 or change the definition of "Majority Lenders" shall be made without the consent of each Lender;
  - (c) increase the Commitment of any Lender shall be made without the consent of such Lender;
  - (d) reduce any fees described in Article III payable to any Lender shall be made without the consent of such Lender;
  - (e) extend the Commitment Termination Date of any Lender shall be made without the consent of such Lender;
  - (f) extend the due date for, or reduce the amount of, any scheduled repayment or prepayment of principal of or interest on the Loan (or reduce the principal amount of or rate of interest on the Loan) owed to any Lender shall be made without the consent of such Lender; or
  - (g) affect adversely the interests, rights or obligations of the Facility Agent in its capacity as such shall be made without consent of the Facility Agent.
- (B) The Facility Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders in relation to the Loan (or, if the relevant Loan Document stipulates the matter is a decision for any other Lender, Hermes, Finnvera or group of Lenders from that Lender, Hermes, Finnvera or group of Lenders) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Facility Agent may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (C) The Facility Agent is fully protected if it acts on the instructions of the Majority Lenders in relation to the Loan in the exercise of any right, authority, power or

Page 118

discretion or any matter not expressly provided for in the Loan Documents or the Credit Support Documents. Any such instructions given by the Majority Lenders will be binding on the relevant Lenders or all the Lenders (as the case may be). In the absence of instructions, the Facility Agent may act as it considers to be in the best interests of all the Lenders.

- (D) No failure or delay on the part of the Facility Agent or any Lender in exercising any power or right under this Agreement or any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. No notice to or demand on the Borrower in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver or approval by the Facility Agent or any Lender under this Agreement or any other Loan Document shall, except as may be otherwise stated in such waiver or approval, be applicable to subsequent transactions. No waiver or approval hereunder shall require any similar or dissimilar waiver or approval thereafter to be granted hereunder. The Lenders hereby agree, at any time and from time to time that the Nordea Agreement or the Bank of Nova Scotia Agreement is amended or refinanced to negotiate in good faith to amend this Agreement (but expressly without obligation to agree on any amendment and only on a basis which is strictly a without prejudice to the rights and benefits of the Finance Parties currently existing under this Agreement) to conform any representations, warranties, covenants or events of default in this Agreement to the amendments made to any substantially comparable provisions in the Nordea Agreement or the Bank of Nova Scotia Agreement or any refinancing thereof.

#### Notices

- (a) All notices and other communications provided to any party hereto under this Agreement or any other Loan Document shall be in writing or by electronic mail and addressed, delivered or transmitted to such party at its address, facsimile number or electronic mail address set forth below its signature hereto or set forth in a Lender Assignment Agreement or Transfer Certificate (as the case may be) or at such other address as may be designated by such party in a notice to the other parties. Any notice, if mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid an overnight courier service shall be deemed given when received; any

notice, if transmitted by electronic mail, shall be deemed given upon acknowledgment that provides proof of receipt, mailed by the recipient.

- (b) So long as KfW IPEX is the Facility Agent, the Borrower may provide registered or certified mail (postage prepaid, return receipt requested) or telecopied to the Facility Agent all information, documents and other materials that it furnishes to parties at the Facility Agent hereunder or any other Loan Document (and any guaranties, security agreements and other agreements relating thereto), including, without limitation, all notices, requests, financial statements, financial and other reports, certificates and other materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing advance or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due hereunder or any other Loan Document prior to the scheduled date therefor, (iii) provides notice of any Default or Event of Default or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of the Agreement and/or any addresses below:

Page 119 11

advance or other extension of credit hereunder (all such non-excluded communications being referred to herein collectively as "Executive Communications"), by transmitting the Communications in an electronic/pdf medium in a format acceptable: Notice must be sent to the Facility Agent at celine.brochard@kfw.de and maritime-industries-administration@kfw.de (or such other email address notified maintained by the Facility Agent Human Resources, which Executive has an obligation to update as needed).

If to Company: Notice must be sent to the Borrower) Chief Legal Officer and Chief People & Outreach Officer at the corporate headquarters.

Royal Caribbean Cruises Ltd.  
1050 Caribbean Way  
Miami, FL 33132  
Telephone: (305) 539-6000  
Facsimile: (305) 539-0562

## 15. ENTIRE AGREEMENT; MODIFICATION.

(c) The Borrower agrees that (a) This Agreement contains the Facility Agent may make such items included in the Communications as the Borrower may specifically agree available to the Lenders by posting such notices, at the option entire agreement of the Borrower, on Intralinks or any similar such platform (the "Platform") acceptable to the Borrower. Although the primary web portal is secured with a dual firewall Company and a User ID/Password Authorisation System and the Platform is secured through a single user per deal authorisation method whereby each user may access the Platform only on a deal-by-deal basis, the Borrower acknowledges that (i) the distribution of material through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution, (ii) the Platform is provided "as is" and "as available" and (iii) neither the Facility Agent nor any of its Affiliates warrants the accuracy, adequacy or completeness of the Communications or the Platform and each expressly disclaims liability for errors or omissions in the Communications or the Platform. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Facility Agent or any of its Affiliates in connection with the Platform.

- (d) The Facility Agent agrees that the receipt of Communications by the Facility Agent at its e-mail address set forth above shall constitute effective delivery of such Communications to the Facility Agent for purposes hereunder and any other Loan Document (and any guaranties, security agreements and other agreements relating thereto).

### Payment of Costs and Expenses

The Borrower agrees to pay on demand all reasonable expenses of the Finance Parties, FEC, Finnvera and Hermes (including the reasonable fees and out-of-pocket expenses of primary counsel to the Facility Agent and Lenders (except FEC), and of local counsel, if any, who may be retained by counsel to the Facility Agent and, in the case of FEC, primary counsel retained by FEC with the Borrower's prior approval in connection with the initial syndication of the Loan) in connection with the initial syndication of the Loan and any amendments, waivers, consents, supplements or other modifications to, this Agreement, any other Loan Document or any Credit Support Document as may from time to time hereafter be required, whether or not the transactions contemplated hereby are consummated. In addition, the Borrower agrees to pay reasonable fees and out of pocket expenses

of counsel to the Facility Agent and of counsel to FEC in connection with the funding under this Agreement. The Borrower further agrees to pay, and to save the Finance Parties harmless from all liability for, any stamp, recording, documentary or other similar taxes payable in connection with the execution, delivery or enforcement of this Agreement or the borrowing hereunder, any other Loan Documents or any Credit Support Document. The Borrower also agrees to reimburse the Facility Agent and each Lender upon demand for all reasonable out-of-pocket expenses (including reasonable attorneys' fees and legal expenses) incurred by a Finance Party or Finnvera in connection

with (x) the negotiation of any restructuring or "work-out", whether or not consummated, of any Obligations and (y) the enforcement of any Obligations.

#### Indemnification

In consideration of the execution and delivery of this Agreement by each Lender and the extension of the Commitments, the Borrower hereby indemnifies and holds harmless the Facility Agent, each Lender and each of their respective Affiliates and their respective officers, advisors, directors and employees (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and disbursements of counsel), joint or several, that may be incurred by or asserted or awarded against any Indemnified Party (including, without limitation, in connection with any investigation, litigation or proceeding or the preparation of a defence in connection therewith), in each case arising out of or in connection with or by reason of this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby or any actual or proposed use of the proceeds of the Loan (collectively, the "Indemnified Liabilities"), except to the extent such claim, damage, loss, liability or expense (i) is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnified Party's gross negligence or wilful misconduct or the material breach by such Indemnified Party of its obligations under this Agreement, any other Loan Document or the Credit Support Documents and which breach is not attributable to the Borrower's own breach of the terms of this Agreement, any other Loan Document or the Credit Support Documents or (ii) relates to taxes other than Covered Taxes. In the case of an investigation, litigation or other proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by the Borrower, any of its directors, security holders or creditors, an Indemnified Party or any other person or an Indemnified Party is otherwise a party thereto. Each Indemnified Party shall (a) furnish the Borrower with prompt notice of any action, suit or other claim covered by this Section 11.4, (b) not agree to any settlement or compromise of any such action, suit or claim without the Borrower's prior consent, (c) shall cooperate fully in the Borrower's defence of any such action, suit or other claim (provided that the Borrower shall reimburse such Indemnified Party for its reasonable out-of-pocket expenses incurred pursuant hereto) and (d) at the Borrower's request, permit the Borrower to assume control of the defence of any such claim, other than regulatory, supervisory or similar investigations, provided that (i) the Borrower acknowledges in writing its obligations to indemnify the Indemnified Party in accordance with the terms herein in connection with such claims, (ii) the Borrower shall keep the Indemnified Party fully informed Executive with respect to the conduct of the defence of such claim, (iii) the Borrower shall consult in good faith subject matter hereof, and Company and Executive hereby acknowledge and agree that this Agreement supersedes any prior statements, writings, promises, understandings or commitments with the Indemnified Party (from time to time and before taking any material decision) about the conduct of the defence of such claim, (iv) the Borrower shall conduct the defence of such claim properly and diligently taking into account its own interests and those of the Indemnified Party, (v) the Borrower shall employ counsel reasonably acceptable respect to the Indemnified Party subject matter hereof.

(b) No future oral statements, promises or commitments with respect to the subject matter hereof, or other purported modification hereof, shall be binding upon the parties hereto unless the same is reduced to writing and at the Borrower's expense, signed by each party hereto.

(c) Unless Executive and (vi) the Borrower shall not Company enter into a settlement new employment agreement, this Agreement will continue in effect even if Executive assumes a new position with respect to such claim unless either (A) such settlement involves only the payment of a monetary sum, does not include any performance by Company or an admission of liability or responsibility on the part of the Indemnified Party, and contains a provision unconditionally releasing the Indemnified Party and each other indemnified party from, and holding all such persons harmless, against, all liability in respect of claims by any releasing party or (B) the Indemnified Party provides written consent to such settlement (such consent not to be unreasonably withheld or delayed). Notwithstanding the Borrower's election to assume the defence of such action, the Indemnified Party shall have the right to employ separate

counsel and to participate in the defence of such action and the Borrower shall bear the fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the Borrower to represent the Indemnified Party would present such counsel with an actual or potential conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the Borrower and the Indemnified Party and the Indemnified Party shall have concluded that there may be legal defences available to it which are different from or additional to those available to the Borrower and determined that it is necessary to employ separate counsel in order to pursue such defences (in which case the Borrower shall not have the right to assume the defence of such action on the Indemnified Party's behalf), (iii) the Borrower shall not have employed counsel reasonably acceptable to the Indemnified Party to represent the Indemnified Party within a reasonable time after notice of the institution of such action, or (iv) the Borrower authorises the Indemnified Party to employ separate counsel at the Borrower's expense. The Borrower acknowledges that none of the Indemnified Parties shall have any liability (whether direct or indirect, in contract, tort or otherwise) to the Borrower or any one of its security holders or creditors for or in connection with the transactions contemplated hereby, except to the extent such liability is determined in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such Indemnified Party's gross negligence or wilful misconduct. In no event, however, shall any Indemnified Party be liable on any theory of liability for any special, indirect, consequential or punitive damages (including, without limitation, any loss of profits, business or anticipated savings) **Affiliates.**

**16. ASSIGNMENT.** If The rights and to the extent that the foregoing undertaking may be unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

#### Survival

The obligations of the Borrower **Company** under Section 4.3, 4.4, 4.5, 4.6, 11.3 and 11.4 and the obligations of the Lenders under Section 10.1, shall in each case survive any termination of this Agreement and the payment in full of all Obligations. The representations and warranties made by the Borrower in this Agreement and in each other Loan Document shall survive the execution and delivery of this Agreement and each such other Loan Document.

#### Severability; Independence of Obligations

Any provision of this Agreement or any other Loan Document which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or such Loan Document or affecting the validity or enforceability of such provision in any other jurisdiction.

The Borrower agrees that the Borrower's obligations under this Agreement (including its obligation to repay the Loan) (a) are independent of the Construction Contract and (b) will not be invalidated, suspended or limited in any way by any termination, rescission, cancellation, invalidation, non-performance or non-completion of the Construction Contract or any other contract, agreement or arrangement relating thereto (other than the Loan Documents) or any dispute or claim between the Borrower and/or the Builder and/or any suppliers and/or any other third parties under or in connection with the Construction Contract, or any defence thereto, or any insolvency proceedings relating to the Builder or any other Person.

#### Headings

The various headings of this Agreement and of each other Loan Document are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or such other Loan Document or any provisions hereof or thereof.

#### Execution in Counterparts

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

#### Third Party Rights

- (a) 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 to enjoy the benefit of any term of this Agreement except that each of Finnvera and Hermes may enforce and enjoy any rights specifically conferred upon Finnvera or Hermes pursuant to this Agreement.
- (b) Notwithstanding any term of any Loan Document, the consent of any person who is not a party to a Loan Document (other than Finnvera, FEC (until such time as it becomes a party thereto pursuant to the FEC Transfer Certificates) or Hermes) is not required to rescind or vary this Agreement at any time.

#### Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs (in the case of Executive) and assigns; provided that:

- (a) assigns. No rights or obligations of Company under this Agreement may be assigned or transferred by Company, except that such rights or obligations may be assigned or transferred pursuant to a merger, consolidation or other combination, reconstruction or amalgamation or a sale or liquidation of all or substantially all of the extent permitted under Section 7.2.6, the Borrower business and assets of Company. Executive may not assign Executive's rights and obligations under this Agreement other than Executive's rights to compensation and benefits, which may be transferred only by will or transfer operation of law.

17. LEGAL EXPENSES. Each party shall pay for all expenses incurred on its rights behalf in connection with this Agreement.

18. DISPUTE RESOLUTION. Executive and Company agree that any and all claims or obligations disputes arising between Executive and Company or its Affiliates, including but not limited to any claims arising out of or relating in any way to this Agreement, its validity or enforceability, or Executive's employment, and any other claims against Company or its Affiliates ("Dispute"), will be resolved exclusively by final and binding arbitration, except with respect to any claim (i) that is expressly precluded from arbitration by a governing federal law or by a state law that is not preempted by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") or (ii) that seeks

12

---

injunctive or other equitable relief in aid of arbitration, or to maintain the status quo pending arbitration.

(a) Any party (a "Disputing Party") may initiate consideration of a Dispute hereunder by giving written notice to the other party of the existence of a Dispute (a "Dispute Notice"). Such notice shall set forth in reasonable detail the nature of the Dispute to be considered and shall be accompanied by a full disclosure of all factual evidence then available to the Disputing Party and by a statement of the applicable legal basis of the dispute; provided, however, that (i) to provide any such disclosure or to state any legal basis shall not operate as a waiver of such legal basis or operate to preclude the presentation or introduction of such factual evidence at a later time or in any subsequent proceeding or litigation or otherwise constitute a waiver of any right that a party may then or thereafter possess; and (ii) any settlement proposal made or proposed shall be deemed to have been made or proposed as part of a settlement discussion and may not be introduced in a legal proceeding without the prior written consent of the Facility Agent party making such proposal. The parties shall thereafter engage in good faith negotiations between themselves or their representatives for a period not to exceed thirty (30) days. Upon the giving or receipt of a Dispute Notice and each Lender, the expiration of the thirty (30) day period provided in Section 18(a) hereof, during which good faith negotiations must have taken place, the parties may then commence arbitration in accordance with this Section 18(a) and



(b) subsequent subsections. Any dispute or claim arising from or relating to this Agreement, any dispute or claim arising from the rights and obligations created under this Agreement, or any dispute or claim relating to the breach of sale, assignment and transfer this Agreement, shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules (and not the National Rules for the Resolution of Employment Disputes) of the Lenders American Arbitration Association. A party with a dispute or claim shall provide written notice requesting dispute resolution pursuant to this Section (the "Notice"). The arbitration panel shall be composed of three (3) arbitrators. The arbitration proceedings shall be conducted in Miami, Florida. Each party shall appoint one arbitrator within fourteen (14) calendar days from the receipt of Notice. These two arbitrators shall appoint the third arbitrator by mutual agreement within fourteen (14) calendar days of their own appointment. If the two (2) arbitrators appointed by the parties cannot agree on the third arbitrator within the specified time frames, the American Arbitration Association shall appoint one or more qualified arbitrators, as the case may be, as provided for in the Commercial Arbitration Rules of the American Arbitration Association.

(b) Subject to the last sentence of this Section 18(b), each party shall be liable for 50% of the costs of the arbiters and of any other costs of the arbitration proceeding itself. If either party refuses to pay such costs and the other party makes payment of all costs which would otherwise be due, the arbitration panel shall enter an award in favor of the party which complies with its obligation to pay such costs. In accordance with Section 18(d) hereof, upon the entering of an award, the arbitration panel shall award the prevailing party all of its legal fees and costs incurred with respect to prosecuting or defending its case, including its share of the costs of the arbitration proceeding itself.

(c) The arbitration proceedings shall in all events include the right to a hearing, the right to cross-examine witnesses giving oral or written testimony, and the right to subpoena witnesses to testify at the hearing.

13

(d) The arbitration shall be final and binding on the parties without any right to appeal in any court of law.

(e) The covenant to arbitrate set forth in this Section 18 shall continue in effect after the expiration or termination of this Agreement.

(f) Notwithstanding any other provision in this Section 18, Company or its Affiliates shall be entitled to seek preliminary or permanent injunctive relief, or such other equitable relief, in a court of competent jurisdiction, in order to address and remedy violations or alleged violations by the Executive or the provisions of Sections 8, 9, 10, or 11 of this Agreement.

(g) Company does not currently have a formal dispute resolution policy for U.S. based employees. To the extent Company later implements a formal dispute resolution policy for U.S. based employees, Executive agrees to be bound by such policy upon thirty (30) days' written notice of the implementation of such policy. Implementation of such a policy shall not operate as a cancellation of this Agreement.

19. SECTION 409A. The provisions of this Agreement are intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), or an exemption thereunder, and the provisions of this Agreement shall be interpreted consistent with such intention. Notwithstanding anything in this Agreement to the contrary, all payments to be made upon a termination of employment under this Agreement will only be made upon a "separation from service" within the meaning of Section 409A of the Code. Each individual payment provided for under this Agreement is intended to be a separate payment and all installment payments are intended to be separation payments for purposes of Section 409A. The timing of the payments under this Agreement that are subject to Section 11.11.

#### Sale and Transfer of the Loan; Participations in the Loan

Each Lender may assign or transfer its Percentage or portion of the Loan to one or more other Persons (a "New Lender"), or sell participations in its Percentage or portion of the Loan to one or more other Persons subject to this Section 11.11.

#### SECTION 11.1.1. Assignments and transfers

(A) (i) Any Lender with the written consents of the Borrower and the Facility Agent (which consents 409A shall not be unreasonably accelerated or delayed, unless any such acceleration or withheld delay is in compliance with Section 409A. In no event may the Executive, directly or indirectly, designate the calendar year of payment. Company makes no representation nor warranty and which consent, in the case shall have no liability to Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Borrower, shall be deemed to have been given in the absence Code, but do not satisfy an exemption from, or conditions of, a written notice delivered



by the Borrower to the Facility Agent, on or before the fifth Business Day after receipt by the Borrower of such Lender's request for consent, stating, in reasonable detail, the reasons why the Borrower proposes to withhold such consent) may at any time (and from time to time) assign or transfer to one or more commercial

Page 123

banks or other financial institutions all or any fraction of such Lender's share Section 409A of the Loan; provided that in the case of any assignee or transferee, such assignee or transferee (other than in the case of FEC) shall be reasonably acceptable to (1) Hermes (in relation to the Hermes Loan) and (2) Finnvera (in relation to the FEC Loan and, if applicable, the Finnvera Balancing Loan). Code.

(ii) Any Lender, with notice to the Borrower<sup>20</sup>. INDEMNIFICATION. Company shall defend and the Facility Agent in all cases except in the case of an assignment or transfer to FEC or Finnvera, and, notwithstanding the foregoing clause (i), without the consent of the Borrower, or the Facility Agent may assign or transfer (a) to FEC or Finnvera (including, but not limited to, an assignment and/or transfer by such Lender as an Original FEC Lender to FEC under an FEC Transfer Certificate or by FEC to such Lender as an Original FEC Lender) or following the Disbursement Date, to any of its Affiliates or (b) following the occurrence and during the continuance of an Event of Default under Section 8.1.1, 8.1.4(a) or 8.1.5, to any other Person, in either case, all or any fraction of such Lender's portion of the Loan but on the basis that, in the case of clause (a) and clause (b), any assignee or transferee (other than in the case of FEC or Finnvera) shall be reasonably acceptable to (1) the Facility Agent and (2) Finnvera (in relation to the FEC Loan and, if applicable, the Finnvera Balancing Loan) and (3) Hermes (in relation to the Hermes Loan).

(iii) Any Lender may (notwithstanding the foregoing clauses, and without notice to, or consent from, the Borrower or the Facility Agent) assign or charge all or any fraction of its portion of the Loan to any federal reserve bank or central bank as collateral security in connection with the extension of credit or support by such federal reserve bank or central bank to such Lender.

(iv) No Lender may (notwithstanding the foregoing clauses) assign or transfer any of its rights under this Agreement if the proposed assignment or transfer would result in a breach of any terms of the Finnvera Guarantee, if applicable, the Second Finnvera Guarantee or the Hermes Insurance Policy.

(v) No Lender may (notwithstanding the foregoing clauses) assign or transfer any of its rights under this Agreement unless it has given prior written notification of the transfer to each of the Finnish Authorities, Hermes and the Facility Agent and the Facility Agent has obtained a prior written consent from the Finnish Authorities and Hermes.

(vi) Nothing in this Section 11.11.1 shall prejudice the right of a Lender to assign or transfer its rights under this Agreement to the Finnish Authorities or Hermes, if such assignment or transfer is required to be made by that Lender to the Finnish Authorities and Hermes indemnify Executive, in accordance with the Finnvera Guarantee, if applicable, the Second Finnvera Guarantee or the Hermes Insurance Policy.

Save in the case then governing Articles of a transfer to FEC pursuant to the FEC Transfer Documents, each Person described in the foregoing clauses Incorporation, as being the Person to whom such assignment or transfer is to be made, is hereinafter referred to amended, and Bylaws, as an "Assignee Lender" or "Transferee Lender". Assignments or transfers in a minimum aggregate amount amended, of \$25,000,000 (or, if less, all of such Lender's portion of the Loan and Commitment) (which assignment or transfer shall, other than in the case of any portion of the Fifth Amendment Upsize Commitment or the Seventh Amendment Upsize Commitment, be of a constant, and not a varying, percentage of such Lender's portion of the Loan) are permitted; provided that the Borrower and the Facility Agent shall be entitled to continue to deal solely and

Page 124

directly with such Lender in connection with the interests so assigned or transferred to an Assignee Lender or a Transferee Lender (as the case may be) until:

- (a) written notice of such assignment or transfer, together with payment instructions, addresses and related information with respect to such Assignee Lender or Transferee Lender, shall have been given to the Borrower and the Facility Agent by such Lender and such Assignee Lender or Transferee Lender;
- (b) such Assignee Lender or Transferee Lender shall have executed and delivered to the Borrower and the Facility Agent a Lender Assignment Agreement or a Transfer Certificate as set out in (B) below, accepted by the Facility Agent;
- (c) the Facility Agent on behalf of FEC shall have received the Additional FEC Transfer Documents where required; and
- (d) the processing fees described below shall have been paid.

From and after the date that the Facility Agent accepts such Lender Assignment Agreement or Transfer Certificate and receives the Additional FEC Transfer Documents where required, (x) the Assignee Lender or Transferee Lender thereunder shall be deemed automatically to have become a party hereto and to the extent that rights and obligations hereunder have been assigned or transferred to such Assignee Lender or Transferee Lender in connection with such Lender Assignment Agreement or Transfer Certificate, shall have the rights and obligations of a Lender hereunder and under the other Loan Documents, and (y) the assignor or transferor Lender, to the extent that rights and obligations hereunder have been assigned or transferred by it, shall be released from its obligations hereunder and under the other Loan Documents, other than any obligations arising prior to the effective date of such assignment or transfer. Except to the extent resulting from a subsequent change in law, in no event shall the Borrower be required to pay to any Assignee Lender or Transferee Lender any amount under Clause 6 of Exhibit T or Sections 4.3, 4.4, 4.5 and 4.6 that is greater than the amount which it would have been required to pay had no such assignment or transfer been made. Such assignor Lender, transferor Lender or such Assignee Lender or Transferee Lender (unless a party to an FEC Transfer Certificate under which FEC is the transferee) must also pay a processing fee to the Facility Agent upon delivery of any Lender Assignment Agreement or Transfer Certificate in the amount of \$2,000 (and shall also reimburse the Facility Agent **Company**, for any reasonable out-of-pocket costs, including reasonable attorneys' fees and expenses, incurred in connection with the assignment **civil** or transfer).

(B) Procedure for transfer to (i) FEC under an FEC Transfer Certificate or (ii) a Transferee Lender under a Transfer Certificate

- (a) A novation is effected if:
  - (i) the Existing Lender and FEC or Transferee Lender (as the case may be) deliver to the Facility Agent a duly completed FEC Transfer Certificate or Transfer Certificate (as the case may be); and
  - (ii) the Facility Agent executes it.

Page 125

The Facility Agent must execute as soon as reasonably practicable any FEC Transfer Certificate or Transfer Certificate (as the case may be) delivered to it and which appears on its face to be in order.

- (b) The Facility Agent shall only be obliged to execute an FEC Transfer Certificate or Transfer Certificate delivered to it by (i) the Existing Lender and FEC or (ii) the Existing Lender and the Transferee Lender upon its completion of all "know your customer" checks that it is required to carry out in relation to the transfer to FEC or such Transferee Lender and upon receipt of the Additional FEC Transfer Documents where required.

- (c) Each party to this Agreement (other than the Existing Lender and FEC or Transferee Lender (as the case may be)) irrevocably authorises the Facility Agent to execute any duly completed FEC Transfer Certificate or Transfer Certificate, as applicable on its behalf.
- (d) On the Effective Date (as defined in the relevant Transfer Certificate):
- (i) FEC or the Transferring Lender (as applicable) will assume the rights and obligations of the Existing Lender in connection with (i) the FEC Loan in the relevant FEC Transfer Certificate or (ii) any portion of the Loan in the relevant Transfer Certificate by way of novation in substitution for the Existing Lender; and
  - (ii) the Existing Lender will be released from those obligations and cease to have those rights.

**(C) Limitation of responsibility of Existing Lenders**

- (a) Unless expressly agreed to the contrary and save in the case of a transfer by the Original Lenders to FEC on the Effective Date, 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 Loan Documents or the Credit Support Documents;
  - (ii) the financial condition of the Borrower;
  - (iii) the performance and observance by the Borrower of its obligations under the Loan Documents; or
  - (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Loan Document or the Credit Support Documents,

and any representations or warranties implied by law are excluded.

- (b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:
- (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs

Page 126

of the Borrower 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 Finance Party in connection with any Loan Document or Credit Support Document; and

- (ii) will continue to make its own independent appraisal of the creditworthiness of the Borrower and its related entities whilst any amount is or may be outstanding under the Loan Documents or any Commitment is in force.
- (c) Nothing in any Loan 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 11.11.1 except in the case of an FEC Reassignment; or
  - (ii) support any losses directly or indirectly incurred by the New Lender dispute resolution proceeding involving Executive, by reason of the non-performance fact that Executive is or was serving as an officer of Company or is or was otherwise serving at the request of Company.

**21. MISCELLANEOUS.**

- (a) This Agreement shall be subject to and governed by the Borrower of its obligations under the Loan Documents or otherwise, save where Lenders are obliged to reimburse FEC for any Break Costs.

#### SECTION 11.1.2. Participations

Any Lender may at any time sell to one or more commercial banks or other financial institutions (herein called a "Participant") participating interests in its Loan; provided that:

(a) no participation contemplated in this Section 11.1.2 shall relieve such Lender from its obligations hereunder;

(b) such Lender shall remain solely responsible for the performance of its obligations hereunder;

(c) the Borrower and the Facility Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and each law of the other Loan Documents; State of Florida, without regard to the conflicts of laws principles thereof.

(d) no Participant, unless such Participant is an Affiliate of such Lender, shall be entitled to require such Lender to take or refrain from taking any action hereunder or under any other Loan Document, except that such Lender may agree with any Participant that such Lender will not, without such Participant's consent, take any actions of the type described in clauses (b) through (f) of Section 11.1(A);

(e) the Borrower The section headings contained herein are for reference purposes only and shall not be required to pay in any amount under Clause 6 way affect the meaning or the interpretation of Exhibit T or Sections 4.3, 4.4, 4.5 and 4.6 that is greater than the amount which it would have been required to pay had no participating interest been sold; and

(f) each Lender that sells a participation under this Section 11.1.2 that constitutes a sale of its share in the Loan or an interest therein for U.S. federal income tax purposes shall, acting solely for this purpose as a non-Agreement.

Page 12714

fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts of (and stated interest on) each of the Participant's interest in that Lender's portion of the Loan, Commitments or other interests hereunder (the "(c)Participant Register"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender may treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes hereunder.

The Borrower acknowledges and agrees that each Participant, for purposes of Clause 6 of Exhibit T and Sections 4.3, 4.4, 4.5, 4.6 and clause (e) of Section 7.1.1, shall be considered a Lender.

#### SECTION 11.1.3. Register

The Facility Agent, acting as agent for the Borrower, shall maintain at its address referred to in Section 11.2 a copy of each Lender Assignment Agreement and each Transfer Certificate delivered to and accepted by it and a register for the recordation of the names and addresses of the Lenders and the Commitment(s) of, and principal amount of the Loan owing to, each Lender from time to time (the "Register"). The entries in the Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower, the Facility Agent and the Lenders may treat each Person whose name is recorded in the Register as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

#### Other Transactions

Nothing contained herein shall preclude the Facility Agent or any Lender from engaging in any transaction, in addition to those contemplated by this Agreement or any other Loan Document, with the Borrower or any of its Affiliates in which the Borrower or such Affiliate is not restricted hereby from engaging with any other Person.

#### Hermes Insurance Policy

#### SECTION 11.1.4. Terms of Hermes Insurance Policy

(a) The Hermes Insurance Policy will cover 95% of the Hermes Loan.

- (b) The Hermes Fee will equal 2.79% of the aggregate principal amount of the Hermes Loan as at the Actual Delivery Date.
- (c) The parties have entered into this Agreement on the basis that the Hermes Insurance Policy shall contain the following terms and should such terms not be included within the Hermes Insurance Policy, then the Borrower may cancel the Commitment(s):
- (i) 25% of the Hermes Fee as in effect on the date of issuance of the Hermes Insurance Policy ("First Fee") will be payable to the Hermes Agent or Hermes in Dollars within two (2) Business Days of receipt by the Borrower of demand from the Hermes

Page 128

Agent following the later to occur of (i) the issue of the Hermes Insurance Policy and (ii) the Effective Date;

- (ii) the balance of the Hermes Fee (being the amount thereof under paragraph (b) above less the First Fee) ("Second Fee") will be payable in Dollars to the Hermes Agent or Hermes on the Actual Delivery Date;
- (iii) if the Hermes Commitment is cancelled in full by the Borrower or the Lenders on or prior to the Actual Delivery Date, Hermes shall be required to reimburse the Hermes Agent the amount of the First Fee less an administration fee (such administration fee to be no greater than 5% of the amount refunded but in any event not exceeding EUR2,500);
- (iv) if the Hermes Commitment is cancelled in part by the Borrower on or prior to the Actual Delivery Date, Hermes shall be required to reimburse the Hermes Agent an amount equal to a corresponding proportion of the First Fee, based on the proportion of the aggregate Hermes Commitment prior to such cancellation to the aggregate Hermes Commitment after giving effect to such cancellation, less an administration fee (such administration fee to be no greater than 5% of the amount refunded but in any event not exceeding EUR2,500); and
- (v) if, after the Actual Delivery Date, the Borrower prepays all or part of the Hermes Loan in accordance with this Agreement, Hermes shall be required to reimburse the Hermes Agent an amount equal to a corresponding proportion of the unexpired portion of the Hermes Fee, having regard to the amount of the prepayment and the remaining term of the Hermes Loan less the sum of (x) a break funding fee equal to 20% of the unexpired portion of the Hermes Fee and (y) an administration fee (such fee to be no greater than 5% of the amount refunded but in any event not exceeding EUR2,500).

#### SECTION 11.1.5. Obligations of the Borrower

- (a) Provided that the Hermes Insurance Policy complies with Section 11.13.1, the Borrower shall pay (a) the First Fee to the Hermes Agent in accordance with Section 11.13.1(c)(i) and (b) the Second Fee to the Hermes Agent on the Actual Delivery Date. In each case, if received by the Hermes Agent, the Hermes Agent shall pay such amount to Hermes.
- (b) Provided that the Hermes Insurance Policy complies with Section 11.13.1, the Borrower shall pay to the Hermes Agent an issue fee of EUR12,500 for the issue of the Hermes Insurance Policy at the same time that the First Fee is payable.

#### SECTION 11.1.6. Obligations of the Hermes Agent and the Lenders

Page 129

- (a) Promptly upon receipt of the Hermes Insurance Policy from Hermes, the Hermes Agent shall (subject to any confidentiality undertakings given to Hermes by the Hermes Agent pursuant to the terms of the Hermes Insurance Policy) send a copy thereof to the Borrower.
- (b) The Hermes Agent shall perform such acts or provide such information which are, acting reasonably, within its power so to perform or so to provide, as required by Hermes under the Hermes Insurance Policy and as are necessary to ensure that the Lenders obtain the support of Hermes pursuant to the Hermes Insurance Policy.
- (c) The Hermes Agent shall (in the circumstances described in Section 11.13.1(c)(iii), (iv) or (v)):
  - (i) make written requests to Hermes seeking a reimbursement of the Hermes Fee promptly after the relevant cancellation or prepayment and (subject to any confidentiality undertakings given to Hermes by the Hermes Agent pursuant to the terms of the Hermes Insurance Policy) provide a copy of the request to the Borrower;
  - (ii) use its reasonable endeavours to maximise the amount **failure** of any reimbursement of the Hermes Fee **party** to which the Hermes Agent is entitled;
  - (iii) pay to the Facility Agent the full amount of **enforce** any reimbursement of the Hermes Fee that the Hermes Agent receives from Hermes within two (2) Business Days of receipt with same day value for application as a prepayment towards the Hermes Loan in such order as the Hermes Lenders (in consultation with the Borrower) shall require; and
  - (iv) relay the good faith concerns of the Borrower to Hermes regarding the amount it is required to pay to Hermes or the amount of any reimbursement to which the Hermes Agent is entitled, it being agreed that the Hermes Agent's obligation shall be no greater than simply to pass on to Hermes the Borrower's concerns.
- (d) Each Hermes Lender will co-operate with the Hermes Agent, the Facility Agent and each other Hermes Lender, and take such action and/or refrain from taking such action as may be reasonably necessary, to ensure that the Hermes Insurance Policy continues in full force and effect and shall indemnify and hold harmless each other Lender in the event that the Hermes Insurance Policy does not continue in full force and effect due to its gross negligence or wilful default.

Page 130

#### Finnvera and FEC

##### SECTION 11.1.7. Finnvera Guarantee and Second Finnvera Guarantee

- (a) Promptly upon receipt of the Finnvera Guarantee and, if applicable, the Second Finnvera Guarantee from Finnvera and provided that the Borrower provides a confidentiality undertaking to Finnvera in respect of the Finnvera Guarantee and, if applicable, the Second Finnvera Guarantee, the Facility Agent shall (subject to any confidentiality undertakings given to Finnvera by the Facility Agent pursuant to the terms of the Finnvera Guarantee and, if applicable, the Second Finnvera Guarantee) send a copy thereof to the Borrower.
- (b) The Facility Agent shall procure that if, after the Disbursement Date, the Borrower prepays the FEC Loan and/or the Finnvera Balancing Loan in part or in full in accordance with Section 3.2.1, the Finnvera Guarantee and, if applicable, the Second Finnvera Guarantee will require Finnvera to reimburse the Guarantee Holder for the account of the Borrower all or a corresponding portion of any Finnvera Premium or the Finnvera Balancing Premium (as the case may be) paid prior to the date of such prepayment in an amount calculated in accordance with the Finnvera Premium Refund Formula.
- (c) Any refund of the Finnvera Premium and/or the Finnvera Balancing Premium (as the case may be) pursuant to Section 11.14.1(b) above shall be subject to:

- (i) there not having been any claims for indemnification under the Finnvera Guarantee and/or the Second Finnvera Guarantee (as the case may be) up to the date of such refund payment by Finnvera; and
  - (ii) the irrevocable release of Finnvera from any liability under (i) the Finnvera Guarantee in respect of the portion of the FEC Loan prepaid and/or (ii) the Second Finnvera Guarantee in respect of the portion of the Finnvera Balancing Loan prepaid.
- (d) The Facility Agent shall procure that the Guarantee Holder shall:
- (i) make a written request to Finnvera seeking a reimbursement of the Finnvera Premium and/or the Finnvera Balancing Premium (as the case may be) in the circumstances described in Section 11.14.1(b) and (c) above promptly after the relevant prepayment and (subject to any confidentiality undertakings given to Finnvera by the Facility Agent pursuant to the terms of the Finnvera Guarantee and/or the Second Finnvera Guarantee (as the case may be)) provide a copy of the request to the Borrower;
  - (ii) use its reasonable endeavours to maximize the amount of any reimbursement of the Finnvera Premium and/or the Finnvera Balancing Premium (as the case may be) from Finnvera to which the Guarantee Holder is entitled;

Page 131

- (iii) agree to the irrevocable release of Finnvera from any liability under the (i) Finnvera Guarantee in respect of the portion of the FEC Loan prepaid and/or (ii) the Second Finnvera Guarantee in respect of the portion of the Finnvera Balancing Loan prepaid; and
  - (iv) pay to the Borrower the full amount of any reimbursement of the Finnvera Premium and/or Finnvera Balancing Premium (as the case may be) that the Guarantee Holder receives from Finnvera pursuant to the terms of the Finnvera Guarantee and/or the Second Finnvera Guarantee (as the case may be) within five (5) Business Days of receipt with same day value and such amount of any such reimbursement shall be applied as a prepayment against the FEC Loan and the Finnvera Balancing Loan on a pro rata basis provided that the Borrower may direct how such pro rata prepayment shall be applied between the FEC Tranche A Loan and the FEC Tranche B Loan.
- (e) The Borrower acknowledges that the Finnvera Premium and, if applicable, the Finnvera Balancing Premium shall be calculated as provided in Section 3.5.4 and Section 3.5.5 respectively and shall be paid to Finnvera from the proceeds of the FEC Loan and, if applicable, the Finnvera Balancing Loan respectively on the Disbursement Date and duly authorises (i) FEC to pay the Finnvera Premium to Finnvera on the Disbursement Date by utilising the proceeds of the FEC Loan and (ii) if applicable, the Original Finnvera Balancing Lenders to pay the Finnvera Balancing Premium to Finnvera on the Disbursement Date by utilising the proceeds of the Finnvera Balancing Loan.

#### SECTION 11.1.8. Facility Agent and Finnvera dealings

- (a) The parties to this Agreement agree that the Facility Agent may act on the instructions of Finnvera in relation to this Agreement, provided that nothing in this Clause shall permit the Facility Agent to do anything which would alter the rights and/or obligations of any Finance Party or the Borrower as set out in this Agreement.
- (b) Subject to any provision of the FEC Transfer Documents to the contrary, the Facility Agent as the Guarantee Holder under the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee agrees with the Lenders to act in compliance with the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee.
- (c) The Facility Agent as the Guarantee Holder under the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee may inform Finnvera of any increase or material change in any risk covered by the Finnvera Guarantee to the extent it is required to do so under the terms of the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee and/or related Finnvera General Terms or for the purposes of ensuring the continuing validity of the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee and shall notify the Borrower in case it so informs Finnvera.

#### FEC Transfer Documents

- (a) The Borrower acknowledges that:
- (i) the Original FEC Lenders have entered into or will enter into (as applicable) the FEC Transfer Documents pursuant to which the Original FEC Lenders will, amongst other things, assign and transfer their respective rights and obligations under this Agreement to FEC; and
  - (ii) following the assignment and transfer referred to above, the Facility Agent shall act as agent for FEC under the Loan Documents and the Guarantee Holder shall continue to act as holder of the Finnvera Guarantee for and on behalf of the FEC Lender(s).
- (b) The Borrower and each Finance Party shall co-operate and actively assist each other with respect to any obligations such Finance Party may have under or in connection with any Credit Support Document provided however, the Borrower shall not be required to act in a manner that it considers to be contrary or adverse to its own interests or may, directly or indirectly, result in any increased or additional cost or liability to the Borrower whether under the Loan Documents or otherwise (except for costs and expenses which the Borrower has agreed, pursuant to any Loan Document or otherwise, to pay).
- (c) The Finance Parties have obligations under the FEC Transfer Documents (to which they are a party) and the Facility Agent has obligations as holder of the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee which they would not have incurred (or in relation to which it would not have had any liability) if they had not entered into the FEC Transfer Documents or become holder of the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee. Accordingly, the Borrower agrees to indemnify each Finance Party against any cost, loss or liability incurred by such Finance Party in connection with the FEC Transfer Documents (to which such Finance Party is a party and acting in whatever capacity) or as holder of the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee and for any cost, loss or liability for which such Finance Party may be liable to FEC or Finnvera or otherwise under any FEC Transfer Document to which it is a party (acting in whatever capacity) or in respect of the Finnvera Guarantee, and, if applicable, the Second Finnvera Guarantee unless caused by the gross negligence or wilful misconduct of that Finance Party or the failure to perform or any default by that Finance Party under the relevant FEC Transfer Document, this Agreement, any other Loan Document, the Finnvera Guarantee, or, if applicable, the Second Finnvera Guarantee.
- (d) The FEC Transfer Documents shall be executed concurrently with signing this Agreement.
- (e) The Facility Agent shall or (as the case may be) shall procure that the Guarantee Holder shall, provide a copy of each FEC Transfer Document to the Borrower promptly following execution of the same.

#### Application of proceeds under the Finnvera Guarantee, the Second Finnvera Guarantee and the Hermes Insurance Policy

- (a) If any Finance Party receives any proceeds under the Finnvera Guarantee, the Second Finnvera Guarantee or the Hermes Insurance Policy, it shall transfer such moneys to the Facility Agent.



- (b) Any proceeds referred to in (a) above shall be applied by the Facility Agent in favour of (i) an FEC Lender only in relation to monies received under the Finnvera Guarantee (ii) if applicable, the Finnvera Balancing Lenders only in relation to monies received under the Second Finnvera Guarantee and (iii) the Hermes Lenders only in relation to monies received under the Hermes Insurance Policy and, for the avoidance of doubt, no such proceeds shall be made available to the Borrower.
- (c) Such proceeds shall be ignored when calculating the amount owing to the Lenders in respect of the FEC Loan, the Finnvera Balancing Loan (if applicable) or the Hermes Loan (as the case may be) and, for the avoidance of doubt, the obligations of the Borrower under the Loan Documents to which it is a party shall remain in full force and effect, notwithstanding the receipt of any such proceeds under the Finnvera Guarantee, the Second Finnvera Guarantee (if applicable) or the Hermes Insurance Policy (as the case may be).

#### Waiver of immunity

To the extent that the Borrower or any Finance Party has or hereafter may acquire any immunity from jurisdiction of any court of from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to itself or its property, the Borrower and such Finance Party hereby irrevocably waives, to the fullest extent permitted by law, such immunity in respect of its obligations under this Agreement and the other Loan Documents.

#### Law and Jurisdiction

##### SECTION 11.1.9. Governing Law

This Agreement and any non-contractual obligations arising out of or in respect of this Agreement shall in all respects be governed by and interpreted in accordance with English law.

##### SECTION 11.1.10. Jurisdiction

For no manner affect the exclusive benefit of right to enforce the Facility Agent same, and the other Finance Parties, the parties to waiver by any party of any breach of any provision of this Agreement irrevocably agree that the courts shall not be construed to be a waiver by such party of England are to have jurisdiction to settle any disputes which may arise succeeding breach of such provision or a waiver by such party of any breach of any other provision.

(d) In any dispute, arbitration and/or litigation arising out of or in connection with this Agreement, including appeals, the prevailing party shall be entitled to recover all legal fees and that costs incurred in such dispute, arbitration and/or litigation.

(e) In the event any proceedings may be brought in those courts. The Borrower irrevocably waives any objection which it may now or in the future have to the laying of

Page 134

the venue of any proceedings in any court referred to in this Section, and any claim that those proceedings have been brought in an inconvenient or inappropriate forum.

##### SECTION 11.1.11. Alternative Jurisdiction

Nothing contained in this Section shall limit the right of the Facility Agent or the other Finance Parties to commence any proceedings against the Borrower in any other court of competent jurisdiction nor shall the commencement of any proceedings against the Borrower in one or more jurisdictions preclude the commencement of any proceedings in any other jurisdiction, whether concurrently or not.

##### SECTION 11.1.12. Service of Process

Without prejudice to the right of the Facility Agent or the other Finance Parties to use any other method of service permitted by law, the Borrower irrevocably agrees that any writ, notice, judgment or other legal process shall be sufficiently served on it if addressed to it and left at or sent

by post to RCL Cruises Ltd., presently at Building 2, Aviator Park, Station Road, Addlestone, Surrey KT15 2PG, Attention: General Counsel, and in that event shall be conclusively deemed to have been served at the time of leaving or, if by international courier, at 9:00 am on the third Business Day after posting by international courier.

#### Confidentiality

Each of the Facility Agent and the Lenders agrees to maintain and to cause its Affiliates to maintain the confidentiality of all information provided to it by the Borrower or any Subsidiary of the Borrower, or by the Facility Agent on the Borrower's or such Subsidiary's behalf, under this Agreement, and neither it nor any of its Affiliates shall use any such information other than in connection with or in enforcement provisions of this Agreement shall for any reason be held invalid, illegal or in connection with other business now unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or hereafter existing or contemplated with the Borrower or any Subsidiary, except unenforceable provision shall be replaced by a mutually acceptable valid, and enforceable provision which comes closest to the extent such information (i) was or becomes generally available to the public other than as a result of disclosure by it or its Affiliates or their respective directors, officers, employees and agents, or (ii) was or becomes available on a non-confidential basis from a source other than the Borrower or any of its Subsidiaries so long as such source is not, to its knowledge, prohibited from disclosing such information by a legal, contractual or fiduciary obligation to the Borrower or any of its Affiliates; provided, however, that it may disclose such information (A) at the request or pursuant to any requirement of any self-regulatory body, governmental body, agency or official to which the Facility Agent, any Lender or any of their respective Affiliates is subject or in connection with an examination intent of the Facility Agent, such Lender or any of their respective Affiliates by any such authority or body, including without limitation the Federal Republic of Germany or Finland; (B) pursuant to subpoena or other court process; (C) when required to do so in accordance with the provisions of any applicable requirement of law but without limitation including the rules of any relevant stock exchange on which any Lender's or its Affiliate's shares are listed; (D) to the extent reasonably required in connection with any litigation or proceeding to which the Facility Agent, any Lender or their respective Affiliates parties.

(f) This Agreement may be party; (E) to the extent reasonably required executed in connection with the exercise any number of any remedy hereunder; (F) to the Facility Agent or such Lender's independent auditors, counsel, counterparts, each of which shall constitute an original and any other professional advisors all of the Facility Agent or such Lender who are advised of the confidentiality of such information; (G) to any direct participant, assignee or transferee and their representatives and professional advisers, in relation to any Loan Document or the Borrower, provided that such Person agrees to keep such information confidential to the

Page 135

same extent required of the Facility Agent which together shall constitute one and the Lenders hereunder; (H) as to the Facility Agent, any Lender or their respective Affiliates, as expressly permitted under the terms of any other document or agreement regarding confidentiality to which the Borrower or any Subsidiary is party with the Facility Agent, such Lender or such Affiliate; (I) to its Affiliates and its Affiliates' directors, officers, employees, professional advisors and agents, provided that each such Affiliate, director, officer, employee, professional advisor or agent shall keep such information confidential to the same extent required of the Facility Agent and the Lenders hereunder; (J) to each of Finnvera and Hermes provided that Finnvera or Hermes may only discuss such information subject to receiving a confidentiality undertaking from any recipient to whom such information is disclosed (other than in the case of other Export Credit Agencies); (K) to any other party to the Agreement; and (L) to any rating agency (including its professional advisers) such confidential information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Loan Documents and/or the Borrower. Each of the Facility Agent and the Lenders shall be responsible for any breach of this Section 11.19 by any of its Affiliates or any of its Affiliates' directors, officers, employees, professional advisors and agents.

#### Mitigation

(a) If the provisions of Section 3.2.2(b), 3.2.2(c) or 9.1.10(C) apply (and having regard to clause (b) below), the Facility Agent, the Borrower and the Lenders (or, in the case of Section 3.2.2(b) or 3.2.2(c), any affected Lender) shall discuss in good faith (but without obligation) for a period (the "instrument.Mitigation Period") of not less than, in the case of Sections 3.2.2(b) and 3.2.2(c), 50 days and, in the case of Section 9.1.10(C), 30 days (and which in the case of Section 3.2.2(b) and 3.2.2(b) shall commence on the first day of the 50-day period referred to in those respective Sections and, in the case of Section 9.1.10(C), shall run concurrently with the 30 day period

referred to in that Section or, concurrently with the three (3) month grace period applicable in the case of a suspension of the Hermes Insurance Policy ) after (x) in the case of Section 3.2.2(b) and 3.2.2(c), the date on which the Illegality Notice is given or (y) in the case of Section 9.1.10(C), the date such Section becomes applicable, as the case may be:

(i) in the case of Section 3.2.2(b) or 3.2.2(c), what steps may be open to the relevant Lender to mitigate or remove such circumstances (including, without limitation, the possibility of assigning the Lender's Commitment to an Affiliate or another Lending Office); and

(ii) in the case of Section 9.1.10(C), the circumstances in which Section 9.1.10(C) has become applicable and whether there are any steps or actions which can be taken to remove the effect of the circumstances as described in such Section and/or reinstate or replace the Hermes Insurance Policy.

If the provisions of Section 3.2.2(b) or 3.2.2(c) apply, if requested by the Borrower, the affected Lender shall, without limiting such Lender's obligation to enter into discussions as set forth above in this Section 11.20(a), use commercially reasonable efforts to transfer its Affected Commitment or its portion of the Loan, as the case may be, to one or more

Page 136

third parties at par during the Mitigation Period in the manner contemplated by Section 3.2.2(b) or (c) as relevant.

(b) To the extent required by or considered necessary by any party to this Agreement, the Lenders (and, in the case of Section 3.2.2(b) or 3.2.2(c), any affected Lender) shall use commercially reasonable efforts to include the Finnish Authorities and Hermes in all foregoing discussions.

(c) If an Illegality Notice shall be given by any Lender during the period falling 20 days prior to the Actual Delivery Date, the affected Lender will use all reasonable efforts to accelerate the mitigation steps of the type described or to be discussed pursuant to this Section to try and enable the Commitment of such Lender to still be available for drawing by the Borrower two (2) Business Days prior to the Actual Delivery Date in the manner contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused executed this ICON 1 Hull No. 1400 Credit Employment Agreement, to be executed by their respective officers thereunto duly authorised effective as of the day and year first above written.

ROYAL CARIBBEAN

CELEBRITY CRUISES LTD. INC.

By \_\_\_\_\_

Name:

Title:

Address: 1050 Caribbean Way

Miami, Florida 33132, United States of America

Facsimile No.: +1 (305) 539-6400

Email: agibson@rccl.com

bstein@rccl.com

Attention: Vice President, Treasurer

With a copy to: General Counsel

/s/ Dana Ritzcovan

Dana Ritzcovan

Director and Chief Human Resources Officer

KFW IPEX-BANK GMBH, as Facility Agent, Documentation Agent, Hermes Agent, Initial Mandated Lead Arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

Address: Palmengartenstrasse 5-9  
D-60325 Frankfurt am Main  
Germany  
Facsimile No.: +49 (69) 7431 3768  
Email: ole\_christian.sande@kfw.de  
Attention: Maritime Industries  
With a copy to: Credit Operations

Facsimile No.: +49 (69) 7431 2944 Dated: October 4, 2023

BNP PARIBAS FORTIS SA/NV, as Finnvera Agent, Other Mandated Lead Arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Address: 3, Montagne du Parc 3/ 1KA1D 1000 Brussels, Belgium  
Email: martine.periglione@bnpparibasfortis.com  
renaud.noirfalise@bnpparibasfortis.com  
Attention: Martine Periglione / Renaud Noirfalise  
With a copy to: sf.bo.servicing.cb@bnpparibasfortis.com

HSBC BANK PLC, as Other Mandated Lead Arranger and Original Lender

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

Title:

Address: Export and Asset Finance, Level 2, 8 Canada Square, London E14 5HQ, United Kingdom  
Email: gaurav.anand.kanade@hsbc.co.in  
Attention: Gaurav Anand Kanade

With a copy to:  
Email: graham.d.meek@hsbc.com  
Attention: Graham Meek

COMMERZBANK AG, New York Branch, as Other Mandated Lead Arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Address: 225 Liberty Street, 32nd Floor  
New York, NY 10281-1050, USA  
Email: Pedro.Bell@commerzbank.com  
Christina.Serrano@commerzbank.com  
Attention: Pedro Bell / Christina Serrano  
With a copy to: Export & Agency Finance  
Attention: Klaus-Dieter Schmedding / Dana Novotny  
Facsimile No.: +49 69 1362 3742  
Email: Klaus-Dieter.Schmedding@commerzbank.com  
Dana.Novotny@commerzbank.com

BANCO SANTANDER, S.A., as Other Mandated Lead Arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

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

Page 139

Title:

Address: Paseo de Pereda 9-12  
39004, Santander (Cantabria), Spain  
Facsimile No.: +34 91 289 179 /  
+34 91 289 10 280  
Email: vaberrio@gruposantander.com

anasanz@gruposantander.com  
Attention: Vanessa Berrio / Ana Sanz Gomez

Banco Santander, S.A. (Global Corporate Banking)  
Global Trade & Continental Europe Middle Office  
Ciudad Grupo Santander  
Edificio Encinar ground floor  
28660 Boadilla del Monte  
(Madrid) Spain

BANCO BILBAO VIZCAYA ARGENTARIA, S.A., Niederlassung Deutschland, as lead arranger and  
Original Lender

By \_\_\_\_\_  
Name:  
Title:  
By \_\_\_\_\_  
Name:  
Title:

Address: Neue Mainzer Strasse 28  
60311 Frankfurt am Main, Germany  
Email: Richard.heiler@bbva.com  
maria.zotes@bbva.com  
Attention: Richard Heiler / María Zotes

BAYERISCHE LANDESBANK, New York Branch, as lead arranger and Original Lender

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

Page 140

Title:  
By \_\_\_\_\_  
Name:  
Title:

Address: 560 Lexington Avenue  
New York, NY 10022, USA  
Facsimile No.: +1-212-310-9841  
Email: akjoller@bayernlbny.com  
Attention: Andrew Kjoller  
With a copy to: creditcompliance@bayernlbny.com  
loanoperations@bayernlbny.com  
Facsimile No.: +1-212 310 9930

DZ BANK AG, New York Branch, as lead arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Address: c/o DZ BANK AG, 100 Park Avenue, Floor 13 New York, NY 10017, USA  
Facsimile No.: +49 69 7447 99346  
Email: andreas.estelmann@dzbank.de  
Attention: Andreas Estelmann

JPMORGAN CHASE BANK, N.A., London Branch, as lead arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Address: 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom  
Email: romina.coates@jpmchase.com

Page 141

Attention: Romina Coates / Francois Turpault

With a copy to:

tsd.export.finance.emea@jpmchase.com francois.turpault@jpmorgan.com aida.topcagic@jpmchase.com

Timothy.inglis@jpmorgan.com

raj.subba@jpmorgan.com

shelley.j.robbs@jpmorgan.com

SMBC BANK INTERNATIONAL PLC, as lead arranger and Original Lender

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Address: 100 Liverpool Street, London EC2M 2AT, United Kingdom

Facsimile No.: +33 1 44 90 48 01  
Email: cedric\_leduigou@fr.smbcgroup.com  
Victor\_chavany@fr.smbcgroup.com  
corvin\_boehme@de.smbcgroup.com  
paul\_hodgsonjones@gb.smbcgroup.com

Attention: Victor Chavany / Cédric Le Duigou / Corvin Bohme / Paul Hodgson-Jones

LANDESBANK HESSEN-THÜRINGEN GIROZENTRALE, as Original Lender

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

Address: Neue Mainzer Strasse 52-58, 60311 Frankfurt am Main, Germany  
Facsimile No.: +69 9132 3208

Page 142

Email: navina.lucke@helaba.de,

Page 143

#### Schedule 4

#### Form of Guarantors' Acknowledgement and Confirmation



## ACKNOWLEDGMENT AND CONFIRMATION

This **ACKNOWLEDGMENT AND CONFIRMATION**, dated as of \_\_\_\_\_, 2023 (this "**Agreement**"), is entered into by each entity listed on the signature pages hereto as a guarantor (collectively, the "**Guarantors**", and each, a "**Guarantor**") and KfW IPEX-Bank GmbH, in its capacity as facility agent under each Amended Credit Agreement (as defined below) (in such capacities, the "**Facility Agent**"), for the benefit of the Agents and the Lenders (in each case, as defined in the applicable Amended Credit Agreement (as defined below)). Capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to such terms in the Icon 1 Amended Credit Agreement or the Icon 2 Amended Credit Agreement (as applicable) and/or the Icon 1 Amendment or the Icon 2 Amendment (as applicable).

## PRELIMINARY STATEMENTS

A. Reference is made to (i) that certain amended and restated credit agreement, dated as of October 11, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time prior to the date of this Agreement, the "**Existing Icon 1 Credit Agreement**"), by and among Royal Caribbean Cruises Ltd., a Liberian corporation ("**Royal**"), as borrower, the Facility Agent and the other parties from time to time party thereto in respect of the delivery finance for the vessel bearing hull no. 1400, (ii) that certain amendment agreement no. 7 to the Existing Icon 1 Credit Agreement signed or to be signed by, amongst others, the same parties as for the Existing Icon 1 Credit Agreement (the "**Icon 1 Amendment**"), (iii) that certain amended and restated credit agreement, dated as of October 11, 2017 (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time prior to the date of this Agreement, the "**Existing Icon 2 Credit Agreement**"), by and among Royal, as borrower, the Facility Agent and the other parties from time to time party thereto in respect of the delivery finance for the vessel bearing hull no. 1401 and (iv) that certain amendment agreement no. 7 to the Existing Icon 2 Credit Agreement signed or to be signed by, amongst others, the same parties as for the Existing Icon 2 Credit Agreement (the "**Icon 2 Amendment**").

B. The Existing Icon 1 Credit Agreement is being amended pursuant to the Icon 1 Amendment (the Existing Icon 1 Credit Agreement as so amended by the Icon 1 Amendment, the "**Amended Icon 1 Credit Agreement**"), subject to the terms and conditions set forth in the Icon 1 Amendment to, amongst other things, increase the US Dollar Maximum Loan Amount by an amount equal to eighty percent (80%) of the Contract Price Increase plus 100% of the Finnvera Premium in respect thereof.

C. The Existing Icon 2 Credit Agreement is being amended pursuant to the Icon 2 Amendment (the Existing Icon 2 Credit Agreement as so amended by the Icon 2 Amendment, the "**Amended Icon 2 Credit Agreement**"), subject to the terms and conditions set forth in the Icon 2 Amendment to, amongst other things, increase the US Dollar Maximum Loan Amount by an amount equal to eighty percent (80%) of the Contract Price Increase plus 100% of the Finnvera Premium in respect thereof.

D. In connection with the Existing Credit Agreements (as defined below), each of the Guarantors and the Facility Agent have entered into certain guarantee agreements as set forth on **Schedule A** hereto (as amended, amended and restated, restated, extended, supplemented or otherwise modified in writing and in effect from time to time, collectively, the "**Guarantee Agreements**").

E. As used herein, (i) each Guarantee Agreement and each other "Loan Document" (as defined in the applicable Existing Credit Agreement) to which a Guarantor is a party are hereinafter referred to collectively as the "**Existing Loan Documents**", (ii) "**Existing**

---

"**Credit Agreements**" refers, collectively, to the Existing Icon 1 Credit Agreement and the Existing Icon 2 Credit Agreement, and each, an "**Existing Credit Agreement**", (iii) "**Amendments**" refers, collectively, to the Icon 1 Amendment and the Icon 2 Amendment, and each, an "**Amendment**", and (iv) "**Amended Credit Agreements**" refers, collectively, to the Amended Icon 1 Credit Agreement and the Amended Icon 2 Credit Agreement, and each, an "**Amended Credit Agreement**".

F. Each Guarantor derives substantial direct and indirect benefits from the Existing Credit Agreements and the other Existing Loan Documents, expects to receive substantial direct and indirect benefits from the Amendments and the Amended Credit Agreements and is willing to execute and deliver this Agreement to reaffirm and ratify the Existing Loan Documents as provided herein.

Accordingly, in consideration of the premises and other good and valuable consideration, the parties hereto hereby agree as follows:

**1. Credit Agreement References.** The parties hereto acknowledge and agree that:

(a) each reference to the Existing Credit Agreement, however so defined, in the applicable Existing Loan Documents from and after the date hereof shall mean the applicable Amended Credit Agreement and agree that (i) all references in the Existing Loan Documents to specific sections of the applicable Existing Credit Agreement shall be deemed to refer to the sections of the applicable Amended Credit Agreement which contain the corresponding condition precedent, representation, covenant, notice, default or event of default or other provision, as amended, as applicable, included in such section of the applicable Existing Credit Agreement and (ii) the definition of each term defined by reference to the applicable Existing Credit Agreement shall be deemed to refer to the definition of such term set forth in the applicable Amended Credit Agreement, including, without limitation, the definitions of the terms "Obligations" and "Loans" (notwithstanding any reference to the specific amount of the Obligations or Loans in the Existing Credit Agreement or any of the Existing Loan Documents); and

(b) after giving effect to the Amendments, each Guarantor shall continue to be party to each Existing Loan Document to which it is a party.

**2. Reaffirmation; Continued Validity of Existing Loan Documents.**

(a) By its signature set forth below, each Guarantor hereby ratifies and confirms to the Facility Agent that, after giving effect to Amendments and the transactions contemplated thereby, each Existing Loan Document to which such Guarantor is a party shall continue in full force and effect and is the legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles and each Guarantor hereby ratifies and confirms each such Existing Loan Document.

(b) Each Guarantor hereby confirms (i) its obligations under and subject to the terms of each of the Existing Loan Documents to which it is a party, (ii) that such Guarantor shall continue to guarantee the Guaranteed Obligations (as defined in the applicable Guarantee Agreement, which Guaranteed Obligations shall be increased in connection with the Seventh Amendment Upsize Commitment to be made available by the relevant Original Lenders to Royal under the relevant Amended Credit Agreement) after giving effect to the Amendments to the fullest extent possible in accordance with the terms of each Guarantee Agreement to which such Guarantor is a party and (iii) that continuing to guarantee the Guaranteed Obligations (as

---

increased on the basis referred to above and as defined in the applicable Guarantee Agreement), after giving effect to the Amendments, does not cause any borrowing, guaranteeing or similar limit binding on such Guarantor to be exceeded.

(c) Each Guarantor hereby acknowledges that it has reviewed and consents to the terms and conditions of the Amendments and the Amended Credit Agreements and the transactions contemplated thereby.

**3. No Waiver.** Except as expressly set forth herein, the execution of the Amendments shall not operate as a waiver of any right, power or remedy of the Facility Agent, any other Agent or any Lender, constitute a waiver of any provision of any of the Existing Loan Documents or serve to effect a novation of any Guaranteed Obligations (as defined in the applicable Guarantee Agreement).

**4. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic (including in ".pdf" or ".tif" format) means shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execute," "execution," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Facility Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the

Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary the Facility Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Facility Agent pursuant to procedures approved by it.

**5. GOVERNING LAW, ETC.** THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

**6. Loan Document.** This Agreement shall constitute a “Loan Document” for all purposes of each Amended Credit Agreement.

**7. Effectiveness of Agreement.** This Agreement shall become effective as of the date hereof upon receipt by the Facility Agent of counterparts of this Agreement duly executed by each of the parties hereto.

[Signature Pages Follow]

---

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

**CELEBRITY CRUISE LINES INC.,**  
as a Guarantor

By:  
Name: Antje M. Gibson  
Title: Treasurer

[Signature Page to Acknowledgement and Confirmation]

---

**RCL CRUISE HOLDINGS LLC,**  
as a Guarantor

By:  
Name: Antje M. Gibson  
Title: VP, Treasurer

[Signature Page to Acknowledgement and Confirmation]

---

**TORCATT ENTERPRISES LIMITADA,**  
as a Guarantor

By:  
Name: Fausto Arcos Garcia  
Title: President

[Signature Page to Acknowledgement and Confirmation]

---

**RCL HOLDINGS COOPERATIEF UA,**  
as a Guarantor

By:  
Name: Henry L. Pujol  
Title: Director A

By: Intertrust (Netherlands) B.V.,  
as Director B

By:  
Name:  
Title:

By:  
Name:  
Title:

[Signature Page to Acknowledgement and Confirmation]

---

**RCL CRUISES LTD.,**

as a Guarantor

By:

Name: Ruth Marshall

Title: Director and Secretary

[Signature Page to Acknowledgement and Confirmation]

---

**RCL INVESTMENTS LTD.,**

as a Guarantor

By:

Name: Ruth Marshall

Title: Director

[Signature Page to Acknowledgement and Confirmation]

---

**RCI HOLDINGS LLC,**

as a Guarantor

By:

Name: Antje M. Gibson

Title: VP, Treasurer

[Signature Page to Acknowledgement and Confirmation]

---

**RCL NEW VESSEL HOLDING COMPANY LLC,**  
as a Guarantor

By:  
Name: Antje M. Gibson  
Title: VP, Treasurer

[Signature Page to Acknowledgement and Confirmation]

---

**ACKNOWLEDGED AND AGREED:**

**KFW IPEX-BANK GMBH,**  
as Facility Agent

By:  
Name:  
Title:

[Signature Page to Acknowledgement and Confirmation]

---

**SCHEDULE A**

**GUARANTEE AGREEMENTS**

1. First Priority Guaranty, dated as of February 15, 2021, by Celebrity Cruise Lines Inc., a company organized under the laws of the Cayman Islands ("CCL"), in favor of the Facility Agent in respect of the Existing Icon 1 Credit Agreement.
2. First Priority Guaranty, dated as of February 15, 2021, by CCL in favor of the Facility Agent in respect of the Existing Icon 2 Credit Agreement.
3. Second Priority Guaranty, dated as of February 15, 2021, by RCL Cruise Holdings LLC, a limited liability company formed and existing under the laws of the Republic of Liberia ("RCL Holdings"), Torcatt Enterprises Limitada, a *sociedad de responsabilidad limitada* formed and existing under the laws of the Republic of Costa Rica ("Torcatt"), RCL Holdings Cooperatief UA, a *coöperatie* duly organized and existing under the laws of the Netherlands ("RCL Cooperatief"), RCL Cruises Ltd., a private company limited by shares ("RCL Cruises"), and RCL Investments Ltd., a private company limited by shares ("RCL Investments"), in favor of the Facility Agent in respect of the Existing Icon 1 Credit Agreement.

4. Second Priority Guaranty, dated as of February 15, 2021, by RCL Holdings, Torcatt, RCL Cooperatief, RCL Cruises and RCL Investments in favor of the Facility Agent in respect of the Existing Icon 2 Credit Agreement.
5. Third Priority Guaranty, dated as of February 15, 2021, by RCI Holdings LLC, a limited liability company formed and existing under the laws of the Republic of Liberia ("RCI Holdings"), in favor of the Facility Agent respect of the Existing Icon 1 Credit Agreement.
6. Third Priority Guaranty, dated as of February 15, 2021, by RCI Holdings in favor of the Facility Agent in respect of the Existing Icon 2 Credit Agreement.
7. Guarantee, dated as of April 21, 2021, by RCL New Vessel Holding Company LLC, a limited liability company formed and existing under the laws of the Republic of Liberia ("RCL New Vessel"), in favor of the Facility Agent in respect of the Existing Icon 1 Credit Agreement.
8. Guarantee, dated as of April 21, 2021, by RCL New Vessel in favor of the Facility Agent in respect of the Existing Icon 2 Credit Agreement.

**Exhibit A**  
**Commitments of Original Lenders**

FEC Tranche A Commitments		
Original Lender	Original Commitments (USD equivalent of EUR)	Percentage (%)
KfW IPEX-Bank GmbH	254,698,572.63	25.00%
BNP Paribas Fortis SA/NV	127,349,286.23	12.50%
HSBC Bank plc	127,349,286.23	12.50%
Commerzbank AG, New York Branch	127,349,286.23	12.50%
Banco Santander, S.A.	127,349,286.23	12.50%
Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland	50,939,714.49	5.00%
Bayerische Landesbank, New York Branch	50,939,714.49	5.00%
DZ BANK AG, New York Branch	50,939,714.49	5.00%
JPMorgan Chase Bank, N.A., London Branch	50,939,714.49	5.00%
SMBC Bank International plc	50,939,714.49	5.00%

FEC Tranche B Commitments
---------------------------

Original Lender	Original Commitments (USD equivalent of EUR)	Original Percentage (%)	Fifth Amendment Upsize Commitments (USD equivalent of EUR)	Fifth Amendment Upsize Commitment Percentage (%)	Seventh Amendment Upsize Commitments (USD equivalent of EUR)	Seventh Amendment Upsize Commitment Percentage (%)
KfW IPEX-Bank GmbH	46,788,068.33	25.00%	20,584,260.32	27.50%	49,327,365.02	33.35969%

BNP Paribas Fortis SA/NV	23,394,034.28	12.50%	11,227,778.36	15.00%	19,291,626.50	13.04677%
HSBC Bank plc	23,394,034.28	12.50%	11,227,778.36	15.00%	19,291,626.50	13.04677%
Commerzbank AG, New York Branch	23,394,034.28	12.50%	11,227,778.36	15.00%	19,291,626.50	13.04677%
Banco Santander, S.A.	23,394,034.28	12.50%	9,356,481.96	12.50%	18,483,145.62	12.5%
Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland	9,357,613.71	5.00%	0	0%	0	0%
Bayerische Landesbank, New York Branch	9,357,613.71	5.00%	0	0%	0	0%
DZ BANK AG, New York Branch	9,357,613.71	5.00%	3,742,592.79	5.00%	7,393,258.24	5.00%
JPMorgan Chase Bank, N.A., London Branch	9,357,613.71	5.00%	3,742,592.79	5.00%	7,393,258.24	5.00%
SMBC Bank International plc	9,357,613.71	5.00%	3,742,592.79	5.00%	7,393,258.24	5.00%



Hermes Commitments		
Original Lender	Original Commitment (USD equivalent of EUR)	Original Percentage (%)
KfW IPEX-Bank GmbH	41,245,407.05	25.00%
BNP Paribas Fortis SA/NV	20,622,703.53	12.50%
Commerzbank AG, New York Branch	20,622,703.53	12.50%
Banco Santander, S.A.	20,622,703.53	12.50%
Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland	8,249,081.41	5.00%
Bayerische Landesbank, New York Branch	8,249,081.41	5.00%
DZ BANK AG, New York Branch	8,249,081.41	5.00%
JPMorgan Chase Bank, N.A., London Branch	8,249,081.41	5.00%
SMBC Bank International plc	8,249,081.41	5.00%
Landesbank Hessen-Thüringen Girozentrale	20,622,703.53	12.50%

Finnvera Balancing Commitments		
Original Lender	Original Commitment (USD equivalent of EUR)	Original Percentage (%)
KfW IPEX-Bank GmbH	0	0%
BNP Paribas Fortis SA/NV	0	0%
Landesbank Hessen-Thüringen Girozentrale	0	0%
Commerzbank AG, New York Branch	0	0%
Banco Santander, S.A.	0	0%
Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland	0	0%
Bayerische Landesbank, New York Branch	0	0%
DZ BANK AG, New York Branch	0	0%
JPMorgan Chase Bank, N.A., London Branch	0	0%
SMBC Bank International plc	0	0%

Exhibit B

Finnvera Balancing Premium Pricing Grid for Finnvera Balancing Loan

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
BASIS FOR PRICING	Senior Debt Rating of A- by Standard & Poor's or A3 By Moody's (or higher)	Senior Debt Rating of BBB+ by Standard & Poor's or Baa1 By Moody's	Senior Debt Rating of BBB by Standard & Poor's or Baa2 By Moody's.	Senior Debt Rating of BBB- by Standard & Poor's or Baa3 By Moody's.	Senior Debt Rating of BB+ by Standard & Poor's or Ba1 By Moody's.	Senior Debt Rating of BB by Standard & Poor's or Ba2 By Moody's.	Senior Debt Rating of BB- by Standard & Poor's or Ba3 By Moody's.	Senior Debt Rating of B+ by Standard & Poor's or B1 By Moody's.	Senior Debt Rating of B by Standard & Poor's or B2 By Moody's (or lower)
Premium Rate – ICON 1	2,63%	2,88%	3,15%	3,46%	3,81%	4,20%	4,63%	5,65%	6,99%

Exhibit C

Form of Opinion of Finnish Counsel to Facility Agent for Lenders

Final draft

## EXECUTIVE

/s/ Laura Hodges Bethge

Laura Hodges Bethge

To: The addressees listed in Schedule A (the "Addressees") President, Celebrity Cruises Inc.

(A)

[•] 20[•]

### FINNVERA BUYER CREDIT GUARANTEE AGREEMENT [•] – ICON 1 HULL NO. 1400

Dear Sirs,

We have acted as special Finnish counsel to you in connection with the Second Finnvera Guarantee (as defined below) granted by Finnvera plc ("Finnvera") as security for the credit made available under the facility agreement dated 11 October 2017 (as amended and restated from time to time) (the "Facility Agreement") entered into between, among others, Royal Caribbean Cruises Ltd. as the Borrower, KfW IPEX-Bank GmbH ("KfW") as Initial Mandated Lead Arranger, Original FEC Lender, Original Hermes Lender, Original Finnvera Balancing Lender, Facility Agent, Documentation Agent and Hermes Agent and BNP Paribas Fortis SA/NV ("BNP") as Other Mandated Lead Arranger, Original FEC Lender, Original Hermes Lender, Original Finnvera Balancing Lender and Finnvera Agent under the Facility Agreement, and in such capacity we have been requested to render this opinion (the "Opinion") to the Addressees.

Terms defined in the Facility Agreement shall have the same meaning when used in this Opinion unless otherwise defined herein or the context otherwise requires.

#### I. DOCUMENTS

For the purposes of this Opinion we have examined the following documents: Dated: October 4, 2023

15

- (a) a copy of the executed buyer credit guarantee agreement BC [•] dated [•] 20[•] (the "Second Finnvera Guarantee") entered into between Finnvera and KfW as the Guarantee Holder (as defined therein, the "Guarantee Holder") under which Finnvera has issued, in accordance with the Act on the State's Export Credit Guarantees (Fi: laki valtion vientitakuista (422/2001), as amended), a buyer credit guarantee to the Guarantee Holder as security for the credit made available to the Borrower under the Facility Agreement. The Second Finnvera Guarantee includes the General Conditions for Buyer Credit Guarantees dated 1 March 2004 issued by Finnvera (the "General Conditions") which are incorporated in the Second Finnvera Guarantee;

- (b) a copy of the executed assignment agreement dated [●] May 2023 (the “**Assignment Agreement**”) entered into between the Guarantee Holder as assignor and Landesbank Hessen-Thüringen Girozentrale as Assignee (as defined therein) (the “**Assignee**”) (the “**Assignment Agreement**”);
- (c) for the purposes only of terms used in each of the Second Finnvera Guarantee and the Assignment Agreement, defined by reference to, or provisions incorporated in the Second Finnvera Guarantee and the Assignment Agreement, as applicable, by reference to, the Facility Agreement, an executed copy of the Facility Agreement;
- (d) a copy of the extract from the minutes of the meeting of the Board of Directors of Finnvera number [●], held on [●];
- (e) a copy of the certificate dated [●] 20[●] signed by authorised representatives of Finnvera and certifying that (i) the decision of the Board of Directors of Finnvera referred to in paragraph (c) above remains in full force and effect and has not been revoked, amended, modified or superseded, subject to any subsequent amendments or modifications made in accordance with the internal instructions and policies of Finnvera, (ii) all corporate and other approvals, including the approval of the Finnish Ministry of Economic Affairs and Employment, if applicable, have been obtained and all corporate and other action have been taken as required by Finnvera to execute, deliver and perform the Finnvera Guarantee and such approvals and action have not been amended or revoked and are in full force and effect, and (iii) there are no contractual restrictions, judgments, orders or similar restrictions binding on Finnvera which would affect the terms of the Second Finnvera Guarantee or entering into it by Finnvera;
- (f) an extract from the Trade Register in respect of Finnvera dated [●] 20[●] and a copy of the Articles of Association of Finnvera dated [●] 20[●]; and
- (g) such other documents we have considered necessary or desirable for the purposes of this Opinion.

With respect to certain relevant questions of fact, we have relied on the documents referred to in paragraphs (e) to (f) above and have not independently verified their accuracy.

We have, for the purposes of this Opinion, made on [●] 20[●] at approximately [●] am/pm. (Helsinki time) an oral enquiry with the Register of Bankruptcy and Reorganisation Proceedings (Fi: *Konkurssi- ja yrityssaneerausrekisteri*) (the “**Insolvency Register**”) in respect of Finnvera.

For the purposes of this Opinion, other than as specified in paragraph (c) above, we have not reviewed and express no opinion on the Facility Agreement or any other Loan Document or any factual matters, including the assets, business or affairs of Finnvera.

This Opinion is issued and may only be relied upon by the Addressees on the express condition that it shall be governed by and that all terms, words and expressions herein shall be construed and interpreted in accordance with Finnish law as in force at the date hereof. We have not investigated the laws of any other country than Finland and express no opinion as to any matter governed by any law other than the laws of Finland. By issuing this Opinion we do not assume any obligation to notify or inform you of any developments subsequent to the date of this Opinion that might render the opinions expressed herein wholly or partly inaccurate.

## II. ASSUMPTIONS

For the purposes of this Opinion, we have assumed:

- (i) the genuineness of all signatures, the completeness and conformity to originals of all documents submitted to us as copies or extracts and the authenticity of the originals of such documents;

- (ii) that, other than in respect of Finnvera, the Second Finnvera Guarantee has been duly authorised by, duly executed and delivered by, and constitute legal, valid, binding and enforceable obligations of all of the parties thereto;
- (iii) that the Facility Agreement has been duly authorised, executed and delivered by the parties thereto and constitutes legal, valid, binding and enforceable obligations of the parties thereto under the laws of England by which it is stated to be governed;
- (iv) that the Assignment Agreement has been duly authorised, executed and delivered by the parties thereto;
- (v) that the terms of the Facility Agreement and the Construction Contract meet the provisions of the OECD Arrangement on Officially Supported Export Credits, approved by the participants of such OECD Arrangement within the Organisation for Economic Co-Operation and Development (OECD), as published by the OECD from time to time;
- (vi) that the terms of the Facility Agreement and other Loan Documents do not contravene or conflict with any provision of the Second Finnvera Guarantee and all provisions required to be complied with by the Second Finnvera Guarantee have been duly complied with in the Facility Agreement and other Loan Documents; and
- (vii) that the Guarantee Holder duly performs and complies with all of its obligations towards Finnvera under the Second Finnvera Guarantee and that the information given at any time by the Guarantee Holder or other parties to the Facility Agreement to Finnvera in connection with the Second Finnvera Guarantee is true and accurate in all material respects and not misleading and does not omit any material facts so that full details of all facts and

---

circumstances which are or might be material in relation to the issue by Finnvera of the Second Finnvera Guarantee have been disclosed to Finnvera.

### III. OPINIONS

On the basis of the foregoing assumptions and subject to the qualifications set forth below, we are of the opinion that under the laws of Finland as of the date hereof:

#### 1 Status

Finnvera is a limited liability company (Fi: *osakeyhtiö*) duly incorporated, duly organised and validly existing under the laws of Finland, with the capacity to sue and be sued in its own name and has the power to own assets and conduct business as set forth in its Articles of Association and the searches with the Insolvency Register reveal no initiation of bankruptcy (Fi: *konkurssi*) or restructuring (Fi: *yrityssaneeraus*) proceedings.

#### 2 Powers and authority

Finnvera has the power and authority to enter into, execute and deliver the Second Finnvera Guarantee, to exercise its rights and perform its obligations under the Second Finnvera Guarantee, and has taken all corporate or other action necessary or desirable to approve and authorise the same.

#### 3 Due execution and legal validity

The Second Finnvera Guarantee has been validly and properly executed and delivered by Finnvera and constitutes legal, valid and binding obligations of Finnvera, enforceable in accordance with its terms.

#### 4 Legal form

The Second Finnvera Guarantee is in an acceptable and proper legal form for enforcement in Finland.

## 5 No conflict

The execution, delivery and performance of the Second Finnvera Guarantee by Finnvera do not conflict with or violate any provision of the laws and regulations of Finland, Finnvera's Articles of Association or any other constitutional documents of Finnvera.

## 6 Assignment Agreement

- a) The Assignment Agreement constitutes (i) legal, valid and binding obligations of the parties thereto, enforceable in accordance with its terms, and (ii) effective upon the delivery of the notice of the assignment detailed therein to Finnvera, a valid assignment of the Claim (as defined in the General Conditions) receivables in accordance with its terms in relation to Finnvera.
- b) The rights of the Original Finnvera Balancing Lenders (as defined in the Second Finnvera Guarantee), other than the Assignee, under the Second Finnvera Guarantee, will not be affected by the Assignment Agreement and the Guarantee Holder will continue to hold and exercise the rights of the

---

Original Finnvera Balancing Lenders (as defined in the Second Finnvera Guarantee), other than the Assignee, under the Second Finnvera Guarantee.

## 7 Consents and authorisations

All authorisations, licenses, consents and approvals required or advisable by Finnvera in Finland for or in connection with the execution, delivery, performance and validity of the Second Finnvera Guarantee have been obtained and are in full force and effect.

## 8 No registration

It is not necessary or advisable in order to ensure the legality, validity, enforceability or admissibility in evidence in proceedings and priority of the obligations of Finnvera under the Second Finnvera Guarantee, or the rights, powers of the Guarantee Holder thereunder, that the Second Finnvera Guarantee is notarised, filed, registered or recorded in Finland.

## 9 Taxes on payment of interest

There is no Finnish withholding or other tax to be deducted from any payment of any items characterised as interest to be made by the Finnish ECAs pursuant to the Opinion Documents assuming that the relevant payee is considered a non-resident of Finland (Fi: *rajoitetustiverovelvollinen*) for purposes of the Finnish Income Tax Act (Fi: *tulooverolaki*, 1535/1992, as amended), i.e. the payee is formed and registered under the laws of a jurisdiction other than Finland, provided that such payee does not have a permanent establishment in Finland to which such payments are effectively connected.

## 10 Stamp duties

No stamp, registration, documentary or other similar ad valorem taxes, duties or assessments of whatever nature are imposed by or payable in Finland upon or in connection with the execution, delivery or performance of the Second Finnvera Guarantee or the enforcement or admissibility in evidence of the Second Finnvera Guarantee in Finland.

## 11 No residency

The Guarantee Holder is not nor will it be deemed to be resident, domiciled, carrying on business or subject to taxation in Finland by reason only of the execution of or performance of its obligation under the Second Finnvera Guarantee and it is not necessary for the Guarantee Holder to be licensed, resident, domiciled or carrying on business or subject to taxation in Finland in order to enforce or receive payments due under the Second Finnvera Guarantee.

## 12 No immunity

Finnvera is subject to civil and commercial law with respect to its obligations under the Second Finnvera Guarantee and the entry into and exercise of rights and performance of obligations under the Second Finnvera Guarantee by Finnvera constitute private and commercial acts for private and commercial purposes. Subject to provisions of the Restructuring of Companies Act (Fi: *laki yrityksen saneerauksesta* (47/1993), as amended) and its effects on execution, in any proceedings taken in Finland, neither Finnvera nor the Republic of Finland (should

---

Finnvera not be able to honour its obligations under the Second Finnvera Guarantee) or any of their properties or assets have any immunity against the jurisdiction of the courts of Finland for suit, execution, attachment or other legal process.

## 13 Ranking of claims

The claims of the Guarantee Holder against Finnvera under the Second Finnvera Guarantee will rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors save for those whose claims are preferred solely by any mandatory bankruptcy, insolvency, restructuring, liquidation or other similar laws of general application.

## 14 Liability of the Republic of Finland

Pursuant to the Act on the State Guarantee Fund (Fi: *laki valtiontakuurahastosta* (444/1998), as amended), the Republic of Finland is (through a separate fund) responsible for the Second Finnvera Guarantee should Finnvera not be able to honour its obligations or commitments under the Second Finnvera Guarantee.

## 15 Choice of law

In any proceedings for the enforcement of the obligations of Finnvera under the Second Finnvera Guarantee, the Finnish courts would uphold as valid and give effect to the choice of Finnish law as the governing law of the Second Finnvera Guarantee and any non-contractual obligations arising out of or in connection with it.

## 16 Submission to jurisdiction

The submission to the jurisdiction of the courts of Finland (Helsinki District Court, Fi: *Helsingin käräjäoikeus*, as the court of first instance) in connection with the Second Finnvera Guarantee is valid and binding upon Finnvera.

## IV. QUALIFICATIONS

The opinions set forth above are subject to the following qualifications:

- a) In order for Finnvera to be obliged to make payment of any claim(s) under the Second Finnvera Guarantee it is required that the conditions on the basis of which the Second Finnvera Guarantee has been issued are duly performed and observed by the Guarantee Holder and any other relevant parties to the Loan Documents as specified in the Second Finnvera Guarantee. In addition, we note that although Finnvera has not confirmed that the Facility Agreement is in form and substance acceptable to it (it being Finnvera's normal practice not to give such a confirmation), in our opinion, there are no material provisions in the Facility Agreement which on their face contravene or conflict with the provisions of the Second Finnvera Guarantee and such provisions generally required to be complied with by the Second Finnvera Guarantee have been complied with in the Facility Agreement.

- b) We note that according to Clause 22 (*Applicable Law and Dispute Settlement*) of the General Conditions, the Act on Guarantees and Third Party Pledges (Fi: *laki takauksesta ja vierasvelkapanttauksesta* (361/1999), as amended, the “**Act**”) shall not apply to the Second Finnvera Guarantee. However, in case a

---

Finnish court would, despite the explicit provision of such Clause 22 decide to apply the Act, the following qualifications should be noted:

- (i) under the Act, a creditor must notify the guarantor of the debtor's default no later than one (1) month after the default and in a case such notice is made after such period, the guarantor is only liable for the interest, penalty interest or other time based compensation that has accrued after the notice was issued or sent, provided, however, that in a case where the creditor is able to prove that the guarantor had otherwise become aware of the default, the guarantor is liable for the said compensation from the moment it received information on the default;
  - (ii) under the Act and the Finnish legal practice, the illegality, invalidity or unenforceability of or any similar defect in any provision of the guaranteed obligations or the alteration, amendment or supplement of any condition agreed therein, including the granting of any time or other indulgence, the release of any security or other debtor or guarantee or the waiver of any right or obligation of the debtor under the guaranteed obligations without consent of the guarantor, or the absence of any enforcement may affect the validity of the guarantor's obligations under the guarantee; and
  - (iii) under the Act, if the guarantee is given also for obligations of the debtor other than the specified main debt (Fi: *yleistakaus*), the guarantor is responsible under the guarantee for the guaranteed obligations of the debtor created subsequent to a merger or a division of the creditor only provided that the guarantor has been notified about that merger or division and about the guarantor's statutory right in that case to limit its liability, and the guarantor has not responded within a time period stated in that notification, such time period not being less than one (1) month, that it shall restrict its aforesaid liability.
- c) In addition to item (i) in paragraph IV. (b) above, the General Conditions contain a special prescription period of sixty (60) days from the respective due dates for the filing of a claim against Finnvera.
- d) We note that that Finnvera's liability under the Second Finnvera Guarantee shall be limited to the Guaranteed Receivables as defined in Clause 4.1 (*Guaranteed Receivables*) of the Second Finnvera Guarantee only and in addition, that the Second Finnvera Guarantee includes provisions which restrict any indemnity payable for default interest and therefore Finnvera's liability under the Second Finnvera Guarantee may not cover the entire default interest as determined and calculated pursuant to the relevant provisions of the Facility Agreement.
- e) Under Finnish law, it is required that in connection with the bankruptcy, reorganisation or winding-up or insolvency proceedings of a debtor, the creditor has to file its claim against the debtor within a certain time limit, and failing this, the guarantor shall be free from any liability under the guarantee to the extent the creditor could have recovered by filing its claim.
- f) The terms and conditions of the Second Finnvera Guarantee are subject to bankruptcy, moratorium, reorganisation, insolvency and other laws affecting creditors' rights generally and may pursuant to the Contracts Act (Fi: *laki*



*varallisuus oikeudellisista oikeustoimista* (228/1929), as amended) be set aside or modified if adjudged to be unreasonable and may also be subject to limitation of action by passage of time.

- g) Enforcement of the Second Finnvera Guarantee may be limited by general principles of equity; in particular, equitable remedies (such as an order for specific performance or an injunction) are discretionary remedies and may not be available under the laws of Finland where damages are considered to be an adequate remedy, and nothing in this Opinion should be taken to indicate that any particular remedy necessarily would be available with respect to any particular provision of the Second Finnvera Guarantee in any particular instance.
- h) The term "enforceable", where used herein, means that the obligations assumed by the relevant party under the relevant document are of a type which Finnish law and the courts of Finland generally enforce or recognise; however, enforcement before the courts of Finland will in any event be subject to the acceptance of such courts of jurisdiction, the powers of such courts to stay proceedings and other principles of law and procedure of general application (some of which may be discretionary in nature) and to the availability of defences such as set-off, abatement, counter-claim and force majeure.
- i) We express no opinion on the enforceability of the Second Finnvera Guarantee in any jurisdiction outside Finland.
- j) Other than the opinions expressed in paragraph III. 9 (*Taxes on payment of interest*), paragraph III. 10 (*Stamp duties*) and paragraph III. 11 (*No residency*) above, we express no opinion on any matters relating to taxes or any tax consequences in relation to the execution, delivery or enforcement of the Second Finnvera Guarantee.
- k) Any person who is not party to an agreement referred to in this Opinion may not be able to enforce any provisions of that agreement which are expressed to be for the benefit of that person.
- l) Any provision in the Second Finnvera Guarantee which involves or indicates an indemnity for legal costs or costs of litigation or arbitration is subject to the discretion of the court or arbitrators to decide whether and to what extent a party to litigation or arbitration, as the case may be, should be awarded the legal costs incurred by it in connection with the litigation or arbitration or otherwise.
- m) Whereas judgments may be awarded by the Finnish courts in currencies other than the euro, judgments may be enforced in the euro only, generally at the rate of exchange prevailing at the date of enforcement rather than at the date of judgment.
- n) A court in Finland may not treat as conclusive those certificates, determinations, records and opinions which the Second Finnvera Guarantee state are so to be treated since a Finnish court is free to consider any evidence presented to it in the discretion of the court.
- o) Finnish courts may require that documents drawn up in English or any other language than Finnish or Swedish and presented to the court shall be translated into Finnish or Swedish.

- p) The files in respect of Finnvera maintained by the Trade Register or by the Insolvency Register may not be up to date and documents required to be filed with the Trade Register or Insolvency Register may not be filed immediately or may not be available for immediate inspection.

This Opinion is limited solely to the laws of Finland as in force on the date of this Opinion and we have not made an investigation and no opinion is expressed or implied as to the laws of any other jurisdiction, and furthermore we have assumed that there is nothing in any other law that affects the opinions presented herein.

This Opinion shall be construed in accordance with Finnish law. It is rendered by us to you in the matter and context specified herein and is not to be disclosed to or relied upon by any other person or for any other purpose without our prior written consent, provided however, that this Opinion may be disclosed to but not relied upon by (i) your affiliates and yours and their professional advisors, auditors, employees and officers; (ii) your potential

successors, assignees and transferees and their professional advisers; (iii) to the extent required in connection with any actual or potential dispute or claim to which any of you are party and which is relating to the transaction for which this opinion is given, the competent court or arbitration institute in respect of such dispute or claim, and (iv) to the extent required by any regulatory authority to whose jurisdiction such person is subject or pursuant to the rules of any recognised stock exchange on which such person's securities are listed, such regulatory authority or stock exchange of the Addressees (provided such person must promptly notify us, where lawful to do so, before the disclosure to the relevant regulatory authority or stock exchange occurs, except where the disclosure is made in the ordinary course of such person's supervisory or regulatory function), or (v) where required by law, regulation or court order, and in each case on the basis that those persons will make no further disclosure.

---

Very truly yours,

ASIANAJOTOIMISTO DLA PIPER FINLAND OY

\_\_\_\_\_

---

#### Schedule A

##### Addressees:

1. KfW IPEX-Bank GmbH as Initial Mandated Lead Arranger, Original Finnvera Balancing Lender, Facility Agent and Documentation Agent under the Facility Agreement, and as the Guarantee Holder under the Second Finnvera Guarantee;
2. BNP Paribas Fortis SA/NV as Other Mandated Lead Arranger, Original Finnvera Balancing Lender and Finnvera Agent under the Facility Agreement;
3. Landesbank Hessen-Thüringen Girozentrale as [Original] Finnvera Balancing Lender under the Facility Agreement;
4. Commerzbank AG, New York Branch as Other Mandated Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement;
5. Banco Santander, S.A. as Other Mandated Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement;
6. Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland as Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement;
7. Bayerische Landesbank, New York Branch as Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement;
8. DZ Bank AG (Deutsche Zentral-Genossenschaftsbank), New York Branch as Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement;

9. JPMorgan Chase Bank, N.A., London Branch as Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement;  
and

10. SMBC Bank International plc as Lead Arranger and Original Finnvera Balancing Lender under the Facility Agreement.

---

Exhibit D  
Form of Second Finnvera Guarantee

Buyer Credit Guarantee Agreement BC [ ]

Whereas Finnvera has decided to grant, in accordance with the Act on the State's Export Credit Guarantees (422/2001), the Buyer Credit Guarantee to the Guarantee Holder as security for the Credit, therefore Finnvera and the Guarantee Holder have agreed on the following:

1 Definitions

The definitions set out in the General Conditions for Buyer Credit Guarantees dated 1 March 2004 shall apply to this Guarantee Agreement, unless otherwise stated herein. Capitalised terms used in this Guarantee Agreement shall have the following meanings:

**Borrower** Royal Caribbean Cruises Ltd., Liberia.

**Buyer** the Borrower.

**Buyer Credit Guarantee** the buyer credit guarantee agreed upon herein.

**Contract Price** the contract price under the Delivery Contract, being maximum EUR 1,861,000,000 including change orders and owner's supply items.

**Credit** Finnvera Balancing Loan made available or to be made available to the Borrower under the Credit Agreement.

**Credit Adjustment Spread**  
means 0.42826%.

**Credit Agreement** the credit agreement entered into on 11 October 2017 between *inter alia* the Borrower, the Guarantee Holder acting as Facility Agent and the Original Lenders as amended, novated, supplemented or restated from time to time.

**Delivery Contract** the shipbuilding contract concerning the Export Transaction entered into on 12 April 2017 between the Exporter and the Buyer (as amended from time to time).

**Eligible German** has the meaning given to it in the Credit Agreement.  
**Content Amount**

**Export Transaction** the purchase and delivery of the Vessel to be built by the Exporter in Finland.

**Exporter** Meyer Turku Oy, a company incorporated in Finland.

**Finnvera Balancing Loan**

has the meaning given to it in the Credit Agreement.

**Guarantee Holder** means KfW IPEX-Bank GmbH (for the benefit of the the Original Finnvera Balancing Lenders), a company incorporated in Germany.

**Guarantee Premium** means the premium payable to Finnvera in accordance with Clause 5.1 below and calculated in accordance with the grid therein.

**Hermes** Euler Hermes Aktiengesellschaft, Hamburg, acting in its capacity as representative of the Federal Republic of Germany in connection with the issuance of export credit guarantees.

**Hermes Tranche** means the "Hermes Commitment Amount" and any subsequent "Hermes Loan" as such terms are defined in the Credit Agreement.

**Original Finnvera**

**Balancing Lenders** the Guarantee Holder, BNP Paribas Fortis SA/NV, Commerzbank AG, New York Branch, Banco Santander S.A., Banco Bilbao Vizcaya Argentaria, S.A., Niederlassung Deutschland, Bayerische Landesbank, New York Branch, DZ Bank AG, New York Branch, JPMorgan Chase Bank, N.A., London Branch, SMBC Bank International Plc and Landesbank Hessen-Thüringen Girozentrale.

**Reference Rate** has the meaning given to it in the Credit Agreement.

**Vessel** cruise vessel of approximately 230,000 GT with the Exporter's Hull number 1400.

## 2 Credit Purpose and Terms

### 2.1 Purpose

The purpose of the Credit shall be financing of the Export Transaction and the Guarantee Premium.

### 2.2 Terms

The main terms of the Credit are as follows:

**Principal** The principal amount of the Finnvera Balancing Loan, being the USD equivalent of EUR [●]

[such amount not to exceed the lesser of (a) the USD equivalent of EUR 160,000,000 less 80% of the Eligible German Content Amount (if any) and (b) the USD equivalent of EUR 160,000,000 less 5% of the aggregate commitments of the Lenders under the Credit Agreement; and in each case plus 100% of the Guarantee Premium. ]

**Disbursement** The Credit shall be disbursed in one lump sum two (2) business days prior to the Expected Delivery Date (as defined in the Credit Agreement).

**Repayment** The Credit shall be repaid in 24 equal consecutive semi-annual instalments, the first instalment being due 6 months from the date the Credit is disbursed.

**Interest** the aggregate of the Reference Rate; the Credit Adjustment Spread; and the margin of 1.15% p.a. If the aggregate of the Reference Rate and the Credit Adjustment Spread is less than zero, the Reference Rate will be deemed to be such a rate that the

aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

Default interest Interest plus 2% p.a.

### 2.3 Security and Special Terms

[This Section 2.3 to be updated prior to delivery of the Vessel by aligning this Section with the then current and applicable terms under Section 2.3 (Security and Special Terms) of the Buyer Credit Guarantee Agreement BC 49-16/1.]

#### 2.3.1 Security

The Guarantee Holder shall ensure that the Credit Agreement provides that the Borrower will not, and will not permit any of its subsidiaries to, create, incur, assume or suffer to exist any Lien (as defined in the Credit Agreement) upon any of its property, revenues or assets whether now owned or hereafter acquired, other than as permitted pursuant to the terms of the Credit Agreement.

The Guarantee Holder shall ensure that any future security (if any) to be provided for the Borrower's obligations under the Credit Agreement shall secure the Borrower's outstanding obligations on pro rata pari passu –basis between the Lenders under the Credit Agreement.

The Guarantee Holder shall ensure by agreeing with the Borrower an equal treatment undertaking that the structural credit enhancements to be created by and in relation to the guarantees as described in document ["Proposed Credit Enhancements and Carveouts" attached hereto as Schedule 3] (the "**Proposal**") shall be implemented on pari passu basis with the other creditors covered by any Export Credit Agency guarantee.

#### 2.3.2 Covenants, undertakings and events of default

##### 2.3.2.1 General

The Credit Documents shall contain covenants, undertakings and events of default customary to this type of financing.

##### 2.3.2.2 Financial Covenants

The Credit Documents shall contain at least the following financial covenants which shall apply to the Borrower and its subsidiaries on a consolidated basis and shall be measured on a quarterly basis.

The Borrower will not:

- (i) permit the Net Debt to Capitalization Ratio (as defined in the Credit Agreement) as at the end of any Fiscal Quarter (as defined in the Credit Agreement) to be greater than 0.625:1, except for the period from the Fiscal Quarter commencing 1 January 2022 until the end of the Fiscal Quarter ending 31 December 2024 where the Net Debt to Capitalization Ratio shall not be greater than as set below under column "Original ratio".

Fiscal Quarter	Net Debt to Capitalization Ratio	
	Fall-back ratio	Original ratio

On (and including) 1 January 2022 until (and including) 31 March 2022	0.775 to 1	0.775 to 1
On (and including) 1 April 2022 until (and including) 30 June 2022	0.775 to 1	0.775 to 1
On (and including) 1 July 2022 until (and including) 30 September 2022	0.775 to 1	0.775 to 1
On (and including) 1 October 2022 until (and including) 31 December 2022	0.750 to 1	0.750 to 1
On (and including) 1 January 2023 until (and including) 31 March 2023	0.750 to 1	0.725 to 1
On (and including) 1 April 2023 to (and including) 30 June 2023	0.750 to 1	0.725 to 1
On (and including) 1 July 2023 until (and including) 30 September 2023	0.750 to 1	0.700 to 1

On (and including) 1 October 2023 until (and including) 31 December 2023	0.750 to 1	0.700 to 1
On (and including) 1 January 2024 until (and including) 31 March 2024	0.725 to 1	0.700 to 1
On (and including) 1 April 2024 to (and including) 30 June 2024	0.700 to 1	0.700 to 1
On (and including) 1 July 2024 until (and including) 30 September 2024	0.675 to 1	0.675 to 1
On (and including) 1 October 2024 until (and including) 31 December 2024	0.650 to 1	0.650 to 1
On (and including) 31 March 2025 and thereafter	0.625 to 1	0.625 to 1

In case the Net Debt to Capitalization Ratio set out under column "Original ratio" appear overly stringent, the Borrower may apply for application of the ratios set out under column "Fall-back ratio". The application of such ratios shall be subject to a separate consent from Finnvera and FEC.

- (ii) permit the Fixed Charge Coverage Ratio (as defined in the Credit Agreement) to be less than 1.25 to 1 as at the last day of any Fiscal Quarter;
- (iii) if, at any time, the Senior Debt Rating of the Borrower is less than Investment Grade as given by both Moody's and S&P, permit Stockholders' Equity (as defined in the Credit Agreement) to be less than, as at the last day of any Fiscal Quarter, the sum of (I) the applicable Starting Threshold plus (II) 50% of the consolidated net income of the

---

Borrower and its subsidiaries for the period commencing on 1 January 2007 and ending on the last day of the Fiscal Quarter most recently ended (treated for these purposes as a single accounting period but in any event excluding any Fiscal Quarters for which the Borrower and its subsidiaries have a consolidated net loss). For the purposes of this item (iii), the "Starting Threshold" shall mean, for each Fiscal Quarter:

- a. up to and ending on 30 September 2022, USD 3,000,000,000;
- b. up to and ending on 31 December 2022, USD 3,000,000,000;
- c. up to and ending on 31 March 2023, USD 3,000,000,000;
- d. up to and ending on 30 June 2023, USD 3,250,000,000;
- e. up to and ending on 30 September 2023, USD 3,500,000,000;
- f. up to and ending on 31 December 2023, USD 3,750,000,000;
- g. up to and ending on 31 March 2024, USD 4,000,000,000;
- h. up to (and including) 30 June 2024 and thereafter, USD 4,150,000,000;

For the purposes of determining Stockholders' Equity under the Credit Agreement:

- (i) for the Fiscal Quarter ended March 31, 2023, a maximum amount of USD1,150,000,000 of 4.25% Converted Debt (as defined in the Credit Agreement) can be included in Stockholders' Equity for the purposes of that Fiscal Quarter;
- (ii) each of the Borrower's 4.25% Converted Debt and 2.875% Converted Debt (as defined in the Credit Agreement) may be included to calculation of the level of Stockholders' Equity for each Fiscal Quarter for the period between 30 September 2022 until the end of the last full Fiscal Quarter to end prior to the then maturity date of each such indebtedness, whereafter only such amount of the respective convertible note actually converted into equity securities, may be included to calculation of the level of Stockholders' Equity; and
- (iii) starting from 31 March 2020, one-time expenses (including, inter alia, prepayment penalties) relating to the refinancing of secured or guaranteed indebtedness, may be added back to Stockholders' Equity, on the condition that such add-backs shall be treated similarly than, and be included to, the Add-Backs defined in the consent letter issued by Finnvera and FEC to the Facility Agent on 22 December 2021. In such consent is stated (as further detailed therein) that the Add-Backs shall be (i) reduced to zero immediately starting from the Fiscal Quarter ending on 30 September 2025, or, if so consented by the Export Credit Agencies, (ii) phased out by 25 percentage point per annum starting from the Fiscal Year 2025 (meaning that for the Fiscal Year 2028, the Add Backs would not be applicable).

#### 2.3.2.3 Framework and Covenant Suspension Period

The financial covenants shall, during the Covenant Suspension Period (as defined below), continue to be tested in accordance with the terms of the Existing Credit Agreement, and the reporting of the financial covenants shall be made in accordance with the Credit Agreement, but (subject to paragraphs 1.2 and 2.2 of the "Debt Deferral Extension Framework" attached hereto as Schedule 2 (the "**Framework**")) any breach of such financial covenants shall not result in any Event of Default or other mandatory prepayment event solely as a result of any such breach of the financial covenants until and including 31 December 2022 (the "**Covenant Suspension Period**"), unless the Borrower has entered into all-lender restructuring or moratorium, customary bankruptcy or insolvency proceedings; for the avoidance of doubt, the Covenant Suspension Period shall be applied to all loans under the Credit Agreement.

Notwithstanding to what is set forth above under this Clause 2.3.2.3, the Covenant Suspension Period shall cease with immediate effect in the event the Borrower pays dividends, or any other distributions to its shareholders ("**Restricted Payments**" as set out in the Credit Agreements) except for (x) dividends or other distributions with respect to its Equity Interests (as defined in the Credit Agreement) payable solely in additional shares of its Equity Interests or options to purchase Equity Interests, (y) Restricted Payments pursuant to and in accordance with stock option plans or other benefit plans (including with respect to performance shares issued in the ordinary course of business) for present or former officers, directors, consultants or employees of the Borrower in the ordinary course of business consistent with past practice and (z) the payment of cash in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exercisable for Equity Interests of the Borrower prior to the end of the Covenant Suspension Period.

The Borrower shall report to Finnvera according to the Annex of the Framework "Debt Deferral Extension – Regular Monitoring Requirements" and provide any other information Finnvera may ask as a relevant update information of the Borrower.

The terms and conditions of Framework and the Proposal shall be implemented to the Credit Agreement in a manner acceptable to Finnvera.

The Borrower shall undertake to use its best endeavors fulfilling its obligations under its existing shipbuilding contracts with the Finnish yard (i.e., the Borrower shall not unreasonably, unduly, and without consultation delay instalments and scheduled vessel deliveries and shall work reasonably together with the yard to resolve any crisis-related construction delays) and to negotiate with the yard possible changes to the shipbuilding contracts in good faith and on best effort basis.

### 3 Applicable Conditions

#### 3.1 General Conditions

The General Conditions shall apply to the Buyer Credit Guarantee. The parties hereto accept the provisions of the General Conditions as part of this Guarantee Agreement with the same force and effect as they were fully set forth herein subject to exceptions and amendments set out in this Guarantee Agreement. In the event of any inconsistency between this Guarantee Agreement and the General Conditions, the terms of this Guarantee Agreement shall prevail.

##### 3.1.1 Clarification of Clause 16.2 c)

Notwithstanding what is stated in Clause 16.2 c) of the General Conditions, Finnvera shall not be released from liability to pay indemnification although the Guarantee Holder has disclosed to Finnvera false or misleading information, provided that such information was sourced from a third party and conforms to that received by the Guarantee Holder, and provided further that the Guarantee Holder has proven, to the reasonable satisfaction of Finnvera, that the Guarantee Holder has diligently and carefully assessed the adequacy and accuracy of such information upon receipt and before disclosing the same to Finnvera.

##### 3.1.2 Clarification of Clause 19

Notwithstanding what is stated in Clause 19 of the General Conditions and pursuant to the Act on the State-Owned Specialist Financing Company (443/1998) payments owing to Finnvera in connection with credits, guarantees or other contingent liabilities provided by Finnvera and any default interest on such payments may be recovered by way of distraint without judgment or decision, as provided in the Act on Execution of Taxes and Fees (706/2007 as amended).



### 3.1.3 Clarification of Clause 21.2

In addition to, what has been stated in Clause 21.2 of the General Conditions, Finnvera reserves a right, at its sole discretion to reinsure from a third party in part or wholly the risk related to this Buyer Credit Guarantee. It is expressly acknowledged by the Guarantee Holder that it shall ensure that the Credit Documents conform to the extent necessary with the above requirement. It is further acknowledged that such reinsurer may seek reinsurance for its obligations.

### 3.1.4. Assignment of Receivables Arising as a Result of a Claim

With reference to Clause 4.12 of the General Conditions, Finnvera consents to the assignment of the receivables arising as a result of a Claim, or part thereof, to the Original Finnvera Balancing Lenders, or any of them. Any assignment shall be subject to prior written notice to Finnvera each time from the Guarantee Holder and the relevant Original Finnvera Balancing Lender or Original Finnvera Balancing Lenders, as applicable. Notwithstanding any assignment in accordance with this Clause 3.1.4, all the obligations of the Guarantee Holder under this Guarantee Agreement shall remain with the Guarantee Holder. The Original Finnvera Balancing Lender or Original Finnvera Balancing Lenders, as applicable, to which any part of the receivables arising as a result of a Claim have been transferred, shall not obtain any better rights towards Finnvera than the Guarantee Holder would have had if no assignment had been made. For the avoidance of doubt, notwithstanding the assignment in accordance with this Clause 3.1.4, the obligation to repay any indemnification and to pay any costs, expenses, interest and damages, as detailed under Clause 16.4 of the General Conditions, shall remain with the Guarantee Holder.

### 3.1.5 Payment of Indemnification

Notwithstanding any assignment in accordance with Clause 3.1.4 above, any Claim relating to the Credit shall be made by the Guarantee Holder on behalf of the Original Finnvera Balancing Lenders.

Finnvera shall, in the event of indemnification, pay such indemnification to the Guarantee Holder, or, in the event, and only to the extent, that an assignment in accordance with Clause 3.1.4 of this Guarantee Agreement has been effected, directly to such lender(s) to which that assignment has been made.

## 3.2 Special Conditions

### 3.2.1 Know Your Customer -checks

The Guarantee Holder shall perform and comply with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the financing of the Export Transaction and become satisfied with such findings and results accordingly. The Guarantee Holder shall notify Finnvera if carrying out such checks in relation to the Credit it becomes aware of any such thing that could have an adverse effect to the financing of the Export Transaction or that might have a negative impact on Finnvera or FEC.

### 3.2.2 Decisions, Amendments and Waivers

Where the Guarantee Holder (acting in any capacity) receives a request for any material amendment, consent or waiver under the Credit Documents, the Guarantee Holder shall ask Finnvera's consent in respect of any such material amendment, consent or waiver (which consent shall not be unreasonably withheld or delayed). Finnvera is entitled to instruct the Guarantee Holder and the Original Lenders how to exercise their rights regarding the Credit under the Credit Documents. The Guarantee Holder and the Original Lenders shall comply with the written instructions and notices given by Finnvera and shall not exercise any rights under the Credit Documents in a manner inconsistent with such written instructions and notices of Finnvera, provided that any such instruction do not oblige the Guarantee Holder or any Original Lender to act outside of or contrary to or in

breach of its obligations under or the powers and authority conferred on each of them it (acting in any capacity) under the Credit Documents. For the avoidance of doubt, nothing in this Clause 3.2.2 shall affect the obligations of the Guarantee Holder under Clause 4.2 of the General Conditions.

### 3.2.3 Conformity of Credit Agreement

The Guarantee Holder shall ensure that the Credit Agreement conforms to this Guarantee Agreement at the time of execution of the Credit Agreement and the Guarantee Holder shall be liable for such inconsistencies that may arise between this Guarantee Agreement and the Credit Agreement.

### 3.2.4 Disbursement

Notwithstanding Clause 4.7 of the General Conditions, funds may be disbursed as set forth in Sections 2.5(b), (c) and (d) of the Credit Agreement.

### 3.2.5 Material Increase of Risk

Pursuant to clause 6.1 of the General Conditions Finnvera shall be entitled to act and take certain measures as described in such clause 6.1 in case the risk of Loss has materially increased as compared against the circumstances prevailing at the time of issuing the Guarantee Agreement. Notwithstanding the provisions of Clause 6.1 of the General Conditions the following shall apply:

(a) for the period prior to disbursement of the Credit, the risk of Loss will have been deemed to have materially increased since the date of issuing the Guarantee Agreement only if there occurs a material adverse change in the financial condition of the Borrower or other material adverse event or circumstance which is likely, in the reasonable opinion of Finnvera, to result in the Borrower being unable to perform its payment obligations in relation to the Credit as they fall due. In measuring the financial condition of the Borrower in the sense of its ability to repay the Credit, the fulfilment of the financial covenants set forth in Clause 2.3.2 hereinbefore shall be taken into account. In the circumstances referred to in this Clause 3.2.5(a), the Guarantee Holder and Finnvera shall discuss with the Borrower in good faith and within a reasonable time period with a view to determining measures that might be taken by the Borrower, then or in the future, to eliminate these circumstances. The type of measures to be taken in order to avoid or limit the Loss and the decisions in relation to such measures shall be determined in accordance with Clause 6.1. of the General Conditions; and

(b) for the period following disbursement of the Credit, Finnvera shall, when exercising its rights under Clause 6.1. of the General Conditions, not have the right to decide on acceleration of the Credit or other measures unless acceleration or such other measures are permitted in accordance with the terms contained in the Credit Agreement. In no event shall Clause 6.1 of the General Conditions grant to Finnvera or any Lender any right or remedy against the Borrower other than as set forth in the Credit Documents.

### 3.2.6 Confidentiality

The following shall be added at the end of Clause 21.1 of the General Conditions: “, in which case Finnvera shall require a confidentiality undertaking from any such external adviser if such adviser is not bound by sufficient confidentiality obligation under the law.”

## 4 Limits of Finnvera's Liability

### 4.1 Guaranteed Receivables

Finnvera's liability to pay any indemnification under the Buyer Credit Guarantee is limited to the Guaranteed Receivables. To prevent uncertainty, the Buyer Credit Guarantee does not cover any other payment obligations arising under or in connection with the Credit Documents than the Guaranteed Receivables or those specified in Clause 11.1 of the General Conditions. Subject to Clause 10 of the General Conditions the Guaranteed Receivables are the following receivables under the Credit:

**Principal** The principal amount of the Finnvera Balancing Loan, being the USD equivalent of EUR [●]  
[such amount not to exceed the lesser of (a) the USD equivalent of EUR 160,000,000 less 80% of the Eligible German Content Amount (if any) and (b) the USD equivalent of EUR 160,000,000 less 5% of the aggregate commitments of the Lenders under the Credit Agreement; and in each case plus 100% of the Guarantee Premium.]

**Interest** the aggregate of the Reference Rate; the Credit Adjustment Spread; and the margin of 1.15 % p.a. If the aggregate of the Reference Rate and the Credit Adjustment Spread is less than zero, the Reference Rate will be deemed to be such a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

**Default interest** Interest plus 2 % p.a.

#### 4.2 Percentage of Cover and Residual Risk

The Percentage of Cover is:

**Commercial Risk** 95%

**Political Risk** 95%

For the avoidance of doubt, the Buyer Credit Guarantee does not cover the Hermes Tranche or the FEC Loan (as defined in the Credit Agreement).

#### 5 Premium, Costs and Expenses

##### 5.1 Guarantee Premium

The Guarantee Premium will be paid on up-front flat basis on the actual amount of the Credit on the date of disbursement:

	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9
<b>BASIS FOR PRICING</b>	Senior Debt Rating of <b>A-</b> by Standard & Poor's <u>Qr</u> <b>A3</b> By Moody's (or higher)	Senior Debt Rating of <b>BBB+</b> by Standard & Poor's <u>Qr</u> <b>Baa1</b> By Moody's	Senior Debt Rating of <b>BBB</b> by Standard & Poor's <u>Qr</u> <b>Baa2</b> By Moody's.	Senior Debt Rating of <b>BBB-</b> by Standard & Poor's <u>Qr</u> <b>Baa3</b> By Moody's.	Senior Debt Rating of <b>BB+</b> by Standard & Poor's <u>Qr</u> <b>Ba1</b> By Moody's.	Senior Debt Rating of <b>BB</b> by Standard & Poor's <u>Qr</u> <b>Ba2</b> By Moody's.	Senior Debt Rating of <b>BB-</b> by Standard & Poor's <u>Qr</u> <b>Ba3</b> By Moody's.	Senior Debt Rating of <b>B+</b> by Standard & Poor's <u>Qr</u> <b>B1</b> By Moody's.	Senior Debt Rating of <b>B</b> by Standard & Poor's <u>Qr</u> <b>B2</b> By Moody's (or lower)
<b>Premium Rate – ICON 1</b>	2,63%	2,88%	3,15%	3,46%	3,81%	4,20%	4,63%	5,65%	6,99%

The amount of the Guarantee Premium is equal to the product of the percentage specified in the foregoing grid listed below the Senior Debt Rating as of the Premium Measurement Date (defined in the Credit Agreement to be the date falling 30 days prior to the date of Disbursement) and the principal amount of the Finnvera Balancing Loan in Dollars.

For purposes of the foregoing:

"Senior Debt Rating" means, as of any date, (a) the implied senior debt rating of the Borrower for debt pari passu in right of payment and in right of collateral security with the obligations of the Borrower arising under or in connection with the Credit Agreement as given by Moody's and S&P or (b) in the event the Borrower receives an actual unsecured senior debt rating (apart from an implied rating) from Moody's and/or S&P, such actual rating or ratings, as the case may be (and in such case the Senior Debt Rating shall not be determined by reference to any implied senior debt rating from either agency). For purposes of the foregoing, (i) if only one of S&P and Moody's shall have in effect a Senior Debt Rating, the applicable Guarantee Premium shall be determined by reference to the available rating; (ii) if neither S&P nor Moody's shall have in effect a Senior Debt Rating, the applicable Guarantee Premium will be set in accordance with Level 4 of the relevant Pricing Grid, unless (A) the Borrower has obtained from at least one of such agencies a private implied rating for its senior debt as of the Premium Measurement Date or (B) having failed to obtain such private rating as of the Premium Measurement Date, the Borrower and Finnvera shall have agreed within 10-days of the Premium Measurement Date on an alternative rating method, which agreed alternative shall apply for the purposes of this Agreement; (iii) if the ratings established by S&P and Moody's shall fall within different levels, the applicable Premium Rate shall be based upon the higher rating unless such ratings differ by two or more levels, in which case the applicable level will be deemed to be one level below the higher of such levels; and (iv) if S&P or Moody's shall change the basis on which ratings are established, each reference to the Senior Debt Rating announced by S&P or Moody's, as the case may be, shall refer to the then equivalent rating by S&P or Moody's, as the case may be.

The Guarantee Premium shall be paid in full on the date of the disbursement of the Credit.

Notwithstanding what is stated in Clause 4.1 of the General Conditions, the Guarantee Premium shall be paid by the Facility Agent, as defined in the Credit Agreement, directly to Finnvera in accordance with the Credit Agreement. For the sake of clarity, the Guarantee Premium payment shall not therefore be transferred through the Guarantee Holder's account. Furthermore, it is understood by the parties to this Guarantee Agreement that even though the payment shall be made in the aforementioned manner, the Guarantee Holder shall remain responsible for the payment of the Guarantee Premium.

Finnvera does not in principle refund the Guarantee Premium. However, in the event of voluntary prepayment all or part of the Credit prior to final maturity of the Credit, Finnvera shall, subject to a request by the Guarantee Holder, partly refund the premium in accordance with the following principle:

$0.8 \cdot d \cdot b \cdot c$  b = the remaining average maturity of the Credit at the time of the prepayment c = the principal amount of the prepayment d = the up-front flat Guarantee Premium converted into a per annum based premium

Clarification of the formula:

- the '0.8' in the formula above refers to the fact that 20% of the flat premium will be retained and will not be refundable
- the d in the formula above is derived as follows:  $\text{Guarantee Premium} / 6.25 = d$ , where Guarantee Premium is the up-front flat premium and 6.25 is the average maturity of a loan with a 12 year OECD repayment profile.

The Guarantee Holder shall inform Finnvera of the Borrower's intention to prepay the Credit and the request to partly refund the Guarantee Premium promptly upon becoming aware of the same.

Any refund of the Guarantee Premium shall be subject to (i) there not having been any claims for indemnification under the Buyer Credit Guarantee up to the date of refund payment by Finnvera; and (ii) irrevocable release of Finnvera from any liability under the Guarantee Agreement in respect of the portion of the Credit repaid. Finnvera shall pay the refundable portion of the Guarantee Premium to the Guarantee Holder within 14 days after due receipt of the release letter, addressed to Finnvera.

The Guarantee Holder shall, promptly upon receipt of the same, pay to the Borrower an amount equal to the refunded part of Guarantee Premium without any set-off or counterclaim.

## 5.2 Other Costs and Expenses

In the event that the Guarantee Holder requests Finnvera's consent and/or opinion to an amendment or a waiver under the Credit Documents, Finnvera has the right to charge for such consent or opinion, reasonable costs and expenses incurred in evaluating and complying with such request.

The Guarantee Holder shall on behalf of Finnvera charge the Borrower for:

- (i) all reasonable out-of-pocket costs and expenses incurred by Finnvera in connection with possible rearrangements of the Credit; and
- (ii) all out-of-pocket costs and expenses relating to recovery procedures; and in each case promptly pay to Finnvera all such amounts received from the Borrower.

## 5.3 Payments Free and Clear of Deductions or Withholdings

All payments to be made to or for the benefit of Finnvera pursuant to the terms of this Guarantee Agreement shall be made free and clear of and shall be paid without any deductions or withholdings whatsoever.

## 6 Language and Contact Information

All communication under this Guarantee Agreement shall be in English and addressed as follows:

The Guarantee Holder KfW IPEX-BANK GmbH

Address Palmengartenstrasse 5-9

D-60325 Frankfurt am Main

Germany

Telefax +49 (69) 7431 3768

email: [ole\\_christian.sande@kfw.de](mailto:ole_christian.sande@kfw.de)

With a copy to: Credit Operations

Facsimile No.: +49 (69) 7431 9376

Finnvera Finnvera plc

Large Corporates

Mikko Pitkänen/Samuli Kraama

P.O. Box 1010

FI-00101 Helsinki

Finland

email: [office.eca@finnvera.fi](mailto:office.eca@finnvera.fi)

Registered Domicile Kuopio, Finland

Business ID 1484332-4

## 7 Execution

This Guarantee Agreement has been executed in two (2) original copies, one for each party.

The Guarantee Holder shall return a signed copy of this Guarantee Agreement to Finnvera not later than [ ] 20[ ].

The Guarantee Holder hereby accepts and agrees to the terms of this Guarantee Agreement and acknowledges further, that together with its copy of this Guarantee Agreement it has received a copy of the General Conditions.

Helsinki, [ ] 20[ ]

Finnvera plc

Name: Name:  
Title: Title:

Place and Date

KfW IPEX BANK GmbH

(Duly signed by the Guarantee Holder) (Duly signed by the Guarantee Holder)  
Name: Name:  
Title: Title:

Appendices

- General Conditions for Buyer Credit Guarantees dated 1 March 2004 (Schedule 1)
- "Debt Deferral Extension Framework" for ECA-Backed Export Financings (Schedule 2)
- Proposed Credit Enhancements and Carveouts (Schedule 3)

Exhibit E  
Floating Rate Loan Provisions

**Exhibit T**  
**Floating Rate Loan Provisions**

**1 Definitions and interpretation**

1.1 Words and expressions defined in the credit agreement to which this exhibit is attached (as amended, restated and/or supplemented from time to time, the **Agreement**) shall have the same meanings when used in this Exhibit and references to Schedules and clauses in this Exhibit shall, unless otherwise indicated, refer to Schedules to and clauses in this Exhibit. In addition:

**Compounded Reference Rate** means, in relation to any US Government Securities Business Day during the Interest Period of the Floating Rate Loan (or the relevant part of it), the percentage rate per annum which is the aggregate of the Daily Non-Cumulative Compounded RFR Rate for that US Government Securities Business Day and the Credit Adjustment Spread.

**Compounded Reference Rate Interest Payment** means the aggregate amount of interest that is, or is scheduled to become, payable under any Loan Document at the Compounded Reference Rate.

**Compounded Reference Rate Supplement** means a document which:

- (a) is agreed in writing by the Borrower and the Facility Agent (acting on the instructions of the Majority Lenders);
- (b) specifies the relevant terms which are expressed in the Agreement (including this Exhibit) to be determined by reference to Compounded Reference Rate Terms; and
- (c) has been made available by the Facility Agent to the Borrower and each Lender.

**Compounded Reference Rate Terms** means the terms set out in Schedule 1 or in any Compounded Reference Rate Supplement.

**Compounding Methodology Supplement** means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:

- (a) is agreed in writing by the Borrower and the Facility Agent (acting on the instructions of the Majority Lenders);
- (b) specifies a calculation methodology for that rate; and
- (c) has been made available by the Facility Agent to the Borrower and each Lender.

**Credit Adjustment Spread** means, in the case of the Floating Rate Loan, 0.42826% per annum.

**Cumulative Compounded RFR Rate** means, in relation to an Interest Period for a Floating Rate Loan (or any part of it) accruing interest at the Compounded Reference Rate, the percentage rate per annum determined by the Facility Agent in accordance with the methodology set out in Schedule 3 or in any relevant Compounding Methodology Supplement.

**Daily Non-Cumulative Compounded RFR Rate** means, in relation to any US Government Securities Business Day during an Interest Period for the Floating Rate Loan (or any part of it), the percentage rate per annum determined by the Facility Agent in accordance with the methodology set out in Schedule 2 or in any relevant Compounding Methodology Supplement.

---

**Daily Rate** means the applicable rate specified as such in the Compounded Reference Rate Terms.

**Funding Rate** means any individual rate notified by a Lender to the Facility Agent pursuant to clause 6.

**Historic Term SOFR** means, in relation to the Floating Rate Loan (or the relevant part of it), the most recent applicable Term SOFR for a period equal in length to the Interest Period of the Floating Rate Loan (or the relevant part of it) and which is as of a day which is no more than 5 US Government Securities Business Days before the Quotation Day.

**Interpolated Historic Term SOFR** means, in relation to the Floating Rate Loan (or any part of it), the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either:

(i) the most recent applicable Term SOFR (as of a day which is not more than 5 US Government Securities Business Days before the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it); or

(ii) if no such Term SOFR is available for a period which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it), the most recent SOFR for a day which is no more than 5 US Government Securities Business Days (and no less than 2 US Government Securities Business Days) before the Quotation Day; and

(b) the most recent applicable Term SOFR (as of a day which is not more than 3 US Government Securities Business Days before the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of the Floating Rate Loan (or the relevant part of it).

**Interpolated Term SOFR** means, in relation to the Floating Rate Loan (or any part of it), the rate (rounded to the same number of decimal places as Term SOFR) which results from interpolating on a linear basis between:

(a) either

(i) the applicable Term SOFR (as of the Quotation Day) for the longest period (for which Term SOFR is available) which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it); or

(ii) if no such Term SOFR is available for a period which is less than the Interest Period of the Floating Rate Loan (or the relevant part of it), SOFR for a day which is 3 US Government Securities Business Days before the Quotation Day; and

(b) the applicable Term SOFR (on the Quotation Day) for the shortest period (for which Term SOFR is available) which exceeds the Interest Period of the Floating Rate Loan (or the relevant part of it).

**Lookback Period** means the number of days specified as such in the Compounded Reference Rate Terms.

**Market Disruption Rate** means:

(a) in the case of a Floating Rate Loan (or any part of it) accruing interest at the Reference Rate, the percentage rate per annum, the aggregate of:

(i) the Reference Rate for the relevant Interest Period; and

(ii) the Credit Adjustment Spread; and

(b) in the case of a Floating Rate Loan (or any part of it) accruing interest at the Compounded Reference Rate, the rate specified as such in the Compounded Reference Rate Terms.

**Published Rate** has the meaning given to it in clause 7.3.



**Quotation Day** means, in relation to any period for which the Floating Rate, or as applicable, the FEC Tranche A Floating Rate, is to be determined, the first day of that period.

**Reference Rate** means, in relation to the Floating Rate Loan (or any part of it):

- (a) the applicable Term SOFR on the Quotation Day and for a period equal in length to the applicable Interest Period of the Floating Rate Loan (or the relevant part of it); or
- (b) as otherwise determined pursuant to sub-clauses 3.1 to 3.3 (inclusive).

**Reporting Time** means the relevant time (if any) specified as such in the Compounded Reference Rate Terms.

**SOFR** means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

**Term SOFR** means the term SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period published (before any correction, recalculation or republication by the administrator) by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate).

**US Government Securities Business Day** means any day other than:

- (a) a Saturday or a Sunday; and
- (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities.

## 2 Calculation of interest

Subject to clause 4, the rate of interest on each Floating Rate Loan for each Interest Period (and which is payable by the Borrower pursuant to Section 3.3.1 of the Agreement) is the percentage rate per annum which is the aggregate of:

- (a) the applicable Floating Rate Margin, or in respect of the FEC Tranche A Loan following conversion of the FEC Tranche A Loan to a Floating Rate Loan, the FEC Tranche A Floating Rate Margin;
- (b) the Reference Rate; and
- (c) the Credit Adjustment Spread.

and if, in any such case, the aggregate of the Reference Rate and the Credit Adjustment Spread is less than zero, the Reference Rate will be deemed to be such

---

a rate that the aggregate of the Reference Rate and the Credit Adjustment Spread is zero.

## 3 Unavailability of Term SOFR

**3.1 Interpolated Term SOFR:** If no Term SOFR is available for the Interest Period of the Floating Rate Loan or any part of the Floating Rate Loan, the applicable Reference Rate shall be the Interpolated Term SOFR for a period equal in length to the Interest Period of the Floating Rate Loan or that part of the Floating Rate Loan.

**3.2 Historic Term SOFR:** If clause 3.1 above applies but it is not possible to calculate the Interpolated Term SOFR, the applicable Reference Rate shall be the Historic Term SOFR for the Floating Rate Loan or that part of the Floating Rate Loan.

3.3 *Interpolated Historic Term SOFR*: If clause 3.2 above applies but no Historic Term SOFR is available for the Interest Period of the Floating Rate Loan or any part of the Floating Rate Loan, the applicable Reference Rate shall be the Interpolated Historic Term SOFR for a period equal in length to the Interest Period of the Floating Rate Loan or that part of the Floating Rate Loan.

3.4 *Compounded in Arrears*: If clause 3.3 above applies but it is not possible to calculate the Interpolated Historic Term SOFR for the Interest Period of the Floating Rate Loan then the Reference Rate shall not apply for the Floating Rate Loan or that part of the Floating Rate Loan (as applicable) and instead interest shall be determined by reference to the Compounded Reference Rate and the provisions of clause 4 will apply in respect of the Floating Rate Loan or the relevant part of the Floating Rate Loan (as applicable).

#### 4 Determination of the Compounded Reference Rate

4.1 Where interest is to be determined by reference to the Compounded Reference Rate then the following provisions shall apply.

4.2 The rate of interest on the Floating Rate Loan (or any part thereof) for any day during an Interest Period is the percentage rate per annum which is the aggregate of:

- (a) the applicable Floating Rate Margin or in respect of the FEC Tranche A Loan following conversion of the FEC Tranche A Loan to a Floating Rate Loan, the FEC Tranche A Floating Rate Margin; and
- (b) the Compounded Reference Rate for that day.

4.3 If any day during an Interest Period for the Floating Rate Loan (or any part thereof) is not a US Government Securities Business Day, the rate of interest on the Floating Rate Loan (or any part of it) for that day will be the rate applicable to the immediately preceding US Government Securities Business Day.

#### 5 Notification of the rates of interest

5.1 Subject to clause 5.2, the Facility Agent shall promptly notify the Lenders and the Borrower of the determination of a rate of interest relating to the Floating Rate Loan (or any part of it).

5.2 If the Compounded Reference Rate is to apply to the Floating Rate Loan (or any part of it) in accordance with clause 3.4, the Facility Agent shall (promptly upon the Compounded Reference Rate Interest Payment being determinable) notify:

- (1) the Borrower of the amount of the Compounded Reference Rate Interest Payment;
- (2) the relevant Lenders and the Borrower of:

---

(1) each applicable rate of interest relating to the determination of that Compounded Reference Rate Interest Payment; and

(2) to the extent it is then determinable, the Market Disruption Rate; and

- (3) each Lender of its portion of the amount referred to in (a) above,

it being acknowledged and agreed that this clause 5.2 shall not apply to any Compounded Reference Rate Interest Payment determined pursuant to clause 6.

5.3 The Facility Agent shall, if clause 6 applies, promptly notify the Borrower of each Funding Rate relating to the Floating Rate Loan (or any part of it).

5.4 The Facility Agent shall promptly notify the relevant Lenders and the Borrower of the determination of a rate of interest relating to the Floating Rate Loan to which clause 6 applies.

5.5 This clause 5 shall not require the Facility Agent to make any notification to any party on a day which is not a Business Day.

## 6 Market disruption

### 6.1 If:

- (1) the Compounded Reference Rate applies or, pursuant to clause 3.4, is to apply to the Floating Rate Loan for an Interest Period and by reason of circumstances affecting the Lenders' relevant markets, adequate means do not exist for ascertaining the Floating Rate or as applicable, the FEC Tranche A Floating Rate, by the Reporting Time for that Interest Period; or
- (2) before the Reporting Time (in the case of the Compounded Reference Rate) or, in the case of the Reference Rate, by close of business in London on the Quotation Day, in each case for the relevant Interest Period, the Facility Agent receives notifications from a Lender or Lenders, whose participations in the Floating Rate Loan (or the relevant part of it) exceed 50% of the outstanding aggregate principal amount of the Floating Rate Loan (or the relevant part of it) that the cost to it of funding its participation in the Floating Rate Loan (or the relevant part of it) would be in excess of the Market Disruption Rate,

then the Facility Agent shall give notice of such determination (a **Determination Notice**) to the Borrower and each of the Lenders.

### 6.2 If:

- (1) the Determination Notice relates to the Reference Rate, the Borrower, the Lenders and the Facility Agent shall then negotiate in good faith in order to agree upon a mutually satisfactory interest rate and interest period (or interest periods) to be substituted for those which would otherwise have applied under the Agreement. If the Borrower, the Lenders and the Facility Agent are unable to agree upon an interest rate (or rates) and interest period (or interest periods) prior to the date occurring thirty (30) Business Days after the giving of such Determination Notice, clause 6.3 shall apply; or
- (2) the Determination Notice relates to the Compounded Reference Rate, there shall be no negotiation period of the type referred to in paragraph (a) above and instead clause 6.3 shall automatically apply.

6.3 If this clause 6.3 applies, the Facility Agent shall (after consultation with the Lenders) set an interest rate and an interest period (or interest periods), in each case to take effect at the end of the Interest Period current at the date of the Determination Notice, which shall be equal to the sum of the applicable Floating Rate Margin (or, as applicable, the FEC

---

Tranche A Floating Rate Margin) and the lower of (a) the weighted average of the corresponding interest rates at or about 11:00 a.m. (London time) two (2) Business Days before the commencement of the relevant Interest Period on Reuters' pages KLIEMMM, GARBIC01 and FINA01 (or such other pages as may replace Reuters' pages KLIEMMM, GARBIC01 or FINA01 on Reuters' service) and (b) the cost to the Lenders of funding the portion of the Floating Rate Loan (or the relevant part of it) held by such Lenders.

### 6.4 If, in relation to the Floating Rate Loan (or any part of it):

- (1) a Lender's Funding Rate is less than the relevant Market Disruption Rate; or
- (2) a Lender does not supply a quotation by the Reporting Time or by close of business on the Quotation Day (as applicable) for the relevant Interest Period,

the cost to that Lender of funding its participation in that Floating Rate Loan for that Interest Period will be deemed, for the purposes of this clause 6, to be the Market Disruption Rate for that Floating Rate Loan.

## 7 Screen Rate replacement

### 7.1 If a Published Rate Replacement Event occurs in relation to any Published Rate, any amendment or waiver which relates to

- (a) providing for the use of a Replacement Reference Rate in place of that Published Rate; and
- (b)

- (i) aligning any provision of any Loan Document to the use of that Replacement Reference Rate;
- (ii) enabling that Replacement Reference Rate to be used for the calculation of interest under the Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of the Agreement);
- (iii) implementing market conventions applicable to that Replacement Reference Rate;
- (iv) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
- (v) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation).

may be made with the consent of the Facility Agent (acting on the instructions of the Majority Lenders) and the Borrower.

7.2 If any Lender fails to respond to a request for an amendment or waiver described in, or for any other vote of Lenders in relation to, clause 7.1 above within 5 Business Days (or such longer time period in relation to any request which the Borrower and the Facility Agent may agree) of that request being made:

- (a) its Commitment or its participation in the Loan shall not be included for the purpose of ascertaining whether any relevant percentage of Commitments or the aggregate of participations in the Loan (as applicable) has been obtained to approve that request; and

- (b) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

7.3 In this clause 7:

**Published Rate** means:

- (a) SOFR; or
- (b) Term SOFR for any Quoted Tenor.

**Published Rate Contingency Period** means, in relation to:

- (a) Term SOFR (all Quoted Tenors), ten US Government Securities Business Days; and
- (b) SOFR, ten US Government Securities Business Days.

**Published Rate Replacement Event** means, in relation to a Published Rate:

- (a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders and the Borrower, materially changed;
- (b)
  - (i)
    - (A) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

**provided that**, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

- (ii) the administrator of that Published Rate publicly announces that it has ceased or will cease to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;
- (c) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;
- (d) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used;
- (e) the supervisor of the administrator of that Published Rate makes a public announcement or publishes information stating that that Published Rate for that Quoted Tenor is no longer, or as of a specified future date will no longer be, representative of the underlying market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor) and such official statement expresses awareness that any such announcement or publication will engage certain contractual triggers that are activated by pre-cessation or cessation announcements or publications; or
- (f) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that

---

Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

- (i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders and the Borrower) temporary; or
- (ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than the applicable Published Rate Contingency Period; or
- (g) in the opinion of the Majority Lenders and the Borrower, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under the Agreement.

**Quoted Tenor** means Term SOFR for periods of six months.

**Relevant Nominating Body** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**Replacement Reference Rate** means a reference rate which is:

- (a) formally designated, nominated or recommended as the replacement for a Published Rate by:
  - (i) the administrator of that Published Rate (provided that the market or economic reality that such reference rate measures is the same as that measured by that Published Rate); or
  - (ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders and the Borrower, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor or alternative to a Published Rate; or

(c) in the opinion of the Majority Lenders and the Borrower, an appropriate successor or alternative to a Published Rate.

## 8 Rounding convention

The aggregate amount of any accrued interest, commission or fee which is, or becomes, payable by an Obligor under a Loan Document shall be rounded to 2 decimal places.

---

### Schedule 1 Compounded Reference Rate Terms

**CURRENCY:** Dollars.

#### **Cost of funds as a fallback**

Cost of funds will not apply as a fallback.

#### **Definitions**

**Additional Business Days:** A US Government Securities Business Day.

**Break Costs:** Nil.

**Business Day Conventions:**

- (a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:
  - (i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
  - (ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
  - (iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

**Central Bank Rate:**

- (a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or
- (b) if that target is not a single figure, the arithmetic mean of:
  - (i) the upper bound of the short-term interest rate target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and
  - (ii) the lower bound of that target range.

**Central Bank Rate Adjustment:**

In relation to the Central Bank Rate prevailing at close of business on any US Government Securities Business Day, the 20 per cent trimmed arithmetic mean (calculated by the Facility Agent) of the Central Bank Rate Spreads for the five (5) most immediately preceding US Government Securities Business Days for which the RFR was available.

**Central Bank Rate Spreads:**

- means, in relation to any US Government Securities Business Day, the difference (expressed as a percentage rate per annum) calculated by the Facility Agent of:
- (a) the RFR for that US Government Securities Business Day; and
  - (b) the Central Bank Rate prevailing at close of business on that US Government Securities Business Day.

**Daily Rate:**

The **Daily Rate** for any US Government Securities Business Day is:

	(a) the RFR for that US Government Securities Business Day; or
	(b) if the RFR is not available for that US Government Securities Business Day, the percentage rate per annum which is the aggregate of: <ul style="list-style-type: none"> <li>(i) the Central Bank Rate for that US Government Securities Business Day; and</li> <li>(ii) the applicable Central Bank Rate Adjustment; or</li> </ul>
	(c) if paragraph (b) above applies but the Central Bank Rate for that US Government Securities Business Day is not available, the percentage rate per annum which is the aggregate of: <ul style="list-style-type: none"> <li>(i) the most recent Central Bank Rate for a day which is no more than 5 US Government Securities Business Day before that US Government Securities Business Day; and</li> <li>(ii) the applicable Central Bank Rate Adjustment,</li> </ul> rounded, in either case, to four decimal places. <p>If in either case the aggregate of that rate and the Credit Adjustment Spread is less than zero, the Daily Rate shall be deemed to be such a rate that the aggregate of the Daily Rate and the Credit Adjustment Spread is zero.</p>
<b>Lookback Period:</b>	Five US Government Securities Business Days.
<b>Market Disruption Rate:</b>	The percentage rate per annum which is the aggregate of (i) the Cumulative Compounded RFR Rate for the Interest Period of the relevant Floating Rate Loan and (ii) the Credit Adjustment Spread.
<b>Relevant Market:</b>	The market for overnight cash borrowing collateralised by US Government securities.
<b>Reporting Day:</b>	The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.

<b>RFR:</b>	The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).
-------------	--

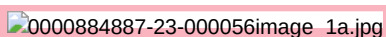
**Reporting Time**

Deadline for Lenders to report market disruption in accordance with clause 6.1.	Close of business in London on the Reporting Day for the relevant Loan.
---	---

Schedule 2  
Daily Non-Cumulative Compounded RFR Rate



The **Daily Non-Cumulative Compounded RFR Rate** for any US Government Securities Business Day "i" during an Interest Period for a Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Facility Agent, taking into account the capabilities of any software used for that purpose) calculated as set out below:



where:

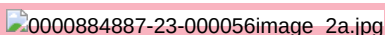
**UCCDR** means the Unannualised Cumulative Compounded Daily Rate for that US Government Securities Business Day "i";

**UCCDR<sub>i-1</sub>** means, in relation to that US Government Securities Business Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding US Government Securities Business Day (if any) during that Interest Period;

**dcc** means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

**n<sub>i</sub>** means the number of calendar days from, and including, that US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day; and

the **Unannualised Cumulative Compounded Daily Rate** for any US Government Securities Business Day (the **Cumulated US Government Securities Business Day**) during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Facility Agent, taking into account the capabilities of any software used for that purpose):



where:

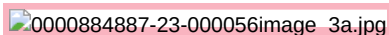
**ACCDR** means the Annualised Cumulative Compounded Daily Rate for that Cumulated US Government Securities Business Day;

**tn<sub>i</sub>** means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the US Government Securities Business Day which immediately follows the last day of the Cumulation Period;

**Cumulation Period** means the period from, and including, the first US Government Securities Business Day of that Interest Period to, and including, that Cumulated US Government Securities Business Day;

**dcc** has the meaning given to that term above; and

the **Annualised Cumulative Compounded Daily Rate** for that Cumulated US Government Securities Business Day is the percentage rate per annum (rounded to five decimal places) calculated as set out below:



where:

**d<sub>0</sub>** means the number of US Government Securities Business Days in the Cumulation Period;

**Cumulation Period** has the meaning given to that term above;

**i** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant US Government Securities Business Day in chronological order in the Cumulation Period;

**DailyRate<sub>i-LP</sub>** means, for any US Government Securities Business Day "i" in the Cumulation Period, the Daily Rate for the US Government Securities Business Day which is the Lookback Period prior to that US Government Securities Business Day "i";

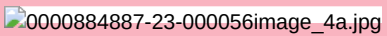
**n<sub>i</sub>** means, for any US Government Securities Business Day "i" in the Cumulation Period, the number of calendar days from, and including, that US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day;

**dcc** has the meaning given to that term above; and

**tn<sub>i</sub>** has the meaning given to that term above.

Schedule 3  
Compounded RFR Rate

The **Cumulative Compounded RFR Rate** for any Interest Period for a Floating Rate Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of **Annualised Cumulative Compounded Daily Rate** in Schedule 2 (*Daily Non-Cumulative Compounded RFR Rate*))calculated as set out below:



where:

**d<sub>0</sub>** means the number of US Government Securities Business Days during the Interest Period;

**i** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant US Government Securities Business Day in chronological order during the Interest Period;

**DailyRate<sub>LP</sub>** means for any US Government Securities Business Day "i" during the Interest Period, the Daily Rate for the US Government Securities Business Day which is the Lookback Periodprior to that US Government Securities Business Day "i";

**n<sub>i</sub>** means, for any US Government Securities Business Day "i", the number of calendar days from, and including, that US Government Securities Business Day "i" up to, but excluding, the following US Government Securities Business Day;

**dcc** means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

**d** means the number of calendar days during that Interest Period.

SIGNATORIES  
Amendment No. 7 in respect of Hull 1400

Borrower

Royal Caribbean Cruises Ltd. ) /S/ LUCY SHTENKO

Name: ) Lucy Shtenko

Title: ) Attorney-in-Fact

#### Facility Agent

**KfW IPEX-Bank GmbH** ) /S/ DOMINIK HOHN and OLE CHRISTIAN SANDE

Name: ) Dominik Hohn Ole Christian Sande

Title: ) Director Vice President

#### Hermes Agent

**KfW IPEX-Bank GmbH** ) /S/ DOMINIK HOHN and OLE CHRISTIAN SANDE

Name: ) Dominik Hohn Ole Christian Sande

Title: ) Director Vice President

#### Finnvera Agent

**BNP Paribas Fortis SA/NV** ) /S/ HELENA DZIEWALTOWSKA and GILLES MASSON

Name: ) Helena DZIEWALTOWSKA Gilles MASSON

Title: ) Director Senior Director

Energy, Resources & Infrastructure

#### Initial Mandated Lead Arranger

**KfW IPEX-Bank GmbH** ) /S/ DOMINIK HOHN and OLE CHRISTIAN SANDE

Name: ) Dominik Hohn Ole Christian Sande

Title: ) Director Vice President

---

#### Other Mandated Lead Arrangers

**BNP Paribas Fortis SA/NV** ) /S/ HELENA DZIEWALTOWSKA and GILLES MASSON

Name: ) Helena DZIEWALTOWSKA Gilles MASSON

Title: ) Director Senior Director

Energy, Resources & Infrastructure

**HSBC Bank plc** ) /S/ PHILIP LEWIS

Name: Philip E Lewis )

Title: Global Co Head of Export Finance )

**Commerzbank AG, New York Branch** ) /S/ BIANCA NOTARI and JAN FRIESE

Name: ) Bianca Notari Jan Friese

Title: ) Vice President Vice President

**Banco Santander, S.A.** ) /S/ MARIA TERESA ADAMUSE and CHRISTIANA CARBAJAL

Name: ) Maria Teresa Adamuse Christiana Carbajal

Title: )

#### Lead Arrangers

**Banco Bilbao Vizcaya Argentaria, S.A.,** ) /S/ GONZALO GARCIA UGUINA and LUZ BARROSO GARCIA

**Niederlassung Deutschland** )

Name: ) Gonzalo Garcia Uguina Luz Barroso Garcia

Title: ) Director Director

**Bayerische Landesbank, New York Branch** ) /S/ GINA SANDELLA and VARBIN STAYKOFF

Name: Gina Sandella / Varbin Staykoff )

Title: Vice President / Senior Director )

**DZ BANK AG, New York Branch** ) /S/ ALEXANDER FRANKE and MAXIMILIAN BOS

Name: ) Alexander Franke Maximilian Bos

Title: ) Abteilungsdirektor Vice President

**JPMorgan Chase Bank, N.A.,** ) /S/ FRANCOIS TURPAULT

**London Branch** )

Name: Francois Turpault )

Title: Executive Director )

**SMBC Bank International plc** ) /S/ WILLIAM BARAND and YASUHIRO FURUSAKI

Name: William Barand / Yasuhiro Furusaki )

Title: Director / Exec Director )

**Lenders**

**Finnish Export Credit Ltd** ) /S/ PIA PELTONIEMI

Name: Pia Peltoniemi )

Title: CEO )

**KfW IPEX-Bank GmbH** ) /S/ DOMINIK HOHN and OLE CHRISTIAN SANDE

Name: ) Dominik Hohn Ole Christian Sande

Title: ) Director Vice President

**BNP Paribas Fortis SA/NV** ) /S/ HELEND A DZIEWALTOWSKA and GILLES MASSON

Name: ) Helena DZIEWALTOWSKA Gilles MASSON

Title: ) Director Senior Director

Energy, Resources & Infrastructure

**HSBC Bank plc** ) /S/ PHILIP LEWIS

Name: Philip E Lewis )

Title: Global Co Head of Export Finance )

**Commerzbank AG, New York Branch** ) /S/ BIANCA NOTARI and JAN FRIESE

Name: ) Bianca Notari Jan Friese

Title: ) Vice President Vice President

**Banco Santander, S.A.** ) /S/ MARIA TERESA ADAMUSE and CHRISTIANA CARBAJAL

Name: ) Maria Teresa Adamuse Christiana Carbajal

Title: )

**Banco Bilbao Vizcaya Argentaria, S.A.,** ) /S/ GONZALO GARCIA UGUINA and LUZ BARROSO GARCIA

**Niederlassung Deutschland** )

Name: ) Gonzalo Garcia Uguina Luz Barroso Garcia

Title: ) Director Director

**Bayerische Landesbank, New York Branch** ) /S/ GINA SANDELLA and VARBIN STAYKOFF

Name: Gina Sandella / Varbin Staykoff )

Title: Vice President / Senior Director )

**DZ BANK AG, New York Branch** ) /S/ ALEXANDER FRANKE and MAXIMILIAN BOS

Name: ) Alexander Franke Maximilian Bos

Title: ) Abteilungsdirektor Vice President

**JPMorgan Chase Bank, N.A.,** ) /S/ FRANCOIS TURPAULT

**London Branch** )

Name: Francois Turpault )

Title: Executive Director )

**SMBC Bank International plc** ) /S/ AKIRA FUJIWARA and YASUHIRO FURUSAKI

Name: Akira Fujiwara / Yasuhiro Furusaki )

Title: Co-General Manager / Executive Director )

**Landesbank Hessen-Thüringen Girozentrale** ) /S/ STEFFEN KIESLICH and NAVINA LUCKE

Name: ) Steffen Kieslich Navina Lucke

Title: )

Exhibit 31.1

## CERTIFICATIONS

I, Jason T. Liberty, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Royal Caribbean Cruises 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.

Date: October 26, 2023 April 25, 2024

/s/ Jason T. Liberty  
 Jason T. Liberty  
 President and  
 Chief Executive Officer  
 (Principal Executive Officer)

Exhibit 31.2

## CERTIFICATIONS

I, Naftali Holtz, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Royal Caribbean Cruises 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.

Date: **October 26, 2023** April 25, 2024

/s/ Naftali Holtz  
\_\_\_\_\_  
Naftali Holtz  
Chief Financial Officer  
(Principal Financial Officer)

Exhibit 32.1

In connection with the quarterly report on Form 10-Q for the quarterly period ended **September 30, 2023** March 31, 2024 as filed by Royal Caribbean Cruises Ltd. with the Securities and Exchange Commission on the date hereof (the "Report"), Jason T. Liberty, President and Chief Executive Officer, and Naftali Holtz, Chief Financial Officer, each hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and
2. the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Royal Caribbean Cruises Ltd.

Date: **October 26, 2023** April 25, 2024

By: /s/ Jason T. Liberty  
\_\_\_\_\_  
Jason T. Liberty  
President and  
Chief Executive Officer  
(Principal Executive Officer)

By: /s/ Naftali Holtz  
\_\_\_\_\_  
Naftali Holtz  
Chief Financial Officer  
(Principal Financial Officer)





#### DISCLAIMER

THE INFORMATION CONTAINED IN THE REFINITIV CORPORATE DISCLOSURES DELTA REPORT™ IS A COMPARISON OF TWO FINANCIALS PERIODIC REPORTS. THERE MAY BE MATERIAL ERRORS, OMISSIONS, OR INACCURACIES IN THE REPORT INCLUDING THE TEXT AND THE COMPARISON DATA AND TABLES. IN NO WAY DOES REFINITIV OR THE APPLICABLE COMPANY ASSUME ANY RESPONSIBILITY FOR ANY INVESTMENT OR OTHER DECISIONS MADE BASED UPON THE INFORMATION PROVIDED IN THIS REPORT. USERS ARE ADVISED TO REVIEW THE APPLICABLE COMPANY'S ACTUAL SEC FILINGS BEFORE MAKING ANY INVESTMENT OR OTHER DECISIONS.

©2024, Refinitiv. All rights reserved. Patents Pending.