

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 16-20897-CR-SEITZ

UNITED STATES OF AMERICA

v.

PRINCESS CRUISE LINES, LTD.,

Defendant.

_____ /

PLEA AGREEMENT

The United States of America, by and through the United States Attorney for the Southern District of Florida, and the Environmental Crimes Section (“ECS”) of the United States Department of Justice (collectively referred to herein as the “government”), and Defendant, Princess Cruise Lines, Ltd. (“Defendant”), by and through their authorized representatives, enter into the following Plea Agreement (“Agreement”) pursuant to Rule 11(c)(1)(C) and Rule 11(c)(3) of the Federal Rules of Criminal Procedure:

1. Waiver of Indictment and Criminal Charges. Defendant, having been advised through its representative of the right to be charged by Indictment, agrees to waive that right and enter pleas of guilty to the charges brought by the government in the Criminal Information filed against it in the Southern District of Florida and as set forth below. The guilty plea is to be entered by Defendant through a senior corporate officer acceptable to the government who is authorized by resolutions by Defendant and Defendant’s parent corporation, Carnival Corporation, to enter pleas of guilty on Defendant’s behalf and to appear and represent Defendant at the plea hearing and at the sentencing hearing in the Southern District of Florida. By entering these guilty pleas, Defendant hereby waives

all objections to the form of the charging document, and admits that it is in fact guilty of the offenses as set forth in the Criminal Information. Defendant specifically waives venue as to Count 7 in the Southern District of Florida. Defendant agrees that the Joint Factual Statement that appears as Attachment A to this Agreement is a true and accurate statement of its criminal conduct and provides a sufficient factual basis for the pleas. Pursuant to this Agreement and consistent with the Joint Factual Statement, Defendant agrees to enter pleas of guilty to the following representative charges:

Count 1: Conspiracy. Knowingly and willfully entering into a conspiracy to: (a) knowingly discharge and dispose in the navigable waters of the United States oily mixtures, including oily bilge water and slops from bilges, that accumulated in the machinery spaces of the *Caribbean Princess* without the operation of oily water separating equipment and oil content monitor, in violation of Title 33, United States Code, Section 1908(a) and Title 33, Code of Federal Regulations, Section 151.10(b)(4); (b) knowingly fail to maintain an accurate Oil Record Book in which all overboard discharges and disposals otherwise of oily mixtures, including oily bilge water and slops from bilges that accumulated in the machinery spaces of the *Caribbean Princess* were fully recorded in violation of Title 33, United States Code, Section 1908(a) and Title 33, Code of Federal Regulation, Section 151.25(d)(4); (c) knowingly conceal, cover up, falsify and make false entries in the Oil Record Book of the *Caribbean Princess* with the intent to impede, obstruct, and influence the investigation and proper administration of a matter within the jurisdiction of the United States Coast Guard and the Department of Homeland Security, and in relation to and in contemplation of such matter, in violation of Title 18, United States Code, Section 1519; and (d) knowingly obstruct agency proceedings, in violation of Title 18, United States Code, Section 1505, all in violation of Title 18, United States Code, Section 371.

Counts 2-5: Act to Prevent Pollution from Ships. To knowingly fail to maintain an accurate Oil Record Book for the *Caribbean Princess* in which all overboard discharges and disposals otherwise of oily mixtures, including oily bilge water and slops from bilges, that accumulated in machinery spaces were fully recorded, in violation of Title 33, United States Code, Section 1908(a) and Title 33, Code of Federal Regulation, Section 151.25(d)(4).

Counts 6-7: Obstruction of Agency Proceedings. To corruptly influence, obstruct and impede, and endeavor to influence, obstruct, and impede, the due and proper administration of the law under a pending proceeding by the United States Coast Guard and the Department of Homeland Security, specifically U.S. Coast Guard

inspections of the Caribbean Princess, in violation of Title 18, United States Code, Section 1505.

2. The Penalties. Defendant understands that the applicable statutory penalties for each felony count of the offenses to which it is entering pleas of guilty are as follows: a maximum fine of the greatest of \$500,000, or twice the gross pecuniary gain or loss resulting from the unlawful conduct, pursuant to 18 U.S.C. § 3571(c) and (d); a term of probation of five years, pursuant to 18 U.S.C. § 3561(c)(1); and a special assessment of \$400 per count, pursuant to 18 U.S.C. § 3013(a)(2)(B). Defendant further understands that, in addition to any other penalty, the Court may order the payment of restitution to any victim of the offenses pursuant to the provisions of 18 U.S.C. § 3663. The government and Defendant (collectively “the Parties”) do not believe that restitution is applicable in this case.

3. Rights Waived by Pleading Guilty. Through its authorized representative, Defendant knowingly and voluntarily waives the following rights through its guilty pleas: (a) the right to plead not guilty, and to persist in a plea of not guilty; (b) the right to a speedy and public trial before a jury; (c) the right to the effective assistance of counsel at trial; (d) the right to be presumed innocent until guilt has been established at trial, beyond a reasonable doubt; (e) the right to confront and cross-examine witnesses at trial; (f) the right to compel or subpoena witnesses to appear on Defendant’s behalf at trial; (g) the right to testify or to remain silent at trial, at which trial such silence could not be used against Defendant; and (h) the right to appeal a finding of guilt or any pretrial rulings.

4. Applicability of Sentencing Guidelines. Defendant understands and acknowledges that, at sentencing, the Court is required to consider the United States Sentencing Guidelines (“U.S.S.G.”), together with the other sentencing principles set forth in Title 18, United States Code, Section 3553(a). Defendant understands and acknowledges that the U.S.S.G., including Chapter

Eight that provides guidance for the sentencing of corporate defendants, may be considered by the Court, except that pursuant to U.S.S.G. §§ 8C2.1 and 8C2.10, the U.S.S.G. that pertain to the sentencing of organizations do not determine the fine range in cases involving environmental or obstruction crimes, including the making of false statements, the use of false writings, or efforts to obstruct justice in order to conceal environmental crimes. Instead, the fine is to be determined under 18 U.S.C. §§ 3553 and 3571. All other sections of Chapter Eight of the U.S.S.G. that are applicable to corporate defendants are applicable to this case, including provisions for probation and community service.

5. Sentencing Agreement. Pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure and pursuant to 18 U.S.C. § 3571(d), and in return for the complete fulfillment by Defendant of all of its obligations under this Agreement, the Parties agree that the sentence to be imposed by the Court includes a total monetary penalty consisting of \$40,000,000 as specified below, plus mandatory special assessments. The Parties agree that the sentence should be imposed as follows:

a. Criminal Fine. Thirty million dollars of the total monetary penalty shall be designated as a criminal fine. The fine shall be apportioned as follows: \$27,000,000 to Count 1, and \$500,000 per count to Counts 2 – 7.

b. Mandatory Special Assessment. Defendant shall pay a special assessment of \$400 for each count of conviction. The total amount of special assessments is \$2,800.

c. Community Service. A total of \$10,000,000 of the monetary penalty shall be paid as organizational community service pursuant to § 8B1.3 of the U.S.S.G. and in furtherance of satisfying the sentencing principles provided for under 18 U.S.C. § 3553(a). Defendant shall make

Community Service Payments for such purposes as set forth in this Section. Defendant shall assume no responsibilities or obligations other than making the payments as described and shall have no rights whatsoever with respect to the disposition of the Community Service Payment funds once paid. Because the community service payments are designated as a criminal payment by an organization, Defendant agrees that neither it nor any related entity will seek any reduction in its tax obligations as a result of these community service payments. In addition, since these payments constitute community service as part of Defendant's guilty plea, neither Defendant nor any related entity or agent will characterize, publicize or refer to these community service payments as voluntary donations or charitable donations.

(1) Defendant shall pay \$7,000,000 to the National Fish and Wildlife Foundation ("NFWF") as set forth below. NFWF is a nonprofit organization established by the United States Congress pursuant to 16 U.S.C. §§ 3701-3710. Its purposes include the acceptance and administration of "property . . . to further the conservation and management of fish, wildlife, plants, and other natural resources," and the performance of "such other activities as will further the conservation and management of the fish, wildlife, and plant resources of the United States, and its territories and possessions for present and future generations of Americans." 16 U.S.C. § 3701(b)(1), (2). NFWF is empowered to "do any and all acts necessary and proper to carry out" these purposes, including, specifically, solicitation, acceptance, administration, and use of "any gift, devise or bequest . . . of real or personal property." 16 U.S.C. § 3703(c)(1), (11). NFWF's Congressional charter mandates that it be governed by a Board of Directors that includes the Director of the United States Fish and Wildlife Service, the Under Secretary of Commerce for Oceans and Atmosphere, and various individuals educated or experienced in fish, wildlife, ocean, coastal, or other natural resource

conservation. 16 U.S.C. § 3702(b)(1), (2). NFWF is also required by its charter to submit to Congress annually a report of its proceedings and activities during such year, including a full and complete statement of its receipts, expenditures, and investments. 16 U.S.C. § 3706(a), (b). Payment shall be made in the form of a certified check payable to the National Fish and Wildlife Foundation and mailed to the attention of its Chief Financial Officer at 1133 15th Street, NW, Suite 1100, Washington, DC 20005, or by electronic funds transfer in accordance with written instructions to be provided to Defendant by NFWF at the time of transfer. In either case, Defendant's payment shall include a reference to the case caption and number in this proceeding. NFWF shall obligate the funds paid to it to appropriate projects and initiatives pursuant to this Plea Agreement within five years of the date of entry of Judgment in this case. NFWF shall further report to the United States Probation Office for the Southern District of Florida and to the United States Department of Justice, on at least an annual basis, regarding the status and disposition of the funds it has received pursuant to this Section, until all such funds have been expended.

- A. NFWF shall use \$6,000,000 of the \$7,000,000 of community service funds paid by Defendant pursuant to ¶ 5(c)1 to fund projects and initiatives benefitting the maritime environment and marine and coastal natural resources in areas within the geographical jurisdiction of the United States, including, but not limited to, areas within the United States' Territorial Sea and within the United States Exclusive Economic Zone.
 - i. The projects and initiatives considered for funding by NFWF pursuant to ¶ 5(c)(1)(A) should be focused on environmental restoration; establishment, enhancement and/or preservation of fish, wildlife, and ecosystems; and amelioration and remediation of pollution, and other threats to the marine and coastal environment and ecosystems.

- ii. NFWF shall use best efforts to apply at least half of the funding paid pursuant to ¶ 5(c)1(A) to fund one or more projects benefitting each of the following: coral reefs, sea turtles, and marine mammals.
- iii. In identifying and selecting projects and initiatives to receive funding hereunder, NFWF shall consult with designated representatives of the United States Fish and Wildlife Service, the National Oceanic and Atmospheric Administration, and the Florida Fish and Wildlife Conservation Commission. NFWF shall not be bound by any recommendation from any federal or state agency so consulted.

B. NFWF shall use \$1,000,000 of the \$7,000,000 of community service funds paid by Defendant pursuant to ¶ 5(c)(1) to fund projects and initiatives benefitting the maritime environment and marine and coastal natural resources in and around the maritime jurisdiction of the United Kingdom, including, but not limited to, areas within the territorial waters of the United Kingdom and areas within the United Kingdom Exclusive Economic Zone and its marine sanctuaries, conservations zones and sites of special scientific interest.

- i. The projects and initiatives considered for funding by NFWF pursuant to ¶ 5(c)(1)(B) shall be focused on: environmental restoration; establishment, enhancement and preservation of fish, wildlife, and ecosystems; and amelioration and remediation of pollution and other threats to the marine and coastal environment and ecosystems.
- ii. In selecting the projects and initiatives to fund pursuant to ¶ 5(c)(1)(B), NFWF shall consult with designated representatives of the MCA or its authorized representative. NFWF shall not be bound by any recommendations it receives as the result of such consultation.

(2) Defendant shall pay \$3,000,000 to the South Florida National Parks

Trust (“SFNPT”). SFNPT is a nonprofit organization established in 2002 to support four national parks in South Florida: Everglades National Park; Biscayne National Park; Dry Tortugas National Park; and Big Cypress National Preserve. SFNPT serves as the official, nonprofit partner of the National Park Service in South Florida, focusing its work on raising resources to support park

programs and projects in five critical areas: Environmental Education, Resource Protection, Visitor Services, Volunteer Activities, and Community Engagement. Payment shall be made by certified check payable to the South Florida National Park Trust and mailed to the attention of the Executive Director at 1390 South Dixie Highway #2203, Coral Gables, Florida 33134, or by electronic funds transfer in accordance with written instructions to be provided to Defendant by SFNPT at the time of transfer. In either case, Defendant's payment shall include a reference to the case caption and number in this proceeding. SFNPT shall use the funds paid by Defendant pursuant to ¶ 5(c)(2) to promote education, training, public outreach, and resource protection and preservation by funding programs, projects, enforcement efforts, and initiatives benefitting the maritime environment and marine and coastal natural resources, environment, and ecosystems within the boundaries of Everglades National Park; Biscayne National Park; Dry Tortugas National Park; and Big Cypress National Preserve. SFNPT shall use best efforts to apply at least one half of the funding to fund projects benefitting marine resources and the marine environment. In identifying and selecting the projects and initiatives to receive funding hereunder, SFNPT shall consult with designated representatives of the National Park Service. SFNPT shall not be bound by any recommendation from the National Park Service as a result of such consultation. SFNPT shall obligate the funds paid to it to appropriate projects and initiatives pursuant to this Plea Agreement within five years of the date of entry of Judgment in this case. SFNPT shall further report to the United States Probation Office for the Southern District of Florida and to the United States Department of Justice, on at least an annual basis, regarding the status and disposition of the funds it has received pursuant to this Section, until all such funds have been expended.

d. Payments. Defendant agrees that if the terms of this Rule 11(c)(1)(C) Plea Agreement are accepted by the Court, that the criminal fine, special assessments and community service payments shall be paid on the day of sentencing. Payment is to be made in the form of a check payable to “United States District Court Clerk.” All community service payments shall be payable as specified herein.

e. Probation. Defendant will be placed on organizational probation for a period of five years from the date of sentencing pursuant to 18 U.S.C. § 3561(c)(1) and U.S.S.G. §§ 8D1.1 and 8D1.2. The terms of probation shall include the following specific provisions, in addition to the Court’s standard conditions:

(1) No Further Violations. Defendant agrees that it will commit no further violations of MARPOL 73/78, federal, state, or local law, and shall conduct all of its operations in accordance with environmental laws of the United States.

(2) Payments. Payment in full of the monetary amounts set forth herein including all special assessments, fines, and community service.

(3) Environmental Compliance Plan. Defendant agrees to develop, adopt, establish, implement, and fund the environmental remedial measures set forth in the Environmental Compliance Plan (“ECP”), attached hereto as Attachment B, during the term of probation, consistent with sentencing policies set forth in U.S.S.G. § 8D1.4. As set forth in greater detail in the ECP, which is part of this Agreement and intended to be part of the Special Conditions of Probation, Defendant and Carnival Corporation and Carnival plc (collectively, “Carnival Corporation & plc” or “Defendant’s parent”) have agreed to fully fund and implement the ECP across all related entities

with vessels that carry a Certificate of Financial Responsibility, issued pursuant to the Oil Pollution Act of 1990, as well as those vessels themselves. As set forth therein, Defendant and Defendant's parent have agreed to retain the services of an outside independent Third Party Auditor and fund a Court Appointed Monitor acceptable to the government to perform the duties set forth in the ECP and to report to the Court and Office of Probation. As set forth in the Agreement, Defendant and Defendant's parent understand and agree that the ECP will be included in the Special Conditions of Probation and that any violation of its terms by Defendant or Defendant's parent, or any of its related entities and vessels covered by the ECP, may be grounds for the revocation of probation as to Defendant.

f. Whistleblower Award. Defendant further understands, pursuant to the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a), that the Court has discretion to award an amount equal to not more than one-half of the fine imposed in Counts 2 – 5 to the person giving information leading to conviction. As set forth in the Joint Factual Statement, the Parties agree that this is a matter in which information provided by a whistleblower resulted in Defendant's conviction. Having been advised that the government will recommend that the Court exercise its discretion and award the whistleblower one-half of the amount of the fine imposed pursuant to Counts 2 – 5, Defendant agrees that it will not assert that it has standing and will take no position on any such award.

6. Application of the Agreement. This Agreement shall bind Defendant, Defendant's parent, the respective subsidiaries, assigns and successors, or their successors-in-interest, if applicable, of Defendant and Defendant's parent. Defendant shall provide the United States Probation Office and the undersigned prosecutors with immediate notice of any name change,

corporate reorganization, sale or purchase of vessels subject to the ECP, signing or termination of ship management contracts, or similar action affecting this Agreement or the ECP. No change in name, change in corporate or individual control, corporate reorganization, change in ownership, merger, change of legal status, sale or purchase of vessels, signing or termination of ship management contracts, or similar action shall alter the responsibilities of Defendant under this Agreement, provided, however, that Defendant and Defendant's parent will have no continuing obligations under this Agreement or the ECP for any ship sold or bareboat chartered to a person or entity not affiliated with Defendant, Defendant's parent, or Defendant's subsidiaries. Defendant shall not engage in any action to seek to avoid the obligations and conditions set forth in this Agreement.

7. Statements. This Agreement does not limit the right of Defendant or the government to speak at the time of sentencing consistent with the provisions set forth in this Agreement and the Joint Factual Statement, and to provide the Court and the United States Probation Office with evidence of all relevant conduct committed by Defendant. The Parties agree that at sentencing each will support the agreed disposition set forth in this Agreement pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure.

8. Non Prosecution of Additional Offenses.

a. ECS and the U.S. Attorney's Office for the Southern District of Florida: As part of this Agreement and solely because of the promises made by Defendant in this Agreement, ECS agrees to forgo additional criminal prosecution in any district, and the U.S. Attorney's Office for the Southern District of Florida agrees to forego criminal prosecution in its district, against Defendant and Defendant's parent for: (i) any violations of the Clean Water Act, as amended by the

Oil Pollution Act of 1990, 33 U.S.C. § 1321(b)(3), the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a) and 33 C.F.R. § 151.10, relating to discharge of oil and oily water mixtures, and conspiracy to commit the same, in violation of 18 U.S.C. § 371; and (ii) the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a) and 33 C.F.R. § 151.25, relating to the failure to maintain accurate Oil Record Books, or related violations of Title 18, including making and using false statements and records, obstruction of justice, and conspiracy, in violation of 18 U.S.C. §§ 371, 1001, 1505, 1512, and 1519, before the date of this Agreement, and stemming from the operation of the *Caribbean Princess*, *Golden Princess*, *Coral Princess*, *Grand Princess*, and the *Star Princess*, and any such violations stemming from the operation of any other vessel owned or operated by Defendant, Defendant's parent, or the subsidiaries, divisions, and operating units of Defendant's parent set forth in Attachment C ¶ 2, and which are known to the government at the time of the signing of this Agreement.

b. U.S. Attorney's Offices. As part of this Agreement and solely because of the promises made by Defendant in this Agreement, the U.S. Attorneys' Offices listed in Attachment C ¶ 1 agree to forgo additional criminal prosecution in their respective districts against Defendant and Defendant's parent, for (i) any violations of the Clean Water Act, as amended by the Oil Pollution Act of 1990, 33 U.S.C. § 1321(b)(3), the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a) and 33 C.F.R. § 151.10, relating to discharge of oil and oily water mixtures, and conspiracy to commit the same, in violation of 18 U.S.C. § 371; and (ii) the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a) and 33 C.F.R. § 151.25, relating to the failure to maintain accurate Oil Record Books, or related violations of Title 18, including making and using false statements and records,

obstruction of justice, and conspiracy, in violation of 18 U.S.C. §§ 371, 1001, 1505, 1512, and 1519, before the date of this Agreement, and stemming from the operation of the *Caribbean Princess*, *Golden Princess*, *Coral Princess*, *Grand Princess*, and the *Star Princess*, and which are known to the government at the time of the signing of this Agreement.

c. Other Vessels and Corporate Entities. Defendant and Defendant's parent have represented to the government that in the course of their internal review of the issues related to this Agreement, bilge management practices were assessed on a sample of ships within the respective fleets of Defendant and the subsidiaries, divisions, and operating units of Defendant's parent set forth in Attachment C ¶ 2. It was determined through those assessments that certain ships have used back calculations based on the volume of overboard discharges to determine and log within their respective Oil Record Books the tank volumes remaining onboard, rather than using tank soundings or local tank gauge readings. While such back calculations may have caused the Oil Record Books to contain inaccurate information, Defendant and Defendant's parent have represented that, so far as they are aware, the back calculations were not intentionally used to conceal illegal discharges. As part of this Agreement and solely because of the promises made by Defendant in this Agreement and the representations made in this paragraph, ECS agrees to forgo additional prosecution in any district, and the U.S. Attorney's Office for the Southern District of Florida and the U.S. Attorneys' Offices listed in Attachment C ¶ 3 agree to forgo additional criminal prosecution in their respective districts, of Defendant, Defendant's parent, and the subsidiaries, divisions, and operating units of Defendant's parent set forth in Attachment C ¶ 2 for the failure to maintain accurate Oil Record Books, in violation of the Act to Prevent Pollution from Ships, 33 U.S.C. § 1908(a) and 33 C.F.R. § 151, and related

violations of Title 18, including making and using false statements and records, obstruction of justice, and conspiracy, in violation of 18 U.S.C. §§ 371, 1001, 1505, and 1519, before the date of this Agreement, and stemming from the use aboard any ship within the respective fleets of Defendant and the subsidiaries, divisions, and operating units of Defendant's parent set forth in Attachment C ¶ 2 of back calculations based on the volume of overboard discharges to determine and log within Oil Record Books the tank volumes remaining onboard, rather than using tank soundings or local tank gauge readings. The waiver of further prosecution set forth in this subparagraph does not include intentional acts of pollution or conduct intended to conceal any intentional discharge of pollutants in violation of U.S. or international law unrelated to back calculations.

d. Scope. Defendant and Defendant's parent, and the subsidiaries, divisions, and operating units of Defendant's parent set forth in Attachment C ¶ 2 understand and agree that neither this section nor this Agreement limit the prosecuting authority of any other sections or divisions of the Department of Justice, including the United States Attorney of any judicial district, or any other federal, state, or local regulatory or prosecuting authorities, other than as referenced above. Furthermore, this Agreement does not provide or promise any waiver of any civil or administrative actions, sanctions, or penalties that may apply, including but not limited to: civil fines, civil penalties, claims for damages to natural resources, suspension, debarment, listing to restrict rights and opportunities of Defendant, Defendant's parent, and the subsidiaries, divisions, and operating units of Defendant's parent set forth in Attachment C ¶ 2 to contract with or receive assistance, loans, and benefits from United States agencies, licensing, injunctive relief, or remedial action to comply with any

applicable regulatory requirement. This Agreement has no effect on any proceedings against any party not expressly mentioned herein, including the actual or potential criminal liability of any individuals.

9. Breach of the Agreement. If the government determines that Defendant or its parent has failed to materially comply with any provision of this Agreement, or Defendant has committed any criminal violation of any environmental law of the United States or MARPOL 73/78 within the jurisdiction of the United States after the signing of this Agreement, the government may, at its sole option, be released from its commitments as set forth in this Agreement in their entirety by notifying Defendant, through counsel or otherwise, in writing. The government may also pursue all remedies available under the law against Defendant and any other related entity, irrespective of whether Defendant elects to be released from its commitments under this Agreement. Defendant recognizes that no such breach by it under this Agreement shall give rise to grounds for withdrawal of its guilty plea. Defendant understands that in the event of a breach of this Agreement, the government will have the right to use against Defendant, Defendant's parent and related entities, before any grand jury, at any trial, hearing, or for sentencing purposes, any statements made by Defendant's employees and agents, and any information, materials, documents, or objects provided by Defendant to the government pursuant to this Agreement without any limitation. In this regard, Defendant hereby waives any defense to any charges which it might otherwise have under any statute of limitations, pre-indictment delay, or the Speedy Trial Act for 90 days following any breach of this Agreement, except to the extent that such defenses existed as of the date of the signing of this Agreement.

10. Probation Office Not Bound by Agreement. Defendant understands that the sentencing disposition agreed upon by the Parties is not binding upon the United States Probation Office.

11. Information for Probation Office. Defendant agrees to provide all available information requested by the United States Probation Office.

12. Withdrawal of Plea Agreement. Defendant's pleas will be tendered pursuant to Rule 11(c)(1)(C) of the Federal Rules of Criminal Procedure. If the sentencing judge rejects this Agreement, then this Agreement shall be null and void at the option of either the government or Defendant. In this regard, Defendant hereby waives any defense to any charges which it might otherwise have under any statute of limitations, pre-indictment delay, or the Speedy Trial Act for 90 days following any nullification or voiding of this Agreement, except to the extent that such defenses existed as of the date of the signing of this Agreement.

13. Corporate Authorization. Defendant represents that it is authorized to enter into this Agreement, and Defendant's parent represents that it is authorized to agree, on behalf of itself and its subsidiaries and related entities listed in the ECP, to ¶ 5(e)(3) of this Agreement and the ECP. At the time of signing this Agreement, Defendant shall provide to the United States a written statement, to be filed with the U.S. District Court, in the form of notarized legal documents certifying that Defendant is authorized to enter into and comply with all of the provisions of this Agreement. The resolutions further shall certify that Defendant's governing body and Defendant's parent's Board of Directors have authorized these actions, and that all corporate formalities for such authorizations have been observed.

14. Waiver of Appeal. Defendant, through its authorized representative, is aware that 18 U.S.C. § 3742 gives the right to appeal the sentence to be imposed, and that other federal statutes give a defendant the right to appeal other aspects of the conviction. In consideration of this Agreement with the United States as set forth herein, Defendant knowingly and voluntarily agrees to waive the following rights: (a) the right to appeal any aspect of Defendant's convictions, including any pre-charge or pre-trial dispositions of motions or other issues; and (b) the right to bring any collateral attack, or any other writ or motion (except as it may relate to the effectiveness of its legal representation) that challenges Defendant's convictions or sentences. Defendant understands that if it breaches this Agreement at any time by appealing or collaterally attacking the conviction or sentence in any way, the United States may prosecute Defendant for any counts that were dismissed or not charged pursuant to this Agreement.

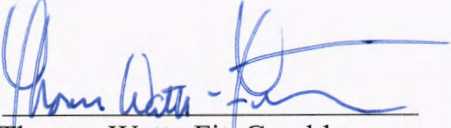
15. Voluntariness of the Plea. Defendant, through its authorized representative, acknowledges that it has entered into this Agreement freely and voluntarily, and that it has been fully advised by counsel, and that no threats or promises were made to induce Defendant to enter into the guilty pleas called for by this Agreement.

16. Statute of Limitations. In the event that this Agreement is not accepted by the Court for any reason, or if Defendant breaches any of the terms of this Agreement, the statute of limitations shall be deemed to have been tolled from the date of the Agreement to: (1) one hundred twenty days following the date of non-acceptance of the Agreement by the Court; or (2) one hundred twenty days following the date on which a breach of the Agreement took place, or when the government learned of the breach.

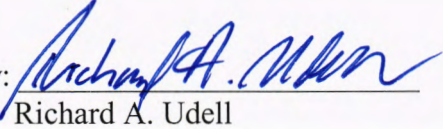
17. Completeness of Agreement. The government and Defendant acknowledge that these terms constitute the entire agreement between the Parties. No promises, agreements, or conditions have been entered into other than those set forth in this Agreement. This Agreement supersedes all prior understandings, whether written or oral. This Agreement cannot be modified other than in a written memorandum signed by the parties or on the record in Court. This Agreement is effective upon signature by Defendant, Defendant's parent, and all of the attorneys for the government.

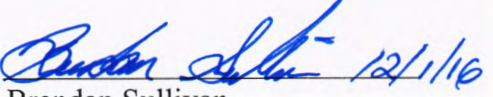
AGREED AND ACCEPTED

WIFREDO A. FERRER
United States Attorney

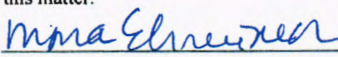
By: 
Thomas Watts-FitzGerald
Assistant United States Attorney

JOHN C. CRUDEN
Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

By: 
Richard A. Udell
Senior Litigation Counsel
Environmental Crimes Section
U.S. Department of Justice

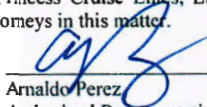
By: 
Brendan Sullivan
Special Assistant U.S. Attorney

I have been authorized by a corporate resolution of Carnival Corporation & plc to sign this Agreement and bind Princess Cruise Lines, Ltd. Princess Cruise Lines, Ltd. has been advised by its attorneys of its rights, of possible defenses, of the Sentencing Guideline provisions, and of the consequences of entering into this Agreement. Princess Cruise Lines, Ltd. voluntarily agrees to all of the terms of this Agreement. No promises or inducements have been made to Princess Cruise Lines, Ltd. other than those contained in this Agreement. Princess Cruise Lines, Ltd. is satisfied with the representation of its attorneys in this matter.

 11.30.16

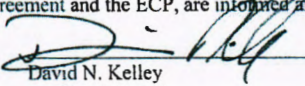
 Mona Ehrenreich Date
 Authorized Representative
 Princess Cruise Lines, Ltd.

I have been authorized by a corporate resolution of Carnival Corporation & plc to sign this Agreement in order to bind Carnival Corporation & plc, and its subsidiaries and related entities, with respect only to ¶5(e)(3) of this Agreement and the ECP set forth in Attachment B. Carnival Corporation & plc has been advised by its attorneys of, and specifically understands and voluntarily agrees to, the obligations under ¶5(e)(3) of this Agreement and the ECP. Carnival Corporation & plc agrees to fully fund the ECP and understands and agrees that any violation of its terms by Carnival Corporation & plc, including any of its subsidiaries and related entities obligated to abide by the terms of the ECP, shall be considered as a violation of this Agreement and may constitute grounds for the revocation of probation of Defendant Princess Cruise Lines, Ltd. Carnival Corporation & plc is satisfied with the representation of its attorneys in this matter.

 11/30/16

 Arnaldo Perez Date
 Authorized Representative
 Carnival Corporation & plc

I am counsel for Princess Cruise Lines, Ltd. and Carnival Corporation & plc. I have discussed every part of this Agreement and the ECP set forth in Attachment B with authorized representatives of Princess Cruise Lines, Ltd. and Carnival Corporation & plc. I have fully advised the authorized representatives of Princess Cruise Lines, Ltd. of their rights, of possible defenses, of the Sentencing Guidelines' provisions, and of the consequences of entering into this Agreement. Further, I have fully advised the authorized representatives of Carnival Corporation & plc of the consequences of agreeing to be bound by ¶5(e)(3) of this Agreement and the ECP. To my knowledge, the decision of Princess Cruise Lines, Ltd. to enter into this Agreement, and the decision of Carnival Corporation & plc to be bound by ¶5(e)(3) of this Agreement and the ECP, are informed and voluntary.

 11/30/16

 David N. Kelley Date
 Bradley J. Bondi
 Counsel for Princess Cruise Lines, Ltd.
 Counsel for Carnival Corporation & plc