

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL

IN THE MATTER OF:

CASE NOS: L96-3-1149
L07-3-1171

CELEBRITY CRUISES INC.

AMENDMENT TO ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act, in 1996 the OFFICE OF THE ATTORNEY GENERAL caused an inquiry to be made into potentially confusing advertising and marketing practices of the cruise industry, of which CELEBRITY CRUISES INC. ("Celebrity") was a member. That inquiry resulted in Celebrity entering into an Assurance of Voluntary Compliance in 1997 (the "Assurance"). The Office of the Attorney General and Celebrity agreed in the Assurance, and continue to agree, that consumers should be able to compare cruise line fares on a reasonably consistent basis. Circumstances have arisen that require the amendment of the Assurance to provide for certain contingencies not anticipated or contemplated in 1996 and 1997. Accordingly, this Amended Assurance is made for the purpose of addressing those contingencies and assisting the Office of the Attorney General and the consumers of Florida without any admission or contention that Celebrity has violated the law or the Assurance, and without prejudice to Celebrity's position in any pending or future litigation with third parties. This Amended Assurance is entered into pursuant to the authority vested in the Office of the Attorney General under Section 501.207(6), Florida Statutes.

The Assurance is therefore hereby amended as follows:

1. Section II.1. is amended to read "THE PARTIES AGREE that Celebrity shall not charge customers any fees or charges for their cruise ticket in addition to the advertised cruise

fare price other than fees or charges imposed by a governmental or quasi-governmental authority and a fuel supplement charge. Other than a fuel supplement charge, all nongovernmental and nonquasi-governmental charges or fees for the cruise ticket shall be included in the advertised cruise price."

2. Section II.2. is amended to read "THE PARTIES FURTHER AGREE that with the exception of a fuel supplement charge, any charges collected by Celebrity for the cruise ticket in addition to the advertised cruise fare price shall be remitted to a governmental or quasi-governmental authority."

3. THE PARTIES AGREE that Celebrity will clearly and conspicuously disclose the fuel supplement charge by placing the amount and frequency of the fuel supplement charge directly above, beneath, or next to the cruise fare price, and above or before the governmental or quasi-governmental imposed fees or charges. Celebrity shall be responsible for making the substantive terms and conditions of this Amended Assurance known to independent third parties who are known to Celebrity to advertise Celebrity cruises.

4. THE PARTIES AGREE that with respect to consumers who, as of November 15, 2007, had made a deposit on any booking for a Celebrity cruise, Celebrity shall not collect from such consumers the fuel supplement charge for those bookings, or shall refund to such consumers the amount of the fuel supplement charge already collected for those bookings. The refunds will be paid in the form of checks or credit card refunds for consumers who have already sailed, and in the form of onboard credits for consumers who have not yet sailed. Within thirty days of the execution of this Amended Assurance, Celebrity will report to the Office of the Attorney General the total amount of refunds that have been made and, if all the refunds required by this Amended Assurance have not been made at the time of that report, Celebrity will

thereafter make quarterly reports to the Office of the Attorney General until such time as all required refunds have been made.

5. This Amended Assurance does not resolve nor terminate the Office of the Attorney General's antitrust investigation, Case No. L08-6-1002. If it is determined as a result of the Attorney General's ongoing antitrust investigation that the fuel supplement charge was not the result of a unilateral decision by Celebrity, then the parties agree that neither this Amended Assurance nor any of its terms can be used as a basis to assert an antitrust defense.

6. All other provisions of the Assurance remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Celebrity has caused this Amendment to Assurance of Voluntary Compliance to be executed Daniel J. Hanrahan, in Miami, Florida on March 6th, 2008.

By my signature I hereby affirm that I am acting in my capacity and within my authority as President of CELEBRITY CRUISES INC. and that by my signature I am binding the corporation to this Amended Assurance.


CELEBRITY CRUISES INC.

By: [Signature]
Daniel J. Hanrahan

STATE OF)
COUNTY OF)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida personally appeared Daniel J. Hanrahan who acknowledged before me that he executed the foregoing instrument for the purposes stated therein on the 6 day of March, 2008.

Sworn and subscribed to before me this 6 day of March, 2008.

[Signature]
KAREN T. COFFEY (print name)
NOTARY PUBLIC

(print, type, or stamp ~~commissioned~~ Notary Public)

Personally known ☒ or Produced Identification
(check one)
Type of Identification Produced: _____

FOR THE OFFICE OF THE ATTORNEY GENERAL

Accepted this ____ day of March 2008.

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