SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the California Air Resources Board (CARB), with its principal location at 1001 I Street, Sacramento, California 95814; and NCL (Bahamas) Ltd. (NCL), a subsidiary of Norwegian Cruise Line Holdings Ltd., with its principal location at 7665 Corporate Center Drive, Miami, Florida 33126 (collectively, the "Parties," or individually, "Party").

LEGAL BACKGROUND

(1) Purpose. The California Health and Safety Code mandates the reduction of the emission of toxic air contaminants (TAC). CARB has determined that particulate matter (PM) from diesel-fueled engines is a TAC. (Health & Saf. Code §§ 39650-39675.)

(2) Regulation. CARB adopted the *Fuel Sulfur and Other Operational Requirements for Ocean-Going Vessels Within California Waters and 24 Nautical Miles of the California Baseline* (Ocean-Going Vessel Fuel Regulation) to reduce diesel PM and criteria pollutant emissions from ocean going vessels. (Cal. Code Regs., tit. 13, § 2299.2; Cal. Code Regs., tit. 17, § 93118.2.)

(3) Regulatory Provisions. Any person who owns, operates, charters, rents, or leases any ocean-going vessel that operates in Regulated California Waters must meet the operational requirements for fuel sulfur content limits for auxiliary diesel engines, main engines, and auxiliary boilers, as well comply with the recordkeeping, reporting, and monitoring requirements on noncompliance fee provision.

(4) Penalty Provisions. Failure to comply with the regulatory requirements is a violation of state law that may result in penalties up to ten thousand dollars ($10,000.00 USD) for strict liability violations for each day in which the violation occurs. (Cal. Code Regs., tit. 13, § 2299.2; Cal. Code Regs., tit. 17, § 93118.2; Health & Saf. Code §§ 39674, 39675, 42400 et seq., 42402 et seq., and 42410.)

CASE BACKGROUND

(5) Corporate Entity. At all relevant times, NCL was organized under the laws of Bermuda as an exempted company and conducted business in the State of California.

(6) Allegations. CARB alleges that NCL violated the Ocean-Going Vessel Fuel Regulation by failing to comply with the operational requirements on one voyage into Regulated California Waters by one vessel entering the Port of San Francisco, resulting in one day of violation, as outlined in Notice of Violation OGV04292026_NCL. CARB alleges that if paragraphs 1 through 6 were proven,

civil penalties could be imposed against NCL for each and every vessel involved in the violations and each day.

(7) Acknowledgment. NCL admits to the facts in paragraphs 1 through 6, but denies any liability resulting from said allegations.

(8) Consideration. In consideration of the foregoing, and of the promises and facts set forth herein, the Parties desire to settle and resolve all claims, disputes, and obligations relating to the above-listed alleged violations and voluntarily agree to resolve this matter by means of this Settlement Agreement. In order to resolve the violations described herein, NCL has taken, or agrees to take, the actions enumerated below within the Terms and Conditions. Further, CARB accepts this Settlement Agreement in termination and full settlement of this matter.

TERMS AND CONDITIONS

In consideration of CARB not filing a legal action against NCL for the alleged violations referred to above in the Legal Background and Case Background, and NCL's agreement to complete all terms and conditions set forth below, CARB and NCL agree as follows:

(9) Settlement Amount. NCL shall pay a civil penalty of eight thousand five hundred dollars ($8,500.00 USD). NCL shall make all payments within thirty (30) calendar days from the Notification Date.

(10) Notification Date. The date upon which CARB notifies NCL according to Paragraph 13 (Notices), that the Settlement Agreement is fully executed or when CARB sends the fully executed Settlement Agreement to NCL, whichever occurs first.

(11) Civil Penalty Payment Method. NCL shall pay the civil penalty by check, credit card, wire transfer, or portal, payable to the "California Air Resources Board," using instructions provided separately by CARB in a Payment Transmittal Form. NCL is responsible for all payment processing fees. Payments shall be accompanied by the Payment Transmittal Form to ensure proper application. CARB shall deposit the civil penalty amount into the Air Pollution Control Fund for the purpose of carrying out CARB's duties and functions to ensure the integrity of its air pollution control programs. Should payment instructions change, CARB will provide notice to NCL in accordance with Paragraph 13 (Notices).

(12) Documents. NCL shall promptly email or mail the signed and dated Settlement Agreement, to the address or email in Paragraph 13 (Notices).

(13) Notices. Unless otherwise specified in this Settlement Agreement, whenever notifications, submissions, or communications are required by this Settlement Agreement, they shall be submitted in writing to the address or email below:

As to CARB:
California Air Resources Board
Enforcement Division / Settlement Agreements
Freight Hub Enforcement Branch / Port and Rail Enforcement Section
P.O. Box 2815
Sacramento, California 95812-2815
Settlement_Agreement@arb.ca.gov

As to NCL:
Norwegian Cruise Line Holdings Ltd.
7665 Corporate Center Drive
Miami, Florida 33126
alberardi@ncl.com

Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted pursuant to this section shall be deemed submitted upon emailing or mailing.

(14) Repeat Violations. NCL agrees to comply with all regulatory requirements and acknowledges that repeat violations could result in increased penalties in the future.

(15) Entirety. This Settlement Agreement constitutes the entire agreement and understanding between the Parties concerning the Case Background and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning the Case Background hereof. This Settlement Agreement consists of 7 pages and 33 numbered paragraphs.

(16) Binding Effect. This Settlement Agreement binds NCL, and any principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations and CARB and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Settlement Agreement.

(17) Effective Date. The effective date shall be the date upon which this Settlement Agreement is fully executed.

(18) Modification and Termination. No agreement to modify, amend, extend, supersede, terminate, or discharge this Settlement Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all Parties to this Settlement Agreement.

(19) Severability. Each provision of this Settlement Agreement is severable, and in the event that any provision of this Settlement Agreement is held to be illegal, invalid

or unenforceable in any jurisdiction, the remainder of this Settlement Agreement remains in full force and effect.

(20) Choice of Law. This Settlement Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice-of-law rules.

(21) Non-Discharge. It is further agreed that the penalties described in this Settlement Agreement are non-dischargeable under United States Code, title 11, section 523(a)(7), which provides an exception from discharge for any debt to the extent such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit.

(22) Rules of Construction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Settlement Agreement.

(23) Non-Waiver. The failure to enforce any provision of this Settlement Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Settlement Agreement. The rights and remedies granted all Parties herein are cumulative and the election of one right or remedy by a Party shall not constitute a waiver of such Party's right to assert all other legal remedies available under this Settlement Agreement or otherwise provided by law.

(24) Intent to be Bound. The Parties represent that: They have participated fully in the review and drafting of this Settlement Agreement; understand and accept all terms; enter into this Settlement Agreement freely and voluntarily; have had an opportunity to consult with legal counsel; are fully informed of the terms and effect of this Settlement Agreement; have agreed to this Settlement Agreement after independent investigation and agree it was not arrived at through fraud, duress, or undue influence; and knowingly and voluntarily intend to be legally bound by this Settlement Agreement.

(25) Venue. The Superior Court of California, located in the County of Sacramento, shall hear any dispute between the Parties arising from this Settlement Agreement.

(26) Counterparts and Electronic Signatures. This Settlement Agreement may be executed in counterparts. Electronic, facsimile or photocopied signatures shall be considered as valid signatures.

(27) Release. In consideration of full payment of the civil penalty, and all other undertakings above, CARB hereby releases NCL and its principals, officers, receivers, trustees, successors and assignees, subsidiary and parent corporations,

from any claims CARB may have based on the circumstances described in Paragraph 6 (Allegations) above.

(28) Authority. The undersigned represents that he or she has full authority to enter into this Settlement Agreement.

PENALTY BASIS

(29) Per Unit Penalty. The per unit or per vehicle penalty in this case is a maximum of ten thousand dollars ($10,000.00 USD) per day under Health and Safety Code section 39674, for violations of the Ocean-Going Vessel Fuel Regulation. (Cal. Code Regs., tit. 13, § 2299.2; Cal. Code Regs., tit. 17, § 93118.2.) The penalty of $8,500.00 over one day of violation is for one noncompliant vessel. The per unit penalty in this case is approximately $8,500.00 per noncompliant day.

(30) Emissions. The provisions cited in Paragraph 6 (Allegations) above do not prohibit emissions above a specified level. Without information on engine usage and emission rates, it is not practicable to quantify the excess emissions.

(31) Aggravating and Mitigating Factors. The penalties in this matter were determined in consideration of all relevant circumstances, including statutory factors as described in CARB's Enforcement Policy. CARB considered whether the alleged violator came into compliance quickly and cooperated with the investigation; the extent of harm to public health, safety and welfare; nature and persistence of the alleged violation, including the magnitude of the excess emissions; compliance history; preventative efforts taken; innovative nature and the magnitude of the effort required to comply, and the accuracy, reproducibility, and repeatability of the available test methods; efforts to attain, or provide for, compliance prior to alleged violation; action taken to mitigate the alleged violation; financial burden to the alleged violator; and voluntary disclosure. The penalties are set at levels sufficient to deter violations, to remove any economic benefit or unfair advantage from noncompliance, to obtain swift compliance, and the potential costs, risks, and uncertainty associated with litigation. Penalties in future cases might be smaller or larger depending on the unique circumstances of the case.

(32) Confidential Business Information. CARB may have based this penalty in part on confidential business information provided by NCL or confidential settlement communications.

(33) Effect of Settlement/Reservation of Rights. The following shall apply:

(a) This Settlement Agreement resolves the civil claims of CARB for the violations alleged in this Settlement Agreement.

(b) CARB reserves, and this Settlement Agreement is without prejudice to, all claims, rights, and remedies against NCL with respect to all matters not expressly resolved in this Settlement Agreement. Notwithstanding any other provision of the Settlement Agreement, CARB reserves all claims, rights, and remedies, whether in law or equity, against NCL with respect to:

(i) Noncompliance with or enforcement of any provision of this Settlement Agreement.

(ii) Facts that were not disclosed by NCL to CARB.

(iii) Violation of the California Health and Safety Code and its implementing regulations, or other State laws, regulations, or permit condition(s) not expressly resolved in this Settlement Agreement.

(iv) Any imminent and substantial endangerment to the public health, welfare, or the environment in California, whether related to the violations addressed in this Settlement Agreement or otherwise.

(v) Any criminal liability.

(vi) Any claim(s) of any officer or agency of the United States or California, other than CARB.

(c) In any subsequent administrative or judicial proceeding initiated by CARB for injunctive relief, civil penalties, or other appropriate relief relating to enforcement of the Settlement Agreement, NCL shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by CARB in the subsequent proceeding were or should have been brought in the instant case.

(d) This Settlement Agreement does not limit or affect the rights of NCL or of CARB against any third parties not covered by this Settlement Agreement, nor does it limit the rights of third parties not covered by this Settlement Agreement against NCL, except as otherwise provided by law. This Settlement Agreement shall not be construed to create rights in, or grant any cause of action to, any third party not covered by this Settlement Agreement.

(e) This Settlement Agreement is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. NCL is responsible for achieving and maintaining compliance with all applicable federal, State, and local laws, regulations, and permits; NCL's compliance with this Settlement

Agreement shall not be a defense to any action commenced pursuant to any such laws, regulations, or permits. CARB does not, by its execution of this Settlement Agreement, warrant or aver in any manner that NCL's compliance with any aspect of this Settlement Agreement will result in compliance with any provisions of federal, State, or local laws, regulations, or permits.

ACKNOWLEDGED AND ACCEPTED BY:

California Air Resources Board

Signature: /S/

Name: Heather L. Quiros

Title: Chief, Enforcement Division

Date: October 30, 2026

NCL (Bahamas) Ltd., a subsidiary of Norwegian Cruise Line Holdings Ltd.

Signature:

Name: Mattias Andersson

Title: VP Marine Operations and Fleet Captain, DPA

Date: October 23. 2026