

MUTUAL TERMINATION AGREEMENT

THIS MUTUAL TERMINATION AGREEMENT (the "**Termination Agreement**") is entered into this _____ day of _____, 2019 by and between the **CANAVERAL PORT AUTHORITY**, an independent special taxing district and political subdivision of the State of Florida (hereinafter referred to as "**Port Authority**") and **DCL PORT FACILITIES CORPORATION**, a Delaware corporation (hereinafter referred to as "**DCL**"). Each of Port Authority and DCL is hereinafter referred to as a "**Party**," or collectively, as the "**Parties**".

WITNESSETH:

WHEREAS, Port Authority and DCL entered into that certain Marine Terminal Agreement dated May 17, 1995, and all Amendments thereto (the "**Original Agreement**");

WHEREAS, the Original Agreement provided for construction and use of the cruise ship facility designated by the Port Authority as Cruise Terminal 8 at Port Canaveral;

WHEREAS, on a date even herewith, the Parties have entered into a new operating agreement for cruise operations and berthing at Port Canaveral with an effective date of June 1, 2019 (the "**New Agreement**"); and

WHEREAS, the Parties therefore desire to terminate the Original Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are expressly incorporated herein by this reference.
2. Termination of Original Agreement. Subject to the following, the Original Agreement and all rights and obligations thereunder are terminated by mutual agreement of the Parties as of June 1, 2019 (the "**Termination Date**"). Nothing herein shall be construed as a waiver or release from any right, duty or obligation arising out of the Original Agreement prior to the Termination Date, including, but not limited to, (i) the payment of any fees or charges to which either party may be entitled, and/or (ii) for contribution, defense or indemnification, which provisions survive the termination of the Original Agreement.
3. Integration. This Termination Agreement is entered into by each of the Parties without reliance upon any statement, representation, promise, inducement or agreement not expressly contained within this Termination Agreement.
4. Binding Effect. This Termination Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, estates and personal representatives of the Parties.
5. Authority. Each Party hereto warrants that the execution of this Termination

Agreement by the individual executing this Termination Agreement on their behalf, and the performance of their respective obligations hereunder, have been duly authorized and approved by all necessary action.

6. Governing Law. This Termination Agreement shall be interpreted and construed with and in accordance with the laws of the State of Florida, and all obligations of the Parties created hereunder are to be litigated, if applicable, in Brevard County, Florida.

7. Severability. In the event any portion of this Termination Agreement shall be declared invalid, then the remaining portions of the Termination Agreement shall survive such invalidity and be valid and enforceable.

8. Remedies and Attorneys' Fees. All rights and remedies of Port Authority and of DCL under this Termination Agreement are cumulative and will not exclude any other right or remedy allowed at law or in equity. The non-prevailing party or parties will pay the prevailing party's costs and expenses, including reasonable attorneys' fees in any proceeding to enforce the provisions of this Termination Agreement.

9. Headings. The headings in this Termination Agreement have been inserted solely for ease of reference and should not be considered in the interpretation or construction of this Termination Agreement.

10. Counterparts. This Termination Agreement may be executed in counterparts, a complete set of which shall be deemed an original, constituting one and the same instrument.

11. Entire Agreement; Amendments. This Termination Agreement represents the entire understanding and agreement between the Parties respecting the subject matter hereof, and supersedes all other negotiations, understandings and representations made between the Parties. This Termination Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the Parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the last date indicated below.

“PORT AUTHORITY”

CANAVERAL PORT AUTHORITY, an independent special taxing district and political subdivision of the State of Florida

By: _____
Micah Loyd, Chairman

Date: _____, 2019

ATTEST: _____
Robert Harvey, Secretary/Treasurer

Date: _____, 2019

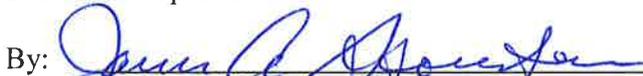
“DCL”

WITNESSES:


Print Name: Cheri Cannon


Print Name: MARYANNA LUCCHETTO

DCL PORT FACILITIES CORPORATION, a Delaware corporation

By: 
Name: James A. Stackton
Title: Vice President

Date: May 17, 2019