

United States District Court
Southern District of Florida
 MIAMI DIVISION

UNITED STATES OF AMERICA

JUDGMENT IN A CRIMINAL CASE
 (For Organizational Defendants)

v.

Case Number: 1:02CR20350-001-MOORE

CARNIVAL CORPORATION

FILED by *[Signature]* D.C.
 APR 19 2002
 CLARENCE MADDOX
 CLERK, U.S. DIST. CT.
 S. D. OF FLA. - MIAMI

Counsel For Defendant: Mark Pomerantz, Esq., David Mandel, Esq. and Chris McAliley, Esq.
 Counsel For The United States: Eloisa Fernandez and Diane Patrick
 Court Reporter: Randy Belsvik

The defendant organization pleaded guilty to Count 1, 2, 4, 5 and 6, of the Information. ACCORDINGLY, the court has adjudicated that the organizational defendant is guilty of the following offense(s):

<u>TITLE/SECTION NUMBER</u>	<u>NATURE OF OFFENSE</u>	<u>DATE OFFENSE CONCLUDED</u>	<u>COUNT</u>
18:1001(a)(3)	Knowingly and willfully discharged oil contaminated waste from their bilges into the sea and falsely represented in their Oil Record Books that the waste had been discharged using operational pollution equipment.	January 2001	1,2,3,4,5 and 6

The defendant organization is sentenced as provided in the following pages of this judgment.

IT IS FURTHER ORDERED that the defendant organization shall notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid. If ordered to pay restitution, the defendant shall notify the court and United States attorney of any material change in the defendant's economic circumstances.

Federal Employer I.D. No. 59-1562976
 Date of Incorporation: November 1974

Date of Imposition of Sentence:
 April 19, 2002

Defendant's Mailing Address:
 3655 N.W. 87th Avenue
 Miami, FL

Defendant's Residence Address:
 3655 N.W. 87th Avenue
 Miami, FL

Certified to be a true and correct copy of the document on file.
 Clarence Maddox, Clerk,
 U.S. District Court
 Southern District of Florida
 By *[Signature]*
 MICHAEL MOORE
 United States District Judge
 Deputy Clerk
 Date *10/25/02* April 19, 2002

EXHIBIT 1
 PAGE 1 OF 4 PAGES

DEFENDANT ORGANIZATION: CARNIVAL CORPORATION
CASE NUMBER: 1:02CR20350-001-MOORE

PROBATION

The defendant organization is hereby sentenced to probation for a term of **5 YEARS** as to each of Counts **1,2,3,4,5** and **6**, to run concurrently with each other.

While on probation, the defendant shall not commit another federal, state, or local crime.

If this judgment imposes a fine or a restitution obligation, it shall be a condition of probation that the defendant pay any such fine or restitution in accordance with the Schedule of Payments set forth in the Criminal Monetary Penalties sheet of this judgment.

The defendant organization shall comply with the standard conditions that have been adopted by this court (set forth below).

The defendant shall also comply with the additional conditions on the attached page.

STANDARD CONDITIONS OF SUPERVISION

- 1) within thirty days from the date of this judgment, the defendant organization shall designate an official of the organization to act as the organizations's representative and to be the primary contact with the probation officer;
- 2) the defendant organization shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;
- 3) the defendant organization shall notify the probation officer ten days prior to any change in principal business or mailing address;
- 4) the defendant organization shall permit a probation officer to visit the organization at any of its operating business sites;
- 5) the defendant organization shall notify the probation officer within seventy-two hours of any criminal prosecution, major civil litigation, or administrative proceeding against the organization;
- 6) the defendant organization shall not dissolve, change its name, or change the name under which it does business unless this judgment and all criminal monetary penalties imposed by this court are either fully satisfied or are equally enforceable against the defendant's successors or assignees;
- 7) the defendant organization shall not waste, nor without permission of the probation officer, sell, assign, or transfer

DEFENDANT ORGANIZATION: CARNIVAL CORPORATION
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SPECIAL CONDITIONS OF SUPERVISION

The defendant organization shall also comply with the following additional condition(s) of probation:

The defendant shall make full and complete disclosure of its business finances/financial records, as required by the Probation Officer. The defendant shall submit to an audit of its business financial records as requested by the Probation Officer.

The defendant shall submit to a search and/or inspection of any of its properties and places of business conducted at a reasonable time and in a reasonable manner by the Probation Officer.

The defendant shall make a payment of \$9,000,000.00 to the parties named in the plea agreement in the form of community service. The parties listed in the plea agreement are the following:

Florida Environmental Task Force Trust	\$2,000,000.00
Sheriff's Foundation of Broward County- Domestic Security Task Force	\$2,000,000.00
The National Park Foundation	\$1,500,000.00
Florida Sea Grant Program	\$1,500,000.00
Sanctuary Friends of the Florida Keys	\$1,000,000.00
Florida Keys Land & Sea Trust	\$ 500,000.00
The Nature Conservancy	\$ 250,000.00
Miami Museum of Science	\$ 250,000.00

The defendant shall develop, implement and enforce a world-wide Environmental Compliance Plan (ECP) and shall permit the U.S. Probation Officer to monitor and be involved in all phases of the program and pursue whatever steps are necessary to ensure the defendant's compliance with the ECP.

Within five days of imposition of sentence, the defendant shall, by corporate resolution name an organizational representative(s) to be the liaison with the U.S. Probation Office in regards to all matters pertaining to the defendant's probation, and the named party(ies) shall within five days thereafter meet with the Chief U.S. Probation Officer in order to ensure implementation of the Court's Orders.

Carnival Corporation agrees that any conduct or act performed by any of the operating cruise lines of the defendant in violation of the regulations pertaining to environmental matters, as prescribed by the U.S. Department of Transportation, the Environmental Protection Agency, and the United States Coast Guard shall be deemed a violation of the Defendant's probation in this case. Individuals responsible for or associated with such conduct or act may also be subject to criminal prosecution.

DEFENDANT ORGANIZATION: CARNIVAL CORPORATION
CASE NUMBER: 1:02CR20350-001-MOORE

CRIMINAL MONETARY PENALTIES

The defendant shall pay the following total criminal monetary penalties in accordance with the schedule of payments set forth in the Schedule of Payments.

<u>Total Assessment</u>	<u>Total Fine</u>	<u>Total Restitution</u>
\$2,400.00	\$9,000,000.00	\$

The defendant shall pay interest on any fine or restitution of more than \$2,500, unless the fine or restitution is paid in full before the fifteenth day after the date of the judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options on the Schedule of Payments may be subject to penalties for delinquency and default, pursuant to 18 U.S.C. § 3612(g).

*Findings for the total amount of losses are required under Chapters 109A, 110, 110A, and 113A of Title 18, United States Code, for offenses committed on or after September 13, 1994 but before April 23, 1996.

SCHEDULE OF PAYMENTS

Having assessed the defendant's ability to pay, payment of the total criminal monetary penalties shall be due as follows:

A. Lump sum payment of \$2,400.00 due immediately.

All criminal monetary penalties are made to the clerk of the court, unless otherwise directed by the court, the probation officer, or the United States attorney.

The defendant shall receive credit for all payments previously made toward any criminal monetary penalties imposed.

The assessment/fine/restitution is payable to the U.S. COURTS and is to be addressed to:

U.S. CLERK'S OFFICE
ATTN: FINANCIAL SECTION
301 N. MIAMI AVENUE, ROOM 150
MIAMI, FLORIDA 33128

The assessment/fine/restitution is payable immediately. U.S. Probation Office and the U.S. Attorney's Office are responsible for the enforcement of this order.

Payments shall be applied in the following order: (1) assessment, (2) restitution principal, (3) restitution interest, (4) fine principal, (5) community restitution, (6) fine interest (7) penalties, and (8) costs, including cost of prosecution and court costs.

Sealed

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. **02-20350CR-MOORE**

UNITED STATES OF AMERICA,

MAGISTRATE JUDGE
O'SULLIVAN

Plaintiff,

v.

CARNIVAL CORPORATION,

Defendant.

FILED by _____	D.C.
MAG. SEC.	
APR 17 2002	
CLARENCE MADDOX CLERK U.S. DIST. CT. S.D. OF FLA. - MIAMI	

PLEA AGREEMENT

The United States Attorney's Office for the Southern District of Florida (the "United States" or the "Government") enters into the following plea agreement with Carnival Corporation (the "Defendant") pursuant to Rule 11(e)(1)(C) of the Federal Rules of Criminal Procedure.

1. Guilty Plea

On such date as the Court may determine, the Defendant shall plead guilty in the United States District Court for the Southern District of Florida to the charges in the criminal Information in United States of America v. Carnival Corporation, Case Number _____

1

EXHIBIT 2
PAGE 1 OF 14 PAGES

Certified to be a true and correct copy of the document on file	
Clarence Maddox, Clerk, U.S. District Court Southern District of Florida	
By: <u>[Signature]</u>	Deputy Clerk
Date: <u>[Signature]</u>	

4/8

The Defendant agrees to waive in open court prosecution by indictment and make a factual admission of guilt to the Court for the offenses as set forth in the Information and in the joint Factual Proffer filed by the Parties. The Information and the Factual Proffer describe the following violations:

On numerous occasions from January, 1996, through January, 2001, ships owned by Carnival Corporation knowingly and willfully discharged oil contaminated waste from their bilges into the sea and falsely represented in their Oil Record Books that the waste had been discharged using operational pollution prevention equipment, when in truth and in fact, the waste was discharged overboard without the use of operational pollution prevention equipment, in violation of 18 U.S.C. § 1001(a)(3).

The United States and the Defendant agree to make no public statements regarding these matters or this plea agreement prior to the acceptance of this agreement by the United States District Court for the Southern District of Florida, except as may be required by law.

2. Corporate Authorization

Carnival Corporation will provide to the United States written evidence in the form of a notarized resolution of the Board of Directors with both notary and corporate seals, certifying that the Defendant corporation is authorized to plead guilty to the felony charges set forth in the Information, and to enter into and comply with all provisions of this agreement. The resolution shall further certify that the Chairman and Vice Chairman of the Board of Directors of Carnival Corporation are authorized to take these actions and that all corporate formalities, including but not limited to, approval by Carnival Corporation's directors, required for such authorization, have been observed. The Defendant agrees that

the Vice Chairman of the Board of Directors of Carnival Corporation shall appear on behalf of the company to enter the guilty plea and for imposition of the sentence in the United States District Court for the Southern District of Florida.

3. Organizational Changes

The Defendant shall not, through a change of name, business reorganization, sale or purchase of assets, divestiture of assets, or any similar action, seek to avoid the obligations and conditions set forth in this plea agreement. This plea agreement, together with all of the obligations and terms hereof, shall inure to the benefit of and bind partners, assignees, successors-in-interest, or transferees of the Defendant.

4. Sentencing Guidelines and Penalties

The Parties agree and understand that the United States Sentencing Guidelines ("U.S.S.G.") relating to the sentencing of organizations (Chapter Eight) do not apply to the imposition of fines for environmental crimes. See U.S.S.G. § 8C2.1 (Commentary-Background). The Parties agree that the maximum amount of the fine to be imposed under the statutes charged is the greater of twice the gross pecuniary gain derived from the crime, or twice the gross pecuniary loss caused to the victims of the crime, 18 U.S.C. § 3571(d).

The parties agree that the sentence will include a minimum term of probation of one year and a maximum term of probation of five years. 18 U.S.C. §3561(c). The Parties also agree that the term of probation will include one or more conditions including, among other things, that the Defendant make restitution, that the Defendant perform community service,

and that the Defendant undertake a compliance plan in accordance with requirements set forth by the Court. 18 U.S.C. § 3563. Finally, the Defendant understands that it will be required to pay a \$400.00 mandatory special assessment per felony count at the time of sentencing.

5. Acceptance of Responsibility

Pursuant to Section 8C2.5(g), the Defendant represents that the organization has fully cooperated in the investigation relating to conduct subject to the jurisdiction of the United States Attorney's Office in the Southern District of Florida, and accepts full responsibility for its criminal conduct. The Defendant hereby represents that Carnival Corporation: (1) has fully disclosed to the Government the circumstances surrounding the relevant offense conduct; (2) has not misrepresented facts to the Government prior to entering this plea agreement; or (3) has not committed any misconduct after entering into this plea agreement, including but not limited to committing a state or federal offense, violating any term of probation, or making a false statement or misrepresentation to any governmental entity or official. The Defendant further represents that it has waived the privilege asserted as to certain matters as requested by the Government; that it has not intentionally withheld the production of any non-privileged documents required to be produced during the investigation; and that it had a good-faith basis for the privilege asserted as to any documents withheld from production on the basis of that privilege.

6. Sentence Recommendation

In accordance with Federal Rule of Criminal Procedure 11 (e)(1)(C), the United States and Carnival Corporation agree to jointly recommend that the Court impose the following sentence as an appropriate disposition of the above-styled case:

- a) A criminal fine in the amount of \$18,000,000.00 made payable to United States District Court at the time of sentencing. The Parties recognize and agree that the alternative fine provisions of 18 U.S.C. § 3571(d) are applicable to the conduct to which the Defendant is entering a plea of guilty. In this regard, the Parties agree that, as a result of the conduct described, the Defendant was able to continue its revenue-generating operations, realizing pecuniary gain from the offense. The Parties agree and stipulate for the purpose of this plea agreement that the gain thereby supports the imposition of a fine in the amount of \$18,000,000.00, under the provision of 3571(d), allowing imposition of a fine "not more than the greater of twice the gross gain . . ." resulting from the offenses.
- b) Of the total criminal fine of \$18,000,000.00, an amount of \$9,000,000.00 shall be suspended so as to allow Carnival Corporation to apply the suspended amount to performing community service pursuant to U.S.S.G. § 8B1.3 and in furtherance of satisfying the sentencing principles provided under 18 U.S.C. § 3553(a). Accordingly, the Parties agree that the Defendant shall pay a total

of \$ 9,000,000.00 at the time of sentencing to fund environmental projects, initiatives, emergency response, and education dedicated to the preservation and restoration of the environment and ecosystems in the United States and its territorial seas, as follows:

Florida Environmental Task Force Trust	\$2,000,000
Sheriff's Foundation of Broward County- Domestic Security Task Force	\$2,000,000
The National Park Foundation	\$1,500,000
Florida Sea Grant Program	\$1,500,000
Sanctuary Friends of the Florida Keys	\$1,000,000
Florida Keys Land & Sea Trust	\$ 500,000
The Nature Conservancy	\$ 250,000
Miami Museum of Science	\$ 250,000

Because these payments are designated as community service by an organization, the Defendant further agrees that it will not 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 the total fine amount agreed upon in this plea agreement, the Defendant will not characterize, publicize or refer to these community service payments as voluntary donations or contributions.

- c) Carnival Corporation agrees to serve a sentence of probation of five years, which shall include as conditions the terms of this plea agreement. The Defendant also agrees that it shall not seek early termination of probation until the Environmental Compliance Plan, further referenced herein, has been fully

implemented for a continuous three-year period.

- d) As a special condition of probation, Carnival Corporation agrees to develop, implement and enforce a world-wide Environmental Compliance Plan ("ECP") designed to ensure compliance with applicable environmental laws and regulations by all of the operating lines of the Defendant. The ECP shall be filed with the Court as a separate document. In addition, the Defendant shall retain an Independent Consultant acceptable to the United States and to the Defendant to review and monitor the Defendant's compliance with applicable environmental requirements and the ECP. Components of the ECP include, but are not limited to, the following:

- 1) Carnival Corporation will establish and retain a full-time position of Vice President - Environmental Compliance (VP-EC) of Carnival Corporation, which will be based at the Company's corporate headquarter's office and will report directly to the Vice Chairman of the Board of Directors of the Company. The VP-EC will have, among other responsibilities, the primary responsibility for the Company's compliance with applicable environmental requirements and the ECP. The VP-EC will receive specified training prior to assuming the position. The VP-EC shall submit quarterly detailed reports discussing the development, implementation, and enforcement of the ECP to the United States Probation Office, Southern District of Florida; the United States Attorney's Office, Southern District of Florida; the United States Department of Transportation; the United States Environmental Protection Agency; the Federal Bureau of Investigation; the United States Coast Guard; and the Independent Consultant.
- 2) Carnival Corporation will establish and maintain a full-time position of Vice President - Operating Line Compliance (VP-OLC) for each of the operating lines of Carnival Corporation. The VP-OLC will have direct responsibility for the operating line's compliance with applicable

environmental requirements and the ECP. The VP-OLC will report directly to the Chief Executive Officer of the operating line, with additional reporting to the VP-EC. Each VP-OLC will receive specified training prior to assuming the position.

- 3) Carnival Corporation will establish and retain at least one shipboard full-time Environmental Officer (EO) for each vessel of each of the operating lines of Carnival Corporation. The EOs will have no significant job duties other than to act as an EO. Such EOs will be responsible for the vessel compliance with applicable environmental requirements and the ECP for shipboard and shoreside operations of their respective vessels. The EOs will report directly to the Master of each vessel, with additional reporting to the VP-OLC. Each EO will receive specified training prior to assuming the position.
- 4) Carnival Corporation will establish and maintain a toll-free hotline that will be answered twenty-four hours a day, seven days a week, through which employees and passengers may report suspected violations of applicable environmental requirements or the ECP. The Defendant shall periodically apprise employees and passengers of the availability of this toll-free hotline number by posting notices on its Internet, Intranet, by distributing notice via its electronic mail system, by providing notices in appropriate employee work and passenger areas, and by publication in employee pay-stubs. All reports to the toll-free hotline of suspected violations of applicable environmental requirements or the ECP shall promptly be provided to the VP-EC for further action, and the VP-EC shall maintain a record of the investigation and disposition of each such matter, and disclose such matters in quarterly reports.
- 5) Carnival Corporation will adopt, implement, and enforce a comprehensive training program to educate all employees on the environmental impact of operations and to be aware of the procedures and policies that form the basis of the ECP. The goal of this training program is to ensure that every employee understands the company's compliance policies and is able to integrate the compliance objectives in the performance of his/her job. Additionally, the Defendant will provide notices describing safe handling of hazardous materials and proper management of hazardous waste. The Defendant will provide such notices in any and all appropriate areas, including the engine

department, laundry/dry cleaning areas, infirmary and photography department.

- 6) Within sixty (60) days of sentencing, Carnival Corporation will retain an Independent Consultant, to conduct audits and on an annual basis to issue a report assessing the Defendant's compliance with applicable environmental requirements and the ECP. The Independent Consultant will submit the annual report to the VP-EC, the Probation Office, the United States, and certain designated federal agencies. The VP-EC will report to the Vice Chairman of the Board of Directors of Carnival Corporation on all matters relating to the ECP, including the annual report.
- 7) Carnival Corporation will bear and assume all costs associated with the development, implementation, enforcement, and court oversight of the ECP.

The Parties further agree that the specific schedule for implementation of the individual components of the ECP shall be determined by the Parties in a manner consistent with the operational and procedural demands imposed upon the Defendant under the ECP. The Parties further agree that they will solicit the advice and counsel of the Independent Consultant for purposes of specifying the schedule on which the components of the ECP are to be implemented by the Defendant.

- e) As a further special condition of probation, Carnival Corporation agrees that any conduct or act performed by any of the operating cruise lines of the Defendant in violation of the regulations pertaining to environmental matters, as prescribed by the United States Department of Transportation, the

Environmental Protection Agency, and the United States Coast Guard shall be deemed a violation of the Defendant's probation in this case. Individuals responsible for or associated with such conduct or act may also be subject to criminal prosecution.

7. Public Statement

Following the acceptance of the guilty plea by the Court, Carnival Corporation will make a public statement in which it will accept responsibility and apologize for its criminal conduct, and will affirm its commitment to ensuring that the vessels of all operating lines operate in full compliance with all applicable environmental laws and regulations.

8. Additional Liability

The United States agrees that in return for the Defendant's representations and undertakings in this agreement, the United States will not seek additional criminal prosecutions in the Southern District of Florida against Carnival Corporation, its affiliates, subsidiaries, or divisions, for violations associated with the improper management of oily bilge waste which occurred in the Southern District of Florida and which were known to the government as of the date of this agreement. 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: fines, penalties, claims for damages to natural resources, suspension, debarment, listing, licensing, injunctive relief, or remedial action to comply with any applicable regulatory requirement.

9. Pre-Sentence Investigation

The Parties agree, in keeping with this agreement under Rule 11(e)(1)(C) of the Federal Rules of Criminal Procedure, that the fines and conditions of probation set forth herein are to be imposed on the date on which this plea agreement is entered in open court, and the parties further agree, pursuant to Rule 32(b)(1)(A) of the Federal Rules of Criminal Procedure, that the sentence may properly be imposed according to the terms of this agreement without need for a pre-sentence investigation and report. The Defendant specifically hereby waives its right to a pre-sentence investigation report and review of such report in advance of sentencing in this case.

10. Express Waiver of Right to Appeal Guilty Plea and Sentence

Pursuant to this plea agreement, Carnival Corporation agrees to enter a plea of guilty to the counts in the Information. As a result of entering the guilty plea, and with regard only to the specific charges and Information at issue in this plea agreement, the Defendant expressly waives all defenses or objections to the Information and reserves no future defenses or right to appeal any decisions of the Court. The Defendant further expressly agrees to waive all constitutional, statutory, common law, and non-jurisdictional defects in the proceedings and/or defenses to the Information. In sum, the Defendant expressly waives any and all appellate review with regard to the specific charges and Information at issue in this plea agreement and its guilty plea thereto.

The Defendant is additionally aware that Title 18, United States Code, Section 3742 would normally afford the company the right to appeal the sentence imposed in this case. In exchange for the United States' consideration afforded in this plea agreement pursuant to Rule 11(e)(1)(C), Fed. R. Crim. P., the Defendant hereby waives all rights conferred by 18 U.S.C. § 3742 to appeal any sentence imposed, including any decisions rendered by the Court in response to motions filed, any restitution order, or to appeal the manner in which the sentence was imposed, except a criminal fine in excess of that recommended by the Parties in this plea agreement. The Defendant further understands that nothing in this agreement shall affect the government's right and/or duty to appeal as set forth in 18 U.S.C. Section 3742(b). However, in the event that the United States appeals the Defendant's sentence pursuant to Section 3742(b), the Defendant shall be released from the above waiver of appellate rights solely with respect to sentencing.

11. Rejection of Plea by Court

Should the Defendant's guilty plea not be accepted by the Court for any reason, this agreement shall be null and void pursuant to Rule 11(e)(1)(C), Fed. R. Crim. P. In such an event, the Defendant hereby waives any defense to the conduct set forth in the Information and in the Factual Proffer which might otherwise have been available under any statute of limitations or the Speedy Trial Act, or any common law, equitable, or constitutional claim involving pre-indictment delay.

12. Binding Final Agreement

None of the terms of this agreement shall be binding on the United States until this agreement is signed by authorized representatives of the corporate Defendant, defense counsel, the United States Attorney for the Southern District of Florida, or their designees.

It is further understood and agreed that this is the only agreement between the United States and the Defendant concerning this plea agreement and Information and is binding only on the United States Attorney's Office of the Southern District of Florida, that it supersedes all prior understandings, if any, whether written or oral, and that it cannot be modified other than in a writing that is signed by all parties. No additional promises or inducements have been or will be made to the Defendant in connection with this case, nor have any predictions or threats been made in connection with this plea.

AGREED TO AND
RESPECTFULLY SUBMITTED,

UNITED STATES ATTORNEY
SOUTHERN DISTRICT OF FLORIDA

Date: 4/16/02

By:

Guy A. Lewis
GUY A. LEWIS

Date: 4/16/02

By:

Eloisa D. Fernandez
ELOISA DELGADO FERNANDEZ
ASSISTANT UNITED STATES ATTORNEY

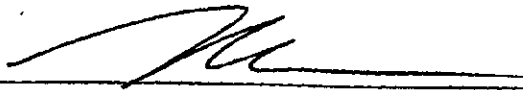
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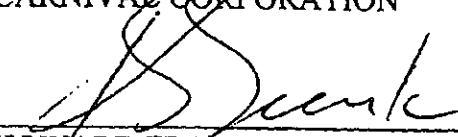
Diane Patrick
DIANE PATRICK
ASSISTANT UNITED STATES ATTORNEY

CARNIVAL CORPORATION


Date: 4/16/02

By: 
MICKY ARISON
CHAIRMAN, BOARD OF DIRECTORS
CARNIVAL CORPORATION

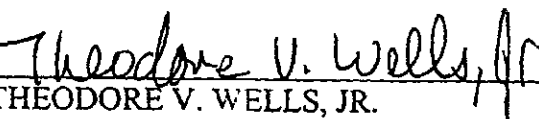
Date: 4/16/02

By: 
HOWARD FRANK
VICE CHAIRMAN, BOARD OF DIRECTORS
CARNIVAL CORPORATION

Date: 4/16/02

By: 
MARK F. POMERANTZ
COUNSEL FOR CARNIVAL CORPORATION

Date: 4/16/02

By: 
THEODORE V. WELLS, JR.
COUNSEL FOR CARNIVAL CORPORATION