Norwegian Cruise Line Holdings Ltd.
Form PREM14C
September 22, 2014
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
SCHEDULE 14C
(Rule 14c-101)
Information Statement Pursuant to Section 14(c)
of the Securities Exchange Act of 1934
Check the appropriate box:

- Preliminary information statement

- Confidential, for use of the Commission only (as permitted by Rule 14c-5(d)(2))

- Definitive information statement

NORWEGIAN CRUISE LINE HOLDINGS LTD.

(Name of Registrant as Specified in Its Charter)
Payment of Filing Fee (Check the appropriate box):

- No fee required.

- Fee computed on table below per Exchange Act Rules 14c-5(g) and 0-11.

(1)

- Title of each class of securities to which transaction applies:

Ordinary shares, par value $0.001 per share of Norwegian Cruise Line Holdings Ltd.

(2)

- Aggregate number of securities to which transaction applies:

20,296,880 ordinary shares

(3)

- Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

$36.28 per ordinary share of Norwegian Cruise Line Holdings Ltd. For purposes of this determination, in accordance with paragraphs (a)(4) and (c)(1)(i) of Exchange Act Rule 0-11, the price per share of Norwegian Cruise Line Holdings Ltd. ordinary share to be issued in the merger is equal to the average of the high and low prices of Norwegian Cruise Line Holdings Ltd. ordinary shares as reported on The NASDAQ Global Select Market on September 16, 2014 (a date within five business days prior to the filing of this preliminary Information Statement). In accordance with Section 14(g) of the Exchange Act, the filing fee was determined by multiplying 0.0001288 by the maximum aggregate value of the transaction, which was determined based upon the sum of (i) 20,296,880 ordinary shares of Norwegian Cruise Line Holdings Ltd. multiplied by the per share value of Norwegian Cruise Line Holdings Ltd. ordinary share equal to $36.28 as determined above, (ii) $1,108,798,350 in cash consideration and (iii) a contingent merger consideration payment of up to $50,000,000.

(4)

- Proposed maximum aggregate value of transaction:

$1,895,169,156.40

(5)

- Total fee paid:

$244,097.79

- Fee paid previously with preliminary materials.

- Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1)

- Amount Previously Paid:

(2)

- Form, Schedule or Registration Statement No.:

(3)

- Filing Party:

(4)

- Date Filed:

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PRELIMINARY COPY — SUBJECT TO COMPLETION

NOTICE OF ACTION TAKEN PURSUANT TO
WRITTEN CONSENT OF SHAREHOLDERS

NORWEGIAN CRUISE LINE HOLDINGS LTD.

7665 Corporate Center Drive
Miami, Florida 33126
(305) 436-4000

DATE FIRST MAILED TO SHAREHOLDERS: [•], 2014

WE ARE NOT ASKING YOU FOR A PROXY AND
YOU ARE REQUESTED NOT TO SEND US A PROXY.

To the shareholders of Norwegian Cruise Line Holdings Ltd.:

This Notice and the accompanying Information Statement are being furnished to the shareholders of Norwegian Cruise Line Holdings Ltd., an exempted company incorporated in Bermuda (“we,” “us,” “our,” or the “Company”), to advise the shareholders of the issuance of 20,296,880 ordinary shares of the Company to certain securityholders of Prestige Cruises International, Inc., a corporation organized under the laws of the Republic of Panama (“Prestige”), pursuant to an Agreement and Plan of Merger. The Agreement and Plan of Merger and the transactions contemplated thereby, including the issuance of such ordinary shares, was negotiated, considered and approved by a transaction committee consisting entirely of disinterested members of our board of directors. The issuance of ordinary shares to certain securityholders of Prestige in connection with the acquisition of 100% of the equity interests of Prestige has also been approved by the written consent of the holders of a majority of our issued and outstanding ordinary shares.

We urge you to read the entire Information Statement included with this Notice carefully for a more complete description of these matters.

Pursuant to Rule 14c-2 under the Securities Exchange Act of 1934, as amended, the issuance of ordinary shares described above can be made no sooner than 20 calendar days after the definitive form of the accompanying Information Statement is first mailed to the Company’s shareholders. Since the definitive form of the accompanying Information Statement is first being mailed to our shareholders on [•], 2014, the issuance of ordinary shares described therein may be taken on or after [•], 2014.

As the matters set forth in this Notice and accompanying Information Statement have been duly authorized and approved by the written consent of the holders of a majority of the voting power of the Company’s issued and outstanding voting securities, your vote or consent is not requested or required to approve these matters. The accompanying Information Statement is provided solely for your information and we are not, by sending this Information Statement, asking any of our shareholders to vote.

By order of the Transaction Committee of the Board of Directors,

/s/ Kevin M. Sheehan

Kevin M. Sheehan
President and Chief Executive Officer

Miami, Florida
[•], 2014

Neither the U.S. Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the acquisition, passed upon the merits or fairness of the acquisition or passed upon the adequacy or accuracy of the disclosures in this notice or the accompanying Information Statement. Any representation to the contrary is a criminal offense.

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- To be filed by amendment.

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NORWEGIAN CRUISE LINE HOLDINGS LTD.
7665 Corporate Center Drive
Miami, Florida 33126
(305) 436-4000

INFORMATION STATEMENT

We Are Not Asking You for a Proxy and
You are Requested Not To Send Us a Proxy.

ABOUT THIS INFORMATION STATEMENT

This Information Statement is being furnished by Norwegian Cruise Line Holdings Ltd., an exempted company incorporated in Bermuda (“we,” “us,” “our,” “Norwegian” or the “Company”), to advise our shareholders of the approval, pursuant to NASDAQ Stock Market Listing Rule 5635(a)(2), of our anticipated issuance of 20,296,880 Company Ordinary Shares (as defined below) (the “Stock Consideration”) pursuant to the Agreement and Plan of Merger (the “Merger Agreement”), dated September 2, 2014, by and among Norwegian, Portland Merger Sub, Inc., a corporation organized under the laws of the Republic of Panama and a wholly owned, indirect subsidiary of Norwegian (“Merger Sub”), Prestige Cruises International, Inc., a corporation organized under the laws of the Republic of Panama (“Prestige”), and Apollo Management, L.P., a Delaware limited partnership, as the stockholders’ representative (the “Stockholders’ Representative”), at a price per share equal to $33.01, pursuant to the terms of the Merger Agreement (the “Share Issuance”). The Merger Agreement and the transactions contemplated thereby (the “Prestige Acquisition”), including the Share Issuance, were approved on September 2, 2014 by a transaction committee consisting solely of members of the board of directors of the Company (the “Board”) who are disinterested with respect to any transaction involving Prestige (the “Transaction Committee”). The Share Issuance was also approved on September 2, 2014 by the written consent of the holders of a majority of the Company Ordinary Shares, attached as Annex D to this Information Statement.

This Information Statement is first being mailed on or about [•], 2014 to shareholders of record of the Company as of August 26, 2014, and is being delivered to inform you of the corporate actions described herein before they take effect in accordance with Rule 14c-2 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). You are urged to review this Information Statement for a more complete description of transactions contemplated pursuant to the Merger Agreement.

The Share Issuance approved by the Written Consent (as defined herein) will not be made prior to [•], 2014, which is twenty (20) calendar days following the date on which the definitive form of this Information Statement is first mailed to our shareholders.

Our principal executive offices are located at 7665 Corporate Center Drive, Miami, Florida 33126, and our main telephone number is (305) 436-4000.

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SUMMARY

The following is a brief summary of certain information contained elsewhere in this Information Statement, including the Annexes to this Information Statement. Reference is made to, and this summary is qualified in its entirety by, the more detailed information contained in this Information Statement, in the Annexes to this Information Statement and in the documents incorporated by reference herein. Capitalized terms used in this summary and not defined herein have the meanings assigned to them elsewhere in this Information Statement. You are urged to read this Information Statement and the Annexes to this Information Statement and the incorporated documents in their entirety.

General.

This Information Statement is being delivered in connection with the approval of the Share Issuance, which is a condition of the closing of the Prestige Acquisition (the "Closing"). A copy of the Merger Agreement is attached to this Information Statement as Annex A. See "General."

Summary of the Parties. (page 8)

Our Company. The Company is a Bermuda limited company formed as a holding company in 2011, which owns 100% of the ordinary shares of NCL Corporation Ltd., a Bermuda limited company formed in 2003 ("NCLC"), with predecessors dating from 1966. We are a leading global cruise line operator, offering cruise experiences for travelers with a wide variety of itineraries in North America (including Alaska and Hawaii), the Mediterranean, the Baltic, Central America, Bermuda and the Caribbean. See "The Prestige Acquisition — The Parties."

Merger Sub. Merger Sub is a corporation organized under the laws of the Republic of Panama and a wholly owned, indirect subsidiary of the Company and a wholly owned subsidiary of NCLC. Merger Sub was formed on August 18, 2014 solely for the purpose of effecting the transactions contemplated by the Merger Agreement. See "The Prestige Acquisition — The Parties."

Apollo Global Management, LLC and its subsidiaries. Apollo Global Management, LLC, founded in 1990, is a leading global alternative investment manager with offices in New York, Los Angeles, Houston, Toronto, London, Frankfurt, Luxembourg, Singapore, Hong Kong and Mumbai. As of June 30, 2014, Apollo had assets under management of over $167.5 billion invested in its private equity, credit and real estate businesses. See "The Prestige Acquisition — The Parties."

Genting Hong Kong Limited and STAR NCLC Holdings Ltd. Genting (as defined herein) was founded in 1993 and through its subsidiary, Star Cruises Asia Holding Ltd., operates a leading cruise line in the Asia-Pacific region. Its headquarters are located in Hong Kong and it is represented in more than 20 locations worldwide, with offices and representatives in Asia, Australia, Europe and the U.S. See "The Prestige Acquisition — The Parties."

TPG Global and its affiliates. TPG Global, LLC is a leading global private investment firm founded in 1992 with $66 billion of assets under management as of June 30, 2014 and with offices in Austin, Beijing, Dallas, Fort Worth, Hong Kong, Houston, London, Luxembourg, Melbourne, Moscow, Mumbai, New York, San Francisco, São Paulo, Shanghai, Singapore, Tokyo and Toronto. See "The Prestige Acquisition — The Parties."

Prestige. Prestige is a corporation organized under the laws of the Republic of Panama. Prestige is a global cruise line operator in the upscale cruise segment. Prestige operates two upscale cruise brands, Oceania Cruises and Regent Seven Seas Cruises, which operate in over 300 ports around the globe. Prestige's principal executive offices are located at 8300 NW 33rd Street, Suite 100, Miami, Florida 33122. See "The Prestige Acquisition — The Parties."

Summary of the Prestige Acquisition. (page 9)

The Prestige Acquisition Consideration. At the Closing, all (i) issued and outstanding shares of common stock of Prestige, par value $0.01 per share ("Prestige Common Stock") (other than shares that are owned by Prestige as treasury stock), (ii) issued and outstanding shares of Class B common stock of Prestige, par value $0.01 per share (other than shares that are owned by Prestige as treasury stock) and

(iii) outstanding, eligible options to purchase Prestige Common Stock ("Prestige Options"), will be cancelled and automatically converted into the right to receive, in the aggregate, an amount of cash equal to $1,108,798,350 and the Stock Consideration (valued at approximately $670,000,000 based on the volume weighted average trading price of the Company Ordinary Shares for the twenty trading days preceding August 29, 2014 of $33.01 per share), and in the case of each share of Prestige Common Stock and each Prestige Option, a pro rata portion of a contingent payment, if any, of up to $50,000,000 in cash subject to the achievement of certain milestones set forth in the Merger Agreement. See "The Prestige Acquisition — The Prestige Acquisition Consideration."

Background of the Prestige Acquisition. For a description of events leading to the approval of the Merger Agreement by the Transaction Committee, see "The Prestige Acquisition — Background of the Prestige Acquisition."

Transaction Committee Approval. After discussion, including review and consideration of the factors described under "The Prestige Acquisition — Recommendation and Reasons for the Prestige Acquisition", the Transaction Committee unanimously determined that the transactions contemplated by the Merger Agreement, including the merger, the Share Issuance and the financing related to the merger (collectively, the "Merger Transactions") were in the best interests of the Company and the Company's shareholders. The Transaction Committee unanimously approved the Merger Agreement and the Merger Transactions and recommended that the Company's shareholders approve the Share Issuance, as described under "The Prestige Acquisition — Background of the Prestige Acquisition."

Recommendation and Reasons for the Prestige Acquisition. After considering the various factors (see "The Prestige Acquisition — Recommendation and Reasons for the Prestige Acquisition"), the Transaction Committee concluded that the positive factors relating to the Merger Agreement and the Prestige Acquisition, including the merger, substantially outweighed the potential negative factors. The Transaction Committee collectively reached the conclusion to approve the Merger Agreement and the Prestige Acquisition, including the merger, in light of the various factors described in "The Prestige Acquisition — Recommendation and Reasons for the Prestige Acquisition" and other factors that the members of the Transaction Committee believed were appropriate. In view of the wide variety of factors considered by the Transaction Committee in connection with its evaluation of the Merger Agreement and the Prestige Acquisition, including the merger, and the complexity of these matters, the Transaction Committee did not consider it practical, and did not attempt, to quantify, rank or otherwise assign relative weights to the specific factors it considered in reaching its decision, and it did not undertake to make any specific determination as to whether any factor, or any particular aspect of any factor, supported or did not support its ultimate determination. Rather, the Transaction Committee made its recommendation based on the totality of information it received and the investigation it conducted. See "The Prestige Acquisition — Recommendation and Reasons for the Prestige Acquisition."

Action by Written Consent. On September 2, 2014, the beneficial owners of approximately 55.9% of the issued and outstanding Company Ordinary Shares as of the Record Date executed the Written Consent in lieu of a meeting to approve the Share Issuance to certain securityholders of Prestige as a portion of the consideration to be paid by the Company to Prestige's securityholders in connection with the Prestige Acquisition in order to comply with the requirements of NASDAQ Stock Market Listing Rule 5635(a)(2). In addition, Genting, STAR and TPG (each as defined below), each of whose consent was required pursuant to the Company's existing amended and restated shareholders' agreement (the "Shareholders' Agreement"), have consented to the Prestige Acquisition. As a result, no further approval or consent of our shareholders is required to approve the Merger Agreement and the transactions contemplated thereby. See "About this Information Statement — Requirement to Obtain Shareholder Approval."

Summary of the Fairness Opinions. (page 16)

Opinion of Barclays. Barclays Capital Inc. ("Barclays") delivered its opinion to the Transaction Committee that, as of September 2, 2014, and based upon and subject to the qualifications, limitations and assumptions set forth therein, the aggregate consideration, consisting of $1,108,798,350 in cash, 20,296,880 Company Ordinary Shares and a contingent payment, if any, of up to $50,000,000 in cash, to be paid by the Company pursuant to the Merger Agreement was fair, from a financial point of view, to the Company.

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The full text of Barclays' written opinion, dated as of September 2, 2014, is attached as Annex B to this Information Statement. Barclays' written opinion sets forth, among other things, the assumptions made, procedures followed, factors considered and limitations upon the review undertaken by Barclays in rendering its opinion. You are encouraged to read the opinion carefully in its entirety. Barclays' opinion, the issuance of which was approved by Barclays' Fairness Opinion Committee, is addressed to the Transaction Committee, addresses only the fairness, from a financial point of view, of the aggregate consideration to be paid by the Company pursuant to the Merger Agreement and does not constitute a recommendation to any shareholder of the Company as to how such shareholders should act with respect to the merger or any other matter. See "The Prestige Acquisition — Opinion of Barclays Capital Inc."

Opinion of Perella. On September 2, 2014, Perella Weinberg Partners LP ("PWP") rendered its oral opinion, subsequently confirmed in writing, as financial advisor to the Transaction Committee that, as of such date and based upon and subject to the various assumptions made, procedures followed, matters considered and qualifications and limitations set forth therein, the aggregate consideration, consisting of $1,108,798,350 in cash and 20,296,880 Company Ordinary Shares, at closing and a contingent merger consideration payment, if any, of up to $50,000,000 in cash, to be paid by Norwegian pursuant to the Merger Agreement was fair, from a financial point of view, to Norwegian.

The full text of PWP's written opinion, dated September 2, 2014, which sets forth, among other things, the assumptions made, procedures followed, matters considered and qualifications and limitations on the review undertaken by PWP, is attached as Annex C to this Information Statement and is incorporated by reference herein. Holders of Company Ordinary Shares are urged to read PWP's opinion carefully and in its entirety. The opinion does not address Norwegian's underlying business decision to enter into the Merger Agreement. The opinion does not constitute a recommendation to any holder of Company Ordinary Shares as to how such holders should act with respect to the merger or any other matter and does not in any manner address the prices at which Company Ordinary Shares will trade at any time. In addition, PWP expressed no opinion as to the fairness of the merger to the holders of any class of securities, creditors or other constituencies of Norwegian. PWP provided its opinion for the information and assistance of the Transaction Committee in connection with, and for the purposes of its evaluation of, the merger. This summary is qualified in its entirety by reference to the full text of the opinion. See "The Prestige Acquisition — Opinion of Perella Weinberg Partners LP."

Summary of the Financing of the Prestige Acquisition. (page 29)

Financing of the Prestige Acquisition. The Prestige Acquisition will be financed with cash on hand and, in part, proceeds from the Senior Facilities (as described herein) and the Bridge Facility (as described herein). Consummation of the Prestige Acquisition is conditioned upon our obtaining financing as contemplated therein. See "The Prestige Acquisition — Financing of the Prestige Acquisition."

Summary of the Appraisal Rights in Connection with the Prestige Acquisition. (page 29)

No Appraisal Rights in Connection with the Prestige Acquisition. Securityholders of Prestige will not be entitled to exercise appraisal or dissenters rights under the laws of the Republic of Panama or the laws of Bermuda in connection with the Prestige Acquisition or the Share Issuance. See "The Prestige Acquisition — No Appraisal Rights in Connection with the Prestige Acquisition."

Summary of the Interest of Certain Persons in the Prestige Acquisition. (page 30)

Agreements Among Apollo, Prestige and the Company. Apollo (as defined herein) currently owns approximately 20.0% of the issued and outstanding Company Ordinary Shares and controls the Board, and Apollo also currently controls Prestige, owning approximately 80% of Prestige's economics. Accordingly, in connection with the transactions described herein, Apollo will receive approximately 80% of the consideration to be paid by the Company in the merger (the "Merger Consideration").

Apollo currently is party to a Management Consulting Agreement (the "Management Consulting Agreement") with Oceania Cruises, Inc. ("Oceania"), a subsidiary of Prestige. Under the Management Consulting Agreement, Apollo is entitled to receive an annual fee of $875,000 in exchange for providing

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various management consulting and advisory services to Oceania and its subsidiaries. Apollo will receive a payment of $235,000 in connection with the consummation of the Prestige Acquisition, and the parties to the Management Consulting Agreement plan to terminate the Management Consulting Agreement prior to the Closing.

Executive Compensation. None of the Company's named executive officers will receive any compensatory payments or benefits that constitute "golden parachute" compensation within the meaning of Item 402(t) of Regulation S-K. The following named executive officers of Prestige will receive compensatory payments or benefits that constitute "golden parachute" compensation within the meaning of Item 402(t) of Regulation S-K, assuming for such purpose that the named executive officer's employment were terminated by the Company without "cause" or by the officer with "good reason" (or, in the case of Mr. Kamlani, a "constructive termination") immediately following the Closing: (i) Frank J. Del Rio, Chief Executive Officer and Chairman of the board of directors of Prestige; (ii) Jason M. Montague, Executive Vice President, Chief Financial Officer; (iii) Robert J. Binder, Vice Chairman and President; (iv) Kunal S. Kamlani, President and Chief Operating Officer of Prestige Cruise Holdings, Inc., a wholly owned subsidiary of Prestige; and (v) T. Robin Lindsay, Executive Vice President of Vessel Operation. No named executive officer is entitled to any payments related to pension benefits or nonqualified deferred compensation arrangements. See "Interest of Certain Persons in the Prestige Acquisition — Executive Compensation."

Summary of the Agreement and Plan of Merger. (page 34)

Upon the consummation of the Prestige Acquisition, Prestige will become a wholly owned, indirect subsidiary of the Company. The Closing will take place on the third business day following the satisfaction or waiver of each of the closing conditions set forth in the Merger Agreement, or on such other date as may be agreed upon in writing by Prestige and us. The Merger Agreement contains customary covenants and customary representations and warranties made by Prestige, the Company and the Stockholders' Representative. The consummation of the Prestige Acquisition and the transactions contemplated thereby are subject to, among other things, the satisfaction or waiver of the certain conditions specified in the Merger Agreement. Each of the Company and Prestige has agreed to indemnify the other and certain related parties for certain losses until the date that is nine (9) months following the anniversary of the date of the Closing (the "Closing Date"), subject to certain caps and deductibles, as set forth in the Merger Agreement. The Merger Agreement may be terminated at any time before the Closing upon the occurrence of certain conditions, as set forth in the Merger Agreement. Subject to certain conditions, if the Merger Agreement is terminated under certain circumstances principally related to our failure to consummate the Prestige Acquisition due to the failure to obtain the necessary financing, the Company shall pay or cause to be paid to Prestige a termination fee of $88,900,000 in cash (the "Termination Fee"). See "The Agreement and Plan of Merger."

Summary of the Unaudited Pro Forma Condensed Combined Financial Information. (page 41)*

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- To be filed by amendment.

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GENERAL

This Information Statement is being delivered to our shareholders in connection with the Share Issuance to certain securityholders of Prestige in connection with the Prestige Acquisition. Following the consummation of the Prestige Acquisition, Prestige will become a wholly owned, indirect subsidiary of the Company.

Approval of the Prestige Acquisition.

On July 16, 2014, the Board determined to establish the Transaction Committee, to appoint disinterested members of the Board to serve on the Transaction Committee (consisting of directors Messrs. Lim, Chidsey, Chua, Peterson, Revell and Salerno) and to delegate to the Transaction Committee the full authority to, among other things, direct any process of consideration of an acquisition of Prestige and potential alternative transactions, negotiate the terms of any such potential transaction and approve or reject any such proposed transaction.

On September 2, 2014, the Transaction Committee held a meeting in London, United Kingdom, with representatives of the outside legal counsel and financial advisor of the Transaction Committee participating. After discussion, including review and consideration of the factors described under "The Prestige Acquisition — Recommendation and Reasons for the Prestige Acquisition", the Transaction Committee unanimously determined that the Merger Transactions were in the best interests of the Company and the Company's shareholders. The Transaction Committee unanimously approved the Merger Agreement and the Merger Transactions and recommended that the Company's shareholders approve the Share Issuance, as described under "The Prestige Acquisition — Background of the Prestige Acquisition."

In addition, on September 2, 2014, Genting, STAR and TPG, each of whose consent to the Prestige Acquisition is required pursuant to the terms of the Shareholders' Agreement, consented to the Prestige Acquisition.

Requirement to Obtain Shareholder Approval.

We are subject to the NASDAQ Stock Market Listing Rules because the Company Ordinary Shares are currently listed on the NASDAQ Global Select Market.

Pursuant to NASDAQ Stock Market Listing Rule 5635(a)(2), when a NASDAQ-listed company proposes to issue securities in connection with the acquisition of the stock of another company, shareholder approval is required if (a) a substantial shareholder of such company has a 5% or greater interest, directly or indirectly, in such target company or the assets to be acquired or in the consideration to be paid in the transaction or series of related transactions and (b) the present or potential issuance of ordinary shares could result in an increase in outstanding ordinary shares or voting power of 5% or more. NASDAQ Stock Market Listing Rule 5635(e)(3) defines a substantial shareholder as the holder of an interest of 5% or more of either the number of shares of common stock or the voting power outstanding of a NASDAQ-listed company. Because investment funds affiliated with Apollo Global Management, LLC (collectively, "Apollo") currently own approximately 20.0% of the issued and outstanding Company Ordinary Shares, Apollo is considered a substantial shareholder of the Company under NASDAQ Stock Market Listing Rule 5635(e)(3). Apollo also currently controls Prestige, owning approximately 80% of Prestige's economics. Therefore, pursuant to NASDAQ Stock Market Listing Rule 5635(a)(2), the Company sought the approval, by written consent, of Apollo, Genting Hong Kong Limited ("Genting"), STAR NCLC Holdings Ltd. ("STAR"), and TPG Viking, L.P., TPG Viking AIV I, L.P., TPG Viking AIV II, L.P., and TPG Viking AIV III, L.P. (collectively, "TPG"), which together held Company Ordinary Shares representing a majority of the issued and outstanding Company Ordinary Shares as of August 26, 2014, for the Share Issuance pursuant to the terms of the Merger Agreement (the "Written Consent").

On September 2, 2014, Apollo, Genting, STAR, and TPG executed, in accordance with bye-law 39 of the Company's amended and restated bye-laws, the Written Consent, attached as Annex D to this Information Statement. The Share Issuance approved by the Written Consent will not be made prior to [•], 2014, which is twenty (20) calendar days following the date on which the definitive form of this Information Statement is first mailed to our shareholders.

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No Voting Required.

We are not seeking a vote, authorizations or proxies from you. Bye-law 39 of the Company's amended and restated bye-laws provides that shareholders may take action without a meeting of the shareholders and without prior notice if a consent in writing, setting forth the action so taken, is signed by the holders of the outstanding voting shares holding not less than the minimum number of votes that would be necessary to approve such action at a shareholders meeting. The approval by at least a majority of the outstanding voting power of the Company Ordinary Shares is required to approve the Share Issuance pursuant to the Merger Agreement for purposes of NASDAQ Stock Market Listing Rule 5635(a)(2).

As of August 26, 2014, the record date established for the Written Consent (the "Record Date"), we had 203,213,068 ordinary shares, par value $0.001 per share (the "Company Ordinary Shares"), issued and outstanding and entitled to vote on the Share Issuance pursuant to the Merger Agreement. Each Company Ordinary Share is entitled to one vote per Company Ordinary Share. The shareholders of the Company who approved the Share Issuance by Written Consent held 113,638,668 Company Ordinary Shares as of the Record Date.

Notice Pursuant to the Company's Amended and Restated Bye-laws.

Pursuant to bye-laws 24 and 39 of the Company's amended and restated bye-laws, we provided written notice of the action taken by the Written Consent to our shareholders who did not consent in writing to such action. Such written notice was included in our Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on September 4, 2014 and is also available on our website at: http:/ / www.investor.ncl.com/ .

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THE PRESTIGE ACQUISITION
The Parties
Our Company.   The Company is a Bermuda limited company formed as a holding company in 2011, which owns 100% of the ordinary shares of NCLC, with predecessors dating from 1966. We are a leading global cruise line operator, offering cruise experiences for travelers with a wide variety of itineraries in North America (including Alaska and Hawaii), the Mediterranean, the Baltic, Central America, Bermuda and the Caribbean. We strive to offer an innovative and differentiated cruise vacation with the goal of providing our guests the highest levels of overall satisfaction on their cruise experience. In turn, we aim to generate the highest guest loyalty and greatest numbers of repeat guests. We created a distinctive style of cruising called “Freestyle Cruising” onboard all of our ships, which we believe provides our guests with the freedom and flexibility associated with a resort style atmosphere and experience as well as more dining options than a traditional cruise. We established the very first private island developed by a cruise line in the Bahamas with a diverse offering of activities for guests. We are also the only cruise line operator to offer an entirely inter-island itinerary in Hawaii.
By providing such a distinctive experience and appealing combination of value and service, we straddle both the contemporary and premium segments. As a result, we have been recognized for our achievements as the recipient of multiple honorary awards mainly consisting of reviews tabulated from the readers of travel periodicals such as Travel Weekly, Condé Nast Traveler and Travel + Leisure. We have been recognized as “Europe’s Leading Cruise Line” six years in a row, as well as both “Caribbean’s Leading Cruise Line” and “World’s Leading Large Ship Cruise Line” by the World Travel Awards. Norwegian Breakaway, which was launched in 2013, has been named “Best New Ship” by the editors of Cruise Critic and “Best Rookie Cruise Ship” by the readers of Travel Weekly.
We offer a wide variety of cruises ranging in length from one day to three weeks. During 2013, we docked at 114 ports worldwide, with itineraries originating from 18 ports of which nine are in North America. In line with our strategy of innovation, many of these North American ports are part of our “Homeland Cruising” program in which we have homeports that are close to major population centers, such as New York, Boston and Miami. This reduces the need for vacationers to fly to distant ports to embark on a cruise and helps reduce our guests’ overall vacation cost. We offer a wide selection of exotic itineraries outside of the traditional cruising markets of the Caribbean and Mexico; these include cruises in Europe, including the Mediterranean and the Baltic, Bermuda, Alaska and the industry’s only entirely inter-island itinerary in Hawaii with our U.S.-flagged ship, Pride of America. This itinerary is unparalleled in the cruise industry, as all other vessels from competing cruise lines are registered outside the U.S. and are required to dock at a distant foreign port when providing their guests with a Hawaii-based cruise itinerary.
Each of our 13 modern ships has been purpose-built to consistently deliver our “Freestyle Cruising” product offering across our entire fleet, which we believe provides us with a competitive advantage. By focusing on “Freestyle Cruising,” we have been able to achieve higher onboard spend levels, greater customer loyalty and the ability to attract a more diverse clientele.
As a result of our strong operating performance, the growing demand we see for our distinctive cruise offering and the rational supply outlook for the industry, we added new ships to our fleet. In 2010, we launched a newbuild program for the next generation of Freestyle Cruising vessels. We placed an order with Meyer Werft for two new cruise ships: Norwegian Breakaway, which was delivered in April 2013, and Norwegian Getaway, which was delivered in January 2014. These ships are approximately 144,000 Gross Tons (a “Gross Ton” is a unit of enclosed passenger space on a cruise ship, such that one Gross Ton equals 100 cubic feet or 2.831 cubic meters) with 4,000 Berths (a “Berth” is double occupancy capacity per cabin (single occupancy per studio cabin) even though many cabins can accommodate three or more passengers). As of January 31, 2014, we have the youngest fleet among the major North American cruise brands as Norwegian Getaway joins Norwegian Breakaway as the latest generation of “Freestyle Cruising” ships and these ships include some of the most popular elements of our recently delivered ships together with new and differentiated features.

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We also have orders with Meyer Werft for four additional ships for delivery in the fall of 2015, the spring of 2017, the spring of 2018 and the fall of 2019. These ships will be approximately 163,000 Gross Tons to 164,600 Gross Tons and 4,200 Berths each. The combined contract cost of these four ships is approximately €3 billion. We have export credit financing in place that provides financing for 80% of their contract prices.

Our senior management team has delivered consistent growth and has driven measurable improvements in operating metrics and cash flow generation across several different operating environments. Under the leadership of our President and Chief Executive Officer, Kevin M. Sheehan, we significantly differentiated the Norwegian brand, largely with the “Freestyle Cruising” concept that accelerated revenue growth and contributed to improving our operating income margins by approximately 1,350 basis points since the beginning of 2008 through the end of 2013. Our management team was augmented in key areas such as Sales, Marketing, Hotel Operations and Finance and has since implemented major initiatives such as enhancing onboard service and amenities across the fleet, expanding our European presence and overseeing a newbuild program that included the successful launches in April 2013 and January 2014 of our most innovative ships to date, Norwegian Breakaway and Norwegian Getaway.

Merger Sub. Merger Sub is a corporation organized under the laws of the Republic of Panama and a wholly owned, indirect subsidiary of the Company and a wholly owned subsidiary of NCLC. Merger Sub was formed on August 18, 2014 solely for the purpose of effecting the transactions contemplated by the Merger Agreement.

Apollo Global Management, LLC and its subsidiaries. Apollo Global Management, LLC, founded in 1990, is a leading global alternative investment manager with offices in New York, Los Angeles, Houston, Toronto, London, Frankfurt, Luxembourg, Singapore, Hong Kong and Mumbai. As of June 30, 2014, Apollo had assets under management of over $167.5 billion invested in its private equity, credit and real estate businesses. Apollo also currently controls Prestige, owning approximately 80% of Prestige’s economics. Investment funds managed by Apollo also have current and past investments in other travel and leisure companies, including Caesars Entertainment Corporation, Great Wolf Resorts, Vail Resorts, AMC Entertainment, Wyndham International and other hotel properties.

Genting Hong Kong Limited and STAR NCLC Holdings Ltd. Genting was founded in 1993 and through its subsidiary, Star Cruises Asia Holding Ltd., operates a leading cruise line in the Asia-Pacific region. Its headquarters are located in Hong Kong and it is represented in more than 20 locations worldwide, with offices and representatives in Asia, Australia, Europe and the U.S. Genting currently has a fleet of six ships, which offer various cruise itineraries in the Asia Pacific region.

TPG Global and its affiliates. TPG Global, LLC is a leading global private investment firm founded in 1992 with $66 billion of assets under management as of June 30, 2014 and with offices in Austin, Beijing, Dallas, Fort Worth, Hong Kong, Houston, London, Luxembourg, Melbourne, Moscow, Mumbai, New York, San Francisco, São Paulo, Shanghai, Singapore, Tokyo and Toronto. TPG Global, LLC has extensive experience with global public and private investments executed through leveraged buyouts, recapitalizations, spinouts, growth investments, joint ventures and restructurings.

Prestige. Prestige is a corporation organized under the laws of the Republic of Panama. Prestige is a global cruise line operator in the upscale cruise segment. Prestige operates two upscale cruise brands, Oceania Cruises and Regent Seven Seas Cruises, which operate in over 300 ports around the globe. Prestige’s principal executive offices are located at 8300 NW 33rd Street, Suite 100, Miami, Florida 33122.

The Prestige Acquisition

After the consummation of the Prestige Acquisition, NCLC will beneficially own the entire equity interest in Prestige.

The Prestige Acquisition Consideration

Pursuant to the Merger Agreement, at the Closing, in accordance with the laws of the Republic of Panama, Merger Sub will merge with and into Prestige, and the separate corporate existence of Merger Sub will cease and Prestige will continue its corporate existence under the laws of the Republic of Panama as the surviving corporation and as a wholly owned, indirect subsidiary of the Company. At the Closing, all (i) issued and outstanding shares of Prestige Common Stock (other than shares that are owned by Prestige as treasury stock), (ii) issued and outstanding shares of Class B common stock of Prestige, par value $0.01 per share (other than shares that are owned by Prestige as treasury stock) and (iii) outstanding, eligible Prestige Options, will be cancelled and automatically converted into the right to receive, in the aggregate, an amount of cash equal to $1,108,798,350 and the Stock Consideration (valued at approximately $670,000,000 based on the volume weighted average trading price of the Company Ordinary Shares for the twenty trading days preceding August 29, 2014 of $33.01 per share), subject to any applicable withholding and transfer taxes, and in the case of each share of Prestige Common Stock and each eligible Prestige Option, a pro rata portion of a contingent payment, if any, of up to $50,000,000 in cash subject to the achievement of certain milestones set forth in the Merger Agreement. The cash portion of the Merger Consideration will be financed with cash on hand and, in part, proceeds from the Senior Facilities (as described herein) and the Bridge Facility (as described herein).

Background of the Prestige Acquisition

The Company's management and the Board regularly review the Company's performance and prospects in light of its business and developments in the cruise industry. These reviews have included consideration, from time to time, of potential strategic alternatives, including strategic acquisitions.

In June 2014, Kevin Sheehan, the Company's Chief Executive Officer, requested that representatives from Barclays meet with him to discuss the possible acquisition of Prestige by the Company. On June 23, 2014, Mr. Sheehan contacted Frank Del Rio, Chief Executive Officer of Prestige, and requested a meeting on June 24, 2014, in Miami, Florida. Following that discussion, Mr. Sheehan sent Mr. Del Rio a draft confidentiality agreement.

On June 24, 2014, Mr. Sheehan and Mr. Del Rio met in Miami, Florida to discuss, among other things, the possibility of an acquisition of Prestige by the Company. Mr. Del Rio indicated that he believed an appropriate value for Prestige would be $3.5 billion. The same day, Mr. Del Rio executed the confidentiality agreement.

During the course of the ensuing two weeks, Mr. Sheehan discussed with members of management and certain disinterested directors of the Board, among other things, the potential benefits to the Company of acquiring Prestige, and certain disinterested directors further discussed the potential transaction. In early July 2014, members of management of each of the Company and Prestige met in Miami, Florida, to conduct preliminary due diligence on Prestige with a view to subsequently having preliminary discussions regarding the possible structure and terms of a potential acquisition.

On July 10, 2014, the Board held a telephonic meeting to discuss the potential acquisition of Prestige by the Company. Because affiliates of Apollo control Prestige and its board of directors, Messrs. Abrams, Aron, Crowe, Martinez and Seminara, each a director of the Company employed by Apollo or its affiliates or partners, recused themselves from the meeting and any further discussion relating to the possible acquisition. During the meeting, the Board discussed, among other things, the establishment of a transaction committee consisting of disinterested directors to evaluate a potential acquisition of Prestige, as well as the appointment of independent outside legal counsel and financial advisors for the committee.

On July 16, 2014, the Board held a telephonic meeting to discuss and establish the Transaction Committee and to appoint disinterested members of the Board to serve on the Transaction Committee. Messrs. Abrams, Aron, Crowe, Martinez and Seminara recused themselves from the meeting. Also present at the meeting by invitation of the Board were representatives of Cravath, Swaine & Moore LLP ("Cravath") and PWP. Cravath provided the directors with an overview of their fiduciary duties in connection with the evaluation of a potential transaction with Prestige, including the need for the directors to disclose any actual or potential conflicts of interest. Following discussion, the directors present at the meeting determined that none had any material conflict of interest in connection with the potential transaction. Further, the directors present at the meeting unanimously determined to establish the Transaction Committee, to appoint disinterested members of the Board to serve on the Transaction Committee (consisting of Messrs. Lim, Chidsey, Chua, Peterson, Revell and Salerno) and to delegate to the Transaction Committee the full authority to, among other things, direct any process of consideration of an

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acquisition of Prestige and potential alternative transactions, negotiate the terms of any such potential transaction and approve or reject any such proposed transaction. The directors present at the meeting also unanimously determined to establish a subcommittee of the Transaction Committee (the "Subcommittee") to help facilitate and expedite matters before the Transaction Committee. Messrs. Peterson and Chua were appointed to the Subcommittee.

Immediately following the Board meeting on July 16, 2014, the Transaction Committee met, with representatives of Cravath and, for portions of the meeting, PWP participating, to discuss, among other things, the formal retention of independent outside legal counsel and an independent financial advisor as well as the next steps in the process of exploring a potential acquisition of Prestige. During the meeting, the Transaction Committee appointed Mr. Peterson as Chairman of the committee. The Transaction Committee also discussed and confirmed with the representatives of Cravath and PWP their qualifications and experience in comparable transactions and the absence of conflicts of interest in representing the Transaction Committee in connection with the potential acquisition of Prestige.

Members of management then joined the meeting and discussed with the Transaction Committee and the representatives of Cravath and PWP the proposed due diligence process to be conducted in order to provide the Transaction Committee with the information needed to determine whether, and at what price, to offer to acquire Prestige, as well as how to structure any such transaction. Following the departure of management and PWP, the Transaction Committee determined that it would formally engage Cravath as its independent outside counsel in connection with a potential transaction with Prestige and, subject to negotiating an acceptable fee arrangement, it would engage PWP as financial advisor to the Transaction Committee. The Subcommittee was authorized to formalize the engagement of PWP and also to negotiate the fees of Barclays as financial advisor to the Company.

From July 17 to July 29, 2014, representatives of Weil, Gotshal & Manges LLP ("Weil"), outside legal counsel to the Company, Barclays, Deloitte & Touche ("Deloitte"), accounting and tax advisor to the Company, Cravath and PWP, as well as members of management, conducted preliminary due diligence on Prestige. On July 18, 2014, Mr. Peterson and Mr. Del Rio met to discuss the possible acquisition of Prestige by the Company.

On July 29, 2014, the Transaction Committee held a telephonic meeting, with representatives of Cravath, PWP and, for portions of the meeting, management and Barclays participating, to discuss progress in the due diligence on Prestige and to consider and discuss the process moving forward. During the meeting, representatives of Barclays reviewed with the Transaction Committee Barclays' preliminary financial analyses in connection with the potential acquisition of Prestige, including, among other things, its preliminary discounted cash flow analysis and preliminary analyses based on trading multiples of selected public companies in the cruise industry and selected comparable transactions. Following the departure of management and Barclays, representatives of PWP reviewed with the Transaction Committee PWP's preliminary financial analyses in connection with the potential transaction, including its preliminary discounted cash flow analysis and preliminary analyses based on trading multiples of selected public companies in the cruise industry and selected comparable transactions. Following discussion of numerous factors, including, among other things, the preliminary financial analyses presented by each of Barclays and PWP, potential synergies associated with the potential acquisition, the anticipated pro forma leverage of the Company following the consummation of the proposed acquisition and a preliminary assessment of the potential market reaction to such an acquisition, the Transaction Committee determined that it would make an initial proposal to acquire Prestige at an enterprise value of $3.025 billion, with a consideration mix of approximately $1.2 billion in cash and the remainder in shares of Company Ordinary Shares (the "Initial Proposal").

Later that day, Mr. Peterson and representatives of PWP contacted Mr. Martinez in his capacity as a member of the Board of Directors of Prestige to inform Mr. Martinez that the Company was preparing a proposal to acquire Prestige and would soon deliver a non-binding formal offer.

On July 30, 2014, the Transaction Committee met to finalize the details of the Initial Proposal and Mr. Peterson discussed with the Transaction Committee his conversation with Mr. Martinez.

On July 31, 2014, Mr. Sheehan and representatives of PWP had a telephone conversation with Mr. Martinez to discuss the Initial Proposal and the process moving forward. Mr. Martinez informed

Mr. Sheehan and PWP that $3.025 billion did not represent sufficient value to Prestige's securityholders to proceed with the proposed acquisition and Prestige believed an enterprise value above $3.1 billion would be more appropriate, and indicated that certain parties at Prestige believed an enterprise value of $3.5 billion would be more appropriate. Mr. Martinez, Mr. Sheehan and PWP also discussed considering ways to bridge the value gap. Mr. Sheehan subsequently spoke to Mr. Del Rio, who conveyed a similar message. Later that day, an offer letter, reflecting the Initial Proposal, was sent to Prestige.

On August 3, 2014, Prestige sent a letter to the Company in response to the Initial Proposal informing the Company that the Initial Proposal did not represent sufficient value to Prestige's securityholders to proceed with the proposed acquisition. On August 4, 2014, Mr. Peterson and Mr. Martinez discussed Prestige's response to the Initial Proposal and Mr. Peterson requested that Mr. Martinez inform him of the price at which Prestige would consider moving forward with the proposed acquisition. Mr. Martinez informed Mr. Peterson that Prestige would soon respond more fully to the Initial Proposal.

On August 7, 2014, Mr. Martinez informed Mr. Peterson that, among other things, Prestige would be willing to proceed with the proposed acquisition at a price reflecting an enterprise value of Prestige equal to $3.125 billion. Later that day, the Transaction Committee held a telephonic meeting, with representatives of Cravath and PWP participating, to discuss, among other things, Prestige's response to the Initial Proposal, the Company's response to Prestige's counterproposal and the process moving forward. Following discussion of the various considerations, including, among other things, the potential risks associated with fluctuations in the debt and equity markets and the potential benefits of structuring the consideration so as to provide incentives for Prestige's management to meet certain performance targets, the Transaction Committee authorized Mr. Peterson to make a counterproposal that increased the offer amount in the form of a potential contingent payment.

On August 8, 2014, members of management of each of the Company and Prestige, as well as representatives of Deloitte, Barclays and PWP, participated in additional business, accounting and tax due diligence discussions. Later the same day, Mr. Peterson, Mr. Sheehan and Mr. Martinez had a telephone conversation during which Mr. Peterson informed Mr. Martinez that the Transaction Committee was willing to make a revised proposal reflecting an enterprise value of Prestige of $3.025 billion with consideration consisting of a mix of shares of Company Ordinary Shares and cash, plus a contingent cash payment of up to $50 million payable based upon the achievement of certain 2015 performance targets to be agreed (the "Revised Proposal").

On August 9, 2014, members of management of each of the Company and Prestige, as well as representatives of Barclays and PWP, discussed structural considerations related to the potential contingent payment.

On August 10, 2014, Mr. Peterson and Mr. Martinez had a telephone conversation and Mr. Martinez indicated that he believed the proposed acquisition made sense for both companies, and agreed to proceed with the proposed transaction on the basis of the Revised Proposal, subject to agreement on mechanics related to the contingent payment and other contract terms. Later the same day, Mr. Sheehan met Mr. Del Rio to discuss, among other things, the possible structure of the contingent payment.

On August 11, 2014, members of management of each of the Company and Prestige, as well as representatives of Barclays, PWP, Cravath, Weil, Paul, Weiss, Rifkind, Wharton & Garrison LLP, Prestige's outside legal counsel ("Paul Weiss"), and UBS Investment Bank, Prestige's financial advisor ("UBS"), participated in a telephone conversation to discuss, among other things, the further due diligence process and the details of the Revised Proposal. Later that day, a term sheet reflecting the Revised Proposal and a letter requesting exclusivity through September 4, 2014 (the "Exclusivity Letter") were sent to Prestige.

Between August 12 and September 2, 2014, the Company engaged in negotiations with several financial institutions in order to obtain the financing necessary to consummate the potential acquisition of Prestige.

Between August 12 and August 20, 2014, Prestige continued to respond to due diligence requests from the Company and several due diligence conversations and meetings occurred, including a day-long management due diligence session in Miami, Florida on August 14, 2014.

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On August 18, 2014, the parties executed the Exclusivity Letter and on August 19, 2014, a draft merger agreement was distributed to Paul Weiss. On August 19, 2014, representatives of Paul Weiss, Weil and Cravath discussed certain terms related to the contingent payment.

On August 20, 2014, representatives of Barclays and PWP contacted representatives of UBS to discuss, among other things, certain financial due diligence items. That same day, Paul Weiss distributed a list reflecting certain of Prestige's initial responses to certain terms in the draft merger agreement, including, among other things, provisions relating to indemnification, the capital structure of Prestige, closing conditions and the contract ramifications of a financing failure. Later that day, representatives of Paul Weiss, Cravath and Weil had a telephone conversation to discuss those issues.

On August 21, 2014, the Subcommittee held a telephonic meeting, with representatives of Cravath and PWP participating, to discuss, among other things, the status of the due diligence process, negotiations with Prestige and certain issues relating to the draft merger agreement. The representatives of PWP also discussed with the members of the Subcommittee possible amendments to be made to the Shareholders' Agreement in the event that the Transaction Committee determined to proceed with an acquisition of Prestige addressing, among other things, lock-ups of shares to be received by affiliates of Apollo and members of Prestige management in the potential acquisition.

On August 22, 2014, Weil sent Paul Weiss the Company's responses to the issues in the draft merger agreement raised by Prestige. Later that day, Weil discussed with Paul Weiss the Company's responses, including in respect of the treatment of accrued interest on Prestige's existing debt and the impact of certain other expenses when considering the equity value of Prestige.

On August 23, 2014, Paul Weiss sent comments to Weil and Cravath on the draft merger agreement. On August 24, 2014, Paul Weiss sent Prestige's responses to the issues list to Weil and Cravath.

On August 25, 2014, Paul Weiss sent to Weil, Cravath and the Company draft disclosure schedules to the merger agreement. On August 26, 2014, Weil sent to Paul Weiss the Company's responses to the issues list and the following day sent to Paul Weiss a revised draft of the merger agreement.

On August 27, 2014, the Transaction Committee held a telephonic meeting, with representatives of Cravath, PWP and, for portions of the meeting, Barclays, management and Weil participating. The Transaction Committee considered provisions of the draft merger agreement, including, among other things, the structure of the contingent payment potentially payable by the Company and the treatment of accrued interest on Prestige's existing indebtedness when considering the equity value of Prestige. The Transaction Committee also considered, among other things, the indemnification provisions, closing conditions and termination provisions of the draft merger agreement, including provisions relating to the termination of the agreement in the event of a financing failure and the amount of the related termination fee. Following discussion, the Transaction Committee directed its advisors to continue negotiations with Prestige and its advisors consistent with the Transaction Committee's direction.

Also during the meeting, Mr. Sheehan discussed with the Transaction Committee an update on the financial outlook of the Company and the impact of the potential acquisition on the Company, including, among other things, the anticipated leverage of the Company after consummation of the potential acquisition. The Transaction Committee discussed and considered the terms and status of the financing for the potential acquisition and the terms of the potential acquisition as part of the Company's growth strategy. During the meeting, representatives of Barclays and PWP also each reviewed with the Transaction Committee their updated financial analyses regarding the potential acquisition.

Between August 27 and September 2, 2014, the Company, Prestige and their respective legal counsel and financial advisors engaged in various negotiations regarding the terms of the draft merger agreement and associated issues lists, as well as the disclosure schedules prepared by each of Prestige and the Company. During this time, members of the Subcommittee spoke with representatives of the Company's management, Cravath and PWP in order to discuss issues raised during negotiations of the draft merger agreement and related matters, including with respect to future employment arrangements of Prestige.

On August 31, 2014, rumors of a possible transaction between the Company and Prestige were publicly reported. On August 31 and September 1, 2014, Mr. Peterson and Mr. Martinez had several discussions, certain of which included their respective advisors, to negotiate the final open points on the draft merger agreement.

On September 2, 2014, the Transaction Committee held a meeting in London, United Kingdom, with representatives of Cravath, PWP and, for portions of the meeting, management and Barclays participating. Representatives of Barclays reviewed with the Transaction Committee its financial analysis of the consideration to be paid to Prestige's securityholders and delivered to the Transaction Committee an oral opinion, which was confirmed by delivery of a written opinion dated September 2, 2014, and attached to this Information Statement as Annex B, to the effect that, as of that date and based on and subject to various assumptions and limitations described in its opinion, the consideration to be paid by the Company pursuant to the merger agreement was fair, from a financial point of view, to the Company. Following the departure of management and Barclays, representatives of Cravath provided a review of the fiduciary duties of the directors in connection with their consideration of the proposed transaction and reviewed with the Transaction Committee the terms of the proposed merger agreement, including resolution of the open issues discussed at the prior meeting. Representatives of PWP then reviewed with the Transaction Committee its financial analysis of the consideration to be paid by the Company pursuant to the Merger Agreement, and delivered to the Transaction Committee an oral opinion, which was subsequently confirmed by delivery of a written opinion dated September 2, 2014, and attached to this Information Statement as Annex C, that, as of such date and based upon and subject to the various assumptions made, procedures followed, matters considered and qualifications and limitations set forth therein, the consideration to be paid by the Company pursuant to the merger agreement was fair, from a financial point of view, to the Company. After discussion, including review and consideration of the factors described under "The Prestige Acquisition — Recommendation and Reasons for the Prestige Acquisition", the Transaction Committee unanimously determined that the Merger Transactions were in the best interests of the Company and the Company's shareholders. The Transaction Committee unanimously approved the Merger Agreement and the Share Issuance and recommended that the Company's shareholders approve the Share Issuance.

On September 2, 2014, TPG, Genting and STAR, each of whose consent to the proposed transaction is required pursuant to the terms of the Shareholders' Agreement, consented to the proposed transaction. In addition, holders of shares of Company Ordinary Shares representing a majority of the outstanding shares of Company Ordinary Shares consented to the issuance of shares to the securityholders of Prestige in connection with the proposed transaction.

Later that day, prior to the commencement of trading on NASDAQ, the parties executed and delivered the Merger Agreement and issued a joint press release announcing the transaction and their execution of a definitive merger agreement and the Company held an investor call to discuss the Prestige Acquisition.

Recommendation and Reasons for the Prestige Acquisition

In evaluating the Merger Agreement and the Prestige Acquisition, the Transaction Committee consulted with the management of the Company, as well as PWP, Barclays and Cravath. In the course of making the determination that the Merger Agreement and the Prestige Acquisition are in the best interests of the Company and its shareholders and to recommend that the Company's shareholders approve the Share Issuance, the Transaction Committee considered numerous factors, including the following material factors and benefits:

- Strategic Considerations. The Transaction Committee considered the fact that the combination of the Company and Prestige will create a diversified company with increased scale and scope and a presence across several market segments in the cruise industry. The Company believes that the acquisition will enhance the Company's financial performance and will create cross-selling opportunities, cross-brand collaboration and cross-brand support which will provide accretion to earnings per share and drive long-term shareholder value. The Transaction Committee also considered that the acquisition of Prestige creates a combined company with a portfolio of cruise products that appeal to guests throughout their lives. In addition, the proposed acquisition, together with the Company's existing newbuild program, provides for a delivery of a new ship each year from 2015 through 2019.

- Merger Consideration. The Transaction Committee considered that the Merger Consideration consists of cash and a fixed number of shares of Company Ordinary Shares, which will not adjust upwards to compensate for any decline in the price of Company Ordinary Shares prior to the

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Closing. The Transaction Committee also considered that the payment of a portion of the potential total consideration in the form of a contingent payment based on the achievement of certain performance targets would align the interests of Prestige's management and the Company in driving post-closing value for the Company's shareholders.

- Financing Termination. The Transaction Committee considered the fact that, under certain circumstances and subject to certain conditions, if the Company is unable to obtain the financing for which it has commitments, Prestige cannot require the Company to close the acquisition, although the Company may be required to pay Prestige a termination fee of $88.9 million.

- PWP's and Barclays' Fairness Opinions and Related Analyses. The Transaction Committee considered the financial analyses and presentations of PWP and Barclays, as well as the opinions of each of PWP and Barclays, delivered orally to the Transaction Committee on September 2, 2014, which were confirmed by delivery of written opinions each dated September 2, 2014, each to the effect that, as of such date and based upon and subject to the various assumptions made, procedures followed, matters considered and qualifications and limitations on the review undertaken by each of PWP and Barclays in connection with its respective opinion, the consideration to be paid pursuant to the Merger Agreement was fair, from a financial point of view, to the Company, as more fully described below under the captions "The Prestige Acquisition — Opinion of Barclays Capital Inc." and "The Prestige Acquisition — Opinion of Perella Weinberg Partners LP".

- Authority of the Transaction Committee. The Transaction Committee considered the fact that the Board delegated to the disinterested directors comprising the Transaction Committee full power and authority to, among other things, direct the acquisition process, negotiate the terms of an acquisition, approve or reject a transaction and, if necessary under applicable law, recommend to the Company's shareholders that they approve a transaction. The resolutions establishing the Transaction Committee also provided that the Board would not approve a proposed acquisition without the prior approval of the Transaction Committee.

- Negotiation Process. The Transaction Committee considered the fact that the terms of the Merger Agreement were the result of active and intense negotiations conducted by the Transaction Committee, consisting entirely of disinterested directors, with the assistance of independent financial and legal advisors.

- Pro Forma Financial Impact of the Merger. The Transaction Committee considered the expected financial impact of the merger on the Company, including that the acquisition is anticipated to be accretive to earnings in 2015 before taking into account potential synergies and is anticipated to result in high single digit percentage adjusted earnings per share accretion after taking into consideration potential synergies. The Transaction Committee considered the pro forma financial position of the Company, including its pro forma net leverage, and the ability of the Company to reduce its net leverage within 18 months following the Closing. The Transaction Committee also considered the fact that the Company had obtained committed financing on attractive terms.

- Terms of the Merger Agreement. The Transaction Committee considered the terms and conditions of the Merger Agreement, including the provision by Prestige of indemnification for certain breaches of its representations, warranties, covenants and agreements, as well as for certain claims asserted by its securityholders and certain tax matters.

In reaching its determinations and recommendations described above, the Transaction Committee also considered the following potentially negative factors:

- Business Risks. The Transaction Committee considered certain risks associated with Prestige's business and operations, including, among other things, the emergence of new direct competitors to Prestige, the age of Prestige's vessels and the fact that a number of itineraries for Prestige's cruises include geographic regions that are subject to significant instability.

- Merger Consideration. The Transaction Committee considered that the Merger Consideration consists of cash and a fixed number of shares of Company Ordinary Shares, which will not adjust

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downward to compensate for any increase in the price of Company Ordinary Shares prior to the Closing. The Transaction Committee determined that this structure was appropriate and the risk acceptable in light of the relative intrinsic values and financial performance of the Company and Prestige, including the fact that the two companies operate in the same industry and are likely susceptible to similar fluctuations in value.

- Increased Indebtedness. Upon the Closing, the Company will significantly increase its total indebtedness and its net leverage. On a pro forma basis as of September 30, 2014, the Company's net leverage would increase to 5.3x from 4.1x as of June 30, 2014. However, the Company believes that its net leverage will be reduced to approximately 4.0x within 18 months after the Closing.

- Termination Fee. The Transaction Committee considered the fact that, under certain circumstances and subject to certain conditions, if the Company is unable to obtain the financing for which it has commitments, the Company may be required to pay Prestige a termination fee of $88.9 million.

- Transaction Costs and Integration. The Transaction Committee took into account the substantial transaction costs to be incurred in connection with the merger and the possibility that the potential benefits of the merger, including the anticipated synergies, may not be realized within the expected time period, and the risks and challenges of integrating the Company's and Prestige's businesses, operations and workforces.

- Regulatory Matters. The Transaction Committee considered the regulatory approvals that would be required to consummate the merger and the prospects for receiving any such approvals. The Transaction Committee considered the fact that the parties would be required to use their respective reasonable best efforts to satisfy the closing conditions relating to certain regulatory matters, including by making required filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act").

The foregoing discussion of the factors considered by the Transaction Committee is intended to be a summary, and is not intended to be exhaustive, but rather includes the principal factors considered by the Transaction Committee. After considering these factors, the Transaction Committee concluded that the positive factors relating to the Merger Agreement and the Prestige Acquisition, including the merger, substantially outweighed the potential negative factors. The Transaction Committee collectively reached the conclusion to approve the Merger Agreement and the Prestige Acquisition, including the merger, in light of the various factors described above and other factors that the members of the Transaction Committee believed were appropriate. In view of the wide variety of factors considered by the Transaction Committee in connection with its evaluation of the Merger Agreement and the Prestige Acquisition, including the merger, and the complexity of these matters, the Transaction Committee did not consider it practical, and did not attempt, to quantify, rank or otherwise assign relative weights to the specific factors it considered in reaching its decision, and it did not undertake to make any specific determination as to whether any factor, or any particular aspect of any factor, supported or did not support its ultimate determination. Rather, the Transaction Committee made its recommendation based on the totality of information it received and the investigation it conducted. In considering the factors discussed above, individual directors may have given different weights to different factors.

Opinion of Barclays Capital Inc.

The Company engaged Barclays to act as its financial advisor with respect to the acquisition of Prestige. On September 2, 2014, Barclays rendered its opinion (which was subsequently confirmed in writing) to the Transaction

Committee that, as of such date and based upon and subject to the qualifications, limitations and assumptions stated in its opinion, the aggregate consideration, consisting of $1,108,798,350 in cash, 20,296,880 Company Ordinary Shares and a contingent payment, if any, of up to $50,000,000 in cash, to be paid by the Company pursuant to the Merger Agreement was fair, from a financial point of view, to the Company.

The full text of Barclays' written opinion, dated as of September 2, 2014, is attached as Annex B to this Information Statement. Barclays' written opinion sets forth, among other things, the assumptions made, procedures followed, factors considered and limitations upon the review undertaken by Barclays in rendering its opinion. You are encouraged to read the opinion carefully in its entirety. The following is a summary of Barclays' opinion and the methodology that Barclays used to render its opinion. This summary is qualified in its entirety by reference to the full text of the opinion. Barclays' opinion, the issuance of which was approved by Barclays' Fairness Opinion Committee, is addressed to the Transaction Committee, addresses only the fairness, from a financial point of view, of the aggregate consideration to be paid by the Company pursuant to the Merger Agreement and does not constitute a recommendation to any shareholder of the Company as to how such shareholders should act with respect to the merger or any other matter.

Barclays' opinion, the issuance of which was approved by Barclays' Fairness Opinion Committee, is addressed to the Transaction Committee, addresses only the fairness, from a financial point of view, of the aggregate consideration to be paid by the Company pursuant to the Merger Agreement and does not constitute a recommendation to any shareholder of the Company as to how such shareholder should act with respect to the merger or any other matter. The terms of the Merger Agreement were determined through arm's-length negotiations between the Company and Prestige and were unanimously approved by the members of the Transaction Committee, who were present and constituted a quorum at a special meeting called to consider the Merger Agreement and the Prestige Acquisition. Barclays did not recommend any specific form of consideration to the Company or that any specific form of consideration constituted the only appropriate consideration for the Prestige Acquisition. Barclays was not requested to address, and its opinion does not in any manner address, the Company's underlying business decision to proceed with or effect the Prestige Acquisition. In addition, Barclays expressed no opinion on, and its opinion does not in any manner address, the fairness of the amount or the nature of any compensation to any officers, directors or employees of any parties to the Prestige Acquisition, or any class of such persons, relative to the aggregate consideration to be paid by the Company pursuant to the Merger Agreement. No limitations were imposed by the Company upon Barclays with respect to the investigations made or procedures followed by it in rendering its opinion.

In arriving at its opinion, Barclays, among other things, reviewed and analyzed:

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- a draft of the Merger Agreement, dated as of September 2, 2014, and the specific terms of the Prestige Acquisition;

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- the registration statement on Form S-1 of Prestige filed on January 22, 2014;

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- financial and operating information with respect to the business, operations and prospects of Prestige furnished to it by Prestige, including financial projections of Prestige prepared by management of Prestige (such forecasts, the "Prestige Projections");

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- an alternative version of the Prestige Projections incorporating certain adjustments thereto made by management of the Company (the "Adjusted Prestige Projections");

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- financial and operating information with respect to the business, operations and prospects of the Company furnished to it by the Company, including financial projections of the Company prepared by management of the Company (the "Company Projections"), for purposes of analyzing the pro forma impact of the Prestige Acquisition;

- the pro forma impact of the Prestige Acquisition on the future financial performance of the combined company, including cost savings, operating synergies and other strategic benefits expected by the management of the Company to result from a combination of the businesses (the “Expected Synergies”);

- a trading history of the Company Ordinary Shares and the trading history of other companies that it deemed relevant; and

- a comparison of the financial terms of the Prestige Acquisition with the financial terms of certain other transactions that it deemed relevant.

In addition, Barclays (i) had discussions with the management of the Company concerning its business, operations, financial condition and prospects; (ii) had discussions with the management of the Company and the management of Prestige concerning Prestige’s business, operations, financial condition and prospects; and (iii) undertook such other studies, analyses and investigations as it deemed appropriate.

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In arriving at its opinion, Barclays assumed and relied upon the accuracy and completeness of the financial and other information used by Barclays without any independent verification of such information (and did not assume responsibility or liability for any independent verification of such information) and further relied upon the assurances of the management of the Company that they were not aware of any facts or circumstances that would make such information inaccurate or misleading. With respect to the Company Projections and the Adjusted Prestige Projections, upon the advice of the Company, Barclays assumed that such projections were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of the Company as to the future financial performance of the Company and Prestige and that the Company and Prestige will perform substantially in accordance with such projections. With respect to the Prestige Projections, Barclays was advised by Prestige, and assumed, that such projections were reasonably prepared on a basis reflecting the best currently available estimates and judgments of the management of Prestige as to the future financial performance of Prestige. Furthermore, upon the advice of the Company, Barclays assumed that the amounts and timing of the Expected Synergies are reasonable and that the Expected Synergies will be realized in accordance with such estimates. Barclays assumed no responsibility for and expressed no view as to any such projections or estimates or the assumptions on which they were based. In arriving at its opinion, Barclays did not conduct a physical inspection of the properties and facilities of the Company and did not make or obtain any evaluations or appraisals of the assets or liabilities of the Company. Barclays' opinion necessarily was based upon market, economic and other conditions as they existed on, and could be evaluated as of, September 2, 2014. Barclays assumed no responsibility for updating or revising its opinion based on events or circumstances that may have occurred after September 2, 2014. Barclays expressed no opinion as to the prices at which the Company Ordinary Shares would trade following the announcement or consummation of the Prestige Acquisition.

In connection with rendering its opinion, Barclays performed certain financial, comparative and other analyses as summarized below. In arriving at its opinion, Barclays did not ascribe a specific range of enterprise values to Prestige but rather made its determination as to fairness, from a financial point of view, to the Company of the aggregate consideration to be paid by the Company pursuant to the Merger Agreement on the basis of various financial and comparative analyses. The preparation of a fairness opinion is a complex process and involves various determinations as to the most appropriate and relevant methods of financial and comparative analyses and the application of those methods to the particular circumstances. Therefore, a fairness opinion is not readily susceptible to summary description.

In arriving at its opinion, Barclays did not attribute any particular weight to any single analysis or factor considered by it but rather made qualitative judgments as to the significance and relevance of each analysis and factor relative to all other analyses and factors performed and considered by it and in the context of the circumstances of the particular transaction. Accordingly, Barclays believes that its analyses must be considered as a whole, as considering any portion of such analyses and factors, without considering all analyses and factors as a whole, could create a misleading or incomplete view of the process underlying its opinion.

The following is a summary of the material financial analyses used by Barclays in preparing its opinion to the Transaction Committee. Certain financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses used by Barclays, the tables must be read together with the text of each summary, as the tables alone do not constitute a complete description of the financial analyses. In performing its analyses, Barclays made numerous assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of the Company or any other parties to the Merger Agreement. None of the Company, Prestige, Merger Sub, Barclays or any other person assumes responsibility if future results are materially different from those discussed. Any estimates contained in these analyses are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than as set forth below. In addition, analyses relating to the value of the businesses do not purport to be appraisals or reflect the prices at which the businesses may actually be sold.

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Selected Comparable Company Analysis

In order to assess how the public market values shares of publicly traded companies similar to Prestige, Barclays reviewed and compared specific financial and operating data relating to Prestige with selected companies in the cruise industry that Barclays deemed comparable to Prestige. The selected comparable companies were:

- Carnival Corporation
- Royal Caribbean Cruises Ltd.
- Norwegian Cruise Line Holdings Ltd.

Barclays calculated and compared various financial multiples and ratios of the selected comparable companies. As part of its selected comparable company analysis, Barclays calculated and analyzed each comparable company's ratio of its enterprise value to earnings before interest, taxes, depreciation and amortization, but excluding non-recurring expenses ("Adjusted EBITDA"). The enterprise value of each company was obtained by adding its short and long-term debt to the sum of the market value of its common equity and the book value of any minority interest, and subtracting its cash and cash equivalents. All of these calculations were performed, and based on publicly available financial data (including FactSet I/B/E/S) and closing prices, as of August 29, 2014, the last trading date prior to the delivery of Barclays' opinion. The results of this selected comparable company analysis are summarized below:

Comparable Company	**2014E EV/ Adjusted EBITDA**
Carnival Corporation	11.4x
Royal Caribbean Cruises Ltd.	12.2x
Norwegian Cruise Line Holdings Ltd.	12.0x
Mean	11.9x
Median	12.0x

Barclays selected the comparable companies listed above because their businesses and operating profiles are reasonably similar to that of Prestige. However, because of the inherent differences between the business, operations and prospects of Prestige and those of the selected comparable companies, Barclays believed that it was inappropriate to, and therefore did not, rely solely on the quantitative results of the selected comparable company analysis. Accordingly, Barclays also made qualitative judgments concerning differences between the business, financial and operating characteristics and prospects of the selected comparable companies that could affect the public trading values of each in order to provide a context in which to consider the results of the quantitative analysis. These qualitative judgments related primarily to the differing sizes, growth prospects, profitability levels and degree of operational risk between Prestige and the companies included in the selected comparable company analysis. Based upon these judgments, Barclays selected a range of 11.0x to 12.0x multiples of 2014E Adjusted EBITDA for Prestige and applied such range to both the Adjusted Prestige Projections and the Prestige Projections to calculate a range of implied enterprise values of Prestige. The following summarizes the result of these calculations:

	Implied Enterprise Value (in millions)	
	Low	**High**

	Implied Enterprise Value (in millions)	
Adjusted Prestige Projections	$ 2,990	$ 3,260
Prestige Projections	$ 3,020	$ 3,290

Barclays compared the range of implied enterprise values based on the comparable company analysis in each scenario to the $3.025 billion implied acquisition value of Prestige ($3.075 billion when including the full amount of the contingent consideration payment) to be paid pursuant to the Merger Agreement (the “Implied Acquisition Value”), which is equal to the sum of the aggregate consideration to be paid at Closing (using for the value of a share of Company Ordinary Shares its 20-day volume weighted average price of $33.01 as of August 29, 2014) plus the projected adjusted net debt of Prestige of approximately $1.246 billion as of September 30, 2014 (which includes credit given in cash balance for approximately $67 million of prepaid Explorer costs and deductions to equity value taken for approximately $13 million of

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accrued interest and approximately $28 million of Prestige transaction related expenses). Barclays noted that on the basis of the selected comparable company analysis, the Implied Acquisition Value was within the range of implied enterprise values based on both the Adjusted Prestige Projections and the Prestige Projections.

Selected Precedent Transaction Analysis

Barclays reviewed and compared the purchase prices and financial multiples paid in selected other transactions that Barclays, based on its experience with merger and acquisition transactions, deemed relevant. Barclays chose such transactions based on, among other things, the similarity of the applicable target companies in the cruise industry to the transactions to Prestige with respect to the size, mix, margins, and other characteristics of their businesses.

The reasons for and the circumstances surrounding each of the selected precedent transactions analyzed were diverse and there are inherent differences in the business, operations, financial conditions and prospects of Prestige and the companies included in the selected precedent transaction analysis. Accordingly, Barclays believed that a purely quantitative selected precedent transaction analysis would not be particularly meaningful in the context of considering the Merger. Barclays therefore made qualitative judgments concerning differences between the characteristics of the selected precedent transactions, the Merger and Barclays' other industry experience, which would affect the acquisition values of the selected target companies and Prestige. Based upon these judgments, Barclays selected a range of 11.0x to 14.0x multiples of enterprise value to last twelve months' Adjusted EBITDA and applied such range to the last twelve months' June 30, 2014 Adjusted EBITDA of Prestige to calculate a range of implied enterprise values of Prestige. The following table sets forth the transactions considered in selecting such range of multiples of enterprise value to last twelve months' Adjusted EBITDA:

Announcement Date	**Acquiror**	**Target**
December 10, 2007	Apollo/Prestige Cruise Holdings	Regent Seven Seas Cruises
August 20, 2007	Apollo Management	NCL Corporation
February 26, 2007	Apollo Management	Oceania Cruises
February 22, 2007	Ambassador International	Windstar Cruises
February 9, 2007	Carnival Corporation	Iberojet – Cruise Division (1)
August 31, 2006	Royal Caribbean International	Pullmantur
May 15, 2006	The Carlyle Group	Iberojet
December 17, 2001	Carnival Corporation	P&O Princess Cruises PLC
May 18, 2000	Royal Caribbean International	First Choice Holidays PLC (2)
December 15, 1999	Star Cruises PLC	NCL Holding ASA (3)
October 19, 1999	Carnival Corporation	Cunard Line Ltd. (4)
May 7, 1998	Norwegian Cruise Line Ltd.	Orient Lines
April 3, 1998	Carnival Corporation	Cunard Line Ltd. (5)

(1)

- Carnival and Iberojet formed a JV, of which Carnival owns 75%.

(2)

- Royal Caribbean acquired a 20% stake in First Choice valued at 200 GPB.

(3)

- Star acquired 45.5% of NCLH bringing its ownership to 95.4%. It subsequently acquired the remaining stub in December 2000.

(4)

- Carnival acquired 32% of Cunard.

(5)

- Carnival acquired 68% of Cunard.

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The results of Barclays' analyses based on the selected precedent transactions for which the relevant information was publicly available are summarized in the following tables:

	Multiple Range of Selected Precedent Transactions	
	Mean	Median
Enterprise Value as a Multiple of Last Twelve Months Adjusted EBITDA:	13.9x	14.3x

Implied Enterprise Value (in millions)	
Low	High
$ 2,820	$ 3,590

Barclays noted that on the basis of the selected precedent transaction analysis, the Implied Acquisition Value was within the range of implied enterprise values calculated using last twelve months' June 30, 2014 Adjusted EBITDA of Prestige, which was provided by management of Prestige.

Discounted Cash Flow Analysis

In order to estimate the implied enterprise value of Prestige, Barclays performed two separate discounted cash flow analyses of Prestige based on two separate scenarios: (a) Adjusted Prestige Projections, and (b) Prestige Projections, in each case with and without Projected Synergies.

A discounted cash flow analysis is a traditional valuation methodology used to derive a valuation of an asset by calculating the "present value" of estimated future cash flows of the asset. "Present value" refers to the current value of future cash flows or amounts and is obtained by discounting those future cash flows or amounts by a discount rate that takes into account macroeconomic assumptions and estimates of risk, the opportunity cost of capital, expected returns and other appropriate factors.

To calculate the implied enterprise value of Prestige using the discounted cash flow method for each of the scenarios, Barclays added (i) Prestige's projected after-tax unlevered free cash flows for fiscal years 2014 through 2019 to (ii) the "terminal value" of Prestige as of the end of 2019, and discounted such amount to its present value using a range of selected discount rates. The after-tax unlevered free cash flows were calculated by taking Prestige's tax-affected earnings before interest and taxes, subtracting taxes, adding back depreciation and amortization and stock based compensation, and subtracting capital expenditures, change in working capital and change in other operating assets and liabilities. The residual value of Prestige at the end of the forecast period, or "terminal value," was estimated by selecting a range of terminal value multiples based on 2020 Adjusted EBITDA of 9.5x to 12.0x for both scenarios and applying such range to the applicable projections in each scenario. The range of after-tax discount rates of 10.0% to 12.0% was selected based on an analysis of the weighted average cost of capital of the comparable companies.

Barclays then calculated a range of implied enterprise values using the discounted cash flow method. The following summarizes the result of these calculations:

	Enterprise Value Range (in millions)		
	Low	High	High w/Synergies
Adjusted Prestige Projections	$ 3,115	$ 4,040	$ 4,285
Prestige Projections	$ 3,440	$ 4,450	$ 4,690

Barclays noted that on the basis of the discounted cash flow analysis, the Implied Acquisition Value was below the range of implied enterprise values calculated in each scenario.

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Leveraged Acquisition Analysis

Barclays performed a leveraged acquisition analysis in order to ascertain a purchase price for Prestige which might be achieved in a leveraged buyout transaction with a financial buyer using a debt capital structure consistent with the Prestige Acquisition and based upon current market conditions. Barclays assumed the following in its analysis: (i) a capital structure of Prestige including net leverage of funded debt to last twelve months' September 30, 2014 Adjusted EBITDA of 6.5x, (ii) an equity investment that would achieve a five-year rate of return of 20% to 25%, and (iii) a 2019 exit multiple of 9.5x to 12.0x projected 2020 Adjusted EBITDA. The following summarizes the result of these calculations:

	Enterprise Value Range (in millions)	
	Low	**High**
Adjusted Prestige Projections	$ 2,850	$ 3,100
Prestige Projections	$ 3,000	$ 3,300

Barclays noted that on the basis of the leveraged acquisition analysis, the Implied Acquisition Value was within the range of implied purchase prices calculated using both Adjusted Prestige Projections and Prestige Projections.

General

Barclays is an internationally recognized investment banking firm and, as part of its investment banking activities, is regularly engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, investments for passive and control purposes, negotiated underwritings, competitive bids, secondary distributions of listed and unlisted securities, private placements and valuations for estate, corporate and other purposes. The Company selected Barclays because of its familiarity with the Company and its qualifications, reputation and experience in the valuation of businesses and securities in connection with mergers and acquisitions generally, as well as substantial experience in transactions comparable to the Prestige Acquisition.

Barclays is acting as financial advisor to the Company in connection with the Prestige Acquisition. As compensation for its services in connection with the Prestige Acquisition, the Company paid Barclays a fee of $1 million upon delivery of Barclays' opinion. Additional compensation of $12 million will be payable on completion of the Prestige Acquisition against which the following is creditable: (i) amounts paid for the opinion and (ii) 30% of any fees paid by the Company to Barclays for arranging, underwriting or placing any acquisition financing related to the Prestige Acquisition to the extent in excess of $7 million, such credit not to exceed $3 million. The Company has also agreed to reimburse Barclays for a portion of its reasonable out-of-pocket expenses incurred in connection with the Prestige Acquisition and to indemnify Barclays for certain liabilities that may arise out of its engagement by the Company and the rendering of Barclays' opinion. Barclays has performed various investment banking and financial services for the Company, Prestige and their respective affiliates in the past, and is likely to perform such services in the future, and has received, and is likely to receive, customary fees for such services. Specifically, in the past two years, Barclays has performed the following investment banking and financial services to the Company, for which it received customary consideration: (i) acted as joint bookrunner and stabilization agent on the Company's $514 million initial public offering; (ii) acted as a bookunner on the Company's $684 million follow-on offering; (iii) acted as a bookunner on the Company's $732 million follow-on offering; (iv) acted as a joint bookrunner on the Company's $300 million high yield bond offering; (v) acted as joint lead arranger on the Company's $1,300 million senior secured credit facilities; (vi) acted as foreign exchange derivatives provider to the Company; and (vii) acted as a bookrunner on the Company's $732 million follow-on offering. Additionally, Barclays expects to act as joint lead arranger and joint bookrunner in connection with financing of the Prestige Acquisition for which it expects to receive customary consideration.

In the past two years, Barclays has performed the following investment banking and financial services to Prestige, for which it received or will receive customary consideration: (i) acted as joint lead arranger and joint bookrunner on repricing of a $299 million first lien term loan of a subsidiary of Prestige and a $296 million first lien term loan of another subsidiary of Prestige; (ii) acted as joint lead arranger and joint bookrunner on $375 million senior secured credit facilities; (iii) acted as joint lead arranger and joint bookrunner on repricing of a $300 million term loan of a subsidiary of Prestige; (iv) acted as joint lead arranger and joint bookrunner on $340 million senior secured credit facilities of a subsidiary of Prestige; (v) currently Barclays has an outstanding commitment of $22.5 million under a $75 million revolving credit facility of a subsidiary of Prestige; (vi) currently Barclays has an outstanding commitment of $14 million under a $40 million revolving credit facility of a subsidiary of Prestige; and (vii) performed and is currently performing various hedging and other risk management services for Prestige and its subsidiaries. Additionally, Barclays has also provided the following investment banking and financial services to Prestige, for which it received no compensation: (i) financial advisory services to Prestige with respect to potential strategic acquisition alternatives that never materialized; and (ii) services with respect to potential capital raising alternatives.

In addition, Barclays and its affiliates in the past have provided, currently are providing, or in the future may provide, investment banking and other financial services to Apollo Management Holdings L.P., affiliates of which are significant stockholders of both of the Company and Prestige, and certain of its affiliates and portfolio companies and has received or in the future may receive customary fees for rendering such services, including (i) having acted or acting as financial advisor to Apollo Management Holdings L.P. or certain of its portfolio companies and affiliates in connection with certain mergers and acquisitions transactions, (ii) having acted or acting as arranger, bookrunner and/or lender for Apollo Management Holdings L.P. or certain of its portfolio companies and affiliates in connection with the financing for various acquisition transactions, and (iii) having acted or acting as underwriter, initial purchaser and placement agent for various equity and debt offerings undertaken by Apollo and certain of its portfolio companies and affiliates.

Barclays and its affiliates engage in a wide range of businesses from investment and commercial banking, lending, asset management and other financial and non-financial services. In the ordinary course of its business, Barclays and its affiliates may actively trade and effect transactions in the equity, debt and/or other securities (and any derivatives thereof) and financial instruments (including loans and other obligations) of the Company and Prestige for its own account and for the accounts of its customers and, accordingly, may at any time hold long or short positions and investments in such securities and financial instruments.

Opinion of Perella Weinberg Partners LP

The Transaction Committee retained PWP to act as its financial advisor in connection with the proposed acquisition of Prestige. The Transaction Committee selected PWP based on PWP’s qualifications, expertise and reputation and its knowledge of the business and affairs of the Company and the industries in which the Company conducts its business. PWP, as part of its investment banking business, is continually engaged in performing financial analyses with respect to businesses and their securities in connection with mergers and acquisitions, leveraged buyouts and other transactions as well as for corporate and other purposes.

On September 2, 2014, PWP rendered its oral opinion, subsequently confirmed in writing, to the Transaction Committee that, as of such date and based upon and subject to the various assumptions made, procedures followed, matters considered and qualifications and limitations set forth therein, the aggregate consideration, consisting of $1,108,798,350 in cash and 20,296,880 Company Ordinary Shares, at Closing and a contingent consideration payment, if any, of up to $50,000,000 in cash, to be paid by the Company pursuant to the Merger Agreement was fair, from a financial point of view, to the Company.

The full text of PWP’s written opinion, dated September 2, 2014, which sets forth, among other things, the assumptions made, procedures followed, matters considered and qualifications and limitations on the review undertaken by PWP, is attached as Annex C and is incorporated by reference herein. Holders of the Company Ordinary Shares are urged to read PWP’s opinion carefully and in its entirety. The opinion does not address the Company’s underlying business decision to enter into the Merger Agreement. The opinion does not constitute a recommendation to any holder of Company Ordinary Shares as to how such holders should vote or otherwise act with respect to the Prestige Acquisition or any other matter and does not in any manner address the prices at which the Company Ordinary Shares will trade at any time. In addition, PWP expressed no opinion as to the fairness of the Prestige Acquisition to the holders of any class of securities, creditors or other

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constituencies of the Company. PWP provided its opinion for the information and assistance of the Transaction Committee in connection with, and for the purposes of its evaluation of, the Prestige Acquisition. This summary is qualified in its entirety by reference to the full text of the opinion.

In arriving at its opinion, PWP, among other things:

- reviewed certain publicly available financial statements and other business and financial information with respect to Prestige;
- reviewed certain publicly available financial statements and other business and financial information with respect to the Company, including research analyst reports;
- reviewed certain internal financial statements, analyses, forecasts, and other financial and operating data relating to the business of Prestige, in each case, prepared by management of Prestige;
- reviewed certain analyses and forecasts (the “Buyer Prestige forecasts”), and other financial and operating data relating to the business of Prestige, in each case, prepared by the Company’s management;
- reviewed certain internal financial statements, analyses, forecasts (the “Norwegian forecasts”), and other financial and operating data relating to the business of the Company, in each case, prepared by the Company’s management;
- reviewed estimates of synergies anticipated by the Company’s management to result from the Prestige Acquisition (the “anticipated synergies”);
- discussed the past and current operations, financial condition and prospects of Prestige with management of Prestige;
- discussed the past and current operations, financial condition and prospects of the Company, including the anticipated synergies, with management of the Company;
- compared the financial performance of Prestige and the Company with that of certain publicly-traded companies which PWP believed to be generally relevant;

- compared the financial terms of the Prestige Acquisition with the publicly available financial terms of certain transactions which PWP believed to be generally relevant;
- reviewed the potential pro forma financial impact of the Prestige Acquisition on the future financial performance of the Company;
- reviewed the historical trading prices and trading activity for the Company Ordinary Shares, and compared such price and trading activity of the Company Ordinary Shares with that of securities of certain publicly-traded companies which PWP believed to be generally relevant;
- participated in discussions among representatives of Prestige and the Company and their respective advisors;
- reviewed a draft dated September 2, 2014 of the Merger Agreement; and
- conducted such other financial studies, analyses and investigations, and considered such other factors, as PWP deemed appropriate.

In arriving at its opinion, PWP assumed and relied upon, without independent verification, the accuracy and completeness of the financial and other information supplied or otherwise made available to it (including information that was available from generally recognized public sources) for purposes of its opinion and further relied upon the assurances of the managements of Prestige and the Company that, to their knowledge, information furnished by them for purposes of PWP's analysis did not contain any material omissions or misstatements of material fact. PWP assumed, with the consent of the Transaction Committee, that there were no material undisclosed liabilities of Prestige and the Company for which adequate reserves or other provisions had not been made. With respect to the Buyer Prestige forecasts and the Norwegian forecasts, PWP was advised by the management of the Company and assumed, with the consent of the Transaction Committee, that such Buyer Prestige forecasts and Norwegian forecasts were reasonably prepared on bases reflecting the best currently available estimates and good faith judgments of the management of the Company as to the future stand-alone financial performance of Prestige, the future stand-alone financial performance of the Company, and the future financial performance of Prestige and the Company, as the case may be and the other matters covered thereby and PWP expressed no view as to the assumptions on which they were based. PWP assumed, with the consent of the Transaction Committee, that the anticipated synergies and potential strategic implications and operational benefits (including the amount, timing and achievability thereof) anticipated by the management of the Company to result from the Prestige Acquisition would be realized in the amounts and at the times projected by the management of the Company, and PWP expressed no view as to the assumptions on which they were based. PWP relied without independent verification upon the assessment by the management of the Company of the timing and risks associated with the integration of Prestige and the Company. In arriving at its opinion, PWP did not make any independent valuation or appraisal of the assets or liabilities (including any contingent, derivative or off-balance-sheet assets and liabilities) of Prestige nor did PWP take into consideration or rely on any such valuations or appraisals, nor did PWP assume any obligation to conduct, nor did PWP conduct, any physical inspection of the vessels, properties or facilities of Prestige. In addition, PWP did not evaluate the solvency of any party to the Merger Agreement, including under any state, federal or other laws relating to bankruptcy, insolvency or similar matters. PWP assumed that as of September 30, 2014, Prestige's third-party debt would be $1,545 million, Prestige's cash would be $273 million, Prestige would have made $67 million of payments related to its Explorer newbuild and Prestige would have $41 million of accrued interest and transaction related expenses. PWP assumed that the final Merger Agreement would not differ in any material respect from the form of Merger Agreement reviewed by PWP and that the Prestige Acquisition would be consummated in accordance with the terms set forth in the Merger Agreement, without material modification, waiver or delay and that there will be no payments by Prestige pursuant to any indemnification obligations of Prestige under the Merger Agreement. In addition, PWP assumed that in connection with the receipt of all the necessary approvals of the proposed Prestige Acquisition, no delays, limitations, conditions or restrictions would be imposed that could have an adverse effect on Prestige, the Company or the contemplated benefits expected to be derived in the proposed Prestige Acquisition. PWP relied as to all legal matters relevant to rendering its opinion upon the advice of its counsel.

PWP's opinion addressed only the fairness from a financial point of view, as of the date thereof, of the aggregate consideration to be paid by the Company pursuant to the Merger Agreement. PWP was not asked to, nor did it, offer any opinion as to any other term of the Merger Agreement or any other document contemplated by or entered into in connection with the Merger Agreement, or the form or structure of the Prestige Acquisition or the likely timeframe in which the Prestige Acquisition would be consummated. In addition, PWP expressed no opinion as to the fairness of the amount or nature of any compensation to be received by any officers, directors or employees of any parties to the Prestige Acquisition, or any class of such persons, relative to the aggregate consideration to be received by Prestige's securityholders pursuant to the Merger Agreement or otherwise. PWP did not express any opinion as to any tax or other consequences that may result from the transactions contemplated by the Merger Agreement, nor did its opinion address any legal, tax, regulatory or accounting matters, as to which it understood the Company had received such advice as it deemed necessary from qualified professionals.

PWP's opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to PWP as of, the date of its opinion. It should be understood that subsequent developments may affect PWP's opinion and the assumptions used in preparing it, and PWP does not have any obligation to update, revise, or reaffirm its opinion. The issuance of PWP's opinion was approved by a fairness committee of PWP.

Summary of Material Financial Analyses

The following is a summary of the material financial analyses performed by PWP and reviewed by the Transaction Committee in connection with PWP's opinion relating to the Prestige Acquisition and does not purport to be a complete description of the financial analyses performed by PWP. The order of analyses described below does not represent the relative importance or weight given to those analyses by PWP. Some of the summaries of the financial analyses include information presented in tabular format.

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In order to fully understand PWP's financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of PWP's financial analyses.

Selected Publicly Traded Companies Analysis. PWP reviewed and compared certain financial information for Prestige (based on the Buyer Prestige forecast) to corresponding financial information, ratios and public market multiples for certain publicly held companies in the cruise line industry. Although none of the following companies is identical to Prestige, PWP selected these companies because they had publicly traded equity securities and were deemed to be similar to Prestige in one or more respects, including being operators of cruise lines.

Selected Publicly Traded Companies

- Carnival Corporation
- Royal Caribbean Cruises Ltd.
- Norwegian

For each of the selected companies, PWP calculated and compared financial information and various financial market multiples and ratios based on company filings for historical information and consensus third-party research estimates prepared by FactSet for forecasted information.

With respect to each of the selected companies, PWP reviewed enterprise value ("EV") as of August 29, 2014 as a multiple of estimated earnings before interest, taxes, depreciation and amortization ("EBITDA") for each of the calendar years of 2014, 2015 and 2016. The results of these analyses are summarized in the following table:

	EV/2014E EBITDA Multiple	**EV/2015E EBITDA Multiple**	**EV/2016E EBITDA Multiple**
High	12.2x	11.1x	9.3x
Low	11.9x	10.2x	8.8x
Median	12.1x	10.4x	9.3x
Average	12.1x	10.6x	9.1x

Based on the multiples calculated above, PWP's analyses of the various selected publicly traded companies and on professional judgments made by PWP, PWP selected a representative range of multiples of 10.0x – 11.0x to apply to CY2015E Adjusted EBITDA (including adjustments for equity-based compensation, fuel hedge gains, losses on disposals and the management fee payable to Apollo Capital Management) of Prestige based on the Buyer Prestige forecasts prepared by management of the Company. PWP noted that this analysis implied an enterprise value for Prestige of $2.925 billion to $3.218 billion and compared that range to the resulting $3.025 billion implied transaction value of Prestige ($3.075 billion when including the full amount of the contingent consideration payment) to be paid pursuant to the Merger Agreement (the "implied transaction value"). This $3.025 billion implied transaction value is equal to the sum of the aggregate consideration to be paid at Closing (using for the value of a share of Company Ordinary Shares its 20-day volume weighted average price of $33.01 as of August 29, 2014) plus the projected adjusted net debt of Prestige of approximately $1.246 billion as of September 30, 2014 (which includes credit given in cash balance for approximately $67 million of prepaid Explorer costs and deductions to equity value taken for approximately $13 million of accrued interest and approximately $28 million of Prestige transaction related expenses).

Although the selected companies were used for comparison purposes, no business of any selected company was either identical or directly comparable to Prestige's business. Accordingly, PWP's comparison of selected companies to Prestige and analysis of the results of such comparison was not purely mathematical, but instead necessarily involved complex considerations and judgments concerning differences in financial and operating characteristics and other factors that could affect the relative values of the selected companies and Prestige.

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Selected Transactions Analysis. PWP analyzed certain information relating to selected announced transactions in the cruise line industry (the transactions analyzed occurred between June 1997 and December 2007). PWP selected the transactions because, in the exercise of its professional judgment, PWP determined the targets in such transactions to be relevant companies having operations similar to Prestige. The most recent listed transaction is from December 2007 because there have been no announced transactions in the cruise line industry since December 2007 involving a target having operations similar to Prestige. The selected transactions analyzed were the following:

Announcement Date	Acquiror	Target
December 2007	Apollo/Prestige Cruises	Regent Seven Seas Cruises
August 2007	Apollo Management	NCL Corporation (50%)
February 2007	Apollo Management	Oceania Cruises
February 2007	Ambassador International	Windstar Cruises
August 2006	Royal Caribbean Cruises	Pullmantur, S.A.
May 2006	Carlyle	Iberojet
December 2001	Carnival Corporation	P&O Princess Cruises
August 2000	Carnival Corporation	Costa Crociere
December 1999	Star Cruises	NCL Holding ASA
November 1999	Carnival Corporation	Cunard (32%)
May 1998	NCL Holding ASA	Orient Cruise Line
April 1998	Carnival Corporation	Cunard (68%)
June 1997	Royal Caribbean Cruises	Celebrity Cruise Lines

For each of the selected transactions (except where not applicable), PWP calculated and compared the resulting enterprise value in the transaction as a multiple of reported EBITDA for the last twelve months as of such time ("LTM"). The multiples for the selected transactions were based on publicly available information at the time of the relevant transaction, but for some of the selected transactions there was no such relevant publicly available information. The results of these analyses are summarized in the following table:

	EV/LTM EBITDA
High	14.7x
Low	9.0x
Median	13.7x
Average	12.5x

PWP compared the multiples above to a range of multiples for Prestige, from 12.1x, which represented the transaction value in the Prestige Acquisition excluding the contingent consideration payment as a multiple of Prestige's estimated LTM Adjusted EBITDA (as of September 30, 2014), to 12.3x, which represented the transaction value in the Prestige Acquisition including the entire amount of the contingent consideration payment as a multiple of Prestige's estimated LTM Adjusted EBITDA (as of September 30, 2014).

Based on the multiples calculated above, PWP's analyses of the various selected transactions and on professional judgments made by PWP, PWP selected a representative range of multiples of 11.0x – 14.0x to apply to estimated LTM Adjusted EBITDA of Prestige. PWP applied such ranges to estimated LTM Adjusted EBITDA (as of September 30, 2014) to derive a range of the enterprise value for Prestige of $2.751 billion to $3.501 billion and compared that to the $3.025 billion implied transaction value of Prestige ($3.075 billion when including the full amount of the contingent consideration payment) to be paid pursuant to the Merger Agreement.

Although the selected transactions were used for comparison purposes, none of the selected transactions nor the companies involved in them was either identical or directly comparable to the Prestige Acquisition or Prestige.

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Discounted Cash Flow Analysis of Prestige. PWP conducted a discounted cash flow analysis for Prestige, both excluding the anticipated synergies and including the anticipated synergies, by first calculating, in each case, the present value as of September 30, 2014 of the estimated standalone unlevered free cash flows (calculated as net operating profits after tax plus depreciation and amortization, minus capital expenditures, and adjusting for changes in net working capital and other long-term assets and liabilities) that Prestige could generate from September 30, 2014 through December 31, 2020. To determine such present values, PWP utilized discount rates ranging from 9.5% to 11.5% based on estimates of the weighted average cost of capital of Prestige, calculated by assuming a cost of equity of 11.2% to 14.3% based on CAPM and an estimated after tax cost of debt of 5.0-5.9% weighted based upon the range of the debt to capitalization ratio of the selected publicly traded companies. Estimates of unlevered free cash flows and anticipated synergies used for these analyses utilized the Buyer Prestige forecasts and the anticipated synergies. PWP also calculated, in each case, a range of terminal values utilizing terminal year multiples of LTM EBITDA ranging from 10.0x to 12.0x (which range was determined by PWP in the exercise of its professional judgment) and discount rates ranging from 9.5% to 11.5% based on estimates of the weighted average cost of capital of Prestige. The present values of unlevered free cash flows generated over the period described above were then added, in each case, to the present values of terminal values resulting in a range of implied enterprise values for Prestige. These analyses resulted in the following reference ranges of implied enterprise values (using $220 million, the approximate midpoint of the synergies analysis, as the value of the synergies and adding this amount to the standalone discounted cash flow values):

Range of Implied Enterprise Value (in billions)		
Excluding anticipated synergies	$$	3.338 – $4.162
Including anticipated synergies	$$	3.558 – $4.382

PWP compared the range of implied present enterprise values of Prestige excluding the anticipated synergies and including the anticipated synergies to the $3.025 billion implied transaction value of Prestige ($3.075 billion when including the full amount of the contingent consideration payment) to be paid pursuant to the Merger Agreement.

Miscellaneous

The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. Selecting portions of the analyses or of the summary set forth herein, without considering the analyses or the summary as a whole could create an incomplete view of the processes underlying PWP's opinion. In arriving at its fairness determination, PWP considered the results of all of its analyses and did not attribute any particular weight to any factor or analysis considered. Rather, PWP made its determination as to fairness on the basis of its experience and professional judgment after considering the results of all of its analyses. No company or transaction used in the analyses described herein as a comparison is directly comparable to Prestige or the Prestige Acquisition.

PWP prepared the analyses described herein for purposes of providing its opinion to the Transaction Committee as to the fairness, from a financial point of view, as of the date of such opinion, of the aggregate consideration to be paid by the Company pursuant to the Merger Agreement. These analyses do not purport to be appraisals or necessarily reflect the prices at which businesses or securities actually may be sold. PWP's analyses were based in part upon third-party research analyst estimates, which are not necessarily indicative of actual future results, which may be significantly more or less favorable than suggested by PWP's analyses. Because these analyses are inherently subject to uncertainty, being based upon numerous factors or events beyond the control of the parties to the Merger Agreement or their respective advisors, none of the Company, PWP or any other person assumes responsibility if future results are materially different from those forecasted by third parties.

As described above, the opinion of PWP to the Transaction Committee was one of many factors taken into consideration by the Transaction Committee in making its determination to approve the Prestige Acquisition.

Pursuant to the terms of the engagement letter between PWP and the Company dated as of July 29, 2014, the Company agreed to pay to PWP $2,500,000 upon the delivery of the opinion rendered by PWP as described above plus $7,000,000 (reduced by any amounts previously paid by the Company to PWP upon

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delivery of the opinion) upon the closing of the Prestige Acquisition. In addition, the Company agreed to reimburse PWP for its reasonable expenses, including attorneys' fees and disbursements, and to indemnify PWP and related persons against various liabilities, including certain liabilities under the federal securities laws.

In the ordinary course of its business activities, PWP or its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for their own account or the accounts of customers or clients, in debt or equity or other securities (or related derivative securities) or financial instruments (including bank loans or other obligations) of the Company or Prestige or any of their respective affiliates. During the two-year period prior to the date of PWP's opinion, PWP and its affiliates provided certain investment banking and other financial services for an affiliate of Apollo Capital Management, for which PWP and its affiliates received compensation. PWP and its affiliates may in the future provide investment banking and other financial services to Prestige, the Company, Apollo Capital Management, Genting, TPG and their respective affiliates and in the future may receive compensation for the rendering of such services.

Financing of the Prestige Acquisition

In connection with our signing of the Merger Agreement, on September 2, 2014, NCLC entered into a Commitment Letter (the "Commitment Letter") with Barclays Bank PLC, JPMorgan Chase Bank, N.A, J.P. Morgan Securities LLC, Deutsche Bank AG New York Branch, Deutsche Bank AG Cayman Islands Branch and Deutsche Bank Securities Inc. (collectively, the "Commitment Parties") pursuant to which the Commitment Parties committed to provide up to $2,199,000,000 of senior secured term loans (the "Senior Facilities") and up to $780,000,000 of senior unsecured loans or bonds (the "Bridge Facility"). The amount of the Bridge Facility is subject to reduction in certain circumstances under the terms of the Commitment Letter. The proceeds of the Senior Facilities and the Bridge Facility will be used by us to finance a portion of the Prestige Acquisition, including the refinancing of certain existing indebtedness of Prestige and its subsidiaries. Up to $950,000,000 of the Senior Facilities (the "Closing Date Term Facilities") may be documented as either incremental loans under NCLC's existing credit agreement, or under a stand-alone credit agreement. If the Closing Date Term Facilities are documented under a stand-alone credit agreement, the aggregate principal amount of the commitments of the Commitment Parties in respect of the Closing Date Term Facilities shall decrease to $500,000,000, while the commitments of the Commitment Parties in respect of the Bridge Facility shall increase to $1,230,000,000. The remaining portion of the Senior Facilities will be documented under a stand-alone credit agreement.

No Vote Required in Connection with the Prestige Acquisition

No further vote or consent of the stockholders of Prestige or of our shareholders is required to consummate the Prestige Acquisition.

No Appraisal Rights in Connection with the Prestige Acquisition

Securityholders of Prestige will not be entitled to exercise appraisal or dissenters rights under the laws of the Republic of Panama or the laws of Bermuda in connection with the Prestige Acquisition or the Share Issuance.

Regulatory Approvals to be Obtained in Connection with the Prestige Acquisition

Approval under the HSR Act and the rules and regulations promulgated thereunder is required to consummate the Prestige Acquisition. There are no other regulatory approvals required to consummate the Prestige Acquisition.

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INTEREST OF CERTAIN PERSONS IN THE PRESTIGE ACQUISITION
Agreements among Apollo, Prestige and the Company
Apollo, affiliates or partners of which employ each of Messrs. Aron, Martinez, Crowe, Seminara and Abrams, each of whom serves on the Board, currently owns approximately 20.0% of the issued and outstanding Company Ordinary Shares and controls the Board, and Apollo also currently controls Prestige, owning approximately 80% of Prestige's economics. Accordingly, in connection with the Prestige Acquisition, Apollo will receive approximately 80% of the Merger Consideration.
Apollo currently is party to the Management Consulting Agreement with Oceania, a subsidiary of Prestige. Under the Management Consulting Agreement, Apollo is entitled to receive an annual fee of $875,000 in exchange for providing various management consulting and advisory services to Oceania and its subsidiaries. Apollo will receive a payment of $235,000 in connection with the consummation of the Prestige Acquisition, and the parties to the Management Consulting Agreement plan to terminate the Management Consulting Agreement prior to the Closing.
Executive Compensation
None of the Company's named executive officers will receive any compensatory payments or benefits that constitute "golden parachute" compensation within the meaning of Item 402(t) of Regulation S-K.
"Golden Parachute" Compensation Payable to Prestige Named Executive Officers
The information below is intended to comply with Item 402(t) of Regulation S-K, which requires disclosure of information about compensation for each "named executive officer" of Prestige (the "named executive officers") that is based on or otherwise relates to the Prestige Acquisition.
The information below assumes the consummation of the Prestige Acquisition occurs in the fourth quarter of 2014, in accordance with the terms of the Merger Agreement and the terms of the employment and equity award agreements in effect as of the date of filing this Information Statement.
The value of the acceleration of the named executive officers' equity awards is calculated assuming a price per share of Prestige Common Stock of $28.50. The actual amounts, if any, to be received by a named executive officer may differ in material respects from the amounts set forth below. The table below quantifies "golden parachute" compensation payable to each named executive officer assuming for such purpose that the named executive officer experienced a qualifying termination immediately following the Closing. No named executive officer is entitled to any payments related to pension benefits, nonqualified deferred compensation arrangements or tax reimbursement.

	Cash ($)				
Name (1)	**Change-in-Control Severance ($) (2)**	**2014 Prorated Annual Bonus ($) (3)**	**Value of Perquisites/ Benefits ($) (4)**	**Equity ($) (5)**	**Total ($)**
Frank Del Rio	7,000,000	1,458,333	212,000	2,182,000	10,852,333
Jason Montague	1,000,000	312,500	0	2,491,108	3,803,608
T. Robin Lindsay	1,000,000	312,500	0	1,545,125	2,857,625
Robert Binder	1,000,000	354,167	0	748,908	2,103,075
Kunal Kamlani	1,650,000	637,500	33,560	1,513,985	3,835,045

(1)

- A portion of the payments reflected in this table are subject to approval of the securityholders of Prestige in accordance with Section 280G of the Internal Revenue Code of 1986 (the "Code") and to the extent such amounts are not approved by the securityholders of Prestige, such amounts will not be payable to the executives. The portion of the payments which would constitute “parachute payments” within the meaning of Section 280G(b)(2) of the Code in excess of 299% of the individual’s average annual taxable compensation for services performed for Prestige for the five most recent taxable years ending before the date of the Prestige Acquisition have been waived by each of the executives (other than Messrs. Binder and Kamlani whose payments would not otherwise result in an excise tax under Section 4999 of the Code) unless approved by the securityholders of Prestige. Such approval will be sought prior to the Closing and to the extent approval of more than 75% of the outstanding securities of Prestige (excluding the affected officers) is not obtained, the excess amounts will not be paid. Each of the executives, other than Mr. Kamlani, is entitled to a tax gross up in respect of any "excess parachute payments" within the meaning of Section 280G of the Code. However, no "excess parachute payments" will be made as a result of the execution of the waivers described above.

(2)

- Represents severance payments to which the executive would be entitled upon a qualifying termination within 90 days (180 days in the case of Mr. Del Rio) prior to, or within twelve months following (or, in the case of Mr. Montague, eighteen months and, in the case of Mr. Del Rio, following the consummation of the Prestige Acquisition, but prior to December 31, 2015) a "change in control" (as defined in the executive's employment agreement with Prestige) and which would include a transaction such as the Prestige Acquisition. For Messrs. Montague, Lindsay, and Binder, these severance payments, which are flat amounts, are payable in a lump sum within ten days of the executive's termination date. For Mr. Del Rio, these payments, which consist of two times the sum of Mr. Del Rio's base salary and annual target bonus, are payable in monthly installments over two years following such qualifying termination. For Mr. Kamlani, these payments, which consist of one year of base salary and $750,000, are payable in equal installments over six months following such qualifying termination. These amounts are "double-trigger" payments: in addition to the occurrence of the Prestige Acquisition, the payments are contingent on the occurrence of a qualifying termination within 90 days (180 days in the case of Mr. Del Rio) prior to, or within 12 months following the Prestige Acquisition (or, in the case of Mr. Montague, eighteen months and, in the case of Mr. Del Rio, following the Prestige Acquisition, but prior to December 31, 2015) (such period, the "CIC Period"). Mr. Del Rio would not receive any ordinary cash severance payments upon a termination of employment in the absence of a change in control. The dollar amount of the cash severance payable to Mr. Kamlani upon any qualifying termination does not vary based on the occurrence or non-occurrence of a change in control. Messrs. Montague, Lindsay and Binder are entitled to receive two years' base salary upon a qualifying termination in the absence of a change in control.

(3)

- Reflects the 2014 annual bonuses payable to the named executive officers in connection with any qualifying termination, which are prorated based on an assumed termination date of November 1, 2014. For Messrs. Montague, Lindsay and Binder, such amounts are payable in a lump sum within ten days following the termination date. For Mr. Del Rio, such amount is payable within sixty days following the termination date. For Mr. Kamlani, such amount is payable at the same time other executives receive their annual performance bonuses. These amounts are "double-trigger" payments: in addition to the occurrence of the Prestige Acquisition, the payments are contingent on the occurrence of a qualifying termination within the CIC Period.

(4)

- Represents the value of any "double-trigger" perquisites and benefits payable to the named executive officers in connection with a qualifying termination within the CIC Period. For Mr. Del Rio, such perquisites and benefits include two years' of continued payment of country club dues, automobile allowance, tax advice and income tax preparation and continued health and medical benefits. For Mr. Kamlani, such perquisites and benefits include one year of payment of COBRA premiums. If any of Messrs. Montague, Lindsay and Binder were to undergo a qualifying termination in the absence of a change in control, the executive would also be entitled to continued health, dental and vision benefits as well as automobile allowance for a period of one year post-termination.

(5)

- Represents the assumed value of options for which vesting would be subject to “single-trigger” acceleration following the assumed Closing Date in the fourth quarter of 2014, and the cancellation of such awards in exchange for the Merger Consideration (less the applicable exercise price of the option and applicable taxes) based on an assumed value of Prestige Common Stock of $28.50. The chart below contains additional detail regarding the unvested options currently held by each named executive officer as of [•] and assumed to remain outstanding and unvested as of the assumed Closing Date in the fourth quarter of 2014. In accordance with the terms of outstanding performance-based options, the number of Prestige shares underlying unvested performance-based options in the table above and in the chart below assumes the deemed satisfaction of performance targets at 100% upon the Closing.

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In addition, each holder of an option with an exercise price that is less than the Merger Consideration is eligible to receive a portion of an aggregate contingent payment of up to $50,000,000 in cash subject to the achievement of certain milestones set forth in the Merger Agreement. In the event that such contingent payment is paid out, the executives would be entitled to receive an additional amount of up to $1.25 per such option in April 2016, however, there is no certainty that such amounts will be paid, and so they have not been reflected in the table above or the chart below.

	Total Number of Prestige Shares Underlying Unvested Options (#)	**Value of Unvested Options ($)**
Frank Del Rio	200,000	2,182,000
Jason Montague	156,667	2,491,108
T. Robin Lindsay	115,083	1,545,125
Robert Binder	56,667	748,908
Kunal Kamlani	66,666	1,513,985

Summary of Potential Payments in Connection with a Change-in-Control

Oceania has entered into an employment agreement with each of the named executive officers that specifies the severance payments and perquisites and benefits to be provided upon various circumstances of termination of employment. For each of the executives except Mr. Kamlani, cash severance payments are dependent on and vary based on the occurrence of the Prestige Acquisition. In the case of Messrs. Del Rio, Montague, Lindsay and Binder, the cash severance payments vary if such termination occurs within the CIC Period. The severance payments and benefits for each named executive officer are as follows:

- For Mr. Del Rio, in the event of a qualifying termination absent a change in control, he will not be entitled to any cash severance however, he will be entitled to a prorated annual bonus for the year of termination and partial accelerated vesting of his June 6, 2014 option grant, such that the next installment scheduled to vest following the termination date shall vest and become exercisable on the termination date. In the event of a qualifying termination within the CIC Period, instead Mr. Del Rio would be entitled to two times the sum of his (i) base salary and (ii) target annual incentive bonus, payable in monthly installments for two years from the termination date, a prorated annual bonus for the year of termination, two years' payment of country club dues, automobile allowance, tax advice and income tax preparation and continued health and medical benefits and accelerated vesting of all unvested stock-based grants;

- For Messrs. Montague, Lindsay and Binder, in the event of a qualifying termination absent a change in control, they are entitled to two years' base salary, payable in a lump sum within 30 days of the termination date, a prorated annual bonus for the year of termination, one year's medical, dental, vision insurance benefits and automobile allowance, and accelerated vesting of all unvested stock-based grants. In the event of a qualifying termination within the CIC Period, each executive will instead be entitled to $1,000,000, payable in a lump sum within ten days following the termination date and a prorated annual bonus for the year of termination;

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- For Mr. Kamlani, upon any qualifying termination, he is entitled to one year's base salary plus $750,000, payable in equal installments over six months, a prorated annual bonus for the year of termination and payment of COBRA premiums for one year (or until Mr. Kamlani obtains coverage from another employer).

Pursuant to the employment agreements, the severance payments and benefits are contingent upon the officer's execution of a release of all claims against Prestige, and, for Messrs. Del Rio and Kamlani, are also contingent upon continued compliance with the confidentiality, noncompetition, and nonsolicitation covenants contained in the executive's employment agreement. Upon a qualifying termination, each executive is subject to noncompetition and nonsolicitation restrictions for twelve (12) months post- termination. In addition, if any officer breaches or threatens to breach, any noncompetition covenant in his

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agreement, or if Mr. Kamlani breaches, or threatens to breach, any confidentiality, noncompetition, or nonsolicitaton covenants contained in his agreement, Prestige is entitled, under the employment agreements, to specific performance and injunctive relief.

Equity Awards — Options

Each of the named executive officers holds stock options to purchase Prestige Common Stock. The executives' options are generally divided into two equal tranches, consisting of service-options and performance-options, other than for Messrs. Del Rio and Kamlani, who only hold service-options. The service-options vest 33% annually over a period of three years, subject to the executive's continued employment with Prestige and the performance-options vest 33% annually over a period of three years, subject to continued employment with Prestige and Prestige's achievement of certain performance targets in the applicable fiscal year. In connection with the consummation of the Prestige Acquisition, the vesting of all options will accelerate, and both the service-options and the performance-options, to the extent unvested, shall become fully vested and exercisable as of immediately prior to the Closing, with the performance-options vesting assuming the deemed satisfaction of performance targets at 100% upon the Closing. As described above, the Merger Agreement provides that, at the effective time, all outstanding options held by Prestige employees will be cancelled and exchanged for the right to receive the excess, if any, of the Merger Consideration to be delivered for each share of Prestige Common Stock over the exercise price of the applicable option. See "The Prestige Acquisition — The Prestige Acquisition Consideration" for more detail about the treatment in the Prestige Acquisition of Prestige equity awards held by named executive officers.

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THE AGREEMENT AND PLAN OF MERGER

Explanatory Note Regarding the Merger Agreement

The Merger Agreement is attached as Annex A to this Information Statement and incorporated by reference herein. The Merger Agreement and the summary set forth below are included in this Information Statement to provide you with information regarding its terms. Factual disclosures about us contained in this Information Statement or in our public reports filed with the SEC may supplement, update or modify the factual disclosures about us contained in the Merger Agreement. The representations, warranties and covenants made in the Merger Agreement by the parties thereto were qualified and subject to important limitations agreed to by the contracting parties in connection with negotiating the terms of the Merger Agreement. In particular, in your review of the representations and warranties contained in the Merger Agreement and described in this summary, it is important to bear in mind that the representations and warranties were negotiated with the principal purposes of establishing the circumstances under which a party to the Merger Agreement may have the right not to close the Prestige Acquisition if the representations and warranties of the other party prove to be untrue due to a change in circumstance or otherwise, and allocating contractual risk between the parties to the Merger Agreement, rather than establishing matters as facts. The representations and warranties may also be subject to a contractual standard of materiality different from those generally applicable to shareholders and in some cases were qualified by disclosures that were made by each party to the other, which disclosures were not reflected in the Merger Agreement. Moreover, information concerning the subject matter of the representations and warranties, which do not purport to be accurate as of the date of this Information Statement, may have changed since the date of the Merger Agreement and subsequent developments or new information qualifying a representation or warranty may not have been included in this Information Statement.

This section describes the material terms of the Merger Agreement. The description in this section and elsewhere in this Information Statement is qualified in its entirety by reference to the complete text of the Merger Agreement. This summary does not purport to be complete and may not contain all of the information about the Merger Agreement that is important to you. We encourage you to read the Merger Agreement carefully and in its entirety. This section is not intended to provide you with any factual information about us. Such information can be found elsewhere in this Information Statement and in the public filings we make with the SEC, which may be obtained by following the instructions set forth in the section entitled “Where You Can Find More Information.”

Effect of the Prestige Acquisition

Upon the consummation of the Prestige Acquisition, Prestige will become a wholly owned, indirect subsidiary of the Company. It is expected that, following the Prestige Acquisition, Prestige’s business and operations will initially be continued substantially as they are currently being conducted. We will continue to evaluate Prestige’s business and operations after the Prestige Acquisition and will take such actions as we deem appropriate under the circumstances then existing. We intend to seek additional information about Prestige during this period. Thereafter, we intend to review such information as part of a comprehensive review of Prestige’s business, operations, capitalization and management with a view to optimizing Prestige’s operations.

Except as indicated in this Information Statement, we do not have any present plans or proposals which relate to or would result in an extraordinary transaction, such as a merger, reorganization or liquidation, involving Prestige, a sale or transfer of a material amount of our assets, any material change in Prestige’s capitalization or dividend policy or any other material change in our corporate structure or business.

Closing

The Closing will take place on the third business day following the satisfaction or waiver of each of the closing conditions set forth in the Merger Agreement, or on such other date as may be agreed upon in writing by Prestige and us.

Customary Covenants

The Merger Agreement contains customary covenants, including covenants providing for: (i) each of the Company, Prestige and their respective subsidiaries to conduct its business only in the ordinary course

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of business consistent with past practice and use its reasonable best efforts to preserve its present business operations, organization, franchise and goodwill and preserve the present relationships with persons having material business dealings with each of the Company, Prestige and their respective subsidiaries, in each case, between the execution of the Merger Agreement and the Closing and (ii) each of the Company, Prestige and their respective subsidiaries to use reasonable best efforts to do all things commercially reasonable and necessary, proper or advisable to consummate and make effective the transactions contemplated by the Merger Agreement.

Representations and Warranties

The Merger Agreement contains customary representations and warranties made by Prestige, the Company and the Stockholders' Representative. The statements embodied in those representations and warranties were made for purposes of the contract among the parties and are subject to qualifications and limitations agreed to by the parties in connection with negotiating the terms of that contract. Certain representations and warranties were made as of the date of the Merger Agreement (or other date specified in the Merger Agreement), may be subject to a contractual standard of materiality different from those generally applicable to shareholders or may have been used for the purpose of allocating contractual risk between the parties rather than establishing matters of fact. In addition, the representations and warranties are qualified by information in the disclosure schedules of each party. Information concerning the subject matter of the representations and warranties may have changed since the date of the Merger Agreement, and these changes may or may not be fully reflected in our public disclosures. The Merger Agreement should not be read alone, but should instead be read in conjunction with the other information regarding Prestige and us that is contained in this Information Statement, as well as in the filings that we will make and have made with the SEC. The representations and warranties contained in the Merger Agreement may or may not have been accurate as of the date they were made and we make no assertion herein that they are accurate as of the date of this Information Statement.

In the Merger Agreement, we, on our own behalf and on behalf of Merger Sub, made customary representations and warranties that are subject, in some cases, to specified exceptions and qualifications, to Prestige, including representations relating to:

- Organization, corporate power and authority to enter into the Merger Agreement and to consummate the transactions contemplated thereby, and good standing;
- Authorization to enter into the Merger Agreement and the other transaction documents and that the consummation of the transactions contemplated thereby have been authorized, and the lack of conflicts, breaches or defaults, liens, consents, approvals or notices, other than those specifically identified in the Merger Agreement;
- Formation of Merger Sub;
- SEC filings since January 1, 2012;
- Absence of undisclosed liabilities;
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- Absence of litigation, other than those specifically identified in the Merger Agreement;
- Compliance with law;
- Availability of funds to consummate the transactions contemplated by the Merger Agreement;
- Absence of certain material changes or events from December 31, 2013;
- Tax matters;
- Vessels;
- Material compliance with environmental laws since January 1, 2012 and other representations as to environmental matters;
- The Share Issuance;
- Information statements, including this Information Statement;

- Compliance with anti-corruption and anti-bribery laws;
- Absence of economic sanctions; and
- Brokers and finders.

In the Merger Agreement, Prestige made customary representations and warranties that are subject, in some cases, to specified exceptions and qualifications, to us, including representations relating to:

- Organization, corporate power and authority to enter into the Merger Agreement and to consummate the transactions contemplated thereby, and good standing;
- Prestige's capital structure, including the particular number of outstanding shares of Prestige Common Stock, stock options, warrants and notes;
- Prestige's direct and indirect subsidiaries;
- Authorization to enter into the Merger Agreement and the other transaction documents and that the consummation of the transactions contemplated thereby have been authorized by Prestige's board of directors, and the lack of conflicts, breaches or defaults, liens, consents, approvals or notices, other than those specifically identified in the Merger Agreement;
- Financial statements;
- Compliance with law;
- Absence of litigation, other than those specifically identified in the Merger Agreement;
- Material compliance with applicable permits necessary to carry on its business;

- Absence of certain material changes or events from December 31, 2013;
- Material contracts;
- Absence of material disputes with its major suppliers and material travel arrangers or tour organizers;
- Real property;
- Personal Property (as defined in the Merger Agreement) and sufficiency of assets;
- Vessels;
- Employees and employee benefit matters;
- Material compliance with environmental laws since January 1, 2012 and other representations as to environmental matters;
- Intellectual property;
- Tax matters;
- Insurance;
- Related party transactions;

- Information statements, including this Information Statement;

- Compliance with anti-corruption and anti-bribery laws;

- Absence of economic sanctions; and

- Brokers and finders.

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In the Merger Agreement, the Stockholders' Representative made customary representations and warranties that are subject, in some cases, to specified exceptions and qualifications, to us, including representations relating to:

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• Organization, corporate power and authority to enter into the Merger Agreement and to consummate the transactions contemplated thereby, and good standing; and

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• Authorization to enter into the Merger Agreement and the other transaction documents and that the consummation of the transactions contemplated thereby have been authorized, and the lack of conflicts, breaches or defaults, liens, consents, approvals or notices, other than those specifically identified in the Merger Agreement.

Conditions to the Prestige Acquisition

The respective obligations of the Company and Prestige to consummate the Prestige Acquisition and the transactions contemplated thereby are subject to, among other things, the satisfaction or waiver of the following conditions:

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• At the Closing, no order or other legal or regulatory restraint, prohibition or action shall have been enacted, entered, issued promulgated or enforced by any governmental authority that prohibits any of the transactions contemplated by the Merger Agreement or makes illegal the consummation of any of the transactions contemplated by the Merger Agreement, and no action shall have been commenced by any governmental authority that seeks to prohibit or enjoin the transactions contemplated by the Merger Agreement;

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• All approvals, waivers and consents required by applicable law to be obtained from a governmental authority to consummate the transactions contemplated by and specified in the Merger Agreement shall have been received or obtained on or prior to the Closing Date; and

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• Twenty (20) calendar days shall have elapsed since the filing of this Information Statement in definitive form.

In addition, our obligation to complete the Prestige Acquisition is subject to, among other things, the satisfaction or waiver of the following additional conditions:

•

• The representations and warranties of Prestige (other than certain fundamental representations and warranties) shall be true and correct in all respects (without giving effect to any limitation or qualification on any representation or warranty indicated by the words "Company Material Adverse Effect" (as such term is defined in the Merger Agreement) or "material") as of the Closing Date with the same effect as though made at and as of such date (unless such representations and warranties by their terms speak as of an earlier date, in which case they shall be true and correct in all respects as of such date without giving effect to any limitation or qualification on any representation or warranty indicated by the words "Company Material Adverse Effect" (as such term is defined in the Merger Agreement) or "material"), except to the extent that the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect (as such term is defined in the Merger Agreement);

- The fundamental representations and warranties of Prestige (other than representations and warranties related to capitalization) shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of such date (unless such representations and warranties by their terms speak as of an earlier date, in which case they shall be true and correct in all respects as of such date);

- The representations and warranties of Prestige related to capitalization shall be true and correct in all respects on and as of the Closing Date with the same effect as though made at and as of such date (unless such representations and warranties by their terms speak as of an earlier date, in which case they shall be true and correct in all respects as of such date), except for inaccuracies that are de minimis;

- Prestige shall have performed in all material respects the obligations and complied in all material respects with the covenants set forth in the Merger Agreement that are required to be performed or complied with by it at or prior to the Closing;

- Since September 2, 2014, there shall not have been or arisen any event, occurrence, fact, condition, circumstance or change that has had, or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect (as such term is defined in the Merger Agreement);

- Each of Prestige's vessels shall be safely afloat as of the Closing (except to the extent in a scheduled dry-dock) and, since September 2, 2014, there has been no (i) actual or constructive total loss of any of Prestige's vessels or (ii) damage to any of Prestige's vessels to an extent that would make repair thereof uneconomical or render such vessel permanently unfit for normal use;

- Prestige shall have delivered to us payoff letters in customary form relating to the Credit Agreements (as such term is defined in the Merger Agreement) and documentation in customary form evidencing the release of liens under the Credit Agreements (as such term is defined in the Merger Agreement);

- Certain approvals and consents specified in the Merger Agreement shall have been obtained;

- We shall have received a certificate of Prestige, dated as of the Closing Date, signed by an authorized officer of Prestige certifying to the effect that certain conditions have been satisfied; and

- Prestige shall have delivered, or shall have caused to be delivered, to us a duly executed certificate of merger and escrow agreement.

In addition, Prestige's obligations to complete the Prestige Acquisition are subject to, among other things, the satisfaction or waiver of the following additional conditions:

- The representations and warranties of the Company and Merger Sub (other than certain fundamental representations and warranties) shall be true and correct in all respects (without giving effect to any limitation or qualification on any representation or warranty indicated by the words "Parent Material Adverse Effect" (as such term is defined in the Merger Agreement) or "material") on and as of the Closing Date with the same effect as though made at and as of such date (unless such representations and warranties by their terms speak as of an earlier date, in which case they shall be true and correct in all respects as of such date without giving effect to any limitation or qualification on any representation or warranty indicated by the words "Parent Material

Adverse Effect" (as such term is defined in the Merger Agreement) or "material"), except to the extent that the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect (as such term is defined in the Merger Agreement);

- The fundamental representations and warranties of the Company shall be true and correct in all material respects on and as of the Closing Date with the same effect as though made at and as of such date (unless such representations and warranties by their terms speak as of an earlier date, in which case they shall be true and correct in all material respects as of such date);

- The Company and Merger Sub shall have performed in all material respects the obligations and complied in all material respects with the covenants set forth in the Merger Agreement that are required to be performed or complied with by each of them at or prior to the Closing;

- Since September 2, 2014, there has not been or arisen any event, occurrence, fact, condition, circumstance or change that has had, or would reasonably be expected to have, individually or in the aggregate, a Parent Material Adverse Effect (as such term is defined in the Merger Agreement);

- Prestige shall have received a certificate of the Company, dated as of the Closing Date, signed by an authorized officer of the Company to the effect that certain conditions have been satisfied;

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- The Company Ordinary Shares issued in the Share Issuance shall have been approved for listing on NASDAQ, subject to official notice of issuance; and
- We shall have delivered, or shall have caused to be delivered, to Prestige a duly executed certificate of merger and escrow agreement.

Indemnification

Until the date that is nine (9) months following the anniversary of the Closing Date, subject to the Prestige Cap (as described herein) and the Deductible (as described herein), Prestige's securityholders shall indemnify and defend each of the Company and its subsidiaries (including, following the Closing, Prestige and its subsidiaries) (collectively, the "Parent Indemnitees") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses incurred or sustained by, or imposed upon, the Parent Indemnitees based upon, arising out of or by reason of:

- Any inaccuracy in or breach of any of Prestige's fundamental representations and warranties or any failure of such fundamental representations and warranties to be true and correct as if it was made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date);
- Any breach or nonperformance by Prestige prior to the Closing of any of its covenants or agreements set forth in the Merger Agreement;
- Certain actions asserted or threatened by any of Prestige's securityholders and any holder of Prestige's options or other equity compensation awards, including stock appreciation rights; and
- Any taxes of Prestige or its subsidiaries (and any predecessors thereof) resulting from a failure by Prestige and its subsidiaries to be eligible for the exclusion from gross income under Section 883(a)(1) under the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder, in the current taxable year or in the Pre-Closing Tax Period (as such term is defined in the Merger Agreement) or in a Straddle Period (as such term is defined in the Merger Agreement) ending on the Closing Date in which such exclusion was claimed by Prestige or any of its subsidiaries.

Prestige's securityholders shall not be liable to the Parent Indemnitees for losses exceeding the aggregate cash and Company Ordinary Shares then available in the escrow account (the "Prestige Cap"), and Prestige's securityholders are obligated to indemnify Parent Indemnitees under the Merger Agreement only when the aggregate amount of all such individual losses incurred or sustained by all Parent Indemnitees with respect to which the Parent Indemnitees would otherwise be entitled to indemnification under the Merger Agreement exceeds $1,000,000 (the "Deductible"), and then only to the extent such losses exceed the Deductible.

In addition, until the date that is nine (9) months following the anniversary of the Closing Date, subject to the Company Cap (as described herein) and the Deductible, we shall indemnify and defend each of Prestige's securityholders (collectively, the “Stockholder Indemnitees”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all losses incurred or sustained by, or imposed upon, the Stockholder Indemnitees based upon, arising out of or by reason of:

- any inaccuracy in or breach of any of our fundamental representations and warranties or any failure of such fundamental representations and warranties to be true and correct as if it was made on the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date); and
- Any breach or non-fulfillment of any covenant, agreement or obligation to be performed by us pursuant to the Merger Agreement.

We shall not be liable to the Stockholder Indemnitees for losses exceeding $88,900,000 (the “Company Cap”), and we are obligated to indemnify Stockholder Indemnitees under the Merger Agreement only when the aggregate amount of all such individual losses incurred or sustained by all Stockholder Indemnitees with respect to which the Stockholder Indemnitees would otherwise be entitled to indemnification under the Merger Agreement exceeds the Deductible, and then only to the extent such losses exceed the Deductible.

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Termination

The Merger Agreement may be terminated at any time before the Closing as follows and in no other manner:

- By mutual consent in writing of the Company and Prestige;
- Subject to certain conditions, by the Company or Prestige at any time after February 12, 2015, if the Closing shall not have occurred by such date;
- Subject to certain conditions and cure periods, by Prestige, if the Company or Merger Sub has breached or failed to perform any representation, warranty, covenant or agreement contained in the Merger Agreement, or if any representation or warranty of the Company or Merger Sub has become untrue, in each case, such that certain conditions set forth in the Merger Agreement could not be satisfied as of the Closing Date;
- Subject to certain conditions and cure periods, by the Company, if Prestige has breached or failed to perform any representation, warranty, covenant or agreement contained in the Merger Agreement, or if any representation or warranty of Prestige has become untrue, in each case, such that certain conditions set forth in the Merger Agreement could not be satisfied as of the Closing Date;
- Subject to certain conditions, by either the Company or Prestige if (i) any court of competent jurisdiction or other competent governmental authority shall have issued an order permanently restraining, enjoining or prohibiting the transactions contemplated by the Merger Agreement and such order shall have become final and nonappealable or (ii) there shall be any law that makes consummation of the Prestige Acquisition illegal or otherwise prohibited; and
- By Prestige if the Company fails to obtain the necessary financing.

Effect of Termination

Subject to certain conditions, if the Merger Agreement is terminated under certain circumstances principally related to our failure to consummate the Prestige Acquisition due to the failure to obtain the necessary financing, we shall pay or cause to be paid to Prestige a termination fee of $88,900,000 in cash (the “Termination Fee”). If the Merger Agreement is terminated in accordance with its terms, the Merger Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of any party under the Merger Agreement; provided, that notwithstanding the foregoing:

- No such termination shall relieve any party thereto of any liability for damages to the other party thereto resulting from any willful and knowing breach of the Merger Agreement prior to such termination; and
-

- The obligations of the parties contained therein related to reimbursement of fees and expenses, the payment of the Termination Fee, and certain other miscellaneous provisions necessary for the interpretation and enforcement thereof shall survive any such termination.

Expenses

Except as otherwise provided in the Merger Agreement (in the case of resolution of certain objections or disputes, which will generally be split among the parties, and the payment of costs and expenses related to transfer taxes, which will be paid by the Company), Prestige and the Company shall each pay its own fees and expenses.

Amendment

The Merger Agreement may be amended, modified or supplemented only by agreement in writing of the parties thereto.

SELECTED HISTORICAL CONSOLIDATED DATA OF NORWEGIAN*

SELECTED HISTORICAL CONSOLIDATED DATA OF PRESTIGE*

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION*

*

- To be filed by amendment

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The table below sets forth information regarding the beneficial ownership of the equity securities of the Company as of September 16, 2014 by:

- each person that is known by the Company to be a beneficial owner of more than 5% of the Company's outstanding equity securities;
- each of our Named Executive Officers;
- each of our directors; and
- all directors and executive officers as a group.

The information set forth in the table below excludes the portion of the Stock Consideration that would be issued to Apollo in connection with the Prestige Acquisition.

Pursuant to the Shareholders' Agreement, Genting, subject to certain consent rights, granted to Apollo the right to vote the Company Ordinary Shares held by affiliates of Genting, and TPG granted Apollo the right to vote the Company Ordinary Shares that are held by TPG in connection with certain transactions that require the vote of our shareholders.

There were 203,266,714 Company Ordinary Shares issued and outstanding as of September 16, 2014.

The amounts and percentages of Company Ordinary Shares beneficially owned are reported on the basis of regulations of the SEC governing the determination of beneficial ownership of securities (including as further described in the footnotes to the following table). Under the rules of the SEC, a person is deemed to be a "beneficial owner" of a security if that person has or shares "voting power," which includes the power to vote or to direct the voting of such security, or "investment power," which includes the power to dispose of or to direct the disposition of such security. A person is also deemed to be a beneficial owner of any securities of which that person has a right to acquire beneficial ownership within 60 days. Under these rules, more than one person may be deemed a beneficial owner of the same securities and a person may be deemed a beneficial owner of securities as to which he has no economic interest. Except as otherwise indicated in the footnotes below and except as provided in the Shareholders' Agreement described below, each of the beneficial owners has, to our knowledge, sole voting and investment power with respect to the indicated Company Ordinary Shares. Unless indicated otherwise, the address of each individual listed in the table is c/o Norwegian Cruise Line Holdings Ltd., 7665 Corporate Center Drive, Miami, Florida 33126.

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Management NCL Corporation Units (as defined below) beneficially owned by our executive officers are also reported in the following table on a basis consistent with how beneficial ownership of the Company Ordinary Shares is reported under the SEC rules.

Name and Address (1)	Ordinary Shares Beneficially Owned		Number of Management NCL Corporation Units Beneficially Owned	Percent of Ordinary Shares Beneficially Owned (3)
	Number	Percent (2)		
STAR (4)	56,819,334	28.0%		
Apollo (5)	40,739,500	20.0%		
TPG (6)	16,079,834	7.9 %		
Tan Sri Lim Kok Thay (4)(7)	—	—		
David Chua Ming Huat (4)(7)	—	—		
Steve Martinez (8)	—	—		
Adam M. Aron	—	—		
Kevin Crowe (8)	—	—		
Robert Seminara (8)	—	—		
David M. Abrams (8)	—	—		
Karl Peterson (9)	—	—		
John Chidsey	6,683	*		
Walter L. Revell	10,527	*		
F. Robert Salerno	5,473	*		
Kevin M. Sheehan (10)	607,226	*	853,239	*
Wendy A. Beck (11)	146,817	*	195,484	*
Andrew Stuart (12)	177,914	*	225,126	*
Maria Miller (13)	68,280	*	127,547	*
Robert Becker (14)	72,416	*	51,588	*
All directors and executive officers as a group (17 persons) (15)	1,138,063	*	1,503,420	*

Economic interests in NCLC are represented by the partnership interests established under the Company's tax agreement, which we refer to as "NCL Corporation Units." We refer to the NCL Corporation Units exchanged for profits interests granted under the Company's profits sharing agreement as "Management NCL Corporation Units."

*

- Indicates less than one percent.

(1)

- This table is based on information supplied to us by our executive officers, directors and principal shareholders or included in Schedules 13D and 13G filed with the SEC.

(2)

- The percentage of Company Ordinary Shares reported as beneficially owned by each holder of ordinary shares assumes that none of the Management NCL Corporation Units reported as beneficially owned are exchanged for Company Ordinary Shares.

(3)

- The percentage of Company Ordinary Shares reported as beneficially owned by each holder of Management NCL Corporation Units assumes that the holder's Management NCL Corporation Units reported above are exchanged for Company Ordinary Shares and that no other Management NCL Corporation Units are exchanged for Company Ordinary Shares.

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(4)

- STAR, a Bermuda company, is a wholly owned subsidiary of Genting. Genting owns Company Ordinary Shares indirectly through STAR. The address of each of Genting and STAR is c/o Suite 1501, Ocean Centre, 5 Canton Road, Tsimshatsui, Kowloon, Hong Kong SAR. As of September 16, 2014, the principal shareholders of Genting are:

	Percentage Ownership in Genting
Golden Hope Limited ("GHL") (a)	46.05%
Genting Malaysia Berhad ("GENM") (b)	17.81%

(a)

- GHL is a company incorporated in the Isle of Man acting as trustee of the Golden Hope Unit Trust, a private unit trust which is held directly and indirectly by First Names Trust Company (Isle of Man) Limited (formerly known as IFG International Trust Company Limited), as trustee of a discretionary trust, the beneficiaries of which are Tan Sri Lim Kok Thay and certain members of his family (the "Lim Family").

(b)

- GENM is a Malaysian company listed on the Main Market of Bursa Malaysia Securities Berhad in which Parkview Management Sdn Bhd as trustee of a discretionary trust, the beneficiaries of which are the Lim Family, has a substantial indirect beneficial interest. As a result, an aggregate of 63.86% of Genting's outstanding shares is owned by GENM and GHL as trustee of the Golden Hope Unit Trust, directly or indirectly, as of September 16, 2014.

(5)

- The Apollo funds (AAA Guarantor — Co-Invest VI (B), L.P., AIF VI NCL (AIV), L.P., AIF VI NCL (AIV II), L.P., AIF VI NCL (AIV III), L.P., AIF VI NCL (AIV IV), L.P., Apollo Overseas Partners (Delaware) VI, L.P., Apollo Overseas Partners (Delaware 892) VI, L.P., Apollo Overseas Partners VI, L.P. and Apollo Overseas Partners (Germany) VI, L.P.) hold of record an aggregate of 40,739,500 Company Ordinary Shares. Under the terms of the Shareholders' Agreement, Apollo also has the right to vote the Company Ordinary Shares held by affiliates of Genting (including STAR), and the Company Ordinary Shares held by TPG, in connection with certain transactions that require the vote of our shareholders (or those of the Company, as applicable), and to consent to certain transfers of such shares. Apollo also has the right under the Shareholders' Agreement to, under certain circumstances, require each of STAR and TPG to sell the Company Ordinary Shares held by such entity to a third party purchaser. The Apollo affiliate that serves as the general partner or managing general partner of each of Apollo Overseas Partners (Delaware) VI, L.P., Apollo Overseas Partners (Delaware 892) VI. L.P., Apollo Overseas Partners VI, L.P. and Apollo Overseas Partners (Germany) VI. L.P. is an affiliate of Apollo Principal Holdings I, L.P. Apollo Principal Holdings I GP, LLC is the general partner of Apollo Principal Holdings I, L.P. The Apollo affiliate that serves as the general partner of AIF VI NCL (AIV), L.P., AIF VI NCL (AIV II), L.P., AIF VI NCL (AIV III), L.P. and AIF VI NCL (AIV IV), L.P. is an affiliate of Apollo Principal Holdings III, L.P. Apollo Principal Holdings III GP, Ltd. is the general partner of Apollo Principal Holdings III, L.P. An affiliate of Apollo Management Holdings, L.P. provides management services to AAA Guarantor — Co-Invest VI (B), L.P. and to the Apollo affiliate that serves as the general partner of AAA Guarantor — Co-Invest VI (B), L.P. The manager of each of the other Apollo funds is also an affiliate of Apollo Management Holdings, L.P. Apollo Management Holdings GP, LLC is the general partner of Apollo Management Holdings, L.P. Leon Black, Joshua Harris and Marc Rowan are the managers of Apollo Principal Holdings I GP, LLC, the managers, as well as executive officers, of Apollo Management Holdings GP, LLC, and the directors of Apollo Principal Holdings III GP, Ltd. and as such may be deemed to have voting and dispositive control over Company Ordinary Shares that are held by Apollo. The address for each of Apollo Overseas Partners (Delaware) VI, L.P., Apollo Overseas Partners (Delaware 892) VI, L.P., Apollo Principal Holdings I, L.P. and Apollo Principal Holdings I GP, LLC is One Manhattanville Road, Suite 201, Purchase, New York 10577. The address for each of Apollo Overseas Partners VI, L.P., Apollo Overseas Partners (Germany) VI, L.P., AIF VI NCL (AIV), L.P., AIF VI NCL (AIV II), L.P., AIF VI NCL (AIV III), L.P., AIF VI NCL (AIV IV), L.P., Apollo Principal Holdings III, L.P. and Apollo Principal Holdings III GP, Ltd. is c/o Intertrust Corporate Services (Cayman) Limited, 190 Elgin Street, George Town, Grand Cayman KY1-9005, Cayman Islands. The address for AAA Guarantor — Co-Invest VI (B), L.P. is c/o Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH 96960. The address for Apollo Management Holdings, L.P. and Apollo Management Holdings GP, LLC, and for Messrs. Black, Harris and Rowan, is 9 W. 57th Street, 43rd Floor, New York, New York 10019.

(6)

- TPG Viking, L.P., a Delaware limited partnership ("Viking L.P."), TPG Viking AIV I, L.P., a Cayman Islands exempted limited partnership ("Viking AIV I"), TPG Viking AIV II, L.P., a Cayman Islands exempted limited partnership ("Viking AIV II"), and TPG Viking AIV III, L.P., a Delaware limited partnership ("Viking AIV III"), hold an aggregate of 16,079,834 Company Ordinary Shares. The general partner of Viking L.P. is TPG GenPar V, L.P., a Delaware limited partnership, whose general partner is TPG GenPar V Advisors, LLC, a Delaware limited liability company, whose sole member is TPG Holdings I, L.P., a Delaware limited partnership, whose general partner is TPG Holdings I-A, LLC, a Delaware limited liability company, whose sole member is TPG Group Holdings (SBS), L.P., a Delaware limited partnership ("Group Holdings"), whose general partner is TPG Group Holdings (SBS) Advisors, Inc., a Delaware corporation ("Group Advisors"). The general partner of each of Viking AIV I, Viking AIV II and Viking AIV III is TPG Viking AIV GenPar, L.P., a Cayman Islands exempted limited partnership, whose general partner is TPG Viking AIV GenPar Advisors, Inc., a Cayman Islands exempted company, whose sole shareholder is TPG Holdings III, L.P., a Delaware limited partnership, whose general partner is TPG Holdings III-A, L.P., a Delaware limited partnership, whose general partner is TPG Holdings III-A, Inc., a Cayman Islands exempted company, whose sole shareholder is Group Holdings. David Bonderman and James G. Coulter are officers and sole shareholders of Group Advisors and may therefore be deemed to be the beneficial owners of the Company Ordinary Shares held by Viking L.P., Viking AIV I, Viking AIV II and Viking AIV III (the "TPG Shares"). Messrs. Bonderman and Coulter disclaim beneficial ownership of the TPG Shares except to the extent of their pecuniary interest therein. The address of each of the TPG funds described above, Group Advisors and Messrs. Bonderman and Coulter is c/o TPG Global, LLC, 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102.

(7)

- Although each of Tan Sri Lim Kok Thay and David Chua Ming Huat may be deemed a beneficial owner of shares of the Company beneficially owned by Genting due to his status as a director or officer (and, in the case of Tan Sri Lim Kok Thay, his status as a shareholder) of Genting, each such person disclaims beneficial ownership of any such shares, except in the case of Tan Sri Lim Kok Thay, to the extent of any indirect pecuniary interests therein. The address of Tan Sri Lim Kok Thay and David Chua Ming Huat is c/o Suite 1501, Ocean Centre, 5 Canton Road, Tsimshatsui, Kowloon, Hong Kong SAR.

(8)

- Each of Messrs. Martinez, Crowe, Seminara and Abrams is affiliated with Apollo as a senior managing director, senior partner, managing partner or principal of Apollo Management, L.P. or another affiliate of Apollo. Each such person disclaims beneficial ownership of any of the Company Ordinary Shares or of the Company Ordinary Shares that are beneficially owned by any of the Apollo funds or Apollo's other affiliates. The address of Messrs. Martinez and Crowe is c/o Apollo Management, L.P., 9 West 57th Street, 43rd floor, New York, New York 10019. The address of Messrs. Seminara and Abrams is c/o Apollo Management International LLP, 25 St. George Street, London W1 S 1FS.

(9)

- Mr. Peterson is one of our directors and also a TPG partner. Mr. Peterson does not have voting or investment power over, and disclaims beneficial ownership in, the TPG Shares. The address of Mr. Peterson is c/o TPG

Global, LLC, 301 Commerce Street, Suite 3300, Fort Worth, Texas 76102.

(10)

- Reflects vested options and Management NCL Corporation Units, and options and Management NCL Corporation Units scheduled to vest within 60 days. Does not include an additional 865,826 Management NCL Corporation Units and 1,454,173 options held by Kevin M. Sheehan that are currently unvested and not scheduled to vest within 60 days. Each holder of Management NCL Corporation Units has the right (subject to certain restrictions and potential adjustments) to exchange each Management NCL Corporation Unit for, at the election of NCLC, either (i) one Company Ordinary Share or (ii) cash equal to the fair market value of one Company Ordinary Share. Includes 124,714 Management NCL Corporation Units and 60,652 options held by Mr. Sheehan's family trust.

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(11)

- Reflects the Company Ordinary Shares, vested options and Management NCL Corporation Units, and options and Management NCL Corporation Units scheduled to vest within 60 days. Does not include an additional 105,260 Management NCL Corporation Units and 149,178 options held by Wendy A. Beck that are currently unvested and not scheduled to vest within 60 days. Each holder of Management NCL Corporation Units has the right (subject to certain restrictions and potential adjustments) to exchange each Management NCL Corporation Unit for, at the election of NCLC, either (i) one Company Ordinary Share or (ii) cash equal to the fair market value of one Company Ordinary Share. Includes 1,200 of our ordinary shares held by Ms. Beck's children for which she serves as custodian.

(12)

- Reflects vested options and Management NCL Corporation Units, and options and Management NCL Corporation Units scheduled to vest within 60 days. Does not include an additional 113,375 Management NCL Corporation Units and 132,638 options held by Andrew Stuart that are currently unvested and not scheduled to vest within 60 days. Each holder of Management NCL Corporation Units has the right (subject to certain restrictions and potential adjustments) to exchange each Management NCL Corporation Unit for, at the election of NCLC, either (i) one Company Ordinary Share or (ii) cash equal to the fair market value of one Company Ordinary Share.

(13)

- Reflects vested options and Management NCL Corporation Units, and options and Management NCL Corporation Units scheduled to vest within 60 days. Does not include an additional 42,516 Management NCL Corporation Units and 64,427 options held by Maria Miller that are currently unvested and not scheduled to vest within 60 days. Each holder of Management NCL Corporation Units has the right (subject to certain restrictions and potential adjustments) to exchange each Management NCL Corporation Unit for, at the election of NCLC, either (i) one Company Ordinary Share or (ii) cash equal to the fair market value of one Company Ordinary Share.

(14)

- Reflects vested options and Management NCL Corporation Units, and options and Management NCL Corporation Units scheduled to vest within 60 days. Does not include an additional 45,350 Management NCL Corporation Units and 60,805 options held by Robert Becker that are currently unvested and not scheduled to vest within 60 days. Each holder of Management NCL Corporation Units has the right (subject to certain restrictions and potential adjustments) to exchange each Management NCL Corporation Unit for, at the election of NCLC, either (i) one Company Ordinary Share or (ii) cash equal to the fair market value of one Company Ordinary Share.

(15)

- Reflects the Company Ordinary Shares, vested options and Management NCL Corporation Units, and options and Management NCL Corporation Units scheduled to vest within 60 days. Does not include an additional 1,198,486 Management NCL Corporation Units and 1,925,322 options collectively held by our executive officers that are currently unvested and not scheduled to vest within 60 days. Each holder of Management NCL Corporation Units has the right (subject to certain restrictions and potential adjustments) to exchange each Management NCL Corporation Unit for, at the election of NCLC, either (i) one Company Ordinary Share or (ii) cash equal to the fair market value of one Company Ordinary Share.

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DELIVERY OF INFORMATION STATEMENT

We have adopted a procedure, approved by the SEC, called “householding.” Under this procedure, shareholders of record who have the same address and last name will receive only one copy of this Information Statement, unless we are notified that one or more of these shareholders wishes to receive individual copies. This procedure will reduce our printing costs and postage fees.

If you share an address with another shareholder and have received only one Information Statement and wish to receive a separate copy of this Information Statement, or if you do not wish to continue to participate in householding and prefer to receive separate copies of annual reports to shareholders, information statements or proxy materials in the future, please contact the Householding Department of Broadridge Financial Solutions, Inc. at 51 Mercedes Way, Edgewood, New York 11717; or by telephone at 1-800-542-1061. We will promptly deliver a separate copy of this Information Statement to any shareholder requesting the same, upon request, at no cost to you. If you are eligible for householding, but you and other shareholders with whom you share an address received multiple copies of this Information Statement, or if you hold Company Ordinary Shares in more than one account, and in either case you wish to receive only a single copy of annual reports to shareholders, information statements or proxy materials for your household, please contact the Householding Department of Broadridge Financial Solutions, Inc., as indicated above.

If your Company Ordinary Shares are held in street name through a broker, bank or other nominee, please contact your broker, bank or nominee directly if you have questions, require additional copies of this Information Statement or wish to receive a single copy of such materials in the future for all beneficial owners of Company Ordinary Shares sharing an address.

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

Certain statements in this Information Statement constitute forward-looking statements intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts in this Information Statement, including, without limitation, those regarding our business strategy, financial position, results of operations, plans, prospects and objectives of management for future operations (including development plans and objectives relating to our activities), are forward-looking statements. Many, but not all of these statements can be found by looking for words like “expect,” “anticipate,” “goal,” “project,” “plan,” “believe,” “seek “will,” “may,” “forecast,” “estimate,” “intend” and “future” and for similar words. Forward-looking statements in this Informat Statement include, but are not limited to, statements regarding the occurrence, timing, benefits and effects of the corporate actions approved by our Board and the Transaction Committee, as applicable, including the consummation of the transactions contemplated by the Merger Agreement, our ability to obtain the necessary financing to consummate the Prestige Acquisition and the expected costs and synergies of the Prestige Acquisition.

Forward-looking statements do not guarantee future performance and may involve risks, uncertainties and other factors which could cause our actual results, performance or achievements to differ materially from the future results, performance or achievements expressed or implied in those forward-looking statements. Examples of these risks, uncertainties and other factors include, but are not limited to:

- the parties’ ability to consummate the Prestige Acquisition on the expected timetable or at all;
- the ability to obtain requisite regulatory approval of the Prestige Acquisition without conditions;
- the satisfaction of the conditions to the consummation of the Prestige Acquisition;
- the potential impact of the consummation of the Prestige Acquisition on relationships, including with employees, customers and suppliers and any related impact on integration and anticipated synergies;
- the adverse impact of general economic conditions and related factors such as high levels of unemployment and underemployment, fuel price increases, declines in the securities and real estate markets, and perceptions of these conditions that decrease the level of disposable income of consumers or consumer confidence;
- changes in cruise capacity, as well as capacity changes in the overall vacation industry;
- intense competition from other cruise companies as well as non-cruise vacation alternatives which could affect our ability to compete effectively;

- negative publicity surrounding the cruise industry;
- changes in fuel prices and/or other cruise operating costs;
- the risks associated with operating internationally, including changes in interest rates and/or foreign currency rates;
- the continued borrowing availability under our credit facilities and compliance with our financial covenants;
- our substantial indebtedness, including the inability to generate the necessary amount of cash to service our existing debt, and to repay our credit facilities;
- our ability to incur significantly more debt despite our substantial existing indebtedness;
- the impact of volatility and disruptions in the global credit and financial markets which may adversely affect our ability to borrow and could increase our counterparty credit risks, including those under our credit facilities, derivatives, contingent obligations, insurance contracts and new ship progress payment guarantees;
- adverse events impacting the security of travel such as terrorist acts, acts of piracy, armed conflict and other international events;

- the impact of any future changes relating to how external distribution channels sell and market our cruises;
- the impact of any future increases in the price of, or major changes or reduction in, commercial airline services;
- the impact of mechanical failures or accidents involving our ships and the impact of delays, costs and other factors resulting from emergency ship repairs, as well as scheduled maintenance, repairs and refurbishment of our ships;
- the delivery schedules and estimated costs of new ships on terms that are favorable or consistent with our expectations;
- the impact of problems encountered at shipyards, as well as any potential claim, impairment loss, cancellation or breach of contract in connection with our contracts with shipyards;
- the impact of the spread of epidemics and viral outbreaks;
- the uncertain political environment in countries where we operate;
- the impact of weather and natural disasters;
- accidents and other incidents affecting the health, safety, security and vacation satisfaction of guests or causing damage to ships, which could cause the modification of itineraries or cancellation of a cruise or series of cruises;
- the impact of pending or threatened litigation and investigations;
- our ability to obtain insurance coverage on terms that are favorable or consistent with our expectations;

- the impact of any breaches in data security or other disturbances to our information technology and other networks;
- the impact of amendments to our collective bargaining agreements for crew members and other employee relation issues;
- the continued availability of attractive port destinations;
- our ability to attract and retain key personnel and qualified shipboard crew, maintain good relations with employee unions, maintain or renegotiate our collective bargaining agreements on favorable terms and prevent any disruptions in work;
- changes involving the tax, environmental, health, safety, security and other regulatory regimes in which we operate;
- increases in our future fuel costs related to implementing International Maritime Organization regulations, which require the use of higher priced low sulfur fuels in certain cruising areas;
- the implementation of regulations in the U.S. requiring U.S. citizens to obtain passports for travel to additional foreign destinations; and
- other factors set forth under “Risk Factors” in our most recently filed Annual Report on Form 10-K.

The above examples are not exhaustive and new risks emerge from time to time. In addition, subsequent to the consummation of the Prestige Acquisition, the combined company may face new, unanticipated risks. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Such forward-looking statements are based on our current beliefs, assumptions, expectations, estimates and projections regarding our present and future business strategies and the environment in which we will operate in the future. These forward-looking statements speak only as of the date of this Information

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Statement. We expressly disclaim any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in our expectations with regard thereto or any change of events, conditions or circumstances on which any such statement was based.

FINANCIAL INFORMATION*

INCORPORATION BY REFERENCE*

Any statement contained in a document incorporated or deemed to be incorporated by reference into this Information Statement will be deemed to be modified or superseded for purposes of this Information Statement to the extent that a statement contained in this Information Statement or any other subsequently filed document that is deemed to be incorporated by reference into this Information Statement modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Information Statement.

The Company undertakes to provide without charge to each person to whom a copy of this Information Statement has been delivered, upon request, by first class mail or other equally prompt means within one business day of receipt of such request, a copy of any or all of the documents incorporated by reference in this Information Statement, other than the exhibits to these documents, unless the exhibits are specifically incorporated by reference into the information that this Information Statement incorporates. You may obtain documents incorporated by reference by requesting them in writing or by telephone at the following address and telephone number:

Norwegian Cruise Line Holdings Ltd.
7665 Corporate Center Drive
Miami, Florida 33126
Attention: Investor Relations
(305) 436-4000

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read or copy any document we file including exhibits thereto at the public reference room maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. Copies of this information may also be obtained by mail from the SEC’s Public Reference Branch at 100 F Street, N.E., Washington, D.C. 20549. In addition, our filings with the SEC are also available to the public on the SEC’s internet website at http:/ / www.sec.gov and on our corporate website, at http:/ / www.investor.ncl.com/ . The information on or accessible through our website is not incorporated by reference to this Information Statement.

* To be filed by amendment.

Annex A

AGREEMENT AND PLAN OF MERGER

dated as of

September 2, 2014

by and among

PRESTIGE CRUISES INTERNATIONAL, INC.,

NORWEGIAN CRUISE LINE HOLDINGS LTD.,

PORTLAND MERGER SUB, INC.

and

APOLLO MANAGEMENT, L.P.

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AGREEMENT AND PLAN OF MERGER
This Agreement and Plan of Merger is entered into as of September 2, 2014, by and among Norwegian Cruise Line Holdings Ltd., an exempted company incorporated in Bermuda ("Parent"), Portland Merger Sub, Inc., a corporation organized under the Laws of the Republic of Panama and a wholly-owned, indirect Subsidiary of Parent and a wholly-owned Subsidiary of NCL Corporation Ltd. ("Merger Sub"), Prestige Cruises International, Inc., a corporation organized under the Laws of the Republic of Panama (the "Company"), and Apollo Management, L.P., a Delaware limited partnership (the "Stockholders' Representative" and, together with each of Parent, Merger Sub and the Company, a "Party" and, collectively, the "Parties"). Capitalized terms used herein shall have the meanings ascribed to them in Article I.
R E C I T A L S
WHEREAS, the Parties intend that Merger Sub be merged with and into the Company, with the Company surviving the merger on the terms and subject to the conditions set forth herein;
WHEREAS, the Company Board of Directors has unanimously (a) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to enter into this Agreement and all other Transaction Documents to which it is a party, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and all other Transaction Documents to which it is or is specified to be a party, and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the stockholders of the Company;
WHEREAS, this Agreement has been adopted, and the Merger and other transactions contemplated hereby have been approved, by the written consent of the stockholders holding a majority of the voting shares of the capital stock of the Company in accordance with the Laws of the Republic of Panama;
WHEREAS, a transaction committee composed entirely of non-interested directors of the Parent Board of Directors, acting by authority duly delegated to it by the Parent Board of Directors, has (a) determined that it is in the best interests of Parent and Parent's shareholders, and declared it advisable, to enter into this Agreement and all other Transaction Documents to which Parent is a party and (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and all other Transaction Documents to which it is or is specified to be a party;
WHEREAS, the issuance of Parent Ordinary Shares in connection with the Merger pursuant to the terms and conditions of this Agreement has been approved by the written consent of holders of the outstanding Parent Ordinary Shares, each such holder being entitled to one vote per share, holding at least a majority of the outstanding Parent Ordinary Shares in accordance with the rules of NASDAQ (the "Parent Shareholder Approval");
WHEREAS, the board of directors of Merger Sub has unanimously (a) determined that it is in the best interests of Merger Sub and its sole shareholder, and declared it advisable, to enter into this Agreement and all other Transaction Documents to which Merger Sub is a party, (b) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and all other Transaction Documents to which it is or is specified to be a party, and (c) resolved, subject to the terms and conditions set forth in this Agreement, to recommend adoption of this Agreement by the sole shareholder of Merger Sub;
WHEREAS, this Agreement has been adopted, and the Merger and other transactions contemplated hereby have been approved, by the written consent of the sole shareholder of Merger Sub in accordance with the Laws of the Republic of Panama;
WHEREAS, Parent, Merger Sub, the Company and the Stockholders' Representative desire to make certain representations, warranties, covenants and agreements specified in this Agreement in connection with the Merger and to prescribe various conditions to the Merger; and

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WHEREAS, in connection herewith, and as an inducement to Parent to enter into this Agreement, (i) Parent, certain Company Securityholders and certain shareholders of Parent have entered into a binding term sheet modifying certain rights of certain shareholders of Parent under the Parent Shareholders' Agreement and (ii) certain Company Securityholders are delivering to Parent lock-up agreements in respect of the Aggregate Stock Consideration to be received by such Company Securityholders pursuant to the terms hereof.
NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

Article I

DEFINITIONS

1.1 Definitions. For all purposes of this Agreement, and except as otherwise expressly provided, the following definitions shall apply:

"14C Information Statement" has the meaning set forth in Section 7.8(a).

"280G Approval" has the meaning set forth in Section 7.11(c).

"2008 Plan" means the 2008 Stock Option Plan of the Company.

"2015 Total Net Revenue" means an amount equal to the total revenues, less commissions, transportation and other expenses, and onboard and other expenses (but excluding any related costs and expenses associated with governmental fees and Taxes), in each case, calculated on a consolidated basis for the Surviving Corporation and its Subsidiaries for the fiscal year ending December 31, 2015 in a manner consistent with GAAP applied on a basis consistent with the accounting principles, policies, methodologies, categorizations and definitions set forth on Exhibit A hereto.

"Acquisition Proposal" has the meaning set forth in Section 7.6(a).

"Action" means any action, complaint, claim, petition, inquiry, investigation, audit, prosecution, suit, grievance, indictment, condemnation, assessment, enforcement, expropriation or other proceeding (including any arbitration, mediation or alternative dispute resolution proceeding) of any kind or nature by any Governmental Entity or before any Governmental Entity or supranational body or any arbitral or other tribunal body, board or agency whatsoever.

"Adjusted Escrow Amount" means (A) a number of Parent Ordinary Shares equal to (x) the Escrow Amount less (y) the Non-Accredited Escrow Share Adjustment (clauses (x) and (y), the "Adjusted Share Escrow Amount"); and (B) an amount of cash equal to the Non-Accredited Escrow Cash Adjustment.

"Affiliate" means, with respect to a specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person. For the purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Affiliated Group" means an affiliated group (as defined in Section 1504 of the Code), or any combined, consolidated, unitary or similar group for state, local or non-U.S. Tax purposes.

"Aggregate Cash Consideration" means $1,108,798,350.

"Aggregate Merger Consideration" means the sum of (x) the Aggregate Cash Consideration and (y) the product of the number of Parent Ordinary Shares included in the Aggregate Stock Consideration and the Parent Share Price.

"Aggregate Non-Accredited Options" has the meaning set forth in the definition of "Non-Accredited Escrow Share Adjustment".

"Aggregate Note Payoff Amount" means the aggregate principal, accrued and unpaid interest, prepayment and redemption premiums or penalties or other payments (if any), unpaid fees or expenses and other monetary obligations in respect of any of the Company Notes outstanding as of immediately prior to the Closing.
"Aggregate Optionee Stock Consideration" has the meaning set forth in the definition of "Option Consideration".
"Aggregate Stock Consideration" means 20,296,880 Parent Ordinary Shares.
"Agreement" means this Agreement, as amended or supplemented, together with all Exhibits and Schedules attached hereto or expressly incorporated herein by reference.
"Antitrust Laws" has the meaning set forth in Section 7.3(b).
"Approval" means any approval, authorization, consent, qualification or registration, or any extension, modification, amendment or waiver of any of the foregoing, required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity.
"Audited Financial Statements" means the audited consolidated balance sheets of the Company and its Subsidiaries as of December 31, 2011, December 31, 2012 and December 31, 2013 and, in each case, the related consolidated statements of operations, comprehensive income (loss), stockholders' equity (deficit) and cash flows for the years then ended.
"Business Day" means a day other than a Saturday, a Sunday or any other day on which the SEC or banks in the city of New York, New York are authorized or required by Law to be closed.
"Cap" has the meaning set forth in Section 10.4(a).
"Cash Option Consideration" means, with respect to any Eligible Option, an amount of cash equal to the Company Share Value less the exercise price of such Eligible Option.
"Cash Portion Allocation Ratio" means the quotient obtained by dividing (x) the Per Share Cash Consideration by (y) the sum of (1) the Per Share Cash Consideration plus (2) the product of (A) the Per Share Stock Consideration multiplied by (B) the Parent Share Price.
"Certificate of Merger" has the meaning set forth in Section 2.5.
"Certificates" has the meaning set forth in Section 3.2(a)(i).
"Classification Society" means each classification society with which any Company Vessel or Parent Vessel, as the case may be, is entered from time to time.
"Closing" has the meaning set forth in Section 2.4.
"Closing Date" has the meaning set forth in Section 2.4.
"Code" means the Internal Revenue Code of 1986.
"Company" has the meaning set forth in the preamble hereto.
"Company Board of Directors" means the board of directors of the Company.
"Company Class B Common Stock" means each share of Class B common stock, par value $0.01 per share, of the Company.
"Company Common Stock" means each share of common stock, par value $0.01 per share, of the Company.
"Company Employees" has the meaning set forth in Section 7.11(a).
"Company Financial Statements" means the Audited Financial Statements and the Unaudited Financial Statements.

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"Company Fundamental Representations" means the representations in Section 4.1 ("Organization and Related Matters"), Section 4.2 ("Capitalization"), Section 4.3 ("Subsidiaries") and Sections 4.4(a), 4.4(b)(i) and 4.4(b)(ii) ("Authorization; No Conflicts; Consents").
"Company Intellectual Property" means, collectively, the Licensed Company Intellectual Property and the Owned Company Intellectual Property.
"Company Material Adverse Effect" means any event, occurrence, fact, condition, circumstance or change that has had, or would reasonably be expected to have, individually or in the aggregate with any other event, occurrence, fact, condition, circumstance or change, a material adverse effect on (i) the business results, operations, or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, or (ii) the ability of the Company to consummate the transactions contemplated by this Agreement and the other Transaction Documents on a timely basis; provided, that for purposes of clause (i) above, Company Material Adverse Effect shall not include any event, occurrence, fact, condition, circumstance or change directly arising out of or attributable to: (a) changes after the date hereof in general economic, political or regulatory conditions, (b) conditions generally affecting the industry in which the Company and its Subsidiaries operate, (c) any changes after the date hereof in financial or securities markets in general, (d) acts of war (whether or not declared), armed hostilities or terrorism (including cyber terrorism), or other national or international calamity, crisis or emergency or the escalation or worsening of any of the foregoing after the date hereof, or natural disasters (including earthquakes, hurricanes, tsunamis, storms, fires, floods and other natural catastrophes) occurring after the date hereof, (e) any changes after the date hereof in applicable Law or GAAP, (f) any event, occurrence, fact, condition, circumstance or change related to or resulting from the public announcement of the transactions contemplated by this Agreement, (g) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries to the extent expressly required by this Agreement (other than the Company's obligations pursuant to Section 7.2(a)(1)) or at Parent's written instruction, (h) any event, change or effect directly resulting from a breach of this Agreement or the other Transaction Documents by Parent or Merger Sub, (i) any event, occurrence, fact, condition, circumstance or change resulting from the identity of Parent or its Affiliates; (j) any failure of the Company to meet any projections, forecasts, guidance, estimates, milestones, budgets or internal or published financial or operating predictions of revenue, earnings, cash flow or cash position (it being understood that the exception in this clause (j) shall not prevent or otherwise affect a determination that the underlying cause of any such change or failure referred to therein (to the extent not otherwise falling within any of the exceptions provided by clauses (a) through (i) hereof) may contribute to a Company Material Adverse Effect); provided, further, that any event, occurrence, fact, condition, circumstance or change referred to in clauses (a), (b), (c), (d) or (e) above shall be taken into account in determining whether a Company Material Adverse Effect has occurred or would reasonably be expected to occur if such event, occurrence, fact, condition, circumstance or change has had or would reasonably be expected to have a disproportionate effect on the Company and its Subsidiaries compared to other participants in the industry in which the Company or any of its Subsidiaries conducts its business.
"Company Notes" means promissory notes issued by the Company and held by Company Securityholders or any other Person.
"Company Optionholders" means the holders of record of Company Options outstanding as of immediately prior to the Effective Time.
"Company Options" means options to purchase Company Common Stock granted under the 2008 Plan or otherwise to employees, non-employee directors or consultants to the Company or its Subsidiaries for services provided to the Company and its Subsidiaries (for the avoidance of doubt, "Company Options" shall not include Company Warrants).
"Company S-1" means the registration statement on Form S-1 of the Company filed with the SEC on January 22, 2014, as amended by Amendment No. 1 to such Form S-1 filed with the SEC on March 24, 2014, and as further amended by Amendment No. 2 to such Form S-1 filed with the SEC on April 11, 2014.

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“Company SEC Reports” has the meaning set forth in Section 4.5(c).
“Company Securityholders” means the holders of Company Notes and Company Warrants, and the Company Stockholders and Company Optionholders, collectively.
“Company Securityholders Statement” has the meaning set forth in Section 7.8(b).
“Company Share Value” means the quotient obtained by dividing (i) an amount equal to (x) the Aggregate Merger Consideration plus (y) the aggregate exercise price for all Eligible Options less (z) the Aggregate Note Payoff Amount by (ii) the Fully-Diluted Share Number.
“Company Specified Representations” means the Company Fundamental Representations and the representations and warranties of the Company set forth in Section 4.21 (“Related Party Transactions”) and Section 4.25 (“No Brokers or Finders”).
“Company Stockholder Approval” means the affirmative vote by written consent of the holders of the outstanding shares of Company Common Stock, each such holder being entitled to one vote per share, holding at least a majority of the outstanding shares of Company Common Stock in favor of the adoption of this Agreement and the consummation of the Merger and the other transactions contemplated by this Agreement.
“Company Stockholders Agreement” means that certain Amended and Restated Stockholders’ Agreement, dated as of May 18, 2009, by and among the Company and the Company Stockholders party thereto.
“Company Stockholders” means, collectively, the holders of record of shares of Company Common Stock and the Company Class B Common Stock.
“Company Vessel” means the ships listed on Schedule 4.14(a).
“Company Vessel Insurances” has the meaning set forth in Section 4.14(b)(xvi).
“Company Warrants” means options to purchase Company Common Stock issued by the Company to certain Company Stockholders and other Persons in connection with the issuance of the Company Notes to such Persons.
“Compliant” means, with respect to the Required Information set forth in clauses (a) and (b) of the definition thereof, that (i) such Required Information does not contain an untrue statement of a material fact regarding the business of the Company and its Subsidiaries, or omit to state a material fact regarding the business of the Company and its Subsidiaries necessary in order to make the statements in the Required Information not misleading in light of the circumstances under which they were made (giving effect to all supplements and updates thereto to the date of the initiation of the Marketing Period) and (ii) the financial statements and other financial information included in such Required Information would not be deemed stale or otherwise be unusable under customary practices for offerings and private placements of high-yield debt securities under Rule 144A promulgated under the Securities Act and are sufficient to permit the independent accountants of the Company and its Subsidiaries to issue comfort letters described in clause (c) of the definition of Required Information to the financing sources providing the Debt Financing.
“Confidentiality Agreement” has the meaning set forth in Section 7.1(a).
“Contingent Payment” has the meaning set forth in Section 3.6(c)(i)(2).
“Contingent Payment Target” means an amount equal to $976,761,000.
“Contingent Payment Threshold” means an amount equal to 98.0% of the Contingent Payment Target.
“Continuing Employee” has the meaning set forth in Section 7.11(b).
“Contract” means any written or verbal contract, agreement, arrangement, purchase and sale order, commitment, license, indemnity, indenture, note, bond, mortgage, loan, instrument, lease or other understanding, undertaking, commitment or obligation.

"Covered Person" has the meaning set forth in Section 7.10(a).
"Credit Agreements" means, collectively, the Oceania Credit Agreement and the Regent Credit Agreement.
"Current Insurance Policies" has the meaning set forth in Section 4.20(a).
"D&O Claim" has the meaning set forth in Section 7.10(a).
"Debt Financing" has the meaning set forth in Section 5.8(a).
"Debt Financing Commitments" has the meaning set forth in Section 5.8(a).
"Debt Financing Sources" has the meaning set forth in Section 5.8(a).
"Direct Claim" has the meaning set forth in Section 10.5(c).
"Disputed Items" has the meaning set forth in Section 3.6(b)(iii).
"Effective Time" has the meaning set forth in Section 2.5.
"Eligible Option" means each Company Option that has not expired or been exercised prior to the Effective Time and which (a) has an exercise price per share of Company Common Stock less than the Company Share Value and (b) is vested or becomes vested on or prior to the Closing Date in accordance with the terms thereof (after giving effect to any vesting which is triggered by the transactions contemplated herein, including pursuant to Section 3.1 hereof) or by action of the Company.
"Employee" means an employee or individual independent contractor of the Company or any of its Subsidiaries.
"Employee Plans" means all of the (i) "employee benefit plans," as defined in Section 3(3) of ERISA, (ii) contracts with employees and individual independent contractors containing terms of employment, consulting or termination and (iii) fringe benefit, supplemental unemployment benefit, bonus, cash or equity-based incentive, profit sharing, termination, severance, separation, change of control, retention, deferred compensation, transaction, defined-benefit or defined-contribution pension, retirement, health, welfare, medical, dental, disability, life insurance, paid time off and similar plans, programs, policies, arrangements or practices that are maintained, sponsored or contributed to, or obligated to be contributed to, by the Company or its Affiliates for the benefit of any current or former Employee or member of the Company Board of Directors, whether funded or unfunded, insured or self-insured, registered or unregistered, in effect on or as to which any liability, whether contingent or otherwise, is outstanding as of the date hereof, excluding any "multiemployer plan" as defined in 3(37) of or 4001(a)(3) of ERISA.
"Environmental Law" means any applicable Law relating to pollution or the protection of the environment, natural resources or human health and safety as it relates to exposure to Hazardous Materials, and including MARPOL.
"Equity Interests" means, with respect to any Person, any capital stock of, or other ownership, membership, partnership, joint venture or equity interest in, such Person or any indebtedness, securities, options, warrants, commitments, calls, subscriptions or other rights of, or granted by, such Person or any of its Affiliates that are convertible into, or are exercisable or exchangeable for, or giving any Person any right to acquire any such capital stock or other ownership, membership, partnership, joint venture or equity interest, in all cases, whether vested or unvested.
"ERISA" means the Employee Retirement Income Security Act of 1974.
"Escrow Account" has the meaning set forth in Section 3.2(c).
"Escrow Agent" means CitiBank N.A.
"Escrow Agreement" has the meaning set forth in Section 3.2(c).
"Escrow Amount" means 2,694,333 Parent Ordinary Shares.

"Exchange Act" means the Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder.

"Existing Policies" has the meaning set forth in Section 7.10(b).

"Explorer Loan Documents" means (i) that certain loan agreement, dated as of July 31, 2013 (as amended, restated, amended and restated, replaced, refinanced, extended, supplemented or otherwise modified from time to time, the "Explorer Loan Agreement"), by and among inter alios Explorer New Build LLC, a Delaware limited liability company, Credit Agricole Corporate and Investment Bank as agent and SACE agent and the banks and financial institutions from time to time party thereto, (ii) the "Guarantees" as defined in the Explorer Loan Agreement and (iii) any other "Finance Documents" as defined in the Explorer Loan Agreement (each as amended, restated, amended and restated, replaced, refinanced, extended, supplemented or otherwise modified from time to time).

"Financing Consent" has the meaning set forth in Section 7.4(b).

"Foreign Plan" has the meaning set forth in Section 4.15(b)(vii).

"Fully-Diluted Share Number" means the sum of (i) the Outstanding Share Number and (ii) the number of shares of Company Common Stock for which Eligible Options are exercisable immediately prior to their cancellation pursuant to Section 3.1, in each case, other than shares of capital stock of the Company to be cancelled pursuant to Section 3.1(b).

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"GHK" has the meaning set forth in the Parent Shareholders' Agreement.

"GHK Approval" means the prior written approval of this Agreement and the transactions contemplated hereby, including the Merger, by GHK as required by Section 6(a)(iii) of the Parent Shareholders' Agreement.

"Governmental Entity" means any government or any agency, bureau, board, commission, court, judicial authority, department, official, tribunal, authority, or other instrumentality of any government or quasi-governmental entity, whether federal, state, provincial, territorial or local, domestic or foreign, that has, in each case, jurisdiction over the matter in question.

"Hazardous Material" means any substance, material or waste that is listed, defined or otherwise characterized as "hazardous," "infectious," "toxic," or "radioactive" or as a "pollutant," or a "contaminant" or terms of similar meaning or impo under any Environmental Law, including petroleum or its by-products, asbestos and polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder.

"IMO" means the International Maritime Organization.

"Indebtedness" of any Person means, without duplication, (i) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties or other payments (if any), unpaid fees or expenses and other monetary obligations in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) the liquidation value, accrued and unpaid dividends, prepayment or redemption premiums and penalties (if any), unpaid fees or expenses and other monetary obligations in respect of any redeemable preferred stock of such Person; (vii) all obligations of the type referred to in clauses (i) through (vi) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (viii) all obligations of the type referred to in clauses (i) through (vii) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indemnified Party" has the meaning set forth in Section 10.5.

"Indemnifying Party" has the meaning set forth in Section 10.5.

"Independent Auditor" has the meaning set forth in Section 3.6(b)(iii).

"Information Statements" has the meaning set forth in Section 7.8(b).

"Intellectual Property" means all worldwide rights, title and interest in or relating to patents, patent rights, Trademarks, copyrights, trade secrets along with all confidential and proprietary information and know-how, and other intellectual property and intangible proprietary rights along with all applications, recordations and registrations for any of the foregoing.

"Knowledge" means the actual knowledge, after due and reasonable inquiry, of (x) with respect to the Company or any of its Affiliates, any of Frank J. Del Rio, Robert J. Binder, Jason M. Montague, Kunal S. Kamlani, T. Robin Lindsay, Jill Guidicy and Lynn White, and (y) with respect to Parent or any of its Affiliates, any of Kevin M. Sheehan, Wendy A. Beck, Howard L. Flanders and Daniel S. Farkas.

"Law" means any applicable foreign, federal, state or local law (including common law), constitutional provision, statute, code, treaty, convention (including any convention promulgated by the IMO), ordinance, rule, regulation, Order or other requirement of any Governmental Entity or any supranational body.

"Leased Real Property" has the meaning set forth in Section 4.12.

"Letter of Transmittal" has the meaning set forth in Section 3.2(a)(i).

"Licensed Company Intellectual Property" means any Intellectual Property that is licensed or purported to be licensed by the Company or any of its Subsidiaries.

"Lien" means any lien, pledge, charge, mortgage, hypothecation, deed of trust, security interest, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer under any shareholder or similar agreement or other encumbrance or restriction of any kind, whether incurred voluntarily or arising under any applicable Law.

"Losses" means any and all losses, claims, assessments, demands, damages, liabilities, deficiencies, Actions, judgments, charges, amounts paid in settlement, interest, awards, obligations, penalties, fees, fines, costs or expenses of whatever kind, and reasonable attorneys' and accounting fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, that "Losses" shall not include (i) any punitive, special or exemplary damages, (ii) lost profits, consequential or incidental damages except, in each case, to the extent reasonable foreseeable or (iii) damages that are otherwise remote, speculative or not reasonably foreseeable (except, in the cases of clauses (i) through (iii), to the extent such damages are paid, payable, awarded or incurred in connection with a Third Party Claim).

"Marina Loan Documents" means (i) that certain loan agreement, dated as of July 18, 2008 (as amended, restated, amended and restated, replaced, refinanced, extended, supplemented or otherwise modified from time to time, the "Marina Loan Agreement"), by and among inter alios Marina New Build LLC, a limited liability company formed in the Marshall Islands, Calyon as agent and SACE agent and the banks and financial institutions from time to time party thereto, (ii) the "Guarantees" as defined in the Marina Loan Agreement and (iii) any other "Finance Documents" as defined in the Marina Loan Agreement (each as amended, restated, amended and restated, replaced, refinanced, extended, supplemented or otherwise modified from time to time).

"Marketing Period" means the first period of fifteen (15) consecutive Business Days commencing on or after the earlier of (x) the Final Financing Election (as defined in the Debt Financing Commitments as in effect on the date hereof) by NCL Corporation Ltd., a Bermuda company, and (y) the date that is 60 days after the date hereof, throughout which and on the last day of which (a) Parent shall have received from the Company the Required Information and such Required Information is Compliant; provided, that if the Company shall in good faith believe that it has provided the Required Information and that such Required Information is Compliant, it may deliver to Parent a written notice to such effect (stating when it believes it completed such delivery), in which case the Company shall be deemed, subject to such Required Information ceasing to be Compliant or not satisfying clause (x), (y) or (z) of the following sentence, to have complied under this clause (a) unless Parent in good faith reasonably believes the Company has not completed the delivery of the Required Information or that such Required Information is not Compliant and, within four (4) Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to such effect (stating with specificity the Required Information that Parent believes that the Company has not delivered or which items of the Required Information that Parent believes are not Compliant); provided, further, that if the Company shall thereafter in good faith believe that it has provided the additional Required Information and that the Required Information is at that time Compliant, it may deliver to Parent a written notice to such effect, in which case the Company shall be deemed to have complied under this clause (a) unless Parent in good faith reasonably believes the Company has not completed the delivery of the additional Required Information or that the Required Information is not at that time Compliant and, within four (4) Business Days after the delivery of such notice by the Company, delivers a written notice to the Company to such effect (stating with specificity the additional Required Information that Parent believes that the Company has not delivered or which items of the Required Information that Parent believes are not Compliant at that time) and (b) the conditions set forth in Article VIII (other than those conditions that by their nature are to be satisfied at the Closing) have, in each case, been satisfied, and to the Knowledge of the Company and the Knowledge of Parent, nothing has occurred and no condition exists that would cause any of such conditions not to be satisfied assuming the Closing were to be scheduled at any time during such fifteen (15) consecutive Business Day period; provided, however, that, notwithstanding the foregoing, the Marketing Period shall end on the date the Debt Financing is consummated if such date is prior to the end of such fifteen (15) consecutive Business Day period; provided, further, that the Marketing Period (1) shall exclude November 27, 2014 and November 28, 2014 and (2) shall have ended on or prior to December 19, 2014, or if such period has not ended on or prior to December 19, 2014, then such period shall commence no earlier than January 5, 2015. Notwithstanding the foregoing, the Marketing Period shall not commence and shall be deemed not to have commenced if, on or prior to the completion of such fifteen (15) consecutive Business Day period or the three (3) Business Day period immediately following the final day of the Marketing Period in the case of clause (ii) of the proviso to the second sentence of Section 2.4, (w) a Tolling Event shall have occurred and is continuing; provided, that (A) if a Tolling Event Disruption shall have occurred before January 5, 2015, then any Marketing Period commenced on or after January 5, 2015 shall continue notwithstanding the occurrence of a Tolling Event, (B) there shall not be more than one Tolling Event Disruption on or after January 5, 2015 and (C) in no event shall any Tolling Event prevent the completion of a time period equal to the Marketing Period plus such three (3) Business Day period prior to the Outside Date; (x) the independent auditor of the Company and its Subsidiaries shall have withdrawn its audit opinion with respect to the most recent audited financial statements of the Company and its Subsidiaries, in which case the Marketing Period shall not be deemed to commence unless and until a new unqualified audit opinion is issued with respect to such financial statements of the Company and its Subsidiaries by the independent auditor or another independent accounting firm reasonably acceptable to Parent; (y) the Company issues a public statement indicating its intent to restate any financial statements included in the Required Information, in which case the Marketing Period shall be deemed not to commence unless and until such restatement has been completed and the applicable Required Information has been amended or the Company has announced that it has concluded that no restatement shall be required; or (z) any Required Information would not be

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Compliant at any time during such fifteen (15) consecutive Business Day period (for the avoidance of doubt, it being understood that if at any time during the Marketing Period the Required Information provided on the first day of the Marketing Period ceases to be Compliant, then the Marketing Period shall be deemed not to have commenced).

"MARPOL" means the International Convention for the Prevention of Pollution from Ships promulgated by the IMO.

"Material Contract" has the meaning set forth in Section 4.10(a).

"Members of the Immediate Family" means, with respect to any individual, (i) each spouse, child (by blood or adoption) or grandchild of such individual or child (by blood or adoption) or grandchild of such individual's spouse, (ii) each trust created solely for the benefit of one or more of such individual and the Persons listed in clause (i) above, (iii) each custodian or guardian of any property of one or more of the Persons listed in clause (i) above, in his or her capacity as such custodian or guardian and (iv) each limited partnership or limited liability company controlled by such individual or one or more of the Persons listed in clause (i) above for the benefit of one or more of such Persons.

"Merger" has the meaning set forth in Section 2.2.

"Merger Sub" has the meaning set forth in the preamble hereto.

"Mortgage Consent" has the meaning set forth in Section 7.4(c).

"NASDAQ" means the NASDAQ Global Select Market, any successor stock exchange operated by The NASDAQ Stock Market LLC or any successor thereto.

"New Ship Build Agreements" means collectively, the Explorer Loan Documents, the Marina Loan Documents and the Riviera Loan Documents.

"Non-Accredited Escrow Cash Adjustment" means the product of (x) the Aggregate Non-Accredited Options multiplied by (y) the Per Share Escrow Amount multiplied by (z) the Parent Share Price.

"Non-Accredited Escrow Share Adjustment" means the product of (x) the number of shares of Company Common Stock underlying Eligible Options held by all holders of Company Options that are not "accredited investors" (within the meaning of Regulation D under the Securities Act) (the "Aggregate Non-Accredited Options") multiplied by (y) the Per Share Escrow Amount.

"Note Payment Schedule" has the meaning set forth in Section 3.1(a)(i)(A).

"Objection Notice" has the meaning set forth in Section 3.6(b)(i).

"Oceania Credit Agreement" means that certain Credit Agreement, dated as of July 2, 2013, by and among, inter alios Oceania Cruises, Inc., a corporation organized under the Laws of the Republic of Panama, and OCI Finance Corp., a Delaware corporation, as borrowers, the lenders from time to time party thereto and Deutsche Bank AG, New York Branch, as administrative agent and mortgage trustee (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time).

"Off-the-Shelf Software" means off-the-shelf personal computer software, as such term is commonly understood, that is commercially available on standard terms and conditions.

"Option Consideration" means (x) if the holder of the Company Option is not an "accredited investor" (within the meaning of Regulation D under the Securities Act) or Parent reasonably believes such holder is not an "accredited investor", a cash amount equal to (1) the Cash Option Consideration less (2) the Per Option Adjusted Escrow Amount, and (y) for each other holder of a Company Option, (1) a cash amount equal to the Cash Option Consideration multiplied by the Cash Portion Allocation Ratio, and (2) a number of Parent Ordinary Shares equal to the excess of (A) the quotient obtained by dividing (I) the Cash Option Consideration multiplied by the Stock Portion Allocation Ratio, by (II) the Parent Share Price (such aggregate number of Parent Ordinary Shares payable in respect of all Eligible Options described within this clause (y)(2), the "Aggregate Optionee Stock Consideration") over (B) the Per Share Adjusted Escrow Amount.

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"Option Payment Schedule" has the meaning set forth in Section 3.1(a)(iii)(A).
"Option Surrender Form" has the meaning set forth in Section 3.1(a)(iii)(A).
"Optionee Per Share Cash Adjustment" means the quotient obtained by dividing (i) the product of the Aggregate Optionee Stock Consideration multiplied by the Parent Share Price by (ii) the Outstanding Share Number.
"Optionee Per Share Stock Adjustment" means the quotient obtained by dividing (i) the Aggregate Optionee Stock Consideration by (ii) the Outstanding Share Number.
"Order" means any decree, injunction, judgment, order, doctrine, ruling, assessment, penalty, award, or writ issued by a Governmental Entity or an arbitrator.
"Outside Date" has the meaning set forth in Section 9.1(b).
"Outstanding Share Number" means the number of shares of Company Common Stock and Company Class B Common Stock issued and outstanding immediately prior to the Effective Time other than shares of capital stock of the Company to be cancelled pursuant to Section 3.1(b) (assuming for such purpose the exchange by those holders of Company Notes and Company Warrants electing to participate in the Pre-Closing Recapitalization).
"Owned Company Intellectual Property" means any Intellectual Property that is owned or purported to be owned by the Company or any of its Subsidiaries.
"Parent" has the meaning set forth in the preamble hereto.
"Parent Board of Directors" means the board of directors of Parent.
"Parent Fundamental Representations" means the representations in Section 5.1 ("Organization and Related Matters") and Sections 5.2(a), 5.2(b)(i) and 5.2(b)(ii) ("Authorization; No Conflicts").
"Parent Indemnitees" has the meaning set forth in Section 10.2.
"Parent Material Adverse Effect" means any event, occurrence, fact, condition, circumstance or change that has had, or would reasonably be expected to have, individually or in the aggregate with any other event, occurrence, fact, condition, circumstance or change, a material adverse effect on (i) the business results, operations, or condition (financial or otherwise) of Parent and its Subsidiaries, taken as a whole, or (ii) the ability of Parent to consummate the transactions contemplated by this Agreement and the other Transaction Documents on a timely basis; provided, that for purposes of clause (i) above, Parent Material Adverse Effect shall not include any event, occurrence, fact, condition, circumstance or change directly arising out of or attributable to: (a) changes after the date hereof in general economic, political or regulatory conditions, (b) conditions generally affecting the industry in which Parent and its Subsidiaries operate, (c) any changes after the date hereof in financial or securities markets in general, (d) acts of war (whether or not declared), armed hostilities or terrorism (including cyber terrorism), or other national or international calamity, crisis or emergency or the escalation or worsening of any of the foregoing after the date hereof, or natural disasters (including earthquakes, hurricanes, tsunamis, storms, fires, floods and other natural catastrophes) occurring after the date hereof, (e) any changes after the date hereof in applicable Law or GAAP, (f) any event, occurrence, fact, condition, circumstance or change related to or resulting from the public announcement of the transactions contemplated by this Agreement, (g) any action taken (or omitted to be taken) by Parent or any of its Subsidiaries to the extent expressly required by this Agreement (other than Parent's obligations pursuant to Section 7.2(b)(i)) or at the Company's written instruction, (h) any event, change or effect directly resulting from a breach of this Agreement or the other Transaction Documents by the Company, (i) any event, occurrence, fact, condition, circumstance or change resulting from the identity of the Company or its Affiliates; (j) decreases or fluctuations in Parent's share price or any failure of Parent to meet any projections, forecasts, guidance, estimates, milestones, budgets or internal or published financial or operating predictions of revenue, earnings, cash flow or cash position (it being understood that the exception in this clause (j) shall not prevent or otherwise affect a determination that the underlying cause of any such change or failure referred to therein (to the extent not otherwise falling within any of the exceptions provided by clauses (a) through (i) hereof)

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may contribute to a Parent Material Adverse Effect); provided, further, that any event, occurrence, fact, condition, circumstance or change referred to in clauses (a), (b), (c), (d) or (e) above shall be taken into account in determining whether a Parent Material Adverse Effect has occurred or would reasonably be expected to occur if such event, occurrence, fact, condition, circumstance or change has had or would reasonably be expected to have a disproportionate effect on Parent and its Subsidiaries compared to other participants in the industry in which Parent or any of its Subsidiaries conducts its business.

"Parent Ordinary Shares" means the ordinary shares of Parent, par value $0.001 per share.

"Parent SEC Reports" has the meaning set forth in Section 5.4.

"Parent Share Price" means $33.01.

"Parent Shareholder Approval" has the meaning set forth in the recitals hereto.

"Parent Shareholders' Agreement" means that certain Amended and Restated Shareholders' Agreement of Parent, dated as of January 24, 2013, by and among Parent and the shareholders of Parent party thereto, as amended or restated from time to time.

"Parent Specified Representations" means the Parent Fundamental Representations and the representations and warranties of Parent set forth in Section 5.17 ("No Brokers or Finders").

"Parent Termination Fee" has the meaning set forth in Section 9.3(b).

"Parent Vessel" means each ship owned or operated by Parent and its Subsidiaries.

"Party" and "Parties" have the meanings set forth in the preamble hereto.

"Paying Agent" has the meaning set forth in Section 3.2(a)(ii).

"Payoff Amounts" has the meaning set forth in Section 8.2(e).

"Payoff Letters" has the meaning set forth in Section 8.2(e).

"Per Option Adjusted Escrow Amount" means the quotient obtained by dividing the Non-Accredited Escrow Cash Adjustment by the Aggregate Non-Accredited Options.

"Per Share Cash Consideration" means (i) the Company Share Value less (ii) the product of (x) the Per Share Stock Consideration and (y) the Parent Share Price.

"Per Share Contingent Consideration" means the quotient obtained by dividing the Contingent Payment, if any, payable pursuant to Section 3.6 by the Fully-Diluted Share Number (not including for such purpose any Company Class B Common Stock).

"Per Share Escrow Amount" means the quotient obtained by dividing the Escrow Amount by the Fully-Diluted Share Number.

"Per Share Adjusted Escrow Amount" means the quotient obtained by dividing the Adjusted Share Escrow Amount by the Fully-Diluted Share Number (but for this purpose not including the Aggregate Non-Accredited Options).

"Per Share Representative Holdback Amount" means the quotient obtained by dividing the Representative Holdback Amount by the Fully-Diluted Share Number.

"Per Share Stock Consideration" means the quotient obtained by dividing the number of Parent Ordinary Shares included in the Aggregate Stock Consideration by the Outstanding Share Number.

"Permit" means any approvals, authorizations, consents, licenses, permits, franchises or certificates or order and any extension, modification, amendment or waiver of the foregoing, required to be issued by any Governmental Entity.

"Permitted Liens" means: (a) Liens for Taxes and other governmental assessments, or similar charges, not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings (provided that any such contested amounts have been reserved against on the Company Financial Statements in accordance with GAAP), (b) mechanics', materialmen's, carriers', workers', repairers' and statutory liens arising or incurred in the ordinary and usual course of business that are not material to the business, operations and financial condition of the Company, that do not result from a breach, default or violation by the Company or any of its Subsidiaries, and which are not yet due and payable, (c) zoning, entitlement and other land use and environmental regulations by Governmental Entities; provided, that such regulations have not been violated, (d) such easements, covenants, conditions, restrictions, agreements, states of fact, rights of way and other matters or encumbrances disclosed in policies of title insurance which have been made available to Parent and which do not, individually or in the aggregate, impair the use or value of the property, (e) purchase money Liens and Liens securing rental payments under capital lease arrangements, (f) Liens that will be released and discharged at or prior to the Closing (or if the Company receives the approvals and consents necessary to permit the New Ship Build Agreements to remain in effect as of and after Closing, the Liens related to the New Ship Build Agreements), (g) maritime Liens over a Company Vessel or Parent Vessel, as applicable, arising in the ordinary course of business that, individually or in the aggregate, do not and would not reasonably be expected to materially detract from the present value, or materially impair or interfere with the present use, or result in the forfeiture or sale, of the relevant Company Vessel or, as applicable, Parent Vessel, (h) Liens created by any act of Parent or Merger Sub, and (i) Liens that, individually or in the aggregate, do not and would not reasonably be expected to materially detract from the present value, or materially impair or interfere with the present use, or result in the forfeiture or sale, of the property or asset subject thereto or affected thereby.

"Person" means an association, a corporation, an individual, a partnership, a limited liability company, an unlimited liability company, a limited liability partnership, a trust, Governmental Entity or any other entity or organization.

"Personal Property" has the meaning set forth in Section 4.13.

"Pre-Closing Recapitalization" has the meaning set forth in Section 2.1.

"Pre-Closing Tax Period" means any taxable period (or portion thereof) ending on or before the Closing Date.

"Prohibited Payments" means any (i) declaration, payment or cash withdrawal of dividends, profits or reserves, (ii) payment of any management fees, monitoring fees, advisory fees or directors' fees (in each case, other than pursuant to existing Material Contracts as of the date hereof), (iii) non-ordinary course advance or extension of any loan, (iv) non-ordinary course assumption, indemnification, release, waiver or payment of any liability of a third party, (v) non-ordinary course payment or transfer of any assets, rights, value or benefit to or for the benefit of a third party, or (vi) other than in connection with the payment obligations of the Company contemplated by Article III, granting of any other cash benefit by the Company and its Subsidiaries to any Company Stockholder or any Affiliate thereof, in each case, other than to the Company or a Subsidiary thereof; provided, that payments by or the incurrence of any liabilities (x) expressly provided for in this Agreement in connection with the Merger or (y) related to compensation payable to Employees in the ordinary course consistent with past practice shall in no event be Prohibited Payments.

"Proposed Contingent Payment Amount" has the meaning set forth in Section 3.6(a).

"Proposed Contingent Payment Amount Statement" has the meaning set forth in Section 3.6(a).

"Real Property Leases" has the meaning set forth in Section 4.10(a)(xi).

"Regent" means Seven Seas Cruises, S. de R.L., a sociedad de responsabilidad limitada organized under the Laws of the Republic of Panama.

"Regent Credit Agreement" means that certain Credit Agreement, dated as of August 21, 2012, by and among, inter alios Classic Cruises, LLC, a Delaware limited liability company and Classic Cruises II, LLC, a Delaware limited liability company, collectively as Holdings, Regent and SSC Finance Corp., a Delaware corporation, as borrowers, the lenders from time to time party thereto and Deutsche Bank AG, New York Branch, as administrative agent and collateral agent (as amended, restated, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time).

"Related Party Contracts" has the meaning set forth in Section 3.5(a)(v).

"Related Persons" has the meaning set forth in Section 4.21.

"Representative Holdback Amount" means $2,000,000.

"Representatives" means, when used with respect to any Person, the directors, officers, employees, consultants, accountants, legal counsel, financing sources, investment bankers or other financial advisors, agents and other representatives of such Person, as applicable, and its Subsidiaries, if applicable.

"Required Consents" has the meaning set forth in Section 7.4(a).

"Required Information" means (a) all financial and other information required by Paragraphs 7 and 8 of Exhibit F to the Debt Financing Commitments, (b) all financial and other information regarding the business of the Company and its Subsidiaries that is required by Regulation S-X and Regulation S-K under the Securities Act for a registered public offering of debt securities on Form S-1 (other than the portions thereof customarily provided by financing sources) but limited to the type and form customarily included in private placements of debt securities under Rule 144A of the Securities Act and subject to exceptions customary for a Rule 144A offering involving high yield debt securities, including that such information shall not be required to include financial statements or information required by Rules 3-10 or 3-16 of Regulation S-X, Compensation Discussion and Analysis otherwise required by Regulation S-K Item 402 or other information customarily excluded from a Rule 144A offering memorandum, to consummate the offering(s) of debt securities contemplated by the Debt Financing Commitment, assuming that such offering(s) were consummated at the same time during the Company's fiscal year as such offering(s) of debt securities will be made and (c) all necessary information in order to assist in receiving a customary "comfort" letter (including as to "negative assurance" comfort and change period) from the Company's independent accountants in connection with the offering(s) of debt securities contemplated by the Debt Financing Commitments; it being understood and agreed that (i) such comfort letter shall not be required to cover any forward-looking information or run-rate or pro forma cost savings adjustments to EBITDA and (ii) "Required Information" shall not include pro forma financial information or projections, including pro forma financial information that may be required under Article 11 of Regulation S-X, which in each case shall be the responsibility of Parent (without waiver of the obligations of the Company under Section 7.5(e)).

"Review Period" has the meaning set forth in Section 3.6(b)(i).

"Riviera Loan Documents" means (i) that certain loan agreement, dated as of July 18, 2008 (as amended, restated, amended and restated, replaced, refinanced, extended, supplemented or otherwise modified from time to time, the "Riviera Loan Agreement"), by and among inter alios Marina New Build LLC, a limited liability company formed in the Marshall Islands, Calyon as agent and SACE agent and the banks and financial institutions from time to time party thereto, (ii) the "Guarantees" as defined in the Riviera Loan Agreement and (iii) any other "Finance Documents" as defined in the Riviera Loan Agreement (each as amended, restated, amended and restated, replaced, refinanced, extended, supplemented or otherwise modified from time to time).

"Sarbanes-Oxley Act" has the meaning set forth in Section 4.5(d).

"Schedules" means the Schedules dated the date hereof and delivered contemporaneously herewith relating to this Agreement.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, and the rules and regulations promulgated thereunder.

"Special Commencement Date" has the meaning set forth in Section 2.4.

"Stock Portion Allocation Ratio" means one (1) minus the Cash Portion Allocation Ratio.

"Stockholder Indemnitees" has the meaning set forth in Section 10.3.

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"Stockholders' Representative" has the meaning set forth in the preamble hereto.

"Straddle Period" means any taxable period beginning on or before and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any Person in which such Person (a) owns, directly or indirectly, in excess of 50% of the outstanding share capital, voting securities or other equity interests or (b) is entitled, directly or indirectly, to appoint a majority of the board of directors, board of managers or comparable body of such Person.

"Survival Period" has the meaning set forth in Section 10.1.

"Surviving Corporation" has the meaning set forth in Section 2.2.

"Tax" means (i) any tax imposed by a Governmental Entity of any nature, including any and all federal, state, local, foreign or other taxes of any kind, fees or assessments with respect to income, franchises, premiums or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment, excise, ad valorem, value added, license, premium, windfall profits, environmental, customs, duties, disability, registration, alternative, add-on minimum, escheat, abandoned property, transfer, franchise, profits, inventory, severance, stamp, occupation, property and estimated or other similar taxes, levies, fees, charges or assessments of any kind (including withholding on amounts paid to or by any Person), (ii) any interest, fines, penalties, assessments or additions to any tax with respect to any of the foregoing and (iii) any liability for the payment of any amounts of the type described in (i) of (ii) of any other Person as a transferee or successor, or by contract, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provisions under Law), operation of Law or otherwise.

"Tax Claim" has the meaning set forth in Section 7.12(b)(i).

"Tax Returns" means all returns, reports, forms, declarations, schedules and statements (including amendments thereto) filed or required to be filed with any Governmental Entity relating to Taxes, including any attachment, information return, claim for refund or declaration of estimated Tax.

"Third Party Claim" has the meaning set forth in Section 10.5(a).

"Threshold Amount" has the meaning set forth in Section 10.4(b).

"Tolling Event" means the occurrence of any "default," "event of default" or similar term under and as defined in the debt documents of Parent and its Subsidiaries listed on Schedule 1.1, in each case, as in effect on the date hereof.

"Tolling Event Disruption" means the occurrence of a Tolling Event that disrupts any Marketing Period.

"TPG" has the meaning set forth in the Parent Shareholders' Agreement.

"TPG Approval" means the prior written approval of this Agreement and the transactions contemplated hereby, including the Merger, by TPG as required by Section 6(b)(vi) of the Parent Shareholders' Agreement.

"Trademarks" means all worldwide rights, title and interest in or relating to trademarks, trade names, applications for trademark registration, service marks, applications for service mark registration, domain names, logos, along with all registrations and applications for registrations pertaining to any of the foregoing, and all goodwill associated therewith.

"Transaction Documents" mean this Agreement, the Escrow Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed in connection with the transactions contemplated by this Agreement.

"Transfer" has the meaning set forth in Section 3.6(d).

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"Transfer Tax" means any federal, state, county, local, foreign and other sales, use, transfer, conveyance, documentary transfer, recording or other similar tax, fee or charge imposed upon the direct or indirect sale, transfer or assignment of property or any interest therein or the recording thereof, and any interest, penalties and additions to tax with respect thereto.

"Treasury Regulations" means the Income Tax Regulations promulgated under the Code, as amended from time to time.

"Unaudited Financial Statements" means the unaudited consolidated balance sheets of the Company and its Subsidiaries as at June 30, 2014 and the related unaudited consolidated statements of income and cash flows for the six-month period then ended.

"Voting Debt" has the meaning set forth in Section 4.2(f).

"Waived 280G Benefits" has the meaning set forth in Section 7.11(c).

1.2 Interpretation. All terms defined herein have the meanings assigned to them herein for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. "Include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import. "Writing," "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form. Any instrument or Law defined or referred to herein means such instrument or Law as from time to time amended, modified or supplemented, including (in the case of instruments) by waiver or consent and (in the case of any Law) by succession of comparable successor Laws and includes (in the case of instruments) references to all attachments thereto and instruments incorporated therein. References to a Person are, unless the context otherwise requires, also to its successors and permitted assigns. The word "or" shall not be exclusive. Any term defined herein by reference to any instrument or Law has such meaning whether or not such instrument or Law is in effect. "Shall" and "will" have equal force and effect. "Hereof," "herein," "hereunder" and comparable terms refer to the entire instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto. References in an instrument to "Article," "Section" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision of or an attachment to such instrument. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. Any reference in this Agreement to "$" shall mean U.S. dollars.

Article II

PRE-CLOSING RECAPITALIZATION; THE MERGER

2.1 Pre-Closing Recapitalization. Prior to the Closing Date, the Company shall use its reasonable best efforts to cause the holders of the Company Notes and Company Warrants to exchange such securities for shares of Company Common Stock or Company Class B Common Stock in accordance with the plan of recapitalization described in Schedule 2.1 (the "Pre-Closing Recapitalization"). Parent shall have the right to review and comment on all documentation related to the Pre-Closing Recapitalization at least five (5) Business Days prior to the proposed consummation of the Pre-Closing Recapitalization and such documentation must be in a form and substance reasonably satisfactory to Parent prior to its execution by the Company or any holder of Company Notes or Company Warrants. Notwithstanding anything in this Agreement to the contrary, while the Company shall be required to exercise its reasonable best efforts to effect the Pre-Closing Recapitalization in accordance with this Section 2.1, the failure to secure the exchange of all of the Company Notes and Company Warrants for shares of Company Common Stock or Company Class B Common Stock in accordance with the plan of recapitalization described in Schedule 2.1 shall in no event constitute the failure to satisfy any condition of any Party to consummate the Closing.

2.2 The Merger. On the terms and subject to the conditions set forth in this Agreement and in the Certificate of Merger, and in accordance with the Laws of the Republic of Panama, at the Effective Time, (a) Merger Sub will merge with and into the Company (the "Merger"), and (b) the separate corporate existence of Merger Sub will cease and the Company will continue its corporate existence under the Laws of the Republic of Panama as the surviving corporation in the Merger (sometimes referred to herein as the "Surviving Corporation").

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2.3 Effects of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of the Laws of the Republic of Panama.

2.4 Closing. Unless this Agreement shall have been terminated pursuant to Article IX hereof, the transactions contemplated by this Agreement shall take place at a closing (the “Closing”) to be held at the offices of Weil, Gotshal & Manges LLP, 1395 Brickell Avenue, Suite 1200, Miami, FL 33131, or at such other location as may be agreed upon in writing by the Parties hereto. The Closing shall take place at 10:00 a.m., New York City Time, on the third (3rd) Business Day following the satisfaction or waiver of the conditions to the transactions contemplated by this Agreement contained in Article VIII (other than conditions which, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at Closing), or on such other date as may be agreed upon in writing by Parent and the Company (the date on which the Closing occurs is herein referred to as the “Closing Date”); provided, that in no event shall Parent be obligated to consummate the Closing if the Marketing Period has not ended prior to the time that the Closing would otherwise have occurred, in which case the Closing shall not occur until the earlier to occur of (i) a date before or during the Marketing Period specified by Parent on three (3) Business Days’ prior written notice to the Stockholders’ Representative and (ii) the third (3rd) Business Day immediately following the final day of the Marketing Period; provided, that if the Marketing Period has ended and such date in the foregoing clause (ii) would cause the Closing to occur after the Outside Date, then the Closing shall for purposes of the foregoing clause (ii) occur on the Outside Date; subject to, in each case, the satisfaction or, if permissible, waiver of the conditions set forth in Article VIII (other than conditions which, by their nature, are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at Closing). Notwithstanding the foregoing, if, as of any date, the Marketing Period would commence but for the failure of the condition to Closing set forth in Section 8.2(f) to be satisfied as of such date (the “Special Commencement Date”), then if in the event that the Debt Financing Sources have notified Parent in writing that (1) as of such date, the Debt Financing Sources will be ready, willing and able to fund the Debt Financing on the terms set forth in the Debt Financing Commitments notwithstanding the failure of the condition to Closing set forth in Section 8.2(f) and the corresponding condition in the Debt Financing Commitments to be satisfied and at such time all of the other conditions to Closing set forth in this Agreement have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing), the Marketing Period shall commence and (2) following the successful completion of the Marketing Period, the Debt Financing Sources (A) reaffirm in writing that they are ready, willing and able to fund the Debt Financing on the terms set forth in the Debt Financing Commitments notwithstanding the failure of the condition to Closing set forth in Section 8.2(f) and the corresponding condition in the Debt Financing Commitments to be satisfied and at such time all of the other conditions to Closing set forth in this Agreement have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing), and (B) fund the Debt Financing on such terms, then Parent agrees that it shall be obligated to consummate the Merger on the terms set forth in this Agreement subject to the conditions set forth herein (other than the condition to Closing set forth in Section 8.2(f) hereof). The Parties hereto acknowledge and agree that, if at any period of time following the Special Commencement Date and prior to the Closing, the Debt Financing Sources either indicate in writing or otherwise give Parent reasonable cause to determine that they are no longer willing to fund the Debt Financing on the terms set forth under the Debt Financing Commitments unless and until they are otherwise so obligated to do so under the terms of the Debt Financing Commitments, the Marketing Period shall be deemed not to have commenced (and the Company acknowledges and agrees that any failure to consummate the Merger in such circumstances shall not in and of itself constitute a breach of the terms hereof by Parent or give rise to any termination right by the Company hereunder). All proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing shall be deemed to have been taken and executed simultaneously, and no proceedings shall be deemed taken nor any documents executed or delivered until all have been taken, executed and delivered.

2.5 Effective Time. Subject to the provisions of this Agreement, at the Closing, the Parties will cause a certificate of merger in the proper legal form required under the Laws of the Republic of Panama and substantially in form and substance reasonably satisfactory to Parent and the Company (the “Certificate of Merger”), approved by the affirmative vote by written consent of the holders of at least a majority of the outstanding shares of Company Common Stock and the sole shareholder of Merger Sub, to be executed by all or a majority of the directors of the Company and Merger Sub, and, simultaneously

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with the Closing, to be filed with the Public Registry of Panama (Registro Público) in accordance with the relevant provisions of the Laws of the Republic of Panama and shall make all other filings or recordings required under the Laws of the Republic of Panama. The Merger will become effective at such time as the Certificate of Merger has been duly recorded with the Public Registry of Panama (Registro Público) (the effective time of the Merger being hereinafter referred to as the "Effective Time").

2.6 Articles of Incorporation; Directors and Officers. Unless otherwise determined by Parent and the Company prior to the Effective Time:

(a) the articles of incorporation of the Surviving Corporation shall be amended and restated as of the Effective Time to be the same as the articles of incorporation of Merger Sub as in effect immediately prior to the Effective Time and, until thereafter further amended in accordance with its terms and as provided by the Laws of the Republic of Panama, shall be the amended and restated articles of incorporation of the Surviving Corporation; and

(b) the directors and officers of Merger Sub immediately prior to the Effective Time shall be the only directors and officers of the Surviving Corporation immediately after the Effective Time until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation of the Surviving Corporation.

Article III

EFFECT ON THE CAPITAL STOCK OF THE CONSTITUENT ENTITIES; AGGREGATE MERGER CONSIDERATION

3.1 Effect on Capital Stock and Options.

(a) Treatment of Company Common Stock, Company Class B Common Stock and Company Options. Upon the terms and subject to the conditions set forth herein, at the Effective Time, by virtue of the Merger and without any action on the part of any Party hereto or any other Person:

(i) Company Common Stock.

(A) No later than three (3) Business Days prior to the Closing, the Company shall deliver to Parent a schedule setting forth, as of the Effective Time, (i) the Aggregate Note Payoff Amount, (ii) a list of all Company Notes that have not been delivered for exchange in connection with the Pre-Closing Recapitalization and (iii) the holder of each such Company Note (the "Note Payment Schedule").

(B) Each share of Company Common Stock that is outstanding immediately prior to the Effective Time (other than shares that are owned by the Company as treasury stock) shall be cancelled and automatically converted into the right to receive:

(1) an amount in cash, without interest, equal to (1) (x) the Per Share Cash Consideration plus (y) the Optionee Per Share Cash Adjustment less (2) the Per Share Representative Holdback Amount;

(2) a number of Parent Ordinary Shares equal to (1) the Per Share Stock Consideration less (2) the Per Share Adjusted Escrow Amount less (3) the Optionee Per Share Stock Adjustment;

(3) an amount of cash, without interest, equal to the Per Share Contingent Consideration, if any, payable pursuant to the terms and conditions set forth in Section 3.6;

(4) subject to Article X, a pro rata share of any Parent Ordinary Shares to be released from the Escrow Account in respect of such share of Company Common Stock in accordance with Article X and the Escrow Agreement as and when such releases are required to be made; and

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(5) a pro rata share of any remaining portion of the expense holdback, which shall be released by the Stockholders' Representative following fulfillment of its obligations hereunder.

(ii) Company Class B Common Stock. Each share of Company Class B Common Stock that is outstanding immediately prior to the Effective Time (other than shares that are owned by the Company as treasury stock) shall be cancelled and automatically converted into the right to receive:

(A) an amount in cash, without interest, equal to (1) (x) the Per Share Cash Consideration plus (y) the Optionee Per Share Cash Adjustment less (2) the Per Share Representative Holdback Amount;

(B) a number of Parent Ordinary Shares equal to (1) the Per Share Stock Consideration less (2) the Per Share Adjusted Escrow Amount less (3) the Optionee Per Share Stock Adjustment;

(C) subject to Article X, a pro rata share of any Parent Ordinary Shares to be released from the Escrow Account in respect of such share of Company Class B Common Stock in accordance with Article X and the Escrow Agreement as and when such releases are required to be made; and

(D) a pro rata share of any remaining portion of the expense holdback, which shall be released by the Stockholders' Representative following fulfillment of its obligations hereunder.

The number of Parent Ordinary Shares into which each Company Stockholder's shares of Company Common Stock and Company Class B Common Stock are so converted shall be determined in accordance with the terms of this Agreement. The offer and issuance of Parent Ordinary Shares shall be conducted pursuant to the exemption provided by Regulation D under the Securities Act; provided, that notwithstanding anything to the contrary in this Agreement, if the offer and issuance of Parent Ordinary Shares to the holders of Company Common Stock and Company Class B Common Stock cannot be effected in compliance with the requirements of Regulation D under the Securities Act, then Parent shall replace any Parent Ordinary Shares that, but for this paragraph, would otherwise have become issuable pursuant to Section 3.1(a)(i)(B) or Section 3.1(a)(ii)(B) to any Company Stockholder with an amount of cash in lieu of Parent Ordinary Shares calculated on the basis described in the last sentence of this paragraph. Whether the offer and issuance of Parent Ordinary Shares can be conducted in accordance with Regulation D shall be determined by Parent, in its sole discretion, based on the number of Company Stockholders (x) who have returned the an investor questionnaire in form and substance reasonably satisfactory to Parent and the Company indicating that such Company Stockholders do not qualify as "accredited investors" (as such term is defined in Regulation D under the Securities Act) or (y) with respect to whom Parent does not have a reasonable basis to conclude qualify as "accredited investors". In such case, the amount of cash delivered in lieu of the Parent Ordinary Shares shall be determined by multiplying the number of Parent Ordinary Shares that would have been issued by the Parent Share Price and corollary adjustment shall be made to the Per Share Cash Consideration and Per Share Stock Consideration.

(iii) Conversion of Certain Stock Options.

(A) No later than five (5) Business Days prior to the Closing, the Company shall deliver to Parent a schedule setting forth, as of the Effective Time, (i) a list of all Company Options, (ii) the holder of such Company Option, (iii) the exercise price for such Company Option, and (iv) the amount of Option Consideration payable to each holder (the "Option Payment Schedule").

(B) Immediately prior to the Effective Time, each then-outstanding Company Option shall terminate and be cancelled by the Company and, in the case of Eligible Options, shall automatically be converted into the right to receive (i) (x) the Option Consideration less (y) the Per Share Representative Holdback Amount, (ii) an amount of cash, without interest, equal to the Per Share Contingent Consideration, if any, payable pursuant to the terms and

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conditions set forth in Section 3.6, (iii) with respect to the holders of Eligible Options subject to clause (x) of the definition of Option Consideration, subject to Article X, a pro rata share of any cash to be released from the Escrow Account in respect of such Eligible Option in accordance with Article X and the Escrow Agreement as and when such releases are required to be made, (iv) with respect to the holders of Eligible Options subject to clause (y) of the definition of Option Consideration, subject to Article X, a pro rata share of any Parent Ordinary Shares to be released from the Escrow Account in respect of such Eligible Option in accordance with Article X and the Escrow Agreement as and when such releases are required to be made and (v) a pro rata share of any remaining portion of the expense holdback, which shall be released by the Stockholders' Representative following fulfillment of its obligations hereunder. Except as otherwise provided below, the aggregate Option Consideration shall be paid by the Surviving Corporation to the holders of the Eligible Options as soon as reasonably practicable after the Closing Date, but in no event later than ten (10) Business Days after the Closing Date; provided, that in no event shall any amount be paid to any holder of Eligible Options until such holder delivers to the Company, with a copy to Parent, a properly completed and duly executed option surrender form in form and substance reasonably satisfactory to Parent and the Company (an "Option Surrender Form"). For the avoidance of doubt, Company Options that are not Eligible Options shall be cancelled immediately prior to the Closing, the holders of such Company Options shall not be entitled to receive any payments or consideration whatsoever with respect to such Company Options as a result of the Merger or the cancellation of such Company Options, and the Company shall have no further obligation with respect to such Company Options.

(C) Prior to the Effective Time, the Company shall take, or cause to be taken, all such actions as are necessary or appropriate in connection with the termination and cancellation of all Company Options. All stock option plans of the Company and its Subsidiaries shall be terminated prior to or as of the Closing.

(iv) Treatment of Company Notes and Company Warrants. Any Company Note that remains outstanding as of immediately prior to the Closing shall be repaid at the Effective Time pursuant to and in accordance with the terms of such Company Note. Any Company Warrant that remains outstanding as of immediately prior to the Closing shall be automatically terminated and cancelled at the Effective Time pursuant to and in accordance with the terms of such Company Warrant.

(b) Treatment of Company Capital Stock Owned by the Company. At the Effective Time, all shares of Company Common Stock and Company Class B Common Stock that are owned by the Company as treasury stock immediately prior to the Effective Time shall be cancelled and extinguished without any conversion thereof or payment of any cash or other property or consideration therefor and shall cease to exist.

(c) Treatment of Merger Sub Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub or any other Person, each share of capital stock of Merger Sub that is issued and outstanding immediately prior to the Effective Time shall be converted into and become one share of common stock of the Surviving Corporation (and the shares of the Surviving Corporation into which the shares of Merger Sub capital stock are so converted shall be the only shares of the Surviving Corporation's capital stock that are issued and outstanding immediately after the Effective Time). From and after the Effective Time, each certificate evidencing ownership of a number of shares of Merger Sub capital stock will evidence ownership of such number of shares of common stock of the Surviving Corporation.

(d) No Interest. Notwithstanding anything to the contrary contained herein, no interest shall accumulate on any cash payable in connection with the consummation of the Merger or the other transactions contemplated herein.

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3.2 Payment and Exchange Procedures.

(a) Surrender of Certificates.