

Appendix I

Compensation for Disability for Officers

- A) For the purposes of this Appendix, the term: "Officers" means: Master, Staff Captain, Chief Officer, 1st Engineer, Chief Electrician, Staff Chief Engineer, 2nd Officer, 2nd Engineer, 1st Electrician, Air Conditioning Engineer, 3rd Engineer, 3rd Engineer Sanitation, 2nd Electrician, Chief Housekeeper, Chief Purser, Bar Manager, Food and Beverage Manager, Executive Chef, and, Maitre D'.
- B) If the Officer, due to no fault of his or her own, meets with an accident while working on board or while traveling to or from the vessel on company business at Company expense, and as a result the Officer's ability to work is reduced, the Company shall pay the Officer disability compensation at a percentage depending on the degree of disability of up to USD eighty-thousand dollars (\$80,000). The degree of disability shall be determined by a competent doctor or medical institution agreed upon by the Union and the Company. This amount of compensation corresponding to the degree of disability is given in the table below.

Degree of Disability	Rate of Compensation for Officers
%	USD
100	80,000
75	60,000
60	48,000
50	40,000
40	32,000
30	24,000
20	16,000
10	8,000
5	4,000
3	2,400

- C) within differences, including less than ten percent (10%) disability, to be pro rata. Any payment under this Article shall be without prejudice to any claim for compensation in law, but all (100%) of such disability payments made under this contract shall be deducted from any award, settlement or recovery for damages received by the seafarer in connection with any claim or lawsuit arising out of the injuries or incident giving rise or in any way related to the disability payments. Insurance against such possible contingencies will be arranged.
- D) In cases that the seafarer's injury is not due to the Company's fault and provided that the seafarer has notified the Union of his/her complaint, the compensation payments under this clause shall be in full and final settlement of the seafarer's claim.




Appendix 2
to the
ITF Special Agreement effective from the 1st of January 2008
between ITF and Celebrity Cruises Inc.
(hereinafter the "ITF Special Agreement")
and the
Collective Agreement effective from the 1st of January 2008
between FIT-CISL and Celebrity Cruises Inc.
(hereinafter the "Collective Agreement")

The Ships covered by the ITF Special Agreement and the Collective Agreement are the following:

<u>Name of Ship</u>	<u>Port Registry</u>	<u>IMO No.</u>	<u>No. of Seafarers</u>
MERCURY	Bahamas	9106302	719
CENTURY	Bahamas	9072446	719
GALAXY	Bahamas	9106297	719
MILLENNIUM	Bahamas	9189419	791
INFINITY	Bahamas	9189421	791
SUMMIT	Bahamas	9192387	791
CONSTELLATION	Bahamas	9192399	791
AZAMARA JOURNEY	Malta	9200940	407
AZAMARA QUEST	Malta	9210218	407
SOLSTICE	(in 2008)		1255
EQUINOX	(in 2009)		1255

The payment of the ITF Welfare fund contribution in respect of each of the ships under Article 1e) and Schedule 2 of the ITF Special Agreement, is made in accordance with Article 31 of the Collective Agreement.

For CELEBRITY CRUISES INC.
and Azamara Cruises



 Maria Del Busto
 Vice President and
 Chief Human Resources Officer

12-7-7
LEGAL
 DcT

For FIT/CISL - Roma
 International Seafarers Dept.
 NAVI
 MINISTERO
 ROMA
 Remo DiRione

November 6, 2007

Appendix 3
to the
Collective Agreement effective the 1st of January 2008
between FIT-CISL and Celebrity Cruises Inc.
(hereinafter the "Collective Agreement")

WITH REGARD TO:

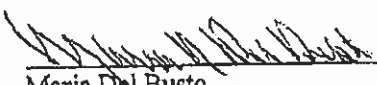
the Collective Agreement, effective from the 1st of January 2008 until the 31st of December 2009,

It has been agreed that a quarterly lump sum of USD 52,000,
as Union contributions, will be paid in advance starting the 1st of January 2008.

The payment will be made as follows:

FEDERAZIONE ITALIANA TRASPORTI – CISL – ITF, FOREIGN FLAG DEPT.,
Italy, Via Antonio Musa, 4, Phone 442861315 – Fax 4402991.

For CELEBRITY CRUISES INC.
and Azamara Cruises



Maria Del Busto
Vice President and
Chief Human Resources Officer



For FIT/CISL - Remo
International Seafarers Dept

Remo DiFiore



DFC - 7 2007

Date

Date

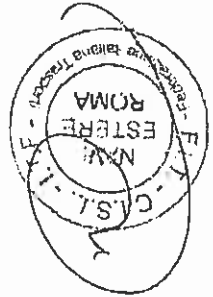
Collective Agreement between Celebrity Cruises Inc. and Federazione Italiana Trasporti – CISL – ITF, Effective
January 1, 2008.

Effective Jan 1, 2008
Celebrity Cruises - FT-ITF Wage Table

Appendix 4 - Marine Officers - 2008

Position Title	Benefit Value													
	Pension Plan	TED	IMO STCW	CAM Retired	Total ITF									
MASTER	10	14	12	13	14									
CHIEF ENGINEER, STAFF CAPTAIN	\$80	\$30	\$35	\$70	\$6,102									
CHIEF OFFICER, 1ST ENGINEER, CHIEF ELECTRICIAN, STAFF CHIEF ENGINEER	\$60	\$30	\$35	\$70	\$5,896									
2ND OFFICER, 2ND ENGINEER, 1ST ELECTRICIAN, AC ENGINEER	\$60	\$30	\$35	\$70	\$3,767									
3RD ENGINEER, 3RD ENGINEER SANITATION	\$60	\$30	\$35	\$70	\$3,081									
2ND ELECTRICIAN	\$60	\$30	\$35	\$70	\$2,951									
DECK CADET (RATINGS), ENGINE CADET (RATINGS)	\$80	\$30	\$35	\$70	\$2,694									

- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 44 HOURS PER WEEK
 3. MONTHLY INITIAL OVERTIME COMPENSATION FOR WORK BETWEEN 44 AND 66 HOURS PER WEEK
 4. MONTHLY SUPPLEMENTAL OVERTIME COMPENSATION FOR 147.82 ADDITIONAL GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY SUBSISTENCE ALLOWANCE
 6. MONTHLY COMPENSATION FOR SEVEN DAYS VACATION PAY (Based on Basic Pay)
 7. MONTHLY TOTAL GUARANTEED PAY for 560 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 8. GUARANTEED OVERTIME RATE PER HOUR FOR THE 147.82 ADDITIONAL GUARANTEED OVERTIME HOURS PER MONTH
 9. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE 560 GUARANTEED OVERTIME HOURS PER MONTH
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR IMPOSTICW
 12. ADDITIONAL NON COMPENSATION BENEFIT FOR CAM HIRING MEDICAL, STENOGEN, AND CID VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS,
 13. ADDITIONAL NON COMPENSATION BENEFIT FOR CAM HIRING MEDICAL, STENOGEN, AND CID VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS,
 14. ADDITIONAL NON COMPENSATION BENEFITS + MONTHLY TOTAL GUARANTEE



Effective Jan 1, 2008
 Celebrity Cruises - FIT-JTF Wage Table

Appendix 5 - Marine Ratings - 2008

Position Title	Barnell Values													
	Parade Plan	TAD	MO STCW	CAJ Rates	Total TF									
1... PULLER, Boston	1260	\$765	\$261	\$304	\$126	\$214	\$1,570	\$5.02	\$9.02	\$80	\$30	\$35	\$70	\$1,806
2... JOINER	1160	\$731	\$249	\$291	\$126	\$205	\$1,501	\$4.78	\$5.75	\$80	\$30	\$35	\$70	\$1,798
3... AB, MOTORMAN, VARBERG, UPHOLSTERER	1000	\$612	\$209	\$243	\$126	\$171	\$1,361	\$4.02	\$4.02	\$80	\$30	\$35	\$70	\$1,656
4... FITTER	0.870	\$486	\$169	\$197	\$126	\$135	\$1,127	\$3.25	\$3.25	\$80	\$30	\$35	\$70	\$1,522
5... SECURITY GUARD	0.850	\$404	\$138	\$161	\$126	\$119	\$941	\$2.65	\$3.18	\$80	\$30	\$35	\$70	\$1,398
6... DECK-ENGINE TRAINEE	0.320	\$196	\$67	\$78	\$126	\$95	\$521	\$1.28	\$1.54	\$80	\$30	\$35	\$70	\$718

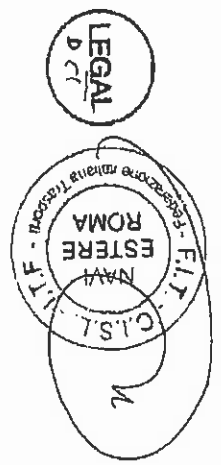
- * First Contract only
- Above values are in US Dollars
- 1... POSITION TITLE
 - 2... MONTHLY BASIC PAY FOR 44 HOURS PER WEEK
 - 3... MONTHLY PARTIAL OVERTIME COMPENSATION FOR WORK BETWEEN 44 AND 58 HOURS PER WEEK
 - 4... MONTHLY SUPPLEMENTAL OVERTIME COMPENSATION FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH
 - 5... MONTHLY SUBSISTENCE ALLOWANCE
 - 6... MONTHLY COMPENSATION FOR SEVEN DAYS VACATION PAY (Based on Basic Pay)
 - 7... MONTHLY TOTAL GUARANTEED PAY for 303.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 - 8... GUARANTEED OVERTIME RATE PER HOUR FOR THE 60.62 ADDITIONAL GUARANTEED OVERTIME HOURS PER MONTH
 - 9... EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE 303.10 GUARANTEED OVERTIME HOURS PER MONTH
 - 10... ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 - 11... ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 - 12... ADDITIONAL NON COMPENSATION BENEFIT FOR MORTGAGE
 - 13... ADDITIONAL NON COMPENSATION BENEFIT FOR CALIFORNIA MEDICAL, SHENGEN AND CHD VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS
 - 14... ADDITIONAL NON COMPENSATION BENEFITS + MONTHLY TOTAL GUARANTEE



Effective Jan 1, 2008
Celebrity Cruises - FIT-TF Wage Table
 Appendix 6 - Hotel Group A - 2008

Position	Benefit Value					Total FITF						
	TRD	Internal Access	11	12	12							
CHIEF HOUSEKEEPER 1	\$2,008	\$828	\$466	\$408	\$111	\$1,911	\$30.82	N/A	\$80	\$30	\$20	\$2,021
CHIEF PURSER	2,008	\$828	\$468	\$406	\$111	\$1,911	\$30.92	N/A	\$80	\$30	\$20	\$2,021
BAR MANAGER	1,899	\$785	\$394	\$344	\$94	\$1,817	\$26.18	N/A	\$80	\$30	\$20	\$1,727
FAB MANAGER	2,317	\$1,070	\$637	\$489	\$128	\$2,205	\$36.88	N/A	\$80	\$30	\$20	\$2,315
FAB CONTROLLER	2,008	\$928	\$486	\$408	\$111	\$1,911	\$30.82	N/A	\$80	\$30	\$20	\$2,021
EXECUTIVE CHEF	2,317	\$1,070	\$637	\$489	\$128	\$2,205	\$36.88	N/A	\$80	\$30	\$20	\$2,315
EXECUTIVE SOUS CHEF	2,008	\$928	\$486	\$408	\$111	\$1,911	\$30.82	N/A	\$80	\$30	\$20	\$2,021
CHEF DE CUISINE	1,859	\$859	\$431	\$376	\$103	\$1,769	\$28.63	N/A	\$80	\$30	\$20	\$1,879
WORKING CHEF/SOUS CHEF	1,699	\$785	\$394	\$344	\$94	\$1,617	\$26.18	N/A	\$80	\$30	\$20	\$1,727
PROVISION MASTER	2,008	\$928	\$468	\$406	\$111	\$1,911	\$30.82	N/A	\$80	\$30	\$20	\$2,021
REVENUE MANAGER	2,008	\$928	\$468	\$408	\$111	\$1,911	\$30.82	N/A	\$80	\$30	\$20	\$2,021
DINING ROOM MGR / MAINTNE D	1,859	\$859	\$431	\$376	\$103	\$1,769	\$28.63	N/A	\$80	\$30	\$20	\$1,879
TRAVELING SUPERVISOR	2,317	\$1,070	\$637	\$489	\$128	\$2,205	\$36.88	N/A	\$80	\$30	\$20	\$2,315

- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 60 HOURS GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY IN 30.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 12. ADDITIONAL NON COMPENSATION BENEFITS + BASE PAY
- * ALL AMOUNTS IN COLUMNS 2, 3, 4, 5 AND 6 ARE INCLUSIVE OF GRATUITIES PROVIDED BY GUESTS OTHER THAN ITSELF PER MONTH PAID BY EMPLOYER. GRATUITIES WILL BE SHARED BETWEEN GRATUITY EARNERS AND THOSE WHO ASSIST THEM. THE EMPLOYER WILL RECOMMEND THAT GUESTS PAY GRATUITIES FOR BEVERAGE SERVICE, DINING ROOM SERVICE AND STATEROOM SERVICE. THE EMPLOYER MAY ASSIST THE PROCESS OF GRATUITY SHARING.

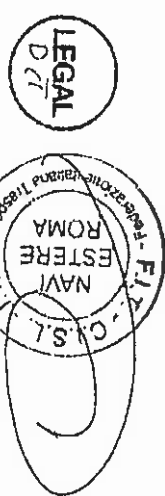


DRAFT - PROPOSED EFFECTIVE JAN 1, 2008 - 2% INCREASE
 Celebrity Cruises - FIT-JTF Wage Table
 Appendix 6 - Hotel Group B - 2008

1	Factor	2	3	4	5	6	7	8	Benefit Value			
									9	10	11	12
ASST CHIEF HOUSEKEEPER*	1.002	\$754	\$279	\$330	\$80	\$1,663	\$26,13	\$8.54	\$80	\$30	\$20	\$1,663
ADMINISTRATION PURSER	1.032	\$734	\$376	\$330	\$80	\$1,653	\$26,13	\$8.54	\$80	\$30	\$20	\$1,663
JUNIOR PURSER	1.164	\$547	\$275	\$240	\$66	\$1,127	\$18,23	\$4,74	\$60	\$30	\$20	\$1,237
APPRENTICE PURSER	1.000	\$402	\$232	\$202	\$55	\$832	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
LINENKEEPER	0.848	\$392	\$197	\$172	\$47	\$907	\$13,06	\$3,40	\$60	\$30	\$20	\$917
ASST LINENKEEPER	0.715	\$330	\$186	\$145	\$40	\$680	\$11,01	\$2,96	\$60	\$30	\$20	\$790
ADMINISTRATIVE ASSISTANT	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
TELEPHONIST	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
UTILITY SUPERVISOR	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
ASSISTANT FOOD MANAGER	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
ASST BAY MANAGER	1.164	\$547	\$275	\$240	\$66	\$1,127	\$18,23	\$4,74	\$60	\$30	\$20	\$1,237
COOK TOURNAIT	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
COOK	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
HEAD BREADPAK COOK	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
HEAD CREN COOK	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
DEPA CHIEF DE PARTIE	0.848	\$392	\$197	\$172	\$47	\$907	\$13,06	\$3,40	\$60	\$30	\$20	\$917
BUTCHER	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
ASSISTANT PASTRY CHIEF	1.164	\$547	\$275	\$240	\$66	\$1,127	\$18,23	\$4,74	\$60	\$30	\$20	\$1,237
PASTRY BAKER	0.715	\$330	\$186	\$145	\$40	\$680	\$11,01	\$2,96	\$60	\$30	\$20	\$790
HEAD BAKER	1.164	\$547	\$275	\$240	\$66	\$1,127	\$18,23	\$4,74	\$60	\$30	\$20	\$1,237
PANTRY CHIEF	1.164	\$547	\$275	\$240	\$66	\$1,127	\$18,23	\$4,74	\$60	\$30	\$20	\$1,237
HEAD BUTCHER	1.164	\$547	\$275	\$240	\$66	\$1,127	\$18,23	\$4,74	\$60	\$30	\$20	\$1,237
COOK ASSISTANT	0.848	\$392	\$197	\$172	\$47	\$907	\$13,06	\$3,40	\$60	\$30	\$20	\$917
COOK TRAINEE	0.715	\$330	\$186	\$145	\$40	\$680	\$11,01	\$2,96	\$60	\$30	\$20	\$790
STOREKEEPER	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
ASSISTANT STOREKEEPER	0.848	\$392	\$197	\$172	\$47	\$907	\$13,06	\$3,40	\$60	\$30	\$20	\$917
FLOREST	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062
TAILOR	1.000	\$462	\$232	\$202	\$55	\$932	\$15,40	\$4,01	\$60	\$30	\$20	\$1,062

- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 80.02 GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY FOR 202.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL MONTH COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL MONTH COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL MONTH COMPENSATION BENEFIT FOR INTEREST ACCESS
 12. ADDITIONAL MONTH COMPENSATION BENEFIT + BASE PAY

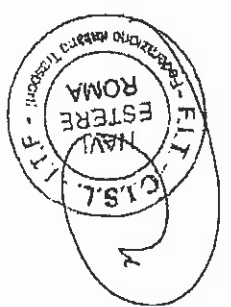
* ALL AMOUNTS IN COLUMNS 2, 3, 4, 5 AND 6 ARE INCLUSIVE OF GRATUITIES PROVIDED BY GUESTS OTT OR THAT \$690.00 PER MONTH PAID BY EMPLOYER. GRATUITIES WILL BE SHARED BETWEEN GRATUITY EARNERS AND THOSE WHO ASSIST THEM. THE EMPLOYER WILL RECOMMEND THAT GUESTS PAY GRATUITY FOR BEVERAGE SERVICE DINING ROOM SERVICE AND STATEROOM SERVICE. THE EMPLOYER MAY ASSIST THE PROCESS OF GRATUITY SHARING.



Effective Jan 1, 2008
 Celebrity Cruises - FIT-ITF Wage Table
 Appendix 6 - Hotel Group C - 2008

POSITION TITLE	Factor	Base Rate Value											
		2	3	4	5	8	7	8	9	10	11	12	
STATEROOM ATTENDANT*	1.000	\$462	\$232	\$202	\$65	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
HEAD STATEROOM ATTENDANT*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
HEAD BARTENDER*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
HEAD SOMMELIER*	1.000	\$482	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
WAITRESS*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
BAR SUPERVISOR*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
SOMMELIER*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
BARTENDER*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
HEAD BARTENDER*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
BAR SERVER*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
HEAD WAITRESS / ASST MAITRE D*	1.000	\$462	\$232	\$202	\$55	\$962	\$15.40	\$4.01	\$60	\$30	\$20	\$1,062	
CAPTAIN'S WAITER*	0.744	\$344	\$173	\$151	\$41	\$708	\$11.46	\$2.98	\$60	\$30	\$20	\$818	
ASST STATEROOM ATTENDANT*	0.744	\$344	\$173	\$151	\$41	\$708	\$11.46	\$2.98	\$60	\$30	\$20	\$818	

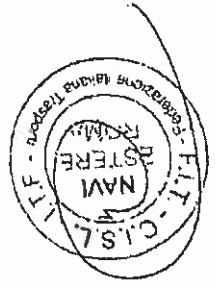
- Above values are all in US Dollars
- POSITION TITLE
 - MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 - MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK
 - MONTHLY COMPENSATION FOR 80.82 GUARANTEED OVERTIME HOURS PER MONTH
 - MONTHLY COMPENSATION FOR 5 DAYS VACATION PAY
 - TOTAL MONTHLY GUARANTEED PAY for 80.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 - SICK PAY PER DAY
 - EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 - ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 - ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 - ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 - ADDITIONAL NON COMPENSATION BENEFITS + BASE PAY
- * ALL AMOUNTS IN COLUMNS 2, 3, 4, 5 AND 8 ARE INCLUSIVE OF GRATUITIES PROVIDED BY GUESTS OTHER THAN \$60.00 PER MONTH PAID BY EMPLOYER. GRATUITIES WILL BE SHARED BETWEEN GRATUITY EARNERS AND THOSE WHO ASSIST THEM. THE EMPLOYER WILL RECOMMEND THAT GUESTS PAY GRATUITIES FOR BEVERAGE SERVICE, DINING ROOM SERVICE AND STATEROOM SERVICE. THE EMPLOYER MAY ASSIST THE PROCESS OF GRATUITY SHARING.



Effective Jan 1, 2008
 Celebrity Cruises - FTI-ITF Wage Table
 Appendix 6 - Hotel Group D - 2008

POSITION TITLE	Factor	Base Rate Values								Pension Plan	T&D	Internet Access	Total ITF
		2	3	4	5	6	7	8	9				
NIGHT ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
CHEL ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
PUBLIC AREA ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
UTILITY PEST CONTROL	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
HOTEL CLEANER	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
MESS ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
GALLERY UTILITY	0.653	\$302	\$151	\$132	\$36	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731	
UTILITY STOREKEEPER	0.653	\$302	\$151	\$132	\$36	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731	
BAR UTILITY	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
DINING ROOM UTILITY	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
ICE CREAM PARLOR MAN	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
UTILITY FLOWERSMAN	0.653	\$302	\$151	\$132	\$36	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731	
HEAD UTILITY/SUPV	0.653	\$302	\$151	\$132	\$36	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731	
UTILITY HOTEL	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
UTILITY GALLEY	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
BELL CAPTAIN	0.653	\$302	\$151	\$132	\$36	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731	
BELL ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.26	\$2.41	\$80	\$30	\$20	\$682	
CATERING TRAINEE	0.441	\$204	\$102	\$89	\$24	\$420	\$6.78	\$1.77	\$60	\$30	\$20	\$530	

- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 60.82 GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 2 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY for 80.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 12. ADDITIONAL NON COMPENSATION BENEFITS + BASE PAY



SPECIAL AGREEMENT FOR CRUISE VESSELS

This Special Agreement is made on _____ 6th November _____ 2007 _____ and effective is from
_____ 1st January 2008 _____

BETWEEN:

- (i) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION ("the ITF") whose headquarters are at ITF House, 49-60 Borough Road, London SE1 1DR, United Kingdom; and
- (ii) _____ CELEBRITY CRUISES, INC. _____ ("The Company") whose address is
_____ 1050 Caribbean Way, Miami, Florida, 33132 _____
in respect of the ships described in Appendix 2 of Collective Agreement hereto ("the Ship");

WHEREAS:

- 1 the ITF is an independent trade union organisation comprising fully autonomous trade union organisations in transport and allied services throughout the world and individual members of the Special Seafarers' Department of the ITF;
- 2 the Company is the owner/agent/operator of the owner of the Ship described in Schedule 1 hereto;
- 3 an ITF Approved Agreement is an agreement that has been approved by the appropriate body of the ITF as complying with minimum standards of employment in accordance with ITF policy including the ITF Cruise Collective Bargaining Agreement or _____;
- 4 the ITF and the Company wish to regulate the conditions of employment of all seafarers (hereinafter individually referred to as a "Seafarer") serving from time to time on board the Ship;

NOW IT IS AGREED:

Article 1: The Company undertakes as follows:

- a to employ each Seafarer in accordance with the current terms of the ITF Cruise Collective Bargaining Agreement or the following ITF Approved Agreements:
_____ IT/CISL CRUISE COLLECTIVE AGREEMENT EFFECTIVE FROM 1st JANUARY 2008 _____
- b to incorporate the terms and conditions of the relevant ITF Approved Agreement into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body). Any Seafarer enjoying or offered terms and conditions which taken as a whole are recognised by the ITF as more favourable to the Seafarer shall continue to enjoy or to be entitled to such terms and conditions notwithstanding paragraph as above;
- c to conclude appropriate insurance to cover itself fully against all liabilities in the relevant ITF Approved Agreement;
- d to furnish to the ITF forthwith copies of the Special Agreement, ITF approved Agreements, and undertakes to provide copies of Seafarer individual employment contracts and up-to-date Crew List to the ITF on request;
- e to pay the ITF Welfare Fund contributions as stated in Schedule 2 hereto;
- f to keep on board the Ship accurate records of all hours worked by Seafarers, all payments made to Seafarers, monthly payrolls and/or individual paylips of Seafarers, copies of the Special Agreement, ITF Approved Agreements and ITF Blue Certificate to be issued under Article 2 hereof and to allow each Seafarers access to these documents at all times;
- g to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is on board the Ship;
- h to man the Ship competently and adequately so as to ensure its safe operation;
- i not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect;
- j not to require or induce Seafarers to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the relevant ITF dockers' union concerned and provided that the individual Seafarers volunteer to carry out such duties for which they shall be adequately compensated;
- k to reimburse the ITF and its affiliates all reasonable costs and expenses incurred in taking action to enforce the Company's undertakings herein;

Article 2: The ITF undertakes, having received and approved copies of the documents referred to in Article 1 (d) above, and provided that the ITF and/or the appropriate union have received the fees and contributions payable under Article 1(e) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate (hereinafter called "the ITF Blue Certificate") certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF.

Article 3: This Special Agreement shall remain in force for a period of twelve (12) months from the date hereof and thereafter from year to year unless terminated in accordance with Article 4 below.

Article 4: This Special Agreement may be terminated as follows:

- a by the ITF immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the Company shall forthwith return the ITF Blue Certificate to or to the order of the ITF;
- b by either party on the anniversary of this Special Agreement provided that at least one month's notice of termination is given;
- c at any time by the mutual agreement of the parties hereto.

Article 5: Save in the event of a proper termination, the Company undertakes that, no later than one month prior to each anniversary of this Special Agreement, it will send to the ITF the documents referred to in Article 1(b) above, and will pay the fees and contributions payable under Article 1(e) above. Upon receipt and approval of same the ITF undertakes to renew the ITF Blue Certificate.

Signed by: [Signature]
the Company / on behalf of the Company who is duly
Authorized by the owner of the Ship to sign on its behalf

Doc
LEGAL
12.7.7

Signed by: _____
on behalf of the ITF

NAVI
ESTERE
ROMA
FIT/CISL (CAPT. REMO DI FIORE)

Date: 6th November 2007

Place: MIAMI

SCHEDULE 1

VESSEL: _____ FLAG: _____

LLOYDS REG NO: _____ OFFICIAL NO: _____

PORT OF REGISTRY: _____ DATE OF REGISTRY: _____

REG TONNAGE (gross/net): _____ ENGINE HP (NHP/HP/BHP): _____

REG OWNER: _____ MANAGER: CELEBRITY CRUISES, INC.

_____ 1050 Caribbean Way, Miami, Florida, 33132

BEN OWNER: _____ AGENT (MANNING 1): _____

AGENT (MANNING 2): _____ AGENT (MANNING 3): _____

SCHEDULE 2

SSD Entrance/Membership Fees	US\$ 69 per position per year: _____ positions. Total US\$ _____
Union Entrance/Membership Fees	_____ per position per year: _____ positions. Total _____
WELFARE FUND 10%	US\$ 250 per position per year: <u>6,135</u> positions. Total US\$ <u>153,375</u>
	GRAND TOTAL <u>153,375</u>

Received: _____

Signed: _____


Appendix 2
to the
ITF Special Agreement effective from the 1st of January 2008
between ITF and Celebrity Cruises Inc.
(hereinafter the "ITF Special Agreement")
and the
Collective Agreement effective from the 1st of January 2008
between FIT-CISL and Celebrity Cruises Inc.
(hereinafter the "Collective Agreement")

The Ships covered by the ITF Special Agreement and the Collective Agreement are the following:

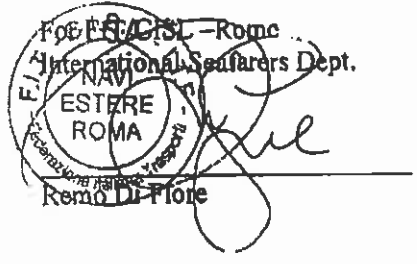
<u>Name of Ship</u>	<u>Port Registry</u>	<u>IMO No.</u>	<u>No. of Seafarers</u>
MERCURY	Bahamas	9106302	719
CENTURY	Bahamas	9072446	719
GALAXY	Bahamas	9106297	719
MILLENNIUM	Bahamas	9189419	791
INFINITY	Bahamas	9189421	791
SUMMIT	Bahamas	9192387	791
CONSTELLATION	Bahamas	9192399	791
AZAMARA JOURNEY	Malta	9200940	407
AZAMARA QUEST	Malta	9210218	407
SOLSTICE	(in 2008)		1255
EQUINOX	(in 2009)		1255

The payment of the ITF Welfare fund contribution in respect of each of the ships under Article 1e) and Schedule 2 of the ITF Special Agreement, is made in accordance with Article 31 of the Collective Agreement.

For CELEBRITY CRUISES INC.
and Azamara Cruises


 Maria Del Busto
 Vice President and
 Chief Human Resources Officer

DET
LEGAL
 12-7-7

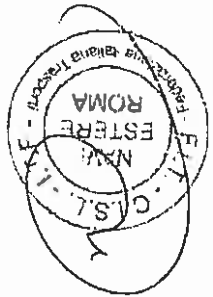
For FIT-CISL - Rome
 International Seafarers Dept.

 ESTERE
 ROMA
 Remo Di Fiore

Effective Jan 1, 2008
Celebrity Cruises - FIT-ITF Wage Table

Appendix 4 - Marine Officers - 2008

RATING	Benefit Value													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
MASTER	3,649	\$2,283	\$761	\$2,161	\$128	\$625	\$5,907	\$14,85	\$17,58	\$80	\$30	\$35	\$70	\$6,102
CHIEF ENGINEER, STAFF CAPTAIN	3,328	\$2,037	\$695	\$1,972	\$128	\$570	\$5,400	\$13,37	\$16,04	\$80	\$30	\$35	\$70	\$5,694
CHIEF OFFICER, 1ST ENGINEER, CHIEF ELECTRICIAN, STAFF CHIEF ENGINEER	2,175	\$1,301	\$454	\$1,298	\$128	\$373	\$3,572	\$8,73	\$10,46	\$80	\$30	\$35	\$70	\$3,787
2ND OFFICER, 2ND ENGINEER, 1ST ELECTRICIAN, AC ENGINEER	1,742	\$1,086	\$363	\$1,032	\$128	\$299	\$2,886	\$6,99	\$8,39	\$80	\$30	\$35	\$70	\$3,081
3RD ENGINEER, 3RD ENGINEER SANITATION	1,679	\$1,028	\$350	\$895	\$128	\$265	\$2,788	\$6,74	\$8,09	\$80	\$30	\$35	\$70	\$2,981
2ND ELECTRICIAN	1,288	\$917	\$313	\$887	\$128	\$257	\$2,499	\$6,01	\$7,22	\$80	\$30	\$35	\$70	\$2,694
DECK CADET (RATINGS), ENGINE CADET (RATINGS)	0,840	\$514	\$175	\$498	\$128	\$144	\$1,487	\$3,37	\$4,05	\$80	\$30	\$35	\$70	\$1,882

- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 44 HOURS PER WEEK
 3. MONTHLY INITIAL OVERTIME COMPENSATION FOR WORK BETWEEN 44 AND 56 HOURS PER WEEK
 4. MONTHLY SUPPLEMENTAL OVERTIME COMPENSATION FOR 147.82 ADDITIONAL GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY SUBSISTENCE ALLOWANCE
 6. MONTHLY COMPENSATION FOR SEVEN DAYS VACATION PAY (Based on Base Pay)
 7. MONTHLY TOTAL GUARANTEED PAY FOR 280 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 8. GUARANTEED OVERTIME RATE PER HOUR FOR THE 147.82 ADDITIONAL GUARANTEED OVERTIME HOURS PER MONTH
 9. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE 280 GUARANTEED OVERTIME HOURS PER MONTH
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 12. ADDITIONAL NON COMPENSATION BENEFIT FOR HOUSING
 13. ADDITIONAL NON COMPENSATION BENEFIT FOR CAM (HIRING MEDICAL, SENGEM AND CID VERGAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS)
 14. ADDITIONAL NON COMPENSATION BENEFITS + MONTHLY TOTAL GUARANTEE



Effective Jan 1, 2008
Celebrity Cruises - FIT/JTF Wage Table

Appendix 5 - Marine Ratings - 2008

POSITION TITLE	Benefit Value													
	Factor	2	3	4	5	6	7	8	9	10	11	12	CAM Retained	Total TTF
PLUMBER, BOSTON	1,280	\$705	\$261	\$304	\$126	\$214	\$7,670	\$6,02	\$6,02	\$80	\$30	\$35	\$70	\$1,886
JOINER	1,184	\$731	\$218	\$291	\$126	\$205	\$1,601	\$4,79	\$5,76	\$80	\$30	\$35	\$70	\$1,786
AB, MOTORMAN, VARNISHER, UPHOLSTERER	1,000	\$612	\$209	\$243	\$126	\$171	\$1,291	\$4,02	\$4,42	\$80	\$30	\$35	\$70	\$1,646
OS, WIPER	0,810	\$406	\$169	\$197	\$126	\$189	\$1,127	\$3,25	\$3,60	\$80	\$30	\$35	\$70	\$1,322
SECURITY GUARD	0,688	\$404	\$136	\$161	\$128	\$113	\$841	\$2,85	\$3,18	\$80	\$30	\$35	\$70	\$1,136
DECK-ENGINE TRAINEE	0,320	\$196	\$87	\$76	\$126	\$55	\$521	\$1,28	\$1,64	\$80	\$30	\$35	\$70	\$718

* First Contract only

Above values are set to US Dollars

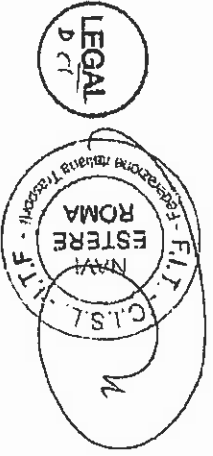
- 1..... POSITION TITLE
- 2..... MONTHLY BASIC PAY FOR 44 HOURS PER WEEK
- 3..... MONTHLY INITIAL OVERTIME COMPENSATION FOR WORK BETWEEN 44 AND 58 HOURS PER WEEK
- 4..... MONTHLY SUPPLEMENTAL OVERTIME COMPENSATION FOR 60.02 GUARANTEED OVERTIME HOURS PER MONTH
- 5..... MONTHLY SUBSISTENCE ALLOWANCE
- 6..... MONTHLY COMPENSATION FOR SEVEN DAYS VACATION PAY (Based on Base Pay)
- 7..... MONTHLY TOTAL GUARANTEED PAY FOR 303.18 HOURS FOR THE 60.02 GUARANTEED OVERTIME HOURS PER MONTH
- 8..... GUARANTEED OVERTIME RATE PER HOUR FOR THE 60.02 GUARANTEED OVERTIME HOURS PER MONTH
- 9..... EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE 303.18 GUARANTEED OVERTIME HOURS PER MONTH
- 10..... ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
- 11..... ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
- 12..... ADDITIONAL NON COMPENSATION BENEFIT FOR CAM (HIRING MEDICAL, SHENGEN AND CID VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS)
- 13..... ADDITIONAL NON COMPENSATION BENEFIT FOR CAM (HIRING MEDICAL, SHENGEN AND CID VISAS, PASSPORT & BLUE BOOK RENEWAL, INTERNET ACCESS)
- 14..... ADDITIONAL NON COMPENSATION BENEFITS - MONTHLY TOTAL GUARANTEE



Effective Jan 1, 2008
 Celebrity Cruises - FITJTF Wage Table
 Appendix 6 - Hotel Group A - 2008

1	Factor	Benefit Value										
		2	3	4	5	6	7	8	9	10	11	12
CHIEF HOUSEKEEPER*	2.008	\$828	\$466	\$408	\$111	\$1,811	\$30,92	N/A	\$50	\$30	\$20	\$2,021
CHIEF PUNSER	2.008	\$828	\$466	\$408	\$111	\$1,811	\$30,92	N/A	\$50	\$30	\$20	\$2,021
BAR MANAGER	1.699	\$785	\$394	\$344	\$94	\$1,617	\$26,16	N/A	\$50	\$30	\$20	\$1,727
F&B MANAGER	2.317	\$1,070	\$537	\$469	\$128	\$2,205	\$35,68	N/A	\$50	\$30	\$20	\$2,315
F&B CONTROLER	2.008	\$828	\$466	\$408	\$111	\$1,811	\$30,92	N/A	\$50	\$30	\$20	\$2,021
EXECUTIVE CHEF	2.317	\$1,070	\$537	\$469	\$128	\$2,205	\$35,68	N/A	\$50	\$30	\$20	\$2,315
EXECUTIVE SOUS CHEF	2.008	\$828	\$466	\$408	\$111	\$1,811	\$30,92	N/A	\$50	\$30	\$20	\$2,021
CHEF DE CUISINE	1.699	\$785	\$431	\$376	\$163	\$1,769	\$28,63	N/A	\$50	\$30	\$20	\$1,879
WORKING CHEF/SOUS CHEF	1.699	\$785	\$394	\$344	\$94	\$1,617	\$26,16	N/A	\$50	\$30	\$20	\$1,727
PROVISION MASTER	2.008	\$828	\$466	\$408	\$111	\$1,811	\$30,92	N/A	\$50	\$30	\$20	\$2,021
INVENTORY MANAGER	2.008	\$828	\$466	\$408	\$111	\$1,811	\$30,92	N/A	\$50	\$30	\$20	\$2,021
DINING ROOM MGR / MAITRE D'	1.859	\$859	\$431	\$376	\$103	\$1,769	\$28,63	N/A	\$50	\$30	\$20	\$1,879
TRAVELING SUPERVISOR	2.317	\$1,070	\$537	\$469	\$128	\$2,205	\$35,68	N/A	\$50	\$30	\$20	\$2,315

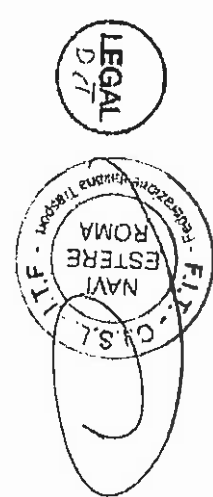
- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 64 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 60.82 GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY for 50.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 12. ADDITIONAL NON COMPENSATION BENEFITS + BASE PAY
- * ALL AMOUNTS IN COLUMNS 2, 3, 4, 5 AND 6 ARE INCLUSIVE OF GRATUITIES PROVIDED BY GUESTS OTHER THAN \$1000.00 PER MONTH PAID BY EMPLOYER. GRATUITIES WILL BE SHARED BETWEEN GRATUITY EARNERS AND THOSE WHO ASSIST THEM. THE EMPLOYER WILL RECOMMEND THAT GUESTS PAY GRATUITY FOR BEVERAGE SERVICE, DINING ROOM SERVICE AND STATEROOM SERVICE. THE EMPLOYER MAY ASSIST THE PROCESS OF GRATUITY SHARING.



DRAFT - PROPOSED EFFECTIVE JAN 1, 2008 - 2% INCREASE
Celebrity Cruises - FIT-ITF Wage Table
 Appendix 6 - Hotel Group B - 2008

Position Title	Benefit Values											
	1	2	3	4	5	6	7	8	9	10	11	12
ASST CHIEF HOUSEKEEPER	1,832	\$754	\$379	\$390	\$90	\$1,653	\$26.13	\$8.54	\$80	\$30	\$20	\$1,663
ADMINISTRATION PURSER	1,832	\$754	\$379	\$390	\$90	\$1,653	\$26.13	\$8.54	\$80	\$30	\$20	\$1,663
JUNIOR PURSER	1,164	\$547	\$276	\$284	\$69	\$1,127	\$18.23	\$4.74	\$50	\$30	\$20	\$1,237
APPRENTICE PURSER	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
LINEWEEPER	0,846	\$392	\$197	\$172	\$47	\$807	\$13.06	\$3.40	\$50	\$30	\$20	\$917
ASST LINEWEEPER	0,716	\$330	\$166	\$146	\$40	\$690	\$11.01	\$2.89	\$50	\$30	\$20	\$760
ADMINISTRATIVE ASSISTANT	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
TELEPHONIST	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
UTILITY SUPERVISOR	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
ASSISTANT FOOD MANAGER	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
ASST BAR MANAGER	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
COOK	1,164	\$547	\$276	\$284	\$69	\$1,127	\$18.23	\$4.74	\$50	\$30	\$20	\$1,237
HEAD BREAKFAST COOK	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
HEAD CREW COOK	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
DEMI CHEF DE PARTIE	0,846	\$392	\$197	\$172	\$47	\$807	\$13.06	\$3.40	\$50	\$30	\$20	\$917
BUTCHER	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
ASSISTANT PASTRY CHEF	1,164	\$547	\$276	\$284	\$69	\$1,127	\$18.23	\$4.74	\$50	\$30	\$20	\$1,237
PASTRY BAKER	0,716	\$330	\$166	\$146	\$40	\$690	\$11.01	\$2.89	\$50	\$30	\$20	\$760
HEAD BAKER	1,164	\$547	\$276	\$284	\$69	\$1,127	\$18.23	\$4.74	\$50	\$30	\$20	\$1,237
PANTRY CHEF	1,164	\$547	\$276	\$284	\$69	\$1,127	\$18.23	\$4.74	\$50	\$30	\$20	\$1,237
HEAD BUTLER	1,164	\$547	\$276	\$284	\$69	\$1,127	\$18.23	\$4.74	\$50	\$30	\$20	\$1,237
COOK ASSISTANT	0,846	\$392	\$197	\$172	\$47	\$807	\$13.06	\$3.40	\$50	\$30	\$20	\$917
COOK TRAINEE	0,716	\$330	\$166	\$146	\$40	\$690	\$11.01	\$2.89	\$50	\$30	\$20	\$760
STORKEEKEEPER	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
ASSISTANT STORKEEKEEPER	0,846	\$392	\$197	\$172	\$47	\$807	\$13.06	\$3.40	\$50	\$30	\$20	\$917
FLORIST	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062
TALOR	1,000	\$462	\$232	\$202	\$45	\$932	\$15.40	\$4.01	\$50	\$30	\$20	\$1,062

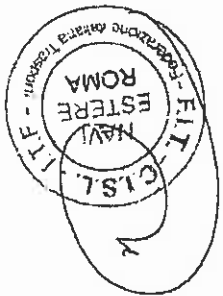
- Above values are all in US Dollars
1. POSITION TITLE
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 3. MONTHLY COMPENSATION FOR WORK BETWEEN: 40 AND 56 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 60 82 GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY for 502.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 12. ADDITIONAL NON COMPENSATION BENEFIT + BASE PAY
- * ALL AMOUNTS IN COLUMNS 2, 3, 4, 5 AND 6 ARE INCLUSIVE OF GRATUITIES PROVIDED BY GUESTS OTHER THAN \$50.00 PER MONTH PAID BY EMPLOYER. GRATUITIES WILL BE SHARED BETWEEN GRATUITY EARNERS AND THOSE WHO ASSIST THEM. THE EMPLOYER WILL RECOMMEND THAT GUESTS PAY GRATUITY FOR BEVERAGE SERVICE AND MINOR ROOM SERVICE AND STATEROOM SERVICE. THE EMPLOYER MAY ASSIST THE PROCESS OF GRATUITY SHARING.



Effective Jan 1, 2008
 Celebrity Cruises - FIT-ITF Wage Table
 Appendix 6 - Hotel Group C - 2008

1	Factor	2	3	4	5	8	7	8	Benefit Values				12
									9	10	11	Total ITF	
STATEROOM ATTENDANT*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
HEAD STATEROOM ATTENDANT*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
HEAD BARTENDER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
HEAD SOMMELIER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
WATER/ESS*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
BAR SUPERVISOR*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
SOMMELIER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
BARTENDER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
HEAD BAR SERVER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
BAR SERVER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
HEAD WAITRESS / ASST WAITRE D	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
CAPTAINS WAITER*	1,000	\$482	\$232	\$202	\$55	\$952	\$15.40	\$4.01	\$80	\$30	\$20	\$1,082	
ASSISTANT WAITRESS*	0.744	\$344	\$173	\$161	\$41	\$708	\$11.46	\$2.98	\$80	\$30	\$20	\$818	
ASST STATEROOM ATTENDANT*	0.744	\$344	\$173	\$151	\$41	\$708	\$11.46	\$2.98	\$80	\$30	\$20	\$818	

- Above values are all in US Dollars
1. POSITION TITLE
 2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 60.52 GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY for 304.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 12. ADDITIONAL NON COMPENSATION BENEFITS + BASE PAY
- * ALL AMOUNTS IN COLUMNS 2, 3, 4, 5 AND 6 ARE INCLUSIVE OF GRATUITIES PROVIDED BY GUESTS OTHER THAN \$50.00 PER MONTH PAID BY EMPLOYER. GRATUITIES WILL BE SHARED BETWEEN GRATUITY EARNERS AND THOSE WHO ASSIST THEM. THE EMPLOYER WILL RECOMMEND THAT GUESTS PAY GRATUITIES FOR BEVERAGE SERVICE, DINING ROOM SERVICE AND STATEROOM SERVICE. THE EMPLOYER MAY ASSIST THE PROCESS OF GRATUITY SHARING.



Effective Jan 1, 2008
 Celebrity Cruises - FIT-ITF Wage Table
 Appendix 6 - Hotel Group D - 2008

POSITION/TITLE	Factor	2	3	4	5	6	7	8	Benefit Value			
									Penalty Plan	T&D	Inflight Access	Total ITF
NIGHT ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
CHEF ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$80	\$30	\$20	\$802
PUBLIC AREA ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$80	\$30	\$20	\$802
UTILITY PEST CONTROL	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
HOTEL CLEANER	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
MESS ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$80	\$30	\$20	\$802
CULINARY UTILITY	0.663	\$302	\$151	\$132	\$38	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731
UTILITY STOREKEEPER	0.663	\$302	\$151	\$132	\$38	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731
BAR UTILITY	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
DINING ROOM UTILITY	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
ICE CREAM PARLOR MAN	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
UTILITY FLOWERMAN	0.663	\$302	\$151	\$132	\$38	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731
HEAD UTILITY/SUPV	0.663	\$302	\$151	\$132	\$38	\$621	\$10.06	\$2.62	\$80	\$30	\$20	\$731
UTILITY HOTEL	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
UTILITY GALLEY	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
BELL CAPTAIN	0.663	\$302	\$151	\$132	\$38	\$621	\$10.06	\$2.62	\$60	\$30	\$20	\$731
BELL ATTENDANT	0.601	\$278	\$139	\$122	\$33	\$572	\$9.28	\$2.41	\$60	\$30	\$20	\$682
CATERING TRAINEE	0.441	\$204	\$102	\$89	\$24	\$420	\$6.78	\$1.77	\$60	\$30	\$20	\$490

- Above values are all in US Dollars
1. POSITION/TITLE
 2. MONTHLY BASIC PAY FOR 40 HOURS PER WEEK
 3. MONTHLY COMPENSATION FOR WORK BETWEEN 40 AND 56 HOURS PER WEEK
 4. MONTHLY COMPENSATION FOR 60.62 GUARANTEED OVERTIME HOURS PER MONTH
 5. MONTHLY COMPENSATION FOR 3 DAYS VACATION PAY
 6. TOTAL MONTHLY GUARANTEED PAY for 303.10 HOURS OF WORK PER MONTH INCLUDING VACATION PAY
 7. SICK PAY PER DAY
 8. EXTRA OVERTIME RATE PER HOUR FOR WORK PERFORMED IN ADDITION TO THE GUARANTEED OVERTIME HOURS
 9. ADDITIONAL NON COMPENSATION BENEFIT FOR PENSION PLAN
 10. ADDITIONAL NON COMPENSATION BENEFIT FOR TRAINING AND DEVELOPMENT
 11. ADDITIONAL NON COMPENSATION BENEFIT FOR INTERNET ACCESS
 12. ADDITIONAL NON COMPENSATION BENEFITS + BASE PAY



SPECIAL AGREEMENT FOR CRUISE VESSELS

This Special Agreement is made on 6th November 2007 and effective is from 1st January 2008

BETWEEN:

- (i) The INTERNATIONAL TRANSPORT WORKERS' FEDERATION ("the ITF") whose headquarters are at ITF House, 49-60 Borough Road, London SE1 1DR, United Kingdom; and
- (ii) CELEBRITY CRUISES, INC. ("The Company") whose address is 1050 Caribbean Way, Miami, Florida, 33132 in respect of the ships described in Appendix 2 of Collective Agreement hereto ("the Ship");

WHEREAS:

- 1 the ITF is an independent trade union organisation comprising fully autonomous trade union organisations in transport and allied services throughout the world and individual members of the Special Seafarers' Department of the ITF;
- 2 the Company is the owner/agent/operator of the owner of the Ship described in Schedule 1 hereto;
- 3 an ITF Approved Agreement is an agreement that has been approved by the appropriate body of the ITF as complying with minimum standards of employment in accordance with ITF policy including the ITF Cruise Collective Bargaining Agreement or _____;
- 4 the ITF and the Company wish to regulate the conditions of employment of all seafarers (hereinafter individually referred to as a "Seafarer") serving from time to time on board the Ship;

NOW IT IS AGREED:

Article 1: The Company undertakes as follows:

- a to employ each Seafarer in accordance with the current terms of the ITF Cruise Collective Bargaining Agreement or the following ITF Approved Agreements:
ITF/CISL CRUISE COLLECTIVE AGREEMENT EFFECTIVE FROM 1st JANUARY 2008
- b to incorporate the terms and conditions of the relevant ITF Approved Agreement into the individual contract of employment of each Seafarer (and if necessary to register the contracts with the relevant national body). Any Seafarer enjoying or offered terms and conditions which taken as a whole are recognised by the ITF as more favourable to the Seafarer shall continue to enjoy or to be entitled to such terms and conditions notwithstanding paragraph as above;
- c to conclude appropriate insurance to cover itself fully against all liabilities in the relevant ITF Approved Agreement;
- d to furnish to the ITF forthwith copies of the Special Agreement, ITF approved Agreements, and undertakes to provide copies of Seafarer individual employment contracts and up-to-date Crew List to the ITF on request;
- e to pay the ITF Welfare Fund contributions as stated in Schedule 2 hereto;
- f to keep on board the Ship accurate records of all hours worked by Seafarers, all payments made to Seafarers, monthly payrolls and/or individual paylips of Seafarers, copies of the Special Agreement, ITF Approved Agreements and ITF Blue Certificate to be issued under Article 2 hereof and to allow each Seafarers access to these documents at all times;
- g to permit or obtain immediate permission for representatives of the ITF to board the Ship, to consult with Seafarers and to inspect and copy all documents whether the Ship is in berth or not and whether or not the Seafarer is on board the Ship;
- h to man the Ship competently and adequately so as to ensure its safe operation;
- i not to demand or request any Seafarer to enter into any document by which the Seafarer agrees to give up any rights to which he becomes entitled as a consequence of this agreement and the Company agrees that any such document already in existence shall be null and void and of no legal effect;
- j not to require or induce Seafarers to carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the relevant ITF dockers' union concerned and provided that the individual Seafarers volunteer to carry out such duties for which they shall be adequately compensated;
- k to reimburse the ITF and its affiliates all reasonable costs and expenses incurred in taking action to enforce the Company's undertakings herein;

Article 2: The ITF undertakes, having received and approved copies of the documents referred to in Article 1 (d) above, and provided that the ITF and/or the appropriate union have received the fees and contributions payable under Article 1(e) above, and further provided that there are no outstanding claims of Seafarers, to issue an ITF Blue Certificate (hereinafter called "the ITF Blue Certificate") certifying that the Ship is covered by an ITF Approved Agreement provided that the property in the ITF Blue Certificate shall at all times remain in the ITF.

Article 3: This Special Agreement shall remain in force for a period of twelve (12) months from the date hereof and thereafter from year to year unless terminated in accordance with Article 4 below.

Article 4: This Special Agreement may be terminated as follows:

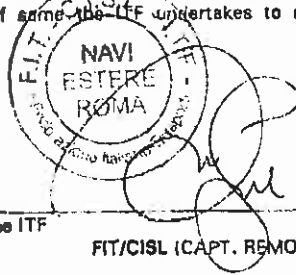
- a by the ITF immediately upon notification to the Company in the event of default by the Company of any of its undertakings herein. Upon termination, the Company shall forthwith return the ITF Blue Certificate to or to the order of the ITF;
- b by either party on the anniversary of this Special Agreement provided that at least one month's notice of termination is given;
- c at any time by the mutual agreement of the parties hereto.

Article 5: Save in the event of a proper termination, the Company undertakes that, no later than one month prior to each anniversary of this Special Agreement, it will send to the ITF the documents referred to in Article 1(d) above, and will pay the fees and contributions payable under Article 1(e) above. Upon receipt and approval of same, the ITF undertakes to renew the ITF Blue Certificate.

Signed by: [Signature]
the Company / on behalf of the Company who is duly
Authorized by the owner of the Ship to sign on its behalf



Signed by: _____
on behalf of the ITF



FIT/CISL (CAPT. REMO DI FIORE)

Date: 6th November 2007

Place: MIAMI

SCHEDULE 1

VESSEL: _____ FLAG: _____

LLOYDS REG NO: _____ OFFICIAL NO: _____

PORT OF REGISTRY: _____ DATE OF REGISTRY: _____

REG TONNAGE (gross/net): _____ ENGINE HP (NHP/HP/BHP): _____

REG OWNER: _____ MANAGER: CELEBRITY CRUISES, INC.

_____ 1050 Caribbean Way, Miami, Florida, 33132

BEN OWNER: _____ AGENT (MANNING 1): _____

AGENT (MANNING 2): _____ AGENT (MANNING 3): _____

SCHEDULE 2

SSD Entrance/Membership Fees	US\$ 69 per position per year:	_____ positions. Total US\$ _____
Union Entrance/Membership Fees	_____ per position per year:	_____ positions. Total _____
WELFARE FUND 10%	US\$ 250 per position per year:	<u>6,135</u> positions. Total US\$ <u>153,375</u>
GRAND TOTAL		153,375

Received: _____
Signed: _____

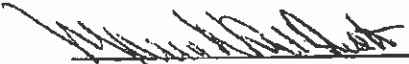
Appendix 2
to the
ITF Special Agreement effective from the 1st of January 2008
between ITF and Celebrity Cruises Inc.
(hereinafter the "ITF Special Agreement")
and the
Collective Agreement effective from the 1st of January 2008
between FIT-CISL and Celebrity Cruises Inc.
(hereinafter the "Collective Agreement")

The Ships covered by the ITF Special Agreement and the Collective Agreement are the following:

<u>Name of Ship</u>	<u>Port Registry</u>	<u>IMO No.</u>	<u>No. of Seafarers</u>
MERCURY	Bahamas	9106302	719
CENTURY	Bahamas	9072446	719
GALAXY	Bahamas	9106297	719
MILLENNIUM	Bahamas	9189419	791
INFINITY	Bahamas	9189421	791
SUMMIT	Bahamas	9192387	791
CONSTELLATION	Bahamas	9192399	791
AZAMARA JOURNEY	Malta	9200940	407
AZAMARA QUEST	Malta	9210218	407
SOLSTICE	(in 2008)		1255
EQUINOX	(in 2009)		1255


The payment of the ITF Welfare fund contribution in respect of each of the ships under Article 1e) and Schedule 2 of the ITF Special Agreement, is made in accordance with Article 31 of the Collective Agreement.

For CELEBRITY CRUISES INC.
and Azamara Cruises



 Maria Del Busto
 Vice President and
 Chief Human Resources Officer



For FIT-CISL - Roma
 International Seafarers Dept.

 ESTRE ROMA

 Remo Di Fiore