AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON NOVEMBER 12, 1996
REGISTRATION NO. 333-13997

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CARNIVAL CORPORATION
(Exact name of registrant as specified in its charter)

REPUBLIC OF PANAMA	59-1562976
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

3655 N.W. 87TH AVENUE
MIAMI, FLORIDA 33178-2428
(305) 599-2600
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

ARNALDO PEREZ, ESQ.
GENERAL COUNSEL
CARNIVAL CORPORATION
3655 N.W. 87TH AVENUE
MIAMI, FLORIDA 33178-2428
(305) 599-2600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES TO:

JAMES M. DUBIN, ESQ.	ROBERT S. RISOLEO, ESQ.
PAUL, WEISS, RIFKIND, WHARTON & GARRISON	SULLIVAN & CROMWELL
1285 AVENUE OF THE AMERICAS	125 BROAD STREET
NEW YORK, NEW YORK 10019-6064	NEW YORK, NEW YORK 10004
(212) 373-3000	(212) 558-4000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as practicable after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. / /

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than in connection with dividend or interest reinvestment plans, please check the following box. / /

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: / /

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: / /

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box: / /

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF	AMOUNT TO BE	PROPOSED MAXIMUM OFFERING PRICE	PROPOSED MAXIMUM	AMOUNT OF

SECURITIES TO BE REGISTERED	REGISTERED(1)	PER SHARE(2)	AGGREGATE OFFERING PRICE(2)	REGISTRATION FEE
Class A Common Stock, $.01 par value.	23,145,000(3)	$31.4375	727,620,938	$220,491(4)

(1) The Class A Common Stock is not being registered for purposes of sales outside the United States.
(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c), based on the average of the high ($31.625) and low ($31.250) sales prices of the Registrant's Class A Common Stock on the New York Stock Exchange on October 10, 1996.
(3) Includes 2,845,000 shares of Class A Common Stock to cover over-allotments, if any.
(4) Previously paid.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933, AS AMENDED, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

SUBJECT TO COMPLETION, DATED NOVEMBER 12, 1996

N82144BE.G01,840,810,H

20,300,000 SHARES

CARNIVAL CORPORATION

CLASS A COMMON STOCK
(PAR VALUE $.01 PER SHARE)

Of the 20,300,000 shares of Class A Common Stock offered, 16,240,000 shares are being offered hereby in the United States and 4,060,000 shares are being offered in a concurrent international offering outside the United States. The initial public offering price and the aggregate underwriting discount per share will be identical for both offerings. See "Underwriting".

All of the 20,300,000 shares of Class A Common Stock offered are being sold by certain shareholders of the Company. See "Selling Shareholders". The Company will not receive any of the proceeds from the sale of the shares being sold by the Selling Shareholders.

The last reported sale price of the Class A Common Stock, which is quoted under the symbol "CCL," on the New York Stock Exchange on November 11, 1996 was $30.250 per share. See "Price Range of Class A Common Stock and Dividends".

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	INITIAL PUBLIC OFFERING PRICE	UNDERWRITING DISCOUNT(1)	PROCEEDS TO SELLING SHAREHOLDERS(2)
Per Share	$	$	$
Total(3)	$	$	$

- ---

(1) The Company and the Selling Shareholders have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

(2) Before deducting estimated expenses of $ payable by the Company and $ payable by the Selling Shareholders.

(3) Two of the Selling Shareholders have granted the U.S. Underwriters an option for 30 days to purchase up to an additional 2,276,000 shares at the initial public offering price per share, less the underwriting discount, solely to cover over-allotments. Additionally, two of the Selling Shareholders have granted the International Underwriters a similar option with respect to an additional 569,000 shares as part of the concurrent international offering. If such options are exercised in full, the total initial public offering price, underwriting discount and proceeds to Selling Shareholders will be $, $ and $, respectively. See "Underwriting".

The shares offered hereby are offered severally by the U.S. Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that certificates for the shares will be ready for delivery in New York, New York, on or about , 1996, against payment therefor in immediately available funds.

GOLDMAN, SACHS & CO.

BEAR, STEARNS & CO. INC.

LEHMAN BROTHERS

MERRILL LYNCH & CO.

The date of this Prospectus is , 1996.

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE CLASS A COMMON STOCK AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NEW YORK STOCK EXCHANGE, IN THE OVER-THE-COUNTER MARKET OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

Carnival Corporation (the "Company") is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy materials and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy materials and other information concerning the Company and the Registration Statement (as defined below) can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 or at its Regional Offices located at Suite 1400, 500 West Madison Street, Chicago, Illinois 60661 and 7 World Trade Center, 13th Floor, New York, New York 10048. Copies can be obtained by mail from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. The Commission maintains a web site on the World Wide Web that contains reports, proxy and other information regarding issuers that file electronically with the Commission. The address of such site is "http://www.sec.gov". In addition, reports, proxy statements and other information concerning the Company can also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, on which the Company's Class A Common Stock, par value $.01 per share (the "Class A Common Stock"), and 4 1/2% Convertible Subordinated Notes Due July 1, 1997 (the "Convertible Notes") are listed.

The Company has filed with the Commission a registration statement on Form S-3 (herein, together with all amendments and exhibits, referred to as the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), with respect to the shares of Class A Common Stock offered hereby (the "Shares"). This Prospectus does not contain all the information set forth in the Registration Statement, certain parts of which have been omitted in accordance with the rules and regulations of the Commission. For further information, reference is hereby made to the Registration Statement including the exhibits filed as a part thereof and otherwise incorporated therein. Statements made in this Prospectus as to the contents of any documents referred to are not necessarily complete, and in each instance reference is made to such exhibit for a more complete description and each such statement is qualified in its entirety by such reference.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Company's Annual Report on Form 10-K for the fiscal year ended November 30, 1995 filed with the Commission (File No. 1-9610) pursuant to the Exchange Act, the Company's Quarterly Reports on Form 10-Q for the quarters ended February 28, 1996, May 31, 1996 and August 31, 1996, the Company's Current Report on Form 8-K dated April 23, 1996 and the description of the Company's Class A Common Stock contained in its Registration Statement on Form 8-A dated October 31, 1991 filed with the Commission pursuant to Section 12(d) of the Exchange Act, including any amendments or reports filed for the purpose of updating such description, are incorporated herein by reference.

All other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering of the Shares made hereby shall be deemed incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated herein by reference, or contained in this Prospectus, shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will provide without charge to each person to whom this Prospectus has been delivered, upon written or oral request of such person, a copy (without exhibits other than exhibits specifically incorporated by reference) of any or all documents incorporated by reference into this Prospectus. Requests for such copies should be directed to Investor Relations, Carnival Corporation, 3655 N.W. 87th Avenue, Miami, Florida 33178-2428; telephone number (305) 599-2600.

PROSPECTUS SUMMARY

The following is a summary of certain information contained in this Prospectus. This summary is not intended to be complete and should be read in conjunction with, and is qualified in its entirety by, the more detailed information and financial statements appearing elsewhere in this Prospectus or incorporated herein by reference. Unless indicated otherwise, the information contained in this Prospectus assumes the Underwriters' over-allotment options are not exercised. For all periods, the information contained in this Prospectus reflects a two for one stock split of the Company's Common Stock that was effective on November 30, 1994. Investors should carefully consider the information set forth in "Certain Considerations" before making any decision to invest in the Class A Common Stock. Certain Statements in this Prospectus (including this Prospectus Summary) constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 (the "Reform Act"). See "Special Note Regarding Forward-Looking Statements."

THE COMPANY

Carnival Corporation is the world's largest multiple-night cruise company based on the number of passengers carried and revenues generated. The Company offers a broad range of cruise products, serving the contemporary cruise market through Carnival Cruise Lines, the premium market through Holland America Line and the luxury market through Windstar Cruises and the Company's joint venture, Seabourn Cruise Line. In total, the Company owns and operates 21 cruise ships (not including three ships owned by the Seabourn joint venture), with an aggregate capacity of 28,195 passengers based on two passengers per cabin. The ten Carnival Cruise Lines ships have an aggregate capacity of 17,690 passengers with itineraries in the Caribbean, the Mexican Riviera and Alaska. The eight Holland America Line ships have an aggregate capacity of 10,061 passengers, with itineraries in the Caribbean, the Mediterranean and Alaska and through the Panama Canal, as well as other worldwide itineraries. The three Windstar ships have an aggregate capacity of 444 passengers with itineraries in the Caribbean, the South Pacific, the Mediterranean and the Far East. The three Seabourn ships have an aggregate capacity of 612 passengers with itineraries in the Caribbean, the Baltic, the Mediterranean and the Far East.

The Company has signed agreements with a Finnish shipyard providing for the construction of two additional SuperLiners, each with a capacity of 2,040 passengers, for Carnival Cruise Lines with delivery expected in March 1998 and November 1998. The Company also has agreements with an Italian shipyard for the construction of two cruise ships, each with a capacity of 2,640 passengers, for Carnival Cruise Lines with delivery expected in October 1996 and mid-1999 and for the construction of one cruise ship with a capacity of 1,320 passengers and two cruise ships, each with a capacity of 1,440 passengers, for Holland America Line, with delivery expected in October 1997, February 1999 and September 1999, respectively. As a result of this shipbuilding program and planned ship sales and retirements, the Company currently expects its passenger capacity to increase by 11,463 to 39,658 in mid-1999.

The Company also operates a tour business, through Holland America Line-Westours Inc. ("Holland America Westours"), which markets sightseeing tours both separately and as a part of Holland America Line cruise/tour packages. Holland America Westours operates 16 hotels in Alaska and the Canadian Yukon, two luxury day-boats offering tours to the glaciers of Alaska and the Yukon River, over 290 motor coaches used for sightseeing and charters in the states of Washington and Alaska and in the Canadian Rockies and 13 private domed rail cars which are run on the Alaskan railroad between Anchorage and Fairbanks.

In April 1996, the Company acquired a 29.5% interest in Airtours plc ("Airtours") for approximately $307 million. Airtours is a leisure travel company publicly traded on the London Stock Exchange and provides air inclusive packaged holidays to the British, Scandinavian and North American markets. Airtours provides holidays to approximately 4.4 million people per year and owns or operates 41 hotels, 3 cruise ships and 31 aircraft. The Company's investment in Airtours significantly broadens the Company's geographic reach, providing enhanced access to the important European and Canadian markets. The investment also serves to expand the Company's scope of operations into other segments of the leisure travel industry.

In September 1996, the Company entered into a joint venture agreement with Hyundai Merchant Marine Co., Ltd. ("HMM") to develop the Asian cruise vacation market. Under the joint venture agreement, the Company and HMM will each make a capital contribution of $10 million to the new joint venture which intends to create a cruise product specifically tailored to the desires and tastes of the growing middle-class market of Asian vacation travelers. The Company has also entered into an agreement with the joint venture to sell Carnival Cruise Lines' cruise ship Tropicale to the joint venture, subject to the immediate charter back of the vessel to the Company. A charter agreement between the Company and the joint venture will allow the Company to operate the Tropicale until the joint venture begins its cruise operations, which is currently expected to occur in the spring of 1998. The closing of the joint venture is subject to the consummation of certain ancillary agreements, which are expected to be entered into in the near future.

The Company was incorporated under the laws of the Republic of Panama in November 1974. The Company's executive offices are located at 3655 N.W. 87th Avenue, Miami, Florida 33178-2428, telephone number (305) 599-2600. The Company's registered office in Panama is located at 10 Elvira Mendez Street, Interseco Building, Panama, Republic of Panama.

THE OFFERINGS

Class A Common Stock offered by the Selling Shareholders(1):

U.S. Offering	16,240,000 shares
International Offering	4,060,000 shares
Total	20,300,000 shares
Class A Common Stock outstanding (2)	239,519,675 shares of Class A Common Stock. In addition, 54,957,142 shares of the Company's Class B Common Stock, par value $.01 per share (the "Class B Common Stock" and, collectively with the Class A Common Stock, the "Common Stock"), are outstanding.
NYSE Symbol	CCL
Use of Proceeds	The Company will not receive any proceeds from the sale of the Shares being sold by the Selling Shareholders (as defined below). See "Use of Proceeds".
Selling Shareholders	The selling shareholders are Ted Arison, The Arison Foundation, Inc., The Royal Bank of Scotland Trust Company (Jersey) Limited, as trustee for the Ted Arison Charitable Trust and New World Symphony Supporting Foundation, Inc.(collectively, the "Selling Shareholders"). Ted Arison is selling his Shares for certain estate planning and other related purposes.

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(1) Ted Arison and New World Symphony Supporting Foundation, Inc. have granted the U.S. and International Underwriters over-allotment options to purchase a total of 2,845,000 additional shares of Class A Common Stock.

(2) Excludes approximately 2,545,140 shares of Class A Common Stock subject to outstanding options granted under the Company's stock option plans and approximately 2,599,954 shares that are reserved for issuance upon conversion of the Convertible Notes.

SUMMARY FINANCIAL INFORMATION
(AMOUNTS IN THOUSANDS, EXCEPT PER SHARE DATA)

	NINE MONTHS ENDED AUGUST 31,		YEAR ENDED NOVEMBER 30,				
	1996(1)	1995(1)	1995	1994	1993	1992(2)	1991
OPERATIONS DATA:							
Revenues	$1,737,613	$1,545,244	$1,998,150	$1,806,016	$1,556,919	$1,473,614	$1,404,704
Operating income before income from affiliated operations	458,360	397,300	490,038	443,674	347,666	324,896	315,905
Income from affiliated operations(3)	12,956	--	--	--	--	--	--
Operating income	471,316	397,300	490,038	443,674	347,666	324,896	315,905
Income from continuing operations	451,479	366,863	451,091	381,765	318,170	281,773	253,824
Discontinued operations(4)	--	--	--	--	--	--	(168,836)
Net income	451,479	366,863	451,091	381,765	318,170	276,584	84,988
Earnings per share:							
Continuing operations	$ 1.56	$ 1.29	$ 1.59	$ 1.35	$ 1.13	$ 1.00	$ .93
Net income	$ 1.56	$ 1.29	$ 1.59	$ 1.35	$ 1.13	$ .98	$ .31
Dividends declared per share	$ .27	$ .225	$ .315	$ .285	$ .280	$ .280	$ .245
Weighted average shares	288,524	283,921	284,220	282,744	282,474	281,686	273,832
Passenger cruise days	8,088	6,825	9,201	8,102	7,003	6,766	6,365
Percentage of total cruise capacity(5)	109.7%	105.1%	105.0%	104.0%	105.3%	105.3%	105.7%

	AUGUST 31, 1996
BALANCE SHEET DATA:	
Cash and cash equivalents and short-term investments	$ 104,673
Total current assets	263,695
Total assets	4,703,096
Customer deposits(6)	311,765
Total current liabilities	689,568
Long-term debt and convertible notes	1,059,519
Total shareholders' equity	2,937,219

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(1) In the nine months ended August 31, 1996, the Company recognized a $32.0 million gain from the settlement of bankruptcy claims against Wartsila (as defined herein) and a loss of $15.8 million on the sale of notes receivable generated from the sale of Carnival's Crystal Palace Resort and Casino (the "CCP Resort"). In the nine months ended August 31, 1995, the Company recognized a $14.4 million gain from the settlement of litigation with Metra Oy, the former parent of Wartsila.

(2) In the fiscal year ended November 30, 1992, the Company took an extraordinary charge of $5.2 million in connection with the early redemption of its Zero Coupon Convertible Subordinated Notes due 2005.

(3) Represents income from affiliated companies, including Airtours. The Company acquired a 29.5% interest in Airtours in April 1996 and starting with the quarter ended August 31, 1996, the Company's share of Airtours' operating results is being recorded by the Company on a two-month lag basis.

(4) In November 1991, the Company adopted a formal plan to dispose of the CCP Resort, which comprised the entire resort and casino segment of the Company's operations. At that time, the Company recorded a provision for the loss on disposal of the CCP Resort of approximately $135 million, representing a write-down of $95 million to record the property at its estimated net realizable value and a provision of $40 million for the possible funding of the CCP Resort prior to disposal.

(5) In accordance with cruise industry practice, total capacity is calculated based on two passengers per cabin even though some cabins can accommodate three or four passengers. The percentages in excess of 100% indicate that more than two passengers occupied some cabins.

(6) Represents customer deposits for cruises and tours which will be recognized as revenue when earned in the future.

CERTAIN CONSIDERATIONS

TAXATION OF THE COMPANY

The Company believes that it is not subject to United States corporate tax on its income from the international operation of ships ("Shipping Income"). (Certain of the Company's United States source income, such as Holland America Line's income from bus, hotel and tour operations, is not Shipping Income, and thus is subject to United States tax.) The applicable exemption from United States corporate income tax, which is provided by Section 883 of the Internal Revenue Code of 1986, as amended (the "Code"), is available under current United States law for as long as the Company and its subsidiaries that earn Shipping Income (collectively, the "Shipping Companies") meet both an "Incorporation Test" and a "CFC Test".

A corporation meets the Incorporation Test if it is organized under the laws of a foreign country that grants an equivalent exemption to corporations organized in the United States (an "equivalent exemption jurisdiction"). The Company believes that all of the Shipping Companies are organized in equivalent exemption jurisdictions.

A Shipping Company meets the CFC Test if it is a controlled foreign corporation ("CFC"), as defined in Section 957(a) of the Code. A foreign corporation is a CFC if stock representing more than 50% of such corporation's voting power or equity value is owned (or considered as owned) by United States persons each of whom owns (or is considered to own) stock representing 10% or more of the corporation's voting power.

The Company and the Shipping Companies meet the CFC Test because stock of the Company representing more than 50% of the voting power of all the Company's stock is owned by the Micky Arison 1994 "B" Trust, a United States trust whose primary beneficiary is Micky Arison (the "B Trust"). If the Company and the Shipping Companies were to cease to meet the CFC test, and no other basis for exemption were available, much of their income would become subject to taxation by the United States at higher than normal corporate tax rates.

CONTROL BY PRINCIPAL SHAREHOLDERS

Following the sale of the Shares, Ted Arison, the B Trust, certain members of the Arison family, trusts for the benefit of Mr. Ted Arison's children and the Arison Foundation, Inc., a private foundation established by Ted Arison (collectively, the "Principal Shareholders"), will beneficially own, in the aggregate, approximately 48.24% of the outstanding capital stock and will control, in the aggregate, approximately 70.37% of the voting power of the Company. For as long as the B Trust holds a majority of the shares of the Class B Common Stock and the number of outstanding shares of Class B Common Stock is at least 12 1/2% of the number of outstanding shares of both Class A and Class B Common Stock, the B Trust will have the power to elect at least 75% of the directors and to substantially influence the Company's affairs and policies. Micky Arison, the Chairman and Chief Executive Officer of the Company, has the sole right to vote and direct the sale of the Class B Common Stock held by the B Trust, subject, during Ted Arison's lifetime, to the consent of the trustee of the B Trust. The Company has agreed under certain loan agreements to ensure that Ted Arison or members of his immediate family beneficially own, directly or indirectly, a number of shares of the Company's capital stock at least sufficient to elect the majority of the directors.

USE OF PROCEEDS

The Company will not receive any proceeds from the sale of the Shares being sold by the Selling Shareholders. Ted Arison is selling his Shares for certain estate planning and other related purposes.

PRICE RANGE OF CLASS A COMMON STOCK AND DIVIDENDS

The Company's Class A Common Stock is listed on the New York Stock Exchange under the symbol "CCL". There is no established public trading market for the Company's Class B Common Stock.

The following table sets forth for the periods indicated the high and low intra-day prices for the Class A Common Stock, as reported on the New York Stock Exchange-Composite Transactions, and dividends paid on the Class A Common Stock.

	CLASS A COMMON STOCK PRICES		
	HIGH	LOW	DIVIDENDS
1996:			
Fourth Quarter (through November 11, 1996)	$31.875	$29.250	$.110
Third Quarter	31.500	24.500	.090
Second Quarter	30.125	26.125	.090
First Quarter	29.000	22.750	.090
1995:			
Fourth Quarter	27.125	20.625	.090
Third Quarter	24.250	20.375	.075
Second Quarter	26.625	22.125	.075
First Quarter	23.750	19.125	.075
1994:			
Fourth Quarter	23.125	20.563	.075
Third Quarter	24.063	21.750	.070
Second Quarter	25.438	21.000	.070
First Quarter	26.125	23.000	.070

As of November 11, 1996, there were approximately 3,741 holders of record of the Company's Class A Common Stock. All of the issued and outstanding shares of Class B Common Stock are held by the B Trust. The last reported sale price of the Class A Common Stock on the New York Stock Exchange on November 11, 1996 was $30.250 per share.

DIVIDEND POLICY

The Company declared cash dividends of $.070 per share in each of the first three quarters of fiscal 1994, $.075 per share in the fourth quarter of fiscal 1994 and the first three quarters of fiscal 1995, $.090 per share in the fourth quarter of fiscal 1995 and the first three quarters of fiscal 1996 and $.110 per share in the fourth quarter of fiscal 1996. Payment of future quarterly dividends will depend, among other factors, upon the Company's earnings, financial condition and capital requirements and certain tax considerations of certain of the Principal Shareholders, some of whom are required to include a portion of the Company's earnings in their taxable income whether or not the earnings are distributed. The Company may also declare special dividends to all shareholders in the event that the Principal Shareholders are required to pay additional income taxes by reason of their ownership of the Common Stock, either because of an income tax audit of the Company or the Principal Shareholders or because of certain actions by the Company (such as a failure by the Company to maintain its investment in shipping assets at a certain level) that would trigger adverse tax consequences to the Principal Shareholders under the special tax rules applicable to them.

Any dividend declared by the Board of Directors on the Company's Common Stock will be paid concurrently at the same rate on the Class A Common Stock and the Class B Common Stock.

While no tax treaty currently exists between the Republic of Panama and the United States, under current law the Company believes that distributions to its shareholders are not subject to taxation under the laws of the Republic of Panama. Dividends paid by the Company will be taxable as ordinary income for United States Federal income tax purposes to the extent of the Company's current or accumulated earnings and profits, but generally will not qualify for any dividends-received deduction.

The payment and amount of any dividend is within the discretion of the Board of Directors, and it is possible that the amount of any dividend may vary from the levels discussed above. If the law regarding the taxation of the Company's income to the Principal Shareholders were to change so that the amount of tax payable by the Principal Shareholders were increased or reduced, the amount of dividends paid by the Company might be more or less than is currently contemplated.

CAPITALIZATION

The following table sets forth the capitalization of the Company at August 31, 1996. The information set forth below should be read in conjunction with the financial statements and related notes incorporated in this Prospectus by reference.

	AUGUST 31, 1996
	(AMOUNTS IN THOUSANDS)
Current portion of long-term debt	$ 72,525
Long-term debt and convertible notes:	
Mortgages and other loans payable bearing interest at rates ranging from 8% to 9.9%, secured by vessels	$ 98,446
Unsecured Revolving Credit Facility Due 2000	25,000
Multi-currency Revolving Credit Facility Due 2001	166,000
Other loans payable	75,336
5.75% Notes Due March 15, 1998	200,000
6.15% Notes Due October 1, 2003	124,951
7.70% Notes Due July 15, 2004	99,910
7.05% Notes Due May 15, 2005	99,826
7.20% Debentures Due October 1, 2023	124,870
4.50% Convertible Subordinated Notes Due July 1, 1997	45,180
Total long-term debt and convertible notes	$ 1,059,519
Shareholders' equity:	
Class A Common Stock ($.01 par value; one vote per share; 399,500 shares authorized; 239,348 shares issued and outstanding)	$ 2,393
Class B Common Stock ($.01 par value; five votes per share; 100,500 shares authorized; 54,957 shares issued and outstanding)	550
Paid-in capital	812,808
Retained earnings	2,125,374
Less--other	(3,906)
Total shareholders' equity	2,937,219
Total capitalization	$ 3,996,738

SELECTED FINANCIAL DATA

The selected financial data presented below for the fiscal years ended November 30, 1991 through 1995 and as of the end of each such fiscal year are derived from the financial statements of the Company and should be read in conjunction with such financial statements and the related notes incorporated in this Prospectus by reference. The selected financial data for the nine-month periods ended August 31, 1996 and 1995 are unaudited and, in the opinion of management, include all adjustments, consisting of only normal recurring accruals, necessary for a fair presentation of such data. The Company's operations are seasonal, and results for interim periods are not necessarily indicative of the results for the entire year. Certain amounts in prior years have been reclassified to conform with the current year's presentation.

	NINE MONTHS ENDED AUGUST 31,		YEAR ENDED NOVEMBER 30,				
	1996(1)	1995(1)	1995	1994	1993	1992(2)	1991
	(AMOUNTS IN THOUSANDS, EXCEPT PER SHARE DATA)						
OPERATIONS DATA:							
Revenues	$1,737,613	$1,545,244	$1,998,150	$1,806,016	$1,556,919	$1,473,614	$1,404,704
Costs and expenses:							
Operating expenses	962,435	865,311	1,131,113	1,028,475	907,925	865,587	810,317
Selling and administrative	209,221	187,880	248,566	223,272	207,995	194,298	193,316
Depreciation and amortization	107,597	94,753	128,433	110,595	93,333	88,833	85,166
	1,279,253	1,147,944	1,508,112	1,362,342	1,209,253	1,148,718	1,088,799
Operating income before income from affiliated operations	458,360	397,300	490,038	443,674	347,666	324,896	315,905
Income from affiliated operations(3)	12,956	--	--	--	--	--	--
Operating income	471,316	397,300	490,038	443,674	347,666	324,896	315,905
Nonoperating income (expense):							
Interest income	17,280	10,311	14,403	8,668	11,527	16,946	10,596
Interest expense, net of capitalized interest	(49,889)	(48,583)	(63,080)	(51,378)	(34,325)	(53,792)	(65,428)
Other income (expense)	23,778	18,931	19,104	(9,146)	(1,201)	2,731	1,746
Income tax expense	(11,006)	(11,096)	(9,374)	(10,053)	(5,497)	(9,008)	(8,995)
	(19,837)	(30,437)	(38,947)	(61,909)	(29,496)	(43,123)	(62,081)
Income from continuing operations	451,479	366,863	451,091	381,765	318,170	281,773	253,824
Discontinued operations:							
Loss from operations of hotel and casino segment(4)	--	--	--	--	--	--	(33,373)
Estimated loss on disposal of hotel and casino segment(4)	--	--	--	--	--	--	(135,463)
Extraordinary item:							
Loss on early extinguishment of debt(2)	--	--	--	--	--	(5,189)	--
Net income	$ 451,479	$ 366,863	$ 451,091	$ 381,765	$ 318,170	$ 276,584	$ 84,988
Earnings per share:							
Continuing operations	$ 1.56	$ 1.29	$ 1.59	$ 1.35	$ 1.13	$ 1.00	$ .93
Net income	$ 1.56	$ 1.29	$ 1.59	$ 1.35	$ 1.13	$ .98	$ .31
Dividends declared per share	$ .270	$ .225	$ .315	$ .285	$ .280	$ .280	$ .245
Weighted average shares	288,524	283,921	284,220	282,744	282,474	281,686	273,832
Passenger cruise days	8,088	6,825	9,201	8,102	7,003	6,766	6,365
Percent of total cruise capacity(5)	109.7%	105.1%	105.0%	104.0%	105.3%	105.3%	105.7%

	AUGUST 31,	NOVEMBER 30,				
	1996(1)	1995(1)	1994	1993	1992(1)	1991
	(AMOUNTS IN THOUSANDS)					
BALANCE SHEET DATA:						
Cash and cash equivalents and short-term investments	$ 104,673	$ 103,760	$ 124,220	$ 148,920	$ 226,062	$ 278,136
Total current assets	263,695	256,378	240,449	253,798	311,424	363,788
Total assets	4,703,096	4,105,487	3,669,823	3,218,920	2,645,607	2,650,252
Customer deposits(6)	311,765	292,606	257,505	228,153	178,945	167,723
Total current liabilities	689,568	594,710	564,957	549,994	474,781	551,287
Long-term debt and convertible notes	1,059,519	1,150,031	1,161,904	1,031,221	776,600	921,689
Total shareholders' equity	2,937,219	2,344,873	1,928,934	1,627,206	1,384,845	1,171,129

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(1) In the nine months ended August 31, 1996, the Company recognized a $32.0 million gain from the settlement of bankruptcy claims against Wartsila and a loss of $15.8 million on the sale of notes receivable generated from the sale of the CCP Resort. In the nine months ended August 31, 1995, the Company recognized a $14.4 million gain from the settlement of litigation with Metra Oy, the former parent of Wartsila.

(2) In the fiscal year ended November 30, 1992, the Company took an extraordinary charge of $5.2 million in connection with the early redemption of its Zero Coupon Convertible Subordinated Notes due 2005.

(3) Represents income from affiliated companies, including Airtours. The Company acquired a 29.5% interest in Airtours in April 1996 and starting with the quarter ended August 31, 1996, the Company's share of Airtours' operating results is being recorded by the Company on a two-month lag basis.

(4) In November 1991, the Company adopted a formal plan to dispose of Carnival's Crystal Palace Resort and Casino (the "CCP Resort"), which comprised the entire resort and casino segment of the Company's operations. At that time, the Company recorded a provision for the loss on disposal of the CCP Resort of approximately $135 million, representing a write-down of $95 million to record the property at its estimated net realizable value and a provision of $40 million for the possible funding of the CCP Resort prior to disposal.

(5) In accordance with cruise industry practice, total capacity is calculated based on two passengers per cabin even though some cabins can accommodate three or four passengers. The percentages in excess of 100% indicate that more than two passengers occupied some cabins.

(6) Represents customer deposits for cruises and tours which will be recognized as revenue when earned in the future.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Certain statements contained in "Management's Discussion of Financial Condition and Results of Operations" constitute forward-looking statements under the Reform Act. See "Special Note Regarding Forward-Looking Statements."

RESULTS OF OPERATIONS

The Company earns cruise revenues primarily from (i) the sale of passenger tickets, which include accommodations, meals, airfare and substantially all shipboard activities, and (ii) the sale of goods and services on board its cruise ships, such as casino gaming, liquor sales, gift shop sales and other related services. The Company also derives revenues from the tour and related operations of HAL Antillen N.V., a subsidiary of the Company ("HAL").

The following table presents statements of operations data expressed as a percentage of total revenues and selected statistical information for the periods indicated:

	NINE MONTHS ENDED AUGUST 31		YEAR ENDED NOVEMBER 30,		
	1996	1995	1995	1994	1993
REVENUES	100 %	100 %	100 %	100 %	100 %
OPERATING COSTS AND EXPENSES:					
Operating expenses	56	56	57	57	58
Selling and administrative	12	12	12	12	14
Depreciation and amortization	6	6	6	6	6
OPERATING INCOME BEFORE INCOME FROM AFFILIATED OPERATIONS	26	26	25	25	22
INCOME FROM AFFILIATED OPERATIONS	1	--	--	--	--
OPERATING INCOME	27	26	25	25	22
NONOPERATING INCOME (EXPENSE)	(1)	(2)	(2)	(4)	(2)
INCOME FROM CONTINUING OPERATIONS	26 %	24 %	23 %	21 %	20 %
SELECTED STATISTICAL INFORMATION:					
Passengers carried	1,351,000	1,139,000	1,543,000	1,354,000	1,154,000
Passenger cruise days	8,088,000	6,825,000	9,201,000	8,102,000	7,003,000
Occupancy percentage	109.7 %	105.1 %	105.0 %	104.0 %	105.3 %

GENERAL

The growth in the Company's revenues during the last three fiscal years has primarily been a function of the expansion of its fleet capacity.

Fixed costs, including depreciation, fuel, insurance, and crew costs represent more than one-third of the Company's operating expenses and do not significantly change in relation to changes in passenger loads and aggregate passenger ticket revenue. The Company's different businesses experience varying degrees of seasonality. The Company's revenue from the sale of passenger tickets for Carnival Cruise Lines' ("Carnival") ships is moderately seasonal. Historically, demand for Carnival cruises has been greater during the periods from late June through August and lower during the fall months. HAL cruise revenues are more seasonal than Carnival's cruise revenues. Demand for HAL cruises is strongest during the summer months when HAL ships operate in Alaska and Europe and HAL typically obtains higher pricing for these summer products. Demand for HAL

cruises is lower during the winter months when HAL ships sail in more competitive markets. The Company's tour revenues are extremely seasonal with a large majority of tour revenues generated during the late spring and summer months in conjunction with the Alaska cruise season.

In April 1996, the Company made an investment in Airtours which it records using the equity basis of accounting. Starting with the Company's quarter ending August 31, 1996, the Company's share of Airtours' operating results is being recorded by the Company on a two month lag basis. Airtours' earnings are seasonal due to the seasonal nature of the European leisure travel industry. During the last two fiscal years, Airtours' third and fourth fiscal quarters, ending June 30 and September 30, respectively, have been profitable, with the fourth quarter being its most profitable quarter. During this same period, Airtours experienced seasonal losses in its first and second fiscal quarters ending on December 31 and March 31, respectively.

Average capacity is expected to increase 8.2% during the fourth fiscal quarter of 1996 as compared with the same period in 1995, as a result of the introduction into service of the Inspiration in March 1996 and the Veendam in May 1996. See "Special Note Regarding Forward-Looking Statements."

NINE MONTHS ENDED AUGUST 31, 1996 COMPARED TO NINE MONTHS ENDED AUGUST 31, 1995

REVENUES

The increase in total revenues of $192.4 million, or 12.4%, from the first nine months of 1995 to the first nine months of 1996 was primarily comprised of a $180.2 million, or 13.2%, increase in cruise revenues. The increase in cruise revenues was primarily the result of a 13.5% increase in capacity for the period resulting from the addition of the Carnival cruise ships Imagination in July 1995 and Inspiration in March 1996 and Holland America Line's cruise ship Veendam in May 1996. Occupancy rates were up 4.4% and gross pricing was down 4.5% resulting in a decrease of 0.3% in gross yield (total revenue per lower berth). Net yields, i.e., net revenue per lower berth (net revenue is total revenues less travel agent commissions, airfare costs and other less significant cruise costs), increased 1.1% during the first nine months of the year due to improved occupancy rates. Also affecting cruise revenues during 1995 were lost revenues caused by the shipboard incident described under "--Nonoperating Income (Expense)" below.

Revenues from the Company's tour operations increased $20.9 million, or 9.6%, to $238.6 million in 1996 from $217.7 million in 1995. The increase was primarily the result of an increase in tour and transportation revenues due to an increase in the number of tour passengers.

COSTS AND EXPENSES

Operating expenses increased $97.1 million, or 11.2%, from the first nine months of 1995 to the first nine months of 1996. Cruise operating costs increased by $85.0 million, or 11.4%, to $827.9 million in the first nine months of 1996 from $742.9 million in the first nine months of 1995, primarily due to additional costs associated with the increased capacity.

Tour operating expenses increased $20.8 million, or 12.7%, from the first nine months of 1995 to the first nine months of 1996, primarily due to an increase in the number of tour passengers.

Selling and administrative costs increased $21.3 million, or 11.4%, mainly due to an increase in advertising expenses and an increase in payroll and related costs associated with the increase in capacity during the first nine months of 1996 as compared with the same period of 1995.

Depreciation and amortization increased by $12.8 million, or 13.6%, to $107.6 million in the first nine months of 1996 from $94.8 million in the first nine months of 1995, primarily due to the addition of the Imagination, Inspiration and the Veendam.

AFFILIATED OPERATIONS

During April 1996, the Company acquired a 29.5% interest in Airtours and is recording its share of Airtours' earnings on a two-month lag basis. During the Company's quarter ended August 31, 1996, the Company's share of earnings for Airtours was recorded for Airtours' quarter ended June 30, 1996. The Company also began reporting its equity in earnings of certain other affiliates.

NONOPERATING INCOME (EXPENSE)

Total nonoperating expense (net of nonoperating income) decreased to $19.8 million for the first nine months of 1996 from $30.4 million in the first nine months of 1995. Interest income increased $7.0 million primarily due to the Company's holding of 13% Senior Secured Notes (which were redeemed in April 1996) of Norwegian Cruise Line, Ltd. (the "NCL Bonds") and, to a lesser degree, increases in cash balances. Cash balances, up to the closing of the Airtours transaction in April 1996, increased due to United Kingdom regulatory requirements applicable to the Company's tender offer to acquire its interest in Airtours. Gross interest expense (excluding capitalized interest) increased $6.6 million primarily as a result of additional borrowings required in connection with the acquisition of Airtours. Capitalized interest increased $5.3 million due to higher investment levels in vessels under construction.

Other income increased to $23.8 million in the first nine months of 1996 primarily as a result of a $32.0 million gain from settlement of bankruptcy claims against Wartsila (see "Business-- Litigation"), less a loss on the sale of the notes receivable generated from the sale of CCP Resort of $15.8 million. Other income of $18.9 million in the first nine months of 1995 included a $14.4 million gain from the settlement of litigation with Metra Oy (see "Business--Litigation") and a gain on the sale of the Company's entire interest in Epirotiki Cruise Line less a loss of $3.0 million from a fire on Carnival Cruise Lines' Celebration as well as other non-related, non-recurring items. In addition, the Company estimated the loss of revenue, net of related variable expense, from the Celebration being out of service due to the fire reduced operating income and net income by an additional $7.3 million in the third quarter of 1995.

FISCAL YEAR ENDED NOVEMBER 30, 1995 COMPARED TO FISCAL YEAR ENDED NOVEMBER 30, 1994

REVENUES

The increase in total revenues of $192.1 million from 1994 to 1995 was comprised primarily of a $177.7 million, or 10.9%, increase in cruise revenues. The increase in cruise revenues was primarily the result of a 12.5% increase in capacity for the period resulting from the addition of Carnival's cruise ship Fascination in July 1994, HAL's Ryndam in October 1994, and Carnival's Imagination in July 1995, partially offset by the discontinuation of the FiestaMarina division of Carnival in September 1994. Also affecting cruise revenues were lower gross passenger per diems. The gross passenger per diems decreased primarily due to a reduction in the percentage of passengers electing the Company's air program. When a passenger elects to purchase his/her own air transportation, rather than use the Company's air program, both the Company's cruise revenues and operating expenses decrease by approximately the same amount. Occupancy rates increased by approximately 1%. Also affecting cruise revenues in 1995 and 1994 were lost revenues caused by the incidents described under "--Nonoperating Income (Expense)" below.

Revenues from the Company's tour operations increased $14.3 million, or 6.3%, to $241.9 million in 1995 from $227.6 million in 1994. The increase was primarily the result of an increase in the tour and transportation revenues generated by the Company's tour business and Gray Line of Alaska tour and motorcoach operations.

COSTS AND EXPENSES

Operating expenses increased $102.6 million, or 10.0%, from 1994 to 1995. Cruise operating costs increased by $93.8 million, or 10.5%, to $990.0 million in 1995 from $896.3 million in 1994, primarily due to additional costs associated with the increased capacity in 1995.

Tour operating expenses increased $8.7 million, or 4.9%, from 1994 to 1995, primarily due to an increase in tour passengers.

Selling and administrative expenses increased $25.3 million, or 11.3%, primarily due to a 14.6% increase in advertising expenses and an increase in payroll and related costs during 1995 as compared with the same period in 1994.

Depreciation and amortization increased by $17.8 million, or 16.1%, to $128.4 million in 1995 from $110.6 million in 1994 primarily due to the addition of the Ryndam, the Fascination and the Imagination.

NONOPERATING INCOME (EXPENSE)

Total nonoperating expense (net of nonoperating income) decreased to $38.9 million in 1995 from $61.9 million in 1994. Interest income increased $5.7 million in 1995 due to the recognition of interest income on notes received from the sale of the CCP Resort and higher investment balances. Total interest expense increased to $81.9 million in 1995 from $73.2 million in 1994, primarily as a result of increased average debt levels and higher variable interest rates. The higher debt levels were the result of expenditures made in connection with the ongoing construction and delivery of new cruise ships. Capitalized interest decreased to $18.8 million in 1995 from $21.9 million in 1994 due to lower levels of investments in vessels under construction.

Other income increased to $19.1 million in 1995 primarily as a result of a $14.4 million gain from the settlement of litigation with Metra Oy and a gain from the sale of the Company's entire interest in Epirotiki Cruise Line. These gains were partially offset by the loss from the Celebration incident discussed below and certain other non-related, non-recurring items. See "Business--Litigation."

In June 1995, a fire, which was quickly extinguished, broke out in the engine control room on Carnival's Celebration. There were no injuries to passengers or crew, however, there was damage to one of the vessel's electrical control panels. The time necessary to complete repairs to the Celebration as a result of this incident caused the cancellation of four one-week cruises. Costs associated with repairs to the ship, passenger handling and various other expenses, net of estimated insurance recoveries, amounted to $3.0 million and were included in other expenses. In addition, the Company estimates that the loss of revenue, net of related variable expenses, from the Celebration being out of service, reduced operating income and net income by an additional $7.3 million in 1995.

Other expenses of $9.1 million in 1994 were primarily the result of two events. In September 1994, the Company discontinued its FiestaMarina division because of lower than expected passenger occupancy levels which resulted in a charge of $3.2 million to other expenses. In August 1994, HAL's Nieuw Amsterdam ran aground in Alaska resulting in the cancellation of three one-week cruises. Costs associated with repairs to the ship, passenger handling and various other

expenses, net of estimated insurance recoveries, amounted to $6.4 million and were included in other expenses. In addition, the Company estimates that the loss of revenue, net of related variable expenses, from the Nieuw Amsterdam being out of service during that three-week period, reduced operating income and net income by an additional $4.5 million in 1994.

FISCAL YEAR ENDED NOVEMBER 30, 1994 COMPARED TO FISCAL YEAR ENDED NOVEMBER 30, 1993

REVENUES

The increase in total revenues of $249.1 million from 1993 to 1994 was comprised of a $241.6 million, or 17.5%, increase in cruise revenues and an increase of $7.5 million, or 4.3%, in tour revenues for the period. The increase in cruise revenues was primarily the result of a 17.2% increase in capacity for the period. This capacity increase resulted from additional capacity provided by Carnival's SuperLiners Sensation and Fascination which entered service in November 1993 and July 1994, respectively, and Holland America Line's Maasdam and Ryndam which entered service in December 1993 and October 1994, respectively. Also affecting cruise revenues were slightly higher yields, slightly lower occupancies and lost revenues related to the grounding of the Nieuw Amsterdam which resulted in the cancellation of three one-week cruises in August 1994. See "--Nonoperating Income (Expense)" above.

Revenues from the Company's tour operations increased to $227.6 million in 1994 from $214.4 million in 1993 primarily due to an increase in the number of tour passengers.

COSTS AND EXPENSES

Operating expenses increased $120.6 million, or 13.3%, from 1993 to 1994. Cruise operating costs increased by $113.4 million, or 14.5%, to $896.3 million in 1994 from $782.8 million in 1993. Cruise operating costs increased primarily due to costs associated with the increased capacity in 1994.

Selling and administrative expenses increased $15.3 million, or 7.3%, from 1993 to 1994. These increases were attributable to additional advertising and other costs associated primarily with the increase in capacity.

Depreciation and amortization increased by $17.3 million, or 18.5%, to $110.6 million in 1994 from $93.3 million in 1993. Depreciation and amortization increased primarily due to the additional capacity discussed above. Also, the depreciable lives of four of the Carnival ships built in the 1980s were extended from 20 or 25 years to 30 years to conform to industry standards. This resulted in a reduction of depreciation of approximately $4 million during 1994.

NONOPERATING INCOME (EXPENSE)

Total nonoperating expense (net of nonoperating income) increased in 1994 to $61.9 million from $29.5 million in 1993. Interest income decreased to $8.7 million in 1994 from $11.5 million in 1993 due to a lower level of investments in 1994. Interest expense increased to $73.3 million in 1994 from $58.9 million in 1993 as a result of increased debt levels. Both the lower investment levels and higher debt levels were the result of expenditures made in connection with the ongoing construction and delivery of cruise ships. Capitalized interest decreased to $21.9 million in 1994 from $24.6 million in 1993.

Other expenses increased to $9.1 million in 1994 because of two events which occurred during 1994 which are discussed in the nonoperating income (expense) section for the fiscal year ended November 30, 1995 compared to fiscal year ended November 30, 1994, above.

Income tax expense increased to $10.1 million in 1994, primarily as a result of taxes, of approximately $3.0 million on a dividend paid by the tour company, a U.S. company, to its parent company, a foreign shipping company.

LIQUIDITY AND CAPITAL RESOURCES

SOURCES AND USES OF CASH

The Company's business provided $587.2 million of net cash from operations during the year ended November 30, 1995 (an increase of 9.3% over the comparable period in 1994) and $656.2 million of net cash from operations during the nine months ended August 31, 1996 (an increase of 25.6% over the comparable period in 1995). The increase in fiscal 1995 was primarily the result of higher net income for the period. The increase during the nine months ended August 31, 1996 was primarily the result of an increase in net income and changes in working capital accounts.

In April 1995, the Company received $47 million of net proceeds from the sale of 2.1 million shares of Class A Common Stock by the Company pursuant to the underwriters' exercise of an overallotment option in a secondary offering by certain shareholders of the Company. Also during fiscal 1995, the Company issued $100 million of 7.05% Notes Due May 15, 2005 and received approximately $99.2 million in cash proceeds net of underwriting fees and other costs and made borrowings of $269 million under its $750 million revolving credit facility due 2000 (the "$750 Million Revolver").

During fiscal 1995 and the nine months ended August 31, 1996, the Company spent approximately $484 million and $514 million, respectively, on capital projects. During fiscal 1995, $432 million was spent in connection with its ongoing shipbuilding program, and $34 million was spent on the purchase and expansion of the Company's shore side operations facilities located in Miami, Florida. During the nine months ended August 31, 1996, $447 million was spent in connection with the Company's ongoing ship-building program, and $36 million was spent on the expansion of the Company's shore side operations facilities located in Miami, Florida.

The Company also made scheduled principal payments during fiscal 1995, totaling approximately $79.6 million, under various individual vessel mortgage loans and repaid $322 million of the outstanding balance on the $750 Million Revolver. During the nine months ended August 31, 1996, the Company made scheduled principal payments totaling approximately $43 million under various individual vessel mortgage loans and a repayment of $160 million on the $750 Million Revolver. During the nine months ended August 31, 1996, the Company borrowed and repaid $475 million under the $750 Million Revolver for the final payment on the Inspiration and the Veendam.

Additionally, approximately $70 million of the Company's $115 million of Convertible Notes were converted into approximately four million shares of the Company's Class A Common Stock during the nine months ending August 31, 1996.

During the year ended November 30, 1995 and the nine months ended August 31, 1996, the Company paid cash dividends of approximately $85 million and $77 million, respectively.

In October 1995, the Company purchased $101 million face amount of NCL Bonds for $81 million. In February 1996, the Company sold an option to NCL Holding AS, the parent company of Norwegian Cruise Line, Ltd. (formerly named Kloster Cruise Ltd.), to purchase the NCL Bonds. The

option was exercised in April 1996, and the Company sold the NCL Bonds to NCL Holding AS. The transaction resulted in a small gain.

In April 1996, the Company acquired a 29.5% interest in Airtours. The Company paid approximately $163 million in cash and funded the remaining $144 million through the issuance of 5,301,186 shares of the Company's Class A Common Stock. The Company borrowed $168 million under a $200 million multi-currency revolving credit facility due 2001 (the "$200 Million Multi-currency Revolver") to fund the cash portion of the Airtours investment described above.

FUTURE COMMITMENTS

The Company is scheduled to take delivery of seven new vessels over the next three years. The Company will pay approximately $374 million in the twelve month period ending August 31, 1997 related to the construction and delivery of ships and $1.7 billion beyond August 31, 1997. In addition, the Company has $1.1 billion of outstanding long-term debt and convertible notes of which approximately $73 million is due in the twelve month period ending August 31, 1997. The Company also enters into forward foreign currency contracts and interest rate swap agreements to hedge the impact of foreign currency and interest rate fluctuations. See "Special Note Regarding Forward-Looking Statements."

FUNDING SOURCES

Cash from operations is expected to be the Company's principal source of capital to fund its debt service requirements and ship construction costs. In addition, the Company may fund a portion of the construction cost of new ships from borrowings under the revolving credit facilities and/or through the issuance of long-term debt in the public or private markets. At August 31, 1996, approximately $725 million was available for borrowing by the Company under the $750 Million Revolver, $34 million was available under the $200 Million Multi-currency Revolver and an additional $250 million was available under a short-term general purpose revolving credit facility (the "$250 Million Revolver"). The Company intends to initiate a $1 billion commercial paper program that is supported by the $750 Million Revolver and the $250 Million Revolver.

To the extent that the Company should require or choose to fund future capital commitments from sources other than operating cash or from borrowings under the $200 Million Multi-Currency Revolver, the $750 Million Revolver, the $250 Million Revolver, or the commercial paper program, the Company believes that it will be able to secure such financing from banks or through the offering of debt and/or equity securities in the public or private markets. In this regard, the Company has filed two Registration Statements on Form S-3 (the "Shelf Registration") relating to a shelf offering of up to $500 million aggregate principal amount of debt or equity securities. Through August 31, 1996, the Company had issued $230 million of debt securities under the shelf. A balance of $270 million aggregate principal amount of debt or equity securities remains available for issuance under the Shelf Registration.

The Company is the world's largest multiple-night cruise company based on the number of passengers carried and revenues generated. The Company offers a broad range of cruise products, serving the contemporary cruise market through Carnival Cruise Lines, the premium market through Holland America Line and the luxury market through Windstar Cruises and the Company's joint venture, Seabourn Cruise Line. In total, the Company owns and operates 21 cruise ships (not including three ships held through the Seabourn joint venture) with an aggregate capacity of 28,195 passengers based on two passengers per cabin. The Company also operates a tour business through Holland America Westours.

Certain statements under this heading "Business" constitute "forward-looking statements" under the Reform Act. See "Special Note Regarding Forward-Looking Statements."

CRUISE SHIP SEGMENT

INDUSTRY

The passenger cruise industry as it exists today began in approximately 1970. Over time, the industry has evolved from a trans-ocean carrier service into a vacation alternative to land-based resorts and sight-seeing destinations. According to Cruise Lines International Association ("CLIA"), an industry trade group, approximately 500,000 North American passengers took cruises in 1970 for three consecutive nights or more. CLIA estimates that this number reached 4.4 million passengers in 1995, an average compound annual growth rate of 9% since 1970. Also, according to CLIA, by the end of 1995 the number of ships in service totaled 124 with an aggregate capacity of approximately 106,000 berths.

CLIA estimates that the number of cruise passengers will grow to 4.8 million in 1996. CLIA also projects that by the end of 1996, North America will be served by 120 vessels having an aggregate capacity of approximately 112,000 berths.

The following table sets forth the North American industry and Company growth over the past five years based on passengers carried for at least three consecutive nights:

YEAR	NORTH AMERICAN CRUISE PASSENGERS	COMPANY CRUISE PASSENGERS CARRIED
	CALENDAR	(FISCAL)
1995	4,378,000	1,543,000
1994	4,448,000	1,354,000
1993	4,480,000	1,154,000
1992	4,136,000	1,153,000
1991	3,979,000	1,100,000

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Source: CLIA.

From 1991 through 1995, the Company's average compound annual growth rate in number of passengers carried was 8.8% versus the industry average of 2.0%.

The Company's passenger capacity has grown from 17,973 at November 30, 1991 to 28,195 at August 31, 1996. The delivery of the Statendam, Sensation and Maasdam in 1993 increased capacity by 4,572 passengers, more than offsetting a capacity decrease of 906 passengers related to the sale of the Mardi Gras in that year. During 1994, net capacity increased by 2,369 passengers due to the delivery of the Fascination and Ryndam, net of the 937 decrease in

passenger capacity related to the sale of the FiestaMarina. In 1995, with the delivery of the Imagination, capacity increased by 2,040. To date in 1996, net capacity increased by 2,158 passengers due to the delivery of the Inspiration and the Veendam, net of the 1,146 decrease in passenger capacity related to the charter of the Festivale to Dolphin Cruise LIne. See "--Other Cruise Activities".

In spite of the cruise industry's growth since 1970, the Company believes cruises represent only approximately 2% of the applicable North American vacation market, defined as persons who travel for leisure purposes on trips of three nights or longer involving at least one night's stay in a hotel. Only an estimated 7% of the North American population has ever cruised.

CRUISE SHIPS AND ITINERARIES

Under the Carnival Cruise Lines name, the Company serves the contemporary market with ten ships (collectively, the "Carnival Ships"). All of the Carnival Ships were designed by and built for Carnival, including nine SuperLiners which are among the largest in the cruise industry. Eight of the Carnival Ships operate in the Caribbean and two Carnival Ships call on ports in the Mexican Riviera. During 1996, the Carnival ship Tropicale began operating in Alaska during the summer season. Carnival also offers cruises through the Panama Canal and to the Hawaiian Islands. See "--Sales and Marketing."

Through its subsidiary, HAL, the Company operates eleven ships offering premium or luxury specialty vacations. Eight of these ships, the Rotterdam, the Nieuw Amsterdam, the Noordam, the Westerdam, the Statendam, the Maasdam, the Ryndam and the Veendam are operated under the Holland America Line name (the "HAL Ships"). The remaining three ships, the Wind Star, the Wind Song and the Wind Spirit, are operated under the Windstar Cruises name (the "Windstar Ships"). Seven of the HAL Ships were designed by and built for HAL. The three Windstar Ships were built for Windstar Sail Cruises, Ltd. ("WSCL") between 1986 and 1988.

HAL offers premium cruises of various lengths in the Caribbean, Alaska, Panama Canal, Europe, the Mediterranean, Hawaii, Mexico, South Pacific, South America and the Orient. Cruise lengths for HAL vary from one to 99 days, with a large proportion being seven or ten days in length. Periodically, the HAL Ships make longer grand cruises or operate on short-term special itineraries. For example, in 1996, the Rotterdam made a 50-day world cruise and a 99-day Grand South America voyage. HAL will continue to offer these special and longer itineraries in order to increase travel opportunities for its customers and strengthen its cruise offerings in view of the fleet expansion. The majority of the HAL Ships operate in the Caribbean during fall to late spring and in Alaska during late spring to early fall. The three Windstar Ships currently operate in the Caribbean, the Mediterranean and the South Pacific.

The following table presents summary information concerning the Company's ships. Areas of operation are based on current itineraries and are subject to change.

VESSEL	REGISTRY	BUILT	PASSENGER CAPACITY(1)	GROSS REGISTERED TONS	PRIMARY AREAS OF OPERATION
CARNIVAL CRUISE LINES:					
Inspiration	Panama	1996	2,040	70,367	Caribbean
Imagination	Panama	1995	2,040	70,367	Caribbean
Fascination	Panama	1994	2,040	70,367	Caribbean
Sensation	Panama	1993	2,040	70,367	Caribbean
Ecstasy	Liberia	1991	2,040	70,367	Caribbean
Fantasy	Liberia	1990	2,044	70,367	Bahamas
Celebration	Liberia	1987	1,486	47,262	Caribbean
Jubilee	Panama	1986	1,486	47,262	Mexican Riviera
Holiday	Panama	1985	1,452	46,052	Mexican Riviera
Tropicale	Liberia	1982	1,022	36,674	Caribbean, Alaska
Total Carnival Ships Capacity			17,690		
HOLLAND AMERICA LINE:					
Veendam	Bahamas	1996	1,266	55,451	Alaska, Caribbean
Ryndam	Netherlands	1994	1,266	55,451	Alaska, Caribbean
Maasdam	Netherlands	1993	1,266	55,451	Europe, Caribbean
Statendam	Netherlands	1993	1,266	55,451	Alaska, Caribbean
Westerdam	Netherlands	1986	1,494	53,872	Canada, Caribbean
Noordam	Netherlands	1984	1,214	33,930	Alaska, Caribbean
Nieuw Amsterdam	Netherlands	1983	1,214	33,930	Alaska, Caribbean
Rotterdam	Netherlands	1959	1,075	37,783	Alaska, Worldwide
Total HAL Ships Capacity			10,061		
WINDSTAR CRUISES:					
Wind Spirit	Bahamas	1988	148	5,736	Caribbean, Mediterranean
Wind Song	Bahamas	1987	148	5,703	South Pacific
Wind Star	Bahamas	1986	148	5,703	Caribbean, Mediterranean
Total Windstar Ships Capacity			444		
Total Capacity			28,195		

Carnival Corporation also owns the Festivale, a 1,146 berth vessel built in 196`1, which it currently charters to Dolphin Cruise Line. In addition, Holland America Line's Rotterdam is expected to be replaced in September 1997 by the Rotterdam VI, which is currently under construction, and the Tropicale is expected to enter service with the HMM joint venture in the spring of 1998.

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(1) In accordance with cruise industry practice, passenger capacity is calculated based on two passengers per cabin even though some cabins can accommodate three or four passengers.

CRUISE SHIP CONSTRUCTIONS

The Company is currently constructing four cruise ships to be operated under the Carnival name and three cruise ships to be operated under the Holland America Line name. The following table presents summary information concerning ships under construction:

VESSEL	EXPECTED SERVICE DATE	SHIPYARD	PASSENGER CAPACITY(1)	TONS	APPROXIMATE COST
					(IN THOUSANDS)
CARNIVAL CRUISE LINES:					
Carnival Destiny.....	November 1996	Fincantieri(2)	2,640	101,000	$ 430,000
Elation.....	March 1998	Masa-Yards	2,040	70,367	300,000
Paradise.....	December 1998	Masa-Yards	2,040	70,367	300,000
Carnival Triumph.....	July 1999	Fincantieri(2)	2,640	101,000	415,000
Total Carnival Ships.....			9,360		$1,445,000
HOLLAND AMERICA LINE:					
Rotterdam VI.....	October 1997	Fincantieri(2)	1,320	62,000	235,000
To Be Named.....	February 1999	Fincantieri(2)	1,440	63,000	300,000
To Be Named.....	September 1999	Fincantieri(2)	1,440	63,000	300,000
Total HAL Ships.....			4,200		835,000
Total.....			13,560		$2,280,000

(1) In accordance with cruise industry practice, passenger capacity is calculated based on two passengers per cabin even though some cabins can accommodate three or four passengers.

(2) The construction contracts with such shipyards are denominated in Italian Lire. Contracts denominated in foreign currencies have been fixed into U.S. Dollars through the utilization of forward currency contracts.

OTHER CRUISE ACTIVITIES

In April 1992, the Company acquired 25% of the capital stock of Seabourn Cruise Line Limited ("Seabourn"). As part of the transaction, the Company also made a subordinated secured ten-year loan of $15 million to Seabourn and a $10 million convertible loan to Seabourn. In December 1995, the $10 million convertible loan was converted by the Company into an additional 25% equity interest in Seabourn. Seabourn operates three ultra-luxury ships, which have an aggregate capacity of 612 passengers and have itineraries in the Caribbean, the Baltic, the Mediterranean and the Far East.

CRUISE TARIFFS

The table below sets forth certain price information for the Company's cruises. Unless otherwise noted, brochure prices include round trip airfare from over 175 cities in the United States and Canada. If a passenger chooses not to have the Company provide air transportation, the ticket price is reduced. Brochure prices vary depending on size and location of cabin, the time of year that the voyage takes place, and when the booking is made. The cruise brochure price includes a wide variety of activities and facilities, such as a fully equipped casino, nightclubs, theatrical shows, movies, parties, a discotheque, a health club and swimming pools on each ship. The brochure price also includes numerous dining opportunities daily.

Brochure pricing information below is per person based on double occupancy:

AREA OF OPERATION	CRUISE LENGTH	PRICE RANGE
CARNIVAL CRUISE LINES:		
Caribbean	3-day	$ 579- 1,199
	4-day	679- 1,369
	7-day	1,399- 2,469
Mexico	3-day	579- 1,199
	4-day	679- 1,369
	7-day	1,369- 2,469
HOLLAND AMERICA LINE (1):		
Alaska	7-day	$ 975- 7,000
Caribbean	7-day	1,212- 5,775
	10-day	2,030- 6,000
Europe	10- to 12-day	3,335-14,045
Panama Canal	10- to 22-day	2,795-15,400
WINDSTAR CRUISES (1):		
Caribbean	7-day	$3,195- 3,295
Mediterranean	7- to 16-day	2,695- 6,095
South Pacific	7-day	3,195- 3,495

(1) Prices represent cruise only.

Brochure prices are regularly discounted through the Company's early booking discount program and other promotions.

ON-BOARD AND OTHER REVENUES

The Company derives revenues from certain on-board activities and services including casino gaming, liquor sales, gift shop sales, shore tours, photography and promotional advertising by merchants located in ports of call.

The casinos, which contain slot machines and gaming tables including blackjack, craps, roulette and stud poker, are open when the ships are at sea in international waters. The Company also earns revenue from the sale of alcoholic beverages. Certain onboard activities are managed by independent concessionaires from which the Company collects a percentage of revenues, while certain other activities are managed by the Company.

The Company receives additional revenue from the sale to its passengers of shore excursions at each ship's ports of call. On the Carnival Ships, such shore excursions are operated by independent tour operators and include bus and taxi sight-seeing excursions, local boat and beach parties, and nightclub and casino visits. On the HAL Ships, shore excursions are operated by Holland America Westours and independent parties.

In conjunction with its cruise vacations on the Carnival Ships, the Company sells pre- and post-cruise land packages. Such packages generally include one, two or three-night vacations at locations such as Walt Disney World in Orlando, Florida or resorts in the South Florida and the San Juan, Puerto Rico areas.

In conjunction with its cruise vacations on the HAL Ships, HAL sells pre-cruise and post-cruise land packages which are more fully described below. See "--Tour Segment".

PASSENGERS

The following table sets forth the aggregate number of passengers carried and percentage occupancy for the Company's ships for the periods indicated:

	NINE MONTHS ENDED AUGUST 31, 1996	YEAR ENDED NOVEMBER 30, 1995	1994	1993
Number of Passengers	1,351,000	1,543,000	1,354,000	1,154,000
Occupancy Percentage(1)	109.7%	105.0%	104.0%	105.3%

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(1) In accordance with cruise industry practice, total capacity is calculated based on two passengers per cabin even though some cabins can accommodate three or four passengers. Occupancy percentages in excess of 100% indicate that more than two passengers occupied some cabins.

The following table sets forth the actual occupancy percentage for all cruises on the Company's ships for each quarter since the third quarter of fiscal 1994:

QUARTER ENDING	OCCUPANCY PERCENTAGE
August 31, 1996	114.5%
May 31, 1996	107.2
February 28, 1996	107.1
November 30, 1995	104.6
August 31, 1995	114.6
May 31, 1995	100.3
February 28, 1995	99.9
November 30, 1994	100.9
August 31, 1994	113.4

SALES AND MARKETING

The Company's products are positioned to appeal to the contemporary, premium and luxury specialty segments. The luxury specialty segment, which is not as large as the other segments, is served by cruises with per diems of $300 or higher. The premium segment typically is served by cruises that last for seven to 14 days or more at per diem rates of $250 or higher, and appeal principally to more affluent customers. The contemporary segment, on the other hand, is served typically by cruises that are seven days or shorter in length, are priced at per diem rates of $200 or less, and feature a casual ambience. The Company believes that the success and growth of the Carnival cruises is attributable in large part to its early recognition of this market segmentation and its efforts to reach and promote the expansion of the contemporary segment.

Carnival believes that its success is due in large part to its unique product positioning within the industry. Carnival markets the Carnival Ship cruises not only as alternatives to competitors' cruises, but as vacation alternatives to land-based resorts and sight-seeing destinations. Carnival seeks to attract passengers from the broad vacation market, including those who have never been on a cruise ship before and who might not otherwise consider a cruise as a vacation alternative. Carnival's strategy has been to emphasize the cruise experience itself rather than particular destinations, as well as the advantages of a prepaid, all-inclusive vacation package. Carnival markets the Carnival Ship cruises as the "Fun Ships(R)" experience, which includes a wide variety of shipboard activities and entertainment, such as full-scale casinos and nightclubs, an atmosphere of pampered service and unlimited food.

The Company markets the Carnival Ships as the "Fun Ships(R)" and uses the themes "Carnival's Got the Fun(R)" and "The Most Popular Cruise Line in the World(R)", among others. Carnival advertises nationally directly to consumers on network television and through extensive print media featuring its spokesperson, Kathie Lee Gifford. Carnival believes its advertising generates interest in cruise vacations generally and results in a higher degree of consumer awareness of the "Fun Ships(R)" concept and the "Carnival(R)" name. Substantially all of Carnival's cruise bookings are made through travel agents, which arrangement is encouraged as a matter of policy. In fiscal 1995, Carnival took reservations from about 29,000 of approximately 45,000 travel agencies in the United States and Canada. Travel agents receive a standard commission of 10% (15% in the State of Florida), plus the potential of an additional commission based on sales volume. Moreover, because cruise vacations are substantially all-inclusive, sales of Carnival cruise vacations yield a significantly higher commission to travel agents than selling air tickets and hotel rooms. During fiscal 1995, no one travel agency accounted for more than 2% of Carnival's revenues.

Carnival engages in substantial promotional efforts designed to motivate and educate retail travel agents about its "Fun Ships(R)" cruise vacations. Carnival employs approximately 90 field sales representatives and 30 in-house service representatives to motivate independent travel agents and promote its cruises. Carnival believes it has the largest sales force in the industry.

To facilitate access and to simplify the reservation process, Carnival employs approximately 360 reservation agents to take bookings from independent travel agents. Carnival's fully-automated reservation system allows its reservation agents to respond quickly to book cabins on its ships. Carnival has a policy of pricing comparable cabins (based on size, location and length of voyage) on its various ships at the same rate ("common rating"). Such common rate includes round-trip airfare, which means that any passenger can fly from any one of over 140 cities in the United States and Canada to ports of embarkation for the same price. Through common rating, Carnival is able to offer customers a wider variety of voyages for the same price, which the Company believes improves occupancy on all its cruises. However, discounts from brochure prices may vary depending upon the ship, intinerary, time of year and demand for each cruise.

Carnival's cruises generally are substantially booked several months in advance of the sailing date. This lead time allows Carnival to adjust its prices, if necessary, in relation to demand for available cabins, as indicated by the level of advance bookings. Carnival's SuperSaver fares, introduced several years ago, are designed to encourage potential passengers to book cruise reservations earlier, which helps the Company to more effectively manage yields (pricing and occupancy). Carnival's payment terms require that a passenger pay approximately 15% of the cruise price within seven days of the reservation date and the balance not later than 45 days before the sailing date for three- and four-day cruises and 60 days before the sailing date for seven-day cruises.

The HAL and Windstar Ships cater to the premium and luxury specialty markets, respectively. The Company believes that the hallmarks of the HAL experience are beautiful ships and gracious attentive service. HAL communicates this difference as "A Tradition of Excellence(R)", a reference to its long standing reputation as a first class and grand cruise line.

Substantially all of HAL's bookings are made through travel agents, which arrangement HAL encourages as a matter of policy. In fiscal 1995, HAL took reservations from about 20,000 of approximately 45,000 travel agencies in the United States and Canada. Travel agents receive a standard commission of between 10% and 15%, depending on the specific cruise product sold, with the potential for override commissions based upon sales volume. During 1995, no one travel agency accounted for more than 1% of HAL's total revenue.

HAL has focused much of its recent sales effort at creating an excellent relationship with the travel agency community. This is related to the HAL marketing philosophy that travel agents have a

large impact on the consumer cruise selection process, and will recommend HAL more often because of its excellent reputation for service to both consumers and independent travel agents. HAL solicits continuous feedback from consumers and the independent travel agents making bookings with HAL to insure they are receiving excellent service.

HAL's marketing communication strategy is primarily composed of newspaper and magazine advertising, large scale brochure distribution and direct mail solicitations to past passengers (referred to as "alumni") and television. HAL engages in substantial promotional efforts designed to motivate and educate retail travel agents about its products. HAL employs approximately 50 field sales representatives, 15 teleaccount sales representatives and 15 sales and service representatives to support the field sales force. Carnival's field sales representatives also promote HAL products. To facilitate access to HAL and to simplify the reservation process for the HAL ships, HAL employs approximately 260 reservation agents to take bookings from travel agents. HAL's cruises generally are booked several months in advance of the sailing date. The Company solicits current and former passengers of the Carnival Ships to take future cruises on the HAL and Windstar Ships.

Windstar Cruises has its own marketing and reservations staff. Field sales representatives for both HAL and Carnival act as field sales representatives for Windstar. Marketing efforts are primarily devoted to (a) travel agent support and awareness, (b) direct mail solicitation of past passengers, and (c) distribution of brochures. The marketing features the distinctive nature of the graceful, modern sail ships and the distinctive "casually elegant" experience on "intimate itineraries" (apart from the normal cruise experience). Windstar's cruise market positioning is embodied in the phrase "180 deg. from ordinary".

SEASONALITY

The Company's revenue from the sale of passenger tickets for the Carnival Ships is moderately seasonal. Historically, demand for Carnival cruises has been greater during the periods from late June through August. Demand traditionally is lower during the period from September through mid-December and during May. To allow for full availability during peak periods, drydocking maintenance is usually performed in September, October and early December. HAL cruise revenues are more seasonal than Carnival's cruise revenues. Demand for HAL cruises is strongest during the summer months when HAL ships operate in Alaska and Europe and HAL typically obtains higher prices for these summer products. Demand for HAL cruises is lower during the winter months when HAL ships sail in more competitive markets.

COMPETITION

Cruise lines compete for consumer disposable leisure time dollars with other vacation alternatives such as land-based resort hotels and sight-seeing destinations, and public demand for such activities is influenced by general economic conditions.

The Carnival Ships compete with cruise ships operated by six different cruise lines which operate year round from Florida, California and Puerto Rico with similar itineraries and with ten other cruise lines operating seasonally from other ports in Florida, California, and Puerto Rico, including cruise ships operated by HAL. Competition for cruise passengers in South Florida is substantial. Ships operated by Royal Caribbean Cruise Line and Norwegian Cruise Line sail regularly from Miami on itineraries similar to those of the Carnival Ships. Carnival competes year round with ships operated by Royal Caribbean Cruise Line and Princess Cruises embarking from Los Angeles to the west coast of Mexico. Cruise lines such as Norwegian Cruise Lines, Royal Caribbean Cruise Line, Costa Cruise Lines, Cunard and Princess Cruises offer voyages competing with Carnival from San Juan to the Caribbean.

In the Alaska market, HAL and Carnival compete directly with cruise ships operated by ten different cruise lines with the largest competitors being Princess Cruises and Royal Caribean Cruise Lines. Over the past several years, there has been a steady increase in the available capacity among all cruise lines in the Alaska market.

In the Caribbean market, HAL competes with cruise ships operated by 16 different cruise lines, its primary competitors being Princess Cruises, Royal Caribbean Cruise Line and Norwegian Cruise Line, as well as the Carnival Ships.

GOVERNMENTAL REGULATION

The Ecstasy, Fantasy, Celebration and Tropicale are Liberian flagged ships, the Festivale is a Bahamian flagged ship, and the balance of the Carnival Ships are registered in Panama. The, Ryndam, Maasdam, Statendam, Westerdam, Noordam, Nieuw Amsterdam and Rotterdam are registered in the Netherlands, while the Veendam is flagged in the Bahamas. The Windstar Ships are registered in the Bahamas. The ships are subject to inspection by the United States Coast Guard for compliance with the Convention for the Safety of Life at Sea and by the United States Public Health Service for sanitary standards. The Company is also regulated by the Federal Maritime Commission, which, among other things, certifies ships on the basis of the ability of the Company to meet obligations to passengers for refunds in case of non-performance. The Company believes it is in compliance with all material regulations applicable to its ships and has all licenses necessary to the conduct of its business. In connection with a significant portion of its Alaska cruise operations, HAL relies on a concession permit from the National Park Service to operate its cruise ships in Glacier Bay National Park, which is periodically renewed. There can be no assurance that the permits will continue to be renewed or that regulations relating to the renewal of such permits, including preference rights, will remain unchanged in the future.

The International Maritime Organization has adopted safety standards as part of the "Safety of Life at Sea" ("SOLAS") Convention, applicable generally to all passenger ships carrying 36 or more passengers. Generally, SOLAS imposes enhanced vessel structural requirements designed to improve passenger safety. The SOLAS requirements are phased in through the year 2010. However, certain stringent SOLAS fire safety requirements must be implemented by 1997. Only two of the Company's vessels, the Festivale (which is chartered to Dolphin Cruise Line) and the Rotterdam are expected to be significantly affected by the SOLAS 1997 requirements. The Rotterdam will be retired from service effective September 30, 1997. The decision regarding the additional SOLAS related investment for the Festivale has not yet been made, but such expenditures would not be material to the Company.

Public Law 89-777 administered by the Federal Maritime Commission ("FMC") requires most cruise line operators to establish financial responsibility for nonperformance of transportation. The FMC's regulations require that a cruise line demonstrate its financial responsibility through a guaranty, escrow arrangement, surety bond, insurance or self-insurance. Currently, the amount required must equal 110% of the cruise line's highest amount of customer deposits over a two-year period up to a maximum coverage level of $15 million subject to a sliding scale. The FMC has proposed increasing the coverage requirements under the FMC regulations. The proposed new regulations are viewed favorably by the Company and are not expected to have a material effect on the Company. The FMC has received public comments regarding the proposed regulations and may take final action at any time.

From time to time various other regulatory and legislative changes have been or may in the future be proposed that could have an effect on the cruise industry in general.

TOUR SEGMENT

In addition to its cruise business, HAL markets sight-seeing tours separately and as a part of cruise/tour packages under the Holland America Westours name. Tour operations are based in Alaska, Washington State and western Canada. Since a substantial portion of Holland America Westours' business is derived from the sale of tour packages in Alaska during the summer tour season, tour operations are highly seasonal.

HOLLAND AMERICA WESTOURS

Holland America Westours is a wholly-owned subsidiary of HAL. The group of subsidiaries which together comprise the tour operations perform three independent yet interrelated functions. During 1995, as part of an integrated travel program to destinations in Alaska, the tour service group offered 35 different tour programs varying in length from seven to 19 days. The transportation group and hotel group support the tour service group by supplying facilities needed to conduct tours. Facilities include dayboats, motor coaches, rail cars and hotels.

Two luxury dayboats perform an important role in the integrated Alaska travel program offering tours to the glaciers and fjords of Alaska and the Yukon River. The Yukon Queen cruises the Yukon River between Dawson City, Yukon Territory and Eagle, Alaska and the Ptarmigan operates on Portage Lake in Alaska. The two dayboats have a combined capacity of 249 passengers.

A fleet of over 290 motor coaches using the trade name Gray Line operates in Alaska, Washington and western Canada. These motor coaches are used for extended trips, city sight-seeing tours and charter hire. HAL conducts its tours both as part of a cruise/tour package and as individual sight-seeing products sold under the Gray Line name. In addition, HAL operates express Gray Line motor coach service between downtown Seattle and the Seattle-Tacoma International Airport.

Thirteen private domed rail cars, which are called "McKinley Explorers", run on the Alaska railroad between Anchorage and Fairbanks, stopping at Denali National Park.

In connection with its tour operations, HAL owns or leases motor coach maintenance shops in Seattle, and at Juneau, Denali Park, Fairbanks, Anchorage, Skagway and Ketchikan in Alaska. HAL also owns or leases service offices at Anchorage, Fairbanks, Juneau, Ketchikan and Skagway in Alaska, at Whitehorse in the Yukon Territory, in Seattle and at Vancouver in British Columbia. Certain real property facilities on federal land are used in HAL's tour operations pursuant to permits from the applicable federal agencies.

WESTMARK HOTELS

HAL owns and/or operates 16 hotels in Alaska and the Canadian Yukon under the name Westmark Hotels. Four of the hotels are located in Canada's Yukon Territory and offer a combined total of 585 rooms. The remaining 12 hotels, all located throughout Alaska, provide a total of 1,649 rooms, bringing the total number of hotel rooms to 2,234.

The hotels play an important role in HAL's tour program during the summer months when they provide accommodations to the tour passengers. The hotels located in the larger metropolitan areas remain open during the entire year, acting during the winter season as centers for local community activities while continuing to accommodate the traveling public. HAL hotels include dining, lounge and conference or meeting room facilities. Certain hotels have gift shops and other tourist services on the premises.

The hotels are summarized in the following table:

HOTEL NAME	LOCATION	ROOMS	OPEN DURING 1996 SEASON
ALASKA HOTELS:			
Westmark Anchorage	Anchorage	198	year-round
Westmark Inn	Anchorage	90	seasonal
Westmark Inn	Fairbanks	173	seasonal
Westmark Fairbanks	Fairbanks	238	year-round
Westmark Juneau	Juneau	105	year-round
The Baranof	Juneau	193	year-round
Westmark Cape Fox	Ketchikan	72	year-round
Westmark Kodiak	Kodiak	81	year-round
Westmark Shee Atika	Sitka	101	year-round
Westmark Inn Skagway	Skagway	209	seasonal
Westmark Tok	Tok	92	seasonal
Westmark Valdez	Valdez	97	year-round
CANADIAN HOTELS (YUKON TERRITORY):			
Westmark Inn	Beaver Creek	174	seasonal
Westmark Klondike Inn	Whitehorse	99	seasonal
Westmark Whitehorse	Whitehorse	181	year-round
Westmark Inn	Dawson	131	seasonal

Thirteen of the hotels are owned by a HAL subsidiary. The remaining three hotels, Westmark Anchorage, Westmark Cape Fox and Westmark Shee Atika, are operated by Westmark under arrangements involving third parties such as management agreements and leases.

For the hotels that operate year-round, the occupancy percentage for 1995 was 58.9%, and for the hotels that operate only during the summer months, the occupancy percentage for 1995 was 76.7%.

SEASONALITY

The Company's tour revenues are extremely seasonal with a large majority generated during the late spring and summer months in connection with the Alaska cruise season. Holland America Westours' tours are conducted in Washington and Alaska. The Alaska tours coincide to a great extent with the Alaska cruise season, May through September. Washington tours are conducted year-round although demand is greatest during the summer months. During periods in which tour demand is low, HAL seeks to maximize its motor coach charter activity such as operating charter tours to ski resorts in Washington and Canada.

SALES AND MARKETING

HAL tours are marketed both separately and as part of cruise-tour packages. Although most HAL cruise-tours include a HAL cruise as the cruise segment, other cruise lines also market HAL tours as a part of their cruise tour packages and sight-seeing excursions. Tours sold separately are marketed through independent travel agents and also directly by HAL, utilizing sales desks in major hotels. General marketing for the hotels is done through various media in Alaska, Canada and the continental United States. Travel agents, particularly in Alaska, are solicited, and displays are used

in airports in Seattle, Washington, Portland, Oregon and various Alaskan cities. Rates at Westmark Hotels are on the upper end of the scale for hotels in Alaska and the Canadian Yukon.

CONCESSIONS

Certain tours in Alaska are conducted on federal property requiring concession permits from the applicable federal agencies such as the National Park Service or the United States Forest Service.

COMPETITION

Holland America Westours competes with independent tour operators and motor coach charter operators in Washington, Alaska and the Canadian Rockies. The primary competitors in Alaska are Princess Tours (which owns approximately 130 motor coaches and three hotels) and Alaska Sightseeing/Trav-Alaska (which owns approximately 43 motor coaches). The primary competitor in Washington is Gazelle (with approximately 18 motor coaches). The primary competitors in the Canadian Rockies are Tauck Tours, Princess Tours and Brewster Transportation.

Westmark Hotels compete with various hotels throughout Alaska, including the Super 8 national motel chain, many of which charge prices below those charged by HAL. Dining facilities in the hotels also compete with the many restaurants in the same geographic areas.

GOVERNMENT REGULATION

HAL's motor coach operations are subject to regulation both at the federal and state levels, including primarily the U.S. Department of Transportation, the Washington Utilities Department of Transportation, the British Columbia Motor Carrier Commission and the Alaska Department of Transportation. Certain of HAL's tours involve federal properties and are subject to regulation by various federal agencies such as the National Park Service, the Federal Maritime Administration and the U.S. Forest Service.

In connection with the operation of its beverage facilities in the Westmark Hotels, HAL is required to comply with state, county and/or city ordinances regulating the sale and consumption of alcoholic beverages. Violations of these ordinances could result in fines, suspensions or revocation of such licenses and preclude the sale of any alcoholic beverages by the hotel involved.

In the operation of its hotels, HAL is required to comply with applicable building and fire codes. Changes in these codes have in the past and may in the future, require substantial capital expenditures to insure continuing compliance such as the installation of sprinkler systems.

AIRTOURS

In April 1996, the company acquired a 29.5% interest in Airtours for approximately $307 million. Airtours is a leisure travel company publicly traded on the London Stock Exchange and provides air inclusive packaged holidays to the British, Scandinavian and North American markets. Airtours provides holidays to approximately 4.4 million people per year and owns or operates 41 hotels, 3 cruise ships and 31 aircraft.

Airtours was founded in the United Kingdom in 1972 and is currently the second largest provider of air inclusive packages in the United Kingdom. In 1994, Airtours entered the Scandinavian market via the acquisition of the Scandinavian Leisure Group and expanded its share of this market in 1996 with the acquisition of Spies. In 1995 Airtours acquired Sunquest Vacations, a Canadian tour operator. Today Airtours is the market leader in Scandinavia and is one of Canada's leading tour operators.

Airtours principal brands in the United Kingdom are Airtours, Aspro and Tradewinds. Airtours and Aspro offer packaged tours on charter flights primarily to the Mediterranean, Canary Islands, Caribbean and Florida. Tradewinds focuses on long haul destinations and offers scheduled flights. In addition , Eurosites provides self drive camping holidays mainly to the south of France. Eurosites is also sold in Germany, Holland and Denmark.

In Scandinavia, Airtours' primary brands are Ving, Spies, Tjacreborg, Saga and Always. Each brand is focused on a particular segment of the Scandinavian market and primarily provides holidays to the Mediterranean and Canary Islands.

Sunquest and Alba are Airtours main brands in Canada and their principal destinations are the Caribbean, the United States and Mexico. In contrast to the United Kingdom and Scandinavia, Canada's peak season is the winter. Alba also offers a summer program to Italy.

Under the Going Places brand, Airtours owns over 700 retail travel branches, most of which offer foreign exchange facilities. Going Places is the second largest travel agency in the United Kingdom and distributes Airtours's own products together with those of other tour operators. In 1994, Airtours acquired Late Escapes, a telephone sales business specializing in the sale of vacations within eight weeks of departure.

Airtours operates 18 aircraft exclusively for its U.K. tour operators providing a large proportion of their flying requirements. In addition, Airtours' subsidiary Premiair operates a fleet of 13 aircraft, which provides most of the flying requirements for Airtours' Scandinavian tour operators.

Airtours owns or operates 41 hotels (6,500 rooms) which provide rooms to Airtours' tour operators principally in the Mediterranean and the Canary Islands. 16 of the hotels are marketed by Airtours' tour operators under the exclusive Sunwing brand. In addition, Airtours has a 50% interest in Tenerife Sol, a joint venture with Sol Hotels Group of Spain, which owns and operates three hotels in the Canary Islands providing 1,300 rooms.

Through its subsidiary Sun Cruises, Airtours owns and operates two cruise ships. Both the 800-berth MS Seawing and the 1,062-berth MS Carousel commenced operations in 1995. Recently, Airtours acquired a third ship, the MS Song of Norway, which is a sister ship of the MS Carousel. The MS Song of Norway is expected to commence operations in May 1997. The ships operate in the Mediterranean, the Caribbean and around the Canary Islands and are sold exclusively by Airtours' tour operators.

LITIGATION

Wartsila Marine Industries Incorporated ("Wartsila") operated a Finnish shipyard and had contracted to build three ships for the Company in the late 1980s. Wartsila filed for bankruptcy in 1989 without completing construction of the vessels, causing the Company to incur incremental costs to complete the ships and to lose profits because of the delay in their delivery. During 1995, the Company received $40 million in cash from the settlement of litigation with Metra Oy, the former parent company of Wartsila, related to losses suffered in connection with the construction of these three ships. Of the $40 million received, $6.2 million was used to pay related legal fees, $14.4 million was recorded as other income and $19.4 million was used to reduce the cost basis of certain ships which had been the subject of the Company's lawsuit against Metra Oy.

On June 25, 1996, the Company reached an agreement with the trustees of Wartsila and creditors for the bankruptcy which resulted in an additional cash payment of approximately $80 million. Of the $80 million received, $5 million was used to pay certain costs, $32 million was recorded as other income and $43 million was used to reduce the cost basis of certain ships which had been affected by the bankruptcy.

The United States Attorney for the District of Alaska has commenced an investigation to determine if a Holland America Line vessel discharged bilge water, alleged to have contained oil or oily mixtures, at various locations allegedly within United States territorial waters at various times during the summer and early fall of 1994. It is unknown whether any proceedings will be initiated and, if so, what violations will be alleged. To date, no penalties have been sought or imposed. Management does not believe that the amount of potential penalties will have a material impact on the Company.

In April 1996, a complaint was filed in the Circuit Court of the Eleventh Judicial Circuit against the Company and a complaint was filed in the Superior Court of Washington against Holland America Westours (the "Port Charges Complaints"). The Port Charges Complaints, brought on behalf of a purported class of all persons who traveled on a Company ship within the past four years and paid "Port Charges" to the Company, allege that statements made by the Company in advertising and promotional materials concerning Port Charges were false and misleading. The Port Charges Complaints allege claims of negligent misrepresentation and unjust enrichment and violations of the Washington Consumer Protection Act and seek unspecified compensatory damages on behalf of the purported class (or, alternatively, refunds of Port Charges allegedly in excess of certain charges levied by governmental authorities), attorney's fees and costs and punitive damages and injunctive relief. Two other complaints containing allegations similar to those set forth in the Port Charges Complaints have been filed in the Circuit Court of the Eleventh Judicial Circuit against the Company since the filing of the Port Charges Complaints.

In June and August 1996, respectively, two complaints were filed against both the Company and Holland America Westours in the Superior Court for the State of California for the County of Los Angeles (the "Travel Agent Complaints"). The Travel Agent Complaints, brought on behalf of a class of all travel agencies who during the past four years booked a cruise with the Company, contain allegations that the Company's advertising practices regarding Port Charges resulted in an improper and concealed form of commission bypass. The Travel Agent Complaints allege claims of breach of contract, negligent misrepresentation, unjust enrichment, unlawful business practices and common law fraud and seek unspecified compensatory damages (or alternatively, the payment by the Company of usual and customary commissions on Port Charges in excess of certain charges levied by government authorities), attorneys' fees and costs, punitive damages and injunctive relief.

The Port Charges Complaints and the Travel Agent Complaints are in preliminary stages and it is not now possible to determine the ultimate outcome of the lawsuits. Management of the Company believes that the Company has substantial and meritorious defenses to the claims and intends to vigorously defend the lawsuits. Management understands that purported class action lawsuits similar to the Port Charges Complaints and the Travel Agent Complaints have been filed against five other cruise lines.

In the normal course of business, various other claims and lawsuits have been filed or are pending against the Company. The majority of these claims and lawsuits are covered by insurance. Management believes the outcome of any such suits which are not covered by insurance would not have a material adverse effect on the Company's financial condition or results of operations.

SELLING SHAREHOLDERS

The following table sets forth certain information regarding the beneficial ownership of the Class A Common Stock as of November 11, 1996, and as adjusted to reflect the sale of the Shares offered hereby, for the Selling Shareholders:

NAME OF SELLING SHAREHOLDER	SHARES OF CLASS A COMMON STOCK BENEFICIALLY OWNED BEFORE SALE UNDER THIS PROSPECTUS		SHARES TO BE SOLD	SHARES OF CLASS A COMMON STOCK TO BE BENEFICIALLY OWNED AFTER SALE UNDER THIS PROSPECTUS	
	NUMBER	PERCENTAGE		NUMBER	PERCENTAGE
Ted Arison(1).....	74,289,600	31.0%	15,225,000(2)	59,064,600	24.7%
Arison Foundation, Inc.(3).....	3,175,000	1.3%	3,175,000	0	0%
The Royal Bank of Scotland Trust Company (Jersey) Limited, as Trustee for the Ted Arison Charitable Trust.....	1,900,000	(5)	1,900,000	0	0%
New World Symphony Supporting Foundation, Inc.....	1,300,000(4)	(5)	(4)	1,300,000(4)	(5)
	79,364,600	33.1%	20,300,000	59,064,600	24.7%

(1) Includes 2,332,458 shares of Class A Common Stock held by TAMMS Investment Company, Limited Partnership ("TAMMS"). TAMMS' general partners are Ted Arison and TAMMS Management Corporation ("TAMMS Corp."), a corporation wholly-owned by Ted Arison. By virtue of his interest in TAMMS Corp., Ted Arison may be deemed to beneficially own all of the 2,332,458 shares of Class A Common Stock owned by TAMMS. Ted Arison disclaims beneficial ownership of 1,810,364 of such shares, which are beneficially owned by the partners of TAMMS (other than TAMMS Corp.).

(2) Ted Arison has granted the U.S. and International Underwriters over-allotment options to purchase a total of 1,545,000 additional shares of Class A Common Stock. If such options are exercised, Ted Arison will beneficially own 57,519,600 shares of Class A Common Stock, representing 24.0% of the total issued and outstanding shares of Class A Common Stock.

(3) Shari Arison, Ted Arison's daughter, is a director of the Company and President of the Arison Foundation, Inc. (the "Foundation"). The Foundation is directed by six trustees, a majority of whom are affiliates of Ted Arison. Ted Arison disclaims beneficial ownership of the 3,175,000 shares owned by the Foundation. In addition, Micky Arison, the Chairman of the Board and Chief Executive Officer of the Company, is the son of Ted Arison.

(4) New World Symphony Supporting Foundation, Inc. has granted the U.S. and International Underwriters over-allotment options to purchase a total of 1,300,000 shares of Class A Common Stock. If such options are exercised, New World Symphony Supporting Foundation, Inc. will beneficially own no shares of Class A Common Stock.

(5) Less than one percent of the outstanding shares of Class A Common Stock.

CERTAIN RELATED TRANSACTIONS

CONSULTING AGREEMENT. In November 1990, subsequent to his resignation as Chairman of the Board, Ted Arison and the Company entered into a consulting agreement (the "Consulting Agreement") whereby Ted Arison agreed to act as a consultant to the Company with respect to the construction of cruise ships. In July 1992, the Consulting Agreement was replaced by a new consulting agreement (the "New Consulting Agreement") between the Company and Arison Investments Ltd. ("AIL"), a corporation affiliated with Ted Arison. The New Consulting Agreement was amended in August 1996 to extend the terms of the agreement to November 25, 1999. Under the New Consulting Agreement, the Company has agreed to pay AIL $500,000 per year and to reimburse it for all customary and usual expenses. The New Consulting Agreement also has a non-competition clause under which AIL has agreed that during the term of the New Consulting Agreement it will not, and will cause its affiliate not to compete in any way with the Company. In each of fiscal 1993, 1994, and 1995, $500,000 in fees were paid to AIL under the New Consulting Agreement. In connection with the performance of his consulting services, Mr. Arison periodically utilizes an airplane leased by the Company. Mr. Arison reimburses the Company for his personal

use of the airplane. In 1994 and 1995, Mr. Arison paid the Company $396,720 and $264,000, respectively, for his personal use of the airplane.

REGISTRATION RIGHTS AGREEMENT. Under a registration rights agreement (the "Arison Registration Rights Agreement"), the Company has granted certain registration rights to Ted Arison with respect to the shares of Class A Common Stock beneficially owned by Ted Arison (the "Arison Shares"). If, at any time, Ted Arison makes a written demand for the registration of any number of the Arison Shares, subject to a minimum amount of 500,000 shares, the Company will within 90 days prepare and file with the SEC a registration statement, subject to certain limitations. In addition, if the Company determines to file a registration statement on its behalf or on behalf of any security holders (other than a registration statement filed for the purpose of registering shares issuable to employees under an employee benefit plan or in connection with a business combination) relating to its Common Stock or any class of securities convertible into Common Stock, Ted Arison may register the Arison Shares pursuant to such registration statement, subject to certain limitations. The Company has agreed to bear all expenses relating to such demand and piggyback registrations, except for fees and disbursements of counsel for Ted Arison, selling costs, underwriting discounts and applicable filing fees. In April 1995, the Company filed a registration statement at the request of certain trusts for the sale of 13,800,000 shares of the Company's Class A Common Stock pursuant to the terms of the Arison Registration Rights Agreement. The Company incurred approximately $300,000 in expenses in connection with the registration of such shares. In addition, this Registration Statement was filed at the request of Ted Arison pursuant to the terms of the Arison Registration Rights Agreement and the Company expects to incur approximately $501,639 of expenses in connection with this offering.

DESCRIPTION OF CAPITAL STOCK

GENERAL

The Company's authorized capital stock consists of 399,500,000 shares of Class A Common Stock and 100,500,000 shares of Class B Common Stock.

VOTING

Holders of Class A Common Stock and Class B Common Stock vote as a single class on all matters submitted to a vote of the shareholders, with each share of Class A Common Stock entitled to one vote and each share of Class B Common Stock entitled to five votes, except (i) for the election of directors, and (ii) as otherwise provided by law. In the annual election of directors, the holders of Class A Common Stock, voting as a separate class, are entitled to elect 25% of the directors to be elected (rounded up to the nearest whole number). The holders of Class B Common Stock, voting as a separate class, are entitled to elect 75% of the directors to be elected (rounded down to the nearest whole number), so long as the number of outstanding shares of Class B Common Stock is at least 12 1/2% of the number of outstanding shares of both classes of Common Stock. If the number of outstanding shares of Class B Common Stock falls below 12 1/2%, directors that would have been elected by a separate vote of that class will instead be elected by the holders of both classes of Common Stock, with holders of Class A Common Stock having one vote per share and holders of Class B Common Stock having five votes per share.

Directors may be removed, with or without cause, by the holders of the class or classes of Common Stock that elected them. Vacancies in a directorship may be filled by the vote of the class of shares that had previously filled that vacancy, or by the remaining directors of that class; if there are no such directors, however, the vacancy may be filled by the remaining directors of the other class.

Except for the election or removal of directors as described above and except for class votes as required by law, holders of both classes of Common Stock vote or consent as a single class on all matters, with each share of Class A Common Stock having one vote per share and each share of Class B Common Stock having five votes per share.

CONVERSION

At the option of the holder of record, each share of Class B Common Stock is convertible at any time into one share of Class A Common Stock. Shares of Class A Common Stock are not convertible into shares of Class B Common Stock.

DIVIDENDS

The holders of the Common Stock are entitled to receive such dividends, if any, as may be declared by the Board of Directors in its discretion out of funds legally available therefor. Any dividend declared by the Board of Directors on the Company's Common Stock must be paid concurrently at the same rate on the Class A Common Stock and the Class B Common Stock. Panamanian law permits the payment of dividends to the extent of retained earnings.

OTHER PROVISIONS

Upon liquidation or dissolution of the Company, the holders of shares of Common Stock are entitled to receive on a pro rata basis all assets remaining for distribution to common stockholders. The Common Stock has no preemptive or other subscription rights and there are no other

conversion rights or redemption or sinking fund provisions with respect to such shares. All shares of Class A Common Stock that are currently outstanding are fully paid and non-assessable.

The B Trust is a party to an amended and restated shareholders agreement with the Company and certain other parties pursuant to which the B Trust may not voluntarily transfer its shares of Class B Common Stock until July 1, 1997, except under certain conditions designed to ensure, to the extent feasible, that the transfer will not affect the Company's CFC status. In addition, until such date, pursuant to the shareholder's agreement, the B Trust may not cause the Company to authorize or issue any securities, if after giving effect to the issuance thereof and to any related transactions, the Company would cease to be a CFC. The B Trust also may not convert its shares of Class B Common Stock into Class A Common Stock until July 1, 1997.

Neither Panamanian law nor the Company's Articles of Incorporation or By-laws impose limitations on the right of non-resident or foreign owners to hold or vote shares of the Common Stock. While no tax treaty currently exists between the Republic of Panama and the United States, under current law the Company believes that distributions to its shareholders are not subject to taxation under the laws of the Republic of Panama.

Under Panamanian law, directors of the Company may vote by proxy.

The Company's transfer agent and registrar for the Class A Common Stock is First Union National Bank of North Carolina.

TAXATION

The following discussion summarizes certain United States Federal income tax consequences to United States persons holding the Company's Class A Common Stock. This discussion is a summary for general information only, and is not a complete analysis of the tax considerations that may be applicable to a prospective investor. This discussion also does not address the tax consequences that may be relevant to particular categories of investors subject to special treatment under certain Federal income tax laws, such as dealers in securities, tax-exempt entities, banks, insurance companies and foreign individuals and entities. In addition, it does not describe any tax consequences arising out of the tax laws of any state, locality or foreign jurisdiction. The discussion is based upon currently existing provisions of the Code, existing and proposed regulations thereunder and current administrative rulings and court decisions. All of the foregoing are subject to change and any such change could affect the continuing validity of this discussion. In connection with the foregoing, investors should be aware that the Tax Reform Act of 1986 (hereinafter, the "1986 Tax Act") changed significantly the United States Federal income tax rules applicable to the Company and certain holders of its stock (including the Principal Shareholders). Although the relevant provisions of the 1986 Tax Act are discussed herein, those provisions have not yet been the subject of extensive administrative or judicial interpretation. Accordingly, there can be no assurance that such interpretation will not have an adverse impact on an investment in the Class A Common Stock.

PROSPECTIVE INVESTORS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF ANY INVESTMENT IN THE CLASS A COMMON STOCK, INCLUDING THE APPLICATION OF FEDERAL, STATE, LOCAL AND FOREIGN TAX LAWS.

DIVIDENDS; UNDISTRIBUTED INCOME OF THE COMPANY

A United States person whose holdings of the Company's Class A Common Stock (including shares such person is considered to own under applicable attribution rules) represent less than 10 percent of the total combined voting power of all classes of the Company's capital stock, generally is not required to recognize income by reason of the Company's earnings until such earnings are distributed. Dividends paid by the Company to such a shareholder will be taxable to such shareholder as dividend income to the extent of the Company's current or accumulated earnings and profits. Such dividends generally will not be eligible for any dividends-received deduction. The same treatment will apply to any dividends that may be distributed to all shareholders by reason of certain tax liabilities of the Principal Shareholders.

If, however, the Company is a CFC for an uninterrupted period of 30 days during any taxable year of the Company, a United States person who owns (or is considered to own) 10% or more of the Company's voting power (a "Ten Percent Shareholder") on the last day of such taxable year on which the Company is a CFC will generally be required to include in ordinary income his pro rata share of the Company's "subpart F income" for that taxable year and, in addition, certain other items, including, under certain circumstances, the Company's increase in earnings invested in United States property, and amounts of previously excluded subpart F income withdrawn by the Company from investment in certain shipping and related assets, whether or not any amounts are actually distributed to shareholders. "Subpart F income" includes, among other things, "foreign base company shipping income," which is defined to include income derived from using or chartering a vessel in foreign commerce or from the sale, exchange or other disposition of a vessel. Accordingly, a substantial part of the Company's earnings will be subpart F income. Earnings and profits of the Company already included in income by a Ten Percent Shareholder by reason of the CFC provisions discussed above are not again included in income by such Ten Percent Shareholder or his assignee when an actual distribution is made. Other distributions by the

Company by way of dividends with respect to the Common Stock out of current or accumulated earnings and profits will be taxed to Ten Percent Shareholders as ordinary income.

The Company is currently a CFC and thus, the special rules discussed above will apply to certain of the Principal Shareholders.

DISPOSITIONS OF CLASS A COMMON STOCK

In general, any gain or loss on the sale or exchange of Class A Common Stock of the Company by a United States shareholder will be capital gain or loss, provided such stock is held as a capital asset. However, any United States person who was a Ten Percent Shareholder of the Company at any time during the five-year period ending on the date of sale or exchange (or a distribution liquidation) when the Company was a CFC may be required to treat all or a portion of the gain from a sale or exchange of Class A Common Stock as ordinary income (to the extent of his proportionate share of certain earnings and profits of the Company) rather than as capital gain. Any capital gain or loss recognized on a sale or exchange of Class A Common Stock will be long-term capital gain or loss if the shareholder has held the Class A Common Stock for more than one year.

OTHER JURISDICTIONS

The Company anticipates that distributions to its shareholders will not be subject to taxation under the laws of the Republic of Panama.

UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement among the Company, the Selling Shareholders and the U.S. Underwriters named below, each of the Selling Shareholders has severally agreed to sell to each of the U.S. Underwriters, and each of such U.S. Underwriters, for whom Goldman, Sachs & Co., Bear, Stearns & Co. Inc., Lehman Brothers Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as representatives, has severally agreed to purchase from the Selling Shareholders the respective number of shares of Class A Common Stock set forth opposite its name below:

UNDERWRITER	NUMBER OF SHARES OF CLASS A COMMON STOCK
Goldman, Sachs & Co.	
Bear, Stearns & Co. Inc.	
Lehman Brothers Inc.	
Merrill Lynch, Pierce, Fenner & Smith Incorporated	
Total	16,240,000

Under the terms and conditions of the Underwriting Agreement, the U.S. Underwriters are committed to take and pay for all of the shares offered hereby, if any are taken.

The U.S. Underwriters propose to offer the shares of Class A Common Stock in part directly to the public at the initial public offering price set forth on the cover page of this Prospectus and in part to certain securities dealers at such price less a concession of $ per share. The U.S. Underwriters may allow, and such dealers may reallow, a concession not in excess of $ per share to certain brokers and dealers. After the shares of Class A Common Stock are released for sale to the public, the offering price and other selling terms may from time to time be varied by the representatives.

The Company and the Selling Shareholders have entered into an underwriting agreement (the "International Underwriting Agreement") with the underwriters of the international offering (the "International Underwriters") providing for the concurrent offer and sale of 4,060,000 shares of Class A Common Stock in an international offering outside the United States. The offering price and aggregate underwriting discounts and commissions per share for the two offerings are identical. The closing of the offering made hereby is a condition to the closing of the international offering, and vice versa. The representatives of the International Underwriters are Goldman Sachs International, Bear, Stearns International Limited, Lehman Brothers International (Europe) and Merrill Lynch International.

Pursuant to an agreement between the U.S. and international underwriting syndicates (the "Agreement Between") relating to the two offerings, each of the U.S. Underwriters named herein has agreed that, as a part of the distribution of the shares offered hereby and subject to certain exceptions, it will offer, sell or deliver the shares of Class A Common Stock, directly or indirectly, only in the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (the "United States") and to U.S. persons, which term shall mean, for purposes of this paragraph: (a) any individual who is a resident of the United States or (b) any corporation, partnership or other entity organized in or under the laws of the United States or any political subdivision thereof and whose office most directly involved with the purchase is located in the United States. Each of the International Underwriters has agreed or will agree pursuant to the Agreement Between that, as part of the distribution of the shares offered as a part of the international offering, and subject to certain exceptions, it will (i) not, directly or indirectly, offer, sell or deliver shares of Class A Common Stock, (a) in the United States or to any U.S. persons or (b) to any person who it believes intends to reoffer, resell or deliver the shares in the United States or to any U.S. persons, and (ii) cause any dealer to whom it may sell such shares at any concession to agree to observe a similar restriction.

Pursuant to the Agreement Between, sales may be made between the U.S. Underwriters and the International Underwriters of such number of shares of Class A Common Stock as may be mutually agreed. The price of any shares so sold shall be the initial public offering price, less an amount not greater than the selling concession.

Ted Arison and New World Symphony Supporting Foundation, Inc. have granted the U.S. Underwriters an option exercisable for 30 days after the date of this Prospectus to purchase up to an aggregate of 2,276,000 additional shares of Class A Common Stock solely to cover over-allotments, if any. If the U.S. Underwriters exercise their over-allotment option, the U.S. Underwriters have severally agreed, subject to certain conditions, to purchase approximately the same percentage thereof that the number of shares to be purchased by each of them, as shown in the foregoing table, bears to the 16,240,000 shares of Class A Common Stock offered. Ted Arison and New World Symphony Supporting Foundation, Inc. have granted the International Underwriters a similar option to purchase up to an aggregate of 569,000 additional shares of Common Stock.

For a period of 90 and 365 days, respectively, after the date of this Prospectus, the Company and the Selling Shareholders have agreed not to offer, sell, contract to sell or otherwise dispose of any shares of Class A Common Stock or any security substantially similar thereto, or any other security convertible into, or exchangeable for, shares of Class A Common Stock of the Company or any security substantially similar thereto, other than the conversion of shares of Class B Common Stock into shares of Class A Common Stock, without the prior written consent of Goldman, Sachs & Co., except for any securities issued by the Company pursuant to employee benefit plans or upon the conversion of convertible or exchangeable securities currently outstanding. However, if the over-allotment options are not exercised in full by the U.S. and International Underwriters, New World Symphony Supporting Foundation, Inc. will not be subject to any of the foregoing restrictions. In addition, for a period of 365 days after the date of this Prospectus, each of Ted Arison and Micky Arison has agreed not to consent to any such disposition by any trust that owns shares of Class A Common Stock, Class B Common Stock or other securities of the type described in the preceding sentence over which such person has voting or dispositive power, other than the conversion of shares of Class B Common Stock into shares of Class A Common Stock, without the prior written consent of Goldman, Sachs & Co.

The Company and the Selling Shareholders have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Act.

This Prospectus may be used by underwriters and dealers in connection with offers and sales of Class A Common Stock, including shares initially sold in the international offering, to persons located in the United States.

Mr. Uzi Zucker, a Director of the Company, is a Senior Managing Director of Bear, Stearns & Co. Inc. ("Bear Stearns"). Bear Stearns is one of the investment banking firms serving as a U.S. Underwriter in this offering and Bear, Stearns International Limited is one of the International Underwriters in the International Offering. In addition, Bear Stearns (i) is one of the investment banking firms serving as an agent of the Company in connection with the Company's ongoing offering of $100,000,000 of Medium Term Notes and (ii) has served as an underwriter in previous public offerings by the Company. In addition, Bear Stearns has provided other investment banking and consulting services to the Company during the fiscal years ended November 30, 1995, 1994 and 1993, and during the current fiscal year. It is expected that Bear Stearns may continue to provide investment banking and consulting services to the Company when so requested by the Company.

VALIDITY OF SECURITIES

The validity of the Shares will be passed upon by Tapia Linares y Alfaro, Panama City, Republic of Panama. Paul, Weiss, Rifkind, Wharton & Garrison, New York, New York, has acted as special United States counsel to the Company in connection with the offering of the Shares. Sullivan & Cromwell, New York, New York, has acted as counsel for the Underwriters. James M. Dubin, a partner of Paul, Weiss, Rifkind, Wharton & Garrison, is the sole stockholder of the trustee of the B Trust and a director of the Company. Paul, Weiss, Rifkind, Wharton & Garrison also serves as counsel to Micky Arison. See "Certain Considerations--Control by Principal Shareholders".

EXPERTS

The financial statements incorporated in this Prospectus by reference to the Annual Report on Form 10-K for the year ended November 30, 1995, have been so incorporated in reliance on the report of Price Waterhouse LLP, independent certified public accountants, given on the authority of said firm as experts in auditing and accounting.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements under the headings "Prospectus Summary," "The Company," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business" and elsewhere in this Prospectus constitute "forward-looking statements" within the meaning of the Reform Act. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performances or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such factors include, among others, the following: general economic and business conditions which may impact levels of disposable income of consumers and pricing and passenger yields for the Company's cruise products; increases in cruise industry capacity in the Caribbean and Alaska; changes in tax laws and regulations (especially any change affecting the Company's status as a "controlled foreign corporation" as defined in Section 957(a) of the Code (see "Certain Considerations--Taxation of the Company")); the ability of the Company to implement its shipbuilding program and to expand its business outside the North American market where it has less experience; delivery of new vessels on schedule and at the contracted price; weather patterns in the Caribbean; unscheduled ship repairs and drydocking; incidents involving cruise vessels at sea; and changes in laws and government regulations applicable to the Company (including the implementation of the "Safety of Life at Sea Convention" and changes in Federal Maritime Commission surety and guaranty arrangements).

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES TO WHICH IT RELATES OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

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20,300,000 SHARES
CARNIVAL CORPORATION
CLASS A COMMON STOCK
(PAR VALUE $.01 PER SHARE)

[CARNIVAL LOGO]

GOLDMAN, SACHS & CO.
BEAR, STEARNS & CO. INC.
LEHMAN BROTHERS
MERRILL LYNCH & CO.
REPRESENTATIVES OF THE UNDERWRITERS

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The estimated expenses in connection with the issuance and distribution of the securities being registered, other than underwriting discounts and commissions, are set forth in the following table. All of the amounts shown are estimates, except the Securities and Exchange Commission registration fee.

Securities and Exchange Commission Fee	$236,639
Accountants' fees and expenses	30,000
Legal fees and expenses	125,000
Printing and engraving	100,000
Miscellaneous expenses	10,000
Total	$501,639

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Company's Articles of Incorporation and By-Laws provide, subject to the requirements set forth therein, that with respect to any person who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, the Company shall indemnify such person by reason of the fact that he is or was a director or an officer, and may indemnify such person by reason of the fact that he is or was an employee or agent of the Company or is or was serving at its request as a director, officer, employee or agent in another corporation, partnership, joint venture, trust or other enterprise, in either case against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The Company has entered into indemnity agreements with Shari Arison, Maks L. Birnbach, Richard G. Capen, Jr., David Crossland, James M. Dubin, Modesto Maidique, William S. Ruben, Stuart Subotnick, Sherwood M. Weiser and Uzi Zucker providing essentially the same indemnities as are described in the Company's Articles of Incorporation.

Under a registration rights agreement among the Company and certain irrevocable trusts (the "Trusts"), the Trusts have agreed to indemnify the Company, its directors and officers and each person who controls the Company within the meaning of the Exchange Act, against certain liabilities. In addition, under a registration rights agreement between the Company and Ted Arison, Ted Arison has agreed to indemnify the Company, its directors and officers and each person who controls the Company within the meaning of the Act against certain liabilities.

ITEM 16. EXHIBITS

The following Exhibits are filed as part of this Registration Statement:

1	-- Form of U.S. Underwriting Agreement to be entered into by the Selling Shareholders, the Company and the U.S. Underwriters
4(a)	-- Form of Amended and Restated Articles of Incorporation of the Company (Incorporated by reference to Exhibit No. 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended February 28, 1995 (File No. 1-9610))
4(b)	-- Form of By-laws of the Company (Incorporated by reference to Exhibit No. 3.2 to the Company's Amendment No. 1 to the Registration Statement on Form S-1 (File No. 33-14844))
5	-- Opinion of Tapia, Linares y Alfaro as to the legality of the Class A Common Stock
8	-- Opinion of Paul, Weiss, Rifkind, Wharton & Garrison as to tax matters
23(a)	--Consent of Price Waterhouse LLP
23(b)	-- Consent of Tapia, Linares y Alfaro (included in their opinion filed as Exhibit 5)
23(c)	-- Consent of Paul, Weiss, Rifkind, Wharton & Garrison (included in their opinion filed as Exhibit 8)
*24	--Power of Attorney

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* Previously filed.

ITEM 17. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned Registrant hereby undertakes that:

(1) For purposes of determining the liability under the Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in the form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Amendment No. 2 to Registration Statement to be filed on its behalf by the undersigned, thereunto duly authorized, in the City of Miami, State of Florida, on the 12th day of November, 1996.

CARNIVAL CORPORATION

By /s/ MICKY ARISON
Micky Arison
(Chief Executive Officer)

Pursuant to the requirements of the Securities Act of 1933, this Amendment No. 2 to Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/s/ MICKY ARISON Micky Arison	Chairman of the Board, Chief Executive Officer, Director and Authorized Representative	November 12, 1996
* Howard S. Frank	Vice-Chairman, Chief Financial and Accounting Officer and Director	November 12, 1996
* Shari Arison	Director	November 12, 1996
* Maks L. Birnbach	Director	November 12, 1996
* Richard G. Capen, Jr.	Director	November 12, 1996
* David Crossland	Director	November 12, 1996
* Robert H. Dickinson	Director	November 12, 1996
* James M. Dubin	Director	November 12, 1996
* A. Kirk Lanterman	Director	November 12, 1996
* Modesto A. Maidique	Director	November 12, 1996
* William S. Ruben	Director	November 12, 1996
* Stuart Subotnick	Director	November 12, 1996
* Sherwood M. Weiser	Director	November 12, 1996
* Meshulam Zonis	Director	November 12, 1996
* Uzi Zucker	Director	November 12, 1996

*By: /s/ MICKY ARISON
Name: Micky Arison
Title: Attorney-in-Fact

INDEX TO EXHIBITS

EXHIBITS		SEQUENTIAL PAGE NUMBER
1	-- Form of U.S. Underwriting Agreement to be entered into by the Selling Shareholders, the Company and the U.S. Underwriters	
4(a)	-- Form of Amended and Restated Articles of Incorporation of the Company (Incorporated by reference to Exhibit No. 4.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended February 28, 1995 (File No. 1-9610))	
4(b)	-- Form of By-laws of the Company (Incorporated by reference to Exhibit No. 3.2 to the Company's Amendment No. 1 to the Registration Statement on Form S-1 (File No. 33-14844))	
5	-- Opinion of Tapia, Linares y Alfaro as to the legality of the Class A Common Stock	
8	-- Opinion of Paul, Weiss, Rifkind, Wharton & Garrison as to tax matters	
23(a)	--Consent of Price Waterhouse LLP	
23(b)	-- Consent of Tapia, Linares y Alfaro (included in their opinion filed as Exhibit 5)	
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* Previously filed.

CARNIVAL CORPORATION
CLASS A COMMON STOCK
(PAR VALUE $.01 PER SHARE)

UNDERWRITING AGREEMENT
(U.S. VERSION)

November __, 1996

Goldman, Sachs & Co.,
Bear, Stearns & Co. Inc.,
Lehman Brothers Inc.,
Merrill Lynch, Pierce, Fenner & Smith Incorporated,
As representatives of the several Underwriters
named in Schedule II hereto,
c/o Goldman, Sachs & Co.,
85 Broad Street,
New York, New York 10004.

Ladies and Gentlemen:

Certain stockholders named in Schedule V hereto (the "Selling Stockholders") of Carnival Corporation, a company incorporated under the laws of the Republic of Panama (the "Company"), propose, subject to the terms and conditions stated herein, to sell to the underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, an aggregate of 16,240,000 shares (the "Firm Shares") and, at the election of the Underwriters, up to 2,436,000 additional shares (the "Optional Shares") of Class A Common Stock, par value $.01 per share ("Stock") of the Company (the Firm Shares and the Optional Shares that the Underwriters elect to purchase pursuant to Section 2 hereof being collectively called the "Shares").

It is understood and agreed to by all parties that the Company and the Selling Stockholders are concurrently entering into an agreement (the "International Underwriting Agreement") providing for the sale by the Selling Stockholders of up to a total of 4,669,000 shares of Stock (the "International Shares"), including the overallotment option thereunder,

through arrangements with certain underwriters outside the United States (the "International Underwriters"), for whom Goldman Sachs International, Bear, Stearns International Limited, Lehman Brothers International (Europe) and Merrill Lynch International are acting as lead managers. Anything herein or therein to the contrary notwithstanding, the respective closings under this Agreement and the International Underwriting Agreement are hereby expressly made conditional on one another. The Underwriters hereunder and the International Underwriters are simultaneously entering into an Agreement between U.S. and International Underwriting Syndicates (the "Agreement between Syndicates") which provides, among other things, for the transfer of shares of Stock between the two syndicates. Two forms of prospectus are to be used in connection with the offering and sale of shares of Stock contemplated by the foregoing, one relating to the Shares hereunder and the other relating to the International Shares. The latter form of prospectus will be identical to the former except for the front cover page, back cover page, and the text under the captions "Underwriting" and "Taxation". Except as used in Sections 2, 3, 4 and 9 herein, and except as the context may otherwise require, references hereinafter to the Shares shall include all the shares of Stock which may be sold pursuant to either this Agreement or the International Underwriting Agreement, and references herein to any prospectus whether in preliminary or final form, and whether as amended or supplemented, shall include both the U.S. and the international versions thereof.

1. REPRESENTATIONS AND WARRANTIES. (A) The Company represents and warrants to, and agrees with, each Underwriter as set forth below in this Section 1. Certain terms used in this Section 1 are defined at the end of this Section 1.

(a) If the offering of the Shares is a Delayed Offering (as specified in Schedule I hereto), paragraph (i) below is applicable and, if the offering of the Shares is a Non-Delayed Offering (as so specified), paragraph (ii) below is applicable.

(i) The Company meets the requirements for the use of Form S-3 under the Securities Act of 1933 (the "Act") and has filed with the Securities and Exchange Commission (the "Commission") a registration statement (the file number of which is set forth in Schedule I hereto) on such Form, including a basic prospectus, for registration under the Act of the offering and sale of the Shares. The Company may have filed one or more amendments thereto, and may have used a Preliminary Final Prospectus, each of which has previously been furnished to you. Such registration statement, as so amended, has become effective. The offering of the Shares is a Delayed Offering and, although the Basic Prospectus may not include all the information with respect to the Shares and the offering thereof required by the Act and the rules thereunder to be included in the Final Prospectus, the Basic Prospectus includes all such information required by the Act and the rules and regulations thereunder to be included therein as of the Effective Date. The Company will next file with the Commission pursuant to Rule 424(b)(2) or (5) a final supplement to the form of prospectus included in such registration statement relating to the Shares and the offering thereof. As filed, such final prospectus supplement shall include all required information with respect to the Shares and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional

information and other changes (beyond those contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(ii) The Company meets the requirements for the use of Form S-3 under the Act and has filed with the Commission a registration statement (the file number of which is set forth in Schedule I hereto) on such Form, including a basic prospectus, for registration under the Act of the offering and sale of the Shares. The Company may have filed one or more amendments thereto, including a Preliminary Final Prospectus, each of which has previously been furnished to you. The Company will next file with the Commission either (x) a final prospectus relating to the Shares in accordance with Rules 430A and 424(b) (1) or (4), or (y) prior to the effectiveness of such registration statement, an amendment to such registration statement, including the form of final prospectus. In the case of clause (x), the Company has included in such registration statement, as amended at the Effective Date, all information (other than Rule 430A Information) required by the Act and the rules thereunder to be included in the Final Prospectus with respect to the Shares and the offering thereof. As filed, such final prospectus supplement or such amendment and form of final prospectus supplement shall contain all Rule 430A Information, together with all other such required information, with respect to the Shares and the offering thereof and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Basic Prospectus and any Preliminary Final Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein.

(b) On the Effective Date, the Registration Statement did or will, and when the Final Prospectus is first filed (if required) in accordance with Rule 424(b) and on the Closing Date, the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Securities Exchange Act of 1934 (the "Exchange Act") and the respective rules thereunder; on the Effective Date, the Registration Statement did not or will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; and, on the Effective Date, the Final Prospectus, if not filed pursuant to Rule 424(b), did not or will not, and on the date of any filing pursuant to Rule 424(b) and at each Time of Delivery (as defined herein), the Final Prospectus (together with any supplement thereto) will not, include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto).

(c) Neither the Company nor any of its subsidiaries has sustained since the date of the latest audited financial statements included or incorporated by reference in the Final Prospectus any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Final Prospectus, in either case which could reasonably be expected to have a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries taken as a whole; and, since the respective dates as of which information is given in the Registration Statement and the Final Prospectus, there has not been (i) any change in the capital stock or increase in long-term debt of the Company on a consolidated basis other than any increase in the capital stock upon the issuance of shares or options pursuant to employee stock option or other benefit plans, pursuant to contracts with officers or employees of the Company and its subsidiaries, any increase in capital stock upon the conversion of the Company's 41/2% Convertible Subordinated Notes due July 15, 1997, and any increase in long term debt in excess of $10,000,000, or (ii) any increase in short-term debt of the Company in excess of $10,000,000 or (iii) any material adverse change, or any development involving a prospective material adverse change, in or affecting the general affairs, business, management, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, otherwise than as set forth or contemplated in the Final Prospectus;

(d) The subsidiaries of the Company listed on Schedule III hereto are hereinafter referred to as the "Subsidiaries." All other Subsidiaries of the Company, in the aggregate, do not constitute a "Significant Subsidiary" as defined in Regulation S-X. The Company and each Subsidiary has good and marketable title to all real property and good and marketable title to all personal property owned by it, in each case free and clear of all liens, encumbrances and defects except such as are described in the Final Prospectus, such as are identified on Schedule III or IV hereof or such as in the aggregate do not have and can reasonably be expected in the future not to have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole; and any real property and buildings held under lease by the Company or any of the Subsidiaries are held by it under valid, subsisting and enforceable leases with such exceptions described in the Final Prospectus or such exceptions that in the aggregate do not have and can reasonably be expected in the future not to have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole;

(e) The Company and each of the Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing (where applicable) under the laws of its jurisdiction of incorporation, with full power and authority (corporate and other), and all necessary consents, authorizations, approvals, orders, licenses, certificates and permits of and from, and declarations and filings with, all federal, state, local and other governmental authorities, to own, lease, license and use its properties and conduct its business as described in the Final Prospectus (except for such consents, authorizations, approvals, orders, licenses, certificates, permits, declarations and filings, for which the failure to have obtained, individually or in the aggregate, does not and can reasonably

be expected in the future not to have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole), and has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business, which requires such qualification (except where the failure to be so qualified or in good standing does not, and can reasonably be expected in the future not to, have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole);

(f) The Company has an authorized capitalization as set forth in the Final Prospectus, and all of the issued shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable; and all of the issued shares of capital stock of each Subsidiary of the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, security interests or claims, except as otherwise disclosed in Schedule III hereto;

(g) The Company has all requisite power and authority to execute, deliver and perform this Agreement and the International Underwriting Agreement. All necessary corporate proceedings of the Company have been duly taken to authorize the execution, delivery and performance by the Company of this Agreement and the International Underwriting Agreement. The issue and sale of the Shares and the compliance by the Company with all of the provisions of this Agreement and the International Underwriting Agreement, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or to which any of the property or assets of the Company or any of the Subsidiaries is subject; nor will such actions result in any violation of any statute or any order, rule or regulation binding on the Company or any of the Subsidiaries or any of their properties, except, with respect to jurisdictions outside the United States and Panama, for violations which, individually or in the aggregate, would not have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole or on the ability of the Underwriters to receive good and valid title to the Shares being sold hereunder; and no consent, approval, authorization, order, registration or qualification of or with any court or governmental agency or body is required for the issue and sale of the Shares or the consummation by the Company of transactions contemplated by this Agreement and the International Underwriting Agreement, except the registration under the Act of the Shares and such consents, approvals, authorizations, registrations or qualifications as may be required under state or foreign securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters and the International Underwriters;

(h) Other than as set forth in the Final Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or of which any property of the Company or any of its subsidiaries is subject, which

could reasonably be expected to individually or in the aggregate have a material adverse effect on the consolidated financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole; and, to the Company's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others. Neither the Company nor any subsidiary is in violation of, or in default with respect to, any law, rule, regulation, order, judgment or decree, except as may be properly described in the Final Prospectus and such as in the aggregate do not now have and can reasonably be expected in the future not to have a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and the subsidiaries, taken as a whole; nor is the Company or any subsidiary required to take any action in order to avoid such violation or default;

(i) Price Waterhouse LLP, who have certified certain financial statements of the Company and its subsidiaries, are independent public accountants as required by the Act and the rules and regulations of the Commission thereunder;

(j) All patents, patent applications, trademarks, trademark applications, trade names, service marks, copyrights, franchises and other intangible properties and assets (all of the foregoing being herein called "Intangibles") that the Company or any of its subsidiaries owns or has pending, or under which it is licensed, are in good standing and uncontested, except for such Intangibles (individually or in the aggregate) where the failure to be in good standing and uncontested does not and can reasonably be expected in the future not to have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole. Neither the Company nor any of its subsidiaries has infringed, is infringing, or has received notice of infringement with respect to asserted Intangibles of others, except such as individually or in the aggregate do not now have and can reasonably be expected in the future not to have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole. To the knowledge of the Company, there is no infringement by others of Intangibles of the Company or of any of its subsidiaries except such as individually or in the aggregate do not now have and can reasonably be expect in the future not to have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole;

(k) Neither the Company, nor any subsidiary, is now or is expected by the Company or any subsidiary to be in violation or breach of, or in default with respect to, complying with any material provision of any contract, agreement instrument, lease, license, arrangement or understanding which is material to the Company and its subsidiaries, taken as a whole, and each such contract, agreement, instrument, lease, license, arrangement and understanding is in full force and is the legal, valid and binding obligation of the Company and its subsidiaries and is enforceable as to them is accordance with its terms. Each of the Company and each Subsidiary enjoys peaceful and undisturbed possession under all material leases and licenses under which it is operating. Neither the Company nor any Subsidiary is a party to or bound by any contract, agreement, instrument, lease, license, arrangement or understanding, or subject

to any charter or other restriction, which has had or may in the future be reasonably expect to have a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole. Neither the Company nor any Subsidiary is in violation or breach of, or in default with respect to, any term of its certificate of incorporation (or other charter document) or by-laws;

(l) The Company, directly or indirectly, holds good and marketable title to each of the vessels listed on Schedule IV hereto, subject only to the liens listed therein and maritime liens in the ordinary course of business. Each such vessel is duly registered under the laws of the jurisdiction listed opposite its name on Schedule IV hereto;

(m) The Company is not an "investment company", as such term is defined in the Investment Company Act of 1940, as amended (the "Investment Company Act"); and

The terms which follow, when used in this Agreement, shall have the meanings indicated. The term "the Effective Date" shall mean each date that the Registration Statement and any post-effective amendment or amendments thereto became or become effective. "Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto. "Basic Prospectus" shall mean the prospectus referred to in paragraph (a) above contained in the Registration Statement at the Effective Date including, in the case of a Non-Delayed Offering, any Preliminary Final Prospectus. "Preliminary Final Prospectus" shall mean any preliminary prospectus which describes the Shares and the offering thereof and is used prior to filing of the Final Prospectus. "Final Prospectus" shall mean the prospectus relating to the Shares that is first filed pursuant to Rule 424(b) after the Execution Time, together with the Basic Prospectus or, if, in the case of a Non-Delayed Offering, no filing pursuant to Rule 424(b) is required, shall mean the form of final prospectus relating to the Shares, including the Basic Prospectus, included in the Registration Statement at the Effective Date. "Registration Statement" shall mean the registration statement referred to in paragraph (a) above, including incorporated documents, exhibits and financial statements, as amended at the Execution Time (or, if not effective at the Execution Time, in the form in which it shall become effective) and, in the event any post-effective amendment thereto becomes effective prior to the First Time of Delivery (as defined in Section 4 hereof), shall also mean such registration statement as so amended. Such term shall include any Rule 430A Information deemed to be included therein at the Effective Date as provided by Rule 430A. "Rule 415," "Rule 424," "Rule 430A," "Regulation S-K" and "Regulation S-X" refer to such rules or regulation under the Act. "Rule 430A Information" means information with respect to the Shares and the offering thereof permitted to be omitted from the Registration Statement when it becomes effective pursuant to Rule 430A. Any reference herein to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may

be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. A "Non-Delayed Offering" shall mean an offering of securities which is intended to commence promptly after the effective date of a registration statement, with the result that, pursuant to Rules 415 and 430A, all information (other than Rule 430A Information) with respect to the securities so offered must be included in such registration statement at the effective date thereof. A "Delayed Offering" shall mean an offering of securities pursuant to Rule 415 which does not commence promptly after the effective date of a registration statement, with the result that only information required pursuant to Rule 415 need be included in such registration statement at the effective date thereof with respect to the securities so offered. Whether the offering of the Shares is a Non-Delayed Offering or a Delayed Offering shall be set forth in Schedule I hereto.

(B) Each of the Selling Stockholders severally represents and warrants to, and agrees with, each of the Underwriters and the Company that:

(a) All consents, approvals, authorizations and orders, if any, necessary for the execution and delivery by such Selling Stockholder of this Agreement, the International Underwriting Agreement, the Power of Attorney and the Custody Agreement hereinafter referred to, and for the sale of and delivery of the Shares to be sold by such Selling Stockholder hereunder and under the International Underwriting Agreement, have been obtained; subject, however, to consents, approvals, authorizations and orders, the violations of which individually or in the aggregate, would not have a material adverse effect on the business, financial condition or results of operations of the Company and its subsidiaries taken as a whole or on the ability of the Underwriters to receive good and valid title to the Shares being sold hereunder and to the exception that orders or other authorizations may be required under the 1933 Act or under state securities or Blue Sky laws in connection with the purchase and distribution by the Underwriters of the Shares to be sold by such Selling Stockholder; and such Selling Stockholder has full right, power and authority to enter into this Agreement, the International Underwriting Agreement, the Power of Attorney and the Custody Agreement and to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder and under the International Underwriting Agreement;

(b) The sale of the Shares to be sold by such Selling Stockholder hereunder and under the International Underwriting Agreement and the compliance by such Selling Stockholder with all of the provisions of this Agreement, the International Underwriting Agreement, the Power of Attorney and the Custody Agreement, and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, subject, however, to conflicts, breaches or violations which individually or in the aggregate would not have a material adverse effect on the business, financial condition or results of operations of such Selling Stockholder or the Company and its subsidiaries taken as a whole or on the ability of the Underwriters to receive good and valid title to the Shares being sold hereunder, nor will such action result in any violation of the provisions of the Articles of Incorporation, By-laws, governing trust indenture, or other governing instrument, as the case may be, of such Selling Stockholder or any statute or any order,

rule or regulation of any court or governmental agency or body having jurisdiction over such Selling Stockholder or the property of such Selling Stockholder;

(c) Such Selling Stockholder has, and immediately prior to each Time of Delivery (as defined in Section 4 hereof), when such Selling Stockholder is selling Shares hereunder, such Selling Stockholder will have, good and valid title to the Shares to be sold by such Selling Stockholder hereunder and under the International Underwriting Agreement, free and clear of all liens, encumbrances, equities or claims; and, upon delivery of such Shares and payment therefor pursuant hereto, good and valid title to such Shares, free and clear of all liens, encumbrances, equities or claims, will pass to the several Underwriters or the International Underwriters, as the case may be;

(d) During the period beginning from the date hereof and continuing to and including the date 365 days after the date of the Final Prospectus, not to offer, sell, contract to sell or otherwise dispose of, except as provided hereunder or under the International Underwriting Agreement, any shares of Stock or any security of the Company substantially similar thereto, or any other security convertible into or exchangeable for, or that represents the right to receive, Stock or any security substantially similar thereto (other than pursuant to employee stock option plans existing on, or upon the conversion or exchange of convertible or exchangeable securities outstanding as of, the date of this Agreement), without the prior written consent of the Goldman, Sachs & Co.;

(e) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Shares;

(f) To the extent that any statements or omissions made in the Registration Statement, the Basic Prospectus, any Preliminary Final Prospectus, the Final Prospectus or any amendment or supplement thereto are made in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein, such Basic Prospectus, Preliminary Final Prospectus and the Registration Statement did, and the Final Prospectus and any further amendments or supplements to the Registration Statement and the Final Prospectus, when they become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder and, in the case of the Registration Statement, will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and, in the case of such other documents, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(g) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 with respect to the transactions herein contemplated, such Selling Stockholder will deliver to you prior to or at the First Time of Delivery (as defined in Section 4 hereof) a properly

completed and executed United States Treasury Department Form W-8 or W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof);

(h) Certificates in negotiable form representing all of the Shares to be sold by such Selling Stockholder hereunder and under the International Underwriting Agreement have been placed in custody under a Custody Agreement, in the form heretofore furnished to you (the "Custody Agreement"), duly executed and delivered by such Selling Stockholder to Paul, Weiss, Rifkind, Wharton & Garrison as custodian (the "Custodian"), and such Selling Stockholder has duly executed and delivered a Power of Attorney, in the form heretofore furnished to you (the "Power of Attorney"), appointing James M. Dubin and Kevin J. O'Brien, and each of them, as such Selling Stockholder's attorneys-in-fact (each an "Attorney-in-Fact") with authority to execute and deliver this Agreement on behalf of such Selling Stockholder, to determine the purchase price to be paid by the Underwriters and the International Underwriters to the Selling Stockholders as provided in Section 2 hereof, to authorize the delivery of the Shares to be sold by such Selling Stockholder hereunder and otherwise to act on behalf of such Selling Stockholder in connection with the transactions contemplated by this Agreement, the International Underwriting Agreement and the Custody Agreement; and

(i) The Shares represented by the certificates held in custody for such Selling Stockholder under the Custody Agreement are subject to the interests of the Underwriters hereunder and the International Underwriters under the International Underwriting Agreement; the arrangements made by such Selling Stockholder for such custody, and the appointment by such Selling Stockholder of the Attorneys-in-Fact by the Power of Attorney, are to that extent irrevocable; the obligations of such Selling Stockholder hereunder shall not be terminated by operation of law, whether by the death or incapacity of any individual Selling Stockholder or, in the case of an estate or trust, by the death or incapacity of any executor or trustee or the termination of such estate or trust, or in the case of a partnership or corporation, by the dissolution of such partnership or corporation, or by the occurrence of any other event; if any individual Selling Stockholder or any such executor or trustee should die or become incapacitated, or if any such estate or trust should be terminated, or if any such partnership or corporation should be dissolved, or if any other such event should occur, before the delivery of the Shares hereunder, certificates representing the Shares shall be delivered by or on behalf of such Selling Stockholder in accordance with the terms and conditions of this Agreement, of the International Underwriting Agreement and of the Custody Agreement; and actions taken by the Attorneys-in-Fact pursuant to the Powers of Attorney shall be as valid as if such death, incapacity, termination, dissolution or other event had not occurred, regardless of whether or not the Custodian, the Attorneys-in-Fact, or any of them, shall have received notice of such death, incapacity, termination, dissolution or other event.

2. PURCHASE AND SALE. Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, (a) each of the Selling Stockholders agrees, severally and not jointly, to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from each of the Selling Stockholders, at a purchase price per share as set forth in Schedule I hereto, the number of Firm Shares (to be adjusted by you so as to eliminate fractional shares) determined by multiplying the aggregate number of Firm Shares to

be sold by each of the Selling Stockholders as set forth opposite their respective names in Schedule V hereto by a fraction, the numerator of which is the aggregate number of Firm Shares to be purchased by such Underwriter as set forth opposite the name of such Underwriter in Schedule II hereto and the denominator of which is the aggregate number of Firm Shares to be purchased by all of the Underwriters from all of the Selling Stockholders hereunder and (b) in the event and to the extent that the Underwriters shall exercise the election to purchase Optional Shares as provided below, the Selling Stockholder specified in Schedule V hereto (the "Specified Selling Stockholder") agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Specified Selling Stockholder, at the purchase price per share as set forth in Schedule I hereto, that portion of the number of Optional Shares as to which such election shall have been exercised (to be adjusted by you so as to eliminate fractional shares) determined by multiplying such number of Optional Shares by a fraction the numerator of which is the maximum number of Optional Shares which such Underwriter is entitled to purchase as set forth opposite the name of such Underwriter in Schedule II hereto and the denominator of which is the maximum number of Optional Shares that all of the Underwriters are entitled to purchase hereunder.

The Specified Selling Stockholder in Schedule V hereto hereby grants to the Underwriters the right to purchase at their election up to 2,436,000 Optional Shares, at the purchase price per share set forth in the paragraph above, for the sole purpose of covering overallotments in the sale of the Firm Shares. Any such election to purchase Optional Shares may be exercised from time to time by written notice from you to an Attorney-in-Fact, given within a period of 30 calendar days after the Execution Time and setting forth the aggregate number of Optional Shares to be purchased and the date on which such Optional Shares are to be delivered, as determined by you but in no event (i) earlier than the First Time of Delivery (as defined in Section 4 hereof) or, (ii) unless you and an Attorney-in-Fact otherwise agree in writing, earlier than two or later than ten business days after the date of such notice.

3. OFFERING OF SHARES. Upon the authorization by you of the release of the Firm Shares, the several Underwriters propose to offer the Firm Shares for sale upon the terms and conditions set forth in the Final Prospectus.

4. DELIVERY AND PAYMENT. Delivery of and payment for the Firm Shares shall be made on the date and at the time specified in Schedule I hereto, which date and time may be postponed by agreement between the Representatives and the Selling Stockholders or as provided in Section 9 hereof (such date and time of delivery and payment for the Firm Shares being herein called the "First Time of Delivery"). Delivery of and payment for the Optional Shares shall be on the date and at the time specified by you as provided above in the written notice given by you of the Underwriters' election to purchase the Optional Shares, or at such other time and date as you and an Attorney-in-Fact may agree upon in writing. Such date and time of delivery of the Optional Shares, if not the First Time of Delivery, being herein called the "Second Time of Delivery," and each time and date for delivery is herein called a "Time of Delivery". Delivery of the Shares shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Custodian, by wire transfer in the funds specified in Schedule I. Delivery of the Shares shall be made at such location as the Representatives shall reasonably designate at least one business day in advance of the Time of Delivery for such Shares and payment for the Shares shall be made at the office specified in

Schedule I hereto. Certificates in definitive form for the Shares shall be registered in such names and in such denominations as the Representatives may request not less than two full business days in advance of the Time of Delivery for such Shares.

Each of the Selling Stockholders agrees to have the Firm Shares available for inspection, checking and packaging by the Representatives in New York, New York, not later than 1:00 PM on the business day prior to the First Time of Delivery. The Specified Selling Stockholder agrees to have the Optional Shares available for inspection, checking and packaging by the Representatives in New York, New York, not later than 1:00 PM on the business day prior to the Time of Delivery for such Shares.

5. AGREEMENTS. The Company agrees with the several Underwriters that:

(a) The Company will use its best efforts to cause the Registration Statement, if not effective at the Execution Time, and any amendment thereto, to become effective. Prior to the termination of the offering of the Shares, the Company will not file any amendment of the Registration Statement or supplement to the Basic Prospectus (including the Final Prospectus or any Preliminary Final Prospectus) unless the Company has furnished to you a copy for your prompt review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. Subject to the foregoing sentence, the Company will cause the Final Prospectus, properly completed, and any supplement thereto to be filed with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence reasonably satisfactory to the Representatives of such timely filing. The Company will promptly advise the Representatives (i) when the Registration Statement, if not effective at the Execution Time, and any amendment thereto, shall have become effective, (ii) when the Final Prospectus, and any supplement thereto, shall have been filed with the Commission pursuant to Rule 424(b), (iii) when, prior to termination of the offering of the Shares, any amendment to the Registration Statement shall have been filed or become effective, (iv) of any request by the Commission for any amendment of the Registration Statement or supplement to the Final Prospectus or for any additional information, (v) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose and (vi) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose. The Company will use its best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof.

(b) If, at any time when a prospectus relating to the Shares is required to be delivered under the Act, any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend the Registration Statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, the Company promptly will prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement which will correct such statement or omission

or effect such compliance.

(c) As soon as practicable, the Company will make generally available to its security holders and to the Representatives an earning statement or statements of the Company and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158 under the Act.

(d) The Company will furnish to the Representatives and counsel for the Underwriters, without charge, copies of the Registration Statement (including exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act, as many copies of any Preliminary Final Prospectus and, prior to 10:00 a.m., New York City time, on the New York Business Day next succeeding the date of this Agreement and from time to time, copies of the Final Prospectus and any supplement thereto as the Representatives may reasonably request. The Company will pay the expenses of printing any Agreement Among Underwriters, this Agreement, the Blue Sky Memorandum and any other documents in connection with the offering, purchase, sale and delivery of the Shares. For the purposes of this Section 4, "New York Business Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

(e) Until the date set forth on Schedule I hereto, except for securities issuable upon conversion of (i) shares of the Company's Class B Common Stock (the "Class B Common Stock"), (ii) the Company's 41/2% Convertible Subordinated Notes due July 1, 1997 or (iii) the issuance of shares or options pursuant to employee benefit plans, the Company will not, without the prior written consent of Goldman, Sachs & Co., offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any shares of Stock or any security of the Company substantially similar thereto, or any other security convertible into or exchangeable for, or that represents the right to receive, shares of Stock or any security substantially similar thereto.

6. CONDITIONS TO THE OBLIGATIONS OF THE UNDERWRITERS. The obligations of the Underwriters, as to the Shares to be delivered at each Time of Delivery, to purchase the Shares shall be subject to the accuracy of the representations and warranties on the part of the Company and of the Selling Stockholders contained herein as of the Execution Time and such Time of Delivery, to the accuracy of the statements of the Company and of the Selling Stockholders made in any certificates pursuant to the provisions hereof, to the performance by the Company and by each of the Selling Stockholders of its obligations hereunder and to the following additional conditions:

(a) If the Registration Statement has not become effective prior to the Execution Time, unless the Representatives agree in writing to a later time, the Registration Statement will become effective not later than (i) 6:00 p.m. New York City time, on the date of determination of the public offering price, if such determination occurred at or prior to 3:00 p.m. New York City time on such date or (ii) 12:00 Noon on the business day following the day on which the public offering price was determined, if such determination occurred after 3:00 p.m. New York City time on such date; if filing of the Final Prospectus, or any supplement thereto, is required pursuant to Rule 424(b), the

Final Prospectus, and any such supplement, shall have been filed in the manner and within the time period required by Rule 424(b); and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company shall have furnished to the Underwriters the opinion of Paul, Weiss, Rifkind, Wharton & Garrison ("Paul Weiss"), counsel for the Company, dated such Time of Delivery, to the effect that:

(i) This Agreement and the International Underwriting Agreement have been duly executed and delivered by the Company;

(ii) No consent, approval, authorization, order, registration or qualification of or with any New York or federal court or governmental agency or body is required for the sale of the Shares or the consummation by the Company of the transactions contemplated by the Final Prospectus, this Agreement or the International Underwriting Agreement, except such as have been obtained under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state or foreign securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters and the International Underwriters;

(iii) Except as noted below, the last sentence of the first paragraph, the first sentence of the second paragraph and the entire third paragraph of the section of the Final Prospectus relating to the Shares captioned "Certain Considerations -- Taxation of the Company" contain a fair and accurate general description of the U.S. Federal tax provisions discussed therein. With respect to the last sentence of the first paragraph of the section of the Prospectus relating to the Shares captioned "Certain Considerations -- Taxation of the Company," no opinion is expressed with respect to whether the exemption of Section 883 of the Internal Revenue Code of 1986 is available or applicable to the Company or any of its subsidiaries;

(iv) Assuming that New York law is applicable, upon delivery of the Shares pursuant to this Agreement and the International Underwriting Agreement and payment therefor as contemplated herein and therein, good and valid title to the Shares, free and clear of all liens, encumbrances, equities or claims, shall be transferred to each of the several Underwriters and International Underwriters who purchase the Shares in good faith and without notice of any lien, encumbrance, equity or claim or any other adverse claim within the meaning of the Uniform Commercial Code of the State of New York;

(v) The Company is not an "investment company" as such term is defined in the Investment Company Act;

In addition, such counsel shall state that on the basis of the participation of such counsel in conferences at which the contents of the Registration Statement and the Final Prospectus and related matters were discussed, but

without independent verification by such counsel of the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Final Prospectus, any amendment or supplement thereto or any documents incorporated by reference in the Final Prospectus or any amendment or supplement thereto, that they have no knowledge that (other than the financial statements, schedules and other financial or statistical data which are or should be contained therein, as to which such counsel need express no statement):

(1) The documents incorporated by reference in the Final Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery, when they became effective or were filed with the Commission, as the case may be, (A) did not comply as to form in all material respects with the requirements of the Act or the Exchange Act, as applicable, and the rules and regulations of the Commission thereunder; and (B) contained in the case of a registration statement which became effective under the Act, an untrue statement of a material fact, or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or, in the case of other documents which were filed under the Exchange Act with the Commission, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when such documents were so filed, not misleading;

(2)(A) The Registration Statement and the Final Prospectus and any further amendment and supplements thereto made by the Company prior to such Time of Delivery did not comply as to form in all material respects with the requirements of the Act and the rules and regulations thereunder; (B) as of their respective effective dates, the Registration Statement or any further amendment thereto made by the Company prior to such Time of Delivery contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading or that, as of its date, the Final Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances in which they were made, not misleading or that, as of such Time of Delivery, the Final Prospectus or any further amendment or supplement thereto made by the Company prior to such Time of Delivery contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (C) any amendment to the Registration Statement required to be filed with the Commission or of any contracts or other documents of a character required to be filed as an exhibit to the Registration Statement or required to be incorporated by reference into the Final Prospectus or required to be described in the Registration Statement or the Final Prospectus which are not filed or incorporated by reference or described as required.

(c) The Company shall have furnished to the Underwriters the opinion of Arnaldo Perez, Esq., General Counsel for the Company, dated such Time of Delivery, to the effect that:

(i) To the knowledge of such counsel, the Company has all necessary consents, authorizations, approvals, orders, certificates and permits of and from, and declarations and filings with, all federal, state, local and other governmental authorities, to own, lease, license, and use its properties and assets and to conduct its business in the manner described in the Final Prospectus (except for such consents, authorizations, approvals, orders, licenses, certificates, permits, declarations and filings, which the failure to have obtained, individually or in the aggregate, does not and can reasonably be expected in the future not to have a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole);

(ii) To the knowledge of such counsel, HAL Antillen N.V. ("HAL") has all necessary consents, authorizations, approvals, orders, certificates and permits of and from, and declarations and filings with, all federal, state, local, and other governmental authorities, to own, lease, license, and use its properties and assets and to conduct its business in the manner described in the Final Prospectus (except for such consents, authorizations, approvals, orders, licenses, certificates, permits, declarations and filings, which the failure to have obtained, individually or in the aggregate, does not, and can reasonably be expected in the future not to, have a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole);

(iii) Each of the Subsidiaries has been duly qualified as a foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties, or conducts any business which requires such qualification (except where the failure to be so qualified or in good standing does not, and can reasonably be expected in the future not to, have a material adverse effect upon the general affairs, business, financial position, shareholders' equity or results of operations of the Company and its subsidiaries, taken as a whole);

(iv) To the knowledge of such counsel, except as set forth in Schedule III to this Agreement, all of the issued shares of capital stock of each Subsidiary are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, security interests or claims;

(v) To the knowledge of such counsel, and other than as set forth in the Final Prospectus, there are no legal or governmental proceedings pending to which the Company or any of its Subsidiaries is a party or of which any property of the Company or any of its Subsidiaries is the subject which, could reasonably be expected to individually or in the aggregate have a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of

operations of the Company and its subsidiaries, taken as a whole; and, to the knowledge of such counsel, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(vi) To the knowledge of such counsel, the compliance by the Company with all of the provisions this Agreement and the International Underwriting Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument known to such counsel to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or to which any of the property or assets of the Company or any of the Subsidiaries is subject, nor will such action result in any violation of the provisions of the Certificate of Incorporation or By-laws of the Company or, to the knowledge of such counsel, any statute or any order, rule or regulation binding on the Company or any of the Subsidiaries or any of their properties;

(vii) To the knowledge of such counsel, the Company is not (A) in violation of, or in default with respect to, any law, rule, regulation, order, judgment or decree, except as may be properly described in the Final Prospectus or such as in the aggregate do not now have, and can reasonably be expected in the future not to have, a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and the Subsidiaries, taken as a whole; nor is the Company required to take any action in order to avoid any such violation or default; (B) in violation or breach of, or in default with respect to, complying with any material provision of any contract, agreement, instrument, lease, license, arrangement or understanding which is material to the Company and its Subsidiaries, taken as a whole; or (C) in violation or breach of, or in default with respect to, any term of its certificate of incorporation (or other charter document) or by-laws;

(viii) The Company, directly or indirectly, holds good and marketable title to each of the vessels listed on Schedule IV hereto, subject only to the liens disclosed on Schedule IV and maritime liens in the ordinary course of business;

(d) The Company shall have furnished to the Underwriters the opinion of Tapia Linares y Alfaro, Panamanian counsel for the Company, dated such Time of Delivery, to the effect that:

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the Republic of Panama, with power and authority (corporate and other) to own, lease, license and use its properties and conduct its business as described in the Final Prospectus;

(ii) This Agreement and the International Underwriting Agreement have been duly authorized by the Company;

(iii) No consent, approval, authorization, order, registration or qualification of or with any Panamanian court or governmental agency or body is required for the sale of the Shares, or the consummation by the Company of the transactions contemplated by this Agreement and the International Underwriting Agreement, except such as have been obtained under the Act and such consents, approvals, authorizations, registrations or qualifications as may be required under state or foreign securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters and the International Underwriters;

(iv) The Company has an authorized capitalization as set forth or incorporated by reference in the Final Prospectus, and all of the issued shares of capital stock of the Company including the Shares being delivered at such Time of Delivery have been duly and validly authorized and issued and are fully paid and non-assessable; and

(v) To the knowledge of such counsel, the Company is not in violation of, or in default with respect to, any law, rule, regulation, order, judgment or decree, except as may be properly described in the Final Prospectus or such as in the aggregate do not now have, and can reasonably be expected in the future not to have, a material adverse effect on the general affairs, business, financial position, shareholders' equity or results of operations of the Company and the Subsidiaries, taken as a whole.

(vi) The Stock conforms in all material respects to the description of the Stock in the Final Prospectus.

(vii) Good and valid title to the Shares, free and clear of all liens, encumbrances, equities or claims, has been transferred to each of the several Underwriters or International Underwriters, as the case may be, who purchase the Shares in good faith and without notice of any such lien, encumbrance, equity or claim or any other adverse claim.

(e) The Company shall have furnished to the Representatives the opinion of Clifford Chance, counsel to HAL, dated such Time of Delivery, to the effect that:

(i) HAL is a "naamloze vennootschap" (company with limited liability) duly organized and validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with power and authority (corporate and other) to own, lease, license and use its properties and conduct its business as described in the Final Prospectus; and

(ii) All of the issued shares of capital stock of HAL have been duly and validly authorized and issued, and are fully paid.

(f) The Company shall have furnished to the Underwriters the opinions of local counsel, each dated such Time of Delivery, to the effect that each vessel listed on Schedule IV hereto is duly registered, except as noted on Schedule IV, under the laws

of the jurisdiction listed opposite its name on Schedule IV.

Each such opinion described in 6(b), (c), (d), (e) and (f) above shall be in form and substance reasonably satisfactory to the Representatives. In rendering such opinions described in 6(b), (c), (d), (e) and (f) above, each such counsel may rely (A) as to matters involving the application of laws other than the laws of the jurisdiction in which such counsel practices, to the extent such counsel deems proper and to the extent specified in such opinion, upon an opinion or opinions (in form and substance reasonably satisfactory to counsel for the Underwriters) of other counsel, reasonably acceptable to counsel for the Underwriters, familiar with the applicable laws; (B) as to matters of fact, to the extent such counsel deems proper, on certificates of responsible officers of the Company or of any of the Subsidiaries; and (C) to the extent such counsel deems proper, upon written statements or certificates of officers of departments of various jurisdictions having custody of documents respecting the corporate existence or good standing of the Company or of any of the Subsidiaries, provided that copies of any such statements or certificates shall be delivered to counsel for the Underwriters, and on the absence of a telegram from the Commission. References to the Final Prospectus in paragraphs 6(b) through (e) include any amendments or supplements thereto filed prior to such Time of Delivery.

(g) The respective counsel for each of the Selling Stockholders, as indicated in Schedule V hereto, each shall have furnished to you their written opinion with respect to each of the Selling Stockholders for whom they are acting as counsel, dated such Time of Delivery, in form and substance reasonably satisfactory to you, to the effect that:

(i) A Power of Attorney and a Custody Agreement have been duly executed and delivered by such Selling Stockholder and constitute valid and binding agreements of such Selling Stockholder in accordance with their terms, subject to bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and general equitable principles;

(ii) This Agreement and the International Underwriting Agreement have been duly executed and delivered by or on behalf of such Selling Stockholder; and the sale of the Shares to be sold by such Selling Stockholder hereunder and the compliance by such Selling Stockholder with all of the provisions of this Agreement and the International Underwriting Agreement, the Power-of-Attorney and the Custody Agreement and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any terms or provisions of, or constitute a default under, any statute, indenture, mortgage, deed of trust, loan agreement or other material agreement or instrument known to such counsel to which such Selling Stockholder is a party or by which such Selling Stockholder is bound or to which any of the property or assets of such Selling Stockholder is subject, nor will such action result in any violation of the provisions of the Articles of Incorporation, By-laws, governing trust indenture or other governing instrument, as the case may be, of such Selling Stockholder or any order, rule or regulation known to such counsel of any court or governmental agency or body having jurisdiction over such Selling Stockholder

or the property of such Selling Stockholder, except that such counsel need express no opinion as to compliance with the Act or any state or foreign securities or Blue Sky laws in connection with the purchase and distribution of the Shares by the Underwriters;

(iii) To the knowledge of such counsel, no consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement in connection with the Shares to be sold by such Selling Stockholder hereunder, except such consent, approvals, authorizations or orders which have been duly obtained and are in full force and effect, such as have been obtained under the Act and such as may be required under state securities or Blue Sky laws in connection with the purchase and distribution of such Shares by the Underwriters or the International Underwriters;

(h) Holland & Knight, special U.S. counsel to the Selling Stockholders, shall have furnished to you their written opinion, dated such Time of Delivery, in form and substance reasonably satisfactory to you, to the effect that:

(i) Immediately prior to such Time of Delivery, such Selling Stockholder had good and valid title to the Shares to be sold at such Time of Delivery by such Selling Stockholder under this Agreement and the International Underwriting Agreement, free and clear of all liens, encumbrances, equities or claims, and full right, power and authority to sell, assign, transfer and deliver the Shares to be sold by such Selling Stockholder hereunder and thereunder; and

(ii) Good and valid title to such Shares, free and clear of all liens, encumbrances, equities or claims, has been transferred to each of the several Underwriters or International Underwriters, as the case may be, who have purchased such Shares in good faith and without notice of any such lien, encumbrance, equity or claim or any other adverse claim within the meaning of the Uniform Commercial Code.

In rendering the opinion in paragraph (iv), such counsel may rely upon a certificate of such Selling Stockholder in respect of matters of fact as to ownership of, and liens, encumbrances, equities or claims on, the Shares sold by such Selling Stockholder, provided that such counsel shall state that they believe that both you and they are justified in relying upon such certificate;

(i) The Underwriters shall have received from Sullivan & Cromwell, counsel for the Underwriters, such opinion or opinions, dated such Time of Delivery, with respect to the validity of the Shares, the Registration Statement, the Final Prospectus (together with any supplement thereto) and other related matters as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(j) The Company shall have furnished to the Underwriters a certificate of the

Company, dated such Time of Delivery and signed by the Chairman of the Board or the President and the principal financial or accounting officer of the Company, and the Selling Stockholders shall have furnished to the Underwriters at each Time of Delivery at which such Selling Stockholder is delivering Shares, certificates of the Selling Stockholders, respectively, dated such Time of Delivery, satisfactory to you as to the accuracy of the representations and warranties of the Company and the Selling Stockholders, respectively, herein at and as of such Time of Delivery as to the performance by the Company and the Selling Stockholders of all of their respective obligations hereunder to be performed at or prior to such Time of Delivery and as to such other matters as you may reasonably request and the Company shall have furnished or caused to be furnished a certificate to the effect that the signers of such certificate have carefully examined the Registration Statement, the Final Prospectus, any supplement to the Final Prospectus and this Agreement and that:

(i) the representations and warranties of the Company in this Agreement are true and correct in all material respects on and as of such Time of Delivery with the same effect as if made on such Time of Delivery and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to such Time of Delivery;

(ii) no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or, to the Company's knowledge, threatened; and

(iii) since the date of the most recent audited financial statements included in the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse change in the condition (financial or other), earnings, business or properties of the Company and its Subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Final Prospectus (exclusive of any supplement thereto).

(k) At such Time of Delivery, Price Waterhouse LLP shall have furnished to the Underwriters a letter or letters (which may refer to letters previously delivered to one or more of the Representatives), dated as of such Time of Delivery, in form and substance satisfactory to the Representatives, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the respective applicable published rules and regulations thereunder and stating in effect that:

(i) in their opinion the audited financial statements and schedules included or incorporated in the Registration Statement and the Final Prospectus and reported on by them comply in form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related published rules and regulations;

(ii) on the basis of a reading of the latest unaudited financial statements made available by the Company and its subsidiaries; carrying out certain specified

procedures (but not an examination in accordance with generally accepted auditing standards) which could not necessarily reveal matters of significance with respect to the comments set forth in such letter, a reading of the minutes of the meetings of the stockholders, directors and executive and audit committees of the Company and its subsidiaries; and inquiries of certain officials of the Company who have responsibility for financial and accounting matters of the Company and its subsidiaries as to transactions and events subsequent to the date of the most recent audited financial statements in or incorporated in the Final Prospectus, nothing came to their attention which caused them to believe that:

(1) any unaudited financial statements included or incorporated in the Registration Statement and the Final Prospectus do not comply in form in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect to financial statements included or incorporated in quarterly reports on Form 10-Q under the Exchange Act; and said unaudited financial statements are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited financial statements included or incorporated in the Registration Statement and the Final Prospectus;

(2) with respect to the period subsequent to the date of the most recent financial statements (other than any capsule information), audited or unaudited, in or incorporated in the Registration Statement and the Final Prospectus, there were any changes, at a specified date not more than five business days prior to the date of the letter, in the consolidated capital stock (other than issuances of capital stock upon exercise of options and stock appreciation rights, upon earn-outs of performance shares and upon conversions of convertible securities, in each case which were outstanding on the date of the latest balance sheet included or incorporated by reference in the Final Prospectus) or any increase in the consolidated long-term debt of the Company and its subsidiaries, or any decreases in consolidated net current assets or net assets as compared with the amounts shown on the most recent consolidated balance sheet included or incorporated in the Registration Statement and the Final Prospectus, or for the period from the date of the most recent financial statements included or incorporated in the Registration Statement and the Final Prospectus to such specified date there were any decreases, as compared with the corresponding period in the preceding year in consolidated net revenues, operating income, net income or earnings per share, except in all instances for changes or decreases set forth in such letter, in which case the letter shall be accompanied by an explanation by the Company as to the significance thereof unless said explanation is not deemed necessary by the Representatives; or

(3) the amounts included in any unaudited "capsule" information included or incorporated in the Registration Statement and the Final

Prospectus do not agree with the amounts set forth in the unaudited financial statements for the same periods or were not determined on a basis substantially consistent with that of the corresponding amounts in the audited financial statements included or incorporated in the Registration Statement and the Final Prospectus.

(iii) they have performed certain other specified procedures as a result of which they determined that certain information of an accounting, financial or statistical nature (which is limited to accounting, financial or statistical information derived from the general accounting records of the Company and its subsidiaries which is subject to the Company's system of internal accounting controls) set forth in the Registration Statement and the Final Prospectus, including the information included or incorporated in Items 6, 7 and 11 of the Company's Annual Report on Form 10-K, incorporated in the Registration Statement and the Prospectus, and the information included in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" included or incorporated in the Company's Quarterly Reports on Form 10-Q, incorporated in the Registration Statement and the Final Prospectus, agrees with the accounting records of the Company and its subsidiaries, excluding any questions of legal interpretation; and

(iv) if pro forma financial statements are included or incorporated in the Registration Statement and the Final Prospectus, on the basis of a reading of the unaudited pro forma financial statements, carrying out certain specified procedures, inquiries of certain officials of the Company and the acquired company who have responsibility for financial and accounting matters, and proving the arithmetic accuracy of the application of the pro forma adjustments to the historical amounts in the pro forma financial statements, nothing came to their attention which caused them to believe that the pro forma financial statements do not comply in form in all material respects with the applicable accounting requirements of Rule 11-02 of Regulation S-X or that the pro forma adjustments have not been properly applied to the historical amounts in the compilation of such statements.

References to the Final Prospectus in this paragraph (j) include any supplement thereto at the date of the letter.

In addition, except as provided in Schedule I hereto, at the Execution Time, Price Waterhouse LLP shall have furnished to the Representatives a letter or letters, dated as of the Execution Time, in form and substance satisfactory to the Representatives, to the effect set forth above.

(l) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (k) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the business or properties of the Company and its subsidiaries, taken as a whole, the effect of which, in any case referred to in clause (i) or (ii) above,

is, in the reasonable judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Shares as contemplated by the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any supplement thereto).

(m) Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purpose of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(n) Prior to such Time of Delivery, the Company and the Selling Stockholders shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

(o) On or after the date hereof there shall not have occurred any of the following: (i) a suspension or material limitation in trading in securities generally on the New York Stock Exchange; (ii) a suspension or material limitation in trading in the Company's securities on the New York Stock Exchange; (iii) a general moratorium on commercial banking activities in New York declared by either Federal or New York State authorities; or (iv) the outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war, if the effect of any such event specified in this clause (iv) is in your reasonable judgment so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated by the Prospectus.

(p) The Representatives shall have received the written agreement of each of Ted Arison and Micky Arison, in form and substance satisfactory to the Representatives, to the effect that, for a period of 365 days after the date of the Final Prospectus, such person has agreed (i) not to offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any shares of Stock or Class B Common Stock or any security of the Company substantially similar thereto, or any other security convertible into or exchangeable for, or that represents the right to receive, shares of Stock or Class B Common Stock or any security of the Company substantially similar thereto, other than the conversion of shares of Class B Stock into shares of Stock, without the prior written consent of Goldman, Sachs & Co. and (ii) not to consent to any disposition of the nature described in clause (i) of this Section 6(p) by any trust that owns shares of Stock or Class B Common Stock or any security of the Company substantially similar thereto, or any other security convertible into or exchangeable for, or that represents the right to receive, shares of Stock or Class B Common Stock or any security of the Company substantially similar thereto, over which such person has voting or dispositive power, other than the conversion of shares of Class B Stock into shares of Stock, without the prior written consent of Goldman, Sachs & Co.

If any of the conditions specified in this Section 6 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions and

certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, such Time of Delivery by the Representatives. Notice of such cancellation shall be given to the Company and the Selling Stockholders in writing or by telephone or telegraph confirmed in writing.

7. REIMBURSEMENT OF UNDERWRITERS' EXPENSES. If the sale of the Shares provided for herein is not consummated by reason of any failure on the part of the Company or any Selling Stockholder to perform any covenant or agreement or satisfy any condition of this Agreement to be performed or satisfied by it or any Selling Stockholder, the sole liability of the Company to each of the Underwriters, in addition to the obligations of the Company pursuant to Sections 5(d) and 8, will be for the Company to reimburse the Underwriters for all out-of-pocket expenses approved in writing by you, including fees and disbursements of counsel, reasonably incurred by the Underwriters in making preparations for the purchase, sale and delivery of the Shares not so delivered. Otherwise, if this Agreement shall be terminated, the Company shall not then be under any liability to any Underwriter except as provided in Sections 5(d) and 8 hereof. If this Agreement shall be terminated as provided herein, the Selling Stockholders shall not have any liability to the Underwriters except as provided in Section 8 hereof.

8. INDEMNIFICATION AND CONTRIBUTION. (a) The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Shares as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein; and, provided, further, that the Company will not be liable to any Underwriter with respect to any loss, claim, damage or liability arising out of or based on any untrue statement or alleged untrue statement or omission or alleged omission to state a material fact in the Preliminary Final Prospectus which is corrected in the Final Prospectus if the person asserting any such loss, claim, damage or liability purchased Shares from such Underwriter but was not sent or given a copy of the Final Prospectus at or prior to the written confirmation of the sale of such Shares to such person. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each of the Selling Stockholders, severally in proportion to the number of Shares to be sold by such Selling Stockholder, and not jointly, agrees to indemnify and hold harmless each Underwriter, the directors, officers, employees and agents of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the registration statement for the registration of the Shares as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the registration statement for the registration of the Shares as originally filed or in any amendment thereof, or in the Basic Prospectus, any Preliminary Final Prospectus or the Final Prospectus, or in any amendment thereof or supplement thereto in reliance upon and in conformity with written information furnished to the Company by such Selling Stockholder expressly for use therein, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such Selling Stockholder will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Underwriter through the Representatives specifically for inclusion therein; and, provided, further, that such Selling Stockholder will not be liable to any Underwriter with respect to any loss, claim, damage or liability arising out of or based on any untrue statement or alleged untrue statement or omission or alleged omission to state a material fact in the Preliminary Final Prospectus which is corrected in the Final Prospectus if the person asserting any such loss, claim, damage or liability purchased Shares from such Underwriter but was not sent or given a copy of the Final Prospectus at or prior to the written confirmation of the sale of such Shares to such person. This indemnity agreement will be in addition to any liability which the Selling Stockholders may otherwise have.

(c) Each Underwriter severally agrees to indemnify and hold harmless the Company and each Selling Stockholder, and each of their respective directors and officers and each person who controls the Company or such Selling Stockholder within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company or such Selling Stockholder, as the case may be, to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have.

(d) Promptly after receipt by an indemnified party under subsection (a), (b) or (c) above of notice of the commencement of any action, such indemnified party shall, if a claim in

respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation conducted by the Underwriters at the request of the Company. Notwithstanding anything to the contrary contained herein, an indemnifying party will not be liable for any settlement of any claim or action effected without its prior written consent.

(e) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each indemnifying party agrees to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which an indemnified party may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and by the Underwriters on the other from the offering of the Shares. If the allocation provided by the immediately preceding sentence is unavailable for any reason or if the indemnified party failed to give the notice required under subsection (d) above, then each indemnifying party shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholders on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company and the Selling Stockholders on the one hand shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses), and benefits received by the Underwriters on the other hand shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to whether any alleged untrue statement or

omission relates to information provided by the Company or the Selling Stockholders on the one hand or the Underwriters on the other, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission and the failure of an indemnified party to give notice under subsection (d) above (to the extent such failure is prejudicial to an indemnifying party). The Company, each of the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this subsection (e), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this paragraph (e), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company or any Selling Stockholder within the meaning of either the Act or the Exchange Act, each officer of the Company or any Selling Stockholder who shall have signed the Registration Statement and each director of the Company or any Selling Stockholder shall have the same rights to contribution as the Company or any Selling Stockholder, as the case may be, subject in each case to the applicable terms and conditions of this paragraph (e).

9. DEFAULT BY AN UNDERWRITER. If any one or more Underwriters shall fail at a Time of Delivery to purchase and pay for any of the Shares agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the amount of Shares set forth opposite their names in Schedule II hereto bears to the aggregate amount of Shares set forth opposite the names of all the remaining Underwriters) the Shares which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate amount of Shares which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate amount of Shares set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Shares, and if such nondefaulting Underwriters do not purchase all the Shares, this Agreement will terminate without liability to any nondefaulting Underwriter, the Company or any Selling Stockholder. In the event of a default by any Underwriter as set forth in this Section 9, such Time of Delivery shall be postponed for such period, not exceeding seven days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company, any Selling Stockholder and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. REPRESENTATIONS AND INDEMNITIES TO SURVIVE. The respective agreements, representations, warranties, indemnities and other statements of the Company, the Selling Stockholders or their respective officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, any Selling Stockholder or the Company or any of the officers, directors or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Shares. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

11. NOTICES. In all dealings hereunder, you shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by you jointly or by Goldman, Sachs & Co. on behalf of you as the Representatives; and in all dealings with any Selling Stockholder hereunder, you and the Company shall be entitled to act and rely upon any

statement, request, notice or agreement on behalf of such Selling Stockholder made or given by any or all of the Attorneys-in-Fact for such Selling Stockholder.

All statements, requests, notices and agreements hereunder shall be in writing, and if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Underwriters in care of Goldman, Sachs & Co., 85 Broad Street, New York, New York, 10004, Attention: Registration Department, if to any Selling Stockholder shall be delivered or sent by mail, telex or facsimile transmission to Holland & Knight, 701 Brickell Avenue, Miami, Florida 33131 with copies to MacFarlanes, 10 Norwich Street, London EC4A 1BD England; and if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the address of the Company set forth in the Registration Statement, Attention: Legal Department; provided, however, that any notice to an Underwriter pursuant to Section 8(d) hereof shall be delivered or sent by mail, telex or facsimile transmission to such Underwriter at its address set forth in its Underwriters' Questionnaire, or telex constituting such Questionnaire, which address will be supplied to the Company or the Selling Stockholders by Goldman, Sachs & Co. upon request. Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

12. SUCCESSORS. This Agreement shall be binding upon, and inure solely to the benefit of, the Underwriters, the Company and the Selling Stockholders and, to the extent provided in Section 8 hereof, the officers and directors and each person who controls the Company, any Selling Stockholder or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

13. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

14. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the eight counterparts hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Selling Stockholders and the several Underwriters.

Very truly yours,

Carnival Corporation

By:.....
Name:
Title:

Ted Arison

Arison Foundation, Inc.

The Royal Bank of Scotland Trust Company (Jersey) Limited, as Trustee for the Ted Arison Charitable Trust

By:.....
Name:
Title:

As Attorney-in-Fact acting on behalf of each of the Selling Stockholders named in Schedule V to this Agreement.

Accepted as of the date hereof:

Goldman, Sachs & Co.
Bear, Stearns & Co. Inc.
Lehman Brothers Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated

By: . . . . . .
(Goldman, Sachs & Co.)

On behalf of each of the Underwriters

SCHEDULE I

Underwriting Agreement dated November __, 1996

Registration Statement No. 333-13997

Representative(s): Goldman, Sachs & Co.
Bear, Stearns & Co. Inc.
Lehman Brothers Inc.
Merrill Lynch, Pierce, Fenner & Smith Incorporated

Title, Purchase Price and Description of Shares:

Title: Class A Common Stock, par value $.01 per share

Number of shares: 16,240,000

Maximum number of shares of Optional Shares to cover overallotments: 2,436,000

Purchase price per share: $.....

Closing Date, Time and Location: November __, 1996, 9:30 a.m., Sullivan & Cromwell, 125 Broad Street, New York, New York

Specified Funds for Payment of Purchase Price: same-day funds

Type of Offering: Non-Delayed Offering

Date referred to in Section 5(e) after which the Company may offer or sell shares of Class A Common Stock or securities described in Section 5(e) without the consent of Goldman, Sachs & Co.: ninety (90) days after the date of the Underwriting Agreement.

Modification of items to be covered by the letter from Price Waterhouse LLP delivered pursuant to Section 6(k) at the Execution Time: None

SCHEDULE II

Underwriter	Total Number of Firm Shares to be Purchased	Number of Optional Shares to be Purchased if Maximum Option Exercised
Goldman, Sachs & Co		
Bear, Stearns & Co. Inc.		
Lehman Brothers Inc.		
Merrill Lynch, Pierce, Fenner & Smith Incorporated		
Total	16,240,000	2,436,000

SCHEDULE III

SUBSIDIARY	CAPITAL STOCK OWNERSHIP
Carnival Corporation ("CCL")	_____
HAL Antillen N.V. ("HAL")	CCL*
Festivale Maritime Limited	CCL
Celebration Cruises Inc	CCL
Tropicale Cruises Inc	CCL
Jubilee Cruises Inc	CCL
HAL Shipping Ltd	HAL
Wind Surf Limited	HAL
Windstar Limited	WSCL
Wind Spirit Limited	WSCL
Windstar Sail Cruises Limited ("WSCL")	HAL
Futura Cruises, Inc	CCL
Utopia Cruises Inc	CCC

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* The shares owned by CCL are subject to a pledge in favor of Citibank, N.A.

SCHEDULE IV

	VESSELS	JURISDICTION OF REGISTRATION	LIENS
I.	Carnival Cruise Lines		
1.	Celebration.....	Liberia	First Preferred Ship Mortgage in favor of the Swedish National Dept Office.
2.	Jubilee.....	Panama	None.
3.	Tropicale.....	Liberia	None.
4.	Fantasy.....	Liberia	First Preferred Ship Mortgage of Finnish Export Credit Limited.
5.	Festivale.....	Bahamas	None.
6.	Holiday.....	Panama	None.
7.	Ecstasy.....	Liberia	First Preferred Ship Mortgage in favor of Finnish Export Credit Limited.
8.	Sensation.....	Panama	None.
9.	Fascination.....	Panama	None.
10.	Inspiration.....	Panama	None.
11.	Imagination.....	Panama	None.
12.	Carnival Destiny.....	Panama	None.
II.	Holland America Line		
1.	Westerdam.....	Netherlands	Mortgage in favor of Kreditanstalt fur Wiederaufbau.
2.	Noordam.....	Netherlands	None.
3.	Nieuw Amsterdam.....	Netherlands	None.
4.	Rotterdam.....	Netherlands	None.

5.	Statendam.....	Bahamas	None.
6.	Maasdam.....	Bahamas	None.
7.	Ryndam.....	Bahamas	None.
8.	Veendam.....	Bahamas	None.
III.	Windstar Sail Cruises		
1.	Wind Spirit.....	Bahamas	Mortgage in favor of Banque Francaise du Commerce Exterieur ("BFCE") and mortgage in favor of Banque Nationale de Paris.
2.	Wind Song.....	Bahamas	Mortgage in favor of BFCE.
3.	Wind Star	Bahamas	Mortgage in favor of BFCE.

SCHEDULE V

	Total Number of Firm Shares to be Sold	Number of Optional Shares to be Sold if Maximum Option Exercised
The Selling Stockholders:		
Ted Arison(a)	12,180,000	2,436,000
Arison Foundation, Inc.(b)	2,540,000	0
The Royal Bank of Scotland Trust Company (Jersey) Limited, as Trustee for the Ted Arison Charitable Trust(c)	1,520,000	0
Total	16,240,000	2,436,000

(a) This Selling Stockholder is represented by Holland & Knight of Miami, Florida.

(b) This Selling Stockholder is represented by Holland & Knight of Miami, Florida.

(c) This Selling Stockholder is represented by Mourant du Feu & Jeune of Jersey, Channel Islands and Holland & Knight of Miami, Florida.

TAPIA, LINARES Y ALFARO
ABOGADOS - ATTORNEYS AT LAW

November 11, 1996

Carnival Corporation
3655 N.W. 87th Avenue
Miami, Florida 33178-2428
U.S.A.

Registration Statement on Form S-3
Registration No. 333-13997

Dear Sirs:

In connection with the above-captioned Registration Statement on Form S-3 (the "Registration Statement"), filed by Carnival Corporation ("the Company") with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Act") and the rules and regulations promulgated thereunder (the "Rules"), we have been requested to render our opinion as to the legality of the securities being registered thereunder. The Registration Statement covers an aggregate of 23,345,000 shares of the Company's Class A Common Stock, par value $0.01 per share (the "Class A Common Stock"), which shares are being sold by certain selling shareholders (the "Shares").

In this connection, we have examined (i) originals, photocopies or conformed copies of the Registration Statement, including exhibits and amendments thereto, (ii) the Amended and Restated Articles of Incorporation and By-Laws of the Company, each as amended to date, and (iii) records of certain of the Company's corporate proceedings. In addition, we have made such other examinations of law and fact as we have considered necessary in order to form a basis of the opinions hereinafter expressed. In connection with such investigation, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to originals of all documents submitted to us as photocopies or conformed copies. We have relied as to matters of fact upon certificates of officers of the Company.

Based on the foregoing, we are of the opinion that:

1. The Company is duly incorporated and validly existing as a corporation in good standing under the laws of the Republic of Panama.

2. The Shares have been duly authorized and validly issued and are fully paid and nonassessable.

3. Distributions to the holders of the Class A Common Stock will not be subject to taxation under the laws of the Republic of Panama. Also, the Company's income will not be subject to significant taxation under the laws of the Republic of Panama.

We are members of the Bar of the Republic of Panama. We express no opinion as to matters of law other than the laws of the Republic of Panama.

We consent to the use of this opinion as an exhibit to the Registration Statement, or any amendment pursuant to Rule 462 under the Act, and to the reference to our name under the caption "Validity of Securities" in the prospectus included in the Registration Statement, or any amendment pursuant to Rule 462 under the Act. In giving this consent we do not hereby agree that we come within the category of persons whose consent is required by the Act or the Rules.

Very truly yours,

TAPIA, LINARES Y ALFARO

/s/Mario E. Correa
Mario E. Correa

November 11, 1996

Carnival Corporation
3655 N.W. 87th Avenue
Miami, Florida 33178-2428

Registration Statement on Form S-3
Registration No. 333-13997

Dear Sirs:

In connection with the above captioned Registration Statement on Form S-3 (the "Registration Statement") filed by Carnival Corporation (the "Company") with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Act"), and the rules and regulations promulgated thereunder (the "Rules"), we have been requested to render our opinion as to the matters hereinafter set forth.

In this regard, we have reviewed copies of the Registration Statement (including the exhibits and amendments thereto) and the United States and international prospectuses (the "Prospectuses") relating to concurrent United States and international offerings of an aggregate of 20,300,000 shares of the Company's Class A Common Stock, par value $.01 per share (the "Class A Common Stock") and the option to purchase up to 3,045,000 shares of Class A Common Stock. We have also made such other investigations of fact and law and have examined the originals, or copies authenticated to our satisfaction, of such documents, records, certificates or

other instruments as in our judgment are necessary or appropriate to render the opinion expressed below.

Based on the foregoing, we are of the opinion that the section entitled "Taxation" (other than the subsection encaptioned "Other Jurisdictions," as to which we express no opinion) in each of the Prospectuses contains an accurate general description, under currently applicable law, of the principal United States Federal income tax considerations that apply to the Company's Class A Common Stock.

We are members of the Bar of the State of New York and we do not purport to be experts in the laws of any jurisdiction other than the laws of the State of New York and the Federal laws of the United States.

We consent to the use of this opinion as an exhibit to the Registration Statement, or any amendment pursuant to Rule 462 under the Act, and to the reference to our name under the caption "Validity of Securities" in the Prospectus included in the Registration Statement, or any amendment pursuant to Rule 462 under the Act. In giving this consent we do not hereby agree that we come within the category of persons whose consent is required by the Act or the Rules.

Very truly yours,

/s/ PAUL, WEISS, RIFKIND, WHARTON & GARRISON

PAUL, WEISS, RIFKIND, WHARTON & GARRISON

EXHIBIT 23(a)

CONSENT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting part of this Amendment No 1 to Registration Statement on Form S-3 of our report dated January 18, 1996, which appears on page 31 of the 1995 Annual Report to Shareholders of Carnival Corporation, which is incorporated by reference in Carnival Corporation's Annual Report on Form 10-K for the year end ed November 30, 1995. We also consent to the reference to us under the heading "Experts" in such Prospectus.

Price Waterhouse LLP
Miami, Florida
October 16, 1996