

IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

In re:

COMPLEX BUSINESS LITIGATION  
DIVISION

CRYSTAL CRUISES LLC, a California  
limited liability company,

Case No. 2022-002742-CA-01  
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a  
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida  
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,  
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**MOTION TO EMPLOY INCE (GIBRALTAR) LIMITED TOGETHER WITH INCE  
CONSULTANCY (GIBRALTAR) LIMITED AS GIBRALTAR COUNSEL TO  
ASSIGNEE, MARK C. HEALY, AND TO AUTHORIZE ASSIGNEE TO EXECUTE  
ENGAGEMENT LETTER**

Mark C. Healy (the “Assignee”), solely as the Assignee for the benefit of creditors of Crystal Cruises LLC (“Crystal Cruises”), Crystal Holdings U.S. LLC (“Crystal Holdings”), and Crystal AirCruises LLC (“Crystal AirCruises”, and, together with Crystal Cruises and Crystal Holdings, collectively, the “Assignors”) and not individually, by and through his undersigned counsel and pursuant to Florida Statutes § 727.108(7), files this motion for approval of the employment of the law firm of Ince (Gibraltar) Limited (together with its affiliate Ince Consultancy (Gibraltar) Limited referred to as “Ince”) and its attorneys as Gibraltar counsel to the Assignee, and to authorize the Assignee to execute an engagement letter with Ince (the “Motion”), and in support thereof, states as follows:

a. On February 10, 2022, each of the Assignors executed and delivered, and the Assignee accepted, irrevocable Assignments for the benefit of creditors to the Assignee (collectively, the “Assignments”). On February 11, 2022, a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for each of the Assignors, thereby commencing the following assignment for the benefit of creditors cases pursuant to Section 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01 (the “Crystal Cruises Case”); *In re Crystal Holdings U.S. LLC*, Case No. 2022-002757-CA-01 (the “Crystal Holdings Case”); and *In re Crystal AirCruises LLC*, Case No. 2022-002758-CA-01 (the “Crystal AirCruises Case”, and together with the Crystal Cruises Case and the Crystal Holdings Case, the “Assignment Cases”).

2. Prior to execution of the Assignments, the Assignors were engaged in the travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world.

3. The Assignors formerly employed hundreds of people, and upon information and belief, have thousands of trade creditors and tens of thousands of consumer deposit creditors throughout the world.

4. It is necessary for the Assignee to employ Gibraltar counsel to perform necessary legal services in connection with the recovery of inventory and currency (the “Gibraltar Estate Assets”) on board the cruise ship, *Crystal Endeavour* (the “Vessel”), currently arrested in the Port of Gibraltar, which Vessel was formerly operated by the Assignor and owned by affiliates of the Assignor.

5. The Assignee has previously filed his *Motion (i) To Approve Sale of Assets on Board the Crystal Endeavour Vessel, (ii) To Approve Asset Purchase Agreement and Related*

*Documents, (iii) To Shorten Notice Period, and (iv) For Other Related Relief* (the “Sale Motion”), relating to the proposed sale of the Gibraltar Estate Assets (the “Gibraltar Asset Sale”).

6. These ordinary and necessary legal services to be provided by Ince include, *inter alia*:

- a. Act as Gibraltar counsel on behalf of the Assignee in respect of the Gibraltar Asset Sale and related agreements and documents;
- b. To facilitate the Gibraltar Asset Sale on behalf of the Assignee;
- c. to perform all other legal services as may be requested by the Assignee relating to the Gibraltar Estate Assets.

7. Florida Statutes § 727.108 lists the duties of an assignee, including “[t]o the extent necessary, employ at the expense of the estate one or more appraisers, auctioneers, accountants, attorneys, or other professional persons, to assist the assignee in carrying out his or her duties under this chapter.” Fla. Stat. § 727.108(7).

8. The Assignee has selected Ince and its attorneys as his Gibraltar counsel because they have considerable experience in asset sale and maritime matters in Gibraltar. The Assignee believes that Ince is well qualified to represent him as Assignee in the Gibraltar Asset Sale.

9. The Assignee expects that his administration of the Gibraltar Asset Sale will involve specialized legal counsel involving aspects of Gibraltar and maritime law. The Assignee seeks to retain Ince as special counsel as for these matters in addition to the law firms of Nardella & Nardella, PLLC (“N&N”) and Berger Singerman, LLP (“BSLLP”), which firms have been approved by this Court to serve as general counsel to the Assignee.

10. Ince, N&N, and BSLLP have and will continue to work efficiently and collaboratively in their representation of the Assignee.

11. The current hourly rates of those at Ince who will work on this matter are as follows: partners/senior consultants is £450 per hour; practice director, head of employment and head of shipping is £300 per hour; senior associates, finance director and head of fiduciary is £265.00 per hour; mid-level associates is £225 per hour; associates, senior project manager, company secretary, and trainee associates is £165 per hour; compliance/executive assistant is £125 per hour; and receptionist/secretarial support is £100 per hour.

12. On or about June 10, 2022, the Assignee deposited a retainer of \$37,000.00 with Ince in connection with Ince's representation of the Assignee in the Gibraltar Asset Sale (the "Retainer"). The Assignee will give notice pursuant to Fla. Stat. § 727.111(4) of the payment of fees and expenses to professionals, including Ince, and authorize Ince's application of the retainer to invoices for services only upon this Court's approval of the related invoices and professional fees.

13. To the best of the Assignee's knowledge, Ince is "disinterested" and has no connection with any other party in interest in this case and does not hold or represent any interest adverse to the Assignor or any matters in which Ince is to be engaged. As of this date, the Assignee is gathering data necessary for Ince to conduct a comprehensive conflict search. Ince will file appropriate disclosures upon the completion of its comprehensive conflict search. Based on the conflict searches conducted to date, Ince has no conflicts of interest that would impair it from ethically undertaking this engagement as Gibraltar counsel to the Assignee.

14. The engagement letter between Ince and the Assignee is attached hereto as Exhibit "A." The Assignee seeks authorization to execute the engagement letter. The Assignee further seeks authorization of the \$37,000.00 Retainer payment to Ince, *nun pro tunc* to June 10, 2022.

**WHEREFORE**, the Assignee respectfully requests the Court enter an order granting the Motion, approving the employment of Ince as Gibraltar counsel for the Assignee, authorizing the Assignee to execute the Engagement Letter, authorizing the Assignee's payment of the \$37,000.00 retainer to Ince, *nunc pro tunc* to June 10, 2022, and for any further relief the Court deems just and proper.

Dated: July 11, 2022

NARDELLA & NARDELLA, PLLC  
*Co-Counsel for Assignee*  
135 W. Central Blvd., Ste. 300  
Orlando, FL 32801  
(407) 966-2680

By: /s/ Michael A. Nardella

Michael A. Nardella, Esq.  
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-and-

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By: /s/ Paul Steven Singerman

Paul Steven Singerman  
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Samuel J. Capuano  
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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via the Florida Court's e-Filing Portal on July 11, 2022; on counsel for the Assignors, Adam Losey, Esq., Losey PLLC, 1420 Edgewater Drive, Orlando, FL 32804, via email to [alosey@losey.law](mailto:alosey@losey.law); and via email to [cbl44@jud11.flcourts.org](mailto:cbl44@jud11.flcourts.org) pursuant to CBL Rule 2.2.

By: /s/ Paul N. Mascia  
Paul N. Mascia

# Exhibit A



Mr Mark C Healy (**Client**)

Assignee for the Benefit of Creditors of the Assignor, Crystal Cruises, LLC

1883 Marina Mile Blvd

Fort Lauderdale

Florida 33315

USA

By email: [mhealy@](mailto:mhealy@) [REDACTED]

10 June 2022

Dear Mark

We are pleased that you have instructed us to act on your behalf and are writing to confirm the basis upon which we have agreed to act.

This Engagement Letter, together with the enclosed Schedules (i.e. **Agreement**), constitutes the entire agreement and understanding between us, unless we agree otherwise in writing.

### **About Ince**

Ince (Gibraltar) Limited (**Ince**), together with Ince Consultancy (Gibraltar) Limited (**Ince Consultancy**) (**we, us** or **our**), are specialist commercial legal & fiduciary services providers based in Gibraltar. We have particular expertise in the financial and electronic commerce sectors and bring an international perspective to the services we provide. We strive to provide our clients with an in-house level of expertise and know-how in each business sector coupled with a cross-border multi-disciplinary approach to legal, commercial, regulatory & compliance and tax issues. Our professionals are experienced in project managing cross-border European projects.

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[incegd.com](http://incegd.com)

Ince (Gibraltar) Limited, company registration number 107531 and Ince Consultancy (Gibraltar) Limited, company registration number 107474, are subsidiaries of the Ince Group plc. Ince Consultancy (Gibraltar) Limited is regulated as a Company Manager and Collective Investment Scheme Administrator by the [Gibraltar Financial Services Commission](#).



## **Scope of Instructions (the Services)**

Set out below is a summary of our services and applicable fees for the provision of any assistance provided by us to the Client and in respect of a company, any of its parent, subsidiary, or affiliated companies (**Affiliates**), under our Terms of Engagement (Schedule 1).

It is envisaged that our engagement could include supporting and advising on a range of issues including: corporate transactions; compliance support on various regulatory matters, IP&IT; regulatory; tax and legal support and assistance particularly dealing with regulatory matters in multiple jurisdictions; intellectual property and software issues; tax efficient structuring; contract review and negotiation; assisting with employment and recruitment matters; assisting you in dealing with insurance brokers and/or other underwriters, real estate agents and/or other corporate service providers; assisting with any potential investment, acquisition or disposal projects related to the Client or its Affiliates; lobbying and general assistance on multi-jurisdictional commercial and corporate matters.

All legal services shall be provided by Ince as further specified in Schedule 3.

## **Further instructions**

It is agreed that you may provide us with further instructions from time to time and that any services carried out by us in respect of those instructions shall be subject to this Agreement.

Any fee quotes that are not specified in the Schedules will be provided at our hourly rates as set out in Schedule 2 (though we can provide estimates for any discrete elements as you require and before you commit). Any additional services or advice requested shall continue to be governed by this Agreement.

## VAT

Please note that Gibraltar is not part of the EU Value Added Tax area, and therefore we will not charge VAT on our services. You may be required, under the laws of the country, in which you receive our services and Directive 2006/112/EEC, to account for VAT to the appropriate tax authority under the reverse charge mechanism.

Anne Rose will be your initial Client Relationship Manager and will supervise our relationship.

We also enclose details regarding the information that we require in order to comply with anti-money laundering regulations in our [Ince Client Due Diligence Sheet](#); please review this and provide us with the requested information and documents at your earliest convenience.

Please note that our engagement with you will, at all times, be subject to our initial and ongoing due diligence requirements in order to comply with our anti money laundering obligations.

If this proposal is acceptable, please sign and return a copy of this letter. Please note that if you return your signed copy of this letter electronically, we will require a scanned pdf of **all** the pages in this engagement letter.

We look forward to working with you.

Yours sincerely

Anne Rose  
Ince

I, the undersigned, agree to these terms.

Signature:  .....

Name: Mark Healy

Date:

## **DISCLAIMER**

**Ince is insured to provide legal advice on English and Gibraltar law. Any opinion, statement or information relating to any laws other than those aforementioned whether expressed herein or in our regulatory guidance or advice is not intended as legal advice on the law of another country and should not be relied upon as such, and no liability will be accepted in this respect.**

## Schedule 1: Terms of Engagement

### 1. Relevant Services

We may be instructed to provide the following services as further specified in the Schedules:

- corporate advice and support including advising you on multinational aspects to consider in any corporate strategy or deployment, merger and acquisition work, working with and introducing you to third party providers of technology, property, intellectual property, insurance, tax, accountancy and e-commerce services as necessary;
- regulatory support including providing advice on relevant compliance matters (which includes for example, anti-money laundering rules, data protection, authorisation and regulatory supervision), finding, managing and instructing counsel in relevant territories and arranging and attending meetings with industry associations and regulators;
- contract review and support including maintaining and developing your existing suite of template agreements, drafting and reviewing commercial contracts relating to prospective counterparties and assisting with negotiations with commercial counterparties;
- providing legal opinions on matters that we are qualified to opine upon;
- Group management and operations structural advice which includes supporting the Affiliates in the

establishment and management of subsidiaries or operations in other territories including instructing local counsel or corporate administration companies and providing or obtaining tax advice;

- fund administration and fiduciary services covering advice and administrative services including: incorporation, registered office and company secretarial, trustee and foundation council services, accounting; and
- other commercial, regulatory, legal or contractual support as requested.

To the extent that Ince instructs third parties as your agent then you shall remain responsible for all fees, costs and disbursements associated with such third party services.

### 2. Insurance

Ince maintains professional indemnity insurance with Axis Speciality London, 4<sup>th</sup> Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ, United Kingdom. The territorial coverage of the policy is worldwide and extends to acts and omissions committed in and under the laws of Gibraltar. Certain details of our indemnity insurance are available on request.

In the event of a claim our insurer and their agents may request information about you, and any matters we have worked on for

you, in relation to that claim. Unless you notify us in writing by entering into this agreement you consent to us providing such information to them in the event of a claim being made.

### 3. **Client Relationship and Service Levels**

The client relationship manager (**CRM**) will be confirmed in the engagement letter. We will update you by telephone, in writing or by email with progress on your matter regularly during the course of the matter or as agreed in the engagement letter. We will communicate with you in plain language. We will explain to you by telephone, in writing or by email the work being undertaken as your matter progresses.

We will update you on the cost of your matter regularly during its course or as otherwise agreed in the engagement letter.

When required, we may need to update you on whether the likely outcomes still justify the likely costs and risks associated with your matter whenever there is a material change in circumstances.

We will update you on the likely timescales for each stage of any matter and any important changes in those estimates.

### 4. **Complaints**

We endeavour to provide a high quality service to all our clients, however, if you are unhappy with the service you have received or wish to challenge a bill we have sent you, you may complain to us by

sending your complaint to your CRM (as detailed in the engagement letter) either orally, in writing or by email.

Ince has a complaints procedure which it follows in the event of receiving complaints. This is available to you upon request.

### 5. **Provision of Services & Fees**

We may ask you for money on account (in respect of anticipated fees and disbursements) before we proceed or continue working on any matter.

The hourly rates for the fee-earners that work on your matters are as set out in Schedule 2. These fees exclude any out-of-pocket expenses, disbursements and third party costs, which will be re-billed without any uplift. If an invoice or any part thereof remains unpaid more than 21 days from the date of issue, we are entitled to:

- charge you interest on the unpaid amount, which will begin to accrue from the end of that period, and will accrue daily at the rate of 8% per annum;
- charge you for our costs of recovering the unpaid amount;
- instruct affiliated firms, businesses or third parties to take appropriate steps to recover any unpaid amounts (including sharing information with them where required for this purpose); suspend the provision of all or any of our services (and instruct any third parties engaged by us to suspend the provision of their services); and

- terminate this Agreement.

The work shall be provided by any of the experienced fee-earners of Ince at the rate specified in Schedule 2. Details of our fee-earners can be found at [www.incegd.com](http://www.incegd.com). The hourly rates specified in Schedule 2 or the fee structure applicable to our retainer services shall be subject to annual review each calendar year. We shall notify you in writing of any proposed changes, where applicable, at least 4 weeks prior to the forthcoming calendar year. Your continued use of the Services shall be deemed acceptance of such revised commercial terms and fees.

Please note that we cannot accept payment of our fees from a person or entity who is not our client (including any associated company) without our prior agreement, evidence of proper authorisation for the payment, and full clearance for the purposes of the Proceeds of Crimes Act 2015.

We may, on your instruction only, ask other companies, including affiliated companies of Ince, or people to do work on our files to ensure this is done promptly. We will always secure a confidentiality agreement with such outsourced providers.

## **6. Special Terms Applicable to Retainer Services**

We offer a retainer based prepaid legal service that enables clients to benefit from significantly discounted rates as specified

in our relevant engagement letter. Under the retainer service, all hours paid for are aggregated and calculated over a rolling three month period (pro-rated as necessary where you change your retainer package to a different retainer package) so that you can make use of all unused time over a longer reference period. The retainer engagement can be terminated on three month's notice or you can switch to a different retainer model at any time on one month's notice. However, during the initial three month term (**Initial Term**) notice to cancel or vary the retainer after the Initial Term can be given at any time.

All hours incurred at your instruction over and above the retainer package hours committed shall be charged at our normal hourly rates as contained in Schedule 2 other than in respect of 'Enterprise' package clients where the Enterprise hourly rate shall continue to apply.

## **7. Money Held on Account and Interest**

Ince may hold money on account for you in its client account. Ince is obliged to account to you for any interest incurred on such funds provided that they exceed the nominal amount of £20. In the event of such interest accruing Ince will notify you and agree how and when such interest will be paid to you and/or offset against any fees owed to Ince.

## **8. Network of Independent Practitioners**

Ince has established an independent network for referrals with a wide range of specialist commercial, legal and tax

advisors in multiple jurisdictions and who we are willing to introduce you to or instruct as your agent. We will at all times act in your best interest before we decide to make or recommend an introduction.

To the extent that we instruct third parties as your agent, you remain responsible for any monies owed to the same and you agree that any claim you may have for the services provided shall be made directly against the relevant third party.

## 9. Confidentiality & Conflicts

We will not pass your confidential information onto any third party and we will observe identical confidentiality in relation to any confidential information we receive from another client that is commercially sensitive.

We will not disclose to you any information we learn in connection with sharing information with others for the purpose of establishing whether we would have a conflict of interest in working with another client or potential client.

If a conflict or potential conflict issue arises in relation to acting for you we will try to discuss the issue with you as soon as possible and will act swiftly and appropriately in relation to any concerns you have.

We will not, unless required by law or you instruct or permit us to do so, disclose to any third party your confidential information

relating to any matter or transaction where we are acting or have acted for you.

## 10. Security and Data Protection

Ince takes the security of its clients' information very seriously and has implemented a range of measures to ensure that your information is processed and stored safely.

We will process your personal data in accordance with our group [Data Protection Notice](#), which can be accessed by visiting our website ([www.incegd.com](http://www.incegd.com)).

We store all electronic documents and electronic email information on secure cloud storage (with suitable back-up facilities) that require a minimum of two-stage verification for access purposes and, in relation to which, access for any user on any device can be withdrawn if required. You may object to us in writing about the storage of your data in such a manner, but we will not be able to continue to provide services to you if you do so.

We use the information you provide primarily for the provision of legal and other professional services to you and for related purposes including:

- updating and enhancing client records;
- carrying out anti-money laundering and cybercrime checks;
- analysis to help us manage our practice;
- statutory returns;

- complying with any of our legal and regulatory obligations.

After completing the work, we will be entitled to keep all your papers and documents while there is still money owed to us for fees and expenses.

We will keep our file of your papers for up to 6 years after this agreement has been terminated, except those papers that you ask to be returned to you. We keep files on the understanding that we can destroy them 6 years after the date of the final bill. We will not destroy documents you ask us to deposit in safe custody.

If we take papers or documents out of storage in relation to continuing or new instructions to act for you, we will not normally charge for such retrieval.

However we may charge you for:

- the time spent producing stored papers that are requested;
- the costs (if any) of retrieving stored papers;
- copying and forwarding the documents that are requested; and
- the time spent reading, correspondence or other work necessary to comply with your instructions in relation to the retrieved papers.

External firms or organisations may conduct audit or quality checks on our practice from time to time. They may wish to audit/quality check your file and related

papers for this purpose. It is a specific requirement imposed by us that these external firms or organisations fully maintain confidentiality in relation to any files and papers that are audited/quality checked by them. Your files may also be reviewed in a due diligence exercise relating to the sale or transfer of all or part of our business, the acquisition of another business by us or the acquisition of new business. If you do not wish your file to be used in this way, please let us know in writing as soon as possible.

#### **11. Mandatory Disclosure Regime (MDR)**

Gibraltar's MDR requires intermediaries (including law firms and company managers) to report certain cross border arrangements that contain the hallmark of CRS avoidance arrangements and opaque offshore structures within the scope of the OECD's rules. If any material work is required to be undertaken in connection with MDR reporting requirements, we will notify you in advance of any need to charge you separately.

#### **12. Limitation of Liability**

The services that we provide are provided solely for your benefit and (except with our express written agreement) no other person shall be entitled to rely on our advice or services for any purpose. It is your responsibility to identify to us any limits on the authority of those who are authorised to give instructions to us.



You agree that any claim arising out of or connected to your instructions to us and our acting for you will be brought only against Ince and not against any of our fee-earners, directors, employees, consultants or agents (**Ince Persons**) even if they have been negligent. The fact that an individual person signs in his or her own name any document in the course of carrying out work for you does not mean that he or she is assuming any personal legal liability for that document. Each Ince Person is entitled to enforce this paragraph.

You agree to indemnify and keep indemnified Ince against all losses, costs and expenses it may incur in connection with any court order or proceedings made or sought against it or any Ince Persons personally, where we have been acting in accordance with your instructions.

Unless otherwise expressly agreed with you, any third party we instruct on your behalf will not be acting as our agent but will be acting for you. In any event, we assume no responsibility or liability for the advice or services provided to you by any third party. If you would like verification of translations, we would be happy to arrange this. If you ask us to liaise with any third parties on your behalf, we may communicate to them all material (whether or not privileged and/or confidential to you) which we believe may be relevant to assist them in advising and assisting you given the scope of your instruction.

Our total liability in aggregate whether in contract, tort (including negligence) or otherwise, for all loss, costs, expenses or damage whatsoever arising from or in connection with our engagement is limited to the extent of our insurance cover specified in clause 2 or otherwise notified to you. This limit applies to all causes of action against us in respect of, or arising from, or in any way connected with, the work we undertake for you or under your instruction and applies where we are acting singly or jointly with other professionals or third parties. Nothing in these terms of engagement shall exclude any liability for death or personal injury or any other liability which cannot lawfully be excluded or limited (including liability arising as a result of fraud on our part).

#### 13. **Privilege**

To the extent that advice is provided to you by Ince (or an associated qualified law firm or other legal practitioner acting as such) that advice will be subject to the normal rules on legal privilege. However, please note that the law with respect to privilege is complex and so communications between you and Ince may not necessarily attract legal privilege in certain jurisdictions for certain matters.

#### 14. **Anti-Money Laundering Laws ("AML Regulations")**

We are required by applicable AML Regulations to undertake client due diligence on all new clients before the business relationship commences or an occasional transaction is undertaken and

to monitor the relationship on an on-going basis. This involves identifying the client and any ultimate ownership and control structure where appropriate, and verifying this information on the basis of documents, data or information obtained from reliable and independent sources. Such sources may include electronic identification services which use credit reference information to verify an individual's identity, but this is not a credit check and the individual's credit rating will not be affected. Monitoring also involves us considering whether any client activity could give rise to suspicions of money laundering or terrorist funding.

All information and documentation obtained will be filed and recorded in accordance with the AML Regulations. In certain circumstances, we may be required by law to disclose suspicions of money laundering to the relevant authorities, e.g. the Gibraltar Financial Intelligence Unit. We are not permitted to inform you that we have made or are contemplating making such disclosures and, pending consent to proceed from the authorities, we may be unable to take any further action on your behalf or may be required to cease acting for you. We do not accept any liability for any loss flowing directly or indirectly from our compliance with our duties (or our duties as we understand them) in respect of the matters outlined in this clause.

## **15. Governing Law**

These terms of engagement are intended to be legally binding and any disputes or

claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of Gibraltar and the parties irrevocably agree that the courts of Gibraltar have exclusive jurisdiction to settle any dispute or claim that arises out of, in connection with or related to our engagement and these terms.

## **16. Change in our address**

If we or any of our associated firms move to a new address, we reserve the right (at our sole discretion) to change the registered office of all companies for which we provide company secretarial or registered office address services to such new address.

## **17. Termination**

### **Ince**

Subject to clause 6, your engagement with Ince shall be terminable by either party upon reasonable written notice except following breach of the payment provisions outlined at clause 5, in which case this engagement shall be terminable by Ince immediately upon written notice however all fees, charges and disbursements owed or accrued during the period prior to termination shall remain payable in full.

You may end your instructions to Ince in writing at any time.

### **Ince Consultancy**

Where applicable, termination of our appointment as company secretary or collective investment scheme administrator

# Ince

will be subject to 60 days' advance notice from you.

If you exercise the right to terminate this agreement you must pay all outstanding

charges incurred up to the point of termination.

**Schedule 2: Hourly Rates**

<u>Position</u>	<u>Hourly Rate</u>
<b><i>Client Relationship Managers</i></b>	
Partner/Senior Consultants	£450
Practice Director	
Head of Employment	£300
Head of Shipping	
<b><i>Associates and Assistants</i></b>	
Senior Associate	
Finance Director	£265
Head of Fiduciary	
Mid-level Associate	£225
Associate	
Senior Project Manager	£165
Company Secretary	
Trainee Associate	
Compliance/Executive Assistant	£125
Receptionist/Secretarial support	£100

## **Schedule 3: Legal Services**

You have instructed us to assist with the recovery of items, including potentially cash, which are the property of Crystal Cruises LLC and on board the Cruise Ship, CRYSTAL ENDEAVOUR (the **Ship**), currently arrested in the Port of Gibraltar.

In the first place we will advise as to whether you need to take any particular steps to have the assignment of the claims or the Florida proceedings recognised in Gibraltar or whether a court order of the Florida court is sufficient for you to make a claim to items belonging to Crystal Cruises LLC.

We will then consider the claim to be made on your behalf as regards these items. It is likely that recovery of the items, whether limited to recognition of ownership or otherwise, will require that you intervene in the claim brought by the mortgagee bank against the owner of the Ship.

Thereafter, if such a claim can be made, we are instructed to take steps to secure the confirmation of all concerned that the items belong to Crystal Cruises LLC and may be recovered by you as the Assignee for the benefit of creditors of Crystal Cruises LLC.

We shall provide general legal services on your instruction at the hourly rates specified in Schedule 2

### **Initial Payment**

In order to work on this project we will require an advance payment of £30,000 on account of our fees and disbursements before we start work: we shall send you an invoice for this as soon as you have been on-boarded by our Compliance department. Please note that this payment on account will be placed in our client account in your name and cannot be used by us until we deliver a bill to you or incur disbursements on your behalf.

## **Preservation of document and disclosure**

During any legal action, you may be required to inform and make available to the court and other parties to the proceedings, documents which are relevant to the matter. Your duty to preserve these documents continues until judgment or settlement of the matter. The parties to proceedings are required to verify that they understand and have complied with their duty of disclosure. Further information will be provided after our engagement.

## **Orders regarding costs**

In any legal action, the Court retains its discretion in making costs orders.

In the event that all or any part of your claim/defence is successful, the Court may order that the opposing party settle all or part of your costs, allowing you to recover these from the other side. This has no bearing on our contractual relationship with you: you are responsible for our fees unless a particular funding arrangement has been agreed, regardless of any such orders. Recovery of fees from any other party to proceedings is separate to payment of our fees.

In the event that all or any part of your claim is unsuccessful, the Court may order you to settle all or part of the costs of the opposing party. As above, this has no bearing on your responsibility for our fees.