

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.

**ASSIGNEE'S REPLY IN SUPPORT OF THE ASSIGNEE'S
OBJECTION TO CLAIM OF APEX SHIPPING AGENCY LIMITED'S CLAIM**

Mark C. Healy (the "Assignee"), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC, Crystal Holdings U.S. LLC, and Crystal AirCruises LLC (collectively, the "Assignors"), files this reply in support of his objection to the proof of claim submitted by Apex Shipping Agency Limited (the "Claimant"), and in support thereof, states as follows:

BACKGROUND

1. On February 10, 2022, 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 (the "Petition Date"), 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 Chapter 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01, *In re Crystal Holdings U.S. LLC*, Case No. 2022-002757-CA-01, and *In re Crystal Aircruises LLC*, Case No. 2022-002758-CA-01 (collectively, the “Assignment Cases”). On March 3, 2022, the Court entered orders in each of the Assignment Cases consolidating and jointly administering the Assignment Cases for procedural purposes.

2. The deadline to submit proofs of claim to the Assignee was June 11, 2022. *See Fla. Stat. § 727.112(1)-(3):*

(1) All claims other than claims of creditors with liens on assets of the estate, whether contingent, liquidated, unliquidated, or disputed, which arose prior to the filing date, must be filed in accordance with the provisions of this chapter, and any such claim not so filed is barred from any further recovery against the estate.

(2) Claims shall be filed by delivering the claim to the assignee within 120 days from the filing date unless for cause shown.

(3) Claims shall be in written form entitled “proof of claim,” setting forth the name and address of the creditor and the nature and amount of the claim, and executed by the creditor or the creditor’s authorized agent.

3. Section 727.108(10) of the Florida Statutes provides that the Assignee shall “[e]xamine the validity and priority of all claims against the estate.” Furthermore, section 727.113(1) of the Florida Statutes provides that the Assignee “may file with the court an objection to a claim...”

4. Section 727.109(4) of the Florida Statutes provides that the Court shall have the power to “allow or disallow claims against the estate and determine their priority ...”

5. In its January 31, 2023, Motion for Entry of an Order Approving Procedures for Objections to Consumer and Employee Claims, which led to this Court entering its Claims

Procedure Order [ECF 257], Assignee noted to this Court that filing thousands of individual objections to claims which are nearly identical in their nature and kind, would prove to be an unnecessary tax on this Court's time and resources.

6. To avoid the unnecessary expenditure of judicial time and resources – as well as to preserve the estate's assets – this Court permitted the Assignee to file omnibus objections to claims which are of similar nature and kind – such as wage and employee claims as well as vendor claims of a similar nature.

7. While the vendor claims were not specifically addressed by the Claims Procedure Order, they are in accord with the type of claim addressed by the Claims Procedure Order.

8. Rather than providing notice of objection to each of the claimants made part of Assignee's omnibus vendor objection via email, as is contemplated in the Claims Procedure Order, the Assignee served notice of its omnibus vendor objection to each of the claimants therein via mail to the address set forth in their respective claim, in conformity with § 727.113(1), *Florida Statutes*.

ARGUMENT

9. The Claimant submitted to the Assignee its Proof of Claim Number 2190 (the "Claim") dated January 19, 2023, in the amount of \$19,012.80¹.

10. The Assignee examined the Claim and any supporting documentation and on October 6, 2023, the Assignee filed the *Assignee's Amended First Omnibus Objection to Disputed Vendor Claims* [ECF 473] (the "Objection")². The grounds set forth in the Objection to the Claim are as follows:

THE CLAIM WAS FILED WITH THE ASSIGNEE AFTER THE BAR DATE

¹ A copy of the Claim is attached hereto as Exhibit "A."

² A copy of the Objection is attached hereto as Exhibit "B."

11. The proposed treatment of the Claim set forth in the Objection, Exhibit A, is as follows:

DISALLOW AND EXPUNGE IN ITS ENTIRETY

12. On November 27, 2023 a hearing on the Objection was held before this Court at which Claimant was in attendance. For the sake of expediency, it was agreed by Assignee's undersigned counsel to not include Claimant in this Court's Order Sustaining the Objection entered on December 3, 2023 [ECF 514].

13. In communication between Claimant and the undersigned counsel since the November 27, 2023 hearing, Claimant contends that it did not receive notice of the assignment or a proof of claim form until December 2022.

14. However, the Notice of Assignment and Proof of Claim form, with the claims bar date listed thereon, were served on the Claimant at Unit B. 2.5 Miles, Philip Goldson Highway, Belize City, Belize, which is the same address listed by Claimant on its late-filed Claim³.

15. Fla. Stat. § 727.112(1)-(2) provide that "All claims ... which arose prior to the filing date, must be filed in accordance with the provisions of this chapter, and any such claim not so filed is barred from any further recovery against the estate" and "Claims shall be filed by delivering the claim to the assignee within 120 days from the filing date unless for cause shown."

16. The filing date in the Assignment Cases was February 11, 2022. Accordingly, the deadline to submit the claim to the Assignee was June 11, 2022.

17. Claimants concede that they did not timely file the Claim and have not shown cause as to why a late filed claim should be allowed.

WHEREFORE, the Assignee respectfully requests that the Court enter an order sustaining.

³ See excerpt of *Notice of Filing Affidavits of Service* [ECF 59], attached hereto as Exhibit C

the Objection and granting any other relief the Court deems just and proper.

Dated: May 8, 2024

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

By: */s/ Matthew R. Silbernagel* _____
Paul N. Mascia, Esq.
Florida Bar No. 489670
Matthew R. Silbernagel, Esq.
Florida Bar No. 113902
mnardella@nardellalaw.com
msilbernagel@nardellalaw.com
kcooper@nardellalaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the *Zoom/Virtual Notice of Hearing* was served on May 8, 2024 (1) via the Florida Court's e-Filing Portal, which served the Notice upon all parties and interested persons of record in this action; (2) via email to Apex Shipping Agency Limited, valdemar@apexagencyservices.com, (3) via USPS first class mail to Apex Shipping Agency Limited, 3724 NW 72nd St, Miami, FL 33147, and (4) via email to cbl44@jud11.flcourts.org pursuant to CBL Rule 2.2.

By: /s/ Matthew R. Silbernagel
Matthew R. Silbernagel

EXHIBIT A
(Proof of Claim Number 2190)

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

In Re:

CRYSTAL CRUISES, LLC
a California Limited Liability company.

Assignor,

Case No.: 2022-002742 CA 01

To:

MARK C. HEALY,

Assignee,

2190

RECEIVED

JAN 10 2023

PROOF OF CLAIM

TO RECEIVE ANY DIVIDEND IN THIS PROCEEDING, YOU MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE NO LATER THAN:

JUNE 11, 2022

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

Mark C. Healy, Assignee
MICHAEL MOECKER & ASSOCIATES, INC.
1885 Marina Mile Blvd., Suite 106
Fort Lauderdale, FL 33315
(954) 252-1560 · (954) 252-2791 Fax No.
Info@Moecker.com

1. CREDITOR NAME (Your name):
ADDRESS:

APEX Shipping Agency Limited

Unit B, 2.5 Miles Philip Goldson Highway

Belize City, Belize

+(501) 610-5856

info@apexagencyservices.com

Please be sure to notify us if you have a change of address.

2. BASIS FOR CLAIM:

Goods Sold

Services Performed

Money Loaned

Wages, Salaries and Compensations

Taxes

Shareholder

Other: _____

Secured Creditor

3. DATE DEBT WAS INCURRED:

23 November 2021

4. AMOUNT OF CLAIM:

US\$19,012.80

5. SUPPORTING DOCUMENTS: **Attach copies of supporting documents.** such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

6. SIGNATURE: Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

DATED: 19 January 2023

BY:

Signature of Claimant or Representative

Valdemar F. Heredia, Director/CFO

Print Name and Title Here



Apex Shipping Agency Limited

Unit B, 2.5 Miles Philip Goldson Highway
Belize City, Belize,

Tel: + (501) 615-0821
E-mail: info@apexagency.com

Invoice

Date	Invoice #
23/11/2021	ASA002

Bill To
Crystal Cruises, LLC 1501 Biscayne Blvd., Suite 501 Miami, FL 33132 U.S.A.

Rep	Ship Date	Vessel	Terms
VH	23/11/2021	Serenity	Due on receipt

Description	Quantity	Rate	Amount
Port Agent Fee	1	900.00	900.00
Transportation: Judy Carmichael (Immigration Exit Stamp)	1	14.00	14.00
Transportation: 5 Officers	5	17.00	85.00
Tender Supervision	2	75.00	150.00
Port Agent Reimbursable Disbursements (Rate: BZ\$2.00 - US\$1.00)			
Overtime - 5 Officers	1	189.75	189.75
ISPS and Navigational Dues	1	865.90	865.90
Pilotage Fees	1	3,780.65	3,780.65
Tender Services	1	13,000.00	13,000.00
Wire Transfer Fee	1	27.50	27.50



Thank you for your business.

Total	USD 19,012.80
Payments/Credits	USD 0.00
Balance Due	USD 19,012.80



Valdemar Heredia <valdemar@apexagency.com>

Re: Disembarking Guest / Embarking List

CY - Front Office Manager <FOMgr.cy@crystalcruises.com> Tue, Nov 23, 2021 at 4:09 PM
To: Mirna Lara <mirna@apexagency.com>
Cc: CY - Clearance Officer <clearance.cy@crystalcruises.com>, Valdemar Heredia <valdemar@apexagency.com>

Good afternoon Mirna,

Kindly submit all expenses via ship's DA.

Thank you and kind regards,

Ervin Salibasic
Front Office Manager
M/S Crystal Serenity

Extension 3712 | External +870 773 165 505

From: Mirna Lara <mirna@apexagency.com>
Sent: Tuesday, November 23, 2021 12:33 PM
To: CY - Front Office Manager <FOMgr.cy@crystalcruises.com>
Cc: CY - Clearance Officer <clearance.cy@crystalcruises.com>; Valdemar Heredia <valdemar@apexagency.com>
Subject: Re: Disembarking Guest / Embarking List

WARNING: This email originated outside Crystal Cruises from: mirna@apexagency.com : DO NOT click links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Kindly advise if we should submit invoice via ship's DA for transport. Transfer embarking guest to immigration office to stamp passport exit total US\$14.00. You can also settle with onboard agent and we can email receipt

GUEST: JUDY CARMICHAEL

Kind Regards,
Mirna Lara
Operations Manager

APEX Shipping Agency Limited
Unit B, 2.5 Miles Philip Goldson Highway
P.O. Box 1555
Belize City, Belize
Cell: (501) 615-0821
Email: mirna@apexagencyservices.com

On Tue, Nov 23, 2021, 9:56 AM CY - Front Office Manager <FOMgr.cy@crystalcruises.com> wrote:

Hi Mirna,

Unfortunately we do not have the flight details.

Thank you and kind regards,

Ervin Salibasic
Front Office Manager
M/S Crystal Serenity

Extension 3712 | External +870 773 165 505

From: Mirna Lara <mirna@apexagencyservices.com>
Sent: Tuesday, November 23, 2021 9:23 AM
To: CY - Clearance Officer <clearance.cy@crystalcruises.com>
Cc: CY - Front Office Manager <FOMgr.cy@crystalcruises.com>
Subject: Re: Disembarking Guest / Embarking List

WARNING: This email originated outside Crystal Cruises from: mirna@apexagencyservices.com :
DO NOT click links or attachments unless you recognize the sender and know the content is safe.

Dear Solomon,

Do you by chance have Judy (joiner) flight details? So we can know more or less what time to expect her at terminal.
Thank you.

Kind Regards,
Mirna Lara
Operations Manager



CUSTOMS & EXCISE DEPARTMENT
INVOICE

Date: 23rd November 2021

Company / Mr. /Mrs: APEX SHIPPING AGENCY LIMITED

Heads No. 01 17

Subheads No.

01


To: Customs and Excise Department

The government of Belize is pleased to receive the sum of:

FIFTEEN DOLLARS AND NIL CENTS

Payment Description: BOARDING SERVICES FOR M.S. "CRYSTAL SERENITY"

(THE PERSON MAKING THIS PAYMENT IS TO BE GIVEN A RECEIPT FROM A BOOK OF NUMBERED RECEIPTS)


APEX Shipping Agency Limited
Shipper's Signature
Belize City, Belize


for Controller of Customs
BELIZE CITY

BILL BREAKDOWN

Officer's Name or Container Number (where applicable)	Service	Hours Worked		Total Hrs	Rate	Amount \$
		From	To			
W. CRUZ	Ship Duties	5AM	8AM	3.00	\$1.50	\$ 4.50
		5PM	7PM	2.00	\$1.50	\$ 3.00
A. GARCIA	Ship Duties	5AM	8AM	3.00	\$1.50	\$ 4.50
		5PM	7PM	2.00	\$1.50	\$ 3.00
TOTALS						\$15.00






OVERTIME CLAIM FORM

AGENCY: Apex Shipping Agency

Name: Nancy Escalante **Immigration Clerk II** **Date:** 23/11/21

Date	Vessel Name	From	To	Hrs.	Type	Total
23/11/21	Crystal Serenity	7:00am	8:00am	1	Entry	\$ 90.00
23/11/21	Crystal Serenity	4:00pm	7:00pm	3	Exit	\$ 90.00
TOTAL				Total Overtime Claimed		\$ 180.00

Total Overtime Claim in Words: One hundred eighty

Above Hours, overtime Rate & Overtime Claim certified by Officer	Above Hours, Overtime Rate & Overtime Claim Acknowledge by Agent
<p>Signature..... </p>	<p>Signature..... </p> 



Belize Agricultural Health Authority
Quarantine and Inspection Service
BAHA ACT Chapter 211 revised edition 2011



BILL FOR SERVICES RENDERED

No. **142302**

From: Quarantine Dept, FEL

Bill to: Apex Shipping Agency Ltd.

Address: Belize City

The sum of One hundred and eighty DOLLARS
 \$ 180⁰⁰ for Quarantine services rendered on 23/11/2021 (D/M/YEAR).

Type of Service	Number of hours (if applicable)	Fee \$
Aircraft Inspection <input type="checkbox"/>		
Inspection of Imports <input type="checkbox"/>	<u>Crystal Serenity</u>	<u>\$ 90⁰⁰</u>
Phytosanitary Certificates <input type="checkbox"/>	<u>1 hr</u>	
Sea Vessel Inspections <input checked="" type="checkbox"/>		
Incineration/Destruction <input type="checkbox"/>		
Quarantine Treatment <input type="checkbox"/>		
Mileage <input type="checkbox"/>	<u>3 hrs</u>	<u>\$ 90⁰⁰</u>
Overtime Charge <input checked="" type="checkbox"/>		
Administrative Fees <input type="checkbox"/>		
Other _____	<u>Total</u>	<u>\$ 180⁰⁰</u>

Exclusive of transportation fee and other incidental expenses that had to be incurred in order to conduct the inspection.

Late payment will incur additional charges based on the total of the invoice.
Over 30 days-1%; Over 60 days-2%; Over 90 days-3%

Designated Officer [Signature]
Belize
 District



Broker/Importer/Exporter/Manager [Signature]
23 November 2021
 Date Bill Submitted (D/M/YEAR)

Kindly print names. Please submit payment to either of the relevant authorities: Quarantine Inspectors in either of the ports, Belize Vet. Clinic 227-4794, Orange Walk Vet Clinic 302-1388, or at BAHA's main office in Belmopan (822-1378 or 822-0197).



**MINISTRY OF HEALTH
PUBLIC HEALTH BUREAU**



Messrs/Mr.:

Head No.: Apex Shipping Agency Limited

TO: GOVERNMENT OF BELIZE

PLEASE TO RECEIVE Four DOLLARS AND Fifty CENTS

DESCRIPTION OF PAYMENT: OVERTIME DONE ON BOARD: 4.50

\$ 4.50

DATE: November 23rd 2021

OFFICER	VESSEL	DATE	TIME	HOURS	RATE	AMOUNT
Ms. Cheyenne Reyes	M/S Cristal Serenity	23/11/21	5am - 8am	3	1.50	4.50

Signature of Officer 

 Signature of Agent 

(This person making this payment is to be given a receipt from a number receipt book)
These bills are payable at the Public Health Bureau or Treasury Department

Belize Ports Authority

Belize City, Belize

Invoice

Date	Invoice #
11/29/2021	20034

Bill To
Apex Shipping Agency Limited Myrna Lara

Terms
net due 7 days

Quantity	Description	Rate	Amount
	Crystal Serenity		
	GRT: 68870		
	Date and Time of Arrival: 23 November, 2021/0500hrs		
	Date and Time of Departure: 23 November,2021/18:00hrs		
	Statutory Boarding Fees	75.00	75.00
	Clearance of Ships Belize City	50.00	50.00
	Navigational Aids [Belize]	875.00	875.00
	Port Dues [Belize City]	400.00	400.00
553	Port Security Fees Cruise Ships [Belize City]	0.60	331.80
		Total	\$1,731.80



TAX INVOICE

DATE	INVOICE #
24-Nov-2021	25386

EMAIL: info@portofbelize.com
 TIN: 65753
 Caesar Ridge Road, Belize, CA

BILL TO
APEX Shipping Agency Ltd. Unit B, 2.5 Miles Philip Goldson Highway P.O. Box 1555 Belize City, Belize Cell: (501) 615-0821

Pax # /LOA (m)	FLAG/Nation...	Ship Name	Pilot	Last Port	Next port	Arrival Date	*Due Date*
553 / 250	BAHAMAS	CRYSTAL SER...	H.L	COSTA MAYA	FALMOUTH	23-Nov-2021	24-Nov-2021

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
CRPILOTEB	CRUISE ENGLISH CAYE TO BELIZE CITY (PER GRT)	68.870	GRT	0.05	3,443.50
CRUISE2	CRUISE ENGLISH CAYE TO BELIZE CITY (PER DRAFT FOOT)	24.93	DFT	5.00	124.65
CRUISE1	CRUISE BELIZE CITY TO ENGLISH CAYE (PER GRT)	68,870	GRT	0.05	3,443.50
CRPILOTBED	CRUISE BELIZE CITY TO ENGLISH CAYE (PER DRAFT FOOT)	24.93	DFT	5.00	124.65
CRNPILOTOUT	CRUISE NIGHT PILOTING @ OUT General Sales Tax	1	X	425.00 12.50%	425.00 0.00



To avoid incurring finance charges to this invoice, kindly make payments on the above due date!

TOTAL	\$7,561.30
PAYMENTS	\$0.00
BALANCE	\$7,561.30

CRYSTAL CRUISES®

CRYSTAL CRUISES PORT AGENT AGREEMENT

CRUISE LINE: CRYSTAL CRUISES, LLC.
1501 BISCAYNE BLVD., SUITE 501
MIAMI, FL 33132
ATTN: PORT OPERATIONS DEPARTMENT

PORT AGENT: APEX Shipping Agency Limited

CONTACT: Mirna Lara

EMAIL: mirna@apexagencyervices.com

TELEPHONE: + 501 615-0821

AREA OF OPERATION (NAME OF COUNTRY): Belize

EFFECTIVE DATE OF AGREEMENT: October 26, 2021

***THIS PORT OPERATIONS AGREEMENT INCLUDES THIS PAGE, THE
ATTACHED TERMS AND CONDITIONS and EXHIBITS. EACH DOCUMENT
IS AN INTEGRAL PART OF THIS AGREEMENT

Form Version Effective 5/26/2017

Reviewed by legal May 26, 2017

Page 1

Port Agent's Initials: ML

CRYSTAL  CRUISES[®]
CRYSTAL CRUISES
PORT AGENT AGREEMENT

This Port Agent Agreement (“Agreement”) is made as of this 26th day October 2021, by and between the Port Agent identified in this Agreement (“Port Agent”) and Crystal Cruises, LLC. (“Crystal”). Port Agent and Crystal may each in this Agreement sometimes be referred to as a “Party” or collectively as “Parties.”

The Parties agree as follows:

Article 1: Term and Termination of Agreement.

This Agreement shall become effective on **October 26, 2021**, (Effective Date”) and shall continue unless terminated by either Party with or without cause upon thirty (30) days written notice to the other Party. Termination of the Agreement shall not prejudice the rights and liabilities of the Parties under the Agreement accrued prior to the termination.

Article 2: Identifying Information.

“Crystal” acts as operator of the Vessels. “Vessel” (s) refers to the vessels identified below in this Agreement and such other vessel(s) hereafter operated by Crystal as to which Crystal desires Port Agent to provide services, as defined below (“Services”) under this Agreement. “Nautical & Port Operations Department” refers only to authorized personnel in Crystal’s Nautical & Port Operations Department who are based at Crystal’s offices in Los Angeles, California. “Master” refers to the Master of the Vessel or an executive officer of the Vessel acting at the Master’s discretion and appointment. Current Crystal fleet is as follows:

Vessels

Crystal Symphony
Crystal Serenity
Crystal Endeavor

“Port Agent” refers to **APEX Shipping Agency Limited** with identifying contact information as set forth in this Agreement.

CRYSTAL CRUISES[®]

Article 3: Services.

Unless otherwise advised in writing by Crystal Nautical & Port Operations Department, the services provided by the Port Agent under this Agreement will include all of the following itemized services together with all such other services as may be incidental to the calling of the Vessels at the port that, in accordance with generally accepted marine practice applicable to the luxury cruise industry, which are customarily provided by Port Agents ("the Services"):

- a. Provide Crystal Nautical & Port Operations Department with a copy of all applicable tariffs for services which are likely to be rendered to the Vessels during the port call, together with changes therein as and when they become known but in any event before such changes become effective.
- b. Make berth or anchorage reservations with confirmation to Crystal Nautical & Port Operations Department and advise of changes as and when known, and reconfirm berth or anchorage assignment sixty (60) days prior to the call and one (1) day prior to the call. The one (1) day prior to call re-confirmation should also include: (i) confirmation of services ordered by Master and by Crystal Nautical & Port Operations Department; (ii) names of individuals and companies providing services and the times services are to be provided; (iii) description of expected vessel traffic during time of entry; and (iv) synopsis of weather forecast for the time of entry. All information under this paragraph to Crystal Nautical & Port Operations Department shall be provided by e-mail.
- c. Prepare all entrance and clearance documents necessary to clear the Vessel.
- d. Inform Customs, Immigration, Coast Guard, Public Health and all other governmental authorities that law or practice require be notified as to Vessel arrival and further as to such other matters that law or practice require that notice or information be given.
- e. Arrange pilots, tugs and linesmen as required by the Master or Crystal.
- f. Have berth or tender landing prepared for safe and comfortable use by passengers and crew.
- g. Arrange gangway and all other necessary means of access to the Vessel.
- h. Arrange stevedoring services, including labor and equipment for handling of baggage and stores and such other special arrangements as requested by Crystal Nautical & Port Operations Department in writing.
- i. Provide detailed report of any damage to baggage or stores to Crystal Nautical & Port Operations Department.

Port Agent's Initials: ML

Reviewed by legal May 26, 2017

CRYSTAL CRUISES[®]

- j. Arrange for fresh water loading as requested by Master or Crystal.
- k. Arrange for garbage, sludge or bilge water removal as requested by Master or Crystal.
- l. Make security arrangements as customary in the port or as specially requested by Master or Crystal Nautical & Port Operations Department.
- m. Arrange repair facilities for work to be carried out in shore establishments and/or service engineers for the Vessel as requested by the Master or Crystal Nautical & Port Operations Department.
- n. Arrange cash delivery as requested by Vessel and Crystal Nautical & Port Operations Department. Port Agent shall receive funds prior to delivery date.
- o. Arrange for medical consultation, hospitalization, ambulance services or other medical facilities for officers and crew as required by Master or by Vessel's Physician referral form. Port Agent shall provide necessary financial guarantee of funds for reasonable medical and hospitalization expenses if required by such medical facilities. Port Agent shall be reimbursed after proper invoices and other pertinent documentation is submitted to Crystal Nautical & Port Operations Department.
- p. Attend to all reasonable requirements in connection with officers and crew, including arranging hotel reservations and transportation as requested by Master or Crystal.
- q. Delivery of mail and parcels to the Vessel and forwarding of all Vessel's mail, parcels, baggage and other articles (lost and found) as directed by Master or Crystal.
- r. Attend to requirements in connection with passengers as required by the Master, Crystal Nautical & Port Operations Department or when authorized in writing by another department in Crystal. Such requirements may include but not be limited to:
 - (i) Arrange for medical consultation, hospitalization, ambulance services or other medical facilities for passengers as required by the Master. Port Agent shall provide necessary financial guarantee of funds for reasonable medical and hospitalization expenses if required by such medical facilities. Port Agent shall be reimbursed after proper invoices and other pertinent documentation is submitted to Crystal Nautical & Port Operations Department. Unless authorized by Crystal, Port Agent will ensure that passengers are made aware that they are responsible for the payment of such expenses, and will not suggest or state to passengers receiving shore side medical treatment that Crystal will assume responsibility for payment of medical bills.

C R Y S T A L C R U I S E S[®]

(ii) Arrange hotel reservations and transportation of passengers, including passengers who may have been left behind as requested by Master or Crystal.

(iii) Handle lost baggage on departure (e.g. lost by airlines, bus company, etc.) and undertake appropriate follow-up including, if requested by Master or Crystal by e-mail, forwarding to next port of call.

Article 4: Responsibilities of Port Agent in Connection with the Services.

Port Agent acknowledges and agrees that Port Agent is responsible for and will do the following:

- a. Become totally familiar with the physical characteristics of, and operating procedures on, each Vessel;
- b. Know and keep currently advised of the scheduled itineraries of each Vessel and respond to scheduled itinerary changes as and when notified of such by Crystal Nautical & Port Operations Department;
- c. Have the ability to communicate with the Vessels and Crystal via E-mail;
- d. Ensure that the prices charged by Port Agent, by any sub-agent and by any other third parties which Port Agent may engage to provide services to Crystal shall be no less favorable to Crystal than the prices charged to other similar cruise operators;
- e. Ensure that the charges made to Crystal by any sub-agent or other subcontractor are the prices actually charged by such sub-agent or subcontractor without any add-on or commission to Port Agent or others;
- f. Promptly pay and discharge all debts, damages and liabilities whatsoever incurred by Port Agent in connection with the performance of the Services;
- g. Ensure that no person retained or hired by Port Agent should impose or cause the imposition of a lien, encumbrance or other charge on or against a Vessel, and that if such should happen, the Port Agent shall immediately, at the expense of Port Agent, cause same to be discharged or released so as to permit the Vessel to proceed on time in the ordinary course.
- h. Port Agent will ensure the enforcement of the Crystal Policy – Direct Bookings – Hotels and Transportation/Ground Services, set forth on Exhibit B, which is attached to the Agreement and incorporated into the Agreement as though set forth in full.

C R Y S T A L C R U I S E S

Article 5: General agent / Sub-agents.

When Port Agent provides services in various ports to Crystal acting as general Port Agent through a network of sub-agents, general Port Agent shall remain solely responsible for the performance of its sub-agents.

Article 6: Compensation to Port Agent.

61 Port Agent Fee: The Port Agent Fee as of the Effective Date of the Agreement shall be in the amount of **USD 900 per call**. If no Port Agent Fee is established as of the Effective Date of the Agreement, then the Parties agree in good faith to establish the Port Agent Fee no later than Ninety (90) days prior to the first call of a Crystal Vessel following the Effective Date of the Agreement.

62 Port Agent expenses: It is the intent of the Parties that the Port Agent Fee is “all inclusive” and includes an amount sufficient to enable Port Agent to cover all expenses that would normally be incurred in the proper performance of the Services. Accordingly, for expenses to be reimbursed under this paragraph they must be specifically supported by an invoice or other supporting documentation. Crystal will reimburse Port Agent for necessary and reasonable incremental expenses incurred by Port Agent in the proper performance of the Services. For example, such expenses would include costs incurred for long distance telephone or fax charges or mail and parcel charges. Crystal will not reimburse Port Agent for any blanket unsupported charges such as “petties”, general communication expense or car use. Overtime will not be paid except under unusual circumstances where Crystal Nautical & Port Operations Department has approved this expense in advance and in writing. Any other expenses for which Port Agent intends to seek reimbursement from Crystal must be approved in advance in writing by Crystal Nautical & Port Operations Department.

63 Unauthorized expenses for crew assistance: Crystal will not accept liability for expenses incurred by Port Agent in providing assistance to officers, staff and crew if such expenses were not authorized in writing by Master or Crystal.

64 Invoices: To be eligible for reimbursement pursuant to paragraph 6.2 or 6.3 of this Agreement, all costs and expenses must be evidenced by original and specific invoices to be included with the agent disbursement accounts (amounts sent to Crystal by Port Agent for reimbursement – hereinafter “Disbursement Account”) submitted to Crystal. Transactions with a related or affiliated third party shall be no less favorable to Crystal than those that could be entered into with an unrelated third party. Crystal Nautical & Port Operations Department may require Port Agent to post collateral or other form of security as Crystal Nautical & Port Operations Department may reasonably deem necessary in order to provide Crystal with assurances that third party costs will be paid as and when due.

Port Agent's Initials: ML

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- Crystal requests that Port Agent submits all invoices to the Crystal Offices **no later than 15-days after the call has been completed in order** to allow Crystal to meet its objective of paying invoices within 30-days of the date of the call. Notwithstanding, Crystal is willing to allow Port Agent up to but no more than **45** days if, having used best efforts, Port Agent is unable to meet the **15** day deadline. **If a prefunding has been sent by Crystal, then Port Agent will meet the 15 day deadline.**
- In a situation of a major invoicing delay where the Port Agent did not act promptly and actively to collect the invoicing, any invoices received after **60 days** will be subject to a late invoicing fee
- In order to expedite payment, electronic port cost invoices may be submitted so long as they are followed up by sending the original and supplemental invoices, electronically using MXP database link provided.

6.5 Late Fee Notice for Failure to Invoice Promptly:

- Invoices received after 60 days and up to 120 days after the actual call will be assessed a late invoice fee of 25% of the total amount of Disbursement Account
- Invoices received more than 120 days after the actual call will be considered closed and will not be paid.
- Late invoice fees will be applied on a case-by-case basis in consideration of all circumstances and supporting evidence. The fees will be applied based on total port Disbursement Account received and/or per disbursement batch received separately for Crew invoices, Freight invoices or other expenses. Late invoice fees will be assessed as a short pay to the late invoice.

Article 7: Requirements for Third Parties and Representatives.

Port Agent is responsible for ensuring that all third parties retained by Port Agent to enable Port Agent to provide the Services as well as Port Agent's representatives:

- a. Have and maintain all such licenses, certifications and other credentials as are required by applicable law to enable them to perform the activities for which they have been retained;
- b. Conduct themselves with the highest degree of professionalism and always in a manner that is respectful and courteous to vessel officers, crew and passengers; and
- c. Conduct themselves at all times in accordance with the requirements of applicable law.

Article 8: Budgets, advances and disbursement accounts.

Port Agent's Initials: ML

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81 Budgets: When requested by Crystal Nautical & Port Operations Department, Port Agent shall timely provide a port cost estimate for each port of call using the MXP (Marine X Change) program. Port Agent shall promptly provide updates of port costs to Crystal Nautical & Port Operations Department as and when necessary to reflect changes therein, each update to include the reason for the update. All budgets for non-U.S. ports should specify the currency and assumed rate of exchange used in preparing the budget.

82 Advances: While Crystal would like Port Agent to avoid the need to request any advance disbursements, if Port Agent requires an advance reimbursement of third party costs that have been or will be incurred for a port call, Port Agent shall e-mail a request for an advance in the form of a pro forma disbursement account at least one week prior to the call to Crystal Nautical & Port Operations Department. With such requests for advances, Port Agent must, and agrees to, provide an official document setting forth the reason that it is mandatory that such advance amounts are requested. All advance amounts shall be reflected and accounted for in the Final Port Disbursement Account set forth in Paragraph **83** of this Agreement, and shall serve to reduce the final amount charged to Crystal. If an advance is required and sent, then the invoices referenced in Paragraph 6.4 will be sent by Port Agent to Crystal, for receipt in Crystal's offices no later than fifteen (15) days after the call is completed.

83 Final Port Disbursement Account: As soon as all invoices associated with the port call are available, Port Agent shall submit to Crystal Nautical & Port Operations Department a final port disbursement account prepared on Crystal's port disbursement form, along with all originals of all supporting invoices and all pertinent documentation. Port Agent is required to prepare the port disbursement account following specific instructions submitted by Crystal Nautical & Port Operations Department indicating how to prepare the port disbursement account. Submission of port disbursement account to Crystal Nautical & Port Operations Department should take place no later than fifteen (15) days after Vessel departure. Payment will be made by Crystal no later than thirty (30) days after receipt by Crystal of the port disbursement account.

84 No Cash Payment: Port Agent shall neither request cash payments from the Vessels nor receive cash payments from the Vessels at any time for Services rendered or for any other reason.

85 Language: For calls to non-U.S. ports, all invoices must contain a proper translation to English language to allow Crystal Nautical & Port Operations Department to properly identify the nature of the invoice. Crystal Nautical & Port Operations Department will return, unpaid, and at Port Agent's expense, such port disbursement accounts that fail to comply with this requirement. Returns of this nature do not mitigate any of the late fee terms of Paragraph 6.5

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Article 9: Defense and Indemnification.

Port Agent shall defend, indemnify and hold Crystal, its parents, subsidiaries, officers, employees, agents, affiliates and insurers and the Vessels, their owners, operators, insurers, officers, crew and staff, harmless, including from the payment of reasonable attorneys' fees and costs, from and against any and all claims, liabilities, costs, fines, penalties and damages arising from or out of or related to breach of this Agreement or negligent performance of this Agreement by Port Agent or the sub-agents, sub-contractors and other third parties recommended to Crystal and retained by Port Agent to perform services under this Agreement, including, but not limited to, claims, liabilities and damages arising from injury to or death of any person.

If Crystal is sued by a third party as a consequence of incidents arising out of or related to such performance under this Agreement, Port Agent agrees to cooperate with Crystal and to perform promptly in accordance with this defense and indemnity obligation.

Article 10: Insurance

Port Agent will be duly diligent to exercise best efforts, throughout the term of this Agreement, and for a period after termination of this Agreement, as reasonably required by Crystal, and as a condition precedent to the validity and enforceability by Port Agent of this Agreement, to maintain appropriate liability insurance in type, form, amounts, deductibles and terms satisfactory to Crystal, the per occurrence amount of which shall be at least One Million US Dollars (US \$1,000,000) and Two Million US Dollars (US \$2,000,000) in the aggregate, to be able to respond to and cover Port Agent's indemnity obligations under this Agreement, and shall provide to Crystal at the time of executing this Agreement a certificate evidencing such insurance and naming Crystal Cruises, LLC and its affiliates as additional insureds. The current certificate evidencing such insurance is attached to this Agreement as Exhibit A. A certificate evidencing such ongoing insurance shall be maintained and provided to Crystal in current form throughout the term of this Agreement as a material part of the enforceability by Operator of this Agreement. If after exercising such best efforts, Port agent cannot obtain the insurance coverage required, Port Agent shall submit to Crystal in writing a summary of the efforts made, the reasons why insurance as requested cannot be obtained, and the amount and type, if any of such insurance coverage which can be obtained.

Article 11: Amendments.

This Agreement may only be amended or modified by a written instrument signed by a duly authorized officer of both Parties.

Article 12: Notices

All notices or other communications provided for by this Agreement shall be in writing and shall be deemed properly given upon receipt by the Party to whom addressed

Port Agent's Initials: ML

Reviewed by legal May 26, 2017

C R Y S T A L C R U I S E S

at the following address (or to such other address designated in writing by the Addressee Party to the other):

Crystal Cruises, LLC.
1501 Biscayne Blvd., Suite 501
Miami, Florida 33132
Phone: (310) 785-9300
Attn: Port Operations

Port Agent:

Mirna Lara
APEX Shipping Agency Limited
Unit B, 2.5 Miles Philip Goldson Highway
P.O. Box 1555
Belize City, Belize
Cell: +501 615-0821
Email: mirna@apexagencyervices.com

Article 13: Confidentiality / Access to Records.

Port Agent shall treat as confidential all books, documents and information received from Crystal or learned in connection with performance under this Agreement. Port Agent shall on demand return any and all books, documents or other written information to Crystal. Port Agent shall permit representatives of Crystal and the Vessels to review and copy those financial and business records of Port Agent that relate to the performance of Port Agent under this Agreement. Information derived from such records shall only be utilized to confirm the performance of Port Agent under this Agreement and for Crystal's internal control purposes.

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Article 14: Public Relations Activities.

Port Agent shall not be involved in any form of advertising or public relations activities on behalf of Crystal without the prior written consent of Crystal.

Article 15: Legal Requirements.

Port Agent agrees to obtain and maintain in effect all permits, licenses and consents (governmental and otherwise) that are necessary or advisable for providing the Services.

Article 16: Independent Contractor.

The Parties acknowledge and agree that Port Agent is an independent contractor and not an employee, agent, partner or joint venturer of Crystal and that nothing contained in this Agreement shall be deemed or interpreted to make the Parties partners, joint venturers or affiliated corporations.

Article 17: Force Majeure Event.

In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or other event not within the control of the Party rendered unable to perform, ("Force Majeure Event"), the Party who has been rendered unable to perform shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds fifteen (15) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may by giving written notice to the other Party terminate this Agreement.

Article 18: No Conflict Of Interest. Ethical Business Practices Policy

18.1 **No Conflict of Interest** Port Agent understands that the employees of Crystal and the Vessels are required at all times to act in the best interests of Crystal and the Vessel operations, and not at any time to accept material private consideration. Port Agent agrees not in any way to offer or give consideration to an employee of Crystal or the Vessels which may influence or be an attempt to influence the business decisions and actions of such employees or performance under this Agreement.

18.2 **Ethical Business Practices** Port Agent also agrees to comply with Crystal's Ethical Business Practices Policy, a copy of which is attached to this Agreement as Exhibit C, and which is by this reference incorporated into and made a part of the Agreement.

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Article 19: Confidentiality.

Except in any proceeding to enforce any of the provisions of this Agreement, Port Agent will not, without the prior consent of Crystal, publicize or disclose to any third party, either directly or indirectly, any of the terms of this Agreement. Any breach of confidentiality, duplication, use or disclosure of this Agreement in whole or in part shall immediately render the Agreement null and void.

Article 20: Interpretation.

20.1. Headings: The subject headings of the Articles of this Agreement are included solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of the provisions of this Agreement.

20.2. Gender/Plurals: Whenever the context so requires, references to the male gender shall include references to the female, and references to the singular shall include the plural and vice versa.

20.3. Severability: If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

20.4. Modification: This Agreement shall not be modified or amended unless by a writing executed by a duly authorized officer of Crystal and a duly authorized officer of Port Agent.

20.5. Waiver: No waiver shall be deemed to have been made by any Party of any right under this Agreement unless such waiver is in writing and signed by the Party making the waiver, and then such waiver shall be effective only with respect to the specific instance involved and shall in no way impair or affect any of the rights of any such Party in any other respect or at any other time.

20.6. Assignment: This Agreement is not assignable without written consent of Crystal and Port Agent, and any attempt to assign any rights, duties, or obligations which arise under this Agreement without such consent shall be void.

20.7. Costs and Attorneys' Fees: In any legal proceeding arising out of this Agreement, the prevailing Party shall be entitled to recovery of its costs and expenses of such proceedings, including reasonable attorneys' fees.

20.8. Governing Law/Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding the choice of law rules of said state, and all disputes between Crystal and Port Agent arising out of or related to this Agreement shall be resolved by binding arbitration in the State of Florida, in the county of Miami-Dade, at the option of the Party initiating the arbitration. If Crystal is sued by a third party in a court in the State of Florida or in the courts of a state other than Florida as a consequence of incidents arising out of or related to the Program or the Services provided by Port Agent, or for any matters arising out of or related to this Agreement, Port Agent agrees, at the sole option of Crystal, to submit to the jurisdiction of such court.

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20.9. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

Article 21: Effective Acceptance.

This Agreement shall become effective upon execution by a duly authorized officer of Crystal, and by a duly authorized officer of Port Agent. Each of the persons signing below represents and warrants that s/he has appropriate authorization to sign on behalf of the entity for which s/he signs and to bind such entity to the terms and conditions of this Agreement.

Each Party has full power and authority to enter into and perform this Agreement.

Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

Date of Agreement: October 26, 2021

Crystal Cruises, LLC.

Signed: Hans Lind

Printed Name: Hans Lind

Title: Director Nautical and Port Operations

Port Agent: APEX Shipping Agency Limited

Signed: Mirna Y. Lara

Printed Name: Mirna Lara

Title: CEO & Director of Operations

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EXHIBIT A

**To Port Agent Agreement
Between Crystal Cruises, LLC.
and**

**("Port Agent")
Operator Certificate of Insurance
Per Article 10
To be Attached**

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EXHIBIT B

To Port Operations Agreement Between Crystal Cruises, LLC. and

("Port Agent")

Crystal Policy - Direct Bookings - Hotels & Transportation/Ground Services

Crystal Cruises does not condone travel agents and or/guests attempting to book hotels and/or other ground services directly with Crystal and/or vendors, but acknowledges that such activity does exist. Travel Agents often "shop our services" and meet and greet services in hopes of obtaining better pricing for their clients/guests. In instances such as these, Crystal does expect its Port Agents to bring this matter to our attention immediately and to support Crystal Cruises and not direct booking when directly contacted by a Travel Agent and/or one of our Crystal guests.

The following is Crystal's standard response for Ground Handlers and Port Agents when such Port Agents are directly approached by Travel Agents and/or/guests:

1. **Refer the Business back to Crystal Cruises.** The first response to a request to book business directly is to REFER the/guests/consortium/travel agents to Crystal. The Port Agent must reassure the party that Crystal has preferred pricing from them and that they will not receive better pricing by attempting to book ground services directly with the Port Agent.
2. **Communicate with Crystal:** After referring the person(s) to Crystal, please send an e-mail directly to Crystal to advise of this attempt at direct business with all details. A copy of the e-mail with the request is required.
3. **Saving the Business:** If the Travel agent, guests, consortium, or other ground operator refuses to deal directly with Crystal and insists on dealing directly with the Port Agent and is sure that they will lose the business if they do not deal directly, then the Port Agent may accept the business under these circumstances but must notify Crystal immediately by email. ***Please note that this only to be done as a last resort if it is absolutely necessary to save the business.***
 - **Confidentiality:** If the Crystal Port Agent has no other choice than to handle the request direct, then they must ensure all matters relating to Crystal are kept confidential and must protect Crystal's preferred pricing
 - **Pricing integrity:** If the individual or entity insisting on direct booking is requesting a transfer identical or similar to a Crystal service offered, the price to the travel agent/guests/consortium or other must be at least 10% higher than Crystal's sell price. If they are requesting a customized and/or private service similar to what Crystal does for Crystal Private Adventures the price to the travel agent/guests/consortium or other must be at least 25% higher than Crystal's sell price for a similar private adventure. This should be discussed and agreed with between Crystal and the Port Agent

Port Agent's Initials: ML

Reviewed by legal May 26, 2017

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prior to quoting a price. All attempts must be made to protect Crystal's sell price and avoid undercutting the price.

- **Port Agent** Any Crystal appointed Port Agent who is forced to take this direct business as per the above will commission. Crystal on any/all direct ground services a minimum of 20% commission for each person on all requested services.
4. **Preferential Treatment:** For any independent bookings that are made through the Crystal appointed Port Agent or through another Ground Handler, there is to be no preferential treatment for these private arrangements not booked through Crystal. Crystal guests purchasing services will receive preferential treatment. The guests on independent ground services will be the last to be dispatched, or otherwise dispatched in accordance with direct instructions from the Crystal Front Office Manager.

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EXHIBIT C

**To Port Operations Agreement
Between Crystal Cruises, LLC.
and
("Port Agent")**

**Crystal Cruises, LLC.
Ethical Business Practices Policy**

Crystal Cruises, LLC. ("Crystal") is obligated and committed to act both directly and through its agents and independent contractors, to adopt and enforce policies which reflect best ethical practices, including, but not limited to, compliance with local, national and international anti-corruption laws. Violations of such anti-corruption laws could result in significant fines, other penalties and even imprisonment. The U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act of 2010 are two significant anti-corruption laws.

By this letter Crystal wishes to advise you that Crystal complies with best ethical practices and expects that your company and its employees, and any sub-contractors which you may retain, acting as agents or representatives of Crystal, will comply at all times in all respects with such best ethical practices, including, but not limited to, the following:

1. You must commit to a business culture of honesty, integrity and preventing bribery.
2. You must not offer, give or accept a bribe of any kind to a government official or anyone else to induce them to engage in improper conduct or improperly to secure business or a business advantage.
3. You must not make any payments in cash or goods (no matter how small) to government officials or others in a position of authority, such as customs, immigration, port and canal officials, pilots and so forth, intended to "Facilitate" or "Expedite" normal government action. These include, but are not necessarily limited to, liquor, cigarettes or other goods.
4. You must ensure that any hospitality, such as meals, are normal reasonable business courtesies not intended as a bribe to influence business decisions.
5. You must associate only with other individuals and business entities that are also committed to acting in accordance with best ethical business practices.
6. You must adopt policies and procedures for your company which establish best ethical business practices, policies and procedures to prevent bribery and corruption. Review your practices, policies and procedures regularly, and train your employees and business partners on such practices, policies and procedures.

Best regards,

Jack Anderson
President & CEO
Crystal Cruises, LLC.

Port Agent's Initials: ML

Reviewed by legal May 26, 2017

Signature: 

Email: mirna@apexagency.com

Signature: *Hana Lind*

Email: hlind@crystalcruises.com











Belize - Apex Shipping Agency - Port Agent Agreement

Final Audit Report

2021-10-28

Created:	2021-10-26
By:	Matilda Ivanova (mivanova@crystalcruises.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAom1Bdn7bby3MZrQ9MW-bsfSjzumfD9ST

"Belize - Apex Shipping Agency - Port Agent Agreement" History

-  Document created by Matilda Ivanova (mivanova@crystalcruises.com)
2021-10-26 - 10:32:22 AM GMT- IP address: 93.152.253.42
-  Document emailed to Mirna Y. Lara (mirna@apexagencyservices.com) for signature
2021-10-26 - 10:33:08 AM GMT
-  Email viewed by Mirna Y. Lara (mirna@apexagencyservices.com)
2021-10-26 - 1:44:03 PM GMT- IP address: 66.102.8.63
-  Document e-signed by Mirna Y. Lara (mirna@apexagencyservices.com)
Signature Date: 2021-10-26 - 8:19:06 PM GMT - Time Source: server- IP address: 136.226.0.186
-  Document emailed to hlind@crystalcruises.com for signature
2021-10-26 - 8:19:07 PM GMT
-  Matilda Ivanova (mivanova@crystalcruises.com) replaced signer hlind@crystalcruises.com with Hans Lind (hlind@crystalcruises.com)
2021-10-28 - 2:20:27 PM GMT- IP address: 93.152.253.42
-  Document emailed to Hans Lind (hlind@crystalcruises.com) for signature
2021-10-28 - 2:20:27 PM GMT
-  Email viewed by Hans Lind (hlind@crystalcruises.com)
2021-10-28 - 2:30:59 PM GMT- IP address: 119.12.193.233
-  Document e-signed by Hans Lind (hlind@crystalcruises.com)
Signature Date: 2021-10-28 - 2:31:32 PM GMT - Time Source: server- IP address: 170.250.238.49
-  Agreement completed.
2021-10-28 - 2:31:32 PM GMT



Atlantic Bank

P. O. BOX 481, BELIZE CITY, BELIZE, C.A.
www.atlabank.com

4 October 2021

Mr. Valdemar Heredia
Chief Financial Officer
Apex Shipping Agency Limited
Unit B, 2.5 Miles Philip Goldson Highway
Belize City, Belize

Dear Mr. Heredia:

Re: Wiring Instructions for USD Account

Kindly find below the wiring instructions for Apex Shipping Agency Limited USD account:

Correspondent Bank:

SWIFT Field 56 – Intermediary Bank

BANK OF NEW YORK

One Wall Street

New York, NY, USA

ABA#021000018

SWIFT: IRVTUS3N

Beneficiary Bank:

SWIFT Field 57 – Beneficiary Bank

ATLANTIC BANK LIMITED

Corner Cleghorn Street and Freetown Road

Belize City, BELIZE

Account Number: 890 0545 925

SWIFT: LIBABZBZ

Beneficiary:

SWIFT Field 59 – Beneficiary

APEX SHIPPING AGENCY LIMITED

2.5 Miles Philip Goldson Highway

Belize City, BELIZE

Account Number: 2110009951

Include an additional US\$27.50 for incoming wire transfer charges.

Sincerely,

Manuel Castellanos

Manager, Finance & Accounting

Norma Castellon

From: info @Moecker.com
Sent: Friday, January 20, 2023 8:41 AM
To: Norma Castellon
Cc: Jack Pitcher
Subject: FW: Vendor Claim for Crystal Cruises
Attachments: POC-Vendor-Crystal - Apex Shipping, Belize.pdf; Apex Invoice ASA002 with Support.pdf; Port Agent Agreement - signed.pdf; ABL Letter - USD Account Wiring Information.pdf

From: Valdemar Heredia
Sent: Thursday, January 19, 2023 8:51 PM
To: info @Moecker.com <info@moecker.com>
Cc: Mirna Lara <mirna@apexagencyervices.com>; Valdemar Heredia <valdemar@apexagencyervices.com>
Subject: Vendor Claim for Crystal Cruises

Good Day Messrs. Michael Nardella, Esq. and Paul Mascia, Esq.,

After doing some inquiries we were finally pointed to the right direction by the new operators of Crystal Cruises. We have been trying to find out where to file a claim for services offered to Crystal Cruises LLC under its previous ownership but have not been able to get any guidance or direction from anyone since their offices closed in February 2022.

Apex Shipping Agency Limited acted as Crystal Cruises LLC new port agents in the country of Belize as of 26th October 2021. We serviced their first port call to Belize, post pandemic, on 23rd November 2021 when the Crystal Serenity was in port. At the time we were a new struggling company just opening our operations in October 2021. Crystal Cruises LLC was only our second client and the Crystal Serenity was our second vessel to service in Belize. A few months later, in February 2022, after constantly following up on payment for our outstanding invoice we were informed that Crystal's parent company filed for bankruptcy and as such Crystal did not have the liquidity to honor its commitments to its vendors. Very quickly thereafter, their offices closed permanently with no one left to communicate with. Since then we have been trying to find out with whom or where we should direct our claim to recover funds for our outstanding invoice, if only the portion that we had to disburse to third parties on behalf of the vessel so that it would be able to operate while in port. We had not been successful in this pursuit until we were recently contacted by the new operators of Crystal Cruises, requesting our services to act as their port agents again. It was at this point that they provided us with your information for claims.

We are very much hoping, although we are fully aware that the deadline for submission of claims has passed, that you, as the assignee for Crystal Cruises, would be gracious in accepting our claim for our outstanding invoice no. ASA002 for services provided to the Crystal Serenity on 23rd November 2021. I have attached your POC Vendor Claim form along with a copy of our invoice with all supporting documents for third party disbursements under the section of the invoice for "Port Agent Reimbursable Disbursements." This section of the invoice is converted from local currency (Belize Dollars) to US Dollars at the country's pegged rate of BZ\$2.00 to US\$1.00. Our services to the vessel located on the top portion of the invoice is billed in US Dollars.

I have also taken the liberty to attach a copy of the executed Port Agent Agreement between Crystal Cruises LLC and APEX Shipping Agency Limited signed on 26th October 2021. Also attached is a copy of a bank letter with our wiring details for our USD account in Belize.

We are hoping that this email reaches the proper authorities responsible for claims on Crystal Cruises and look forward to hearing from you. Thank you for your time in this matter.

Kind Regards,
Valdemar F. Heredia, *JP*
Chief Financial Officer

APEX Shipping Agency Limited

Unit B, 2.5 Miles Philip Goldson Highway

P.O. Box 1555

Belize City, Belize

Cell: +(501) 610-5856

Email: info@apexagencyservices.com

**WARNING: This message came from outside Michael Moecker & Associates organization.
DO NOT click links or attachments unless you recognize the sender and know the content is safe.**

EXHIBIT B

(Assignee's Amended First Omnibus Objection to Disputed Vendor Claims)

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.

**ASSIGNEE'S AMENDED FIRST OMNIBUS
OBJECTION TO DISPUTED VENDOR CLAIMS**

THIS IS AN OBJECTION TO YOUR CLAIM. THE ASSIGNEE IS ASKING THE COURT TO MODIFY OR DISALLOW THE CLAIM THAT YOU FILED IN THIS ASSIGNMENT FOR THE BENEFIT OF CREDITORS CASE. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES AND CLAIM LISTED IN EXHIBIT "A" TO THIS OBJECTION.

YOU SHOULD IMMEDIATELY CONTACT THE ASSIGNEE'S OFFICE AT CRYSTALCLAIMSOBJ@MOECKER-CRYSTAL.COM TO RESOLVE THE DISPUTE. IF YOU DO NOT CONTACT THE ASSIGNEE'S OFFICE WITHIN 21 DAYS OF SERVICE OF THIS OBJECTION, THE ASSIGNEE AND THE COURT WILL PRESUME THAT YOU DO NOT OPPOSE THE OBJECTION TO YOUR CLAIM, AND YOUR CLAIM MAY BE DISALLOWED OR MODIFIED WITHOUT FURTHER NOTICE OR A HEARING.

Mark C. Healy, of Michael Moecker & Associates, Inc. (the "Assignee"), as Assignee for the Benefit of Creditors of Crystal Cruises, LLC (the "Assignor"), by and through his undersigned

counsel, files this Amended Omnibus Objection to Disputed Vendor Claims (the “Objection”)¹ pursuant to §§ 727.109, 727.111, and 727.113, *Florida Statutes*, as to the claims listed in the Objection below, and in support thereof states as follows:

BACKGROUND

1. On February 10, 2022, the Assignor executed an assignment of its assets in favor of the Assignee pursuant to Chapter 727, *Florida Statutes*.

2. On February 11, 2022 (the “Petition Date”), the Assignee filed a Petition for Assignment for the Benefit of Creditors on behalf of the Assignor pursuant to Chapter 727, *Florida Statutes*, thereby commencing the following assignment for the benefit of creditors cases in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01, *In re Crystal Holdings U.S. LLC*, Case No. 2022-002757-CA-01, and *In re Crystal Aircruises LLC*, Case No. 2022-002758-CA-01 (collectively, the “Assignment Cases”).

3. On March 3, 2022, the Court entered orders in each of the Assignment Cases consolidating and jointly administering the Assignment Cases for procedural purposes.

RELIEF REQUESTED

4. Pursuant to § 727.113(3), *Florida Statutes*, “[t]he assignee, as well as any creditor or any party in interest, has standing to challenge the validity, extent, or priority of any claim filed by a creditor.”

5. Section 727.113(1), *Florida Statutes*, further provides “[a]t any time before the entry of an order approving the assignee’s final report, the assignee or any party in interest may file with the court an objection to a claim.”

¹ Amended only as to remove objection to claim 2933. An objection to Mohammed Shafi Mulgund’s Claim 2933 was already made by Assignee in its Fourth Omnibus Objection to Disputed Wage Claims [ECF 354] filed on June 30, 2023. This Court sustained Assignee’s objection to Claim 2933 in its July 26, 2023 Order. Claimant Mulgund has been provided notice of this Amended Objection per the below Certificate of Service.

6. Pursuant to § 727.112, *Florida Statutes*, all proofs of claims shall be filed by delivering the claims to the Assignee within 120 days from the filing of the Assignment.

7. In this case, all claims were due by June 11, 2022 (the “Bar Date”).

8. The Assignee has received and is reviewing hundreds of claims from various third-party vendors for the payment of amounts alleged as owed by the Assignor.

9. The Assignee hereby objects to the claims listed in **Exhibit “A”** to this Objection (the “Objectionable Vendor Claims”) in their entirety on the grounds that the respective claim has either been filed with the Assignee after the Bar Date or is duplicative of another claim filed in this proceeding.

PROCEDURES FOR OMNIBUS OBJECTIONS

10. On February 28, 2023, the Court entered an order approving procedures for filing and resolving objections to consumer and employee claims in the Assignment Cases (the “Claims Procedure Order”).

11. In its January 31, 2023, Motion for Entry of an Order Approving Procedures for Objections to Consumer and Employee Claims, which led to this Court entering its Claims Procedure Order, Assignee noted to this Court that filing thousands of individual objections to claims which are nearly identical in their nature and kind, would prove to be an unnecessary tax on this Court’s time and resources.

12. To avoid the unnecessary expenditure of judicial time and resources – as well as to preserve the estate’s assets – this Court permitted the Assignee to file omnibus objections to claims which are of similar nature and kind – such as wage and employee claims.

13. Here, the basis for Assignee’s objections to the Objectionable Vendor Claims are of a similar nature. All of the Objectionable Vendor Claims have either been filed after the Bar

Date or are duplicative of other claims. As such, it would be an uneconomical use of both judicial resources and the estate's resources for Assignee to file individual – and virtually identical - objections to each of the Objectionable Vendor Claims.

14. While the Objectionable Vendor Claims were not specifically addressed by the Claims Procedure Order, they are in accord with the type of claim addressed by the Claims Procedure Order.

15. Rather than providing notice of objection to each of the claimants listed on **Exhibit A** via email, as is contemplated in the Claims Procedure Order, the Assignee shall serve notice of this Objection to each of the claimants listed on **Exhibit A** via mail to the address set forth in their respective claim, in conformity with § 727.113(1), *Florida Statutes*.

16. This Objection is being served upon twenty-one days negative notice as permitted by §§ 727.113(1) and 727.111(4), *Florida Statutes*.

17. Consistent with the procedure set forth in the Claims Procedure Order, if a claimant disputes this Objection to their claim, then within 21 days of service of this Objection, such claimant must notify either the undersigned the Assignee via email at crystalclaimsobj@moecker-crystal.com to attempt to resolve the dispute. If a claimant fails to contact the Assignee within the required time period, the Assignee and the Court will presume that such claimant does not oppose the relief requested in this Objection, and the Assignee may submit an order to the Court sustaining this Objection as it relates to such claimant without any further notice or hearing. Upon entry, the Assignee will serve such order upon the subject claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

18. Consistent with the procedure set forth in the Claims Procedure Order, if a claimant contacts the Assignee within the required time period, and thereafter, the Assignee determines that

the Assignee and the claimant are unable to resolve the dispute, the Assignee may file a Notice of Impasse with the Court identifying the unresolved claim. The Notice of Impasse will be served by the Assignee on the subject claimant via email or, if the Assignee does not have an email address for the subject via U.S. Mail.

19. Consistent with the procedure set forth in the Claims Procedure Order, following the filing of a Notice of Impasse by the Assignee, the claimant must file with the Court a written response to this Objection within 21 days (a “Response”). If the claimant fails to file the Response with the Court within the required 21-day period, the Assignee and the Court will presume that such claimant does not oppose the relief requested in this Objection, and the Assignee may submit an order to the Court sustaining this Objection as it relates to such claimant without any further notice or hearing. Upon entry, the Assignee will serve such order upon the subject t claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

20. Consistent with the procedure set forth in the Claims Procedure Order, a Response must be timely filed with the Court and include:

- a. A statement setting forth the particular Objection and the particular claim(s) to which the Response is directed, including the claim number;
- b. A concise statement setting forth the reasons why the Court should not grant the Objection with respect to such claim, including the factual and legal bases upon which the claimant relies in opposing the Objection;
- c. A copy of any other documentation or other evidence of the claim, to the extent not already included with the claim, upon which the claimant will rely in opposing the Objection, provided that confidential, proprietary, or otherwise, protected information should not be publicly filed with the Court, but the existence of such information should be disclosed to counsel for the Assignee; and
- d. The name address, telephone number, and email address of the responding claimant and/or the name, address, telephone number, and email address of the claimant’s attorney or designed representative.

21. If a claimant files a Response within the required time period, the Assignee, in the Assignee's sole discretion, may set the matter for a preliminary non-evidentiary hearing. The Assignee may set multiple claims objections to be heard in a single preliminary non-evidentiary hearing.

22. The Assignee shall be permitted to file a reply to any Response no later than 2 calendar days before the preliminary non-evidentiary hearing with respect to the relevant Objection. No sur-reply shall be permitted absent prior Court approval.

23. If the matter is not resolved at the preliminary non-evidentiary hearing, the Assignee and the claimant shall make a further attempt to resolve the matter. Thereafter, if the matter remains unresolved, the Assignee, in the Assignee's sole discretion, may set the matter for evidentiary hearing.

24. The Assignee may, in his discretion and in accordance with other orders of the Court, settle the validity, priority amount, nature, or extent of contested claims without any further notice, order, or approval of the Court.

25. The Assignee reserves the right to object to other claims or raise additional objections with respect to the Objectionable Vendor Claims.

WHEREFORE, the Assignee respectfully requests this Court enter an Order in substantially the form attached hereto as **Exhibit "B"**: (i) sustaining the Assignee's Objections to the Objectionable Vendor Claims; (ii) approving the Assignee's proposed disposition of the Objectionable Vendor Claims; and (iii) granting such other and further relief as this Court deems appropriate under the circumstances.

DATED this 6th day of October 2023.

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

By: /s/ Paul N. Mascia
Michael A. Nardella, Esq.
Florida Bar No. 051265
Paul N. Mascia, Esq.
Florida Bar No. 0489670
mnardella@nardellalaw.com
pmascia@nardellalaw.com
kcooper@nardellalaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the *Assignee's First Omnibus Objection to Disputed Vendor Claims* was served on October 6, 2023 (1) via the Florida Court's e-Filing Portal, which served the Objection upon all parties and interested persons of record in this action; and (2) via USPS first class mail to the claimants listed on the attached **Exhibit "A"** as follows:

<u>Creditor Name</u>	<u>Address</u>
Denholm Port Services Ltd.	Building 13, Thames Industrial Park, Princess Margaret Rd, East Tilbury, Tilbury RM18 8RH, United Kingdom
Purchase Order of Miami	3724 NW 72nd St Miami, FL 33147
Apex Shipping Agency Limited	Unit B, 2.5 Miles Philip Goldson Hwy. Belize City, Belize
Smart Security Group LLC	791 Crandon Blvd APT 304 Key Biscayne, FL 33149
Sembcorp Marine Repairs & Upgrades	Dania Slim 324 Royal Palm Way, Suite 220 Palm Beach, FL 33480
CAV OY	Yliopistonkatu 37 A 65 20100 Turku

C & H International A/S	P.O. Box 15 N-2076 Dal, Norway
JFC International	7101 E. Slauson Ave. Commerce, CA 90040
Claudia Martins Ramalho	SHIS OI 17 Conjunto 07 Casa 07 Brasillia, DFP CEP: 71.645-070, Brazil
Mohammed Shafi Mulgund	Lipcon, Marguiles & Windleman P.A. 2 S Biscayne Blvd Miami, FL 33131

/s/ Paul N. Mascia _____
Paul N. Mascia, Esq.

Exhibit A

Objectionable Vendor Claims

Reference	Claimant Name(s)	Claim No	Submitted Claim Amount	Grounds for Objection	Proposed Treatment of Claim	Proposed Allowed Amount
OBJ23.10-01V	Denholm Port Services Ltd.	1738	\$152,392.82	The Claim was filed with the Assignee after the Bar Date	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	Purchase Order of Miami	1425	\$121,074.25	The Claim was filed with the Assignee after the Bar Date	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	Apex Shipping Agency Limited	2190	\$19,012.80	The Claim was filed with the Assignee after the Bar Date	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	Smart Security Group LLC	0311	\$17,500.00	The Claim was filed with the Assignee after the Bar Date and is additionally duplicative of Claim 0331	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	Smart Security Group LLC	0331	\$17,500.00	The Claim was filed with the Assignee after the Bar Date and is duplicative of Claim 0311	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	Sembcorp Marine Repairs & Upgrades	2844	\$365,534.93	The Claim is duplicative of Claim 2019	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	CAV OY	2984	\$61,820.70	The Claim is duplicative of Claim 2707	Disallow and expunge in its entirety	\$0

OBJ23.10-01V	C & H International A/S	2983	\$55,000.00	The Claim is duplicative of Claim 2966	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	JFC International	1436	\$5,211.88	The Claim is duplicative of a portion of Claim 2574	Disallow and expunge in its entirety	\$0
OBJ23.10-01V	Claudia Martins Ramalho	2909	\$5,928.00	The Claim is duplicative of a portion of Claim C10383	Disallow and expunge in its entirety	\$0

Exhibit B

Proposed Order

IN THE CIRCUIT COURT IN AND FOR
THE FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR
PALM BEACH COUNTY, FLORIDA

Assignment for the Benefit of Creditors 2018-CA-10254
PSM HOLDINGS, INC.

Assignment for the Benefit of Creditors 2018-CA-10256
PRIME SOURCE MORTGAGE, INC.

Assignment for the Benefit of Creditors 2018-CA-10266
WWYH, INC.

Assignors,

Jointly Administered Under
Case No. 2018-CA-10254

vs.

MARK C. HEALY,

Assignee.

_____ /

ORDER GRANTING ASSIGNEE'S THIRD OMNIBUS OBJECTION TO CLAIMS

THIS CAUSE came before the Court upon the *Assignee's First Omnibus Objection to Vendor Claims* filing on _____, 2023 (the "Objection") by Mark C. Healy (the "Assignee"), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC (the "Assignor"), as an Objection to the Proofs of Vendor Claims (the "Claims") submitted to the Assignee by Denholm Port Services Ltd.; Purchase Order of Miami; Apex Shipping Agency Limited; Smart Security Group LLC; Sembcorp Marine Repairs & Upgrades; CAV OY; C & H International A/S; JFC International; Claudia Martins Ramalho; Mohammed Shafi Mulgund (the "Claimants"). The Court, having reviewed the Objection and record in this case, finding that

notice of the Objection was sufficient and properly served on the Claimants and to interested parties pursuant to §§ 727.103, 727.111(4) and 727.113, Fla. Stat. (2022), noting that no response to the Objection from the Claimants was received by the Assignee or filed within the 21-day negative notice period set forth in the Objection, finding that the relief requested in the Objection is in the best interest of the Assignor’s estate, and otherwise finding that good and sufficient cause exists for granting the relief set forth herein, does hereby

ORDER AND ADJUDGE that:

1. The assignee’s Objection is SUSTAINED as to the Claims of the Claimants whose claims are attached as Exhibit “A” to the Objection and otherwise set forth in the Objection.
2. Each of the Claimant’s Claims attached as Exhibit “A” to the Objection and otherwise set forth in the Objection shall be allowed in the amount, if any, set forth below next to the Claimant’s name, with the statutory priority as to payment pursuant to Chapter 727, Fla. Stat. (2022), indicated for the same:

<u>Claim No.</u>	<u>Claimant</u>	<u>Treatment of Claim</u>
1738	Denholm Port Services Ltd.	This claim is denied in its entirety
1425	Purchase Order of Miami	This claim is denied in its entirety
2190	Apex Shipping Agency Limited	This claim is denied in its entirety
0311	Smart Security Group LLC	This claim is denied in its entirety
0331	Smart Security Group LLC	This claim is denied in its entirety
2844	Sembcorp Marine Repairs & Upgrades	This claim is denied in its entirety
2984	CAV OY	This claim is denied in its entirety
2983	C & H International A/S	This claim is denied in its entirety
1436	JFC International	This claim is denied in its entirety
2909	Claudia Martins Ramalho	This claim is denied in its entirety

3. The Assignee is authorized to take all actions necessary or appropriate to give effect to this Order.
4. The Terms, conditions, and provisions of this Order shall be immediately effective and enforceable upon entry hereof.
5. The Court shall retain jurisdiction to resolve any dispute arising from or relating to this Order.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this ____ day of _____, 2023.

Hon. Lisa Walsh

CIRCUIT COURT JUDGE

Electronically Served:

Physically Served:

EXHIBIT C
(excerpt of Notice of Filing Affidavits of Service)

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

COMPLEX BUSINESS LITIGATION
DIVISION

In re:

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,

(Jointly Administered Cases)

To:

MARK C. HEALY,

Assignee.

NOTICE OF FILING AFFIDAVITS OF SERVICE

Mark C. Healy (the “Assignee”), solely as the Assignee for the benefit of creditors of Crystal Cruises LLC, Crystal Holdings U.S. LLC, and Crystal Aircruises LLC, by and through undersigned counsel, hereby files the attached *Affidavits of Service* of the Notice of Assignment and Proof of Claim form dated March 8, March 10, and March 11, 2022.

Dated: March 16, 2022

BERGER SINGERMAN LLP
Co-Counsel for Assignee
1450 Brickell Avenue, Suite 1900
Miami, FL 33131
Telephone: (305) 755-9500
Facsimile: (305) 714-4340

By: /s/ Samuel J. Capuano

Paul Steven Singerman
Florida Bar No. 378860
singerman@bergersingerman.com
Samuel J. Capuano
Florida Bar No. 90946
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-and-

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

By: /s/ Michael A. Nardella

Michael A. Nardella, Esq.
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kcooper@nardellalaw.com

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF BROWARD)

NOWCOMES, Nadira Joseph, who being duly sworn, deposes and says:

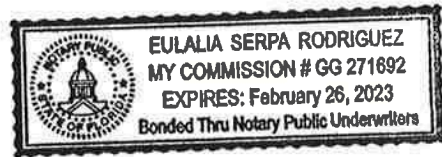
On March 11, 2022, in the normal course of my duties as an employee of Michael Moecker & Associates, I served the following documents: **NOTICE OF ASSIGNMENT FOR THE BENEFIT OF CREDITORS; PROOF OF CLAIM**, with respect to the Assignment Proceeding Entitled Crystal Cruises, LLC, Crystal Holdings U.S., LLC and Crystal AirCruises, LLC, to Mark C. Healy, Assignee by Electronic mail or depositing same in a U.S. depository, enclosed in a postpaid, envelope addressed to the parties listed on the annexed Schedule.

FURTHER AFFIANT SAYETH NAUGHT

Nadira Joseph
Nadira Joseph

SWORN TO and subscribed before me
by means of physical presence
this 11th day of March, 2022

Eulalia S. Lopez
Notary Public, State of Florida at Large



MY COMMISSION EXPIRES
(NOTARY SEAL)

American Vulkan Corporation
P.O. Box 673
2525 Dundee Road
Winter Haven,FL 33882

Americaneagle.com
2600 S. River Road
Des Plaines,IL 60018

America's Travel Companies, Inc.
PO Box 230789
Las Vegas,NV 89105-0789

America's Vacation Center/ Avoya Travel
100 E San Marcos Blvd, Suite #200
San Marcos, CA, 92069

an Bord Verlags GmbH & Co. KG
Am Hilgeskamp 53
28325 Bremen
Germany

Andavo Travel
5588 S. Green St Suite 300
Salt Lake,UT 80111

Anderson, Jack
101 Avenue G
Key West, FL 33040

Andorra Travel
1969 West Ave
Conshohocken,PA 19428

Andrew Harper Travel
8300 N. Mopac Expressway, Suite 220
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Anita Tang
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Richmond Hill,ON L4B 2C9
Canada

Ann Bowe
2093 Harpers Mill Road
Williamsburg,VA 23185

Ann Marcus
102 Evans Rd., 203
Basalt,CO 81621

Ann Morton
2387 S Whittmore Street
Furlong,PA 18925

Annie Fletcher
1676 Ala Moana Blvd #1001
Honolulu,HI 96815

Anny Wynchank
CZ M Bensadou Jean Claude
8 Allee Des
Grouttes 95000Cergy France

Anonymous Traveler
6257 Bluebell Blvd
Valley Glen,CA 91606

Anthony Joseph Adams
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Abbotsford NSW 2046 AUS
Australia

Antipiros D.O.O
Pujanke 77A
Split, 21000 HRV
Croatia

Antonia Slonim
91 Sackville Street
Melbourne, Australia 3101
Australia

Anuvu Operations LLC
1821 E Dyer Road Suite 125
Santa Ana,CA 92705

Any Seasons Travel
4555 East University Suite B-7
Odessa,TX 79762

Anya Lashanne Roxbury
DBA Eclipse Bicycle
Fisherman Village
Bimini Bahamas BHS
Bahamas, The

Anywhere Travel
345 Anzac Parade
Kingsford2032
Australia

AOK Nord-West
Kopenhagener Str. 1
Dortmund, 44269 DEU
Germany

Apex Shipping Agency Limited
Unit B. 2.5 Miles
Philip Goldson Highway
Belize City, Belize

Apollo Export Warehouse, Inc.
6950 NW 77 Court
Miami,FL 33166

Apollo Travel
1103 W Hibiscus Blvd #309B
Melbourne,FL 32901

Appleby, Scott A
3532 Watercrest Place
Orlando, FL 32835

Aquavision Distribution, Ltd.
Unit 2 Grosvenor Business Park
Horsfield Way Bredbury SK6 2SU
United Kingdom

Arango, Williams A
10375 SW 225 Terrace
Cutler Bay, FL 33190